



BOARD OF SUPERVISORS

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

**AGENDA FOR REGULAR MEETING OF
SEPTEMBER 14, 2021 TO BE HELD AT 10:00 A.M.
IN THE BOARD OF SUPERVISORS ROOM 308, COURTHOUSE, QUINCY, CALIFORNIA**

www.countyofplumas.com

AGENDA

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

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

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

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

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



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

STANDING ORDERS

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

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

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

Live Stream of Meeting

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

ZOOM Participation

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

Public Comment Opportunity/Written Comment

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

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

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

PLEDGE OF ALLEGIANCE

ADDITIONS TO OR DELETIONS FROM THE AGENDA

PUBLIC COMMENT OPPORTUNITY

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

DEPARTMENT HEAD ANNOUNCEMENTS/REPORTS

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

ACTION AGENDA

1. **PUBLIC HEALTH AGENCY** – Dr. Dana Loomis
Report and update on COVID-19; receive report and discussion
2. **DISASTER RECOVERY OPERATIONS** - Dennis Schmidt
Report and update Dixie Fire Recovery efforts; receive report and discussion
3. **USDA FOREST FIRE MANAGEMENT** – Aaron Grove
Report and update regarding the Dixie Fire (status/ containment)
4. **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. **BEHAVIORAL HEALTH**
 - 1) Approve and authorize the Chair to sign Memorandum of Understanding (MOU) between Plumas County Behavioral Health and Plumas County Sheriff's Office, for a Release and Planning Coordination Program; 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 Sierra Vista Hospital, for support services provided to the County; not to exceed \$25,000.00; approved as to form by County Counsel [View Item](#)
 - 3) Approve and authorize the Chair to sign agreement between Plumas County and Empire Rehabilitation Center, for community residential treatment services; not to exceed \$60,000.00; approved as to form by County Counsel [View Item](#)
 - B. **FAIRGROUNDS**
Approve and authorize the Chair to accept grant funds from the California Department of Food and Agriculture, Fairs and Exposition for PSPS Mitigation project # PLU-21-047; not to exceed \$82,970.12; funded by the State of California grants for infrastructure and improvements at California /fairgrounds; approved as to form by County Counsel [View Item](#)
 - C. **PLANNING**
Approve and authorize the Chair to sign Letter of Support for the Fire Safe Council regarding California Fire Safe Council 2021 County Coordinators Grant Program [View Item](#)
 - D. **SHERIFF**
Approve and authorize the Chair to sign agreement between County of Plumas and the City of Portola, for the Plumas County Sheriff's Office to provide Law Enforcement Services; agreement amount \$130,000.00; approved as to form by County Counsel [View Item](#)
5. **DEPARTMENTAL MATTERS**
 - A. **BEHAVIORAL HEALTH** - Tony Hobson
Public Hearing 10:00 A.M.: receive a report and recommendation from Behavioral Health Director regarding existing Behavioral Health Services, Patient / Client Fee Schedules. [View Item](#)

Adopt **RESOLUTION** amending Portions of the Master Fee Schedule to amend existing Behavioral Health Services Patient/ Client Fee Schedules; approved as to form by County Counsel; discussion and possible action **Roll call vote**

B. CHILD SUPPORT SERVICES – Michelle Blackford

Authorize the Director of Child Support Services to recruit and fill vacant, funded and allocated; 1.0 FTE Child Support Assistant or Child Support Specialist I or II position; Vacancy due to retirement; discussion and possible action [View Item](#)

C. HUMAN RESOURCES – Nancy Selvage

1) Adopt **RESOLUTION** delegating the Human Resource Director and the Auditor to develop and implement processes to transact personnel related impacts from the Dixie Fire Emergency Declaration; approved as to form by County Counsel; discussion and possible action

Roll call vote [View Item](#)

2) Adopt **RESOLUTION** approving the Dixie Fire Disaster Recovery Operations Center Director (DROC) Scope of Work; approved as to form by County Counsel; discussion and possible action

Roll call vote [View Item](#)

3) Adopt **RESOLUTION** appointing Dennis Schmidt as the Disaster Recovery Operations Center Director (DROC) for the Coordination of the Disaster Recovery related efforts of the Dixie Fire; approved as to form by County Counsel; discussion and possible action **Roll call vote**

[View Item](#)

D. PROBATION – Keevin Allred

1) Authorize the Probation Department to recruit and fill; funded and allocated ; 1.0 FTE Deputy Probation Officer Position; vacancy due to resignation; discussion and possible action

[View Item](#)

2) Authorize the Probation Department to recruit and fill up to (4), grant funded Extra Help Probation Assistant position(s); discussion and possible action [View Item](#)

3) Adopt Community Corrections Partnership (CCP) Public Safety Realignment Budget for FY 2021-2022; includes the Board recommended adjustment to allocate Alternative Sentencing (District Attorney) an additional \$45,000.00; totaling \$980,975.00, as submitted and recommended, or reject; discussion and possible action **Required four/ fifths roll call vote** [View Item](#)

E. PUBLIC HEALTH – Dana Loomis

Adopt **ORDINANCE**, first introduced on September 7, 2021, adding Chapter 10 to Title 2 of the Plumas County Code, pertaining to Partnership HealthPlan of California Commission; approved as to form by County Counsel; discussion and possible action **Roll call vote** [View Item](#)

F. PUBLIC WORKS /SOLID WASTE DIVISION – John Mannle

Approve and authorize the Chair to sign agreement between Plumas county and Vestra Resources, Inc., for various State required reporting needs as it pertains to the County landfills; not to exceed \$85,950.00; approved as to form by County Counsel; discussion and possible action [View Item](#)

G. COUNTY ADMINISTRATOR – Gabriel Hydrick

1) Approve and authorize the Chair to sign Memorandum of Understanding between Plumas County and the City of Portola regarding the Collaborative effort in the application process of the CDBG 2&3 grant application; approved as to form by County Counsel; discussion and possible action

2) Adopt **RESOLUTION** supporting the CDBG CV 2&3 grant application for Small Business Grants Program and Career Development Program; approved as to form by County Counsel; discussion and possible action **Roll call vote** [View Item](#)

6. BOARD OF SUPERVISORS

- A. Approve and authorize the Chair to sign letter to the Department of Transportation (Caltrans) for Encroachment Permit (Quincy High School: Annual Junior / Senior Homecoming Parade, October 1, 2021) [View Item](#)
- B. Creation of an advisory committee to the Board of Supervisor to assist in the rebuilding the portions of the County destroyed by the Dixie Fire, discussion and possible action with direction to staff.
- C. Correspondence
- D. Weekly report by Board members of meetings attended, key topics, project updates, standing committees and appointed Boards and Associations

7. CLOSED SESSION

ANNOUNCE ITEMS TO BE DISCUSSED IN CLOSED SESSION

- A. Conference with Legal Counsel: Initiating litigation pursuant to Subdivision (c) of Government Code Section 54956.9
- B. Conference with Legal Counsel: Existing litigation In Re Mallinckrodt PLC., et al., Case No. 20-12522 (JTD) (Bankr. Del.) as tied to the following litigation, County of Plumas, et al v. AmerisourceBergen Drug Corp., et al., United State District Court, Eastern District of California, Case No. 2:18-at-669, consolidated into In Re: National Prescription Opiate Litigation, United State District Court for the Northern District of Ohio, Eastern Division, Case No. 1:17-MD-2804, pursuant to Subdivision (d)(1) of Government Code Section 54956.9

REPORT OF ACTION IN CLOSED SESSION (IF APPLICABLE)

ADJOURNMENT

Adjourn meeting to Tuesday, September 21, 2021, Board of Supervisors Room 308, Courthouse, Quincy, California


4A (1-3)

PLUMAS COUNTY BEHAVIORAL HEALTH SERVICES

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



Tony Hobson Ph.D., Director

DATE: September 14, 2021
TO: Honorable Board of Supervisors
FROM: Tony Hobson Ph.D., Behavioral Health Director 
SUBJECT: Consent Agenda

Recommendation

1. It is respectfully requested the Board of Supervisors approve and authorize the board chair to sign \$50,000.00 Memorandum of Understanding with Plumas County Sheriff's Office.
2. It is respectfully requested the Board of Supervisors approve and authorize the board chair to sign \$25,000.00 Agreement with Sierra Vista Hospital.
3. It is respectfully requested the Board of Supervisors approve and authorize the board chair to sign \$60,000.00 Agreement with Empire Rehabilitation Center.

BACKGROUND AND DISCUSSION:

1. Plumas County Behavioral Health shall provide funding up to \$50,000.00 to Plumas County Sheriff's Office for the Release and Planning Coordination Program for the Plumas County Jail. This agreement has been approved to form by County Counsel.
2. Sierra Vista Hospital is a psychiatric health facility, serving those suffering from addiction and psychiatric disorders. This agreement has been approved to form by County Counsel.
3. Empire Rehabilitation Center is a substance use rehabilitation center and covers the demand for mental health wellness and recovery services. This amendment has been approved to form by County Counsel.

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

**INTERDEPARTMENTAL MEMORANDUM OF UNDERSTANDING
BETWEEN
PLUMAS COUNTY BEHAVIORAL HEALTH DEPARTMENT
AND
PLUMAS COUNTY SHERIFF'S OFFICE**

This interdepartmental memorandum of understanding (hereinafter MOU) is entered into on, September 7, 2021 between the Plumas County Behavioral Health (hereinafter referred to as PCBH) and the Plumas County Sheriff's Office (hereinafter referred to as PCSO.) PCBH and PCSO shall collectively be referred to as "Parties."

The Parties Agree as follows:

- 1. RESPONSIBILITIES OF PCBH:** During the term of this agreement, PCBH shall:
 - 1.1. Provide funding up to Fifty Thousand Dollars \$50,000.00 for the PCSO to create and fund a Release and Planning Coordination Program for the Plumas County Jail.
 - 1.2. Assist PCSO with reviewing the responses to the Request for Proposals.
- 2. RESPONSIBILITIES OF PCSO:** During the term of this agreement, PCSO shall:
 - 2.1. Draft and distribute a Request for Proposal, pursuant to the Plumas County Purchasing Policy, for a Release and Planning Coordination Program.
 - 2.2. Serve as the fiscal agent for purposes of all administrative business services associated with participation in this MOU pursuant to the terms of this Agreement. The fiscal agent shall receive funds, provide operational oversight, work prioritization for the program, and financial accounting, make timely payments, and provide timely itemized billings to PCBH as well as to cover incidental administrative costs such as clerical and business services, postage, and telephone. The fiscal agent will provide PCBH with a quarterly invoice based on the expenditures incurred.
 - 2.3. Provide a contact liaison for the Release and Planning Coordination Program.
 - 2.4. Verify that the Release and Planning Coordination Program is in compliance with the terms of any contract.
 - 2.5. Ensure that any applicant for the Release and Planning Coordination Program is in compliance with Labor Code sections 2775 and 2776.
 - 2.6. Comply with all applicable 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.

3. COMPENSATION

- 3.1. The maximum amount payable under this agreement for the term of this MOU shall not exceed \$50,000.00

4. **TERM OF AGREEMENT:** This agreement shall be effective beginning September 7, 2021 and shall continue in effect from the date of execution until August 31, 2022. This MOU shall automatically renew every September 1 for one-year period. If, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, PCBH has insufficient funds to make the payments called for by this Agreement, this Agreement shall be of no further force or effect.

5. **TERMINATION OF AGREEMENT:** This MOU may be terminated as follows:

- 5.1. By mutual agreement of PCBH and PCSO upon such terms and conditions as may be agreed upon.
- 5.2. By either party at any time without cause by delivering written notice to the other party at least thirty (30) days in advance of the proposed date of termination.

6. **ENTIRE AGREEMENT: MODIFICATION:** This agreement supersedes all previous agreements and constitutes the entire understanding of the parties hereto. No changes, amendments or alterations shall be effective unless in writing and signed by both parties.

7. **NON-DISCRIMINATION:** Neither party shall not employ discriminatory practices in the treatment of persons in relation to the circumstances provided for herein, including assignment of accommodations, employment of personnel, or in any other respect on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, or sexual orientation.

8. **CONFIDENTIALITY:** PCBH and PCSO are aware of the respective confidentiality laws governing services provided by PCBH and Welfare and Institutions Code 300 cases. Specifically:

- 8.1. PCBH understands that all information regarding Welfare and Institutions Code section 300 cases is confidential, and subject to the confidentiality provisions under Welfare and Institutions Code, including Welfare and Institutions Code section 827.
- 8.2. PCSO is aware that psychological evaluations provided by PCBH are subject to all of the confidentiality requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA); Title 42, Section 2.1 through 2.67-1, Code of Federal Regulations; and Confidentiality of Medical Information Act [Part 2.6 (commencing with Section 56)] of Division I of the Civil Code. Violation of the confidentiality of

patient, client or resident medical information may result in federally imposed fines and penalties and the cancellation of this agreement.

9. **NOTICES:** Any notice required to be given pursuant to the terms and provisions of this agreement shall be in writing and shall be sent first class mail to the following addresses:

Plumas County Sheriff's Office: Todd Johns, Sheriff 1400 E. Main Street Quincy, CA 95971	Plumas County Behavioral Health: Tony Hobson, Ph.D. Director of Behavioral Health 270 Hospital Road, Suite 109 Quincy, CA 95971
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10. **INTERAGENCY COMMUNICATION:** Issues that require resolution and concern day-to-day operation of the program shall be addressed to:

Plumas County Sheriff's Office: Todd Johns, Sheriff 1400 E. Main Street Quincy, CA 95971	Plumas County Behavioral Health: Tony Hobson, Ph.D. Director of Behavioral Health 270 Hospital Road, Suite 109 Quincy, CA 95971
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11. **DOCUMENT RETENTION AND REPORTING:** PCBH and PCSO agree to retain all documents relevant to this agreement for three (3) years from the termination of the agreement or until all federal/state audits are complete, whichever is later. Upon request, these records shall be made available to the County, State or Federal government representatives. PCSO shall also provide all information necessary for quarterly reports or other reports required by PCBH, or the Federal government.

12. **AVAILABILITY OF FUNDS:** All funding under this agreement is subject to the availability of Federal, State and County funds. If at any time during the period covered by this agreement the funding from any source is discontinued or decreased, this agreement shall no longer be binding upon the PCSO or PCBH, effective with the date funding is discontinued or decreased.

13. **CONFLICT OF INTEREST:** PCBH or PCSO shall have no interest and shall not acquire any interest, direct or indirect, which will conflict in any manner or degree with the performance of services required under this contract.

- 14. MISCELLANEOUS PROVISIONS:** PCBH and PCSO will recognize the mandatory standards and policies relating to energy efficiency in the state energy conservation plan. (Title 24, California Administrative Code.) If the amount of this agreement is in excess of \$10,000.00 PCSO is required to comply with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375 and as supplemented in Department of Labor regulations (41 CFR Part 60). If the amount of this agreement is in excess of \$100,000.00, PCSO is required to comply with Section 306 of the Clean Air Act (42 USC 1857 (h)), Section 508 of the Clean Water Act (33 USC 1368), Executive Order 11738 and Environmental Protection Agency regulations (40 CFR Part 15).
- 15. LICENSING OR ACCREDITATION:** Where applicable PCSO shall maintain the appropriate license or accreditation through the life of this contract.
- 16. COMPLIANCE WITH LAWS AND REGULATIONS:** All services to be performed by the parties pursuant to this Agreement shall be performed in accordance with all applicable federal, state, county and municipal laws, ordinances, regulations, and titles. Any change in status, licensure, or ability to perform activities within the Scope of Work must be reported to the other party immediately.
- 17. LAW AND VENUE:** This Agreement shall be deemed to be made in, and shall be governed by and construed in accordance with the laws of, the State of California (excepting any conflict of laws provisions which would serve to defeat application of California substantive law). Venue for any action arising from this agreement shall be in Plumas County, California.
- 18. AUTHORITY:** Each party executing this Agreement and each person executing this Agreement in any representative capacity, hereby fully and completely warrants to all other parties that he or she has full and complete authority to bind the person or entity on whose behalf the signing party is purporting to act.
- 19. HARASSMENT:** Each party shall not employ sexual harassment or discriminatory practices in the treatment of persons in relation to the circumstances provided for herein, including assignment of accommodations, employment of personnel, or in any other respect on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, or sexual orientation.

IN WITNESS WHEREOF, PCSO and PCBH have executed this agreement on the day and year set forth below.

Plumas County Sheriff's Office	Plumas County Behavioral Health:
By _____ Todd Johns, Sheriff	By _____ Tony Hobson, Ph.D. Behavioral Health Director
Dated: September 7, 2021	Dated: September 7, 2021

Approved by the Plumas County Board of Supervisors:

Plumas County Board of Supervisors

By _____
Jeff Engel, Chair
Date signed: _____

ATTEST:

By: _____
Heidi Putnam
Clerk of the Board of Supervisors

Approved as to form:

 9/2/2021
Joshua Brechtel
Deputy County Counsel I

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 BHC Sierra Vista Inc, dba Sierra Vista Hospital (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 \$25,000.00. CONTRACTOR or subcontractor of CONTRACTOR shall not submit a claim to, or demand or otherwise collect reimbursement from, the beneficiary or persons acting on behalf of the beneficiary for any specialty or related administrative services provided under this contract, except to collect other health insurance coverage, share of cost, and co-payments.
3. Term. The term of this Agreement commences July 1, 2021 and shall remain in effect through June 30, 2022, unless terminated earlier pursuant to this Agreement. County's Board of Supervisors hereby ratifies and approves for payment, services provided by BHC Sierra Vista Hospital Inc, dba Sierra Vista Hospital from July 1, 2021 to the date of approval of this Agreement by the Board of Supervisors.
4. Termination. Either party may terminate this agreement by giving thirty (30) days written notice to the other party.
 - a. If, in the Director's sole judgment, Contractor's performance of the obligations, duties and responsibilities required of Contractor by this Agreement jeopardize the health, safety, or welfare of any person, then County may terminate this Agreement immediately upon written notice served upon the Contractor.
 - b. If this Agreement is terminated, the Contractor shall promptly supply all information necessary for the reimbursement of any claims submitted to the State.
5. Non-Appropriation of Funds. It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, the County shall have no liability to pay any further funds whatsoever to Contractor or furnish any other consideration under this Agreement and Contractor shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of

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

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

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

insurance policy shall also apply on a primary and non-contributory basis for the benefit of the County before the County's own primary insurance policy or self-insurance shall be called upon to protect it as a named insured, and such policy shall contain any endorsements necessary to effectuate this provision.

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

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

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

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

County:

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

Contractor:

Mike Zauner, Chief Executive Officer
8001 Bruceville Road
Sacramento, CA 95823

23. Time of the Essence. Time is hereby expressly declared to be of the essence of this Agreement and of each and every provision thereof, and each such provision is hereby made and declared to be a material, necessary, and essential part of this Agreement.

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

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

CONTRACTOR:

By: _____
Name: Mike Zauner
Title: Chief Executive Officer
Date signed:

CONTRACTOR:

By: _____
Name: Renee Critz
Title: Chief Financial Officer
Date signed:

COUNTY:

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

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

APPROVED AS TO CONTENT:

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

ATTEST:

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

APPROVED AS TO FORM:

County Counsel

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 BHC Sierra Vista Hospital Inc., referred to herein as Business Associate ("BA"), dated July 1, 2021.

RECITALS

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

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

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

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

1. Definitions

a. **Breach** shall have the meaning given to such term under the HITECH Act [42 U.S.C. Section 17921].

b. **Business Associate** shall have the meaning given to such term under the Privacy Rule, the Security Rule, and the HITECH Act, including but not limited to, 42 U.S.C. Section 17938 and 45 C.F.R. Section 160.103.

c. **Covered Entity** shall have the meaning given to such term under the Privacy Rule and the Security Rule, including, but not limited to, 45 C.F.R. Section 160.103.

d. **Data Aggregation** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.

e. **Designated Record Set** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501. Electronic Protected Health

Information means Protected Health Information that is maintained in or transmitted by electronic media.

f. **Electronic Health Record** shall have the meaning given to such term in the HITECT Act, including, but not limited to, 42 U.S.C. Section 17921.

g. **Health Care Operations** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.

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

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

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

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

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

2. **Obligations of Business Associate**

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

b. **Permitted Disclosures.** BA shall not disclose Protected Information except for the purpose of performing BA's obligations under the Contract and as permitted under this Agreement. BA shall not disclose Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so disclosed by CE. However, BA may disclose Protected Information (i) for the proper management and administration of BA; (ii) to

carry out the legal responsibilities of BA; (iii) as required by law; or (iv) for Data Aggregation purposes for the Health Care Operations of CE. If BA discloses Protected Information to a third party, BA must obtain, prior to making any such disclosure, (i) reasonable written assurances from such third party that such Protected Information will be held confidential as provided pursuant to this Addendum and only disclosed as required by law or for the purposes for which it was disclosed to such third party, and (ii) a written agreement from such third party to immediately notify BA of any breaches of confidentiality of the Protected Information, to the extent it has obtained knowledge of such breach [42 U.S.C. Section 17932; 45 C.F.R. Sections 164.504(e)(2)(i), 164.504(e)(2)(i)(B), 164.504(e)(2)(ii)(A) and 164.504(e)(4)(ii)].

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

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

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

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

g. Access to Protected Information. BA shall make Protected Information maintained by BA or its agents or subcontractors in Designated Record Sets available to CE for inspection and copying within ten (10) days of a request by CE to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.524 [45 C.F.R. Section

164.504(e)(2)(ii)(E)]. If BA maintains an Electronic Health Record, BA shall provide such information in electronic format to enable CE to fulfill its obligations under the HITECH Act, including, but not limited to, 42 U.S.C. Section 17935(e).

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

i. **Accounting Rights.** Promptly upon any disclosure of Protected Information for which CE is required to account to an individual, BA and its agents or subcontractors shall make available to CE the information required to provide an accounting of disclosures to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.528, and the HITECH Act, including but not limited to 42 U.S.C. Section 17935(c), as determined by CE. BA agrees to implement a process that allows for an accounting to be collected and maintained by BA and its agents or subcontractors for at least six (6) years prior to the request. At a minimum, the information collected and maintained shall include: (i) the date of disclosure; (ii) the name of the entity or person who received Protected Information and, if known, the address of the entity or person; (iii) a brief description of Protected Information disclosed and (iv) a brief statement of purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure. In the event that the request for an accounting is delivered directly to BA or its agents or subcontractors, BA shall within five (5) days of a request forward it to CE in writing. It shall be CE's responsibility to prepare and deliver any such accounting requested. BA shall not disclose any Protected Information except as set forth in Sections 2.b. of this Addendum [45 C.F.R. Sections 164.504(e)(2)(ii)(G) and 165.528].

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

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

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

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

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

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

3. **Termination**

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

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

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

4. **Disclaimer**

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

5. **Certification**

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

6. **Amendment**

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

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

7. Assistance in Litigation of Administrative Proceedings

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

8. No Third-Party Beneficiaries

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

9. Interpretation

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

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

COVERED ENTITY

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

BUSINESS ASSOCIATE

Name Mike Zauner
Title: Chief Executive Officer
Address: 8001 Bruceville Road
Sacramento, CA 95823
Signed: _____
Date: _____

EXHIBIT A - SCOPE OF WORK

Three Unique Programs

Our inpatient programs are typically divided into one of three categories to help target your treatment to cover your specific issues. These categories are:

Behavioral Health Care – Our behavioral health program is designed to stabilize our patients' behavioral and psychiatric disorders. This is accomplished through therapy, nursing care, and medication, when appropriate.

Alcohol Detox – When suffering from addiction, it is necessary to undergo detox before other therapies. This process is monitored by medical staff to help overcome the symptoms of withdrawal.

Dual Diagnosis Treatment – This program is designed to treat co-occurring addiction and behavioral health issues. We will help you overcome your addiction while also providing psychiatric or depression treatment for behavioral problems.

Adult Treatment Programs are for adults, age 18 and older, who suffer an acute behavioral health disorder, chemical dependency, or dual diagnosis (co-occurring disorders). Every patient's treatment plan is individualized to address their specific needs.

Programs are offered at different levels of care to accommodate the severity of every patient's condition. The level of care a patient receives depends on the results of a free and confidential assessment. We help patients transition to less intensive care after treatment to promote long-term recovery and reduce the risk of relapse. Some issues we treat include:

- Depression
- Anxiety
- Bipolar Disorder
- Addiction

Inpatient Treatment: Our inpatient program is designed for those who need 24-hour care and psychiatric medication management. The treatment is generally short-term, lasting until the patient can be safely discharged or transitioned to a less intensive care level.

Outpatient Treatment: Ideal for those further along in the recovery process, our outpatient program allows patients to continue getting the care they need while maintaining a home life. Outpatient treatment includes group therapy, family meetings, and individual therapy as needed, among other components.

Women's Program: Separate from our general inpatient population, our women's program is designed for women facing trauma-related issues and certain behavioral health disorders. We emphasize safety and confidentiality. The women's program at Sierra Vista Hospital is designed as a safe haven for women in inpatient treatment for a behavioral health disorder or trauma-related issue. Set in a female-only unit apart from the general inpatient population, the program emphasizes an environment of safety and comfort for women staying at the hospital.

Admission into the program is determined by a confidential assessment and requires a physician's order. A person who is not considered to be in immediate crisis may be safely treated through outpatient services.

Women's Program Focuses

- Boundaries
- Safety
- Assertiveness
- Healthy relationships
- Communications

Adolescent Program

The adolescent treatment programs at Sierra Vista Hospital help adolescents, ages 13 to 17, who have an acute behavioral health disorder or dual diagnosis (co-occurring chemical dependency and behavioral health disorders). Each patient receives an individualized treatment plan to address their specific needs.

Programs are offered at different levels of care to accommodate the severity of every patient's condition. The level of care a patient receives depends on the results of a free and confidential assessment. We help patients transition to less intensive care after treatment to promote long-term recovery and reduce the risk of relapse.

Encouraged Positive Behaviors

- Goal setting
- Trust
- Accountability
- Problem solving
- Positive thinking
- Positive peer relationships
- Respect for authority
- Expression of feelings
- Impulse control and delayed gratification

- Expression of feelings (regarding self and others)
- Conflict resolution

Admissions Criteria

- Danger to self or others
- Mood disorders such as major depression
- Impulsive outbursts
- Acting out
- Alcohol abuse
- Psychosis

Therapies Involved in Treatment

- Process groups
- Individual and family meetings
- Recreational therapy
- Chemical dependency
- Anger and aggression management
- Education and social skills
- Medication management and education
- Aftercare planning development

Dual Diagnosis

Sierra Vista Hospital offers adolescent dual diagnosis treatment for patients between the ages of 13 and 17. This inpatient program is designed to help adolescents who have a primary psychiatric condition as well as a history of substance abuse or addictive behavior.

A major component of the program is voluntary meetings with sober-support groups such as Alcoholics Anonymous and Narcotics Anonymous. There are also

optional meetings with groups focused on increased chemical dependency and addictive behaviors.

Addictive Behaviors Addressed

- Substance abuse
- Compulsive shopping
- Gambling
- Food
- Sex

EXHIBIT B - FEE SCHEDULE

CHILDRENS SERVICES AGES 0-21

Medi-Cal Rates

- Hospital Inpatient \$ 889.00 a day
- Hospital Administrative Day \$ 660.66 a day
- Inpatient Psychiatric Support Services \$ 90.00 a day

Short-Doyle Rates

- Hospital Inpatient without Psychiatric Support Services \$ 889.00 a day
- Hospital Inpatient with Psychiatric Support Services \$ 979.00 a day

INVOICING AND PAYMENT:

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

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

EXHIBIT C
MEDI-CAL REQUIREMENTS

I. PROVIDER CERTIFICATION

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

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

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

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

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

EXHIBIT C
MEDI-CAL REQUIREMENTS

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

II. BENEFICIARY ELIGIBILITY

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

III. PATIENT RIGHTS

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

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

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

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

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

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

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

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

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

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

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

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

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

IV. MEDICAL NECESSITY CRITERIA

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

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

V. ASSESSMENT

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

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

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

VI. CLIENT PLANS

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

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

Frequency/Timeliness of Client Plan:

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

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

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

VII. PROGRESS NOTES

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

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

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

Frequency of Progress Notes:

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

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

Timeliness of Progress Notes:

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

VIII. PROGRAM INTEGRITY

A. Compliance Program

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

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

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B. Fraud Reporting Requirements

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

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

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

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

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

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

C. Service Verification

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

D. Required Disclosures

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

EXHIBIT C
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individual providers, information regarding:

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

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

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

EXHIBIT D- TERMS AND CONDITIONS

I. COUNTY AUTHORITY; CONTRACTOR ELIGIBILITY

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

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

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

II. PERSONNEL; PERFORMANCE STANDARDS

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

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

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

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

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

III. RECORDS, RETENTION, REVIEW, ETC.

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

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

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

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

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

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

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

EXHIBIT D- TERMS AND CONDITIONS

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

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

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

IV. REPORTS

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

B. Practitioner Information Report:

☐ NPI/License List

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

☐ Practitioner ID Request Form

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

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

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

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

PLUMASQICONCERNS@PCBH.SERVICES

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C. Program Report:

Performance Outcome Measures (POM)

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

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

D. Expenditure Reports

1. Contract Expenditures

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

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

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

E. Fiscal Year Annual Reports

1. Annual Training Report

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

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

2. Aggregated Staff and Volunteer Ethnicity Survey

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

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

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

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

4. Certified Mental Health Cost Report

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

5. Certified Audited Financial Reports

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

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

Submit all annual reports electronically via email to:

cshannon@pcbh.services

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

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

V. AUDITS

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

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

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

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

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

EXHIBIT D- TERMS AND CONDITIONS

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

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

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

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

VI. CULTURAL COMPETENCY

A. Cultural competence is defined as a set of congruent practice behaviors, attitudes, and policies that come together in a system, agency, or among consumer providers and professionals which enable that system, agency, or those professional and consumer providers to work effectively in cross-cultural situations.

B. Contractor recognizes that cultural competence is a goal toward which professionals, agencies, and systems should strive. Becoming culturally competent is a developmental process and incorporates at all levels the importance of culture, the assessment of cross-cultural differences, the expansion of cultural knowledge, and the adaptation of services to meet culturally unique needs. Providing medically necessary specialty behavioral health, substance abuse, and co-occurring disorder services in a culturally competent manner is fundamental in any effort to ensure success of high quality and cost-effective services. Offering those services in a manner that fails to achieve its intended result due to cultural and linguistic barriers is not cost effective.

C. Contractor shall assess the demographic make-up and population trends of its service area to identify the cultural and linguistic needs of the eligible beneficiary population. Such studies are critical to designing and planning for providing appropriate and effective behavioral health, substance abuse, and co-occurring disorder services.

D. Contractor shall provide cultural competency training on an annual basis to all staff. This training shall address the ethnic, cultural, and language needs of clients. Training can be provided by County on a space available basis or obtained by Contractor from an independent source(s). Contractor shall provide the County with documentation of the cultural competency trainings by submitting the required reports as outlined in Exhibit D, Terms and Conditions.

E. Contractor shall implement practices and protocols that are inclusive and responsive to

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

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

G. Language Access and Translation Requirements

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

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

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

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

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

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

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

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

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

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

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

VII. OWNERSHIP OF EQUIPMENT

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

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

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

VIII. CLINICAL REVIEW AND/OR PROGRAM EVALUATION

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

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

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

IX. CONFIDENTIALITY

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

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

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

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

X. DISPUTES

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

XI. APPLICABLE LAWS, REGULATIONS, ETC.

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

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

XII. NON-DISCRIMINATION IN SERVICES AND EMPLOYMENT

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

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

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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.

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

XVII. FEDERAL/STATE DEBARMENT/EXCLUSIONS

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

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program.

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

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

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

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

F. DEBARMENT AND SUSPENSION CERTIFICATION

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

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

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

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

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

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

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- 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

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parties hereto intend to convey to anyone any "legitimate claim of entitlement" with the meaning and rights that phrase has been given by case law.

XX. AMENDMENT

Except as provided under paragraph IV, Terms and Conditions, in the Agreement, this Agreement may be amended only by written instrument signed by the County and Contractor; provided, however, that the County may unilaterally amend this Agreement, in whole or in part, to reflect any changes to the State Contracts.

XXI. WAIVER

The waiver by the County or any of its officers, agents, or employees, or the failure of the County or its officers, agents, or employees to take action with respect to any right conferred by, or any breach of any obligation or responsibility of this Agreement shall not be deemed to be a waiver of such obligation or responsibility, or subsequent breach of same, or of any terms, covenants or conditions of this Agreement.

XXII. AUTHORIZED REPRESENTATIVE

The person executing this Agreement on behalf of Contractor affirmatively represents that she/he has the requisite legal authority to enter into this Agreement on behalf of Contractor and to bind Contractor to the terms and conditions of this Agreement. Both the person executing this Agreement on behalf of Contractor and Contractor understand that the County is relying on this representation in entering into this Agreement.

XXIII. PUBLIC RECORDS ACT

Upon its execution, this Agreement (including all exhibits and attachments) shall be subject to disclosure pursuant to the California Public Records Act.

XXIV. COST SETTLEMENT

A. If the Contractor provides mental health services as defined in CCR Title 9 (whether Medi-Cal or non-Medi-Cal), Contractor shall provide County a Certified Annual Mental Health Cost Report. Contractor shall certify and submit a Cost Report covering the preceding County fiscal year of July 1 through June 30, in a form satisfactory to the Director and as prescribed by the State in the Cost Reporting Data Collection Manual and Short-Doyle/Medi-Cal cost report instructions. This Cost Report is due to the County no later than October 31 unless otherwise specified by the Director. In the event that this Agreement expires or is terminated on a date other than June 30, Contractor shall provide County such a Cost Report, covering the preceding period of July 1 through the date of expiration or termination no later than forty-five (45) days after the date of expiration or termination unless otherwise specified by the Director.

B. The Cost Report calculates the Cost per unit as the lowest of Actual Cost, Published Charge, and County Maximum Allowance (CMA) or approved Negotiated Rate. If actual cost is MORE than the CMA, the contractor will incur a loss, and if the CMA is LESS than the cost, then the amount of excess payment beyond cost must be returned to the County when cost settlement occurs.

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- C. In the event that Contractor's per unit rates in the Cost Report are less than the rates paid by County, County may cost settle with Contractor. In the event of cost settlement, the County shall invoice Contractor for repayment upon County's final review of the annual Cost Report. Contractor shall remit payment to County within 45 days of invoice, unless an alternate repayment agreement is structured in writing and approved by the Health and Human Services Agency Director.
- D. Contractor will be subject to Federal, State, or local audits at any time. Contractor and County will each be responsible for any audit errors or omissions on their part. The annual State Department of Health Care Services/Federal Audit may not occur until five years after close of fiscal year and not be settled until all Audit appeals are completed/closed.
- E. Contractor may use unaudited financial statements as the basis of cost information for completion of the Cost Report. Contractor will forward a copy of the unaudited financial statements to County along with the completed Cost Report.
- F. Contractor shall provide the Certified Audited Financial Reports to the County as specified in Exhibit D, Section V.
- G. This Cost Report is subject to examination and audit by Federal, State, or local government, and their authorized representatives, to determine its compliance with this Agreement and any applicable laws and regulations.
- H. County shall inform Contractor of any audit finding relevant to the Contractor. Contractor and County shall take any necessary actions to respond to, correct, and resolve the audit findings.
- I. Should the County, State and/or Federal government, and their authorized representatives, disallow any paid goods and/or services, or determine that Contractor has misspent funds, or been overpaid based on the requirements of this Agreement and applicable laws and regulations, County shall demand repayment from Contractor for any amount determined disallowable.
- J. County shall determine the final compensation to the Contractor based on the final audited Cost Report at the actual rate and the total compensation shall not exceed the maximum payable set forth Section III of this Agreement.

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 Empire Hotel Alcoholic Rehabilitation Center, Inc., EHRC, Inc. dba Empire Recovery Center (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 \$60,000.00. CONTRACTOR or subcontractor of CONTRACTOR shall not submit a claim to, or demand or otherwise collect reimbursement from, the beneficiary or persons acting on behalf of the beneficiary for any specialty or related administrative services provided under this contract, except to collect other health insurance coverage, share of cost, and co-payments
3. **Term.** The term of this Agreement commences July 1, 2021 and shall remain in effect through June 30, 2022, unless terminated earlier pursuant to this Agreement. County's Board of Supervisors hereby ratifies and approves for payment, services provided by Empire Hotel Alcoholic Rehabilitation Center, Inc., EHRC, Inc., from July 1, 2021 to the date of approval of this Agreement by the Board of Supervisors.
4. **Termination.** Either party may terminate this agreement by giving thirty (30) days written notice to the other party.
 - a. If, in the Director's sole judgment, Contractor's performance of the obligations, duties and responsibilities required of Contractor by this Agreement jeopardize the health, safety, or welfare of any person, then County may terminate this Agreement immediately upon written notice served upon the Contractor.
 - b. If this Agreement is terminated, the Contractor shall promptly supply all information necessary for the reimbursement of any claims submitted to the State.
5. **Non-Appropriation of Funds.** It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, the County shall have no liability to pay any further funds whatsoever to Contractor or furnish any other consideration under this Agreement and Contractor shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of

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

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

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

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

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

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

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

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

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

County:

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

Contractor:

Marjeanne Stone
Executive Director
1237 California St.
Redding, CA 96001

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

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

CONTRACTOR:

By: _____
Name: Marjeanne Stone
Title: Executive Director
Date signed:

CONTRACTOR:

By: _____
Name: Art Sevilla
Title: Assistant Director
Date signed:

COUNTY:

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

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

APPROVED AS TO CONTENT:

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

ATTEST:

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

APPROVED AS TO FORM:

Deputy County Counsel

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 Empire Hotel Alcoholic Rehabilitation Center, Inc., EHRC, Inc. dba Empire Recovery Center referred to herein as Business Associate ("BA"), dated July 1, 2021.

RECITALS

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

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

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

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

1. Definitions

a. **Breach** shall have the meaning given to such term under the HITECH Act [42 U.S.C. Section 17921].

b. **Business Associate** shall have the meaning given to such term under the Privacy Rule, the Security Rule, and the HITECH Act, including but not limited to, 42 U.S.C. Section 17938 and 45 C.F.R. Section 160.103.

c. **Covered Entity** shall have the meaning given to such term under the Privacy Rule and the Security Rule, including, but not limited to, 45 C.F.R. Section 160.103.

d. **Data Aggregation** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.

e. **Designated Record Set** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501. Electronic Protected Health

Information means Protected Health Information that is maintained in or transmitted by electronic media.

f. **Electronic Health Record** shall have the meaning given to such term in the HITECT Act, including, but not limited to, 42 U.S.C. Section 17921.

g. **Health Care Operations** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.

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

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

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

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

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

2. **Obligations of Business Associate**

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

b. **Permitted Disclosures.** BA shall not disclose Protected Information except for the purpose of performing BA's obligations under the Contract and as permitted under this Agreement. BA shall not disclose Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so disclosed by CE. However, BA may disclose Protected Information (i) for the proper management and administration of BA; (ii) to

carry out the legal responsibilities of BA; (iii) as required by law; or (iv) for Data Aggregation purposes for the Health Care Operations of CE. If BA discloses Protected Information to a third party, BA must obtain, prior to making any such disclosure, (i) reasonable written assurances from such third party that such Protected Information will be held confidential as provided pursuant to this Addendum and only disclosed as required by law or for the purposes for which it was disclosed to such third party, and (ii) a written agreement from such third party to immediately notify BA of any breaches of confidentiality of the Protected Information, to the extent it has obtained knowledge of such breach [42 U.S.C. Section 17932; 45 C.F.R. Sections 164.504(e)(2)(i), 164.504(e)(2)(i)(B), 164.504(e)(2)(ii)(A) and 164.504(e)(4)(ii)].

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

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

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

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

g. Access to Protected Information. BA shall make Protected Information maintained by BA or its agents or subcontractors in Designated Record Sets available to CE for inspection and copying within ten (10) days of a request by CE to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.524 [45 CF.R. Section

164.504(e)(2)(ii)(E)]. If BA maintains an Electronic Health Record, BA shall provide such information in electronic format to enable CE to fulfill its obligations under the HITECH Act, including, but not limited to, 42 U.S.C. Section 17935(e).

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

i. **Accounting Rights.** Promptly upon any disclosure of Protected Information for which CE is required to account to an individual, BA and its agents or subcontractors shall make available to CE the information required to provide an accounting of disclosures to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.528, and the HITECH Act, including but not limited to 42 U.S.C. Section 17935(c), as determined by CE. BA agrees to implement a process that allows for an accounting to be collected and maintained by BA and its agents or subcontractors for at least six (6) years prior to the request. At a minimum, the information collected and maintained shall include: (i) the date of disclosure; (ii) the name of the entity or person who received Protected Information and, if known, the address of the entity or person; (iii) a brief description of Protected Information disclosed and (iv) a brief statement of purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure. In the event that the request for an accounting is delivered directly to BA or its agents or subcontractors, BA shall within five (5) days of a request forward it to CE in writing. It shall be CE's responsibility to prepare and deliver any such accounting requested. BA shall not disclose any Protected Information except as set forth in Sections 2.b. of this Addendum [45 C.F.R. Sections 164.504(e)(2)(ii)(G) and 165.528].

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

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

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

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

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

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

3. **Termination**

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

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

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

4. **Disclaimer**

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

5. **Certification**

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

6. **Amendment**

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

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

7. Assistance in Litigation of Administrative Proceedings

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

8. No Third-Party Beneficiaries

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

9. Interpretation

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

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

COVERED ENTITY

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

BUSINESS ASSOCIATE

Name Marjeanne Stone
Title: Executive Director
Address: 1237 California St.
Redding, California 96001
Signed: _____
Date: _____

EXHIBIT A - SCOPE OF WORK

The Empire Recovery Center is a non-profit organization dedicated to the furtherance of recovery from alcohol and drug addiction in a social model setting. It is now accessible for persons with mobility challenges.

The program is a community-based, peer-group oriented residential setting that provides shelter, detox, and recovery services to ambulatory and mentally competent males and females. It is a non-profit corporation governed by a community-represented Board of Directors and is staffed by qualified and empathetic individuals who help to maintain a supportive environment and provide recovery. Alumni and volunteers provide assistance in maintaining this atmosphere.

Program services include: Social model Detox, individual consultation and education sessions, recreational activities, vocational referral services, and assistance to residents in obtaining community support services.

EXHIBIT B - FEE SCHEDULE

<u>Residential Treatment</u>	<u>Daily Rate</u>
Residential Program Services	\$125.00
<ul style="list-style-type: none">• Aftercare• Evidence Based programs: Cognitive• Behavioral Treatment emphases• Motivational Interviewing• Thinking for a Change• Relapse Prevention• Parenting Skills• Exercise and practice of pro-recovery skills in the real world• Life skills• Social skills• Alcoholics Anonymous• Narcotics Anonymous• Moral Recognition Therapy• Recovery Rangers- 12 step based Veteran Specific Program• Red Road to Well briety• Celebrate Recovery	
Detoxification Services	\$150.00
<ul style="list-style-type: none">• Nutritious meals and Hydration• Peer Support• Non-Medical Detoxification• Social Model• Encouragement to choose recovery• Referral to community resources and supports	

INVOICING AND PAYMENT:

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

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

EXHIBIT C
MEDI-CAL REQUIREMENTS

I. PROVIDER CERTIFICATION

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

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

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

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

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

EXHIBIT C
MEDI-CAL REQUIREMENTS

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

II. BENEFICIARY ELIGIBILITY

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

III. PATIENT RIGHTS

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

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

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

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

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

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

EXHIBIT C
MEDI-CAL REQUIREMENTS

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

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

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

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

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

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

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

IV. MEDICAL NECESSITY CRITERIA

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

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

V. ASSESSMENT

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

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

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

VI. CLIENT PLANS

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

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

Frequency/Timeliness of Client Plan:

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

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

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

VII. PROGRESS NOTES

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

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

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

Frequency of Progress Notes:

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

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

Timeliness of Progress Notes:

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

VIII. PROGRAM INTEGRITY

A. Compliance Program

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

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

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B. Fraud Reporting Requirements

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

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

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

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

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

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

C. Service Verification

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

D. Required Disclosures

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

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individual providers, information regarding:

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

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

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

EXHIBIT D- TERMS AND CONDITIONS

I. COUNTY AUTHORITY; CONTRACTOR ELIGIBILITY

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

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

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

II. PERSONNEL; PERFORMANCE STANDARDS

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

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

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

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

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

III. RECORDS, RETENTION, REVIEW, ETC.

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

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

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

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

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

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

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

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

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

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

IV. REPORTS

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

B. Practitioner Information Report:

☐ NPI/License List

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

☐ Practitioner ID Request Form

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

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

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

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

PLUMASQICONCERNS@PCBH.SERVICES

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C. Program Report:

Performance Outcome Measures (POM)

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

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

D. Expenditure Reports

1. Contract Expenditures

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

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

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

E. Fiscal Year Annual Reports

1. Annual Training Report

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

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

2. Aggregated Staff and Volunteer Ethnicity Survey

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

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

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

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

4. Certified Mental Health Cost Report

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

5. Certified Audited Financial Reports

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

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

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

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

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

V. AUDITS

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

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

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

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

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

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

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

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

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

VI. CULTURAL COMPETENCY

A. Cultural competence is defined as a set of congruent practice behaviors, attitudes, and policies that come together in a system, agency, or among consumer providers and professionals which enable that system, agency, or those professional and consumer providers to work effectively in cross-cultural situations.

B. Contractor recognizes that cultural competence is a goal toward which professionals, agencies, and systems should strive. Becoming culturally competent is a developmental process and incorporates at all levels the importance of culture, the assessment of cross-cultural differences, the expansion of cultural knowledge, and the adaptation of services to meet culturally unique needs. Providing medically necessary specialty behavioral health, substance abuse, and co-occurring disorder services in a culturally competent manner is fundamental in any effort to ensure success of high quality and cost-effective services. Offering those services in a manner that fails to achieve its intended result due to cultural and linguistic barriers is not cost effective.

C. Contractor shall assess the demographic make-up and population trends of its service area to identify the cultural and linguistic needs of the eligible beneficiary population. Such studies are critical to designing and planning for providing appropriate and effective behavioral health, substance abuse, and co-occurring disorder services.

D. Contractor shall provide cultural competency training on an annual basis to all staff. This training shall address the ethnic, cultural, and language needs of clients. Training can be provided by County on a space available basis or obtained by Contractor from an independent source(s). Contractor shall provide the County with documentation of the cultural competency trainings by submitting the required reports as outlined in Exhibit D, Terms and Conditions.

E. Contractor shall implement practices and protocols that are inclusive and responsive to

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

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

G. Language Access and Translation Requirements

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

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

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

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

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

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

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

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

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

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

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

VII. OWNERSHIP OF EQUIPMENT

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

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

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

VIII. CLINICAL REVIEW AND/OR PROGRAM EVALUATION

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

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

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

IX. CONFIDENTIALITY

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

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 be settled until all Audit appeals are completed/closed.
- E. Contractor may use unaudited financial statements as the basis of cost information for completion of the Cost Report. Contractor will forward a copy of the unaudited financial statements to County along with the completed Cost Report.
- F. Contractor shall provide the Certified Audited Financial Reports to the County as specified in Exhibit D, Section V.
- G. This Cost Report is subject to examination and audit by Federal, State, or local government, and their authorized representatives, to determine its compliance with this Agreement and any applicable laws and regulations.
- H. County shall inform Contractor of any audit finding relevant to the Contractor. Contractor and County shall take any necessary actions to respond to, correct, and resolve the audit findings.
- I. Should the County, State and/or Federal government, and their authorized representatives, disallow any paid goods and/or services, or determine that Contractor has misspent funds, or been overpaid based on the requirements of this Agreement and applicable laws and regulations, County shall demand repayment from Contractor for any amount determined disallowable.
- J. County shall determine the final compensation to the Contractor based on the final audited Cost Report at the actual rate and the total compensation shall not exceed the maximum payable set forth Section III of this Agreement.



204 Fairgrounds Road, Quincy, CA 95971 530-283-6272 Fax: 530-283-6431
johnsteffanic@countyofplumas.com www.plumas-sierracountyfair.net

MEMORANDUM

DATE: June 28, 2021
TO: The Honorable Board of Supervisors
FROM: John Steffanic, Fair & Event Center Manager
SUBJECT: Acceptance of grant for PSPS Mitigation from CDFA

It is recommended that the Board:

Accept a grant from the California Department of Food and Agriculture, Fairs and Expositions for PSPS Mitigation

a. CCA Project #PLU-21-047 \$82,970.12

Background and discussion:

The State of California has set aside \$5,000,000 in grants for infrastructure improvements at California Fairgrounds, specifically to deal with PSPS events. This project is 100% funded by those grants and all work will be done by California Construction Authority (CCA), a JPA serving California Fairs. The work must be done before the State will release the funds, so Plumas County is being asked to pay CCA for the work, and then be reimbursed with the grant funds from the State in 60 to 90 days. It is anticipated that the Fair will have the necessary cash flow to accommodate this arrangement.

The work that will be done includes docking stations for portable generators on the Administration Building, the Main Well Pump, the Mineral Building and the Tulsa Scott Pavilion. Serpilio Hall is currently served by a permanent generator. Work includes all labor, equipment and materials to complete the project.

Thank you for your consideration,

John Steffanic
Fair & Event Center Manager



California
CONSTRUCTION
AUTHORITY

1776 Tribute Road, Suite 220
Sacramento, CA 95815

Reception (916) 263-6100
Fax (916) 263-6116

Plumas-Sierra County Fair
204 Fairground Rd.
Quincy, CA 95971

Invoice

Invoice Number: 3063
Invoice Date: 6/9/2021
Customer Code: PLU
Project: PLU21047
Plumas-Sierra PSPS Mitigation

-Please make checks payable to California Construction Authority
-Please process payment via ACH/WIRE or send check via certified mail,
contact CCA for more details

Description	Amount
Design Development	4,656.56
Construction Design	6,026.13
Bidding Process	6,095.66
Construction	66,191.77
	\$82,970.12

Thank you for your business!

Terms: **Due in 30 Days**

Questions: mlee@ccaauthority.org

Net Invoice: \$82,970.12
Sales Tax: 0.00
Invoice Total: \$82,970.12

INDIVIDUAL PROJECT AGREEMENT
between
CALIFORNIA CONSTRUCTION AUTHORITY
and
PLUMAS-SIERRA COUNTY FAIR
for
PLUMAS-SIERRA PSPS MITIGATION


CCA PROJECT# PLU-21-047

This Individual Project Agreement ("IPA") is entered into this **Wednesday, June 9, 2021**, by and between the Construction Authority ("CCA"), a joint powers authority, and Plumas-Sierra County Fair ("Fair"). CCA and Fair are referred to as the "parties" and individually referred to as a "party."

Whereas, CCA and Fair desire to enter into this IPA to specify how CCA will perform certain project services for Fair.

Now, therefore, the parties agree as follows:

1. Master Project Agreement Incorporated. All terms and conditions of the Master Project Agreement between the parties dated August 17th, 2016 and will be incorporated herein by this reference.
2. Scope of Services. CCA shall perform the services and work set forth in the Scope of Services ("Services"), attached hereto as Exhibit "A" and incorporated herein, for the identified project ("Project").
3. Not to Exceed Amount. Payment by Fair under this IPA shall not exceed the amount of **EIGHTY-TWO THOUSAND, NINE HUNDRED SEVENTY and 12/100 DOLLARS (\$82,970.12)** or as later modified in writing between the parties.
4. Project Budget; CCA Fees. The Project Budget Outline, including CCA fees, is attached hereto as Exhibit "B" and incorporated herein. Fair agrees to pay CCA for the Services in accordance with the Project Budget Outline.
5. Project Budget Funds. Fair shall place the Project Budget funds into the Project Fund Account held by CCA. CCA shall administer the Project Fund Account in accordance with the terms of this IPA and CCA policy. CCA shall provide Fair with accounting reports of Project funds, at completion of project following reconciliation, or upon request of the Fair, if required.


Initial as Read

6. Approvals by Fair.

CCA will request Fair approval of the Project at the following milestones:

- a. Fair to approve the award of the construction contract following the CCA procurement process, and prior to construction commencing.
- b. Fair to approve payments to the Project contractor(s), prior to CCA making payments.

7. Termination. Either party may terminate this IPA by giving the other party 30 days prior written notice of termination and completing any non-revocable obligations. Upon termination of this IPA, Fair shall compensate Authority, in accordance with the Project Budget, for all Services performed prior to termination including compensation for all non-revocable obligations. Notice of such termination shall be given in accordance with Section 11 (Notice) of the Master Services Agreement.

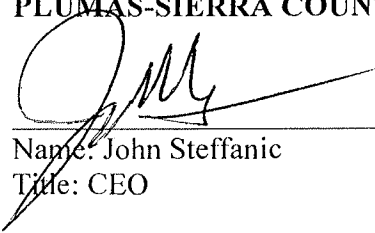
This IPA is executed as of the date first above written.

CALIFORNIA CONSTRUCTION AUTHORITY

Name: Randy Crabtree Jr.
Title: Executive Officer

Date

PLUMAS-SIERRA COUNTY FAIR



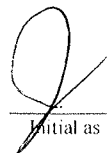
Name: John Steffanic
Title: CEO

6/25/21
Date

Approved as to form:



Sara James
Deputy Plumas County Counsel



Initial as Read

EXHIBIT "A"

SCOPE OF SERVICES

1. The Fair's designated Project is the "Plumas-Sierra PSPS Mitigation". The site of the Project is at 204 Fairgrounds Road, Quincy, CA 95971.
2. Upon receipt of signed IPA, CCA will perform the following services and work:
 - A. The contract will be between CCA and the Fair. The project consists of four phases:
 - Phase 1: Design Development
 - Phase 2: Construction Design
 - Phase 3: Bidding Process
 - Phase 4: Construction
 - B. CCA will retain a qualified design engineer to design the project, prepare engineering plans, drawing, and specifications for bidding and construction purposes to conduct the project. This may include material selection, code compliance review, design drawings, and associated details. (Phase 1 and Phase 2).
 - The plans are to be prepared and stamped by a qualified registered engineer, and reviewed and approved by CCA.
 - CCA will provide project management and administration services associated with the project design phases process.
 - C. CCA will prepare and coordinate the bid documents, manage the bid solicitation, RFC process, job walk, Addendum process, and bid opening. The bid documents will include contracting information and technical specifications for bidding purposes. (Phase 3)
 - A single Bid Document will be prepared, with a single pre-bid meeting/job walk and bid opening event to address the project per directions prepared by the CCA. A single contractor will be engaged by CCA, to perform the construction work.
 - CCA will review bids, check references, check licenses and registrations, public records requests, public works compliance, and issues notices to award construction contract.
 - CCA will provide project management and administration services associated with the project design and bidding process.
 - D. Based upon the formal bidding process, CCA will engage the contractor to conduct the construction work in accordance with approved plans (Phase 4). The project scope of

work consists of labor, equipment, and materials to upgrade and improve the PSPS Mitigation that consists of the following:

- Administration Building:
Install 200A ATS and docking station. Connect and integrate into the existing electrical system.
- Well Pump House:
Install 100A 480V ATS and docking station.
- Mineral Building and Tulsa Scott Pavilion:
Install 400A breaker to feed new sub-panel and join multiple breakers into one sub-panel. Install 400A sub-panel with one 300A breaker and two 100A breakers adjacent to the 1600A switchboard. Install 400A ATS and docking station adjacent to the switchboard and integrate into the existing electrical infrastructure. Install a fair-provided sub-panel in Mineral Building.

CCA will not provide indemnification or evidence of errors or omissions insurance to the Fair.

The performance of CCA's scope of services is to the benefit of the Fair. To accomplish these services, CCA may engage third parties. Additionally, known and unknown third parties may be affected by the performance of this IPA. Therefore, the Fair agrees to reimburse CCA for all costs and expenses incurred in connection with the Project or arising out of the performance of this IPA, including, but not limited to, all costs and expenses arising out of claims asserted by third parties against CCA. The Fair shall not reimburse CCA for costs and expenses incurred as a result of CCA's sole, active negligence or willful misconduct.

Should a dispute arise and either party is required to institute any action or proceeding to enforce any provision of this IPA or for damages by reason of an alleged breach of any provision hereof, the prevailing party shall be entitled to receive all costs and expenses (including reasonable attorneys' fees and disbursements) incurred by such prevailing party in connection with such action or proceeding. CCA will take no further action until the Fair accepts the terms and conditions of this IPA. CCA represents and warrants that it has the statutory and/or legal authority to enter into contracts with general contractors for the express and specific purpose of performing the work identified in the IPA. CCA further represents and warrants that it has the statutory and/or legal authority to enter into this IPA with the Fair.

The cost to implement the scope of work including estimated direct expenses and fees is **EIGHTY-TWO THOUSAND, NINE HUNDRED SEVENTY and 77/100 DOLLARS (\$82,970.12)**. Please note the breakout of the allocation of costs, see Exhibit B.

EXHIBIT "B"

PROJECT BUDGET OUTLINE

**PLUMAS-SIERRA FAIR PSPS MITIGATION
PLUMAS-SIERRA COUNTY FAIRGROUNDS**

CCA PROJECT# PLU-21-047

Cost Breakdown

PROJECT COSTS		
Phase 1: Design Development	\$ 4,656.56	
Phase 2: Construction Design	\$ 6,026.13	
Phase 3: Bidding Process	\$ 6,095.66	
Phase 4: Construction	\$ 66,191.77	
		\$ 82,970.12
Total Costs, with Fees		\$ 82,970.12

Each Phase contains Contingency Funds. Any Contingency Funds not used during each Phase, will be transferred to the Contingency Funds of a later phase.



4C

BOARD OF SUPERVISORS STAFF REPORT

TO: Honorable Board of Supervisors
FROM: Tracey Ferguson, AICP, Planning Director *T.F.*
MEETING DATE: September 14, 2021
SUBJECT: **CONSENT ITEM:** Approve and authorize Chair to sign Letter of Support to the California Fire Safe Council regarding the California Fire Safe Council 2021 County Coordinators Grant Program

STAFF RECOMMENDATION:

Approve and authorize Chair to sign Letter of Support to the California Fire Safe Council designating the Plumas County Fire Safe Council as the primary applicant to the California Fire Safe Council 2021 County Coordinators Grant Program on behalf of Plumas County.

BACKGROUND:

The California Fire Safe Council, in partnership with the California State Association of Counties and the Rural County Representatives of California, announced the 2021 County Coordinators Grant Program to assist counties with wildfire mitigation outreach and coordination. The objective of the County Coordinators Grant is to educate, encourage, and develop county-wide collaboration and coordination among various wildfire mitigation groups operating within counties containing State Responsibility Area (SRA) lands.

Up to 24 counties across California will receive a one-time grant of \$175,000 to cover administrative costs relevant to county-wide coordination efforts, including but not limited to the salary, support, and administrative costs for a designated County Coordinator.

Grant deadline is September 30, 2021.

DISCUSSION:

The Plumas County Fire Safe Council is an invaluable resource and partner of Plumas County in providing public outreach, direct fuel reduction assistance programs, and fire prevention service benefits to County residents to help reduce the loss life and property caused by wildfire.

As such, it is recommended the Plumas County Board of Supervisors authorize the Plumas County Fire Safe Council to be the primary applicant on behalf of Plumas County for the California Fire Safe Council 2021 County Coordinators Grant Program and serve as the Grant Program subrecipient.

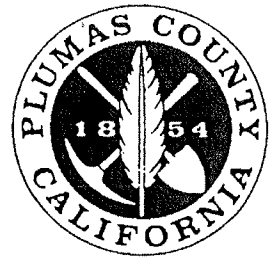
The Plumas County Fire Safe Council is aware that, as the County's designated subrecipient organization, they will be required to work closely with the Plumas County Board of Supervisors and other fire mitigation groups within Plumas to meet the County Coordinators Grant Program objectives to educate, encourage, and develop county-wide collaboration and coordination.

ATTACHMENT:

1. Letter of Support

BOARD OF SUPERVISORS

DWIGHT CERESOLA, DISTRICT 1
KEVIN GOSS, DISTRICT 2
SHARON THRALL, DISTRICT 3
GREG HAGWOOD, DISTRICT 4
JEFF ENGEL, DISTRICT 5



September 14, 2021

Dear California Fire Safe Council,

The Plumas County Board of Supervisors (Board) understands the California Fire Safe Council (CFSC) was first formed as a project of the California Department of Forestry and Fire Protection (CAL FIRE) in 1993 with the vision to eliminate destructive wildfires and a mission to be California's leader in wildfire risk reduction and resiliency. Further, the Board acknowledges local fire safe councils (FSC) are grassroots, community-led organizations that mobilize residents to protect their homes, communities, and environments from catastrophic wildfire.

The Plumas County Board of Supervisors authorizes the Plumas County Fire Safe Council (PCFSC) to be the primary applicant on behalf of Plumas County for the California Fire Safe Council 2021 County Coordinators Grant Program and serve as the Grant Program subrecipient.

The PCFSC is an invaluable resource and partner of Plumas County in providing public outreach, direct fuel reduction assistance programs, and fire prevention service benefits to County residents to help reduce the loss life and property caused by wildfire. Plumas County has a high percentage of Very High Fire Hazard Severity Zones, a history of damaging fires, and a higher proportion of low-income communities pursuant to Assembly Bill 1550.

The PCFSC is aware that, as the County's designated subrecipient organization, they will be required to work closely with the Plumas County Board of Supervisors and other fire mitigation groups within Plumas to meet the County Coordinators Grant Program objectives to educate, encourage, and develop county-wide collaboration and coordination.

The Board is prepared to support and assist the PCFSC and is invested and confident that the PCFSC can execute the scope of the Grant Program in meeting project goals and objectives, such as building a census of all active wildfire mitigation groups, analyzing gaps in countywide wildfire resiliency and emergency preparedness, and developing mechanisms to improve outreach and coordination efforts; in addition to executing the deliverables and expectations, such as participating in monthly check-in meetings with CFSC staff, tracking and monitoring collaborative efforts developed by the County Coordinator, and submitting quarterly programmatic and fiscal reports.

Should you require additional confirmation of Plumas County's support of PCFSC and the authorization of PCFSC to apply on behalf of Plumas County for the 2021 County Coordinators Grant Program, the Clerk of the Board may be reached at 530-283-6170.

Signed,

Jeff Engel
Chair, Plumas County Board of Supervisors

Clerk to the Board of Supervisors
County of Plumas, State of California
Heidi Putnam



TODD JOHNS
SHERIFF/CORONER
DIRECTOR

Office of the Sheriff

Office of Emergency Services


1400 E. Main Street, Quincy, California 95971 • (530) 283-6375 • Fax 283-6344

4D

Memorandum

DATE: September 2, 2021

TO: Honorable Board of Supervisors

FROM: Sheriff Todd Johns 

RE: Agenda Item for the meeting of September 14, 2021

Recommended Action:

Approve and sign the Agreement for Law Enforcement Services between the City of Portola, the County of Plumas and the Plumas County Sheriff's Office.

Background and Discussion:

The City of Portola does not maintain its own police department, therefore, the City contracts with the Plumas County Sheriff's Office to provide law enforcement services.

This agreement provides services such as enforcing City codes and ordinances that would not be enforced by the Sheriff's Office without it.

This amendment is for the period of July 1, 2021 - June 30, 2022 and the City has agreed to pay \$130,000.00 for services as per the agreement.

This agreement has been reviewed by County Counsel.

**AGREEMENT FOR LAW ENFORCEMENT SERVICES
BETWEEN THE CITY OF PORTOLA,
THE COUNTY OF PLUMAS,
AND THE PLUMAS COUNTY SHERIFF'S OFFICE**

THIS AGREEMENT ("Agreement") is made and entered into by and between the City of Portola, a municipal corporation organized and existing under the laws of the State of California ("City"), the County of Plumas, a political subdivision of the State of California ("County"), and the Plumas County Sheriff's Office ("PCSO"). City, County, and PCSO may be referred to hereinafter individually as "Party" or collectively as the "Parties" as the context may require.

For and in consideration of the mutual promises herein exchanged the Parties do hereby agree as follows:

1. TERM

1.1. Effective Dates. This Agreement shall be effective for a period of twelve (12) months from July 1, 2021 through June 30, 2022 unless terminated sooner as provided herein.

1.2. Renewal. At any time during the term of this Agreement the Parties may meet to evaluate the terms of this Agreement and may modify, approve and/or ratify any renewal of this Agreement to the effective date of such renewal. Any amendment shall be in writing and approved by City's City Council, County's Board of Supervisors, and the Plumas County Sheriff.

1.3. Termination. Notwithstanding the provisions of Paragraphs 1.1 and 1.2 above, any Party may terminate this Agreement upon notice in writing to the other Parties of not less than forty-five (45) days prior thereto. In the event that this Agreement is terminated for any reason, the obligations of the City and the County for mutual indemnification as set forth herein shall continue after any such termination.

1.4. Negotiations for Renewal or New Agreement. On a date to be mutually determined by and between the Parties hereto, but not more than forty-five (45) days prior to the termination date of this Agreement, the Parties shall meet and confer concerning the terms and conditions under which this Agreement might be extended or a successor agreement executed. This Section 1.4 shall be applicable without regard to the means of termination of the Agreement, whether expiration pursuant to Section 1.1 or termination pursuant to Section 1.3.

2. SCOPE OF SERVICE

2.1. Duties of County. The County agrees to provide, through the Sheriff thereof and PCSO, which agrees to furnish, municipal police protection and code enforcement within the corporate limits of the City of Portola to the extent and in the manner hereinafter set forth. The services shall encompass duties and functions of the type falling under the jurisdiction of and customarily rendered by a city police department under statutes of the State of California. Such services shall include the following:

2.1.1 Enforcement of State statutes;

- 2.1.2 General traffic enforcement;
- 2.1.3 Traffic accident investigation for accidents occurring within City limits and not falling under the jurisdiction of the California Highway Patrol;
- 2.1.4 Animal Control Services
- 2.1.5 In the event the PCSO experiences a shortage of manpower and cannot fully staff itself, PCSO shall use its best efforts to continue to provide law enforcement services to the City pursuant to this Agreement and will not reduce services to the City any more than it reduces services in all of the unincorporated areas of the County;
- 2.1.6 All other police and law enforcement services as the Sheriff deems necessary to maintain law and order in the City.
- 2.1.7 All law enforcement services provided under this Agreement are subject to the operational standards and policies of PCSO.

2.2 Duties of City. During the term of this Agreement, the Sheriff shall function as the ex officio Chief of Police for the City, unless the Sheriff, with City's consent, delegates this function and designation to a subordinate officer of PCSO. The Chief shall confer with the City Manager on all questions related to the performance of the law enforcement services to the City, except as otherwise provided herein. All direction from City to the Sheriff shall come through the City Manager.

3. REPORTS AND MEETINGS

3.1 Reports. On a monthly basis, PCSO shall provide the City Manager with a written or oral review of law enforcement activities in City. Such reviews will address: (i) services performed; (ii) crime statistics; (iii) any major incidents occurring within City within the reporting period; (iv) trends in criminal activities; (v) code enforcement issues; and (vi) any other information considered pertinent by PCSO. At no additional charge to the City, PCSO will, if requested, provide an in-person, verbal, quarterly report to the City Council, plus supplemental reports at any time that the City Manager or City Council requests additional information regarding major incidents or other significant law enforcement issues affecting City.

3.2 Prompt Notification of Serious Felonies. In the event that any serious felonies are committed within City limits, PCSO personnel shall so inform the City Manager as soon as is practicable. Serious felonies triggering this reporting requirement shall include, but not be limited to, homicide, manslaughter, armed robbery, arson, kidnapping, and sexual assault.

3.3 Meetings. PCSO administration personnel will meet with the City Manager when deemed necessary by any Party. Routine questions and concerns will be addressed by City to the sergeant stationed at the Portola substation. At no additional charge to the City, PCSO personnel

will attend meetings of City's City Council at least quarterly or as requested by the City Manager or City Council.

3.4 Grants. PCSO and the City of Portola will work together and collaborate on potential grant opportunities that will enhance law enforcement services inside the City of Portola.

4. SCHEDULING OF ASSIGNED DEPUTY

4.1 Hiring and Supervision. The responsibility for supervision of law enforcement services, hiring of personnel, establishing standards of performance, assignment of personnel, maintaining discipline, determining training required, maintaining personnel files, and other matters relating to the performance of services and control of personnel, shall remain with County. County is bound to abide by bargaining agreements covering County employees performing services hereunder. The City Manager will consult with PCSO regarding PCSO's scheduling and performance under this Agreement.

4.2 Investigations and Complaints. Internal Affairs investigations and citizen complaints concerning performance of services under this Agreement shall be handled and investigated by PCSO.

5. EMPLOYMENT STATUS OF ASSIGNED DEPUTY(S)

5.1 Personnel Remain County Employees. All persons employed by County to perform services pursuant to this Agreement shall be and remain County employees and shall, at all times, be under the direction and control of County. All persons employed by County to perform services pursuant to this Agreement shall be entitled solely to the rights and privileges given to County employees, and shall not be entitled, as a result of providing services required hereunder, to any rights or privileges given to City employees.

5.2 Limited Agency Relationship. For the purpose of performing services under this Agreement, and for the purpose of giving official status to the performance thereof where necessary, every County employee engaged in the performance of any service hereunder shall be deemed to be an agent of City while performing services for City, which services are within the scope of this Agreement and are purely municipal functions. Notwithstanding the agency relationship created by this provision, City shall not be liable for any act or omission of any County employee unless otherwise specifically provided elsewhere in this Agreement.

5.3 Responsibility for Direct Payment of Compensation. City shall not be liable for the direct payment of any salaries, wages, other compensation or benefits to any County personnel performing services hereunder for County or any liability other than that provided for in this Agreement.

6. COMPENSATION FOR SERVICES RENDERED

6.1 Base Payment. City shall compensate the County of Plumas a sum of \$130,000.00 (one hundred and thirty thousand dollars for the law enforcement services provided under this

Agreement. Payment shall be made no later than 30 days after the City receives COPS funding from the State of California remitted through the County, typically in January, April, and July.

6.2 Credits.

6.2.1 Collection of Fees and Charges. All fees collected by PCSO related to the provision of services provided under this Agreement shall be credited to City on a pro rata basis and accounted for on a monthly basis.

6.2.2 Fines and Forfeitures of Bail. Fines and forfeitures of bail under Penal Code Section 1463 et seq. resulting from services performed under this Agreement shall be distributed as though the persons performing services under this Agreement were employees of City.

6.2.3 City Exempt from Fees. The City shall be exempt from and shall not be obligated to pay any fees for alarm permits, alarm activation or response to alarms by the Sheriff's Department for any building or facility owned by the City.

6.3 Substation Lease. As additional consideration for the services provided under this Agreement, City shall lease the building located at 324 South Gulling Street in City to PCSO for use as a substation, pursuant to the terms and conditions of the Lease pertaining thereto.

7. INDEMNIFICATION

7.1. Claims Arising from Sole Acts or Omissions of County. County does hereby agrees to defend and indemnify City, its agents, officers and employees (hereinafter collectively referred to in this paragraph as "City"), from any claim, action or proceeding against City, arising solely out of the acts or omissions of County in the performance of this Agreement. At its sole discretion, City may participate at its own expense in the defense of any claim, action or proceeding, but such participation shall not relieve County of any obligation imposed by this Agreement. City shall notify County promptly of any claim, action or proceeding and cooperate fully in the defense.

7.2. Claims Arising From Sole Acts or Omissions of City. The City hereby agrees to defend and indemnify County, its agents, officers and employees, (hereinafter collectively referred to in this paragraph as "County"), from any claim, action or proceeding against County, arising solely out of the acts or omissions of City in the performance of this Agreement. At its sole discretion, County may participate at its own expense in the defense of any claim, action or proceeding, but such participation shall not relieve City of any obligation imposed by this Agreement. County shall notify City promptly of any claim, action or proceeding and cooperate fully in the defense.

7.3. Claims Arising From Concurrent Acts or Omissions. County hereby agrees to defend itself, and the City hereby agrees to defend itself, from any claim, action or proceeding arising out of the concurrent acts or omissions of County and City. In such cases, County and City

agree to retain their own legal counsel, bear their own defense costs, and waive their right to seek reimbursement of such costs, except as provided in Section 7.5 below.

7.4. Joint Defense. Notwithstanding section 7.3 above, in cases where County and City agree in writing to a joint defense, County and City may appoint joint defense counsel to defend the claim, action or proceeding arising out of the concurrent acts or omissions of City. Joint defense counsel shall be selected by mutual agreement of County and City. County and City agree to share the costs of such joint defense and any agreed settlement in equal amounts, except as provided in paragraph 7.5 below. County and City further agree that neither party may bind the other to a settlement agreement without the written consent of both County and City.

7.5. Reimbursement and/or Reallocation. Where a trial verdict or arbitration award allocates or determines the comparative fault of the parties, County and City may seek reimbursement and/or reallocation of defense costs, settlement payments, judgments and awards, consistent with such comparative fault.

8. SUBROGATION

8.1 Reciprocal Subrogation. To the extent that County incurs any loss for which it is compensated in whole, or for more than fifty percent of its losses, by City, County shall assign its rights and interest in any claim or cross complaint that it may legally have or be entitled to assert, to City. To the extent that City incurs any loss for which it is compensated in whole, or for more than fifty percent of its loss by County, City shall assign its rights and interest in any claim or cross complaint that it may legally have or be entitled to assert, to County.

8.2 Prosecution of Assigned Claims. To the extent that County or City has assigned its rights and interest in any claim to another Party, the Party receiving the assignment shall timely prosecute any such action in good faith and with reasonable diligence. If any recovery is obtained the Parties shall equitably share in any such recovery to the extent of their interests.

9. RIGHT TO AUDIT RECORDS

Upon reasonable notice, any Party shall have the right to inspect and audit any records maintained by any other Party relevant to this Agreement, to the extent allowed by law.

10. ADMINISTRATION OF COPS GRANT FUNDS AND/OR ANY OTHER LAW ENFORCEMENT GRANTS

City will use Citizen's Option for Public Safety ("COPS") grant funds provided by the State of California, and may use any other State or federal funds which are or may become available, to pay for services provided pursuant to this Agreement. If these funds are to be used, City will develop a written plan to ensure that the use of the funds is consistent with the legislative purpose of the grant programs. Pursuant to section 30061(c)(2) of the California Government Code, PCSO will make written requests to City for funds for law enforcement services in a manner consistent with City's intention to use COPS funds to pay for a portion of the services provided pursuant to this Agreement, and

will take all other steps necessary to facilitate the transfer of COPS funds from County's Supplemental Law Enforcement Services Fund to City. PCSO will neither oppose City's use of COPS and/or any other grant funds for this purpose, nor seek to exert any control or influence over the expenditure of these funds by City, although this Section 10 shall not be deemed to impose any restrictions on PCSO's use of any funds paid it by City. PCSO further agrees that City is and shall be deemed to be the "recipient agency" and/or "recipient entity", as those terms are defined and used in section 30062 of the California Government Code.

11. SPECIAL EVENT SERVICES

At the request of City, or at the request of community organizations or private individuals with written concurrence of the City Manager, PCSO may agree to provide extra law enforcement/security services for special events and functions occurring within the City. If PCSO provides such extra services, it shall do so in the same basis that it provides similar services in the unincorporated areas of the County.

12. INTERNAL POLICIES

If requested by PCSO or the City Manager, an internal policy memorandum may be entered into by and between PCSO and the City Manager with respect to questions relating to the provision of service under this Agreement. The policy will set forth the question raised and agreements reached in resolution of the question. The intent and purpose of each such policy shall be to implement, interpret, or clarify administratively one or more provisions of this Agreement. No such policy shall have the effect of amending this Agreement unless an amendment to this Agreement is approved in writing by the City Council and the County Board of Supervisors. In the event of any inconsistency between the terms of such policy and the terms of this Agreement, the terms of this Agreement shall prevail.

13. AMENDMENTS

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.

14. NOTICES

Any notices required or desired to be served by any Party upon any other Party shall be addressed to the respective Parties as set forth below, or to such other addresses as from time to time may be designated by the respective Parties:

County

Chief Administrative Officer
County of Plumas
520 Main Street, Room 309
Quincy, CA 95971

City

City Manager
PO. Box 1225
Portola, CA 96122

PCSO

Todd Johns, Sheriff
1400 E. Main Street
Quincy, CA 95971

An information copy of any notice to County shall also be sent to:

Clerk of the Board of Supervisors
County of Plumas
520 Main Street, Room 309
Quincy, CA 95971

15. SEVERABILITY

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall continue in full force and effect.

16. ENTIRE AGREEMENT

This Agreement is intended by the Parties hereto as a final expression of their understanding with respect to the subject matter hereof and as a complete and exclusive statement of the terms and conditions thereof and supersedes any and all prior and contemporaneous agreements and understandings, oral or written, in connection therewith.

17. NO OBLIGATIONS TO THIRD PARTIES

Nothing in this Agreement, or any of the addenda hereto, is intended to nor shall it create any right in any person, firm, corporation or entity, other than in the Parties hereto, including but not limited to the employees of the Parties, to any of the benefits hereunder. Nothing herein is intended to expand the duties and obligations of City, County, and/or PCSO with regard to any third parties.

18. CONSTRUCTION OF AGREEMENT

This Agreement shall be construed and enforced pursuant to the laws of the State of California.

IN WITNESS WHEREOF, the Parties hereto have accepted, made and executed this Agreement upon the terms, conditions and provisions above stated the day and year first below written.

CITY OF PORTOLA

By: _____

Title: City Manager

Date: _____

ATTEST:

By: _____

Title: City Clerk

By: _____

Title: Mayor, City of Portola

Date: _____

Approved as to Form:

By: _____

Title: City Attorney

COUNTY OF PLUMAS/PLUMAS COUNTY SHERIFF'S OFFICE

By: _____

Title: Sheriff

Date: _____

ATTEST:

By: _____

Title: Clerk of the Board

By: _____

Title: Chair of the Board of Supervisors

Date: _____

Approved as to Form:

By:  7/1/2021

Title: County Counsel


5A



PLUMAS COUNTY BEHAVIORAL HEALTH SERVICES

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

Tony Hobson, Ph.D., Director

DATE: September 14, 2021
TO: Honorable Board of Supervisors
FROM: Tony Hobson, Behavioral Health Director 
SUBJECT: Master Fee Schedule FY 2021/2022

Recommendation

Approve the attached Master Fee Schedule for Mental Health services for FY 2021/2022.

Background and Discussion

The State Department of Mental Health (DMH) in 1998 set forth guidelines for uniform patient fee schedules for community mental health services. Plumas County Behavioral Health reviewed and adjusted the rates for patient fees in the 2019/2020 fiscal year derived from the settled cost report which was based on 2015/2016 expenses. Since October 2018, adjustments have been made to the department in staffing and cost bases. Based on the cost for previous years and the unsettled cost report for 2019/2020, it is necessary to adjust the fee schedule for 2021/2022 budget year.

It is respectively recommended these new attached rates (Exhibit A) are approved by the Board to properly align with the rates reported on Behavioral Health's last submitted cost reports to the State.

RESOLUTION NO. 21-_____

RESOLUTION AMENDING PORTIONS OF THE MASTER FEE SCHEDULE TO AMEND EXISTING BEHAVIORAL HEALTH SERVICES PATIENT/CLIENT FEE SCHEDULES.

WHEREAS, the Board of Supervisors of the County of Plumas, State of California, has previously adopted a Master Fee Schedule establishing service fees for county departments, and

WHEREAS, the Master Fee Schedule needs further revision to establish new and amend existing Behavioral Health client fees associated with patient fees for various mental health services.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors, County of Plumas, State of California, as follows:

1. The Master Fee Schedule adopted by Resolution 19-8447 on November 5, 2019 is hereby amended as referenced by Exhibit A.
2. The fees set forth in Exhibit "A" shall take effect immediately from the date of adoption of this resolution as provided in the California Welfare and Institution Code 5709-5717.
3. Existing fees not included in this Resolution or amended thereafter shall remain in full force and effect according to its specific authorization, whether by Board order, resolution, ordinance or State Law.

The foregoing resolution was duly passed and adopted by the Board of Supervisors of the County of Plumas, State of California, at a regular meeting of said Board held on the 14th day of September 2021, by the following vote:

AYES:

NOES

ABSENT:

Chairperson, Board of Supervisors

ATTEST:

By: _____
Clerk of the Board of Supervisors


EXHIBIT A**PLUMAS COUNTY BEHAVIORAL HEALTH
Medi-Cal, Insurance & Client Fee Schedule
Effective September 14, 2021**

MODE OF SERVICE/ SERVICE FUNCTION	SERVICE DESCRIPTION	RATES FOR CHILD/ADULT/OLDER ADULTS
	OUTPATIENT SERVICES	
15/1510	Collateral Services	\$4.77/staff minute
15/1530	Assessment (Including Psychiatric Evaluation)	\$4.77/staff minute
15/1540	Individual Therapy	\$4.77/staff minute
15/1558	Therapeutic Behavioral Services	\$4.77/staff minute
15/1550	Group Therapy	\$4.77/staff minute
15/1560	Medication Support	\$7.04/staff minute
15/1570	Crisis Intervention	\$5.55/staff minute
	CASE MANGEMENT BROKERAGE SERVICES	
15/1501	Case Management Brokerage	\$7.05/staff minute
	ACUTE HOSPITAL INPATIENTS SERVICES (24-hour)	
05/10	Hospital Inpatient	\$1624.58 Client Day
05/19	Hospital Administrative Day Per: MHSUDS INFO NOTICE NO: 16-062	\$560.71 Client Day
	UNIFORM FEE SCHEDULE	
	Sliding Scale	\$37-\$600
	Tony Hobson, Ph.D. Behavioral Health Director	

**Plumas County Department
of Child Support Services**
blackford.michelle@Plumas.cse.ca.gov
(530) 283-6117

Memo

To: The Honorable Board of Supervisors

From: Michelle Blackford, Director of Child Support Services 

CC:

Date: September 1, 2021

Re: Authorize the Director of Child Support Services to Recruit and Fill Vacant, Funded and Allocated 1.0 FTE **Child Support Assistant OR Child Support Specialist II or II** Position

RECOMMENDATION

It is recommended that the Board approve the request of the Child Support Services Director to recruit and fill the vacant, allocated 1.0 FTE **Child Support Assistant OR Child Support Specialist I or II** position (vacant since 8/13/21).

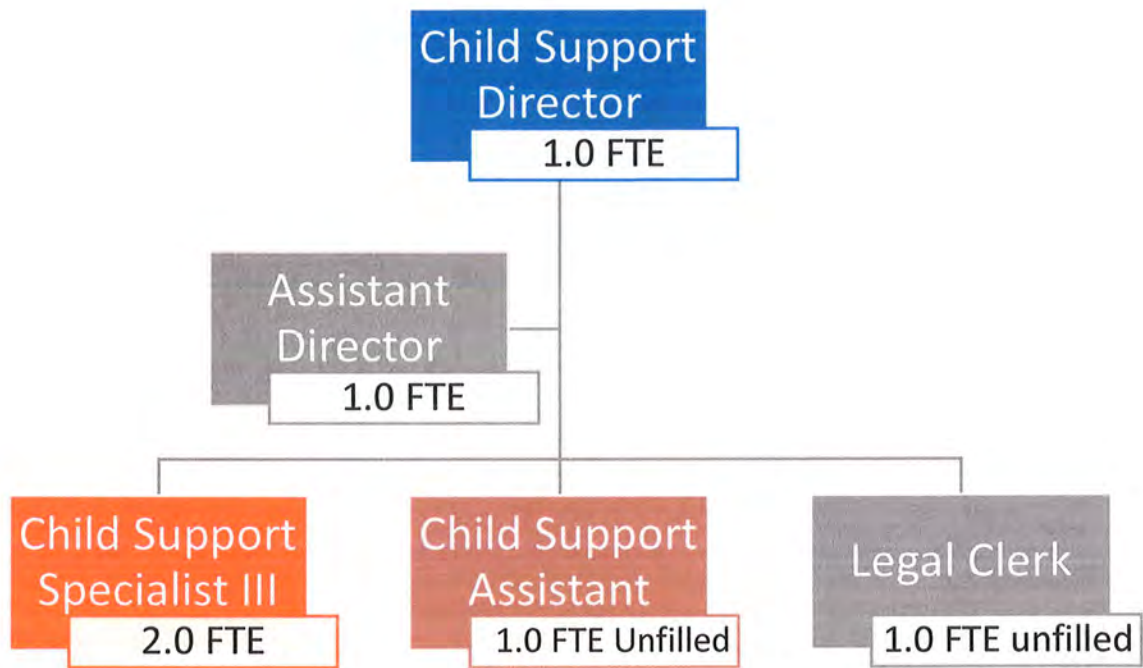
BACKGROUND AND DISCUSSION

The Department's 2021/2022 approved position allocation consists of 3.0 FTE Child Support Assistant or Child Support Specialist I, II or III. As of 8/13/21 1.0 of the allocated FTEs has been vacant.

The Department lost 1.0 FTE allocated Legal Clerk position in 3/2021 due to retirement. I don't intend to fill that position until I have a better idea of the 2022/2023 budget outlook. In the meantime, filling the requested allocated position will substantially aid in maintaining the workload. Without out it, the Department would be down 2.0 FTEs.

The 2021/2022 Child Support Budget adequately funds the filling of the requested position.

Thank you.



PLUMAS COUNTY DEPT. OF
CHILD SUPPORT SERVICES
2021/2022 ORG CHART



Child Support Assistant I

Class Code:
CSA I - MSS

Bargaining Unit:

CALHR

Established Date: Jun 7, 2002

Revision Date: Jul 1, 2003

SALARY RANGE -

~~\$14.00~~ \$0.00 Hourly ~~\$14/HR - \$17.04/HR~~
\$0.00 Biweekly
\$0.00 Monthly
\$0.00 Annually

CLASS DEFINITION AND DESCRIPTION:

Applies Federal, State and local codes, procedures, and rules to assist Child Support Specialists in securing current and delinquent child support payments; and performs related work as required.

Working under close supervision, Child Support Assistant I is the entry/trainee level in the Child support Assistant class series. Employees in this class receive in-service training, and are given detailed instructions in the performance of routine duties related to assisting Child Support Specialists in securing delinquent child support payments. As requisite skills and knowledge are developed, greater independence and the full scope of responsibility are exercised. Employees are expected to promote to Child Support Assistant II after one year of satisfactory performance at the trainee level.

TYPICAL DUTIES, EMPLOYMENT STANDARDS AND KSAS:

Duties may include, but are not limited to, the following.

For Child Support Assistant I, duties are performed at the trainee level:

- Assists Child Support Specialists in processing cases and preparing cases for court action according to established routine and procedures.
- Operates and uses an automated system to input and extract information and generate reports and documents.
- Develops, organizes and distributes documents for child support cases.
- Establishes and maintains child support files.
- Interviews individuals to obtain pertinent information related to child support cases.
- Responds to general inquiries from the public.
- Contacts and retrieves relevant information from other jurisdictions.

- Processes and distributes incoming correspondence, redirecting complex mail and/or transactions to other staff.
- Assists with the location of parents and the establishment of parent's support capability.
- Performs related duties as assigned.

EMPLOYMENT STANDARDS

Note: The level and scope of the knowledge and skills listed below are related to job duties as distinguished between the two levels in the Definition section.

Knowledge of:

- Basic arithmetic.
- English usage, grammar and spelling.
- Use of computer terminals and basic data input and retrieval mechanisms.
- Good public relations techniques.

Ability to:

- Perform basic arithmetic calculations.
- Exercise tact, diplomacy, and flexibility.
- Understand and follow written and oral instructions.
- Maintain accurate records and files.
- Operate computer equipment.
- Work with computer databases and programs common to child support enforcement activities.
- Read, interpret and apply policies, procedures and regulations.
- Maintain confidentiality.
- Establish and maintain effective working relationships.

MINIMUM QUALIFICATIONS:

One (1) year of full-time general clerical experience.

SPECIAL AND DRIVER'S LICENSE REQUIREMENTS:

DRIVERS LICENSE REQUIREMENT

Some positions in this classification may require possession of a valid California driver's license. Employees who drive on County business to carry out job-related duties must possess a valid California driver's license for the class of vehicle driven and meet automobile insurability requirements of the County. Eligibility for employment for those who do not meet this requirement due to disability will be reviewed on a case-by-case basis by the appointing authority.

HISTORY INFORMATION: NONE



Child Support Specialist I

Class Code:
CSS I - MSS

Bargaining Unit:

CALHR

Established Date: Jun 7, 2002

Revision Date: Apr 1, 2014

SALARY RANGE

~~\$14.70/HR - \$0.00 Annually~~
~~\$17.90/HR~~

CLASS DEFINITION AND DESCRIPTION:

Performs a wide variety of child support duties consisting of maintaining a caseload, locating and interviewing custodial and non-custodial parents and others to elicit factual information for the purpose of establishing child support obligations and enforcing child support laws; arranges for support payments when possible; prepares cases for court hearings as necessary; and performs related work as required.

Working under close supervision, Child Support Specialist I is the entry/trainee level in the Child Support Specialist series. Employees in this class receive in-service training, and are given detailed instructions in the performance of duties related to child support laws, regulations, and a broad range of child support casework activities. As requisite skills and knowledge are developed, greater independence and the full scope of responsibility are exercised. Employees are expected to promote to Child Support Specialist II after one year of satisfactory performance at the entry/trainee level.

TYPICAL DUTIES, EMPLOYMENT STANDARDS AND KSAS:

Duties for the Child Support Specialist I may include, but are not limited to the following:

- Manages a general caseload consisting of child support legal actions and the establishment, enforcement and collection of child support payment obligations based on established guidelines.
- Coordinates appointments for personal interviews with custodial and non-custodial parents, employers, and attorneys.
- Develops and analyzes information for the establishment of paternity.
- Uses a variety of methods, systems and procedures for locating information on custodial and non-custodial parents' assets, income, and liabilities.
- Evaluates income and expense data of custodial and non-custodial parents to determine and recommend child support payment obligations based on established guidelines.

- Responds to general inquiries and explains general child support laws, court orders, rules, regulations, and policies to public and staff.
- Participates in interviews to secure support agreements and to persuade responsible parties to make payments without recourse to legal action.
- Prepares and processes legal documents necessary for the Documents and updates customer information, contact information, case actions/history logs, and records using a state-wide automated system.
- Provides case status information, explains the complaint resolution process, and answers case specific questions for all involved parties ensuring the verbiage used cannot be interpreted as legal advice.
- Applies federal, state, and local codes, procedures, and rules in establishing and processing child support cases.
- Coordinates and/or conducts genetic tests when needed.
- Performs related duties as assigned.

EMPLOYMENT STANDARDS

Note: The level and scope of the knowledge and skills listed below are related to job duties as distinguished between the two levels in the Definition section.

Knowledge of:

- Civil and criminal law, and Federal and California laws and regulations pertaining to the establishment, and enforcement of child support obligations.
- Sources, methods and techniques used to locate non-custodial parents, relatives and related persons, assets, income, and liabilities.
- Techniques and methods for establishing paternity.
- Child Support specific collection methods and techniques.
- Legal terminology used when explaining legal procedures to customers or the public.
- When and how to prepare and process a variety of child support related legal documents in a clear and concise manner.
- The structure and content of the English language.
- Basic mathematics and business arithmetic, including addition, subtraction, multiplication, division, fractions, percentages, and decimals.

Skill/Ability to:

- Apply specialized Federal child support laws and procedures as they apply to intergovernmental and international cases.
- Explain child support procedures, regulations, and requirements to individuals from a wide variety of educational and cultural backgrounds.
- Use effective interviewing techniques to interview a wide variety of people, over the telephone and in person.
- Use patience, tact and courtesy in firmly dealing with people who may be uncooperative, unreasonable, angry, upset, or hostile.
- Collect DNA samples to establish paternity.
- Use sound independent judgment to analyze factual information, situations, and people.
- Understand financial records such as tax records, income and expense reports, and employer earnings records to determine the amount of child support payment obligations.
- Compile multiple pieces of information clearly and concisely into an organized and understandable written report or oral presentation.
- Organize work and set priorities in order to meet critical deadlines with minimal direction.
- Exercise initiative within the limits of assigned duties.
- Maintain the confidentiality of sensitive or personal information.
- Establish rapport and maintain effective working relationships with coworkers, courts, attorneys, other agencies, and the public.
- Be flexible and supportive of change.
- Ability to prioritize multiple assignments having conflicting deadlines.
- Effectively use computer and other resources to prepare and manage cases.

MINIMUM QUALIFICATIONS:

Two (2) years of full-time clerical experience which included interaction with the public;

OR

One year of full-time experience performing debt collections duties which included interviewing others for the purpose of collecting information;

OR

One year of full-time experience performing duties of a Child Support Assistant I or Office Assistant II in a Child Support Services Department;

OR

Completion of 60 semester or 90 quarter units of college.

Qualifying experience or education may be combined in order to meet the above requirements. When combining education and experience; fifteen (15) semester units or twenty-two (22) quarter units equals six months of experience.

SUPPLEMENTAL INFORMATION:

CHILD SUPPORT SPECIALIST APPLICANT INFORMATION REGARDING THE NATURE OF WORK PERFORMED

INTRODUCTION

Submitting an application is the first step toward a valuable and rewarding career as a Child Support Specialist. We offer this additional information in an effort to provide you with a clear understanding of the nature of the job and its requirements. Please take the time to review this information prior to submitting an application.

NATURE OF WORK

The primary function of a Child Support Specialist involves establishing paternity and child support obligations and enforcing child support laws. The work performed includes processing of a broad range of paperwork and entering information into a computer-based case data management system with very time sensitive agency and legal deadlines. The Child Support Specialist maintains a caseload and locates and interviews custodial and non-custodial parents and others to gather information for locating non-custodial parents and their assets, determining financial ability to pay child and medical support, establishing paternity and child support orders, and collecting those court-ordered support payments. They also prepare cases for court hearings.

Within legal requirements and departmental policies and procedures, Child Support Specialists operate with considerable independence and must exercise discretion and judgment in evaluating cases and determining the level of support and the methods of enforcement. They have discretionary ability to obtain highly confidential information from a wide variety of sources, which must be used only for business purposes. Misuse of such information is subject to criminal and civil action.

Typical duties include:

- Takes sworn statements from the custodial parent and non-custodial parent, and arranges or facilitates DNA testing in cases where paternity is in question.
- Evaluates income and expense data of custodial and non-custodial parent to determine support capability; reviews financial history to determine arrears obligation.

- Explains legal requirements and the calculation of support payments to custodial and non-custodial parents and other involved parties.
- Issues Summons and Complaints and Proposed Judgments to establish paternity and support orders and enforces those orders through wage assignments and other legal actions.
- Obtains and enforces health insurance orders.
- Recommends cases for prosecution, prepares legal documents for court filing, assists attorneys in preparing cases, and testifies in court as necessary.
- Initiates and processes such legal actions as subpoenas, orders to show cause, registration of foreign support orders, notices of assignment, writs of execution, property liens, orders of examination, and contempt of court actions pertaining to the enforcement of child support.
- Responds to and investigates complaints from custodial and non-custodial parents regarding hidden assets and/or "under the table" employment.
- Accesses computerized databases and maintains computerized files. Responds to and complete numerous daily, weekly, and monthly automated task lists.
- Responds to inquiries from the public, private attorneys, appointed and elected officials.
- Provides case status information and interprets child support statutes, regulations, and procedures to custodial and non-custodial parents.

Child Support Specialists are expected to handle a high volume of work which is deadline driven. Applicants must be able to prioritize, plan and project their work, but at the same time be flexible to changes at any moment, such as unscheduled visits from clients. They perform in a high stress work environment.

It is important to understand that the actions you take as a Child Support Specialist impact the lives of clients and their families, both emotionally and financially.

CONTROVERSIAL ISSUES

As a Child Support Specialist you may be required to take actions that conflict with your own values. A Child Support Specialist must be able to accept clients' differences and interact with them in a non-judgmental manner. Some of the controversial issues encountered in a Child Support environment include:

- Enforcing mandatory guideline child support orders that may not seem reasonable.
- Attaching the wages of non-custodial parents who then allege they will not be able to support their current family.
- Negatively impacting a non-custodial parent's credit rating.
- Intercepting state and federal tax returns.
- Revoking driver's licenses, required employment and professional licenses, and passports.
- Clients who do not wish to be cooperative.
- Clients in a highly emotional or irate mental state.
- Custodial parents involved in Welfare fraud.
- Clients who are domestic violence victims.
- Clients with felony convictions.
- Homeless individuals and families.
- Clients whose life style, culture, and/or values may be significantly different than your own.
- Mandatory reporting of child and adult abuse.

SPECIAL AND DRIVER'S LICENSE REQUIREMENTS:

Some positions may require possession of special language proficiency as a bona fide qualifications standard. In these cases, candidates must demonstrate that they possess the

required skills.

Some positions in this classification may require possession of a valid California driver's license. Employees who drive on County business to carry out job-related duties must possess a valid California driver's license for the class of vehicle driven and meet automobile insurability requirements of the County. Eligibility for employment for those who do not meet this requirement due to disability will be reviewed on a case-by-case basis by the appointing authority.

HISTORY INFORMATION:

Established: 6/7/02

Revised: 7/1/03

Revised: 8/20/13

Revised: 4/1/14



Child Support Specialist II

Class Code:
CSS II - MSS

Bargaining Unit:

CALHR

Established Date: Jun 7, 2002

Revision Date: Apr 1, 2014

\$ 15.44 / HR -
\$ 18.80 / HR

CLASS DEFINITION AND DESCRIPTION:

Performs a wide variety of child support duties consisting of maintaining a caseload, locating and interviewing custodial and non-custodial parents and others to elicit factual information for the purpose of establishing child support obligations and enforcing child support laws; arranges for support payments when possible; prepares cases for court hearings as necessary; and performs related work as required.

Working under general supervision, Child Support Specialist II is the journey level in the Child Support Specialist series. Employees at this level are expected to perform a broad range of child support casework from intake to establishment, enforcement, and case closure. Within legal requirements and departmental policies and procedures, incumbents operate with considerable independence and must exercise discretion and judgment in evaluating cases and determining the level of support and the methods of enforcement. Positions in this class are flexibly staffed and are normally filled by advancement from the lower level of Child Support Specialist I, or if filled from the outside, require prior related experience.

Child Support Specialist II differs from the higher class of Child Support Specialist III in that the latter is the advanced journey level, and incumbents act as lead worker or exercise detailed subject knowledge of a specific program area or specialized department system.

TYPICAL DUTIES, EMPLOYMENT STANDARDS AND KSAS:

Duties for the Child Support Specialist II may include, but are not limited to the following:

- Manages a general caseload consisting of child support legal actions and the establishment, enforcement and collection of child support payment obligations based on established guidelines.
- Coordinates appointments for personal interviews with custodial and non-custodial parents, employers, and attorneys.
- Develops and analyzes information for the establishment of paternity.
- Uses a variety of methods, systems and procedures for locating information on custodial and non-custodial parents' assets, income, and liabilities.
- Evaluates income and expense data of custodial and non-custodial parents to determine and recommend child support payment obligations based on established guidelines.

- Responds to general inquiries and explains general child support laws, court orders, rules, regulations, and policies to public and staff.
- Participates in interviews to secure support agreements and to persuade responsible parties to make payments without recourse to legal action.
- Prepares and processes legal documents necessary for the Documents and updates customer information, contact information, case actions/history logs, and records using a state-wide automated system.
- Provides case status information, explains the complaint resolution process, and answers case specific questions for all involved parties ensuring the verbiage used cannot be interpreted as legal advice.
- Applies federal, state, and local codes, procedures, and rules in establishing and processing child support cases.
- Coordinates and/or conducts genetic tests when needed.
- Performs related duties as assigned.

EMPLOYMENT STANDARDS

Note: The level and scope of the knowledge and skills listed below are related to job duties as distinguished between the two levels in the Definition section.

Knowledge of:

- Civil and criminal law, and Federal and California laws and regulations pertaining to the establishment, and enforcement of child support obligations.
- Sources, methods and techniques used to locate non-custodial parents, relatives and related persons, assets, income, and liabilities.
- Techniques and methods for establishing paternity.
- Child Support specific collection methods and techniques.
- Legal terminology used when explaining legal procedures to customers or the public.
- When and how to prepare and process a variety of child support related legal documents in a clear and concise manner.
- The structure and content of the English language.
- Basic mathematics and business arithmetic, including addition, subtraction, multiplication, division, fractions, percentages, and decimals.

Skill/Ability to:

- Apply specialized Federal child support laws and procedures as they apply to intergovernmental and international cases.
- Explain child support procedures, regulations, and requirements to individuals from a wide variety of educational and cultural backgrounds.
- Use effective interviewing techniques to interview a wide variety of people, over the telephone and in person.
- Use patience, tact and courtesy in firmly dealing with people who may be uncooperative, unreasonable, angry, upset, or hostile.
- Collect DNA samples to establish paternity.
- Use sound independent judgment to analyze factual information, situations, and people.
- Understand financial records such as tax records, income and expense reports, and employer earnings records to determine the amount of child support payment obligations.
- Compile multiple pieces of information clearly and concisely into an organized and understandable written report or oral presentation.
- Organize work and set priorities in order to meet critical deadlines with minimal direction.
- Exercise initiative within the limits of assigned duties.
- Maintain the confidentiality of sensitive or personal information.
- Establish rapport and maintain effective working relationships with coworkers, courts, attorneys, other agencies, and the public.
- Be flexible and supportive of change.
- Ability to prioritize multiple assignments having conflicting deadlines.
- Effectively use computer and other resources to prepare and manage cases.

MINIMUM QUALIFICATIONS:

One (1) year of full-time experience performing duties of a Child Support Specialist I in a state or local government agency.

SPECIAL AND DRIVER'S LICENSE REQUIREMENTS:

Some positions may require possession of special language proficiency as a bona fide qualifications standard. In these cases, candidates must demonstrate that they possess the required skills.

Some positions in this classification may require possession of a valid California driver's license. Employees who drive on County business to carry out job-related duties must possess a valid California driver's license for the class of vehicle driven and meet automobile insurability requirements of the County. Eligibility for employment for those who do not meet this requirement due to disability will be reviewed on a case-by-case basis by the appointing authority.

HISTORY INFORMATION:

Established: 6/7/02

Revised: 7/1/03

Revised: 8/20/13

Revised: 4/1/14

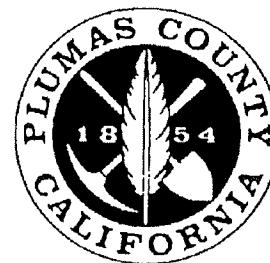
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DEPARTMENT OF HUMAN RESOURCES

520 Main Street, Room 115, Quincy, California 95971

(530) 283-6444 FAX (530) 283-6160

Email: nancyselvage@countyofplumas.com



DATE: August 30, 2021

TO: The Honorable Board of Supervisors

FROM: Nancy Selvage, Human Resources Director

**SUBJECT: AGENDA ITEM FOR BOARD OF SUPERVISORS MEETING OF
SEPTEMBER 14, 2021
RE: ADOPT RESOLUTION DELEGATING THE HUMAN RESOURCES
DIRECTOR AND AUDITOR TO DEVELOP AND IMPLEMENT
PROCESSES TO TRANSACT PERSONNEL RELATED IMPACTS FROM
THE DIXIE FIRE EMERGENCY DECLARATION**

IT IS RECOMMENDED THAT THE BOARD:

Adopt Resolution delegating the Human Resources Director and Auditor to develop and implement processes to assist Plumas County personnel related impacts from the Dixie Fire.

Plumas County declared a County emergency in Resolution # 21-8605 ratifying the Proclamation of a Countywide Local Emergency due to the Dixie Fire Significantly impacting Communities in Plumas County.

BACKGROUND AND DISCUSSIONS

Several of Plumas County's employees have been impacted by the Dixie Fire. Some of our employees have or still are on mandatory evaluation orders, lost their residences, and personal property, as well as suffered emotional losses through the traumatic and devastating Dixie Fire. The Dixie fire is still burning and we may still suffer unknown losses for our County employees.

This is the time we, as the County administrators, can provide support to our employees in the most humane way we can and within labor laws. The related expenses to cover these proposals are funded in our departments' budgets, so we are not asking for additional funds to cover employees leaves. We do have a couple of suggestions on additional assistance for those who have lost their residences from fire devastation.

Based on best practices from other major forest fires in Butte, Sonoma, and Shasta counties that were developed and implemented for their county employees, Plumas County would like to implement the following temporary employee support actions based on these best practices.

Dixie Fire Donation of Leave:

Currently Plumas County has Rule 20.02 - Catastrophic Leave Transfers for eligible employees who are on a paid disability leave. We would like to implement the same benefits for those who are on mandatory fire evaluation or have lost their residence due to the Dixie Fire and are unable to come to work at this time. Employees affected would request donations through their department head who in turn would contact Human Resources to email out the notifications. Employees could donate their vacation or other compensation time, other than sick leave, to these pooled funds. The donations are only used as needed.

Dixie Fire Recovery Leave and Pay:

To assist employees who lost their place of residence due to the Dixie Fire, the County will credit these employees with eighty hours (80) of Vacation leave to their current leave bucket to be used at the employees' discretion. Employees will need time to work with insurance agents, FEMA, Cal OES and others for loss of property. There is also the issue of new housing and places to live while in recovery. Many employees could use this time and would appreciate the County's support during this disaster.

Dixie Fire Vacation Buy Back:

Employees who have lost their residence due to the Dixie Fire will have the option to buy back up to a total of eighty hours (80) of vacation leave. The vacation buyback will be requested in two separate pay periods. The deadline to request this buyback is December 1, 2021.

A balance of 40 hours after vacation time is bought back needs to be on the leave balance to be eligible.

Dixie Fire Employee Situation Coding Matrix 9/7/2021 – 12/31/2021 – Exhibit E:

This Matrix is Dixie Fire coding required for processing expenditures related to the Dixie Fire.

Appointed Department Heads:

As of September 7, 2021 through December 30, 2021, contract workers and appointed department heads will earn overtime (OT) at straight time for work directly related to the Dixie Fire related work. All "MGMT Disaster OT" will be tracked and paid as straight time. This hazard pay is good up to sixty hours (60) of straight OT. Straight time is counted as one (1) hour for one (1) hour.

Forms and directions will follow once when the Resolution is passed and we can implement the processes related to impacts from the Dixie Fire Emergency Declaration. I believe these measures are the needed to support our employees through these hard times.

Thank you for your consideration in this matter.

RESOLUTION NO. 2021- _____

**ADOPT RESOLUTION DELEGATING THE HUMAN RESOURCES DIRECTOR AND
AUDITOR TO DEVELOP AND IMPLEMENT PROCESSES TO TRANSACT
PERSONNEL RELATED IMPACTS FROM THE DIXIE FIRE EMERGENCY
DECLARATION
EFFECTIVE SEPTEMBER 14, 2021 THROUGH DECEMBER 30, 2021**

WHEREAS, Plumas County Personnel Rule 5.01 provides amendments to be made by resolution the County Classification Plan covering all positions in the County service; and

WHEREAS, it is necessary to amend personnel policies related to the Emergency Declaration Resolution No. 21-8605; and

WHEREAS, the Human Resources Director and Auditor are now requesting approval of this Resolution to provide Plumas County employees who were affected by the Dixie Fire with loss of residences and mandatory evaluation orders temporary leave assistance; and

NOW, THEREFORE BE IT RESOLVED by the Plumas County Board of Supervisors as follows:

1. Dixie Fire Donation of Leave:

Currently Plumas County has Rule 20.02 - Catastrophic Leave Transfers for eligible employees who are on a paid disability leave. This Resolution would implement the same benefits for those who are on mandatory fire evacuation or have lost their residence due to the Dixie Fire and are unable to come to work at this time. Employees affected would request donations through their department head who in turn would contact Human Resources to email out the notifications. Employees could donate their vacation or other compensation time, other than sick leave, to these pooled funds. The donations are only used as needed.

2. Dixie Fire Recovery Leave and Pay:

To assist employees who lost their place of residence due to the Dixie Fire, the County will credit these employees with eighty hours (80) of Vacation leave to their current leave bucket to be used at the employees' discretion. Employees will need time to work with insurance agents, FEMA, Cal OES and others for loss of property. There is also the issue of new housing and places to live while in recovery.

3. Dixie Fire Vacation Buy Back:

Employees who have lost their residence due to the Dixie Fire will have the option to buy back up to a total of eighty hours (80) of vacation leave. The vacation buyback will be requested in two separate pay periods. The deadline to request this buyback is December 1, 2021.

A balance of 40 hours after vacation time is bought back needs to be on the leave balance to be eligible.

4. **Dixie Fire Employee Situation Coding Matrix 9/14/2021 – 12/31/2021:**

This Matrix is Dixie Fire coding required for processing expenditures related to the Dixie Fire.

5. **Appointed Department Heads:**

As of September 7, 2021 through December 30, 2021, appointed department heads will earn overtime (OT) at straight time for work directly related to the Dixie Fire. All "MGMT Disaster OT" will be tracked and paid as straight OT time. This hazard pay is good up to sixty hours (60) of straight OT. Straight time is counted as one (1) hour for one (1) hour.

The foregoing Resolution is duly passed and adopted by the Board of Supervisors of the County of Plumas, State of California, at a regular meeting of said Board held on the 14th day of September, 2021 by the following vote:

AYES:

NOES:

ABSENT:

Chairperson, Board of Supervisors

ATTEST:

Clerk of the Board





PCPHA

PLUMAS COUNTY PUBLIC HEALTH AGENCY



Growing Healthy Communities

Date: August 27, 2021

To: Honorable Board of Supervisors

From: Dana Loomis

Cc: Gretchen Stuhr, County Counsel

Agenda: **Public Hearing for September 7, 2021 at 10:00 a.m.**

Recommendation: Introduce and waive first reading of an Ordinance Adding Chapter 10 to Title 2 of the Plumas County Code Pertaining To Partnership HealthPlan of California Commission.

Background: California's Medicaid program, Medi-Cal, is a key source of health coverage in the state and the sole access to care for income eligible children, adults and people with specific medical conditions. The state administers these benefits through Medi-Cal managed care, in which the state contract with health plans to deliver these benefits to beneficiaries in exchange for a monthly premium. This premium is paid to the plan by the Department of Health Care Services (DHCS). There are six (6) managed care models approved for California counties:

Imperial County Model: originated out of the Regional Model to serve rural expansion needs. Similarly, in an Imperial Model county, there are two Knox-Keene Act licensed commercial plans that contract with DHCS to serve one or more counties. Only Imperial County participates in this model.

San Benito County Model: also originated out of the Regional Model to serve rural expansion needs. In the San Benito Model, there is one Knox-Keene Act licensed commercial plan that contracts with DHCS. Beneficiaries can choose the managed care plan or regular (fee-for-service) Medi-Cal. Only San Benito County participates in this model.

Geographic Model: the Department of Healthcare contracts with multiple Knox-Keene Act licensed commercial health plans within a single county. The GMC Model serves clearly defined geographic areas. Only two (2) counties participate in this model, Sacramento and San Diego.

Two-Plan Model: there is a county organized plan called the Local Initiative (a prepaid health plan) and a commercial plan. The Local Initiative plan is a Knox-Keene Act licensed, county sponsored

managed care plan that serves one or more counties. DHCS contracts with both plans for the delivery of Medi-Cal managed care services in the county. Fourteen (14) counties participate in this model.

County Organized Healthcare System: In this model the MediCal managed care health plan is run by the county. In a COHS county, there is only one managed care plan serving the Medi-Cal population. This is the preferred model of a majority of counties, in particular rural counties. Eight (8) counties participate in this model.

Regional Model: Rural counties that have not elected to participate as a County Organized Healthcare System model or as the Local Initiative of a Two-Plan model can offer Medi-Cal managed care through the Regional Model. The Regional Model developed for the rural expansion and consists of two commercial health plans, that are Knox-Keene Act licensed, wanting to serve two or more contiguous counties in the designated Expansion Region. Eighteen counties participate in the model, including Plumas.

DHCS is now allowing counties in the Regional Model to transition to a County Organized Healthcare System model of managed care. Ten (10) of those eighteen (18) counties, including Plumas, are in the process of transitioning to a County Organized Healthcare System model.

The summary of the State Auditor's 2019 report states that "even though Partnership operates in comparable rural counties, the two Regional Model health plans have provided beneficiaries with worse access to care than Partnership has provided its beneficiaries. In fact, our analysis showed that the Regional Model health plans have required some beneficiaries to travel hundreds of miles to reach certain health care providers, including obstetricians, oncologists, neurologists, and pulmonologists. In many instances, these distances far exceeded the distances that Partnership required its beneficiaries to travel for similar care."

A COHS managed care model is generally regarded as offering counties the greatest amount of local control, with counties being responsible for the governance of their respective plans. One specific COHS model plan is Partnership Health Plan of California (PHC). PHC is a non-profit community based health care organization that created a COHS managed healthcare plan for Medi-Cal beneficiaries. PHC began providing services in Solano County in 1994 and now serves 14 Northern California counties. Prior to the 2013 managed care expansion, many Northern California counties sought to join the COHS model under PHC, however, DHCS restricted the number of counties allowed to do so. Unfortunately, this limitation resulted in the automatic assignment of those counties into the Regional managed care model, as well as the selection of Anthem Blue Cross and California Health and Wellness as the plans. Neither Plumas County nor the other impacted counties were consulted by DHCS prior to the assignment into the Regional model of managed care or the selection of Anthem Blue Cross and California Health and Wellness as the plans.

In 2018, Senator Jim Nielsen's request for an audit of DHCS's oversight of managed care in the 18 counties assigned to the Regional model was approved by the Joint Legislative Audit Committee. In 2019, the State Auditor released a report titled "Department of Health Care Services: It Has Not

Ensured That Medi-Cal Beneficiaries in Some Rural Counties Have Reasonable Access to Care". The report found a number of shortcomings in the provision of services to beneficiaries in rural counties, including Plumas. The report concluded with the recommendation that these counties be allowed to transition to a COHS model of care. Pursuant to the State Auditor's recommendations, DHCS released information on the upcoming statewide procurement of commercial Medi-Cal managed care plans and issued an instruction that all counties wishing to transition to a COHS should submit a letter of intent to DHCS by March 31, 2021. The Board of Supervisors approved the required letter of intent on March 16, 2021.

Plumas County is one of ten (10) counties who have approved letters of intent to join PHC and are presenting similar ordinances to their respective Boards. Nevada County is the first of the 10 partner counties to pass this ordinance, effective August 10, 2021.

By joining PHC's multi-county commission, Plumas County is taking an active role in ensuring our Medi-Cal beneficiaries, including CCS families, receive the quality of care they deserve.

DHCS publishes reports of the Managed Care Plans, select data included below.

<https://www.dhcs.ca.gov/Documents/CA2018-19-Medicaid-Managed-Care-Survey-Summary-Report.pdf>

Comparison of beneficiary rating (from surveys) of the managed care plans – adults

- Top score was 86.1%, state weighted average was 71.8%
- Partnership was #9 with an average score of 76.7%,
- CHW was 20 with an average score of 71.2%
- Anthem was last (#26) with an average score of 56.8%

Comparison of beneficiary rating (from surveys) of the managed care plans - children

- Top score was 92.6%, state weighted average was 83.0%
- Partnership had an average score of 84.8%,
- Anthem was second to last with an average score of 78.4%
- CHW was last with an average score of 76.9%

ORDINANCE NO. _____

**ORDINANCE OF THE BOARD OF SUPERVISORS OF THE COUNTY OF PLUMAS,
STATE OF CALIFORNIA, ADDING CHAPTER 10 TO TITLE 2 OF THE PLUMAS
COUNTY CODE PERTAINING TO PARTNERSHIP HEALTH PLAN OF CALIFORNIA
COMMISSION**

The Board of Supervisors of the County of Plumas does ORDAIN as follows:

SECTION 1. Chapter 10 entitled “Partnership HealthPlan of California Commission” is added to Title 2 of the Plumas County Code to read as follows:

**TITLE 2
CHAPTER 10.
PARTNERSHIP HEALTHPLAN OF CALIFORNIA COMMISSION**

Sec. 2-10.01. Statement of Purpose

A. Partnership HealthPlan of California Commission (“Commission”) is a multi-county commission that has created a managed health care plan for Medi-Cal recipients. The purpose of this chapter is to authorize the county of Plumas to join the existing commission. This will allow the implementation of a county organized health system in Plumas County as authorized by Welfare and Institutions Code Section 14087.54.

B. The commission will negotiate an exclusive contract with the California Department of Health Care Services authorizing the expansion of the Partnership HealthPlan of California into Plumas County. This expansion is expected to occur on or about January 1, 2024.

Sec. 2-10.02. Authorization to Join Commission

Pursuant to Welfare and Institutions Code section 14087.54, the Plumas County Board of Supervisors hereby authorizes the County of Plumas to join the Commission.

Sec. 2-10.03. Membership of Commission

A. Commission representation shall be based on the number of Medi-Cal beneficiaries enrolled in the HealthPlan in each county, as determined by the Partnership HealthPlan of California established formula.

B. Individuals may be appointed to the Partnership HealthPlan Commission by the Plumas County Board of Supervisors, with recommendations from the Plumas County Director

of Public Health.

C. The Commission members appointed by the Plumas County Board of Supervisors shall serve at the pleasure of the Board and shall represent be selected as follows:

- D. Individuals appointed to the Partnership Commission may include
1. Employees of the County within Public Health
 2. Local healthcare and medical providers who provide services to Medi-Cal beneficiaries
 3. Medi-Cal beneficiaries
 4. Family members of Medi-Cal beneficiaries

Sec. 2-10.04. Term of Office

The term for the commissioners shall be for a two-year period. Nothing herein shall prohibit a person from serving more than one term. Each Commission member shall remain in office at the conclusion of the member's term until a successor member has been selected and installed into office. An office shall become vacant if a Commission member discontinues to live or work in Plumas County, or fails to attend, without advance notice, three meetings in a row of the Commission.

Sec. 2-10.05. Obligations of the Commission

Pursuant to Welfare and Institutions Code section 14087.54(d), any obligations of the Commission, statutory, contractual, or otherwise, shall be the obligations solely of the Commission and shall not be the obligations of the County of Plumas.

Sec. 2-10.06. Local Managed Care Committee

The County may establish a local managed care committee to inform the Commission on behalf of Plumas County of local health needs, priorities and issues. Individuals on this local committee shall be nominated by the Plumas County Director of Public Health or designee.

Sec. 2-10.07. Termination of Membership

The Commission shall continue to represent Plumas County until such time as the Plumas County Board of Supervisors terminates the representation. To terminate the representation, the Plumas County Board of Supervisors or its designee shall provide ninety-day notice to other participating counties and the State Department of Health Care Services, as specified in Welfare and Institutions Code section 14087.54(g).

SECTION 2. Section 1 of this ordinance shall be codified. The remainder of the ordinance shall not be codified.

SECTION 3.

This ordinance shall become effective thirty (30) days after its date of final adoption. The Clerk of the Board shall post a copy of the ordinance in a prominent location at the Board of Supervisors' Chambers and shall leave it posted for at least one week

Introduced at a regular meeting of the Board of Supervisors on the 7th day of September 2021, and passed and adopted by the Board of Supervisors of the County of Plumas, State of California, on the 14th day of September 2021, by the following vote:

AYES: Supervisors:

NOES: Supervisors:

ABSENT: Supervisors:

Chairperson, Board of Supervisors

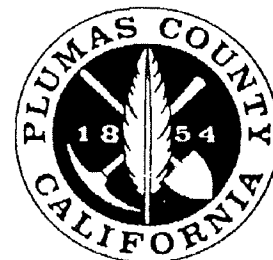
ATTEST:

Clerk of the Board of Supervisors

DEPARTMENT OF HUMAN RESOURCES

520 Main Street, Room 115, Quincy, California 95971

(530) 283-6444 FAX (530) 283-6160

Email: nancyselvage@countyofplumas.com

DATE: August 30, 2021
TO: The Honorable Board of Supervisors
FROM: Nancy Selvage, Human Resources Director

SUBJECT: AGENDA ITEM FOR BOARD OF SUPERVISORS
 MEETING OF SEPTEMBER 14, 2021

**RE: ADOPT RESOLUTION APPROVING THE DIXIE FIRE DISASTER
 RECOVERY OPERATIONS CENTER DIRECTOR (DROC) SCOPE OF
 WORK, RANGE \$39.76 PER HOUR**

**RE: ADOPT RESOLUTION APPOINTING DENNIS SCHMIDT,
 RETIRED ANNUNITANT, AS THE DISASTER RECOVERY
 OPERATIONS CENTER DIRECTOR (DROC) FOR THE
 COORDINATION OF THE DISASTER RECOVER RELATED EFFORTS
 FROM THE DIXIE FIRE**

IT IS RECOMMENDED THAT THE BOARD:

Adopt Resolution approving the Scope of Work for the DROC Director and adopt Resolution appointing Dennis Schmidt as the Disaster Recovery Operations Center (DROC) Director.

Plumas County was declared County emergency based on Resolution # 21-8605 ratifying the Proclamation of a Countywide Local Emergency due to the Dixie Fire Significantly affecting Communities in Plumas County.

BACKGROUND AND DISCUSSIONS

Under limited supervision, plans, organizes, and manages the Disaster Recovery Operations Center (DROC) for Dixie Fire in Plumas County. This interim position is vital to the coordination for debris removal for the areas impacted by the fire's devastation. Dennis Schmidt has vast experience in his former position as the Public Works Director for Butte County and from the Camp Fire that burned through the City of Paradise. This position coordinates with FEMA, Cal OES, and other partners providing the extensive knowledge needed for Plumas County's recovery efforts. This position provides coordination with appropriate County personnel to meet the overall DROC objectives. Exhibit A outlines the flow chart of staffing needs for the DROC.

The DROC was activated due to the needs of Plumas County. I am asking the attached Resolutions are effective August 23, 2021, to cover the time when Dennis Schmidt was brought on to organize the DROC.

Thank you for your consideration in this matter.

RESOLUTION NO. 2021- _____

ADOPT RESOLUTION APPROVING THE DIXIE FIRE DISASTER RECOVERY
OPERATIONS CENTER (DROC) DIRECTOR SCOPE OF WORK,
RANGE \$39.76 PER HOUR

WHEREAS, Plumas County Personnel Rule 5.01 provides amendments be made by resolution to the County Classification Plan covering all positions in the County service; and

WHEREAS, it is necessary to amend personnel policies related to the Emergency Declaration Resolution No. 21-8605; and

WHEREAS, the Human Resources Director is requesting approval of this Resolution to provide Plumas County Interim position for a DROC Director. This is an extra help, unbenefited interim position due to the Dixie Fire recovery efforts.

NOW, THEREFORE BE IT RESOLVED by the Plumas County Board of Supervisors as follows:

Adopt Resolution approving the scope of work for the DROC Director at range \$39.76, effective August 23, 2021.

Exhibit A: Scope of Work

Exhibit B: Interim Staffing Chart - DROC

The foregoing Resolution is duly passed and adopted by the Board of Supervisors of the County of Plumas, State of California, at a regular meeting of said Board held on the 14th day of September, 2021 by the following vote:

AYES:

NOES:

ABSENT:

Chairperson, Board of Supervisors

ATTEST:

Clerk of the Board

RESOLUTION NO. 2021- _____

**ADOPT RESOLUTION APPOINTING DENNIS SCHMIDT, RETIRED ANNUNITANT,
AS THE DISASTER RECOVERY OPERATIONS CENTER DIRECTOR (DROC) FOR
THE COORDINATION OF THE DISASTER RECOVER RELATED**

EFFORTS FROM THE DIXIE FIRE

WHEREAS, Plumas County Personnel Rule 5.01 provides amendments to be made by resolution the County Classification Plan covering all positions in the County service; and

WHEREAS, it is necessary to amend personnel policies related to the Emergency Declaration Resolution No. 21-8605; and

WHEREAS, the Human Resources Director is requesting approval to appoint Dennis Schmidt to the Plumas County Interim position for a DROC Director. This is an extra help, unbenefited interim position due to the Dixie Fire needed recovery efforts; and

WHEREAS, Dennis Schmidt is a CalPERS Retired Annuitant and to meet the requirements shall be appointed by the Board of Supervisors for this temporary extra help position needed for the Dixie Fire Recovery efforts.

NOW, THEREFORE BE IT RESOLVED by the Plumas County Board of Supervisors as follows:

Adopt Resolution approving the appointment of Dennis Schmidt to the DROC Director, range \$39.76, effective August 23, 2021.

Attachments:

Exhibit A: Scope of Work

Exhibit B: Interim Staffing Chart - DROC

The foregoing Resolution is duly passed and adopted by the Board of Supervisors of the County of Plumas, State of California, at a regular meeting of said Board held on the 14th day of September, 2021 by the following vote:

AYES:

NOES:

ABSENT:

Chairperson, Board of Supervisors

ATTEST:

Clerk of the Board

DIXIE FIRE Disaster Recovery Operations Center Manager (DROC)



DROC Manager Objectives:

Under limited supervision, plans, organizes, and manages the Disaster Recovery Operations (DROC) for Dixie Fire in Plumas County; directs County emergency and disaster related efforts related to planning, recovery, and mitigation; manage training, outreach and reporting activities; manage funding; provide strategic and operational oversight.

Provides coordination with appropriate County personnel to meet the overall DROC objectives. Exhibit A outlines the flow chart of staffing needs for the DROC.

Reports to the County Administrator (CA), Board of Supervisors or designee. The individual will function independently as the DROC Manager. This position is expected to have a comprehensive knowledge of all emergency and disaster activities related to fire related recovery.

Essential Functions not limited to the following:

- Directs and manages the operations of the Dixie Fire Disaster Recovery Operations Center.
- Develops and analyzes Disaster Recovery objectives and priorities consistent with established goals approved by the Board of Supervisors, CA, and the associated policy requirements.
- Works closely with DROC objectives and county departments and a variety of outside agencies and organizations to implement, document and communicate Recovery Plans.
- Assures the county meets eligibility requirements for federal, state and County reimbursement programs/funding; recommends changes as appropriate.
- Manages special management projects related to recovery as assigned by the CA and the Board of Supervisors.
- Represents Plumas County in all Disaster Recovery specific to the Dixie Fire; attends and facilitates a variety of meetings; communicates ordinances, practice and procedures of Plumas County.
- Responds to questions and concerns from the Board of Supervisors, department heads and public; resolves conflicts between the county and outside agencies as it pertains to disaster recovery and consults with County Counsel for legal advice.

- Coordinates with fire departments, law enforcement agencies and Hazmat agencies; notifies County Counsel, CA and the Board of Supervisors of emerging situations.
- Provide training and supervise as needed to the DROC support staff, to meet the center objectives.

Required Knowledge and Skills:

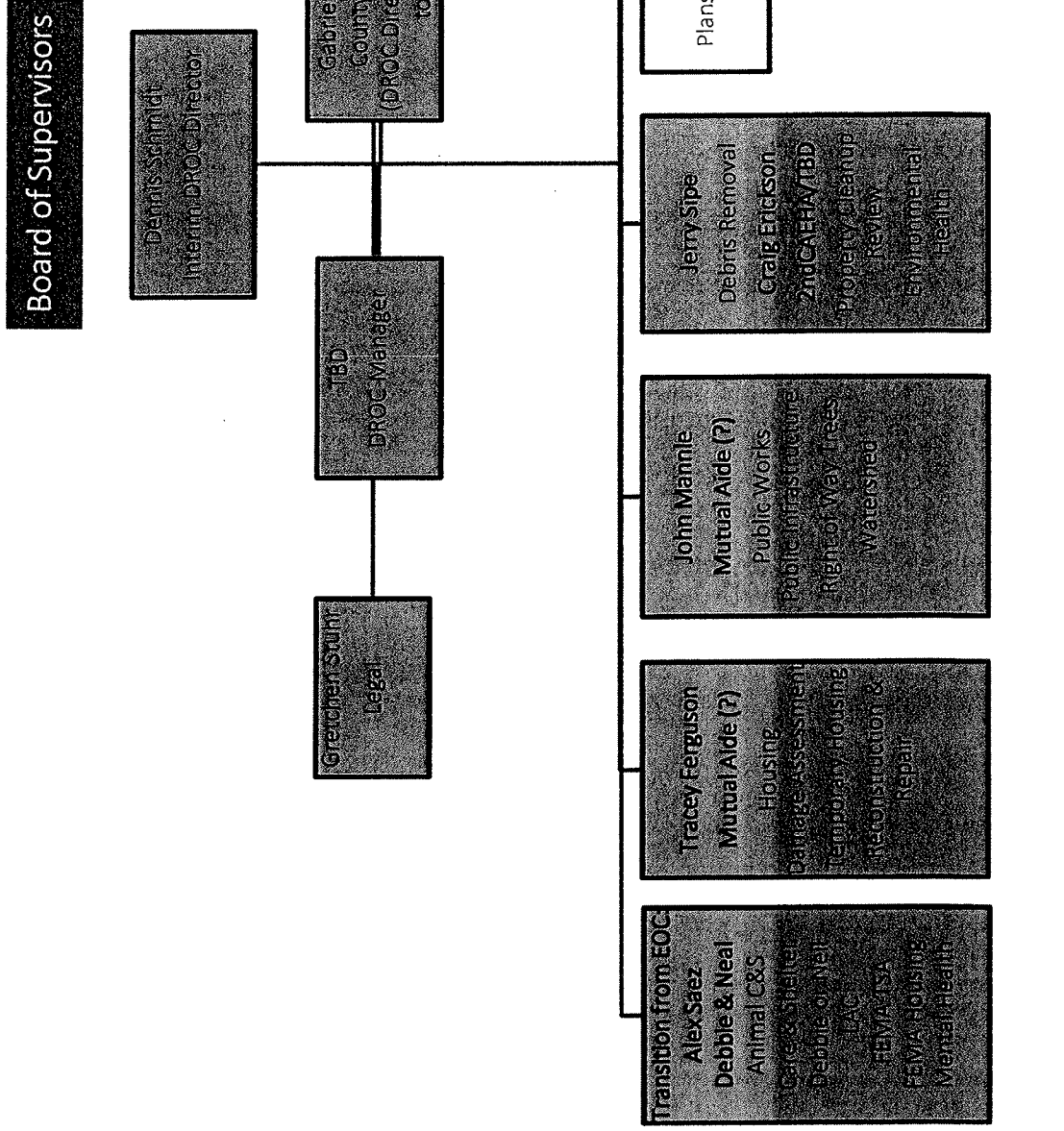
- Knowledge of disaster response and recovery program planning and development.
- Knowledge of the principles of one or more of the following: environmental health, hospital, public works, law enforcement and wildfire recovery operations.
- Knowledge of California Office of Emergency Services (Cal OES) and Federal Emergency Management Agency (FEMA).
- Knowledge of the Standardized Emergency Management System (SEMS) and National Incident Management System (NIMS).
- Knowledge of principles and practices of management necessary to assist with planning, analyzing, developing, evaluating and directing the diverse and complex activities of County government.
- Professional experience planning, managing or organizing for disaster, or mitigation efforts or emergencies.
- Excellent communication skills, both written and oral. A professional demeanor maintained at all times.

Certifications:

- Introduction to the Incident Command System (ICS) ICS -100 and Basic Incident Command Center ICS 200 training Certificates

Exhibit B

Disaster Recovery Operations Plumas County Interim Staffing Chart





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: September 3rd, 2021

TO: The Honorable Board of Supervisors

FROM: Keevin Allred, Chief Probation Officer

SUBJECT: Authorize the Probation Department to fill partially grant funded 1.0 FTE Deputy Probation Officer position.

Recommendation:

Approve the recruitment and filling of 1.0 FTE Deputy Probation Officer position. This lone Deputy Probation Officer position is partially funded via grant funding in FY21-22, split 60% SB678 and 40% General fund.

Background:

On August 27th, 2021, this FTE position became vacant via resignation. Due to its funding source, this position would be partially responsible for maintaining a caseload dealing with high risk felony offenders, alongside the investigation, assessment, and management of adult and/or juvenile cases to which their supervisor assigns and monitors for compliance with Probation conditions, guidance, and accountability.

This position is critical to Probation's obligation to protect our community, reduce recidivism, restore victims and promote healthy families.

This position is allocated and funded via the General Fund (20400) and SB678 (20409) in the 2021-2022 Recommended Budget.

Therefore, we respectfully request the approval to recruit and fill the 1.0 FTE Deputy Probation Officer position.

QUESTIONS FOR STAFFING CRITICAL POSITIONS WHICH ARE CURRENTLY ALLOCATED.

- Is there a legitimate business, statutory or financial justification to fill the position?
 - Yes, the Deputy Probation Officer I/II position is a legitimate business need.
- Why is it critical that this position be filled at this time?
 - The main function of this position is to cover a wide range of duties, including community supervision and preparing reports for the Court. In order to fulfill the Department's goals and mission, caseloads and workloads must be maintained at appropriate levels.
- How long has the position been vacant?
 - This position was vacated on August 27th, 2021 by resignation.
- Can the department use other wages until the next budget cycle?
 - Other wages are not suitable in recruiting, hiring, and retaining Deputy Probation Officers, and are therefore not an option. The job requires specific education and experience. A permanent employee in this position is important.
- What are staffing levels at other counties for similar departments and/or positions?
 - Other county Probation Departments of similar size use a comparable number of Deputy Probation Officers.
- What core function will be impacted without filling the position prior to July 1?
 - Timely flow and completion of court related documents and assessments would be impacted. Effective community supervision would be impacted.
- What negative fiscal impact will the County suffer if the position is not filled prior to July 1?
 - There would not be a negative fiscal impact to the County.
- A non-general fund department head needs to satisfy that he/she has developed a budget reduction plan in the event of the loss of future state, federal or local funding? What impact will this reduction plan have to other County departments?
 - The Probation Department is a general fund department.
- Does the department expect other financial expenditures which will impact the general fund and are not budgeted such as audit exceptions?

- The Probation Department does not expect unbudgeted audit exceptions that will affect the general fund.
- Does the budget reduction plan anticipate the elimination of any of the requested positions?
 - The Probation Department is not requesting elimination of any positions.
- Departments shall provide an estimate of future general fund support for the next two years and how the immediate filling of this position may impact, positively or negatively, the need for general fund support?
 - Barring unforeseen reductions to the position's primary funding source, SB678, the position in question will be 40% borne by the general fund.
 - Using values provided by Human Resources for an entry level Deputy Probation Officer, including health and benefits, the estimated cost to the general fund for two years would be roughly \$60,976.50. This figure may change depending on the applicant's starting rate of pay, and health insurance situation, but should come in below this figure.
- Does the department have a reserve? If yes, provide the activity of the department's reserve account for the last three years?
 - This position is partially borne by the General Fund, which cannot hold a department reserve. As the position is partially funded by SB678, the department anticipates costs of around \$91,464.76 over two years to be offset via wage/benefit transfers from SB678 to the General Fund.
 - In the event of a complete elimination of SB678 funding, the department reserves could sustain around two years of wages/benefits transfer funding at the recommended transfer amount budgeted for FY21-22.

DEPUTY PROBATION OFFICER I

DEFINITION

Under general supervision, to investigate, assess and manage cases involving adult or juvenile offenders; to supervise a caseload of assigned probationers and monitor compliance with Probation conditions of adult or juvenile offenders through supervision, guidance and accountability; and to perform related work as required.

DISTINGUISHING CHARACTERISTICS

This is the entry/training level class for the Probation Officer class series. Incumbents work under relatively close supervision, performing the most basic assignments. As experience is gained, incumbents perform more independent duties in Intake, Supervision, and Placement Programs.

REPORTS TO

Supervising Probation Officer, Chief Probation Officer

CLASSIFICATIONS SUPERVISED

None

DEPUTY PROBATION OFFICER I - 2

EXAMPLES OF DUTIES

- Receives adult and juvenile cases assigned by supervisor.
- Conducts an inquiry into the nature of the reported offense or conduct of the client and the circumstances surrounding it.
- Interviews clients regarding the charges against them and develops family history and background information.
- Interviews client's families and interested individuals to determine the nature of their environmental, employment, financial or marital difficulties.
- Talks to the referring law enforcement officer about the case.
- Prepares and submits a court report outlining pertinent information and recommending a course of action.
- Presents the report in court and answers the judge's questions concerning the case.
- May transport juveniles to/from court.
- Reviews the case files.
- Develop a plan for making regular contacts with the probationer and provide counsel, guidance, and support.
- Arranges for restitution payments to be made.
- Checks with others who are aware of probationer's activities.
- Monitors behavior to determine compliance with conditions of probation.
- Records contacts in the field book/case file.
- Reviews progress in the case with supervisor.
- 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.
- Serves as intake officer in determining if a juvenile petition should be filed.
- Determines whether court action is necessary.
- Does crisis intervention as required.
- Conducts search and seizure of person, property and vehicles.
- May advise clients of available community resources.
- May be assigned to supervise Intensive Drug cases.
- Cooperates with State and local welfare, mental health, and law enforcement agencies in cases of mutual interest.
- Attend training programs yearly.
- Respond to citizen complaints and information requests.

DEPUTY PROBATION OFFICER I - 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 and in the field environment; continuous contact with staff and the public.

DESIRABLE QUALIFICATIONS

Knowledge of:

- Federal and State laws relating 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

- Learn the principles of adult and juvenile probation work and of related court procedures.
- Learn the 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 office equipment including computer
- Make oral presentations and training before groups.
- 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 and other County and law enforcement agencies.
- Exercise sound independent judgment within general policy and guidelines.
- Prepare, review, and analyze data.

DEPUTY PROBATION OFFICER I - 4

Training and Experience:

Qualifications needed for this position:

Graduation from college with a Bachelor's degree in criminology, sociology, psychology, social work or closely related field. Some previous work experience in a probation related field is highly desirable.

OR

An Associate degree from an accredited college or university in criminal justice, behavioral science, or a related field, and two (2) years of related experience, including two (2) years as a Probation Assistant in the Plumas County Probation Department.

Substitution: A combination of related education, training, and experience performing duties such as custodial care, treatment counseling, probation, parole, corrections, criminal investigation, or other related law enforcement or counseling work may be substituted for the education at a rate of one (1) year of experience for each year of education requirement.

Licenses and Certifications:

- Penal Code 832 requirements regarding arrest, search, and seizure within one year of employment.
- Ability to successfully complete 200 hours of instruction in the Basic Probation Course as certified by the Board of Corrections Certificate for Deputy Probation Officer Core Training within one year of employment. Evidence of continued compliance with annual training requirements.
- Possession of CPR /First Aid Certificate
- 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.
- Ability to qualify for training and background which will meet the requirements of California Government Code Sections 1029 and 1031. Individuals with a felony conviction may not apply for positions as peace officers.
- Must be able to meet physical and psychological standards and pass a detailed background investigation.

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.



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: September 3rd, 2021

TO: The Honorable Board of Supervisors

FROM: Keevin Allred, Chief Probation Officer *KA*

SUBJECT: Authorize the Probation Department to fill grant funded Extra Help Probation Assistant positions.

Recommendation:

Approve the recruitment and filling of Extra Help Probation Assistant positions. These Extra Help Probation Assistant positions are budgeted at a maximum of \$20,000.00 via grant funding in the current 2021-2022 Budget year. Extra Help Probation Assistants can only work up to a maximum of 20 hours per week, and up to four extra help personnel will be hired to cover client transport and drug testing.

Background:

At the onset of the global pandemic in Plumas County, part time staff members at Probation began to be phased out entirely. As social distancing protocols were established and part time help needs waned significantly, the Department was able to lean on existing FTE staff to fulfill the drug testing and transport needs. However, as the pandemic restrictions lessen alongside a need to return to prior testing schedules, Probation finds itself requiring the services of Part Time Probation Assistants once more. No less than two Probation Assistants will be required for drug testing purposes, and it is hopeful that most if not all of the Extra Help will be available for transportation purposes.

Therefore, we respectfully request the approval to recruit and fill up to four (4) Extra Help Probation Assistant positions.

PROBATION ASSISTANT

DEFINITION

Under direction, to transport juveniles in custody to and from court; to transport juveniles in custody to group homes and juvenile halls; to insure that proper admission documents have been completed prior to admitting juveniles to juvenile halls and group homes; to supervise juveniles in the Special Purpose Juvenile Hall; to provide a variety of assistance with Probation programs; and to do related work as required.

DISTINGUISHING CHARACTERISTICS

This is a specialized class for the Probation Department. Incumbents are responsible for the transport of juveniles in custody to and from court, juvenile halls, and group homes. They are also review documents for proper completion of documents prior to admitting juveniles in group homes or juvenile halls. In addition, they supervising minors in custody while the minors are detained in the Special Purpose Juvenile Hall and provide a variety of assistance with Probation services and programs.

REPORTS TO

Chief Probation Officer. May Report to Detention Coordinator or Probation Program Coordinator for some assignments.

CLASSIFICATIONS SUPERVISED

None.

PROBATION ASSISTANT - 2

EXAMPLES OF DUTIES

- Transports juveniles to and from court, group homes, and juvenile halls.
- Has responsibility for security of juveniles during transport.
- Uses restraining equipment, as necessary, during transport.
- Inspects transport vehicle to verify proper operating condition and fuel levels.
- Supervise minors in custody in the Special Purpose Juvenile hall and maintain their security and well-being.
- May gather basic information regarding mental status and physical health of juveniles in custody.
- May gather appropriate data to cite and release juveniles to parents and guardians.
- Provides basic background information to juvenile hall and group home staff.
- Insures proper completion of juvenile hall and/or group home admission documents.
- Monitors child visits by parents.
- Calls and monitors defendants on house arrest.
- May perform drug testing.
- May assist with completion of monthly statistical information on holding cell use.
- Provides a variety of assistance with Probation programs and services.

TYPICAL PHYSICAL REQUIREMENTS

Sit for extended periods; frequently stand and walk; sufficient manual dexterity, strength, stamina, and eye-hand coordination to use restraining equipment and maintain control of juveniles; lift and move objects weighing up to 50 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, driving, and outdoor environments; sometimes works in varying weather conditions; continuous contact with staff and the public.

DESIRABLE QUALIFICATIONS

Knowledge of:

- Basic knowledge of problems and emotions of juvenile offenders.
- Restraining equipment such as handcuffs, belly chain, and leg irons.
- Safe transport methods and procedures.
- Basic knowledge of admitting procedures for group homes and juveniles.

Ability to

- Main responsibility for and carry out the safe transport of juveniles in custody.
- Use restraining equipment as necessary.
- Review and insure proper completion of group home and juvenile hall admitting documents.
- Evaluate situations and people accurately and make sound decisions regarding potential behavior problems.
- Maintain composure in stressful situations.
- Maintain and update accurate records.
- Effectively represent the Probation Department in contacts with juvenile offenders, the public, group home and juvenile hall staffs, and the courts.
- Establish and maintain cooperative working relationships.

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:

Some previous experience in working with adult and/or juvenile offenders is highly desirable.

Completion of advanced coursework in criminology, sociology, psychology, social work, criminal justice or a closely related field is also highly desirable.

Special Requirements: Possession of a valid California driver's license issued by the California Department of Motor Vehicles.

Ability to work unusual hours or shifts as dictated by transport requirements.



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: September 2, 2021
TO: The Honorable Board of Supervisors
FROM: Keevin Allred, Chief Probation Officer
SUBJECT: Request to approve Adjustments to the Public Safety Realignment Budget for FY2021-2022

Recommendation:

Approve or reject by four/fifths roll call vote, the Community Corrections Partnership (CCP) Public Safety Realignment Budget, including the adjustment to increase the allocation for the Alternative Sentencing Program by \$45,000 for FY2021-2022. This adjustment does not change the total CCP budget of \$980,975, as originally submitted. It shifts funds that would have been spent for housing high-risk clients released from State Prison and for any others involved in the criminal justice system who were in need of housing and allocates it instead to the Alternative Sentencing Program for other purposes.

Background:

The Executive CCP Committee voted on recommended funding for partner agencies and community-based agencies totaling \$980,975 with adjustments to increase Alternative Sentencing's allocation from \$144,252 to \$189,252; Probation's allocation will remain at \$216,484; Sheriff at \$485,792; Behavior Health at \$74,499; Literacy at \$14,948; PCIRC Pathways Program at \$45,000 and Ohana House at \$0 for the 2021-2022 fiscal year.

Therefore, it is respectfully recommended that the Board of Supervisors approve or reject by four/fifths roll call vote the requested adjustments to the Executive Community Corrections Partnership funding for Fiscal Year 2021-2022.

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 keevinallred@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 sevens@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 Medical 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 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.

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 ½ 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.

JOB TITLE/ CLASSIFICATION	HOURS PER WEEK	HOURLY SALARY	TOTAL SALARY REQUIRED THIS FISCAL YEAR
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.)

JOB TITLE/ CLASSIFICATION	JOB DUTIES
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:

RATE	ANNUAL AMOUNT	AMOUNT REQUIRED THIS FISCAL YEAR
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.

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:	

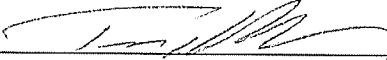
TOTAL OPERATING EXPENSES \$ _____

JUSTIFICATION OF OPERATING EXPENSES:

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: 4-27-21

Printed Name: Tony Holman 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.

PCBH 2022 ASANA

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 from, the beneficiary or persons acting on behalf of the beneficiary for any specialty or related administrative services provided under this contract, except to collect other health insurance coverage, share of cost, and co-payments
3. Term. The term of this Agreement commences July 1, 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

____ COUNTY INITIALS

- | -CONTRACTOR INITIALS _____

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.

____ COUNTY INITIALS

- 2 - CONTRACTOR INITIALS _____

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.

____ COUNTY INITIALS

- 3 - CONTRACTOR INITIALS _____

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

____ COUNTY INITIALS

- 4 - CONTRACTOR INITIALS _____

Contractor:

Dr. Nitin Nanda, Chief Executive Officer
Aligned Telehealth
6200 Canoga Avenue Suite 350
Woodland Hills, CA 91367

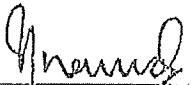
23. Time of the Essence. Time is hereby expressly declared to be of the essence of this Agreement and of each and every provision thereof, and each such provision is hereby made and declared to be a material, necessary, and essential part of this Agreement.
24. Contract Execution. Each individual executing 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.

____ COUNTY INITIALS

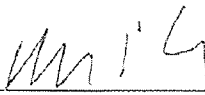
- 5 - CONTRACTOR INITIALS _____

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

CONTRACTOR:

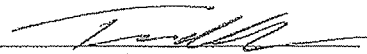
By: 
Name: Dr. Nitin Nanda
Title: Chief Executive Officer
Date signed: 11/3/2020

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

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)(i)(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."

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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)].

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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)(T)]. 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

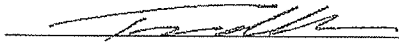
Nothing express or implied in the Agreement is intended to confer, nor shall anything herein confer, upon any person other than CE, BA and their respective successors or assigns, any rights, remedies, obligations or liabilities whatsoever.

9. Interpretation

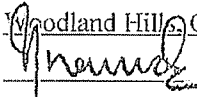
The provisions of this Agreement shall prevail over any provisions in the Contract that may conflict or appear inconsistent with any provision in this Agreement. This Agreement and the Contract shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HITECH Act, the Privacy 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:



Gretchen Stuhr
Deputy County Counsel III

9/30/20



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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 of 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.

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)

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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)

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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.

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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.

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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

Agreement Between County of Plumas and _____, FY _____

Exhibit C-3

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

Frequency/Timeliness of Client Plan:

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

EXHIBIT C
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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:

EXHIBIT C
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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).)

EXHIBIT C
MEDI-CAL REQUIREMENTS

B. Fraud Reporting Requirements

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

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

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

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

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

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

C. Service Verification

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

D. Required Disclosures

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

EXHIBIT C
MEDI-CAL REQUIREMENTS

individual providers, information regarding:

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

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

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

EXHIBIT D- TERMS AND CONDITIONS

I. COUNTY AUTHORITY; CONTRACTOR ELIGIBILITY

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

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

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

II. PERSONNEL; PERFORMANCE STANDARDS

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

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

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

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

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

III. RECORDS, RETENTION, REVIEW, ETC.

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

EXHIBIT D- TERMS AND CONDITIONS

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

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

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

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

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

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

EXHIBIT D- TERMS AND CONDITIONS

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

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

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

IV. REPORTS

A. Contractor shall submit to County the following listed reports. 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:

PLUMASQICONCERNS@PCBH.SERVICES

EXHIBIT D- TERMS AND CONDITIONS

C. Program Report:

Performance Outcome Measures (POM)

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

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

D. Expenditure Reports

1. Contract Expenditures

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

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

Submit the Contract Expenditures reports electronically via email to 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

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

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

V. AUDITS

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

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

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

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

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

EXHIBIT D- TERMS AND CONDITIONS

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

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

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

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

VI. CULTURAL COMPETENCY

A. Cultural competence is defined as a set of congruent practice behaviors, attitudes, and policies that come together in a system, agency, or among consumer providers and professionals which enable that system, agency, or those professional and consumer providers to work effectively in cross-cultural situations.

B. Contractor recognizes that cultural competence is a goal toward which professionals, agencies, and systems should strive. Becoming culturally competent is a developmental process and incorporates at all levels the importance of culture, the assessment of cross-cultural differences, the expansion of cultural knowledge, and the adaptation of services to meet culturally unique needs. Providing medically necessary specialty behavioral health, substance abuse, and co-occurring disorder services in a culturally competent manner is fundamental in any effort to ensure success of high quality and cost-effective services. Offering those services in a manner that fails to achieve its intended result due to cultural and linguistic barriers is not cost effective.

C. Contractor shall assess the demographic make-up and population trends of its service area to identify the cultural and linguistic needs of the eligible beneficiary population. Such studies are critical to designing and planning for providing appropriate and effective behavioral health, substance abuse, and co-occurring disorder services.

D. Contractor shall provide cultural competency training on an annual basis to all staff. This training shall address the ethnic, cultural, and language needs of clients. Training can be provided by County on a space available basis or obtained by Contractor from an independent source(s). Contractor shall provide the County with documentation of the cultural competency trainings by submitting the required reports as outlined in Exhibit D, Terms and Conditions.

E. Contractor shall implement practices and protocols that are inclusive and responsive to

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

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

G. Language Access and Translation Requirements

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

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

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

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

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

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

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

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

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

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

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

VII. OWNERSHIP OF EQUIPMENT

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

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

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

VIII. CLINICAL REVIEW AND/OR PROGRAM EVALUATION

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

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

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

IX. CONFIDENTIALITY

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

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

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

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

X. DISPUTES

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

XI. APPLICABLE LAWS, REGULATIONS, ETC.

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

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

XII. NON-DISCRIMINATION IN SERVICES AND EMPLOYMENT

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

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

EXHIBIT D- TERMS AND CONDITIONS
Regulations (CCR). Section 7285 et seq.).

XIII. ADMISSION POLICIES AND PATIENTS' RIGHTS

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

XIV. CONFLICT OF INTEREST

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

XV. ASSIGNMENT AND SUBCONTRACTS

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

XVI. STATUS OF CONTRACTOR

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

Agreement Between County of Plumas and _____ FY _____

EXHIBIT D- TERMS AND CONDITIONS

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

XVII. FEDERAL/STATE DEBARMENT/EXCLUSIONS

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

EXHIBIT D- TERMS AND CONDITIONS

program.

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

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

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

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

F. DEBARMENT AND SUSPENSION CERTIFICATION

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

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

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

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

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

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

EXHIBIT D- TERMS AND CONDITIONS

e) Shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under federal regulations (i.e., 48 CFR part 9, subpart 9.4), debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction, unless authorized by the State.

f) Will include a clause entitled, "Debarment and Suspension Certification" that essentially sets for the provisions herein, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

3. If the Contractor is unable to certify to any of the statements in this certification, the Contractor shall submit an explanation to the Director.

4. The terms and definitions herein have the meanings set out in the Definitions and Coverage sections of the rules implementing Federal Executive Order 12549.

5. If the Contractor knowingly violates this certification, in addition to other remedies available to the Federal Government, the County may terminate this Agreement for cause or default.

XVIII. FALSE CLAIMS ACT

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

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

XIX. ADDITIONAL PROVISIONS

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

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

EXHIBIT D- TERMS AND CONDITIONS

parties hereto intend to convey to anyone any "legitimate claim of entitlement" with the meaning and rights that phrase has been given by case law.

XX. AMENDMENT

Except as provided under paragraph IV, Terms and Conditions, in the Agreement, this Agreement may be amended only by written instrument signed by the County and Contractor; provided, however, that the County may unilaterally amend this Agreement, in whole or in part, to reflect any changes to the State Contracts.

XXI. WAIVER

The waiver by the County or any of its officers, agents, or employees, or the failure of the County or its officers, agents, or employees to take action with respect to any right conferred by, or any breach of any obligation or responsibility of this Agreement shall not be deemed to be a waiver of such obligation or responsibility, or subsequent breach of same, or of any terms, covenants or conditions of this Agreement.

XXII. AUTHORIZED REPRESENTATIVE

The person executing this Agreement on behalf of Contractor affirmatively represents that she/he has the requisite legal authority to enter into this Agreement on behalf of Contractor and to bind Contractor to the terms and conditions of this Agreement. Both the person executing this Agreement on behalf of Contractor and Contractor understand that the County is relying on this representation in entering into this Agreement.

XXIII. PUBLIC RECORDS ACT

Upon its execution, this Agreement (including all exhibits and attachments) shall be subject to disclosure pursuant to the California Public Records Act.

XXIV. COST SETTLEMENT

A. If the Contractor provides mental health services as defined in CCR Title 9 (whether Medi-Cal or non-Medi-Cal), Contractor shall provide County a Certified Annual Mental Health Cost Report. Contractor shall certify and submit a Cost Report covering the preceding County fiscal year of July 1 through June 30, in a form satisfactory to the Director and as prescribed by the State in the Cost Reporting Data Collection Manual and Short-Doyle/Medi-Cal cost report instructions. This Cost Report is due to the County no later than October 31 unless otherwise specified by the Director. In the event that this Agreement expires or is terminated on a date other than June 30, Contractor shall provide County such a Cost Report, covering the preceding period of July 1 through the date of expiration or termination no later than forty-five (45) days after the date of expiration or termination unless otherwise specified by the Director.

B. The Cost Report calculates the Cost per unit as the lowest of Actual Cost, Published Charge, and County Maximum Allowance (CMA) or approved Negotiated Rate. If actual cost is MORE than the CMA, the contractor will incur a loss, and if the CMA is LESS than the cost, then the amount of excess payment beyond cost must be returned to the County when cost settlement occurs.

EXHIBIT D- TERMS AND CONDITIONS

- C. In the event that Contractor's per unit rates in the Cost Report are less than the rates paid by County, County may cost settle with Contractor. In the event of cost settlement, the County shall invoice Contractor for repayment upon County's final review of the annual Cost Report. Contractor shall remit payment to County within 45 days of invoice, unless an alternate repayment agreement is structured in writing and approved by the Health and Human Services Agency Director.
- D. Contractor will be subject to Federal, State, or local audits at any time. Contractor and County will each be responsible for any audit errors or omissions on their part. The annual State Department of Health Care Services/Federal Audit may not occur until five years after close of fiscal year and not be settled until all Audit appeals are completed/closed.
- E. Contractor may use unaudited financial statements as the basis of cost information for completion of the Cost Report. Contractor will forward a copy of the unaudited financial statements to County along with the completed Cost Report.
- F. Contractor shall provide the Certified Audited Financial Reports to the County as specified in Exhibit D, Section V.
- G. This Cost Report is subject to examination and audit by Federal, State, or local government, and their authorized representatives, to determine its compliance with this Agreement and any applicable laws and regulations.
- H. County shall inform Contractor of any audit finding relevant to the Contractor. Contractor and County shall take any necessary actions to respond to, correct, and resolve the audit findings.
- I. Should the County, State and/or Federal government, and their authorized representatives, disallow any paid goods and/or services, or determine that Contractor has misspent funds, or been overpaid based on the requirements of this Agreement and applicable laws and regulations, County shall demand repayment from Contractor for any amount determined disallowable.
- J. County shall determine the final compensation to the Contractor based on the final audited Cost Report at the actual rate and the total compensation shall not exceed the maximum payable set forth Section III of this Agreement.

**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 7th, 2020.

If you have any questions please call Keevin Allred at (530) 283-6200 or email 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	\$ 261,484
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.

Operating Expenses

3. List anticipated expenses by category. Please be specific.

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	\$ 45,000
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

Plumas County Probation Department

Training	\$ 4,000
Program Expenses	\$3,522

TOTAL OPERATING EXPENSES \$ 105,067

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.

TOTAL PROPOSAL REQUEST \$ 261,484

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: _____

Printed Name: Keevin Allred Title: Chief Probation Officer

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

RECEIVED
JUL 07 2021

Plumas Co. Probation Dept.

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
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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

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	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

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

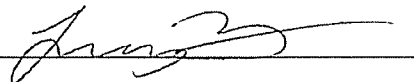
Justification of Operating Expenses:

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

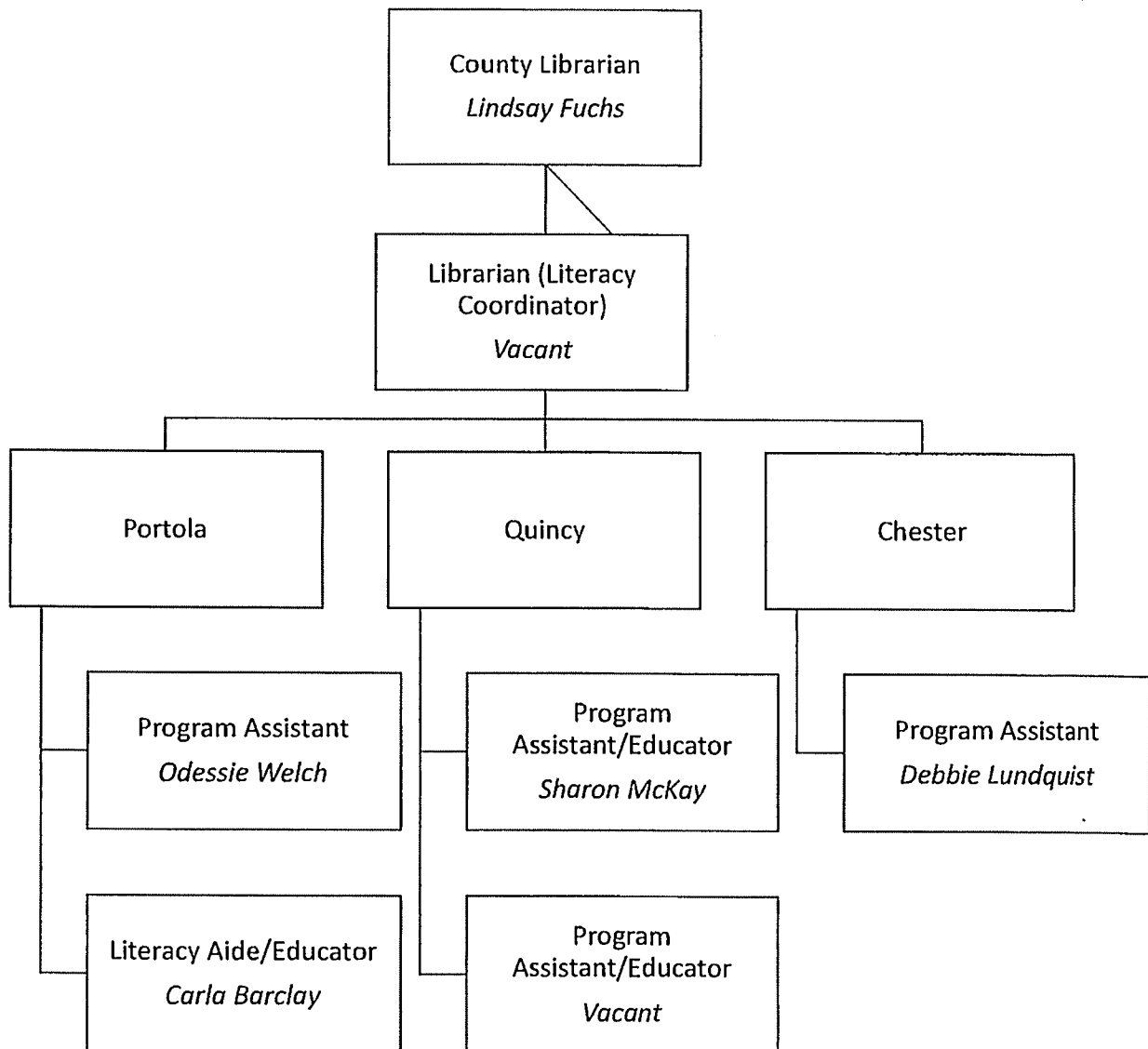
Signature: 

Printed Name: Lindsay Fuchs

Date: 7/6/2021

Title: County Librarian

Organizational Chart for Plumas County Literacy



**Application for CCP Funds
Face Page**

Fiscal Year 2021-2022

Information Requested	Response
Name of Agency	Plumas County District Attorney's Office Alternative Sentencing Program
Agency Contact Information (operational) (name, address, telephone and e-mail)	Stephanie Tanaka 520 Main St. Rm 408 530.283.6327 Stephanietanaka@countyofplumas.com
Agency Contact Information (Fiscal) (name, address, phone and e-mail)	Sheri Johns 520 Main Street. Room 404 530.283.6303
Name of Program	Alternative Sentencing
Is this a new or continuing program?	Continuing
Funding Requested from CCP	\$189,252
Funding received from CCP in prior years (specify year and amounts)	FY 12/13 \$28,609 (not spent) FY 13/14 \$72,360 FY 14/15 \$130,000 FY 15/16 \$169,500 FY 16/17 \$185,839 FY 17/18 \$65,097 FY 18/19 \$134,008 FY 19/20 \$149,530 FY 20/21 \$144,252
Program Capacity (maximum number of participants program can serve)	600
Current Program Caseload (if applicable)	105
Program Cost per Unit:	Cost per person served during this project is expected to be \$315.42 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-arraignment 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
- Emergency Services and Housing
- 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 Reconciliation 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 n strategies that will reduce recidivism including improvement in criminal thinking.	- 25% improvement in coordination and services in new cases and referrals	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.	- 55% less likely to be arrested for a new crime - 75% less likely to use alcohol/drugs - 65% less likely to skip appointments	
Develop and implement strategies for the early identification and engagement for offenders who are released	- 55% less likely to have their OR revoked - 75% improvement	

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

- **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.

JOB TITLE/ CLASSIFICATION	HOURS PER WEEK	HOURLY SALARY	TOTAL SALARY REQUIRED THIS FISCAL YEAR
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.)

JOB TITLE/ CLASSIFICATION	JOB DUTIES
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:

RATE	ANNUAL AMOUNT	AMOUNT REQUIRED THIS FISCAL YEAR
FICA	\$12,080.45	\$6,164
Retirement	\$43,455	\$38,327
Workman's Comp	\$3,247 estimate	\$3,247
Unemployment Insurance	\$1,897 estimate	\$1,897
Health Insurance	\$24,875	\$24,875
	\$3,999 estimate	\$3,999

OPEB		
Other Benefits – Cell Phone	\$1,560	\$1,560

TOTAL EMPLOYEE RELATED BENEFITS \$ 80,069

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?

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:

Operating Expenses

List anticipated expenses by category. Please be specific.

AMOUNT REQUIRED THIS CALENDAR YEAR	
Liability Insurance	1,277 *
Phone	248
Internet Search Engine	12631
Fuel	240
Maintenance	
Consumable Supplies (specify) paper, ink, folders, postage	700
Other Costs Emergency Services/Housing	\$20,000

TOTAL OPERATING EXPENSES \$ 35,096

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

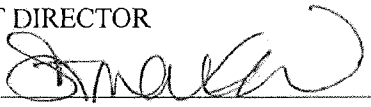
150 * 12 months = \$ 1,800, Pre-Trial Services Database Tool \$6,121, Dropbox \$600 and Office 365 \$100

TOTAL PROPOSAL REQUEST \$ 189,252

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:

8/17/01

Printed Name:

Stephanie Tanaka

Title:

Alternative Sentencing Program
manager

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 COUNTY 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 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.

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 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
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.)

JOB TITLE/ CLASSIFICATION	JOB DUTIES
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:

RATE	ANNUAL AMOUNT	AMOUNT REQUIRED THIS FISCAL YEAR
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

PELUMAS 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?

NAME OF CONTRACTOR	AMOUNT REQUIRED THIS FISCAL YEAR

TOTAL CONTRACT SERVICES \$ 0

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

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)	

PITMAN 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.

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:

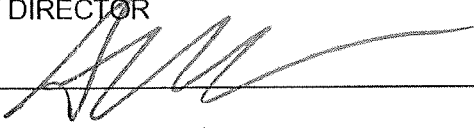
Amounts will vary for emergency motel shelter, deposit assistance, utility costs and rental costs per client.

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.

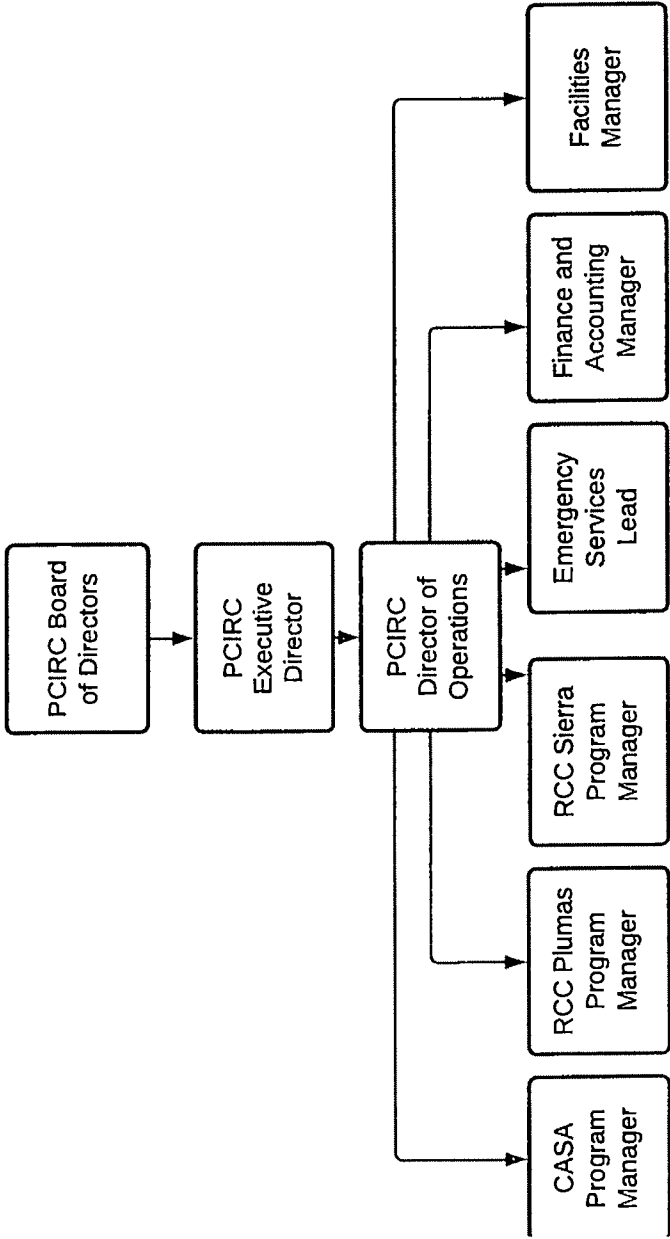
PROJECT DIRECTOR

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 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 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 keevinallred@countyofplumas.com.

Plumas County Sheriff's Office

**Application for CCP Funds
Face Page**

Fiscal Year 2021-2022

Information Requested	Response
Name of Agency	Plumas County Sheriff's Office
Agency Contact Information (operational) (name, address, telephone and e-mail)	Todd Johns, Sheriff 1400 E. Main Street Quincy, CA 95971 530-283-6389 tjohns@pcso.net
Agency Contact Information (Fiscal) (name, address, phone and e-mail)	Roni Towery, Sheriff's Fiscal Officer 1400 E. Main Street Quincy, CA 95971 530-283-6396 ronitowery@countyofplumas.com
Name of Program	Sheriff AB109
Is this a new or continuing program?	Continuing
Funding Requested from CCP	\$485,792.00
Funding received from CCP in prior years (specify year and amounts)	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
Program Capacity (maximum number of participants program can serve)	Varies – based on AB109 population in the county & Jail
Current Program Caseload (if applicable)	Varies – based on AB109 population in the county & Jail
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:	Average Daily Cost to house an inmate is \$208.15

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

Plumas County Sheriff's Office

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.

Plumas County Sheriff's Office

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

Plumas County Sheriff's Office

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 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.

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.

Plumas County Sheriff's Office

- 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
TOTAL PERSONNEL COSTS \$			182,399.91

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

TOTAL CONTRACT SERVICES \$ 93,000.00

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:

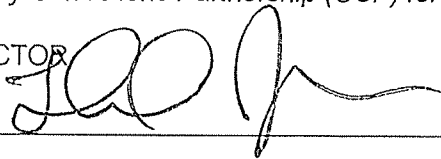
Estimated average daily inmate population at 37. Average AB109 inmate population is 10. Therefore, 27% of the inmate expenses are for AB109 inmates. The prescription, medical & dental expenses are based on the total actual cost for AB109 inmates during FY 20/21. Electronic monitoring costs are incurred 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.

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: _____

6/28/21

Printed Name: Todd Johns

Title: Sheriff



PLUMAS COUNTY DEPARTMENT OF PUBLIC WORKS

1834 East Main Street, Quincy, CA 95971 – Telephone (530) 283-6268 Facsimile (530) 283-6323
John Mannle, P.E., Director Joe Blackwell, Deputy Director

AGENDA REQUEST

For the September 14th, 2021 meeting of the Plumas County Board of Supervisors

Date: September 3, 2021

To: Honorable Board of Supervisors

From: *for* John Mannle, Director of Public Works *John Mannle*

Subject: **Authorize Execution of a Services Agreement between the County of Plumas and Vestra Resources, Inc. for Professional Services related to the County's Solid Waste Program in the amount of \$85,950.00, the term of said agreement to expire on December 31, 2022.**

Background:

The Solid Waste Division of the Plumas County Department of Public Works (County), has had agreements for several years with Vestra Resources to fulfill various State-required reporting needs, primarily for the (closed) Gopher Hill Landfill and Leachate Pond and the Chester Landfill, which is still open and the home of the County's Green Waste Disposal Program for the north county. An extension to the previous contract was prepared, but due to a number of factors, including employee turnover and the wild fires which continue to burn in the County, the extension did not make the cut-off date to be presented to the Board prior to the end of FY 2020-21. Citing the good relationship between Vestra and CalRecycle and the Solid Waste Division's desire to preserve the continuity of service that Vestra has provided the County, Public Works made a request for a sole source agreement, which was approved in concept by the County Administrator in June of 2021.

Recommendation by Public Works:

The Director of Public Works respectfully recommends that the Board of Supervisors authorize the Chair of the Board of Supervisors to execute a Professional Services Agreement Professional services for the Solid Waste Program in an amount not to exceed \$85,950.00.

Attachment: Services Agreement between the County of Plumas and Vestra Resources, Inc.

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 Public Works Solid Waste Division** (hereinafter referred to as "**COUNTY**"), and **VESTRA Resources, Inc.**, a California corporation (hereinafter referred to as "**CONSULTANT**").

The parties agree as follows:

1. Scope of Work. **CONSULTANT** shall provide **COUNTY** with services as set forth in Exhibit A, attached hereto.
2. Compensation. **COUNTY** shall pay **CONSULTANT** 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 **CONSULTANT** under this Agreement shall not exceed Eighty-Five Thousand, Nine Hundred and Fifty Dollars and No Cents (\$85,950.00).
3. Term. The term of this agreement shall be from July 1, 2021 through December 31, 2022, unless terminated earlier as provided herein. **COUNTY'S** Board of Supervisors hereby ratifies, and approves for payment, services provided by **VESTRA RESOURCES** from July 1, 2021 to date of approval of this agreement by the Board of Supervisors.
4. Termination. Either party may terminate this agreement by giving thirty (30) days written notice to the other party.
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, **COUNTY** shall have no liability to pay any further funds whatsoever to **CONSULTANT** or furnish any other consideration under this Agreement and **CONSULTANT** 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, **COUNTY** shall have the option to either cancel this Agreement with no further liability incurring to **COUNTY**, or offer an amendment to **CONSULTANT** 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. **CONSULTANT** 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. **CONSULTANT** 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. **CONSULTANT** agrees to comply with all applicable terms of state and federal laws and regulations, all applicable

_____**COUNTY INITIALS**

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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 **CONSULTANT** 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 **CONSULTANT** 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. **CONSULTANT** 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. **CONSULTANT** 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:

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- i. Each policy shall be endorsed to name **COUNTY**, its officers, officials, employees, representatives and agents (collectively, for the purpose of this section 9, "**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 **CONSULTANT**, as the named insured, shall also be available and applicable to the County, as the additional insured; and
- iii. All of **CONSULTANT'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. **CONSULTANT'S** policy shall be primary insurance as respects **COUNTY**, its officers, officials, employees, representatives and agents, and any insurance or self-insurance maintained by **COUNTY**, its officers, officials, employees, representatives and agents shall be in excess of **CONSULTANT'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 **CONSULTANT** 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 **COUNTY** before **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, **CONSULTANT** 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 **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. **CONSULTANT** shall require all subcontractors to comply with all indemnification and insurance requirements of this agreement, and **CONSULTANT** shall verify subcontractor's compliance.

10. Licenses and Permits. **CONSULTANT** represents and warrants to **COUNTY** that it or its principals have all licenses, permits, qualifications, and approvals of whatsoever

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

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conflicts of interest of public officers and employees. **CONSULTANT** 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**, **COUNTY** may immediately terminate this Agreement by giving written notice to **CONSULTANT**.

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 Public Works
Solid Waste Division
1834 East Main Street
Quincy, California 95971
Attention: John Mannle, Director of Public Works

CONSULTANT:

VESTRA Resources, Inc.
5300 Aviation Drive
Redding, California 95002
Attention: Wendy Johnson, Vice President

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 **CONSULTANT** represents that he or she is fully authorized to execute and deliver this Agreement.
24. Retention of Records. If the maximum compensation payable under section 2 of this Agreement exceeds \$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 **COUNTY** or as part of any audit of **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 **CONSULTANT** agrees to provide such records either to **COUNTY** or to the State Auditor upon the request of either the State Auditor or **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.

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

CONTRACTOR:

VESTRA Resources, Inc., a California Corporation

By: _____
Wendy Johnson
Vice President
Date signed: _____

By: _____
Kimberly Wilkes
Chief Financial Officer
Date signed: _____

COUNTY:

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

By: _____
Jeff Engel
Chair, Plumas County Board of Supervisors
Date signed: _____

ATTEST:

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

APPROVED AS TO SCOPE OF WORK:

By: _____
John Mannle, P.E., Director of Public Works
Date signed: _____

Approved as to form:

 _____ 8/31/2021
Joshua Brechtel
Deputy County Counsel I

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Exhibit "A"
SCOPE OF WORK
PROFESSIONAL COMPLIANCE SUPPORT - GOPHER HILL LANDFILL
2021-2022

SCOPE OF WORK

Task 1 Leachate and Groundwater Sampling and Analysis

Leachate, surface water, groundwater, and field parameter samples will be collected in accordance with WDR Order No. R5-2004-0062 and National Pollutant Discharge and Elimination System (NPDES) General Order No. R5-2016-0076 and NPDES Permit No. CAG995002. The WDRs require semi-annual sampling of onsite Monitoring Wells GHL-3, 5A, 6, 7, 8, 9, and 12 and surface water monitoring locations L-1, SP-1, TR-1, and leachate. The NPDES permit requires the sampling of effluent EFF-001 discharge and receiving water RSW-001 and RSW-002 surface water sample locations during discharge events.

Samples will be collected in accordance with the approved Sampling and Analysis Plan (SAP) and the site-specific WDRs and submitted to Basic Laboratory. The current groundwater monitoring program for the Gopher Hill Landfill is summarized in Tables 1 and 2.

If VOC constituents are detected in groundwater samples collected from the site, retesting will be completed to verify the constituent detections. Resampling effort will be conducted within 30 days of a routine sampling event. In accordance with Title 27 and the permit Standard Provisions, resampling is required if one or more VOCs are detected above the PQL in one or more wells or if two or more VOCs are detected above the MDL. It is assumed that, in addition to the two semi-annual sampling events each year, up to two additional resampling events may be required to verify any VOC detection. This assumption is included in the cost estimate.

As of this writing, VESTRA is in the process of preparing a Joint Technical Document (JTD) for the Gopher Hill Landfill as requested by the RWQCB. The JTD will ultimately be used by the RWQCB to draft new WDRs for the facility. While it is anticipated that the new WDRs will be a straightforward update of the existing WDRs, the exact changes cannot be predicted with any certainty. In general, permitting and monitoring requirements have become more stringent and detailed with each WDR update. This was the case for the Chester Landfill, for which a JTD was submitted in January 2019. We have revised the estimated monitoring and reporting costs upwards due to this. We have also included costs relating to WDR revisions and updates. Laboratory analysis costs have also increased since the last contract period, and have been adjusted accordingly.

Direct precipitation and runoff from the landfill are collected in the Leachate Collection and Recovery System (LCRS). Leachate is periodically discharged under the NPDES permit to Spanish Creek. Surface water samples are collected during discharge events in accordance with the permit requirements and the results are included in the quarterly reports submitted to the RWQCB. The NPDES surface water monitoring program for the Gopher Hill Landfill is summarized in Table 3.

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Table 1 CURRENT GROUNDWATER MONITORING PROGRAM GOPHER HILL LANDFILL		
Parameter	Location	Frequency
Field Parameters		
Groundwater Elevations	GHL-3, 5A, 6, 7, 8, 9, 12, SP-1, L-1, and TR-1	Semi-annually
Specific Conductance (field)		
pH (field)		
Temperature		
Turbidity		
Analytical Parameters		
Total Dissolved Solids	GHL-3, 5A, 6, 7, 8, 9, 12, SP-1, L-1 and TR-1	Semi-annually
Chloride		
Nitrate		
Sulfate		
Dissolved Iron		
Carbonate Alkalinity		Annually
Bicarbonate Alkalinity		
Total Alkalinity		
Sodium		
Magnesium		
Calcium		
Potassium		
VOCs (EPA Method 8260B)*		
5-Year Constituents of Concern		
Total Organic Carbon	GHL-3, 5A, 6, 7, 8, 9, 12, SP-1, L-1 and TR-1	5 Years
Inorganics (dissolved)		
VOCs (Extended List 8260B)		
SVOCs		
Chlorophenoxy Herbicides		
Organophosphorous Compounds		
*Monitoring Wells GHL-5a and GHL-6 are monitored for VOCs by EPA Method 8260B semi-annually. 5-year constituents of concern were last sampled during the first semi-annual 2015 monitoring period.		

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Table 2 CURRENT MONITORING PROGRAM – LEACHATE GOPHER HILL LANDFILL		
Parameters	Locations	Frequency
Field Parameters		
Total Flow (gallons)	Leachate	Semi-annually
Flow Rate (gallons/day)		
Specific Conductance		
pH		
General Minerals		
Total Dissolved Solids	Leachate	Semi-annually
Chloride		
Sulfate		
Nitrate		
Sodium		
Magnesium		
Calcium		
Potassium		
Carbonate		
Bicarbonate		
VOCs (EPA Method 8260B)		
5-Year Constituents of Concern		
Total Organic Carbon	Leachate	5 Years
Inorganics (Dissolved)		
VOCs, Extended List 8260B		
SVOCs		
Chlorophenoxy Herbicides		
Organophosphorous Compounds		
Note: 5-year constituents of concern last sampled during the first semi-annual 2015 monitoring period.		

Table 3 CURRENT SURFACE WATER MONITORING PROGRAM		
Parameters	Type of Sample	Frequency
Effluent Monitoring (EFF-001)		
Flow	Cumulative	Daily
pH	Grab Sample	Daily
Electrical Conductivity	Grab Sample	Monthly
Total Hardness	Grab Sample	Monthly
Dissolved Iron	Grab Sample	Monthly
Dissolved Manganese	Grab Sample	Monthly
Chronic Toxicity ¹	Grab Sample	Annually
Receiving Water Monitoring (RSW-001 and RSW-002)		
Temperature	Grab Sample	Annually
pH	Grab Sample	Annually
Total Hardness	Grab Sample	Annually
Receiving Water Observations		
Floating or Suspended Matter	Observation	Per discharge event
Discoloration	Observation	Per discharge event
Bottom Deposits	Observation	Per discharge event
Aquatic Life	Observation	Per discharge event
Films, Sheens, Coatings or Potential Nuisance Conditions	Observation	Per discharge event
Note: ¹ Whole effluent toxicity samples are collected once per year, during initial discharge, and analyzed for chronic toxicity. Chronic toxicity testing requirements are given in Attachment C, Section V of the Order		

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Typically, leachate is discharged from the LCRS once per year; however, years of increased precipitation have resulted in additional discharge events. The County will schedule discharge events and sample collection activities for effluent and receiving water samples. Field measurements and observations (e.g. flow and pH) will be measured and recorded by Plumas County staff. It is assumed that, in addition to the initial discharge sampling event each year, up to two additional discharge sampling events may be required in the event of excess precipitation at the site. This assumption is included in the cost estimate.

Sampling and laboratory analysis costs are affected by the 5-Year Constituent of Concern (COC) sampling required under the WDRs. This substantial set of additional analyses is required to be collected every five years. The most recent 5-Year COC sampling event was in February 2020, with the next scheduled for the first half of 2025, which is outside the time span of this cost estimate. Additional sampling and laboratory analysis costs associated with 5-Year COC sampling are thus not included in this estimate.

Task 2 Data Evaluation and Reporting

Analytical and field data will be collected in compliance with the Gopher Landfill site-specific Waste Discharge Requirements (WDR) Order No. R5-2004-0062 separately under PSWS11-010. The WDRs require modified semi-annual sampling of onsite Monitoring Wells GH1-3, GH1-5A, GH1-6, GH1-7, GH1-8, GH1-9, and GH1-12 and surface water monitoring locations interceptor trench (IR-1), spring (SP-1), and Lysimeter (L-1) and Leachate. The results of each compliance period evaluation will be summarized in semi-annual/annual monitoring reports that will be prepared and submitted to the Regional Water Quality Control Board (RWQCB).

In addition to the semi-annual monitoring requirements, analytical and field data associated with the facilities leachate collection and recovery system (LCRS) and associated discharge to Spanish Creek are currently collected in compliance with National Pollution Discharge and Elimination System (NPDES) permit requirements as specified in General Order No. R5-2016-0076 and NPDES Permit No. CAG995002.

The results of each compliance period evaluation will be summarized in quarterly monitoring reports that will be prepared and submitted to the RWQCB under this Task Order. The current NPDES surface water monitoring program for the Gopher Hill Landfill is summarized in Table 3.

Task 3 Facility Monitoring/Inspections and Reporting

Quarterly and annual site inspections will also be conducted to allow for accurate reporting, mitigation of potential compliance issues before they occur, and to inspect for erosion control measures that need to be implemented prior to the beginning of the wet season. Quarterly findings and associated field forms will be summarized and included in the semi-annual monitoring reports. The annual site inspections will be conducted concurrently with quarterly inspections. Annual inspection findings will be summarized in an annual site inspection/winterization plan report which will be submitted under a separate cover to the RWQCB.

In accordance with the site-specific WDRs, additional inspections will be conducted following storm

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events. Storm event inspections are required within 7 days following a major storm event (greater than 1.5 inches/24 hours) to inspect precipitation, diversion, and drainage facilities for damage. These storm event inspections will be conducted by County personnel. Storm event findings and field forms will be forwarded to VESTRA and included in the semi-annual monitoring reports.

Task 4 Iso-Settlement Map (Optional)

Title 27, California Code of Regulations, Section 21090(e)(2), requires iso-settlement maps be prepared every 5 years for landfills that completed final closure after 18 July 1997. The 5-year iso-settlement map should be compared to the initial final cover survey and map that should have been prepared at the time of closure in order to identify differential settlement that could affect the performance of the final cover system or the passive gas venting system. An iso-settlement map has not been submitted since final closure construction was completed in 2005, and the RWQCB in a letter dated 29 April 2014 requested completion of the required map. To our knowledge, this task has not yet been completed, nor has it been further mentioned by the RWQCB. Plumas County has the capacity to perform this task in-house, so the work under this task is considered optional.

Task 5 Project Management

Project management activities generally include, but are not limited to, coordination of semi-annual/quarterly sampling, quarterly/annual inspections, discussions with County staff and regulatory agencies, and other professional support necessary to ensure compliance with WDR and NPDES permit requirements and other regulations. Additional support activities may include regulatory compliance, permitting, engineering, and geological services necessary to comply with landfill management and/or closure activities. VESTRA has been routinely preparing the Annual Inflation Factor Reports required by the Financial Assurances division of CalRecycle. The cost of this work is included under this task. Management and support activities not covered under this scope will be addressed by a time-and-materials contract addendum at that time.

SCOPE OF WORK CONTINUED
PROFESSIONAL COMPLIANCE SUPPORT - CHESTER LANDFILL
2021-2022

SCOPE OF WORK

Task 1 Groundwater Sampling and Analysis

Groundwater and field parameter samples will be collected in accordance with Waste Discharge Requirements (WDR) Order No. R5-2019-0072 which superseded Order No. 05-01-175 in October 2019. The WDRs require monitoring of wells in March, April, May, and August of each year. The monitoring results will be summarized in semi-annual and annual reports and submitted to the RWQCB. The current groundwater monitoring program to be followed for sampling and analysis at the Chester Landfill is summarized in Table 1.

Table 1 GROUNDWATER MONITORING PROGRAM CHESTER LANDFILL			
Parameter	Units	Method	Frequency
Field Parameters			
Water Level	0.01 ft	Field	March, April, May, and August
Temperature	degrees C		
Specific Conductance	uS/cm		
pH	pH units		
Turbidity	turbidity units		
Monitoring Parameters			
Total Dissolved Solids	mg/L	SM 2540 C	March, April, May, and August
Chloride		EPA 300	
Carbonate		SM 2320 B	
Bicarbonate		SM 2320 C	
Nitrate		SM 45000 NO3F	
Sulfate		EPA 300	
Calcium		EPA 200.7/3010	
Magnesium			
Potassium			
Sodium		EPA 8260B	
Volatile Organic Compounds (VOCs)			
5-Year Constituents of Concern			
Total Organic Carbon	mg/L	SM 5310 C	Every 5 years in March or April
Inorganics (Dissolved)		Various	
VOCs (Extended List)	ug/L	EPA 8260B	
Semi-volatile Organic Compounds (SVOCs)		EPA 8270	
Chlorophenoxy Herbicides		EPA 8151A	
Organophosphorous Compounds		EPA 8141A	

____ COUNTY INITIALS

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The samples will be submitted to North Coast Laboratory, a California-certified laboratory in Arcata, California. The data collected in the field will be evaluated in accordance with the specified WDRs.

If VOC constituents are detected in groundwater samples from the site, retesting will be conducted to verify the constituent detections. Resampling efforts will be completed within 30 days of a routine sampling event. In accordance with Title 27 and the permit Standard Provisions, resampling is required if one or more VOCs are detected above the practical quantitation limit (PQL) in one or more wells or if two or more VOCs are detected above the method detection limit (MDL). It is assumed that, in addition to the four sampling events each year, up to two additional resampling events may be required to verify any VOC detection. This assumption is included in the cost estimate provided in Exhibit "B."

Project management activities under this scope include fieldwork planning and coordination and quality assurance/ quality control. Deliverables include field notes and laboratory analytical reports.

WDR Order No. R5-2019-0072 added vadose zone monitoring requirements to the monitoring program at the Chester Landfill. Four permanent landfill gas monitoring probes are installed around the perimeter of the landfill. The vadose zone monitoring program is summarized in Table 2. Results of the vadose zone monitoring are required to be included in the semi-annual monitoring reports.

Table 2 VADOSE ZONE MONITORING PROGRAM CHESTER LANDFILL			
Parameter	Units	Method	Frequency
Field Parameters			
Methane	vol %	Field	March, April, May, and August
Carbon Dioxide			
Oxygen			
Monitoring Parameters			
Volatile Organic Compounds	ug/m ³	EPA TO-15	March, April, May, and August

Monitoring of the vadose zone for field parameters has been ongoing at the Chester Landfill since 2018. This has been performed by VESTRA under a separate contract. This contract did not include monitoring for VOCs as that was not required under the facility monitoring specified as part of the landfill's separate solid waste facility permit issued by CalRecycle. Monitoring under that permit has not revealed detectable concentrations of methane, indicating that landfill gas generation potential at the landfill is minimal.

VESTRA does not believe that quarterly monitoring of the gas probes for VOCs is warranted due to the minimal landfill gas generation potential and the lack of sensitive receptors near the site. To bolster this argument, a one-time VOC sampling event was performed in April. This event produced a few trace detections in one of the probes, and none in the other three. VESTRA intends to use this data, along with the lack of methane detections, to argue for removal of the landfill gas VOC monitoring requirement. This has been presented to the RWQCB in the First

____ COUNTY INITIALS

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Semi-Annual 2021 Monitoring Report, submitted on July 31, 2021. A response from the RWQCB is pending as of this writing. Quarterly field monitoring for vadose zone parameters will continue under the separate existing contract. That cost is thus not included in this scope.

It should also be noted that 5-year Constituent of Concern (5-year COC) samples have not yet been collected from several onsite wells due to ongoing drought conditions, even though 5-Year COC sampling was due in 2020. Accordingly, this estimate includes the cost of collecting samples for these additional analyses in the 2021-2022 timeframe.

Task 2 Data Evaluation and Reporting

Analytical and field data will be collected in compliance with WDR Order No. R5-2019-0072 under PWSW11-011. The WDRs require modified semi-annual sampling of onsite Monitoring Wells CL-1, CL-2, CL-4A, CL-5, CL-6, CL-7, and CL-8. The monitoring results are summarized in semi-annual and annual reports for submittal to the Regional Water Quality Control Board (RWQCB).

Data collected in the field will be evaluated in accordance with the specified WDRs. The results of each compliance period evaluation will be summarized in the semi-annual and annual monitoring reports. This includes the required field monitoring of vadose zone constituents.

Project management activities under this task include agency correspondence, coordination, and other professional support necessary to ensure compliance with WDR requirements.

Task 3 Facility Monitoring/Inspections and Reporting

Quarterly and annual site inspections will also be conducted to allow for accurate reporting, mitigation of potential compliance issues before they occur and to inspect for erosion control measures that need to be implemented prior to the beginning of the wet season. Quarterly findings and associated field forms will be summarized and included in semi-annual monitoring reports. The annual site inspections will be conducted concurrently with quarterly inspections. Annual inspection findings will be summarized in an annual site inspection/winterization plan report which will be submitted under separate cover to the RWQCB.

In accordance with the site-specific WDRs, additional site inspections will be conducted following storm events. Storm event inspections are required within 7 days following a major storm event (greater than 1.5 inches/24 hours) to inspect precipitation, diversion, and drainage facilities for damage. These storm event inspections will be conducted by Plumas County personnel. Storm event findings and field forms will be forwarded to VESTRA and included in semi-annual monitoring reports.

Task 4 Corrective Action

Submittal of a Corrective Action Plan (CAP) and updated Water Quality Protection Standards Report (WQPSR) were required under WDR Order No. R5-2019-0072. The updated WQPSR was submitted in December 2020 and subsequently approved by the RWQCB. No further action is expected related to this item. The CAP was submitted in November 2020, followed by a CAP Addendum in March 2021. Both have been approved by the RWQCB as of this writing; however,

changes in the availability of fill material have rendered the originally proposed corrective infeasible. Because of this, we have included a task under this scope to cover the development, submittal, and possible revisions to a revised CAP. This CAP will address the same issues as the previous version, and meet the requirements specified in the WDRs while utilizing the resources available to Plumas County on a feasible timescale. Corrective action will have to be field verified and inspected by VESTRA personnel. The RWQCB also requests a site visit to verify the completion of corrective action at the end of each construction season. These costs have been included under this Task.

Task 5 Project Management

Project management activities generally include, but are not limited to, coordination of semi-annual sampling, quarterly/annual inspections, discussions with Plumas County staff and regulatory agencies, and other professional support necessary to ensure compliance with WDR requirements and other regulations. Additional support activities can include regulatory compliance and permitting and engineering and geological services necessary to comply with landfill management and/or closure activities. This task also includes the preparation of Annual Inflation Factor Reports for the landfill as required by CalRecycle. Management and support activities not covered in this scope will be performed on a time-and-materials basis and will be addressed by a contract addendum at that time.

COST ESTIMATE
PROFESSIONAL COMPLIANCE SUPPORT - GOPHER HILL LANDFILL
2021-2022 SCOPE OF WORK

The estimated costs to complete the work are summarized in Table 1.

Table 1	
COST ESTIMATE	
Task No./ Description	Estimated Costs
	2021/22
Task 1 Leachate and Groundwater Sampling and Analysis	
WDR Sampling and Analysis*	--
Fieldwork - Sample Collection	\$5,000
Expenses	\$650
Laboratory Analysis	\$4,500
Project Management and QA/QC	\$1,200
<i>Subtotal</i>	<i>\$11,350</i>
NPDES Sampling and Analysis**	--
Fieldwork - Sample Collection	\$2,100
Expenses	\$500
Laboratory Analysis	\$2,500
Project Management and Quality Assurance/Quality Control	\$600
<i>Subtotal</i>	<i>\$5,700</i>
Task 1 – Subtotal	\$17,050
Task 2 Data Evaluation and Reporting	
Semi-Annual/Annual Monitoring Reports	\$12,000
Quarterly NPDES Surface Water Discharge Reports	\$6,500
Task 2 – Subtotal	\$18,500
Task 3 Facility Monitoring/Inspections and Reporting	
Quarterly/Annual Site Inspections	\$4,800
Annual Inspection/Winterization Plan	\$2,500
Task 3 – Subtotal	\$7,300
Task 4 Iso-Settlement Map (Optional, one-time expense)	
Task 4 – Subtotal	\$5,000
Task 5 Project Management	
Project coordination, planning, correspondence, and regulatory interaction	\$5,000
Task 5 – Subtotal	\$5,000
Fiscal Year Total	\$47,850
Notes: * Assumes two sampling events (WDRs) and two resample events; ** Assumes one sampling event (NPDES) and two additional discharge events. The costs presented are estimated costs and may vary based on responses from the governmental agencies or parameters outside of VI:STRA's control. Work will be performed on a time-and-materials basis at the rates shown in the attached VI:STRA 2021 Rate Schedule. Additional activities and/ or requirements requested by the client or outside agencies will be addressed by a contract addendum.	

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COST ESTIMATE
PROFESSIONAL COMPLIANCE SUPPORT - CHESTER LANDFILL
2021-2022 SCOPE OF WORK

The estimated costs to complete the work are summarized in Table 2.

Table 2	
COST ESTIMATE	
Task No./ Description	Estimated Costs
	2021/22
Task 1 Groundwater Sampling and Analysis*	
Fieldwork – Sample Collection	\$6,000
Expenses	\$600
Laboratory Analysis	\$6,000
Project Management and QA/QC	\$1,000
Task 1 - Subtotal	\$13,600
Task 2 Data Evaluation and Reporting	
Semi-Annual/Annual Monitoring Reports	\$9,500
Task 2 - Subtotal	\$9,500
Task 3 Facility Monitoring/Inspections and Reporting	
Quarterly/Annual Site Inspections	\$4,000
Annual Inspection/Winterization Plan	\$2,000
Task 3 - Subtotal	\$6,000
Task 4 Corrective Action	
CAP Revision, Inspections, Construction Reports	\$6,000
Task 4 - Subtotal	\$6,000
Task 5 Project Management	
Project coordination, planning, correspondence, and regulatory interaction	\$3,000
Task 5 - Subtotal	\$3,000
Fiscal Year Total	\$38,100
Notes: * Assumes four sampling events and two resample events. ** Task costs may be transferred to the subsequent fiscal year if task was not completed as anticipated. Costs presented are estimated costs and may vary based on responses from the governmental agencies or parameters outside of VESTRA's control. The work will be performed on a time-and-materials basis at the rates shown in the attached VESTRA 2021 Rate Schedule. Additional activities and/ or requirements requested by the client or outside agencies will be addressed by a contract addendum at that time.	

Exhibit "B"
RATE SCHEDULE
PROFESSIONAL COMPLIANCE SUPPORT - GOPHER HILL and CHESTER LANDFILLS
2021-2022



2021 VESTRA RATE SCHEDULE

Staff Classification	Per Hour
Environmental Services	
Environmental Technician	\$65.00 - \$95.00
Environmental Scientist	\$75.00 - \$105.00
Regulatory Compliance Specialist	\$75.00 - \$105.00
Environmental GIS Analyst	\$90.00 - \$105.00
Associate Geologist	\$85.00 - \$105.00
Associate Hydrologist	\$85.00 - \$105.00
Regulatory Biologist	\$85.00 - \$110.00
Senior Biologist	\$120.00 - \$150.00
Senior Environmental Scientist	\$100.00 - \$150.00
Senior Regulatory Compliance Specialist	\$100.00 - \$150.00
Professional Geologist	\$120.00 - \$170.00
Professional Hydrologist	\$120.00 - \$170.00
Project Manager	\$120.00 - \$170.00
Senior Project Manager	\$165.00 - \$190.00
Senior Consultant	\$165.00 - \$190.00
Principal Consultant	\$165.00 - \$190.00
Engineering Services	
Engineering Technician	\$55.00 - \$100.00
Associate Engineer	\$90.00 - \$120.00
Professional Land Surveyor	\$110.00 - \$135.00
Senior Engineer	\$145.00 - \$170.00
Survey Crew	\$130.00 - \$225.00
GPS Survey	\$170.00
Administration	
Admin Clerk/ Document Production Technician	\$30.00 - \$50.00
Admin Supervisor I/ Document Production Supervisor	\$75.00 - \$90.00
Equipment Classification Rates	
Small Format Color Printer – Color Copies	\$1.00/copy
Small Format Color Printer – Black & White	\$0.50/copy
Small Format Black & White Printer	\$0.15/copy
Vehicle Mileage	\$0.60/mile

Materials and Travel Expenses: Billed as direct reimbursement plus 15%

Subcontractors: Billed as direct reimbursement plus 15%

Terms: Due and payable upon receipt. 1 ¾ % per month (21% per annum) finance charge will be added to any balance 30 days past due.

Note: Rate Schedule will be modified annually to reflect annual increases not to exceed 10 percent.

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CONTRACTOR INITIALS _____

56 (1+2)



COUNTY ADMINISTRATOR

Gabriel Hydrick

AGENDA REQUEST AND STAFF REPORT

For the September 7th, 2021 meeting of the Plumas County Board of Supervisors

Subject: CDBG CV-2 & 3 Grant Application Resolution
To: Honorable Board of Supervisors, Clerk of the Board, County Counsel
From: Gabriel Hydrick, County Administrator
Date: 8/30/2021
Strategic Relevance: N/A

Background/Introduction:

On December 18, 2020, HCD issued **CDBG CV2 & CV3 NOFA** for funding provided under the Coronavirus Aid, Relief, and Economic Security (CARES) Act signed into law March 27, 2020. Approximately \$71 million in new Coronavirus Response Round 2 and 3 (CDBG-CV2 and CDBG-CV3) federal funds authorized by the CARES Act will be allocated to eligible jurisdictions to perform activities related to COVID-19 response and recovery.

On December 18, 2020, Housing and Community Development (HCD) issued **CDBG CV2 & CV3 NOFA** for funding provided under the Coronavirus Aid, Relief, and Economic Security (CARES) Act signed into law March 27, 2020.

Earlier this year the County began the application process with Board support. The application is complete but for the resolution. Today's proposed action is to adopt a resolution supporting the CDBG CV 2 & 3 grant application for a **Small Business Grants Program** and for a **Career Development Program**. Grant funding can be used for the following:

- Payment of lease/rent/mortgage or utilities
- Payment of debt incurred since March 2020
- Employee wages and associated costs
- Supplies and materials to help prevent the spread of COVID
- Costs associated with complying with public health orders
- Any other CDBG eligible expenses to prevent, prepare for, and respond to COVID

The County and city of Portola have been working together on this grant and the City is submitting its application with the County's. Portola has an amount of \$285,985 that will also go towards the Small Business Grants Program. ***With the City joining under the County's application, CDBG CV 2 & 3 grants will total \$673,462. A resolution and MOU between the City and County will be brought before each respective governing board in the near future.***

The **Career Development Program** will help persons unemployed by COVID learn new skills that are in demand by new and existing employers. The program will also assist businesses affected by closures with employee retention. Funding for this program is proposed to not exceed \$150,000 of the CDBG 2 & 3 allotment.

No more than 13% of the total allotment may be used for administrative costs for both of these programs. Therefore, \$50,372 has been set aside, but any unused administrative funds will be put towards the programs.

Finding Analysis:

The remaining steps for this grant application is a MOU with the City and to adopt the resolution

Recommended Actions:

Staff respectfully recommends the Board of Supervisors:

- Adopt the MOU with the City
- Adopt the Resolution for the CDBG CV 2 & 3 Grant application

Or

- Provide staff different direction

Fiscal Impact:

The CDBG CV-2 & 3 grant money will cover all costs including administrative costs. There is no cost to the General Fund.

Attachments:

Attachment 'A': MOU with the City

Attachment 'B': Resolution

RESOLUTION NO. _____

**A RESOLUTION APPROVING AN APPLICATION FOR FUNDING AND THE
EXECUTION OF A GRANT AGREEMENT AND ANY AMENDMENTS THERETO
FROM THE 2021-2022 FUNDING YEAR OF THE STATE CDBG-CV2 & 3 PROGRAM**

BE IT RESOLVED by the **Board of Supervisors** of the **County of Plumas** as follows:

SECTION 1:

The Board of Supervisors of the County of Plumas (County) has reviewed and hereby approves the submission to the State of California of one or more application(s) in the aggregate amount not to exceed **\$673,462** for the following CDBG activities, pursuant to the March 10, 2021 CDBG-CV2 & 3 NOFA: AMENDMENT No. 1

Economic Development Services related to COVID-19 support:

Economic Development – 17C - Commercial/ Industrial ACQ, Construction Rehab	<u>\$150,000.00</u>
Economic Development – 18C – ED Micro-Enterprise Assistance	<u>\$523,462.00</u>

SECTION 2:

The County hereby approves the use of Program Income in an amount not to exceed \$673,462 for the CDBG activities described in Section 1.

SECTION 3:

The County acknowledges compliance with all state and federal public participation requirements in the development of its application(s).

SECTION 4:

The County hereby authorizes and directs the County Administrator, or designee, to execute and deliver all applications and act on the County's behalf in all matters pertaining to all such applications.

SECTION 5:

If an application is approved, the County Administrator or designee is authorized to enter into,

execute, and deliver the grant agreement (*i.e.*, Standard Agreement) and any and all subsequent amendments thereto with the State of California for the purposes of the grant.

SECTION 6:

If an application is approved, the County Administrator or designee, is authorized to sign and submit Funds Requests and all required reporting forms and other documentation as may be required by the State of California from time to time in connection with the grant.

PASSED AND ADOPTED at a regular meeting of the **Plumas County Board of Supervisors** held on 7th day of September, 2021 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Jeff Engel, Chair
Plumas County Board of Supervisors

STATE OF CALIFORNIA

County of Plumas

I, Heidi Putnam, Clerk of the Board of Supervisors of the County of Plumas, State of California, hereby certify the above and foregoing to be a full, true and correct copy of a resolution adopted by said Board of Supervisors on this 7th day of September, 2021.

By: _____

Approved as to Form:

By: _____
Gretchen Stuhr, County Counsel

6A

Quincy Junior/Senior High School

6 Quincy Junction Road, Quincy, CA 95971
Telephone (530) 283-6510 Fax (530) 283-6519

Thomas Brown, Principal

Jason Hawkins, Assistant Principal

9/8/21

Plumas County Board of Supervisors
520 Main Street
Room 309
Quincy, CA 95971

Plumas County Board of Supervisors,

Quincy Junior-Senior High School is applying for a permit to hold our Homecoming Parade on *Friday, October 1st, 2021*. Would you please provide written support for the event? It's one of our favorite community events and we would greatly appreciate your support.

We are also applying for a county permit to stage the parade behind the courthouse. I have attached a map of the route and staging area. We plan to walk to the courthouse and stage between 11:55 - 12:20 and expect the parade to start at 12:20.

Please let me know if you have any questions.

Sincerely,

Quincy Junior-Senior Associated Student Body
Nicole Yoacham
Teacher
QJSHS

BOARD OF SUPERVISORS

DWIGHT CERESOLA, DISTRICT 1
KEVIN GOSS, DISTRICT 2
SHARON THRALL, DISTRICT 3
GREG HAGWOOD, DISTRICT 4
JEFF ENGEL, DISTRICT 5



September 14, 2021

Department of Transportation (Caltrans)
Attn: Permits Engineer
1000 Center Street
Redding, CA 96001

Attention Permits Engineer

Subject: Encroachment Permit Request
Quincy High School
The Annual Homecoming Parade on Friday, October 1st, 2021
Plumas County, California

This letter acknowledges that Plumas County Board of Supervisors has been notified of the above captioned event. The Board of Supervisors has no objection to issuance of an event permit by Caltrans.

Sincerely,

Jeff Engel, Chair

Cc: Plumas County Director of Public Works



Staging of the QHS Homecoming Parade

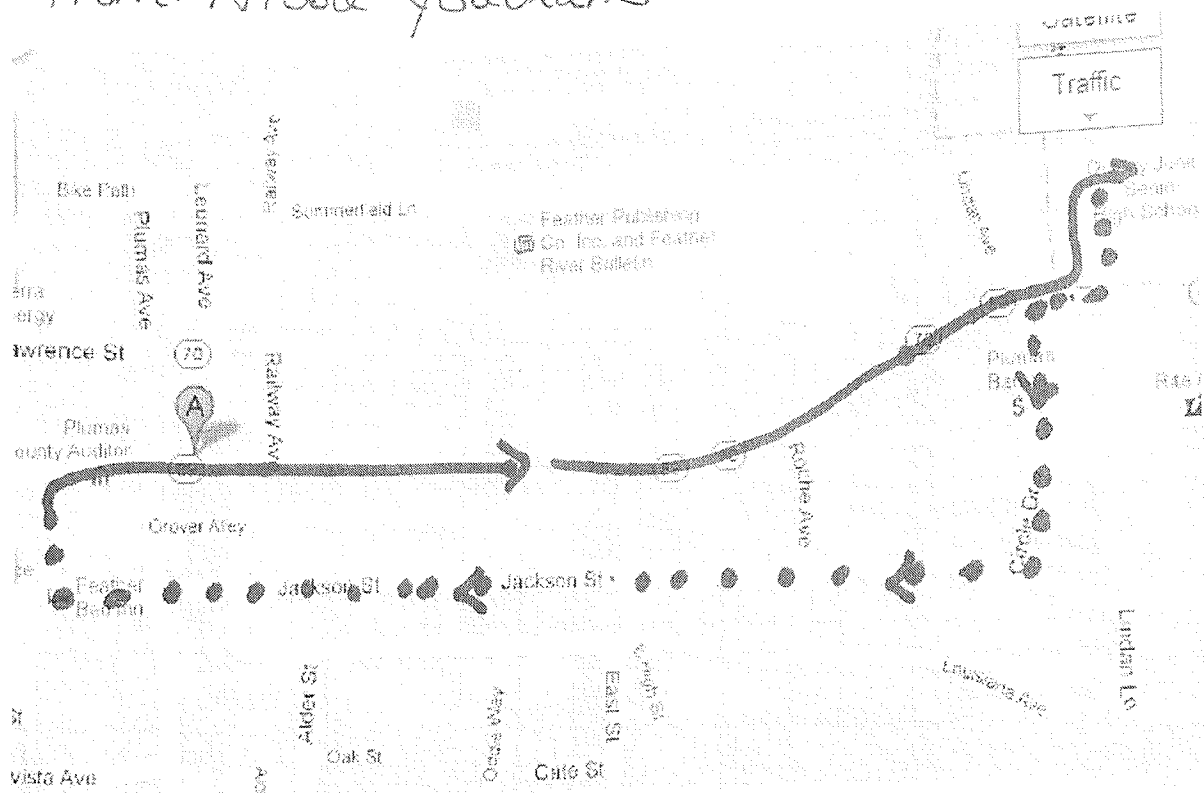
Prepared By:
Plumas County
Public Works
September 2018

QUINCY HIGH SCHOOL HOMECOMING PARADE ROUTE

10-1-21

12:20 pm - 1:00 pm

From: Nicole Yoacham



..... = staging
———— = parade route