



BOARD OF SUPERVISORS

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

**AGENDA FOR REGULAR MEETING OF
JULY 19, 2022 TO BE HELD AT 10:00 A.M.
IN THE BOARD OF SUPERVISORS ROOM 308, COURTHOUSE, QUINCY, CALIFORNIA**

9:00 A.M. – COMMUNITY DEVELOPMENT COMMISSION

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.

Plumas County Health Officer Recommendation Regarding Teleconferencing, issued on September 30, 2021, recommends local legislative bodies, such as commission, committees, boards, and council, hold public meetings with teleconferencing as authorized by Government Code section 54953 (e).

Pursuant to Government Code section 54953 (e) 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 Government Code section 54953(e), 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. 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. BOARD OF SUPERVISORS

Approve and authorize the Chair to sign a letter of support for John Williamson and Bill Powers to seek grant funding to extend the length of the Nervino Airport runway in Beckwourth, and improvements to both there and Rogers Field in Chester to accommodate fixed-wing fire suppression aircraft. [View Item](#)

B. BEHAVIORAL HEALTH

1) Approve and authorize the Chair to sign and ratify Agreement between Plumas County Behavioral Health and Maria Assunta Vicini to provide Tai Chi classes to all citizens in the Portola area; effective July 1, 2022; not to exceed \$18,000.00; approved as to form by County Counsel. [View Item](#)

2) Approve and authorize the Chair to sign and ratify Agreement between Plumas County Behavioral Health and Crestwood Behavioral Health to provide mental health and wellness recovery services; effective July 1, 2022; not to exceed \$165,000.00; approved as to form by County Counsel. [View Item](#)

C. FARM ADVISOR

Approve and authorize the Chair to sign and ratify Agreement between Plumas County and The Regents of the University of California; to provide research, educational programs or services, and a support network for the 4-H/ Youth Development program; effective July 1, 2022; not to exceed \$17,830.00; approved as to form by County Counsel. [View Item](#)

D. PROBATION

Approve and authorize the Chair to sign and ratify Agreement between Plumas County Probation Department and BI Correctional Services Incorporated; to provide full continuum of monitoring technologies and services for juveniles, parolees, probationers, and pretrial defenders; effective July 1, 2022; not to exceed \$35,000.00; approved as to form by County Counsel. [View Item](#)

E. PUBLIC HEALTH

1) Approve and Authorize the Chair to sign the annual Certificates of Compliance for the County Veterans Subvention Funding Program and the Medi-Cal Cost Avoidance Funding Program for FY 2022-2023, as required by the California Department of Veteran Affairs. [View Item](#)

2) Approve and authorize the Chair to sign and ratify Agreement between Plumas County Public Health Department and Siskiyou County Public Health; to provide HIV specialty services related to the Ryan White Part C program; effective April 1, 2022; not to exceed \$20,650.00; approved as to form by County Counsel. [View Item](#)

F. PUBLIC WORKS

1) Approve and authorize the Chair to sign Amendment No. 1 to Agreement between Plumas County and CGL Companies, Inc.; for required special inspection and testing services on a time and material basis; not to exceed amount of \$85,000.00; approved as to form by County Counsel. [View Item](#)

2) Authorize the Director of Public Works to purchase Four (4) Radar Feedback Signs from Stalker Radar, to replace the Radar Feedback signs that were damaged in the Dixie Fire; not to exceed \$20,677.80; The Road Department has funding available to cover this purchase, pending reimbursement by Cal OES. [View Item](#)

G. **PLANNING**

- 1) Approve and authorize the Chair to execute a funding Agreement by and between the County of Plumas and Plumas Crisis Intervention & Resource Center (PCIRC) for the Homeless Housing, Assistance, and Prevention (HHAP) Grant with funds not to exceed forty-six thousand six-hundred and ninety-one and fifty-three cents (\$46,691.53); approved as to form by County Counsel.
View Item
- 2) Approve and authorize the Chair to execute a funding Agreement by and between the County of Plumas and Plumas Crisis Intervention & Resource Center (PCIRC) for the Homeless Housing, Assistance, and Prevention Program Round 2 (HHAP-2) Grant with funds not to exceed twenty-one thousand three-hundred and forty-five and zero cents (\$21,345.00); approved as to form by County Counsel. **View Item**

2. **PRESENTATION**

- A. Quincy CAPM Project Overview - Kelly Zolotoff, Asset Management, Caltrans District 2 **View Item**

3. **DEPARTMENTAL MATTERS**

A. **HUMAN RESOURCES** – Nancy Selvage

- 1) Adopt **RESOLUTION** to amend Victim Witness Advocate, and Victim Witness Coordinator revised job descriptions for the transfer from the Sheriff's Office to the District Attorney's Office; discussion and possible action. **Roll call vote View Item**
- 2) Adopt **RESOLUTION** to amend Behavioral Health Systems Analyst job description; discussion and possible action. **Roll call vote View Item**
- 3) Adopt **RESOLUTION** for new Grant Manager Job Classification, base wage \$35.00 an hour and authorize Human Resources to recruit and fill Grant Manager position; discussion and possible action. **Roll call vote. View Item**

B. **SHERIFF** – Todd Johns

- 1) Approve and authorize fixed asset purchase of a one track system, for side by side UTV for Search and Rescue activities; not to exceed \$16,000.00; to be included in FY 22/23 budget for department 70331 – AB44s account #542600; discussion and possible action. **Roll call vote View Item**
- 2) Adopt and ratify **RESOLUTION** approving the transfer of the Victim Witness Program and Certificate Compliance from the Sheriff's Office to the District Attorney's Office; Authorize the District Attorney's Office to administer the grants provided by Cal-OES, sign and approve any grant award agreements with Cal-OES, including extensions and/ or amendments; effective July 11, 2022; approved as to form by County Counsel; discussion and possible action.
Roll call vote View Item

C. **LIBRARY** – Lindsay Fuchs

Authorize the County Librarian to recruit and fill vacant Extra-Help Library Aide position(s); vacancy due to resignations; discussion and possible action. **View Item**

D. **PUBLIC WORKS/ SOLID WASTE** – John Mannle

Conduct time certain **10:00 A.M. PUBLIC HEARING** in regard to the following proposed Resolution:
View Item

- 1) Adopt **RESOLUTION** to increase rates by 6.39% for curbside (residential) and 6.39% (commercial) solid waste services provided by franchise contractor Feather River Disposal, a Division of USA Waste of California, Inc.; approved as to form by County Counsel; discussion and possible action. **Roll call vote**

E. **PLANNING** – Tracey Ferguson

- 1) Approve and authorize the Chair to sign Letter of Support for North State Planning & Development Collective at California State University, Chico, as North State Region Proposed Community Economic Resilience Fund (CERF) Convener and Fiscal Agent; Presentation by Courtney Farrell, Project Manager, discussion and possible action. **View Item**
- 2) Approve and authorize the Chair to sign Collective Partnership Agreement Letter and Letter of Steering Committee Participation between Plumas County and Sierra Institute for Community and Environment as North State Region Proposed CERF Convener and Facilitator; discussion and possible action. **View Item**

4. **BOARD OF SUPERVISORS**

- A. Discussion and possible action to fill vacancy of Plumas County Auditor/ Controller.
- B. Correspondence
- C. Weekly report by Board members of meetings attended, key topics, project updates, standing committees and appointed Boards and Associations

5. **CLOSED SESSION**

ANNOUNCE ITEMS TO BE DISCUSSED IN CLOSED SESSION

- A. **Time Certain 1:00** Public employee appointment or employment – Director of Risk Management and Safety.
- B. Conference with Labor Negotiator regarding employee negotiations: Sheriff's Administrative Unit; Sheriff's Department Employees Association; Operating Engineers Local #3; Confidential Employees Unit; Probation; Unrepresented Employees and Appointed Department Heads
- C. Conference with Legal Counsel: Significant exposure to litigation pursuant to Subdivision (d)(2) and (e)(1) of Government Code Section 54956.9 (three cases)
- D. Conference with Legal Counsel: Initiating litigation pursuant to Subdivision (c) of Government Code Section 54956.9
- E. Conference with Legal Counsel: Existing litigation In Re Purdue Pharma, L.P., et al., Case No. 19-23649 (RDD) (Bankr. S.D.N.Y.) as tied to the following litigation, County of Plumas, et al v. AmerisourceBergen Drug Corp., et al., United State District Court, Eastern District of California, Case No. 2:18-at-669, consolidated into In Re: National Prescription Opiate Litigation, United State District Court for the Northern District of Ohio, Eastern Division, Case No. 1:17-MD-2804, pursuant to Subdivision (d)(1) of Government Code Section 54956.9

REPORT OF ACTION IN CLOSED SESSION (IF APPLICABLE)

ADJOURNMENT

Adjourn meeting to Tuesday, August 2, 2022, Board of Supervisors Room 308, Courthouse, Quincy, California

White, Heidi

From: Bill Powers <bpowers96122@gmail.com>
Sent: Tuesday, July 5, 2022 3:49 PM
To: White, Heidi; Goss, Kevin; John Williamson
Subject: Possible Consent Item or Minute Order
Attachments: Letter For Airport Expansion.docx; Letter For Airport Expansion, Revised, PCFSC signed, 5-19-22.pdf

CAUTION: This email originated from OUTSIDE THE ORGANIZATION. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi Heidi,

Attached is a draft letter from John Williamson and myself regarding a task the two of us are willing to take on seeking grant funding to extend the length of the Nervino Airport runway in Beckwourth and improvements both there and Rogers Field in Chester to accommodate fixed-wing fire suppression aircraft. We've presented the idea to Plumas County Airport Land Use Commission, Plumas Fire Safe Council, Plumas Board of Realtors and numerous individuals and gotten sign-ons from all. We think it's an idea that will cost the County nothing, doesn't encumber funds from the ongoing airport maintenance fund, or hinder operations of the airports in any way. We're asking only for a letter of support for our efforts from the BOS. That's why I believe it can be handled on the consent agenda or a simple minute order after introduction. Of course, we will gladly ask to be placed on a near-future agenda, but we don't believe that's necessary. Can you please ask Kevin or whomever is currently Chair of the Board to discuss and determine its rightful disposition?

Thanks,
Bill Powers

BOARD OF SUPERVISORS

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



July 19, 2022

To: John Williamson and Bill Powers

Gentlemen:

We support and encourage your efforts to find supplemental funding that will improve and enhance the three Plumas County airfields so that other fixed-wing aircraft can be utilized from them for faster response times on initial attack forest fire events.

The past few years have proven that faster response is necessary in attempts to keep fires from becoming devastating conflagrations. It is our hope in concert with the citizens of the County, Plumas Fire Safe Council, Plumas County Board of Realtors, and others that you are successful in obtaining those funds.

Please let this letter act as our support and approval of your efforts.

Sincerely,

Kevin Goss, Chair
Plumas County Board of Supervisors

Plumas County Board of Supervisors

520 Main Street

Quincy California

Honorable Supervisors:

We are asking for your support and direction to enhance improvements and expansions at our airports, including an extension of the runway at Nervino Airport in Beckwourth, an extension that will allow for larger fixed-wing aircraft for initial attack on fire starts throughout the eastern portion of the county as well as starts in southern Lassen and eastern Sierra counties.

Plumas County needs a much stronger first response to the devastating mega-fires that have destroyed or damaged much of our wildlands and altered forever some of our most viable communities. In order to keep from repeating the horrific destruction, a system of air attack capability must be established or fortified within our county at Rogers Field in Chester and Nervino Airport in Beckwourth. Immediate response to fire starts in our current extreme drought conditions is a major part of the answer to giving ground crews and other resources time to follow and have hopes of keeping fire starts from becoming devastating, life-changing conflagrations.

When the 2018 Camp Fire started in Plumas County and pushed westward at astonishing speed, burning to the ground much of Paradise in Butte County and becoming the worst wildfire disaster in California history, we were shocked, but viewed it as an anomaly; a bitter confluence of drought weather, unusually high winds, and inaccessible terrain. Then, in 2020, the Claremont Fire threatened Quincy and the surrounding communities, followed by the Bear fire which burned through even more hundreds of thousands of acres and communities on our western slope and into Butte County. More anomalies?

Last year, very near the origin of the Camp Fire, the Dixie Fire found a toehold in a steep canyon and began a northeastward march that would not stop for months, burning down whole communities of Greenville and Canyon Dam and running unabated into neighboring counties. Anomalies no more: this is a draught-progressive pattern that may plague our mountains and foothills for years to come.

We have to build a response system that can put an aerial attack over these fires while they are small enough to combat. That response system should include in-county air readiness at Rogers Field in Chester and Nervino Airport in Beckwourth. Rogers Field can support most older air tankers except larger jets. Nervino Airport can support smaller initial attack tankers, and with an expansion of its runway, and expansion of the U.S. Forest facility located there,

could equal Rogers. Each community must continue and accelerate its commitment to home hardening, defensible space construction, and fuels reduction.

The forest service, CalFire, and all public agencies and utilities must continue and accelerate their efforts in fuels reduction centered on the Wildland Urban Interface (WUI). What we've witnessed is that, in these extreme drought conditions, prescribed burning as a fuels reduction tool is becoming more and more challenged by seasonal changes, with less snowpack and extended summers now reaching deep into November. Over the past three years, we've lost viable communities to these conditions. It will take a tremendous effort and a multitude of methods to keep us from losing more.

In addition to improving our readiness to attack forest fires, extending the length of Nervino Airport runway will allow more aviators with larger aircraft to visit our county, and hopefully add to our economy through tourism and eventual occupancy.

Suggestions

- Add to the Plumas County Airport Land Use Commission an agenda item to address improvements to Rogers Field and extending the runway at Nervino Airport
- Attend Plumas Fire Safe Council meeting to align intent and missions of the Board with those of the Council.
- Encourage county supervisors and Portola City Council to seek additional funding for fuels reduction equipment and manpower on private and county/city land.

For the reasons stated above, we urge you, our county supervisors to address immediately the urgency for improvements to our airfields and a cohesive collective effort between public agencies, Plumas County Fire Safe Council, and your general public.

Thank you for your attention to this urgent matter.

Sincerely,

John Williamson, Beckwourth (former Plumas NF Helitac crew foreman)

Bill Powers, Portola (former Plumas NF wildland firefighter and R5 Office of Information)

and those named on the attendant signatories and letters of support

Signature Page

Plumas County Board of Supervisors

520 Main Street

Quincy California

Honorable Supervisors:

We are asking for your support and direction to enhance improvements and expansions at our airports, including an extension of the runway at Nervino Airport in Beckwourth, an extension that will allow for larger fixed-wing aircraft for initial attack on fire starts throughout the eastern portion of the county as well as starts in southern Lassen and eastern Sierra counties.

Plumas County needs a much stronger first response to the devastating mega-fires that have destroyed or damaged much of our wildlands and altered forever some of our most viable communities. In order to keep from repeating the horrific destruction, a system of air attack capability must be established or fortified within our county at Rogers Field in Chester and Nervino Airport in Beckwourth. Immediate response to fire starts in our current extreme drought conditions is a major part of the answer to giving ground crews and other resources time to follow and have hopes of keeping fire starts from becoming devastating, life-changing conflagrations.

When the 2018 Camp Fire started in Plumas County and pushed westward at astonishing speed, burning to the ground much of Paradise in Butte County and becoming the worst wildfire disaster in California history, we were shocked, but viewed it as an anomaly; a bitter confluence of drought weather, unusually high winds, and inaccessible terrain. Then, in 2020, the Claremont Fire threatened Quincy and the surrounding communities, followed by the Bear fire which burned through even more hundreds of thousands of acres and communities on our western slope and into Butte County. More anomalies?

Last year, very near the origin of the Camp Fire, the Dixie Fire found a toehold in a steep canyon and began a northeastward march that would not stop for months, burning down whole communities of Greenville and Canyon Dam and running unabated into neighboring counties. Anomalies no more: this is a draught-progressive pattern that may plague our mountains and foothills for years to come.

We have to build a response system that can put an aerial attack over these fires while they are small enough to combat. That response system should include in-county air readiness at Rogers Field in Chester and Nervino Airport in Beckwourth. Rogers Field can support most older air tankers except larger jets. Nervino Airport can support smaller initial attack tankers, and with an expansion of its runway, and expansion of the U.S. Forest facility located there,

could equal Rogers. Each community must continue and accelerate its commitment to home hardening, defensible space construction, and fuels reduction.

The forest service, CalFire, and all public agencies and utilities must continue and accelerate their efforts in fuels reduction centered on the Wildland Urban Interface (WUI). What we've witnessed is that, in these extreme drought conditions, prescribed burning as a fuels reduction tool is becoming more and more challenged by seasonal changes, with less snowpack and extended summers now reaching deep into November. Over the past three years, we've lost viable communities to these conditions. It will take a tremendous effort and a multitude of methods to keep us from losing more.

In addition to improving our readiness to attack forest fires, extending the length of Nervino Airport runway will allow more aviators with larger aircraft to visit our county, and hopefully add to our economy through tourism and eventual occupancy.

Suggestions

- Add to the Plumas County Airport Land Use Commission an agenda item to address improvements to Rogers Field and extending the runway at Nervino Airport
- Attend Plumas Fire Safe Council meeting to align intent and missions of the Board with those of the Council.
- Encourage county supervisors and Portola City Council to seek additional funding for fuels reduction equipment and manpower on private and county/city land.

For the reasons stated above, we urge you, our county supervisors to address immediately the urgency for improvements to our airfields and a cohesive collective effort between public agencies, Plumas County Fire Safe Council, and your general public.

Thank you for your attention to this urgent matter.

Sincerely,

John Williamson, Beckwourth (former Plumas NF Helitac crew foreman)

Bill Powers, Portola (former Plumas NF wildland firefighter and R5 Office of Information)

and those named on the attendant signatories and letters of support

Signature Page

A handwritten signature in blue ink, appearing to read 'John Reynolds', with a stylized flourish extending to the right.

John Reynolds,

Board Chair, Plumas County Fire Safe Council

**COUNTY OF PLUMAS
AIRPORT LAND USE COMMISSION
MEETING MINUTES**

DATE: April 20, 2022
TIME: 1:00 P.M.

LOCATION: Planning & Building Services
Conference Room
555 Main Street, Quincy

www.plumascountyplanningandbuilding.com

Disability Accommodation Statement



The County of Plumas is required to ensure accessibility to all of its Public meetings and programs. If you require accommodations (including auxiliary aids, documents in alternative formats, or other services) to participate in County public meetings or public events, please call the Plumas County Office for Accessibility at (530) 283-6194. Persons may also use the 711 Relay System to make a request. Requests made at least 72 hours in advance will help to ensure availability.

I. CALL TO ORDER

II. ROLL CALL

Present: Ron Matlock, Bill Mainland, Jon Kennedy, Herb Bishop, Matthew Samuelson

Absent: Todd Roberts

Also in attendance:

Dwight Ceresola, District 1 Supervisor

Tom McGowan, District 3 Planning Commissioner

Tracey Ferguson, Planning Director

Tim Evans, Senior Planner

JD Moore, Facility Services Director/Airports Manager

III. REVIEW AND APPROVAL OF AGENDA

No changes are made to the agenda.

IV. REVIEW AND APPROVAL OF MINUTES

No action taken on the Meeting Minutes of May 24, 2018, due to the lack of current commissioners in attendance of the May 24, 2018 meeting.

V. INTRODUCTIONS

Every person (supervisor, commissioner, staff, and public) in attendance gave a brief introduction of themselves and their backgrounds.

VI. PUBLIC COMMENT OPPORTUNITY

At this time, the public has the opportunity to address the Commission concerning any item of interest not listed on this agenda. The Commission may not discuss or take any action on any item presented during the public comment period that is not on the agenda. The Commission may briefly respond to statements made or questions posed by members of the public. Upon recognition by the Chairman, please state your name, address, and subject matter. Discussion of any non-agenda items will be limited to three (3) minutes or such reasonable time as is granted by the majority of the Commission.

Bill Powers spoke regarding the extension of the runway at Nervino Airport to accommodate fire suppression aircraft and mentioned grant funding through the FAA is being explored.

Tom McGowan, District 3 Planning Commissioner, provided information regarding the Rogers Field extension/runway rebuilding and mentioned crosswinds make it difficult to land aircraft at Rogers Field.

VII. DISCUSSION AND POSSIBLE ACTION: SELECT CHAIR AND VICE CHAIR OF THE AIRPORT LAND USE COMMISSION (ALUC) FOR A TWO-YEAR TERM

Motion: Select Commissioner Ron Matlock for Chair,

Moved by Herb Bishop, **Seconded by** Jon Kennedy.

Vote: Motion carried.

Yes: Matlock, Mainland, Kennedy, Bishop, Samuelson

Absent: Roberts

Motion: Select Commissioner Jon Kennedy for Vice Chair,

Moved by Ron Matlock, **Seconded by** Herb Bishop.

Vote: Motion carried.

Yes: Matlock, Mainland, Kennedy, Bishop, Samuelson

Absent: Roberts

VIII. DISCUSSION AND POSSIBLE ACTION: APPOINTMENT OF ALUC MEMBERS' APPOINTEE

Tom McGowan provided a completed ALUC Member Appointment form from Shawn McKenzie, Chief Executive Officer, Seneca Healthcare District, to the ALUC for consideration of the vacant commissioner position.

Commissioner Ron Matlock stated he would prefer to hold off on making an appointment until the next meeting as he may have a possible applicant.

Commissioner Herb Bishop stated he would like to nominate Brendan Herbert for the vacancy.

Commissioner Jon Kennedy inquired as to if the vacancy was flown with the Clerk of the Board of Supervisors to recruit as many applicants as possible. Tracey Ferguson, Planning Director, explained that it had not been flown by the Clerk of the Board, but going through the standard recruitment process with the Clerk of the Board would occur.

The action of appointing the ALUC Members' Appointee was deferred by the Airport Land Use Commission to the next meeting to give as many people as possible the opportunity to apply for the vacancy.

IX. COMMISSION MEMBER COMMENT PERIOD

A. Chair's Report

None.

B. Commissioners' Comments

None.

X. BOARD OF SUPERVISOR'S CORNER

Supervisor Dwight Ceresola explains he is in attendance to assist the airports in all aspects, including funding. He stated funding can be used to enhance the airports, specifically the pilot lounges, which may lead to more people visiting Plumas County and spending money in our communities.

Commissioner Herb Bishop stated airport lounges at Nervino and Gansner airports need improvements.

Tracey Ferguson suggested the ALUC tour the airports (Nervino, Gansner, and Rogers Field) to see their current state.

XI. DISCUSSION: ALUC POLICIES, RULES, AND REGULATIONS

Tracey Ferguson went through each section within the Policies, Rules, and Regulations as

written, which included the following sections:

ALUC Responsibilities; Meeting Protocols, Frequency, Decision Making, and Guidelines; Terms of Office; Officers; Proxies: Conflict of Interest; Responsibilities of Staff; Fees; Subcommittees; and Process for Reviews.

During the overview of the Proxies section, Ferguson noted that Planning staff would bring a Proxy form to a future meeting.

Upon reviewing the Fees section, Ferguson questioned whether the ALUC has an application fee to review a project and indicated Planning staff would investigate.

Commissioners Herb Bishop and Bill Mainland informed Planning staff that they were given mileage reimbursement for past meetings.

Ferguson stated the ALUC should read the ALUC Policies, Rules, and Regulations and come to the next meeting with any questions or comments.

XII. INFORMATION: RESOLUTION 2008-02 ADOPTION OF AIRPORT LAND USE COMPATIBILITY PLANS

Tracey Ferguson read aloud through each “Whereas” clause as presented in Resolution 2008-02 and summarized the main point of each “Whereas” clause.

XIII. PRESENTATION: AIRPORT CAPITAL IMPROVEMENT PLANS

JD Moore, Facility Services Director/Airports Manager, presented the Airport Capital Improvement Plans (ACIP) prepared by Brandley Engineering for Nervino Airport, Gansner Airport, and Rogers Field.

Beginning with the ACIP for Nervino, Moore went over the “FAA [Federal Aviation Administration] Participation” section of the ACIP and explained that “AIG” is the “Airport Infrastructure Grant” which consists of Plumas County receiving \$150,000 every year, with a maximum of \$600,000. Moore went on further to explain if grant funding is not spent every year, it doesn’t carry over to the following year and is lost.

Moore explained the “AIP Entitlement” is the “Airport Improvement Program Entitlement” and consists of \$150,000 of funding from the FAA.

Tracey Ferguson informed the ALUC that the review of the ACIP is informational and the ALUC has no control in the ACIP, but recommendations by the ALUC on the allocation of funding is possible.

Moore went on to give an overview of the funding within the ACIP for Gansner Airport, specifically describing the funding for the light beacon that is to be relocated to within Gansner Airport from the hill north of Gansner Airport. Ferguson inquired on the height of the beacon and Moore stated the exact height was unknown.

Moore concluded his presentation by discussing the ACIP for Rogers Field and pointed out the larger projects to be completed with the funding, such as increasing the on-site fuel capacity to ensure adequate fuel is available for daily and weekly refueling and an extension of the runway and blast wall to accommodate tankers used during wildfires which prefer a 6,000 foot runway.

XIV. DISCUSSION: ALUC REVIEW

- A. *Airport Land Use Compatibility Plans*
- B. *California Airport Land Use Planning Handbook*
- C. *California Department of Transportation, Office of Community & Regional Planning Letter*

Tracey Ferguson indicated the Airport Land Use Compatibility Plans (Plans) are being provided to the ALUC to become familiar with the Plans before conducting a comprehensive review of the Plans. Ferguson stated Planning staff will also review the Plans.

Ferguson informed the ALUC that the California Airport Land Use Planning Handbook is on the County's website on the ALUC webpage and is available as a hard copy in the Planning Department.

Ferguson explained a letter was received by the Plumas County Transportation Commission from the California Department of Transportation and pointed out the comments on the last page of the letter from Caltrans Aeronautics indicating the last update of the Plans were in 2008 and the Plans should be updated every five (5) years.

Ferguson stated Planning staff will research the California Aid to Airports Program mentioned in the letter from the California Department of Transportation and the Airport Land Use Compatibility training program for Airport Land Use Commissions and planning staff.

XV. INFORMATION: 2035 GENERAL PLAN AIRPORT POLICIES

Tracey Ferguson explained that Planning staff excerpted the policies applicable to airports from the Plumas County 2035 General Plan, compiled the policies by general plan element into one document to provide to the ALUC, and suggested the ALUC read through the policies.

XVI. INFORMATION: TELECOMMUNICATIONS ORDINANCE

Tracey Ferguson explained that Planning staff, for awareness, is providing the final version of the Telecommunications Ordinance that was previously reviewed by the ALUC on May 24, 2018, with the sections applicable to airports and the ALUC highlighted.

XVII. ADJOURNMENT

Motion: *Adjournment to the meeting scheduled for May 18, 2022,*

Moved by *Herb Bishop, **Seconded by** Ron Matlock.*

Vote: *Motion carried.*

Yes: *Matlock, Mainland, Kennedy, Bishop, Samuelson*

Absent: *Roberts*

PLUMAS COUNTY BEHAVIORAL HEALTH SERVICES

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



Sharon Sousa Interim Director

DATE: July 19, 2022

TO: Honorable Board of Supervisors

FROM: Sharon Sousa, Behavioral Health Interim Director 

SUBJECT: Consent Agenda

Recommendation

1. It is respectfully requested the Board of Supervisors approve and authorize the board chair to sign \$18,000.00 Agreement with Maria Assunta Vicini, Tai Chi Instructor. [View Item](#)
2. It is respectfully requested the Board of Supervisors approve and authorize the board chair to sign \$165,000.00 Agreement with Crestwood Behavioral Health. [View Item](#)

BACKGROUND AND DISCUSSION:

1. The \$18,000.00 Agreement with Maria Assunta Vicini, Tai Chi Instructor, this program will provide an overall positive approach to improving health through low impact exercise program open to all citizens in the Portola area. Tai Chi services are paid out of the Mental Health Services Act. This agreement has been approved to form by County Counsel.
2. Crestwood Behavioral Health is a psychiatric rehabilitation center and covers a large demand for mental health wellness and recovery services. This agreement has been approved to form by County Counsel.

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

Services Agreement

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

The parties agree as follows:

1. Scope of Work. Contractor shall provide the County with services as set forth in Exhibit A, attached hereto.
2. Compensation. County shall pay Contractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed Eighteen thousand dollars (\$18,000.00).
3. Term. The term of this agreement shall be from July 1, 2022, through June 30, 2023, unless terminated earlier as provided herein. County's Board of Supervisors hereby ratifies, and approves for payment, services provided by Contractor from July 1, 2022, to the date of approval of this Agreement by the Board of Supervisors.
4. Termination. Either party may terminate this agreement by giving thirty (30) days written notice to the other party.
5. Non-Appropriation of Funds. It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, the County shall have no liability to pay any further funds whatsoever to Contractor or furnish any other consideration under this Agreement and Contractor shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either cancel this Agreement with no further liability incurring to the County, or offer an amendment to Contractor to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution. Contractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.
6. Warranty and Legal Compliance. The services provided under this Agreement are non-exclusive and shall be completed promptly and competently. Contractor shall guarantee all parts and labor for a period of one year following the expiration of the term of this Agreement unless otherwise specified in Exhibit A. Contractor agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.

7. Amendment. This Agreement may be amended at any time by mutual agreement of the parties, expressed in writing and duly executed by both parties. No alteration of the terms of this Agreement shall be valid or binding upon either party unless made in writing and duly executed by both parties.
8. Indemnification. To the furthest extent permitted by law (including without limitation California Civil Code Sections 2782 and 2782.8, if applicable), County shall not be liable for, and Contractor shall defend and indemnify County and its officers, agents, employees, and volunteers (collectively "County Parties"), against any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics; liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorney's fees and court costs (hereinafter collectively referred to as "Claims"), which arise out of or are in any way connected to the work covered by this Agreement arising either directly or indirectly from any act, error, omission or negligence of Contractor or its officers, employees, agents, contractors, licensees or servants, including, without limitation, Claims caused by the concurrent negligent act, error or omission, whether active or passive of County Parties. Contractor shall have no obligation, however, to defend or indemnify County Parties from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of County Parties. The obligations of this indemnity shall be for the full amount of all damage to County, including defense costs, and shall not be limited by any insurance limits.
9. Insurance. Contractor agrees to maintain the following insurance coverage throughout the term of this Agreement:
 - a. Commercial general liability (and professional liability, if applicable to the services provided) coverage, with minimum per occurrence limit of the greater of (i) the limit available on the policy, or (ii) one million dollars (\$1,000,000).
 - b. Automobile liability coverage (including non-owned automobiles), with minimum bodily injury limit of the greater of (i) the limit available on the policy, or (ii) two-hundred fifty thousand dollars (\$250,000) per person and five hundred thousand dollars (\$500,000) per accident, as well as a minimum property damage limit of the greater of (i) the limit available on the policy, or (ii) fifty thousand dollars (\$50,000) per accident.
 - c. Each policy of commercial general liability (and professional liability, if applicable to the services provided) coverage and automobile liability coverage (including non-owned automobiles) shall meet the following requirements:
 - i. Each policy shall be endorsed to name the County, its officers, officials, employees, representatives and agents (collectively, for the purpose of this section 9, the "County") as additional insureds. The Additional Insured

endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13; and

- ii. All coverage available under such policy to Contractor, as the named insured, shall also be available and applicable to the County, as the additional insured; and
- iii. All of Contractor's available insurance proceeds in excess of the specified minimum limits shall be available to satisfy any and all claims of the County, including defense costs and damages; and
- iv. Any insurance limitations are independent of and shall not limit the indemnification terms of this Agreement; and
- v. Contractor's policy shall be primary insurance as respects the County, its officers, officials, employees, representatives and agents, and any insurance or self-insurance maintained by the County, its officers, officials, employees, representatives and agents shall be in excess of the Contractor's insurance and shall not contribute with it, and such policy shall contain any endorsements necessary to effectuate this provision. The primary and non-contributory endorsement shall be at least as broad as ISO Form 20 01 04 13; and
- vi. To the extent that Contractor carries any excess insurance policy applicable to the work performed under this Agreement, such excess insurance policy shall also apply on a primary and non-contributory basis for the benefit of the County before the County's own primary insurance policy or self-insurance shall be called upon to protect it as a named insured, and such policy shall contain any endorsements necessary to effectuate this provision.

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

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

10. Licenses and Permits. Contractor represents and warrants to County that it or its principals have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required for Contractor to practice its profession and to perform its duties and obligations under this Agreement. Contractor represents and warrants to County that Contractor shall, at its sole cost and expense, keep in effect at all times during the term of

this Agreement any licenses, permits, and approvals that are legally required for Contractor or its principals to practice its professions and to perform its duties and obligations under this Agreement.

11. Relationship of Parties. It is understood that Contractor is not acting hereunder as an employee of the County, but solely as an independent contractor. Contractor, by virtue of this Agreement, has no authority to bind, or incur any obligation on behalf of, County. Except as expressly provided in this Agreement, Contractor has no authority or responsibility to exercise any rights or power vested in County. It is understood by both Contractor and County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or joint venture.
12. Business-to-Business Relationship. Contractor represents and warrants that Contractor is an individual acting as a sole proprietor, or a business entity formed as a partnership, limited liability company, limited liability partnership, or corporation ("business service provider") that customarily provides services of the same nature as the services provided for County under this Agreement. Contractor represents and warrants that Contractor advertises these services to and contracts with entities other than County. Contractor represents and warrants that Contractor maintains a separate business location and has all required business licenses and tax registration, if any, in order to perform services under this Agreement. Contractor shall have the right to set their own hours and location of work, consistent with the nature of the services provided under this Agreement. Contractor shall determine the method, means and manner of performance of, but not limited to, such matters as outlined in Exhibit "A" without restriction by County. County is interested only in the results to be achieved from Contractor's performance of the services. Contractor shall provide their own resources and equipment and direct their operation in all respects when necessary to perform these services. Notwithstanding this Agreement, Contractor shall have the right to provide the same or similar services to entities other than the County without restriction. County shall have no authority, control, or liability regarding Contractor's performance or activities before or after each instance that Contractor may perform under this Agreement. Contractor will at all times indemnify and hold County, and their respective agents, contractors and employees harmless from any and all claims, damages, liabilities and costs (including attorneys' fees) arising out of any material breach by Contractor of any representation, warrant or agreement made by Contractor hereunder or arising out of Contractor's services.
13. Assignment. Contractor may not assign, subcontract, sublet, or transfer its interest in this Agreement without the prior written consent of the County.
14. Non-discrimination. Contractor agrees not to discriminate in the provision of service under this Agreement on the basis of race, color, religion, marital status, national origin, ancestry, sex, sexual orientation, physical or mental handicap, age, or medical condition.
15. Choice of Law. The laws of the State of California shall govern this agreement.

16. Interpretation. This agreement is the result of the joint efforts of both parties and their attorneys. The agreement and each of its provisions will be interpreted fairly, simply, and not strictly for or against either party.
17. Integration. This Agreement constitutes the entire understanding between the parties respecting the subject matter contained herein and supersedes any and all prior oral or written agreements regarding such subject matter.
18. Severability. The invalidity of any provision of this Agreement, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.
19. Headings. The headings and captions contained in this Agreement are for convenience only and shall be of no force or effect in construing and interpreting the provisions of this Agreement.
20. Waiver of Rights. No delay or failure of either party in exercising any right, and no partial or single exercise of any right, shall be deemed to constitute a waiver of that right or any other right.
21. Conflict of Interest. The parties to this Agreement have read and are aware of the provisions of Government Code section 1090 *et seq.* and section 87100 *et seq.* relating to conflicts of interest of public officers and employees. Contractor represents that it is unaware of any financial or economic interest of any public officer or employee of 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:

Sharon Sousa Interim Director
Plumas County Behavioral Health
270 County Hospital Road., Suite 109
Quincy, CA 95971

Contractor:

Maria Assunta Vicini, an Individual
PO Box 49
Portola, CA 96122-0049

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. Ukraine Sanctions. Pursuant to Executive Order N-6-22 Contractor is aware that as a compliance with the economic sanctions imposed in response to Russia's actions in Ukraine is required, including with respect to, but not limited to, the federal executive orders identified in the EO and the sanctions identified on the U.S. Department of the Treasury website (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>). Failure to comply may result in the termination of this agreement.
26. Suspension and Debarment. The County does not employ vendors or contractors who are listed on the National World Wide Web Site System for Award Management (sam.gov) by Federal General Services Administration (GSA) for the purpose of disseminating information on parties that are debarred from receiving Federal contracts, certain subcontracts, and certain Federal financial and nonfinancial assistance and benefits, pursuant to the provisions of 31 U.S.C. 6101, note, E.O. 12549, E.O. 12689, 48 CFR 9.404, and each agency's codification of the Common Rule for Non-procurement suspension and debarment.
- a. This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
 - b. The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
 - c. This certification is a material representation of fact relied upon by the County. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
 - d. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any Contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.
27. Retention of Records. If the maximum compensation payable under section 2 of this Agreement exceeds \$10,000, then, pursuant to California Government Code section 8546.7, the performance of any work under this Agreement is subject to the examination and audit of the State Auditor at the request of the County or as part of any audit of the County for a period of three years after final payment under the Agreement. Each party

hereto shall retain all records relating to the performance and administration of this Agreement for three years after final payment hereunder, and Contractor agrees to provide such records either to the County or to the State Auditor upon the request of either the State Auditor or the County.

28. 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.
29. 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.

MHSA2223MARIAVICINI

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

CONTRACTOR:

Maria Assunta Vicini, an Individual

By: _____

Name: Maria Assunta Vicini

Title: Tai Chi Instructor

Date signed:

COUNTY:

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

By: _____

Name: Sharon Sousa

Title: Interim Behavioral Health Director

Date signed:

APPROVED AS TO CONTENT:

Name: Kevin Goss

Title: Chair, Board of Supervisors

Date signed:

ATTEST:

Name: Heidi White

Title: Clerk, Board of Supervisors

Date signed:

Approved as to form:



7/7/2022

Gretchen Stuhr

Plumas County Counsel

____ COUNTY INITIALS

CONTRACTOR INITIALS _____

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 Maria Assunta Vicini, an individual, referred to herein as Business Associate ("BA"), dated July 1, 2022.

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.

MHSA2223MARIAVICINI

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

COVERED ENTITY

Name: Sharon Sousa _____
Title: Behavioral Health Interim Director _____
Address: 270 County Hospital Road, Suite 109 _____
Quincy, California 95971 _____
Signed: _____
Date: _____

BUSINESS ASSOCIATE

Name: Maria Assunta Vicini _____
Title: Tai Chi Instructor _____
Address PO Box 49 _____
Portola, CA 96122 _____
Signed: _____
Date: _____

EXHIBIT A - SCOPE OF WORK

Provide Tai Chi services four times a week, every month on behalf of the Portola Wellness Center to be held at the Portola Station Baptist Church 171, South Gulling Street, Portola, Ca.

All work shall be provided according to industry standards.

Maria Assunta Vicini, Tai Chi Instructor, this program will provide an overall positive approach to improving mental health through low impact exercise program open to all citizens in the Portola area. Tai Chi services are paid out of the Mental Health Services Act.

EXHIBIT B - FEE SCHEDULE

Tai Chi Sessions at \$90.00/Session

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.

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 Crestwood Behavioral Health, Incorporated (hereinafter referred to as "Contractor").

The parties agree as follows:

1. **Scope of Work.** Contractor shall provide the County with services as set forth in Exhibit A, attached hereto.
2. **Compensation.** County shall pay Contractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed \$ 165,000.00. 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, 2022 and shall remain in effect through June 30, 2023, unless terminated earlier pursuant to this Agreement. County's Board of Supervisors hereby ratifies and approves for payment, services provided by Crestwood Behavioral Health, Inc. from July 1, 2022 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. Breach 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 –County shall indemnify Contractor against any claim, demands, or liability arising from damage to property, and injuries to persons, which may arise out of or because of County's performance of its duties under this Agreement, or failure to perform, but only in proportion to and to the extent such claim demands, damages, or liability are caused by, or result from the negligent or intentional acts or omissions of County, its officers, agent or employee.
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, as the additional insured, 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, as the additional insured, 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, as the additional insured, 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:

Sharon Sousa, Interim Director
Plumas County Behavioral Health
270 County Hospital Road, Suite 109
Quincy, CA 95971

Contractor:

Elena Mashkevich, Executive Director of County Contracts
Crestwood Behavioral Health
520 Capitol Mall, Suite 800
Sacramento, CA 95814

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. Ukraine Sanctions. Pursuant to Executive Order N-6-22 Contractor is aware that as a compliance with the economic sanctions imposed in response to Russia's actions in Ukraine is required, including with respect to, but not limited to, the federal executive orders identified in the EO and the sanctions identified on the U.S. Department of the Treasury website (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and->

country-information/ukraine-russia-related-sanctions). Failure to comply may result in the termination of this agreement.

26. Suspension and Debarment. The County does not employ vendors or contractors who are listed on the National World Wide Web Site System for Award Management (sam.gov) by Federal General Services Administration (GSA) for the purpose of disseminating information on parties that are debarred from receiving Federal contracts, certain subcontracts, and certain Federal financial and nonfinancial assistance and benefits, pursuant to the provisions of 31 U.S.C. 6101, note, E.O. 12549, E.O. 12689, 48 CFR 9.404, and each agency's codification of the Common Rule for Non-procurement suspension and debarment.

- a. This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
- b. The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- c. This certification is a material representation of fact relied upon by the County. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- d. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any Contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

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.

27. Conflicts. In the event of any conflict between the terms of this Agreement and the terms of any exhibit hereto, the terms of this Agreement shall control, and the conflicting term of the exhibit shall be given no effect. Any limitation of liability contained in an attached exhibit shall be null and void.

26. 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.
27. The attached BAA is incorporated by this reference and made to protect this agreement.

PCBH2223CRESTWOOD

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

CONTRACTOR:

Crestwood Behavioral Health, Inc.

By: _____

Name: Elena Mashkevich

Title: Executive Director of County Contracts

Date signed:

CONTRACTOR:

By: _____

Name: Maria Stefanou

Title: Chief Financial Officer

Date signed:

COUNTY:

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

By: _____

Name: Sharon Sousa

Title: Behavioral Health Interim Director

Date signed:

APPROVED AS TO CONTENT:

Name: Kevin Goss

Title: Chair, Board of Supervisors

Date signed:

ATTEST:

Name: Heidi White

Title: Clerk, Board of Supervisors

Date signed:

Approved as to form:



Gretchen Stuhr
Plumas County Counsel

7/7/2022

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 Crestwood Behavioral Health, Inc., referred to herein as Business Associate ("BA"), dated July 1, 2022.

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.

PCBH2223CRESTWOOD

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

COVERED ENTITY

Name: Sharon Sousa
Title: Behavioral Health Interim Director
Address: 270 County Hospital Road, Suite 109
Quincy, California 95971
Signed: _____
Date: _____

BUSINESS ASSOCIATE

Name Elena Mashkevich
Executive Director County Contracts
Address: 520 Capitol Mall Suite 800
Sacramento, CA 95814
Signed: _____
Date: _____

EXHIBIT A - SCOPE OF WORK

Crestwood Behavioral Health is a CARF-accredited organization that continues to create a continuum of services to empower clients to achieve their recovery goals through Dialectical Behavioral Therapy; Wellness Recovery Action Plan; supported employment and pre-vocational training through Dreamcatchers Empowerment Network; therapeutic environment; trauma-informed approaches; and wellness initiatives that include heart healthy diets, smoking cessation support and Zumba. Crestwood is a nearly restraint -free environment by utilizing nonviolent communication, conflict resolutions and de-escalation techniques.

Crestwood's Behavioral Health services include:

- Skilled Nursing Facilities with Special treatment programs, neuro-behavioral programs and medical complex support.
- Mental Health Rehabilitation Center
- Crisis Residential Treatment
- Transition Residential Care Programs
- Enhanced Community Care programs
- Residential Care for the Elderly
- Crisis Stabilization Unit
- Psychiatric Health Facilities

EXHIBIT B - FEE SCHEDULE

SEE ATTACHED RATES

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 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.

<u>SNF/STP - IMD Designation</u>	<u>Room and Board/Per Diem</u>	<u>Patch/Enhancement</u>
Crestwood Wellness and Recovery Ctr	243.40	28.00
Redding IMD – 1122		51.00
NPI - 1194743088		67.00
		129.00
		Negotiated

<u>SNF/STP</u>	<u>Room and Board/Per Diem</u>	<u>Patch/Enhancement</u>
Crestwood Manor	Medi-Cal Published Rate	28.00
Stockton SNF/STP – 1104	*Indigent/Medi-Cal Ineligible	40.00
NPI - 1730128174		42.00
		67.00
		97.00
		129.00
		Negotiated

Crestwood Manor	Medi-Cal Published Rate	28.00
Modesto SNF/STP - 1112	*Indigent/Medi-Cal Ineligible	45.00
NPI - 1508884487		67.00
		97.00
		129.00
		Negotiated

Crestwood Manor - Fremont	Medi-Cal Published Rate	28.00
Alameda SNF/STP - 1134	*Indigent/Medi-Cal Ineligible	36.00
NPI - 1902828403		67.00
		106.00
		154.00
		Negotiated

<u>SNF</u>	<u>Room and Board/Per Diem</u>	<u>Patch/Enhancement</u>
Crestwood Treatment Center	Medi-Cal Published Rate	154.00
Fremont SNF - 1120	*Indigent/Medi-Cal Ineligible	Negotiated
NPI - 1942228838		

The following rates include room and board, nursing care, special treatment program services, activity programs, OTC medications, dietary, etc. Physician services, pharmacy and other ancillary medical services are not included in the per diem rate and are separately billable in accordance with Title 9.

Mental Health Rehabilitation
Centers

Crestwood Center	Level 1	389.00
Sacramento MHRC - 1106	Level 2	354.00
NPI - 1356411656	Level 3	321.00
Crestwood Behavioral Health Ctr	Level 1	424.00
San Jose MHRC - 1107	Level 2	340.00
NPI - 1376623256	Level 3	331.00
Crestwood Behavioral Health Ctr		334.00
Eureka MHRC - 1110		
NPI - 1124046008		
Crestwood Behavioral Health Ctr	Level (1:1)	720.00
Bakersfield MHRC - 1115	MIST	450.00
NPI - 1275610800	Level 1	389.00
	Level 2	354.00
	Level 3	319.00
Crestwood C.E.N.T.E.R.	Level 1	380.00
Angwin MHRC - 1116	Level 2	302.00
NPI - 1316024953	Level 3	249.00
Kingsburg Healing Center	Level 1	494.00
Kingsburg MHRC - 1140	Level 2	437.00
NPI – 1073989661	Level 3	375.00
	Bedhold	Current Rate minus Raw Food Cost**
Crestwood Recovery and Rehab	Level 1	391.00
Vallejo MHRC - 1141	Level 2	332.00
NPI - 1508935834	Level 3	294.00
	Level 4	276.00
Crestwood San Diego	Level 1	469.00
San Diego MHRC - 1154	Level 2	402.00
NPI - 1295146934	Level 3	334.00
	Bedhold	Current Rate minus Raw Food Cost**

Crestwood Chula Vista	Level 1	469.00
Chula Vista MHRC - 1164	Level 2	402.00
NPI - 1023495181	Level 3	334.00
	Bedhold	Current Rate minus Raw Food Cost**
San Francisco Healing Center		519.00
San Francisco MHRC - 1166	Bedhold	Current Rate minus Raw Food Cost**
NPI - 1447758024		
Fallbrook Healing Center	Level 1	487.00
Fallbrook Healing - 1167	Level 2	417.00
NPI - 1639738297	Level 3	348.00
	Bedhold	Current Rate minus Raw Food Cost**
Champion Healing Center	MIST	550.00
Lompoc - 1170	Level 1	541.00
NPI - 31487282273	Level 2	458.00
	Level 3	380.00

** Bed hold rate raw food reduction is \$8.93 for CY 2022

The following rates include room and board, nursing care, special treatment program services, activity program, OTC medications, dietary, etc. Physician services, pharmacy and other ancillary medical services are not included in the per diem rate and are separately billable in accordance with Title 22.

<u>Psychiatric Health Facilities</u>	<u>Room and Board/Per Diem</u>	<u>Room and Board/Per Diem for indigent client</u>
Crestwood Psychiatric Health Facility American River PHF - 1153 NPI - 1972827343	963.00	1,113.00
Crestwood Psychiatric Health Facility Sacramento PHF - 1156 NPI - 1669734075	963.00	1,113.00
Crestwood Psychiatric Health Facility San Jose PHF - 1157 NPI - 1598065047	1,125.00	1,275.00
Crestwood Psychiatric Health Facility Bakersfield PHF - 1158 NPI - 1194034645	1,038.00	1,188.00
Crestwood Solano PHF Psych Health Facility Solano PHF - 1159 NPI - 1780009142	1,038.00	1,188.00
Crestwood Sonoma PHF Psych Health Facility Sonoma PHF - 1175 NPI - 1043848831	1,040.00	1,190.00

<u>Adult Residential Facilities/Social Rehabilitation Center</u>	<u>Patch/Enhancement Per Day</u>
Pathways Eureka Pathways RTF - 1125 NPI - 1811374564	218.00
Our House Solano Our House ARF - 1136 NPI - 1750452199	165.00
Bridge Program - Bakersfield Bakersfield Bridge TRTP - 1137 NPI - 1265501597	230.00
American River Residential Services American River ARF - 1139 NPI - 1104905645	165.00
Bridge Program - Pleasant Hill Pleasant Hill Bridge ARF - 1143 NPI - 1669543005	165.00
The Pathway Pleasant Hill Pathway RTF - 1144 NPI - 1578634911	223.00
Bridge Program Fresno Fresno Bridge RTF - 1145 NPI - 1093892663	230.00
Crestwood Hope Center Vallejo RCFE - 1152 NPI - 1962702324	165.00
Hummingbird Healing House San Diego - 1168 NPI - 1992206734	182.00

UNIVERSITY OF CALIFORNIA COOPERATIVE EXTENSION

PLUMAS-SIERRA COUNTIES
208 FAIRGROUNDS ROAD
QUINCY, CA 95971

PHONE (530) 283-6270
FAX (530) 283-6088

Date: July 7, 2022
To: Honorable Board of Supervisors
From: David Lile, UCCE Plumas Sierra County Director
Re: Agreement No. Y22-6136

Recommendation: Approve and authorize the Chair to sign Agreement No. Y22-6136 between The Regents of the University of California and The County of Plumas.

Background and Discussion: This agreement between The Regents and Plumas County is in the amount of \$17,830.00 which began on July 1, 2022 and continues through June 30, 2023. This agreement is a newly revised contract of the previous Agreement No. Y14-2441.

UNIVERSITY OF CALIFORNIA, U.S. DEPARTMENT OF AGRICULTURE AND PLUMAS-SIERRA COUNTIES COOPERATING



Cooperative Extension (Plumas-Sierra County) provides reasonable accommodations for all disabled individuals to participate in our workshops/programs. If you require accommodations, please call (530) 283-6270 at least 2 weeks in advance. Hearing impaired persons may also use the 711 Relay System to make a request.

AGREEMENT NO. Y22 - 6136

Between

COUNTY OF PLUMAS

And

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA

THIS AGREEMENT is entered into by and between the County of Plumas; (hereinafter called "County") and The Regents of the University of California on behalf of its Cooperative Extension Plumas County (hereinafter called "University").

The County and the University have a mutual interest in strengthening the research, service and educational programs provided by the University to the residents of Plumas County, and County desires to provide support to the University for these programs.

ARTICLE I – PROGRAMS PROVIDED

University agrees to provide research, educational programs, or services. The County shall fund the salary and benefits for a 0.25 FTE 4-H Community Education Specialist 2 position. The University shall pay the remainder of the salary and benefits thereby maintaining a career, benefitted Community Education Specialist 2 position (minimum 0.5 FTE) located in the UCCE Plumas/Sierra office in Quincy. The University will further provide a support network for 4-H/ Youth Development program delivery including a Regional 4-H Supervisor, access to applied research in youth development, 4-H State Office, and the UCCE Plumas/Sierra County Director.

ARTICLE II – COMPENSATION AND TERM

A. INITIAL PAYMENT

1. County agrees to pay University a fixed price amount of Seventeen Thousand Eight Hundred Thirty dollars (\$17,830.00 US) for services provided during the budget period of July 1, 2022 through June 30, 2023. Funds may be carried forward from one budget period to the next budget period.
2. Payment shall be made payable – 50 % of the amount (\$8,915) within thirty (30) days of execution of this agreement and the remaining 50% payment (\$8,915) to be received by June 30, 2023, and any subsequent amendments by both parties. Payments shall be made payable to The Regents of the University of California, reference this agreement number, and be mailed to the following address:

UC Davis AR Lockbox
PO Box 741816
Los Angeles, CA 90074–1816

- B. The term of this Agreement shall commence on July 1, 2022 and continue until terminated. County's Board of Supervisors hereby ratifies, and approves for payment, services provided by Contractor from July 1, 2022 to the date of approval of this Agreement by the Board of Supervisors.

ARTICLE III – PROGRAM PERFORMANCE REPORT

Annually, University shall submit a preliminary “Program Performance Report” to County sixty (60) days prior to the end of the budget period. The report should include an overview of the accomplishments of the University during the reporting period, and a narrative of the University’s effectiveness in achieving the goals. The final report shall be submitted to County within sixty (60) days after end of the budget period.

ARTICLE IV – GENERAL PROVISIONS

- A. The County office responsible for administering the contract is the County of Plumas
- B. No alteration or variation of the terms of this agreement shall be valid unless made in writing and signed by the parties hereto, and no oral understanding or agreement not incorporated herein, shall be binding on any of the parties hereto.

ARTICLE V - TERMINATION

This Agreement may be terminated by either Party at any time upon the giving of sixty (60) days prior written notice to the other Party. Upon the giving of notice of termination by either Party, University shall exert its reasonable efforts to limit or to terminate any outstanding financial commitments. County shall reimburse University for all allowable costs incurred by it for the services, including without limitation, all obligations reasonably necessary to meet the University’s obligations during the term of this Agreement that cannot be cancelled. Such allowable costs shall be limited to the University’s payment of its portion of the salary and benefits of 4-H Program Coordinator position described in Article I of this Agreement, above. University shall prepare, within ninety (90) days after the termination date, a report of all expenditures incurred and of all funds received hereunder and shall reimburse County for funds which may have been advanced in excess of total costs incurred.

////

////

///

//

/

IN WITNESS WHEREOF, the parties have executed this agreement on the day and year first above written.

COUNTY OF PLUMAS

THE REGENTS OF THE UNIVERSITY OF
CALIFORNIA

Kimberly Lamar

By: _____
Name: Kevin Goss
Title: Chair, Board of Supervisors

By: _____
Name: Kimberly Lamar
Title: Associate Director

DATE _____

DATE _____

Fed. Tax ID # 94-6036494

ATTEST:

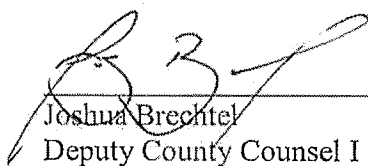
By: _____
Name: Heidi White
Title: Clerk of the Board
Date signed:

Reviewed and Recommended

David Lile, Director, UCCE Plumas-Sierra
University of California, Agriculture and Natural Resources

Date

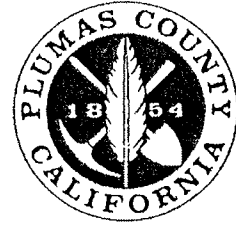
Approved as to form:

 _____ 7/6/2022
Joshua Brechtel
Deputy County Counsel I



Keevin Allred
Chief Probation Officer

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



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

DATE: July 8, 2022

TO: Honorable Board of Supervisors

FROM: Keevin Allred, Chief Probation Officer *KAX*

SUBJECT: Approval of the contract between Plumas County Probation Department and BI Correctional Services Incorporated.

Recommendation

Approve and authorize the Chair to sign the contract with BI Correctional Services Incorporated for full continuum of monitoring technologies and services for juveniles, parolees, probationers and pretrial defenders.

Background and Discussion

The Plumas County Probation Department has contracted with BI Correctional Services Incorporated for monitoring products since 2015. Due to County policy and changing technology, the Plumas County Probation Department issued an Request for Proposals (RFP) on May 18, 2020. BI Correctional Services Incorporated has accepted Plumas County's Probation RFP award and will extend support, resources, collaborative relationships, monitoring products, including GPS and alcohol monitoring systems, Smartlink and a Total Access software platform. Contracted amount for FY22-23 shall not exceed \$35,000 during the term of July 1, 2022 to June 30, 2023.

Therefore, it is respectfully requested the Board of Supervisors approve and authorize the Chair to sign the contract.

Services Agreement

This Agreement is made by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its **Probation Department** (hereinafter referred to as "County"), and BI Incorporated, a Colorado Subsidiary of The GEO Group, Inc. (GEO), which will do business in California as BI Correctional Services Incorporated, (hereinafter referred to as "Contractor").

The parties agree as follows:

1. Scope of Work. Contractor shall provide the County with services as set forth in Exhibit A, attached hereto.
2. Compensation. County shall pay Contractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit B and B-1, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed Thirty- Five Thousand Dollars (\$35,000).
3. Term. The term of this agreement shall be from July 1, 2022 through June 30, 2023 unless terminated earlier as provided herein. County's Board of Supervisors hereby ratifies and approves for payment, services provided by BI Correctional Services Incorporated, from July 1, 2022 to date of approval of this Agreement by the Board of Supervisors
4. Termination. Either party may terminate this agreement by giving thirty (30) days written notice to the other party.
5. Non-Appropriation of Funds. It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, the County shall have no liability to pay any further funds whatsoever to Contractor or furnish any other consideration under this Agreement and Contractor shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either cancel this Agreement with no further liability incurring to the County, or offer an amendment to Contractor to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution. Contractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.
6. Warranty and Legal Compliance. The services provided under this Agreement are non-exclusive and shall be completed promptly and competently. Contractor shall guarantee all parts and labor for a period of one year following the expiration of the term of this Agreement unless otherwise specified in Exhibit A. Contractor agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding

conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.

7. Amendment. This Agreement may be amended at any time by mutual agreement of the parties, expressed in writing and duly executed by both parties. No alteration of the terms of this Agreement shall be valid or binding upon either party unless made in writing and duly executed by both parties.
8. Indemnification. To the furthest extent permitted by law (including without limitation California Civil Code Sections 2782 and 2782.8, if applicable), County shall not be liable for, and Contractor shall defend and indemnify County and its officers, agents, employees, and volunteers (collectively "County Parties"), against any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics; liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorney's fees and court costs (hereinafter collectively referred to as "Claims"), which arise out of or are in any way connected to the work covered by this Agreement arising either directly or indirectly from any act, error, omission or negligence of Contractor or its officers, employees, agents, contractors, licensees or servants, including, without limitation, Claims caused by the concurrent negligent act, error or omission, whether active or passive of County Parties. Contractor shall have no obligation, however, to defend or indemnify County Parties from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of County Parties.
9. Insurance. Contractor agrees to maintain the following insurance coverage throughout the term of this Agreement:
 - a. Commercial general liability (and professional liability, if applicable to the services provided) coverage, with minimum per occurrence limit of the greater of (i) the limit available on the policy, or (ii) one million dollars (\$1,000,000).
 - b. Automobile liability coverage (including non-owned automobiles), with minimum bodily injury limit of the greater of (i) the limit available on the policy, or (ii) two-hundred fifty thousand dollars (\$250,000) per person and five hundred thousand dollars (\$500,000) per accident, as well as a minimum property damage limit of the greater of (i) the limit available on the policy, or (ii) fifty thousand dollars (\$50,000) per accident.
 - c. Each policy of commercial general liability (and professional liability, if applicable to the services provided) coverage and automobile liability coverage (including non-owned automobiles) shall meet the following requirements:
 - i. Each policy shall be endorsed to name the County, its officers, officials, employees, representatives and agents (collectively, for the purpose of this section 9, the "County") as additional insureds. The Additional Insured



endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13; and

- ii. All coverage available under such policy to Contractor, as the named insured, shall also be available and applicable to the County, as the additional insured; and
- iii. All of Contractor's available insurance proceeds in excess of the specified minimum limits shall be available to satisfy any and all claims of the County, including defense costs and damages; and
- iv. Any insurance limitations are independent of and shall not limit the indemnification terms of this Agreement; and
- v. Contractor's policy shall be primary insurance as respects the County, its officers, officials, employees, representatives and agents, and any insurance or self-insurance maintained by the County, its officers, officials, employees, representatives and agents shall be in excess of the Contractor's insurance and shall not contribute with it, and such policy shall contain any endorsements necessary to effectuate this provision. The primary and non-contributory endorsement shall be at least as broad as ISO Form 20 01 04 13; and
- vi. To the extent that Contractor carries any excess insurance policy applicable to the work performed under this Agreement, such excess insurance policy shall also apply on a primary and non-contributory basis for the benefit of the County before the County's own primary insurance policy or self-insurance shall be called upon to protect it as a named insured, and such policy shall contain any endorsements necessary to effectuate this provision.

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

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

- 10. Licenses and Permits. Contractor represents and warrants to County that it or its principals have all licenses, permits, qualifications, and approvals of whatsoever nature that is legally required for Contractor to practice its profession and to perform its duties and obligations under this Agreement. Contractor represents and warrants to County that Contractor shall, at its sole cost and expense, keep in effect at all times during the term of

this Agreement any licenses, permits, and approvals that are legally required for Contractor or its principals to practice its professions and to perform its duties and obligations under this Agreement.

11. Relationship of Parties. It is understood that Contractor is not acting hereunder as an employee of the County, but solely as an independent contractor. Contractor, by virtue of this Agreement, has no authority to bind, or incur any obligation on behalf of, County. Except as expressly provided in this Agreement, Contractor has no authority or responsibility to exercise any rights or power vested in County. It is understood by both Contractor and County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or joint venture.
12. Assignment. Contractor may not assign, subcontract, sublet, or transfer its interest in this Agreement without the prior written consent of the County.
13. Non-discrimination. Contractor agrees not to discriminate in the provision of service under this Agreement on the basis of race, color, religion, marital status, national origin, ancestry, sex, sexual orientation, physical or mental handicap, age, or medical condition.
14. Choice of Law. The laws of the State of California shall govern this agreement.
15. Interpretation. This agreement is the result of the joint efforts of both parties and their attorneys. The agreement and each of its provisions will be interpreted fairly, simply, and not strictly for or against either party.
16. Integration. This Agreement constitutes the entire understanding between the parties respecting the subject matter contained herein and supersedes any and all prior oral or written agreements regarding such subject matter.
17. Severability. The invalidity of any provision of this Agreement, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.
18. Headings. The headings and captions contained in this Agreement are for convenience only, and shall be of no force or effect in construing and interpreting the provisions of this Agreement.
19. Waiver of Rights. No delay or failure of either party in exercising any right, and no partial or single exercise of any right, shall be deemed to constitute a waiver of that right or any other right.
20. Conflict of Interest. The parties to this Agreement have read and are aware of the provisions of Government Code section 1090 *et seq.* and section 87100 *et seq.* relating to conflicts of interest of public officers and employees. Contractor represents that it is unaware of any financial or economic interest of any public officer or employee of County relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement and is later discovered by

the County, the County may immediately terminate this Agreement by giving written notice to Contractor.

21. Notice Addresses. All notices under this Agreement shall be effective only if made in writing and delivered by personal service or by mail and addressed as follows. Either party may, by written notice to the other, change its own mailing address.

County:

Plumas County Probation
County of Plumas
270 County Hospital Road, Ste. 128
Quincy, CA 95971
Attention: Chief Probation Officer Keevin Allred
Telephone: (530) 283-6200

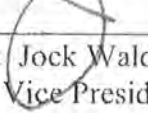
Contractor:

BI Incorporated
Attn: Jock Waldo
6265 Gunbarrel Avenue, Suite B
Boulder, CO 80301
Telephone: (303) 218-1000

22. Time of the Essence. Time is hereby expressly declared to be of the essence of this Agreement and of each and every provision thereof, and each such provision is hereby made and declared to be a material, necessary, and essential part of this Agreement.
23. Contract Execution. Each individual executing this Agreement on behalf of Contractor represents that he or she is fully authorized to execute and deliver this Agreement.
24. Retention of Records. If the maximum compensation payable under section 2 of this Agreement exceeds \$35,000, then, pursuant to California Government Code section 8546.7, the performance of any work under this Agreement is subject to the examination and audit of the State Auditor at the request of the County or as part of any audit of the County for a period of three years after final payment under the Agreement. Each party hereto shall retain all records relating to the performance and administration of this Agreement for three years after final payment hereunder, and Contractor agrees to provide such records either to the County or to the State Auditor upon the request of either the State Auditor or the County.

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


CONTRACTOR:

By: 
Name: Jock Waldo
Title: Vice President
Date signed:

By: 
Name: Danna Coapland
Title: Vice President, Financial Planning
Date signed:

COUNTY:

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

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

By: _____
Name: Kevin Goss
Title: Board of Supervisors – Chair
Date signed:

ATTEST:

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

Approved as to form:


Joshua Brechtel
Deputy County Counsel I

7/6/2022

EXHIBIT A

Scope of Work

Bi Incorporated can provide a full continuum of monitoring technologies and services for juveniles, parolees, probationers and pretrial defenders. For the Plumas County Probation Department, BI Incorporated will extend support, resources, and collaborative relationships with other nearby counties by providing monitoring products, including GPS and alcohol monitoring systems, customer support, TotalAccess software platform and Smartlink application.



EXHIBIT B

Fee Schedule

Freight - BI will pay for the cost of shipping Units and other Equipment, Supplies and accessories to and from Agency via ground delivery. Agency may request shipping methods other than ground delivery, in which event Agency will pay for the additional cost of such alternative shipping method. Capitalized terms used herein, and not otherwise defined, shall have the meaning set forth in the Agreement. All other terms and conditions of the Agreement, except as expressly amended herein, shall remain in full force and effect.

See Attached Exhibit B-1 for pricing for equipment and monitoring pricing: the HomeGuard 200, HomeGuard 206, HomeGuard 20/20, SL2, SL3, LOC8 XT and BI SmartLINK.

EXHIBIT B-1



April 29, 2022

Delivered via email

ATTN:
Christina Baggott, Plumas County Probation Management Analyst
Plumas County Courthouse Annex
270 County Hospital Rd #128
Quincy, CA 95971

Dear Ms. Baggott,

BI Incorporated is pleased to offer requested pricing to the Plumas County Probation Department. Please find BI's pricing outlined in the tables below for the HomeGuard 200, HomeGuard 206, HomeGuard 20|20, SL2, SL3, LOC8 XT and BI SmartLINK. This pricing offer is valid for 90 days from the date of this letter.

1. Pricing for Plumas County Probation Department

Equipment	Rental Cost per client per day	Monitoring Cost per client per day	L/D Allowance	Shelf Allowance	Total Price Per client per day
HomeGuard 200	\$1.35	\$0.90	Unlimited	30%	\$2.25
HomeGuard 206	\$2.45	\$0.90	Unlimited	30%	\$3.35
HomeGuard 20 20	\$2.45	\$0.90	Unlimited	30%	\$3.35
SL2	\$3.90	\$2.60	Unlimited	30%	\$6.50
SL3	\$3.90	\$2.60	Unlimited	30%	\$6.50
Loc8 XT <i>Collects a GPS point every minute and reports all data to the central monitoring computer every 30 and 240 minutes. Collection and reporting rates increase when the unit is in violation status.</i>	\$2.90	\$1.35	Unlimited	30%	\$4.25

2. BI SmartLINK Pricing for Plumas County Probation Department

SmartLINK Program	Number of Clients			
	Any With BI Technologies	0 - 1,000 SmartLINK Only	1,001 - 9,999 SmartLINK Only	10,000 - Above SmartLINK Only
Connect	Included at no cost	\$0.25	\$0.15	\$0.10
Report	\$0.25	\$0.50	\$0.40	\$0.35
Verify	\$0.50	\$0.75	\$0.65	\$0.60
Non Recorded Video Conferencing 15 minutes duration	\$0.35 per occurrence	\$0.35 per occurrence	\$0.35 per occurrence	\$0.35 per occurrence



Please contact me directly if you have any questions about the pricing provided.

Matthew Johnson, Partnership Development Director
Tel: 916.214.3177 | Email: Matthew.Johnson@bi.com



CONSENT AGENDA REQUEST

For the July 19, 2022, meeting of the Plumas County Board of Supervisors

July 11, 2022

To: Honorable Board of Supervisors

From: Dana Loomis, Director of Public Health

Subject: Approve and direct the Chair to sign the annual Certificates of Compliance for the County Veteran's Subvention Program and the Medi-Cal Cost Avoidance Program for FY22/23 from the California Department of Veterans Affairs.

Background:

The State of California, through the California Department of Veterans Affairs (CDVA) provides funds to the Plumas County Veterans Services Office budget. The California Military and Veterans Code, Sections 972.1 and 972.2 outline how these funds will be distributed.

Subvention funding is a constant fund to all participating counties on a pro rata basis. This allocation is based on the overall State Workload of all County Veterans Services Offices.

Medi-Cal Cost Avoidance funding is distributed to all participating counties on a pro rata basis using a formula based on the number of claims processed as a direct result of referrals from the Department of Social Services.

These Certificate of Compliance's are an annual requirement by the CDVA in order to receive this funding.

Fiscal Impact:

As the Veterans Services Department (20640) is a General Fund Department, this revenue helps offset the burden to the General Fund.

Recommendation:

The Director of Public Health respectfully recommends that the Board of Supervisors approve and direct the Chair to sign the annual Certificates of Compliance for the County Veteran's Subvention Program and the Medi-Cal Cost Avoidance Program for FY22/23 from the California Department of Veterans Affairs.

DEPARTMENT OF VETERANS AFFAIRS

1227 O Street
SACRAMENTO, CALIFORNIA 95814
Telephone: (800) 952-5626



Annual Subvention Certificate of Compliance
Fiscal Year 2022/2023

Charge:

Funds are distributed under this program to counties as partial reimbursement for expenses incurred in the operation of the County Veterans Service Office. Funds are distributed according to Military and Veterans Code Sections 972, and 972.1, a State General Fund Expenditure, and 972.2 a Special Fund Expenditure.

County Certification:

I certify that Plumas County has appointed a veteran to serve as the County Veterans Service Officer according to California Code of Regulations Title 12, Subchapter 4. This County Veterans Service Officer will administer the aid provided for in Military and Veterans Code Division 4, Chapter 5. This County Veterans Service Officer must achieve and maintain accreditation from the California Department of Veterans Affairs within 18 months of employment or within 18 months of the County Veterans Service Officer position becoming vacant, whichever occurs first. Veterans Service Representative staff filing claims must also achieve and maintain accreditation from the California Department of Veterans Affairs within 18 months of employment.

I certify that the County Veteran Service Officer will assist every veteran of the United States, as well as their dependents and survivors, in presenting and pursuing such claim as they may have against the United States. The County Veterans Service Officer and all accredited staff will also assist in establishing veterans, dependents and survivors' rights to any privilege, preference, care or compensation provided for by the laws and regulations of the United States, the State of California, or any local jurisdiction.

I certify that information contained within the VetPro database will not be distributed to any entity outside of the County Veteran Service Office, including other County Departments. Additionally, I certify that all College Fee Waiver Approval and Denial letters will be generated within the VetPro database. I also authorize the County Veterans Service Officer to actively participate in the promotion of the California Veterans License Plate program.

I certify that this county, through the County Veterans Service Office, will maintain records for audit. These records will be maintained for a minimum of two years. The county agrees to submit reports in accordance with the procedures and timelines established by CalVet and in accordance with the *CalVet Procedure Manual for Subvention and Medi-Cal Cost Avoidance* for the current state fiscal year. The County Veterans Service Officer will permit CalVet representatives to inspect all records upon request.

Chair, County Board of Supervisors
(or other County Official authorized
by the Board to act on their behalf)

Date

SCAN AND UPLOAD THIS COMPLETED FORM VIA THE AGENCY ATTACHMENTS IN VETPRO

DEPARTMENT OF VETERANS AFFAIRS

1227 O Street
SACRAMENTO, CALIFORNIA 95814
Telephone: (800) 952-5626



Annual Medi-Cal Cost Avoidance Certificate of Compliance
Fiscal Year 2022/2023

I certify that Plumas County has appointed a County Veterans Service Officer (CVSO) in compliance with California Code of Regulations, Title 12, Subchapter 4. Please consider this as our application to participate in the Medi-cal Cost Avoidance Program authorized by Military and Veterans Code Section 972.5

I understand and will comply with the following:

1. All activities of the CVSO for which payment is made by the CalVet under this agreement will reasonably benefit the Department of Health Care Services (DHCS) or realize cost avoidance to the Medi-Cal program. All State and County Medi-Cal Eligibility Workers who generate a Form MC 05 (Military Verification and Referral form) will be instructed to indicate the applicant's Aid Code on the face of the form.
2. All monies received under this agreement shall be allocated to and spent on the salaries and expenses of the CVSO.
3. This agreement is binding only if federal funds are available to CalVet from the DHCS.
4. The CVSO is responsible for administering this program in accordance with California Code of Regulations, Title 12, Subchapter 4 and *the CalVet Procedure Manual for Subvention and Medi-Cal Cost Avoidance* for the current state fiscal year.

Chair, County Board of Supervisors
(or other County Official authorized
by the Board to act on their behalf)

Date

SCAN AND UPLOAD THIS COMPLETED FORM VIA THE AGENCY ATTACHMENTS IN VETPRO



CONSENT AGENDA REQUEST

For the July 19, 2022, meeting of the Plumas County Board of Supervisors

July 11, 2022

To: Honorable Board of Supervisors

From: Dana Loomis, Director of Public Health

Subject: Approve and direct the Chair to sign a service agreement with Siskiyou County Public Health related to the Ryan White Part C program for Fiscal year 2022-2023, retroactive to April 1, 2022, in the amount of \$20,650.00

Background:

Plumas County Public Health Agency has served as fiscal and administrative agent for various HIV/AIDS in the Mountain Counties region of Lassen, Modoc, Plumas, Sierra, and Siskiyou counties.

This contract with Siskiyou County Public Health is for them to provide HIV specialty services for these clients for the Ryan White Part C program.

The term of the contract is from April 1, 2022, through March 31, 2023.

The attached contract has been reviewed and approved as to form by County Counsel.

Fiscal Impact:

There is no fiscal impact to the General Fund as this contract is fully funded through various programs in Public Health.

Recommendation:

The Director of Public Health respectfully recommends that the Board of Supervisors approve and direct the Chair to sign a service agreement with Siskiyou County Public Health related to the Ryan White Part C program for Fiscal year 2022-2023, retroactive to April 1, 2022, in the amount of \$20,650.00.

SUBCONTRACT

This Agreement is made by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its PUBLIC HEALTH AGENCY (hereinafter referred to as "County"), and SISKIYOU COUNTY HEALTH AND HUMAN SERVICES AGENCY PUBLIC HEALTH DIVISION, a political subdivision of the State of California, hereinafter referred to as "Subcontractor".

The parties agree as follows:

1. Scope of Work. Subcontractor shall provide the County with services as set forth in Exhibit A, attached hereto.
2. Compensation. County shall pay Subcontractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibits B and B-1, attached hereto. The total amount paid by County to Subcontractor under this Agreement shall not exceed Twenty Thousand Six Hundred Fifty Dollars (\$20,650.00).
3. Term. The term of this agreement shall be from April 1, 2022 through March 31, 2023 unless terminated earlier as provided herein. County's Board of Supervisors hereby ratifies, and approves for payment, services provided by Contractor from April 1, 2022 to the date of approval of this Agreement by the Board of Supervisors.
4. Termination. Either party may terminate this agreement by giving thirty (30) days written notice to the other party.
5. Non-Appropriation of Funds. It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, the County shall have no liability to pay any further funds whatsoever to Subcontractor or furnish any other consideration under this Agreement and Subcontractor shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either cancel this Agreement with no further liability incurring to the County, or offer an amendment to Subcontractor to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution. Subcontractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.
6. Warranty and Legal Compliance. The services provided under this Agreement are non-exclusive and shall be completed promptly and competently. Subcontractor shall guarantee all parts and labor for a period of one year following the expiration of the term of this Agreement unless otherwise specified in Exhibit A. Subcontractor agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.

_____COUNTY INITIALS

SUBCONTRACTOR INITIALS_____

7. Amendment. This Agreement may be amended at any time by mutual agreement of the parties, expressed in writing and duly executed by both parties. No alteration of the terms of this Agreement shall be valid or binding upon either party unless made in writing and duly executed by both parties.
8. Indemnification. To the furthest extent permitted by law (including without limitation California Civil Code Sections 2782 and 2782.8, if applicable), County shall not be liable for, and Subcontractor shall defend and indemnify County and its officers, agents, employees, and volunteers (collectively "County Parties"), against any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorney's fees and court costs (hereinafter collectively referred to as "Claims"), which arise out of or are in any way connected to the work covered by this Agreement arising either directly or indirectly from any act, error, omission or negligence of Subcontractor or its officers, employees, agents, Subcontractors, licensees or servants, including, without limitation, Claims caused by the concurrent negligent act, error or omission, whether active or passive of County Parties. Subcontractor shall have no obligation, however, to defend or indemnify County Parties from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of County Parties. The obligations of this indemnity shall be for the full amount of all damage to County, including defense costs, and shall not be limited by any insurance limits.
9. Insurance. Subcontractor agrees to maintain the following insurance coverage throughout the term of this Agreement:
- a. Commercial general liability (and professional liability, if applicable to the services provided) coverage, with minimum per occurrence limit of the greater of (i) the limit available on the policy, or (ii) one million dollars (\$1,000,000).
 - b. Automobile liability coverage (including non-owned automobiles), with minimum bodily injury limit of the greater of (i) the limit available on the policy, or (ii) two-hundred fifty thousand dollars (\$250,000) per person and five hundred thousand dollars (\$500,000) per accident, as well as a minimum property damage limit of the greater of (i) the limit available on the policy, or (ii) fifty thousand dollars (\$50,000) per accident.
 - c. Each policy of commercial general liability (and professional liability, if applicable to the services provided) coverage and automobile liability coverage (including non-owned automobiles) shall meet the following requirements:
 - i. Each policy shall be endorsed to name the County, its officers, officials, employees, representatives and agents (collectively, for the purpose of this section 9, the "County") as additional insureds. The Additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13; and
 - ii. All coverage available under such policy to Subcontractor, as the named insured, shall also be available and applicable to the County, as the additional insured; and

____ COUNTY INITIALS

SUBCONTRACTOR INITIALS ____

- iii. All of Subcontractor's available insurance proceeds in excess of the specified minimum limits shall be available to satisfy any and all claims of the County, including defense costs and damages; and
 - iv. Any insurance limitations are independent of and shall not limit the indemnification terms of this Agreement; and
 - v. Subcontractor's policy shall be primary insurance as respects the County, its officers, officials, employees, representatives and agents, and any insurance or self-insurance maintained by the County, its officers, officials, employees, representatives and agents shall be in excess of the Subcontractor's insurance and shall not contribute with it, and such policy shall contain any endorsements necessary to effectuate this provision. The primary and non-contributory endorsement shall be at least as broad as ISO Form 20 01 04 13; and
 - vi. To the extent that Subcontractor carries any excess insurance policy applicable to the work performed under this Agreement, such excess insurance policy shall also apply on a primary and non-contributory basis for the benefit of the County before the County's own primary insurance policy or self-insurance shall be called upon to protect it as a named insured, and such policy shall contain any endorsements necessary to effectuate this provision.
- d. Workers Compensation insurance in accordance with California state law.

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

10. Licenses and Permits. Subcontractor represents and warrants to County that it or its principals have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required for Subcontractor to practice its profession and to perform its duties and obligations under this Agreement. Subcontractor represents and warrants to County that Subcontractor shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required for Subcontractor or its principals to practice its professions and to perform its duties and obligations under this Agreement. Jennifer Hill, Nurse Practitioner License Number 95002611.
11. Relationship of Parties. It is understood that Subcontractor is not acting hereunder as an employee of the County, but solely as an independent Subcontractor. Subcontractor, by virtue of this Agreement, has no authority to bind, or incur any obligation on behalf of, County. Except as expressly provided in this Agreement, Subcontractor has no authority or responsibility to exercise any rights or power vested in County. It is understood by both Subcontractor and County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or joint venture.

COUNTY INITIALS

SUBCONTRACTOR INITIALS

12. Assignment. Subcontractor may not assign, subcontract, sublet, or transfer its interest in this Agreement without the prior written consent of the County.
13. Non-discrimination. Subcontractor agrees not to discriminate in the provision of service under this Agreement on the basis of race, color, religion, marital status, national origin, ancestry, sex, sexual orientation, physical or mental handicap, age, or medical condition.
14. Choice of Law. The laws of the State of California shall govern this agreement.
15. Interpretation. This agreement is the result of the joint efforts of both parties and their attorneys. The agreement and each of its provisions will be interpreted fairly, simply, and not strictly for or against either party.
16. Integration. This Agreement constitutes the entire understanding between the parties respecting the subject matter contained herein and supersedes any and all prior oral or written agreements regarding such subject matter.
17. Severability. The invalidity of any provision of this Agreement, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.
18. Headings. The headings and captions contained in this Agreement are for convenience only, and shall be of no force or effect in construing and interpreting the provisions of this Agreement.
19. Waiver of Rights. No delay or failure of either party in exercising any right, and no partial or single exercise of any right, shall be deemed to constitute a waiver of that right or any other right.
20. Conflict of Interest. The parties to this Agreement have read and are aware of the provisions of Government Code section 1090 *et seq.* and section 87100 *et seq.* relating to conflicts of interest of public officers and employees. Subcontractor represents that it is unaware of any financial or economic interest of any public officer or employee of County relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement and is later discovered by the County, the County may immediately terminate this Agreement by giving written notice to Subcontractor.
21. Notice Addresses. All notices under this Agreement shall be effective only if made in writing and delivered by personal service or by mail and addressed as follows. Either party may, by written notice to the other, change its own mailing address.

The project representatives during the term of this Agreement will be:

County of Plumas:

Nicole Reinert, Health Ed. Coordinator
Plumas County Public Health Agency
270 County Hospital Road, Suite 206
Quincy, California 95971-9174
(530) 283-6990
nicolereinert@countyofplumas.com

Subcontractor:

Siskiyou County Health and Human
Serv. Agency Public Health Div.
810 South Main Street
Yreka, CA 96097-
(530) 841 - 2100

____ COUNTY INITIALS

SUBCONTRACTOR INITIALS _____

22. Time of the Essence. Time is hereby expressly declared to be of the essence of this Agreement and of each and every provision thereof, and each such provision is hereby made and declared to be a material, necessary, and essential part of this Agreement.
23. Contract Execution. Each individual executing this Agreement on behalf of Subcontractor represents that he or she is fully authorized to execute and deliver this Agreement.
24. Retention of Records. If the maximum compensation payable under section 2 of this Agreement exceeds \$10,000, then, pursuant to California Government Code section 8546.7, the performance of any work under this Agreement is subject to the examination and audit of the State Auditor at the request of the County or as part of any audit of the County for a period of three years after final payment under the Agreement. Each party hereto shall retain all records relating to the performance and administration of this Agreement for three years after final payment hereunder, and Subcontractor agrees to provide such records either to the County or to the State Auditor upon the request of either the State Auditor or the County.
25. Conflicts. In the event of any conflict between the terms of this Agreement and the terms of any exhibit hereto, the terms of this Agreement shall control, and the conflicting term of the exhibit shall be given no effect. Any limitation of liability contained in an attached exhibit shall be null and void.

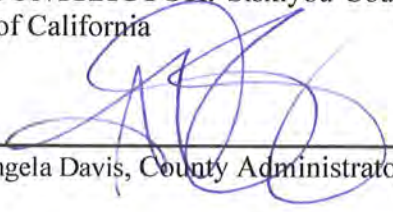
The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of this Agreement.

Exhibit A	Scope of Work	1 Pages
Exhibit B	Fee Schedule	1 Page
Exhibit B-1	Subcontractor Budget	1 Page
Exhibit C	General Terms and Conditions (GTC 610)	4 Pages
Exhibit D	Special Terms and Conditions	38 Pages
Exhibit E	Additional Provisions	2 Pages
Exhibit F	Federal Terms and Conditions	10 Pages
Exhibit G	HIV/AIDS Confidentiality Agreement	2 Pages
Exhibit H	Contractor Certification (CCC-307)	5 Pages
Exhibit I	Information Privacy and Security Requirements	12 Pages
Exhibit J	Darfur Contracting Act Certification	2 Pages

[SIGNATURES TO FOLLOW ON NEXT PAGE]

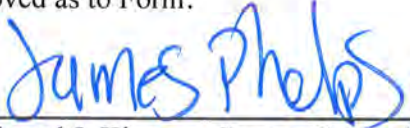
IN WITNESS WHEREOF, this Agreement has been executed as of the date set forth below.

SUBCONTRACTOR: Siskiyou County Health and Human Services, a political subdivision of the State of California

By: 
Angela Davis, County Administrator

Date: 06/13/2020

Approved as to Form:

By: 
Edward J. Kiernan, County Counsel

Date: 6-9-2022

Approved to Accounting Form: Fund: :2121 Organization: 401015 Account: 552600

By: 
Diane Olson, Auditor-Controller

Date: 06/15/22

Approved as to Insurance:

By: 
Melissa Cummins, Risk Management

Date: 06-13-2022

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

By: 
Dana Loomis, Director
Plumas County Public Health Agency

Date: 7/15/22

By: _____
Chair, Plumas County Board of Supervisors

Date: _____

Attest:

By: _____
Clerk, Plumas County Board of Supervisors

Date: _____

Approved as to form:


Joshua Brechtel
Deputy County Counsel I

4/21/2022

EXHIBIT A - SCOPE OF WORK

Subcontractor Requirements:

Subcontractor will provide targeted outreach services to high-risk individuals in Siskiyou County, to bring them into HIV testing and counseling and treatment and care services with the goal of providing 150 high-risk individuals in Siskiyou County with HIV testing and counseling services. These outreach and testing services will be provided by a certified counselor at Siskiyou County Jail, Drug Court, Behavioral Health and Juvenile Detention as well to individuals at local high-risk environments.

Reporting and Performance Requirements:

The Subcontractor shall submit reports and other performance requirements in a form and manner specified in accordance with the following schedule:

- A. Provide quarterly reporting of number of high-risk tests and narrative on outreach activities of high-risk community.
- B. Invoice for actual services and report revenue related to this program at least quarterly. Funds may only be used to pay for allowable categories of services outlined in Subcontractor's Budget.

EXHIBIT B - FEE SCHEDULE

Invoicing and Payment:

For services satisfactorily rendered, and upon receipt and approval of the invoice(s), the County of Plumas agrees to compensate the Subcontractor for actual expenditures incurred in accordance with this service agreement.

A. Invoice(s) Shall:

- 1) Be prepared on Subcontractor letterhead or signed by authorized personnel.
- 2) Bear the Subcontractors name and Agreement Number.
- 3) Identify the billing and/or performance period covered on invoice.
- 4) Include services that were not covered by Medi-Cal or private insurance.
- 5) Include dates of services, client name/number, services provided and cost of service

B. Invoice(s) Schedule:

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

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

D. Amounts Payable:

The amounts payable under this agreement shall not exceed Twenty Thousand Six Hundred Fifty Dollars (\$20,650.00).

EXHIBIT B-1 SUBCONTRACTOR BUDGET

	A	C	D	E	F	G	H	I	J
1	Subcontractor Budget								
2	Program	Part-C							
3	Subcontractor	Siskiyou County Public Health							
4	Contract Year	April 1, 2022 - March 31, 2023							
5									
6									
7									
8		Description	Budget Line	Program Category	Service Category	Amount	Rate	Rate Type	Contract Cost
9	Personnel								
10	Kristin Varga: Outreach & Testing	HRCT/Outreach	EIS	Outpatient / Ambulatory Health Service:	56,651	0.090	FTE		5,039
11	Jessica Skillen: Outreach & Testing	HRCT/Outreach	EIS	Outpatient / Ambulatory Health Service:	54,891	0.090	FTE		4,940
12									-
13									-
14									-
15	Total Personnel								10,039
16	Fringe Benefits								
17	Kristin Varga: Outreach & Testing	0 HRCT/Outreach	EIS	Outpatient / Ambulatory Health Service:	5,039	0.580	Fringe Rte		2,958
18	Jessica Skillen: Outreach & Testing	0 HRCT/Outreach	EIS	Outpatient / Ambulatory Health Service:	4,940	0.580	Fringe Rte		2,865
19									-
20									-
21									-
22									-
23	Total Fringe Benefits								5,823
24	Travel								
25	Travel and training costs	HRCT/Outreach	EIS	Outpatient / Ambulatory Health Service:	1,894	1.000	Unit Cost		1,894
26									-
27									-
28									-
29									-
30	Total Travel								1,894
31	Other								
32	HIV Rapid Test Kits, Controls, confirmatory tests	HRCT/Outreach	EIS	Outpatient / Ambulatory Health Service:	2,200	1.000	Unit Cost		2,200
33									-
34									-
35									-
36	Total Other								2,200
37	Indirect	HRCT/Outreach	Admin Exp	Grantee Administration	10,039	0.069			694
38									
39	Total Subcontract								20,650

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 Robert Thorman, P.E., Assistant Director

AGENDA REQUEST

for the July 19, 2022 meeting of the Plumas County Board of Supervisors

Date: July 11, 2022

To: Honorable Board of Supervisors

From: John Mannle, Director of Public Works

A handwritten signature in blue ink, appearing to read "John Mannle", is written over the "From:" line.

Subject: Amendment No. 1, Special Inspection and Testing Subcontract, to Professional Services Agreement with CGL Companies, Inc. for Plumas County Corrections Facility; discussion and consider authorization.

BACKGROUND:

A professional services agreement was executed between CGL Companies, Inc. and Plumas County for professional services related to project management of the Plumas County Correctional Facility on April 28, 2022. Special Inspection and Testing is required for the construction per the approved construction drawings and per code. CGL has agreed to add special inspection and testing services through NST Engineering Inc. to their scope of services as a subcontract, to conduct all required testing and inspections. The estimate from NST Engineer's for performing anticipated special testing and inspection totals \$75,000. Amendment No. 1 provides compensation on a time and materials basis up to a maximum of \$85,000 to ensure sufficient compensation, should additional tests and inspection be required. Amendment No. 1 to CGL professional services agreement has been approved as to form by County Counsel.

RECOMMENDATION:

The Sheriff's Department and Public Works Staff respectfully requests that the Board of Supervisors vote to authorize the Chair to sign Amendment No. 1 to CGL Professional services agreement to increase the agreement by a not to exceed amount of \$85,000, for required special inspection and testing services on a time and materials basis.

Attachment: Amendment No. 1 CGL Professional Services Agreement

AMENDMENT No. 1
to
PROFESSIONAL SERVICES AGREEMENT
For
SB 844 JAIL CONSTRUCTION PROJECT

The April 28, 2022 PROFESSIONAL SERVICES AGREEMENT, by and between the **COUNTY OF PLUMAS**, a political subdivision ("COUNTY") and **CGL Companies, Inc. (CGL)**, a California Corporation, (hereinafter referred to as "Contractor"), is hereby amended as follows:

Compensation

Contractor's compensation shall be increased by a not to exceed amount of Eighty-Five Thousand (\$85,000.00). Contractor shall be reimbursed for Materials Testing and Special Inspections completed by NST Engineering Inc. per estimated trip breakdown Exhibit "A," and per Engineering and Testing Fee schedule set forth in Exhibit "B," attached hereto and shall in no case exceed Eighty-Five Thousand Dollars and No Cents (\$85,000.00)

Other Contract Provisions

All other contract provisions set forth in the April 28, 2022, Professional Services Agreement, Plumas County Sheriff Office Contract No. PCSO00134 first referenced above, shall remain unchanged.

Signatures on following page

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 1 to be executed by and through their respective authorized officers, as of the date first above written.

CONTRACTOR:

CGL Companies, Inc.,
a California corporation

By: _____
Name: William Robert Glass
Title: CEO & Secretary
Date signed: _____

COUNTY:


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

By: _____
Name: Kevin Goss
Title: Chair, Board of Supervisors
Date signed: _____

ATTEST:

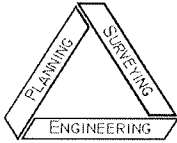
By: _____
Heidi White
Clerk of the Board of Supervisors

Approved as to form:



Gretchen Stuhr
Plumas County Counsel

7/7/2022



L A M B D I A
NST ENGINEERING INC.

1495 Riverside Dr. ~ Susanville Ca. 96130
(530) 257-5173 ~ Fax (530) 257-6272

Jeffery Morrish - RCE
Stephen H Schmidt - RLS
Vernon H Templeton - RLS

April 18, 2022

CGL Companies
2260 Del Paso Road, Suite 100
Sacramento California 95834
Attn: Phil Stangl

Re: Plumas County Jail Construction – Quincy California
Materials Testing and Special Inspections – Trip Breakdown

Earthwork Compaction Testing:

Building footprint 4 trips.....	\$3200
Site work, parking, sidewalks curb and gutter 6 trips.....	\$4800
Laboratory materials testing.....	\$2000
Total.....	\$10,000

Concrete Testing:

Building footings 2 trips.....	\$4000
Building Slab 2 trips.....	\$4000
Laboratory materials testing.....	\$2000
Total.....	\$10,000

CMU Testing:

Initial Verifications.....	\$2,000
Special inspections for rebar, mortar, spacing requirements, embedment's 15 trips.....	\$10,000
Grout and Mortar compressive strength testing 15 trips.....	\$20,000
Total.....	\$32,000

Structural Steel and Welding:

High Strength Bolts 4 trips.....	\$3200
AWS D1.1 Welding 4 trips.....	\$3200
Total.....	\$6,400

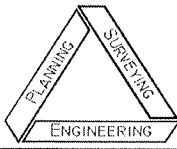
Asphalt Testing:

Compaction testing and mix verifications 3 trips.....	\$4,500
AC Laboratory Testing.....	\$3,000
Total.....	\$7,500

Total Project Estimate.....\$65,900

Total Not to Exceed Cost Estimate for Project..... \$75,000.00

EXHIBIT 'B'



NST ENGINEERING INC.

1495 Riverside Dr. ~ Susanville Ca. 96130
(530) 257-5173 ~ Fax (530) 257-6272

Jeffery Morrish - RCE
Stephen H Schmidt - RLS
Vernon H Templeton - RLS

FEE SCHEDULE ENGINEERING - SURVEYING - BUILDING DESIGN JANUARY 2022

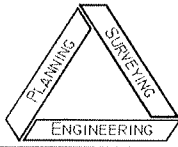
<u>OFFICE PERSONNEL</u>	<u>RATE PER HOUR</u>
Principal Engineer or Surveyor	\$150.00
Professional Testimony or Representation	\$160.00
Licensed Engineer or Surveyor	\$140.00
Administrative Fees	\$100.00
Building Designer or Engineering Designer	\$100.00
Draftsperson or Technician	\$ 80.00
Drafting Aide	\$ 65.00
Clerical	\$ 50.00
<u>FIELD PERSONNEL (With Equipment)</u>	<u>RATE PER HOUR</u>
Licensed Engineer or Surveyor	\$150.00
Survey Crew	\$250.00
GPS Surveys	\$150.00
<u>MATERIALS</u>	<u>RATE</u>
Mileage, per mile over 20	\$ 0.60
Per Diem, per person per day	\$ 120.00
Electronic Measuring Equipment	No Charge
Computer Service	No Charge
Snowmobiles or ATV's	\$250 per day
Materials Testing (ASTM AND CALTRANS)	See Supplemental Schedule
Monuments, Stakes, Flagging, etc.	Cost plus 10%

MISCELLANEOUS - OVERTIME - PREVAILING WAGE RATES

Consulting or outside engineering and testing services shall be billed at cost plus 10 percent. Fees to public agencies, if advanced by NST, will be billed at cost plus 10 percent.

Normal work days are eight hours, Monday through Friday, official holidays excluded. If overtime working hours are specifically requested, necessitating overtime pay to personnel, the above rates will be multiplied by a factor of 1.20.

On prevailing wage jobs, these fees will be increased by a factor of 1.40 to all rates.



NST ENGINEERING INC.

1495 Riverside Dr. ~ Susanville Ca. 96130
(530) 257-5173 ~ Fax (530) 257-6272

Jeffery Morrish - RCE
Stephen H Schmidt - RLS
Vernon H Templeton - RLS

SUPPLEMENTAL FEE SCHEDULE MATERIALS TESTING (ASTM AND CALTRANS)

JANUARY 2022

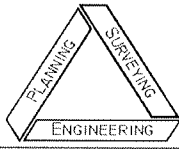
<u>INSPECTION AND TESTING PERSONNEL</u>	<u>RATE PER HOUR</u>
Licensed Engineer	\$ 150.00
Inspector	\$ 110.00
Technician - Field	\$ 100.00
Technician - Laboratory	\$ 90.00
Welding Inspections	\$ 100.00
Administrative Fees	\$ 100.00
Clerical	\$ 60.00

<u>LABORATORY TESTING: ASTM Methods</u>	<u>RATE, EACH</u>
Moisture Density Curve, D-1557, D-698, CT-216	\$ 250.00
Oversize Correction, ASTM D-4718	\$ 120.00
Sieve Analysis, Coarse and fine, C-117, C-136, CT-202	\$ 150.00
Sieve Analysis, Coarse C-136	\$ 100.00
Moisture Content, D-2216, CT-226	\$ 40.00
Sand Equivalent, D-2419, CT-217	\$ 140.00
Specific Gravity, C-127, C-128, CT-206, CT-207	\$ 130.00
Plasticity, D-4318, CT-204	\$ 175.00
Unit Weight, C-29, C-138, CT-212	\$ 125.00
Absorption, Coarse or Fine Aggregate	\$ 100.00
Compressive Strength, C-39, C-617, CT-521	\$ 30.00
Flexural Strength	\$ 110.00
Fractured Face Count	\$ 125.00

NOTE: Sieve analysis for aggregate over
1" nominal = \$ 90.00 per hour

FIELD TESTING - CHARGES BASED ON FIELD PERSONNEL PLUS MATERIALS

Density-Compaction, D-1556 (sand cone)
Density, Nuclear Gauge D-2950, D-2922, CT-231
Concrete Slump, C-143, CT-556
Concrete Cylinder Casting, C-31, CT-540
Grout-Mortar Specimen Casting, UBC 24-22
Concrete Air Entrainment, C-231, CT-504
Kelly Ball Penetration CT-533
Unit Weight C-138, CT-518
Asphalt Density, Marshall Apparatus
Asphalt Content, Nuclear Gauge D-4125
Concrete Trial Batches C-129, ACI 211, 318
Soil and Aggregate Samples D-75, CT-125
Torque Testing IR 26-6
Tension Testing E-488



NST ENGINEERING INC.

*1495 Riverside Dr. ~ Susanville Ca. 96130
(530) 257-5173 ~ Fax (530) 257-6272*

*Jeffery Morrish - RCE
Stephen H Schmidt - RLS
Vernon H Templeton - RLS*

ASPHALT TESTING *

Flow, Stability and Density, ASTM 1559
Rice - Specific Gravity, ASTM 2041 CT-309 CT 308
Asphalt Content, Nuclear Gauge, ASTM D-4125

*Inquire - Pricing dependent on method, frequency and job specifications

MATERIALS

RATE

Mileage, per mile over 20	\$ 0.60
Per Diem, per person per day	\$ 120.00
Concrete Cylinder Molds, each	\$ 2.00
Grout Block, 3-hole, each	\$ 6.00
Mortar Mold, each	\$ 1.00
Core Drilling Diamond Bit, including Technician	\$ 100.00/hour
Bit Fee	\$ 6.00 per inch

OVERTIME

Normal work days are eight hours, Monday through Friday, official holidays excluded. If overtime working hours are specifically requested, necessitating overtime pay to personnel, the above rates will be multiplied by a factor of 1.20.

OUTSIDE LABORATORY TESTING

Special testing by outside laboratory Cost plus 10%

PREVAILING WAGE

On prevailing wage jobs, these fees will be increased by a factor of 1.40 to all rates.

MINIMUM FEES

A minimum 2 hour fee charged per trip shall apply to all projects.

PLUMAS COUNTY DEPARTMENT OF PUBLIC WORKS

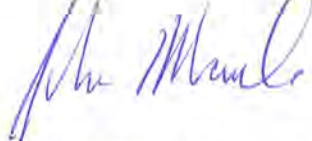
1834 East Main Street, Quincy, CA 95971 – Telephone (530) 283-6268 Facsimile (530) 283-6323
John Mannle, P.E., Director Robert Thorman, P.E., Asst. Director Joe Blackwell, Deputy Director



CONSENT AGENDA REQUEST

For the July 19th, 2022 meeting of the Plumas County Board of Supervisors

July 8, 2022

To: Honorable Board of Supervisors
From: John Mannle, Director of Public Works 
Subject: Approval to purchase four (4) Radar Feedback Signs from Stalker Radar

Background:

During 2021 the town of Greenville was devastated by the Dixie Fire. In addition to the numerous street signs located within the public right-of-way four (4) Radar Feedback signs were damaged beyond repair. Two (2) signs on Main Street and two (2) signs on Hot Springs Rd.

The Road Department currently has funding available to cover this purchase, pending reimbursement from Cal OES.

The purchase price is through a contract with the National Association of State Procurement Officials (NASPO), therefore qualifies as an "Exceptions to Competitive Bidding" under Section 3-1 (e)(3) of the Plumas County Purchasing Policy.

Recommendation:

Public Works staff respectfully recommends that the Director of Public Works be authorized to purchase Four (4) Radar Feedback Signs from Stalker Radar for a total purchase price of \$20,677.80.

A copy of the price quote is attached.



applied concepts, inc.

855 E. Collins Blvd
Richardson, TX 75081
Phone: 972-398-3780
Fax: 972-398-3781

National Toll Free: 1-800- STALKER

Inside Sales Partner: Nancy Rodriguez
+1-972-801-4856
nancy@a-concepts.com

QUOTE
#2061260

Page 1 of 1

Date: 06/23/22

Reg Sales Mgr: Brian Wong
+1-310-429-0519
brianw@a-concepts.com

Effective From : 06/23/2022

Valid Through: 07/29/2022

Lead Time: 45 working days

Bill To: Plumas County Public Works 520 Main St Quincy, CA 95971-9364	Customer ID: P43952 Accounts Payable	Ship To: Plumas County Public Works 1834 East Main Street Quincy, CA	<i>FedEx Ground</i> Engineer Tech. Mark Crews
---	--	--	---

Grp	Qty	Package	Description	Wrnty/Mo	Price	Ext Price
1	4	836-0015-00	PMG 15 Inch Display with Traffic Analyst	24	\$4,820.00	\$19,280.00

Ln	Qty	Part Number	Description	Price	Ext Price
1	4	200-1315-00	15" PMG w/Traffic Analyst, configured with:		\$0.00
2	4	011-0269-00	Pole Mount Graphics Operator Manual		\$0.00
3	4	035-0002-21*	15" and 18" PMG Shipping Box		\$0.00
4	16	035-0002-20	PMG Corner Packing Foam		\$0.00
5	4	060-1000-24	24-Month Warranty		\$0.00
6	4	200-1285-00	15"PMG Speed Display		\$0.00
7	4	200-5542-10	15" PMG Controller, Normal Speed		\$0.00
8	4	200-1285-10	15" PMG Bezel, White		\$0.00
9	4	200-1339-10	15" PMG Red/Blue Alert Strokes		\$0.00
10	4	062-0126-01	PMG Text and Graphics Option		\$0.00
11	4	200-1285-50	No Flash Selected		\$0.00
12	4	200-1285-55	15" PMG Pole Mount		\$0.00
13	4	047-1000-00	PMG Power Cover (1 per side)		\$0.00
14	4	200-1221-00	PMG Solar Power Controller Module		\$0.00
15	4	200-1298-01	15" PMG - USB Port, USB Memory Stick		\$0.00
16	4	200-1206-60	PMG 433MHz Key Fob and Controller		\$0.00
17	4	200-1206-08	PMG Expanded Memory Option, 8GB SD Micro		\$0.00
18	4	200-1330-50	PMG 50W Solar Power package		\$0.00
19	4	200-1317-01	Sealed Lead Acid Battery Box, Mount and Strap Kit		\$0.00
20	4	200-1127-00	Sealed Lead Acid (SLA) Battery Kit w/Straps, TDC		\$0.00
21	4	200-1369-10	15" YOUR SPEED White Surround		\$0.00

Group Total \$19,280.00

Product	\$19,280.00	Sub-Total:	\$19,280.00
Discount	\$0.00	Sales Tax 7.25%	\$1,397.80
Payment Terms: Net 30 days		Shipping & Handling:	\$0.00
		Total: USD	\$20,677.80

NASPO California State Contract #7-20-70-45-04


001

This Quote or Purchase Order is subject in all respects to the Terms and Conditions detailed at the back of this document. These Terms and Conditions contain limitations of liability, waivers of liability even for our own negligence, and indemnification provisions, all of which may affect your rights. Please review these Terms and Conditions carefully before proceeding.



BOARD OF SUPERVISORS STAFF REPORT

TO: Honorable Board of Supervisors

FROM: Tracey Ferguson, AICP, Planning Director 

MEETING DATE: July 19, 2022

SUBJECT: **CONSENT ITEM:** Approve and authorize Chair to execute Funding Agreement by and between the County of Plumas and Plumas Crisis Intervention & Resource Center (PCIRC) for the Homeless Housing, Assistance, and Prevention (HHAP) Grant with funds not to exceed forty-six thousand six-hundred and ninety-one and fifty-three cents (\$46,691.53); approved as to form by County Counsel

STAFF RECOMMENDATION:

1. Approve and authorize the Chair to execute Funding Agreement

BACKGROUND/DISCUSSION:

The Business, Consumer Services and Housing Agency (BCSH) Homeless Coordinating and Financing Council executed the County of Plumas a Homeless Housing, Assistance and Prevention (HHAP) grant agreement in the amount of \$50,201.53 in June 2020 to provide one-time block grant funding to support regional coordination and to expand or develop local capacity to address immediate homelessness challenges.

The Contractor grant eligible use categories include: 1) Rental Assistance and 2) Operating Subsidies with a Youth Set-Aside component. County retains the Administrative fee.

The \$46,691.53 HHAP funding to PCIRC will support operating subsidies for the Ohana House, an emergency and transitional shelter operated by PCIRC located in Quincy and will further support homeless prevention services including rent and utility assistance to provide long-term sustainability at current residences which will help keep individuals and families, including those with youth, who are permanently housed to remain housed.

Plumas County will support the HHAP funds with administrative assistance.

Approved as to form by County Counsel.

ATTACHMENTS:

1. HHAP Funding Agreement

FUNDING AGREEMENT
COUNTY OF PLUMAS AND PLUMAS CRISIS INTERVENTION & RESOURCE CENTER
HOMELESS HOUSING, ASSISTANCE, AND PREVENTION (HHAP) GRANT

This FUNDING AGREEMENT is entered into by and between the County of Plumas, a political subdivision of the State of California, (hereinafter referred to as "County") and Plumas Crisis Intervention & Resource Center (PCIRC), a non-profit 501(c)(3) (hereinafter referred to as "Contractor"), or collectively the PARTIES.

A. PURPOSE:

Department of Business, Consumer Services, and Housing Agency of the State of California ("State" or "BCSH") has executed Grant Agreement Number 20-HHAP-00092 ("Grant Agreement") with the County to provide one-time block grant funding to support regional coordination, and to expand or develop local capacity to address immediate homelessness challenges. The Contractor grant eligible use categories include: 1) Rental Assistance and 2) Operating Subsidies with a Youth Set-Aside component. County retains the Administrative fee.

B. CONTRACTOR SHALL:

1. Comply with all of the requirements and obligations under the Grant Agreement (Attachment 1), including all paragraphs and Exhibits as attached and made a part of the Grant Agreement.
2. Complete Scope of Work eligible activities: 1) Rental Assistance and 2) Operating Subsidies as described in Scope of Work (Attachment 2).
3. Adhere to Budget (Attachment 3).
4. Expend all HHAP grant funds no later than June 30, 2025. Reimbursement is not permitted for activities occurring prior to June 19, 2020.
5. Submit grant invoice to County no more frequent than monthly or no less frequent than quarterly. Invoice shall have sufficient back up to document costs. Each invoice shall include project reporting in accordance with the Grant Agreement terms (Exhibit C, Paragraph 4 – Reporting/Audits).

C. COUNTY SHALL:

1. Disperse Grant Agreement funds not to exceed forty-six thousand six-hundred and ninety-one and fifty-three cents (\$46,691.53) to Contractor, as set forth in the Budget (Attachment 3).
2. Timely payments will be made to Contractor not to exceed 30 days after date of Contractor invoice.

D. IT IS MUTUALLY AGREED AND UNDERSTOOD BY THE PARTIES THAT:

1. TERM. The term of this agreement shall be through June 30, 2025, in accordance with the Grant Agreement unless terminated earlier as provided herein. County's Board of Supervisors hereby ratifies, and approves for payment, services provided by Contractor from June 19, 2020 to date of approval of this Funding Agreement by the Board of Supervisors.
2. TERMINATION GRANT AGREEMENT. The County or State may terminate the Grant Agreement in accordance with the Grant Agreement terms (Exhibit C, Paragraph 1).

3. TERMINATION FUNDING AGREEMENT. County or Contractor may terminate this Funding Agreement at any time upon thirty (30) days written notice to the other party ("Termination Effective Date"). Upon notice of termination, Contractor shall cease work and submit a final invoice for any work that has been completed as of the Termination Effective Date.
4. AMENDMENT GRANT AGREEMENT. Amendments to timing (e.g., fiscal year) of eligible use expenditures by the Contractor to the Grant Agreement may be modified at any time by mutual agreement of the Parties in accordance with the Grant Agreement terms (Exhibit B, Paragraph 1). Requests by the Contractor for such amendments must be in writing to the County, signed and dated by the Contractor, stating the amendment request and the reason for the request.
5. AMENDMENT FUNDING AGREEMENT. Amendments to the Funding Agreement may be made at any time by mutual agreement of the Parties, expressed in writing and duly executed by both Parties. Requests for such amendments must state the amendment and reason for the request. No alteration of the terms of this Funding Agreement shall be valid or binding upon either party unless made in writing and duly executed by both Parties.
6. INDEMNIFICATION. To the furthest extent permitted by law (including without limitation California Civil Code Sections 2782 and 2782.8, if applicable), County shall not be liable for, and Contractor shall defend and indemnify County and its officers, agents, employees, and volunteers (collectively "County Parties"), against any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorney's fees and court costs (hereinafter collectively referred to as "Claims"), which arise out of or are in any way connected to the work covered by this Agreement arising either directly or indirectly from any act, error, omission or negligence of Contractor or its officers, employees, agents, contractors, licensees or servants, including, without limitation, Claims caused by the concurrent negligent act, error or omission, whether active or passive of County Parties. Contractor shall have no obligation, however, to defend or indemnify County Parties from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of County Parties. The obligations of this indemnity shall be for the full amount of all damage to County, including defense costs, and shall not be limited by any insurance limits.
7. 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.

- 8. INDEPENDENT CONTRACTOR. The Parties understand and agree that Contractor is independent and that no employment relationship between Contractor and the County is created by this Funding Agreement.
- 9. ASSIGNMENT. Contractor may not assign, subcontract, sublet, or transfer its interest in this Funding Agreement.
- 10. Ukraine Sanctions. Pursuant to Executive Order N-6-22 Contractor is aware that as a compliance with the economic sanctions imposed in response to Russia's actions in Ukraine is required, including with respect to, but not limited to, the federal executive orders identified in the EO and the sanctions identified on the U.S. Department of the Treasury website (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>). Failure to comply may result in the termination of this agreement.

11. ENTIRE AGREEMENTS. This Funding Agreement and the Grant Agreement constitutes the entire agreements regarding the subject matter hereof.
12. GOOD FAITH. The Parties agree to act in good faith at all times during the term of this Funding Agreement.
13. CONFLICT OF INTEREST. The Parties 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 Funding Agreement or Grant Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Funding Agreement and is later discovered by the County, the County may immediately terminate this Funding Agreement by giving written notice to Contractor.
14. SEVERABILITY. The invalidity of any provision of this Funding Agreement, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.
15. NOTICES. Any notice required under this Funding Agreement or the Grant Agreement shall be effective only if made in writing and delivered by personal service, email, and/or by mail and addressed as follows. Parties may, by written notice to the other, change its own mailing address.

Contractor

Scott McCallum, Executive Director
PCIRC
P.O. Box 3005
Quincy, CA 95971
Email: smccallum@pcirc.com
Email: highsierragrants@yahoo.com

County

Tracey Ferguson, AICP, Planning Director
Plumas County Planning Department
555 Main Street
Quincy, CA 95971
Email: traceyferguson@countyofplumas.com

In executing this Funding Agreement, each individual represents that he or she is fully authorized to execute and deliver this Funding Agreement and the County demonstrates that Contractor is aware of and will comply with the provisions of the Grant Agreement between State and County.

IN WITNESS WHEREOF, the Parties hereto have executed this Funding Agreement.

COUNTY OF PLUMAS

PCIRC

Kevin Goss, Chair DATE
Board of Supervisors

Scott McCallum DATE
Executive Director

ATTEST

Heidi White
Clerk of the Board

7/13/2022

ATTACHMENT 1

GRANT AGREEMENT
BETWEEN STATE OF CALIFORNIA BUSINESS, CONSUMER SERVICES, AND HOUSING AGENCY
AND
COUNTY OF PLUMAS
AGREEMENT NUMBER 20-HHAP-00092
HOMELESS HOUSING, ASSISTANCE, AND PREVENTION (HHAP) GRANT
EXECUTED JUNE 19, 2020

STANDARD AGREEMENT

STD 213 (Rev. 03/2019)

AGREEMENT NUMBER

20-HHAP-00092

PURCHASING AUTHORITY NUMBER (If Applicable)

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

Business, Consumer Services, and Housing Agency

CONTRACTOR NAME

County of Plumas

2. The term of this Agreement is:

START DATE

Upon BCSH Approval

THROUGH END DATE

06/30/2025

3. The maximum amount of this Agreement is:

\$50,201.53

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

Exhibits	Title	Pages
Exhibit A	Scope of Work	1-6
Exhibit B	Budget Detail and Payment Provisions	7-11
Exhibit C	Homeless Coordinating and Financing Council Terms and Conditions	12-21
+ - Exhibit D	Special Terms and Conditions	22
+ - Exhibit E*	General Terms and Conditions	23

Items shown with an asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.

These documents can be viewed at <https://www.dgs.ca.gov/OJ/58resources>

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (If other than an individual, state whether a corporation, partnership, etc.)

County of Plumas

CONTRACTOR BUSINESS ADDRESS

555 Main Street

CITY

Quincy

STATE

CA

ZIP

95971

PRINTED NAME OF PERSON SIGNING

KEVIN GOSS

TITLE

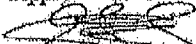
CHAIR

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

5/19/20

Approved as to form:



5/8/2020

Gretchen Stuhr

Deputy Plumas County Counsel

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 03/2019)

AGREEMENT NUMBER

20-HHAP-00092

PURCHASING AUTHORITY NUMBER (if Applicable)

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

Business, Consumer Services, and Housing Agency

CONTRACTING AGENCY ADDRESS

915 Capitol Mall, Suite 350A

CITY

Sacramento

STATE

CA

ZIP

95814

PRINTED NAME OF PERSON SIGNING

Lourdes Castro Ramirez

TITLE

Secretary

CONTRACTING AGENCY AUTHORIZED SIGNATURE



DATE SIGNED

6/19/2020

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (if Applicable)

**Homeless Housing, Assistance and Prevention
Standard Agreement**

**EXHIBIT A
SCOPE OF WORK**

1. Authority

The State of California has established the Homeless Housing, Assistance, and Prevention Program ("HHAP" or "Program" or "grant") pursuant to Chapter 6 (commencing with Section 50216) of Part 1 of Division 31 of the Health and Safety Code. (Added by Stats.2019, c. 159 (A.B. 101), § 10, eff. July 31, 2019.)

The Program is administered by the California Homeless Coordinating and Financing Council ("Council") in the Business, Consumer Services and Housing Agency ("Agency"). HHAP provides one-time flexible block grant funds to continuums of care, large cities (population of 300,000+) and counties as defined in the December 6, 2019 HHAP Notice of Funding Availability ("NOFA") to support regional coordination and expand or develop local capacity to address immediate homelessness challenges informed by a best-practices framework focused on moving homeless individuals and families into permanent housing and supporting the efforts of those individuals and families to maintain their permanent housing.

This Standard Agreement along with all its exhibits ("Agreement") is entered into by the Agency and a continuum of care, a city, or a county ("Grantee") under the authority of, and in furtherance of the purpose of, the Program. In signing this Agreement and thereby accepting this award of funds, the Grantee agrees to comply with the terms and conditions of the Agreement, the NOFA under which the Grantee applied, the representations contained in the Grantee's application, and the requirements of the authority cited above.

2. Purpose

The general purpose of the Program is to provide one-time block grant funding to support regional coordination, and to expand or develop local capacity to address immediate homelessness challenges. Activities will be informed by a best-practices framework focused on moving homeless individuals and families into permanent housing and supporting the efforts of those individuals and families to maintain their permanent housing. In accordance with the authority cited above, an application was created and submitted by the Grantee for HHAP funds to be allocated for eligible uses as stated in Health and Safety Code section 50219, subdivision (c)(1) – (8).

**Homeless Housing, Assistance and Prevention
Standard Agreement**

**EXHIBIT A
SCOPE OF WORK**

3. Definitions

The following HHAP program terms are defined in accordance with Health and Safety Code section 50216, subdivisions (a) – (q):

- (a) "Agency" means the Business, Consumer Services and Housing Agency.
- (b) "Applicant" means a continuum of care, city, or county.
- (c) "City" means a city or city and county that is legally incorporated to provide local government services to its population. A city can be organized either under the general laws of this state or under a charter adopted by the local voters.
- (d) "Continuum of care" means the same as defined by the United States Department of Housing and Urban Development at Section 578.3 of Title 24 of the Code of Federal Regulations.
- (e) "Coordinated Entry System" means a centralized or coordinated process developed pursuant to Section 578.7 of Title 24 of the Code of Federal Regulations, as that section read on January 10, 2019, designed to coordinate homelessness program participant intake, assessment, and provision of referrals. In order to satisfy this subdivision, a centralized or coordinated assessment system shall cover the geographic area, be easily accessed by individuals and families seeking housing or services, be well advertised, and include a comprehensive and standardized assessment tool.
- (f) "Council" means the Homeless Coordinating and Financing Council created pursuant to Section 8257 of the Welfare and Institutions Code.
- (g) "Emergency shelter" has the same meaning as defined in subdivision (e) of Section 50801.
- (h) "Homeless" has the same meaning as defined in Section 578.3 of Title 24 of the Code of Federal Regulations, as that section read on January 10, 2019.
- (i) "Homeless Management Information System" means the information system designated by a continuum of care to comply with federal reporting requirements as defined in Section 578.3 of Title 24 of the Code of Federal Regulations. The term "Homeless Management Information System" also includes the use of a comparable

**Homeless Housing, Assistance and Prevention
Standard Agreement**

**EXHIBIT A
SCOPE OF WORK**

database by a victim services provider or legal services provider that is permitted by the federal government under Part 576 of Title 24 of the Code of Federal Regulations.

(j) "Homeless point-in-time count" means the 2019 homeless point-in-time count pursuant to Section 578.3 of Title 24 of the Code of Federal Regulations. A jurisdiction may elect to instead use their 2017 point-in-time count if they can demonstrate that a significant methodology change occurred between the 2017 and 2019 point-in-time counts that was based on an attempt to more closely align the count with HUD best practices and undertaken in consultation with HUD representatives. A jurisdiction shall submit documentation of this to the agency by the date by which HUD's certification of the 2019 homeless point-in-time count is finalized. The agency shall review and approve or deny a request described in the previous sentence along with a jurisdiction's application for homeless funding.

(k) "Homeless youth" means an unaccompanied youth between 12 and 24 years of age, inclusive, who is experiencing homelessness, as defined in subsection (2) of Section 725 of the federal McKinney-Vento Homeless Assistance Act (42 U.S.C. Sec. 11434a(2)). "Homeless youth" includes unaccompanied youth who are pregnant or parenting.

(l) "Housing First" has the same meaning as in Section 8255 of the Welfare and Institutions Code, including all of the core components listed therein.

(m) "Jurisdiction" means a city, city that is also a county, county, or continuum of care, as defined in this section.

(m) "Jurisdiction" means a city, city that is also a county, county, or continuum of care, as defined in this section.

(n) "Navigation center" means a Housing First, low-barrier, service-enriched shelter focused on moving homeless individuals and families into permanent housing that provides temporary living facilities while case managers connect individuals experiencing homelessness to income, public benefits, health services, shelter, and housing.

(o) "Program" means the Homeless Housing, Assistance, and Prevention program established pursuant to this chapter.

**Homeless Housing, Assistance and Prevention
Standard Agreement**

**EXHIBIT A
SCOPE OF WORK**

(p) "Program allocation" means the portion of program funds available to expand or develop local capacity to address immediate homelessness challenges, in the amount of six hundred fifty million dollars (\$650,000,000).

(q) "Recipient" means a jurisdiction that receives funds from the agency for the purposes of the program.

Additional definitions for the purposes of the HHAP program:

"Obligate" means that the Grantee has placed orders, awarded contracts, received services, or entered into similar transactions that require payment using HHAP funding. Grantees, and the subrecipients who receive awards from those Grantees, must obligate the funds by the statutory deadlines set forth in this Exhibit A.

"Expended" means all HHAP funds obligated under contract or subcontract have been fully paid and receipted, and no invoices remain outstanding. In the case of an award made through subcontracting, subcontractors are required to obligate the funds by the same statutory deadlines.

"Grantee" means the continuum of care, city, or county that has entered into contract with the Business, Consumer Services and Housing Agency and is receiving HHAP funding.

4. Scope of Work

The Scope of Work ("Work") for this Agreement shall include uses that are consistent with Health and Safety Code section 50219, subdivision (c)(1) – (8), and any other applicable laws. Eligible uses include the following:

- A. Rental assistance and rapid rehousing.
- B. Operating subsidies in new and existing affordable or supportive housing units, emergency shelters, and navigation centers. Operating subsidies may include operating reserves.
- C. Incentives to landlords, including, but not limited to, security deposits and holding fees.
- D. Outreach and coordination, which may include access to job programs, to assist vulnerable populations in accessing permanent housing and to promote housing stability in supportive housing.

**Homeless Housing, Assistance and Prevention
Standard Agreement**

**EXHIBIT A
SCOPE OF WORK**

- E. Systems support for activities necessary to create regional partnerships and maintain a homeless services and housing delivery system, particularly for vulnerable populations including families and homeless youth.
- F. Delivery of permanent housing and innovative housing solutions such as hotel and motel conversions.
- G. Prevention and shelter diversion to permanent housing.
- H. New navigation centers and emergency shelters based on demonstrated need. Demonstrated need for purposes of this paragraph shall be based on the following:
 - i. The number of available shelter beds in the city, county, or region served by a continuum of care.
 - ii. Shelter vacancy rate in the summer and winter months.
 - iii. Percentage of exits from emergency shelters to permanent housing solutions.
 - iv. A plan to connect residents to permanent housing.

5. Agency Contract Coordinator

The Agency's Contract Coordinator for this Agreement is the Council's HHAP Grant Manager or the Grant Manager's designee. Unless otherwise instructed, any notice, report, or other communication requiring an original Grantee signature for this Agreement shall be mailed to the Agency Contract Coordinator. If there are opportunities to send information electronically, Grantee will be notified via email by the HHAP Grant Manager or the Grant Manager's designee.

The Representatives during the term of this Agreement will be:

	PROGRAM	GRANTEE
ENTITY:	Business Consumer Services and Housing Agency	County of Plumas
SECTION/UNIT:	Homeless Coordinating and Financing Council (HCFC)	
ADDRESS:	915 Capitol Mall Suite 350-A Sacramento, CA 95814	555 Main Street Quincy, California 95971
CONTRACT MANAGER	Amber Ostrander	Tracey Ferguson Planning Director
PHONE NUMBER:	916-651-7995	530-283-6214
EMAIL ADDRESS:	Amber.Ostrander@bcsh.ca.gov	traceyferguson@countyofplumas.com

**Homeless Housing, Assistance and Prevention
Standard Agreement**

**EXHIBIT A
SCOPE OF WORK**

All requests to update the Grantee information listed within this Agreement shall be emailed to the Homeless Coordinating and Financing Council's general email box at hcfc@bcsh.ca.gov. The Council reserves the right to change their representative and/or contact information at any time with notice to the Grantee.

6. Effective Date, Term of Agreement, and Deadlines

A. This Agreement is effective upon approval by the Agency (indicated by the signature provided by Agency in the lower left section of page one, Standard Agreement, STD. 213), when signed by all parties.

B. Contractual Obligation:

- Grantees that are counties must contractually obligate **100 percent** of their full program allocations on or before **May 31, 2023**.
- Grantees that are cities or continuums of care must contractually obligate no less than **50 percent** of program allocations on or before **May 31, 2023**.

Cities or continuums of care that contractually obligate less than 50 percent of program allocations after May 31, 2023 are subject to an alternative disbursement plan as required under (Health & Safety Code, § 50220, subdivision (a)(4)(B)).

C. Full Expenditure of HHAP Grant Funds

- All HHAP grant funds (**100 percent**) must be expended by **June 30, 2025**. Any funds not expended by that date shall revert to the General Fund. (Health & Safety Code, § 50220, subdivision (e).)

7. Special Conditions

Agency reserves the right to add any special conditions to this Agreement it deems necessary to ensure that the goals of the Program are achieved.

**Homeless Housing, Assistance and Prevention
Standard Agreement**

**EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS**

1. Budget Detail & Changes

The Grantee agrees that HHAP funds shall be expended on uses that support regional coordination and expand or develop local capacity to address immediate homelessness challenges. Such activities must be informed by a best-practices framework focused on moving homeless individuals and families into permanent housing and supporting the efforts of those individuals and families to maintain their permanent housing.

The Grantee shall expend HHAP funds on eligible activities as detailed in the annual budget submitted with the Grantee's approved application. The Grantee shall submit an updated budget with the annual report that revises and reports all actual and projected expenditures of HHAP funds.

Changes may be made to the timing (e.g., fiscal year) of eligible use expenditures without prior approval by the Agency so long as the total expenditures (actual and projected) for each eligible use category remain the same as described in the budget approved with the Grantee's application. Any decrease or increase to the total expenditures for any eligible use category must otherwise be approved by the Council's HHAP Grant Manager or his/her designee, in writing, before the Grantee may expend HHAP funds according to an alternative budget. The HHAP Grant Manager will respond to Grantee with approval or denial of request. Failure to obtain written approval from the Grant Manager or his/her designee as required by this section may be considered a breach of this Agreement.

2. General Conditions Prior to Disbursement

All Grantees must submit the following forms prior to HHAP funds being released:

- A. Request for Funds Form (RFF)
- B. STD 213 Standard Agreement - 2 original copies of the signed STD 213 form and initialed Exhibits A through E.
- C. Data Use Agreement (continuums of care and counties that accepted redirected funding from a continuum of care- see Exhibit D for relevant Special Terms and Conditions)

**Homeless Housing, Assistance and Prevention
Standard Agreement**

**EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS**

3. Disbursement of Funds

HHAP funds will be disbursed to the Grantee upon receipt, review and approval of the completed Standard Agreement and RFF by Agency, the Department of General Services (DGS) and the State Controller's Office (SCO). Once Agency receives, reviews, and signs off on the completed documents, the documents will be sent to DGS for review. Once DGS review is completed, documents will be forwarded to SCO for final review and fund disbursement. The RFF must include the proposed eligible uses and the amount of funds proposed for expenditure under each eligible use. HHAP funds will be disbursed in a single allocation via mailed check once the RFF has been received by the SCO. Checks will be mailed to the address and contact name listed on the RFF.

4. Expenditure of Funds

Specific requirements and deadlines for contractually obligating and expending awarded funds are set forth in the Homeless Housing, Assistance, and Prevention Program statutes. Health and Safety Code sections 50218, 50219, and 50220 mandate the following:

- A. Up to 5 percent of the HHAP allocation may be expended for the following uses that are intended to meet federal requirements for housing funding:
 - (1) Strategic homelessness plan, as defined in section 578.7(c) of Title 24 of the Code of Federal Regulations; and/or
 - (2) Infrastructure development to support coordinated entry systems and Homeless Management Information Systems.
- B. No more than 7 percent of the HHAP allocation may be used for administrative costs incurred by the Grantee.
- C. At least 8 percent of the HHAP allocation shall be used to establish or expand services for homeless youth populations.
- D. Grantees that are cities or continuums of care shall contractually obligate no less than 50 percent of HHAP funds by May 31, 2023. If less than 50 percent is obligated after May 31, 2023, continuums of care and cities shall not expend any remaining portion of the 50 percent of program allocations required to have been obligated unless and until both of the following occur:

**Homeless Housing, Assistance and Prevention
Standard Agreement**

**EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS**

(1) On or before June 30, 2023, the Grantee submits an alternative disbursement plan to Agency that includes an explanation for the delay and a plan to fully expend these funds by December 31, 2023.

(2) Agency approves the alternative disbursement plan.

If the funds identified in the approved alternative disbursement plan are not fully expended by December 31, 2023, the funds shall be returned to Agency.

E. Grantees that are counties shall contractually obligate the full allocation (100 percent) awarded to them by May 31, 2023. Any funds that are not contractually obligated by this date shall be reverted to the continuum of care that serves the county. Specific to Los Angeles County, funds that are not contractually obligated by this date shall be divided proportionately using the HHAP funding allocation formula among the four CoC's that serve Los Angeles County: City of Glendale CoC, City of Pasadena CoC, the City of Long Beach CoC, and the Los Angeles Homeless Services Authority.

Counties not obligating their full program allocation by May 31, 2023 are required to notify Agency on or before that date, of the name of the CoC(s) in which the county is served, and the amount of program funds that will be reverted to the CoC(s). By June 30, 2023, the county shall provide Agency with evidence that the funds were transferred and submit an updated budget that clearly identifies the funds that were transferred.

F. All HHAP funds shall be expended by June 30, 2025.

G. Any funds not expended by June 30, 2025 shall revert to the General Fund.

5. Reimbursement

HHAP program funds should not generally be obligated or expended prior to the effective date of this Agreement. However, Agency acknowledges that there may be circumstances that would require reimbursement in order to prevent or address homelessness in a given jurisdiction. When considering a reimbursement, the following requirements are applicable:

A. Reimbursement is not permitted for activities occurring prior to July 1, 2019.

**Homeless Housing, Assistance and Prevention
Standard Agreement**

**EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS**

- B. Reimbursement shall not supplant existing local funds for homeless housing, assistance, or prevention.
- C. Approval from HCFC must be obtained prior to obtaining reimbursement.
- D. Capital improvement projects pertaining to emergency shelters and navigation centers are still required to demonstrate need. Eligible applicants are required

to submit the following information for HCFC to review and approve or deny such projects:

- (1) The number of available shelter beds in the jurisdiction;
- (2) The shelter vacancy rate in the summer and winter months;
- (3) The percentage of exits from emergency shelters to permanent housing solutions; and
- (4) A plan to connect residents to permanent housing.

6. Ineligible Costs

HHAP funds shall not be used for costs associated with activities in violation of any law or for any activities not consistent with the intent of the Program and the eligible uses identified in Health and Safety Code sections 50218 and 50219.

Agency reserves the right to request additional clarifying information to determine the reasonableness and eligibility of all uses of the funds made available by this Agreement. If the Grantee or its funded subrecipients use HHAP funds to pay for ineligible activities, the Grantee shall be required to reimburse these funds to Agency.

An expenditure which is not authorized by this Agreement, or by written approval of the Grant Manager or his/her designee, or which cannot be adequately documented, shall be disallowed and must be reimbursed to Agency by the Grantee.

Agency, at its sole and absolute discretion, shall make the final determination regarding the allowability of HHAP fund expenditures.

Program funds shall not be used to supplant existing local funds for homeless housing, assistance, or prevention.

**Homeless Housing, Assistance and Prevention
Standard Agreement**

7. Administrative Costs

The Grantee must comply with Health and Safety Code section 50219, subdivision (e), which limits the Grantee's administrative costs to no more than 7 percent of total HHAP funds received. For purposes of this requirement, "administrative costs" does not include staff or other costs directly related to implementing activities funded by the Program allocation.

**Homeless Housing, Assistance and Prevention
Standard Agreement**

**EXHIBIT C
HOMELESS COORDINATING AND FINANCING COUNCIL TERMS AND
CONDITIONS**

1. Termination and Sufficiency of Funds

A. Termination of Agreement

Agency may terminate this Agreement at any time for cause by giving a minimum of 14 days' notice of termination, in writing, to the Grantee. Cause shall consist of violations of any conditions of this Agreement, any breach of contract as described in paragraph 6 of this Exhibit C; violation of any federal or state laws; or withdrawal of Agency's expenditure authority. Upon termination of this Agreement, unless otherwise approved in writing by Agency, any unexpended funds received by the Grantee shall be returned to Agency within 30 days of Agency's notice of termination.

B. Sufficiency of Funds

This Agreement is valid and enforceable only if sufficient funds are made available to Agency by legislative appropriation. In addition, this Agreement is subject to any additional restrictions, limitations or conditions, or statutes, regulations or any other laws, whether federal or those of the State of California, or of any agency, department, or any political subdivision of the federal or State of California governments, which may affect the provisions, terms or funding of this Agreement in any manner.

2. Transfers

Grantee may not transfer or assign by subcontract or novation, or by any other means, the rights, duties, or performance of this Agreement or any part thereof, except with the prior written approval of Agency and a formal amendment to this Agreement to affect such subcontract or novation.

3. Grantee's Application for Funds

Grantee has submitted to Agency an application for HHAP funds to support regional coordination and expand or develop local capacity to address its immediate homelessness challenges. Agency is entering into this Agreement on the basis of, and in substantial reliance upon, Grantee's facts, information, assertions and representations contained in that application, and in any subsequent modifications or additions thereto approved by Agency. The application and any approved modifications and additions thereto are hereby incorporated into this Agreement.

**Homeless Housing, Assistance and Prevention
Standard Agreement**

**EXHIBIT C
HOMELESS COORDINATING AND FINANCING COUNCIL TERMS AND
CONDITIONS**

Grantee warrants that all information, facts, assertions and representations contained in the application and approved modifications and additions thereto are true, correct, and complete to the best of Grantee's knowledge. In the event that any part of the application and any approved modification and addition thereto is untrue, incorrect, incomplete, or misleading in such a manner that would substantially affect Agency approval, disbursement, or monitoring of the funding and the grants or activities governed by this Agreement, then Agency may declare a breach of this Agreement and take such action or pursue such remedies as are legally available.

4. Reporting/Audits

A. Annual Report Deadlines

By January 1, 2021, and annually on that date thereafter until all funds have been expended, the Grantee shall submit an annual report to Agency in a format provided by Agency. If the Grantee fails to provide such documentation, Agency may recapture any portion of the amount authorized by this Agreement with a 14-day written notification. No later than January 1, 2026, the Grantee shall submit a final report, in a format provided by Agency, as well as a detailed explanation of all uses of the Program funds.

B. Reporting Requirements

The annual report shall contain detailed information in accordance with Health and Safety Code section 50221, subdivision (a). This information includes the following, as well as any additional information deemed appropriate or necessary by Agency:

1. An ongoing tracking of the specific uses and expenditures of any Program funds broken out by eligible uses listed, including the current status of those funds.
2. The number of homeless individuals served by the Program funds in that year, and a total number served in all years of the Program, as well as the homeless populations served.
3. The types of housing assistance provided, broken out by the number of individuals.

**Homeless Housing, Assistance and Prevention
Standard Agreement**

**EXHIBIT C
HOMELESS COORDINATING AND FINANCING COUNCIL TERMS AND
CONDITIONS**

4. Outcome data for an individual served through Program funds, including the type of housing that an individual exited to, the percent of successful housing exits, and exit types for unsuccessful housing exits.

In addition to the annual reports, Agency requires the Grantee to submit quarterly expenditure reports due no later than 30 days following the end of each fiscal quarter. Grantee shall submit a report to the agency on a form and method provide by the agency, that includes the ongoing tracking of the specific uses and expenditures of any program funds broken out by eligible uses listed, including the current status of those funds, as well as any additional information the agency deems appropriate or necessary.

Agency may require additional supplemental reporting with written notice to the Grantee.

C. Auditing

Agency reserves the right to perform or cause to be performed a financial audit. At Agency request, the Grantee shall provide, at its own expense, a financial audit prepared by a certified public accountant. HHAP administrative funds may be used to fund this expense.

1. If a financial audit is required by Agency, the audit shall be performed by an independent certified public accountant.
2. The Grantee shall notify Agency of the auditor's name and address immediately after the selection has been made. The contract for the audit shall allow access by Agency to the independent auditor's working papers.
3. The Grantee is responsible for the completion of audits and all costs of preparing audits.
4. If there are audit findings, the Grantee must submit a detailed response acceptable to Agency for each audit finding within 90 days from the date of the audit finding report.

5. Inspection and Retention of Records

A. Record Inspection

The Grantee agrees that Agency or its designee shall have the right to review, obtain, and copy all records and supporting documentation pertaining to performance under this Agreement. The Grantee agrees to provide Agency, or its designee, with any

**Homeless Housing, Assistance and Prevention
Standard Agreement**

**EXHIBIT C
HOMELESS COORDINATING AND FINANCING COUNCIL TERMS AND
CONDITIONS**

relevant information requested. The Grantee agrees to give Agency or its designee access to its premises, upon reasonable notice and during normal business hours, for the purpose of interviewing employees who might reasonably have information related to such records, and of inspecting and copying such books, records, accounts, and other materials that may be relevant to an investigation of compliance with the Homeless Housing, Assistance, and Prevention Program laws, the HHAP program guidance document published on the website, and this Agreement.

B. Record Retention

The Grantee further agrees to retain all records described in subparagraph A for a minimum period of five (5) years after the termination of this Agreement.

If any litigation, claim, negotiation, audit, monitoring, inspection or other action has been commenced before the expiration of the required record retention period, all records must be retained until completion of the action and resolution of all issues which arise from it.

6. Breach and Remedies

A. Breach of Agreement

Breach of this Agreement includes, but is not limited to, the following events:

1. Grantee's failure to comply with the terms or conditions of this Agreement.
2. Use of, or permitting the use of, HHAP funds provided under this Agreement for any ineligible activities.
3. Any failure to comply with the deadlines set forth in this Agreement.

B. Remedies for Breach of Agreement

In addition to any other remedies that may be available to Agency in law or equity for breach of this Agreement, Agency may:

1. Bar the Grantee from applying for future HHAP funds;
2. Revoke any other existing HHAP award(s) to the Grantee;
3. Require the return of any unexpended HHAP funds disbursed under this Agreement;
4. Require repayment of HHAP funds disbursed and expended under this Agreement;

**Homeless Housing, Assistance and Prevention
Standard Agreement**

**EXHIBIT C
HOMELESS COORDINATING AND FINANCING COUNCIL TERMS AND
CONDITIONS**

5. Require the immediate return to Agency of all funds derived from the use of HHAP funds including, but not limited to, recaptured funds and returned funds; and
6. Seek, in a court of competent jurisdiction, an order for specific performance of the defaulted obligation or the appointment of a receiver to complete the technical assistance in accordance with HHAP requirements.

C. All remedies available to Agency are cumulative and not exclusive.

D. Agency may give written notice to the Grantee to cure the breach or violation within a period of not less than 15 days.

7. Waivers

No waiver of any breach of this Agreement shall be held to be a waiver of any prior or subsequent breach. The failure of Agency to enforce at any time the provisions of this Agreement, or to require at any time, performance by the Grantee of these provisions, shall in no way be construed to be a waiver of such provisions nor to affect the validity of this Agreement or the right of Agency to enforce these provisions.

8. Nondiscrimination

During the performance of this Agreement, Grantee and its subrecipients shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex (gender), sexual orientation, gender identity, gender expression, race, color, ancestry, religion, creed, national origin (including language use restriction), pregnancy, physical disability (including HIV and AIDS), mental disability, medical condition (cancer/genetic characteristics), age (over 40), genetic information, marital status, military and veteran status, and denial of medical and family care leave or pregnancy disability leave. Grantees and subGrantees shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Grantee and its subrecipients shall comply with the provisions of California's laws against discriminatory practices relating to specific groups: the California Fair Employment and Housing Act (FEHA) (Gov. Code, § 12900 et seq.); the regulations promulgated thereunder (Cal. Code Regs., tit. 2, § 11000 et seq.); and the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code, §§ 11135 - 11139.5). Grantee and its subrecipients shall give written notice of their obligations

**Homeless Housing, Assistance and Prevention
Standard Agreement**

**EXHIBIT C
HOMELESS COORDINATING AND FINANCING COUNCIL TERMS AND
CONDITIONS**

under this clause to labor organizations with which they have a collective bargaining or other agreement.

9. Conflict of Interest

All Grantees are subject to state and federal conflict of interest laws. For instance, Health and Safety Code section 50219, subdivision (h) states, "For purposes of Section 1090 of the Government Code, a representative of a county serving on a board, committee, or body with the primary purpose of administering funds or making funding recommendations for applications pursuant to this chapter shall have no financial interest in any contract, program, or project voted on by the board, committee, or body on the basis of the receipt of compensation for holding public office or public employment as a representative of the county."

Failure to comply with these laws, including business and financial disclosure provisions, will result in the application being rejected and any subsequent contract being declared void. Other legal action may also be taken. Additional applicable statutes include, but are not limited to, Government Code section 1090 and Public Contract Code sections 10410 and 10411.

A. Current State Employees: No State officer or employee shall engage in any employment, activity, or enterprise from which the officer or employee receives compensation or has a financial interest, and which is sponsored or funded by any State agency, unless the employment, activity, or enterprise is required as a condition of regular State employment. No State officer or employee shall contract on his or her own behalf as an independent Grantee with any State agency to provide goods or services.

B. Former State Employees: For the two-year period from the date he or she left State employment, no former State officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements, or any part of the decision-making process relevant to the contract while employed in any capacity by any State agency. For the twelve-month period from the date he or she left State employment, no former State officer or employee may enter into a contract with any State agency if he or she was employed by that State agency in a policy-making position in the same general subject area as the proposed contract within the twelve-month period prior to his or her leaving State service.

C.

**Homeless Housing, Assistance and Prevention
Standard Agreement**

**EXHIBIT C
HOMELESS COORDINATING AND FINANCING COUNCIL TERMS AND
CONDITIONS**

C. Employees of the Grantee: Employees of the Grantee shall comply with all applicable provisions of law pertaining to conflicts of interest, including but not limited to any applicable conflict of interest provisions of the a Political Reform Act of 1974 (Gov. Code, § 81000 et seq.).

D. Representatives of a County: A representative of a county serving on a board, committee, or body with the primary purpose of administering funds or making funding recommendations for applications pursuant to this chapter shall have no financial

E. interest in any contract, program, or project voted on by the board, committee, or body on the basis of the receipt of compensation for holding public office or public employment as a representative of the county.

10. Drug-Free Workplace Certification

Certification of Compliance: By signing this Agreement, Grantee hereby certifies, under penalty of perjury under the laws of State of California, that it and its subrecipients will comply with the requirements of the Drug-Free Workplace Act of 1990 (Gov. Code, § 8350 et seq.) and have or will provide a drug-free workplace by taking the following actions:

A. Publish a statement notifying employees and subrecipients that unlawful manufacture distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees, Grantees, or subrecipients for violations, as required by Government Code section 8355, subdivision (a)(1).

B. Establish a Drug-Free Awareness Program, as required by Government Code section 8355, subdivision (a)(2) to inform employees, Grantees, or subrecipients about all of the following:

1. The dangers of drug abuse in the workplace;
2. Grantee's policy of maintaining a drug-free workplace;
3. Any available counseling, rehabilitation, and employee assistance program; and
4. Penalties that may be imposed upon employees, Grantees, and subrecipients for drug abuse violations.

**Homeless Housing, Assistance and Prevention
Standard Agreement**

**EXHIBIT C
HOMELESS COORDINATING AND FINANCING COUNCIL TERMS AND
CONDITIONS**

C. Provide, as required by Government Code section 8355, subdivision (a)(3), that every employee and/or subrecipient that works under this Agreement:

1. Will receive a copy of Grantee's drug-free policy statement, and
2. Will agree to abide by terms of Grantee's condition of employment or subcontract.

11. Child Support Compliance Act

For any Contract Agreement in excess of \$100,000, the Grantee acknowledges in accordance with Public Contract Code 7110, that:

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

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

12. Special Conditions – Grantees/SubGrantee

The Grantee agrees to comply with all conditions of this Agreement including the Special Conditions set forth in Exhibit D. These conditions shall be met to the satisfaction of Agency prior to disbursement of funds. The Grantee shall ensure that all SubGrantees are made aware of and agree to comply with all the conditions of this Agreement and the applicable State requirements governing the use of HHAP funds. Failure to comply with these conditions may result in termination of this Agreement.

A. The Agreement between the Grantee and any SubGrantee shall require the Grantee and its SubGrantees, if any, to:

1. Perform the work in accordance with Federal, State and Local housing and building codes, as applicable.

**Homeless Housing, Assistance and Prevention
Standard Agreement**

**EXHIBIT C
HOMELESS COORDINATING AND FINANCING COUNCIL TERMS AND
CONDITIONS**

2. Maintain at least the minimum State-required worker's compensation for those employees who will perform the work or any part of it.
3. Maintain, as required by law, unemployment insurance, disability insurance, and liability insurance in an amount that is reasonable to compensate any person, firm or corporation who may be injured or damaged by the Grantee or any SubGrantee in performing the Work or any part of it.
4. Agree to include all the terms of this Agreement in each subcontract.

13. Compliance with State and Federal Laws, Rules, Guidelines and Regulations

The Grantee agrees to comply with all state and federal laws, rules and regulations that pertain to construction, health and safety, labor, fair employment practices, environmental protection, equal opportunity, fair housing, and all other matters applicable and/or related to the HHAP program, the Grantee, its subrecipients, and all eligible activities.

Grantee shall also be responsible for obtaining any and all permits, licenses, and approvals required for performing any activities under this Agreement, including those necessary to perform design, construction, or operation and maintenance of the activities. Grantee shall be responsible for observing and complying with any applicable federal, state, and local laws, rules or regulations affecting any such work, specifically those including, but not limited to, environmental protection, procurement, and safety laws, rules, regulations, and ordinances. Grantee shall provide copies of permits and approvals to Agency upon request.

14. Inspections

A. Grantee shall inspect any work performed hereunder to ensure that the work is being and has been performed in accordance with the applicable federal, state and/or local requirements, and this Agreement.

B. Agency reserves the right to inspect any work performed hereunder to ensure that the work is being and has been performed in accordance with the applicable federal, state and/or local requirements, and this Agreement.

C. Grantee agrees to require that all work that is determined based on such inspections not to conform to the applicable requirements be corrected and to withhold payments to the subrecipient until it is corrected.

**Homeless Housing, Assistance and Prevention
Standard Agreement**

**EXHIBIT C
HOMELESS COORDINATING AND FINANCING COUNCIL TERMS AND
CONDITIONS**

15. Litigation

A. If any provision of this Agreement, or an underlying obligation, is held invalid by a court of competent jurisdiction, such invalidity, at the sole discretion of Agency, shall not affect any other provisions of this Agreement and the remainder of this Agreement shall remain in full force and effect. Therefore, the provisions of this Agreement are and shall be deemed severable.

B. The Grantee shall notify Agency immediately of any claim or action undertaken by or against it, which affects or may affect this Agreement or Agency, and shall take such action with respect to the claim or action as is consistent with the terms of this Agreement and the interests of Agency.

**Homeless Housing, Assistance and Prevention
Standard Agreement**

**EXHIBIT D
SPECIAL TERMS AND CONDITIONS**

1. All proceeds from any interest-bearing account established by the Grantee for the deposit of HHAP funds, along with any interest-bearing accounts opened by subrecipients to the Grantee for the deposit of HHAP funds, must be used for HHAP-eligible activities.
2. Any housing-related activities funded with HHAP funds, including but not limited to emergency shelter, rapid-rehousing, rental assistance, transitional housing and permanent supportive housing, must be in compliance or otherwise aligned with the core components of Housing First, pursuant to Welfare and Institutions Code section 8255, subdivision (b).
3. Grantee agrees to utilize its local Homeless Management Information System (HMIS) to track HHAP-funded projects, services, and clients served. Grantee will ensure that HMIS data are collected in accordance with applicable laws and in such a way as to identify individual projects, services, and clients that are supported by HHAP funding (e.g., by creating appropriate HHAP-specific funding sources and project codes in HMIS).
4. Grantee agrees to participate in the statewide data system or warehouse created by Agency to collect local data from California continuums of care through the HMIS, and sign any required data use agreements allowing Agency to access Grantee's HMIS data for that purpose.
5. If Grantee is a continuum of care or a county that accepted redirected funding from a continuum of care, it shall review and execute a data use agreement no later than July 31, 2020, in order to ensure compliance with Health and Safety Code section 50219, subdivision (a)(7) and (10). Grantee's failure to timely execute a data use agreement will constitute a breach of this Agreement. In this event, BCSH, in its sole and absolute discretion, may exercise any and all remedies permitted by this Agreement or by applicable law.

**Homeless Housing, Assistance and Prevention
Standard Agreement**

**EXHIBIT E
GENERAL TERMS AND CONDITIONS**

This exhibit is incorporated by reference and made part of this agreement. This document can be viewed at the following link:

<https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-Language>

ATTACHMENT 2

SCOPE OF WORK

ATTACHMENT 2 – PCIRC HHAP SCOPE OF WORK

ELIGIBLE ACTIVITY 1) HHAP funding will further support **homeless prevention services** with activities such as **rent and utility assistance** to provide for long-term sustainability of client's at their current residences (**HHAP Eligible Uses – rental assistance**).

- Clients include, for example, individuals, families with children; "homeless youth," and youth transitioning from foster care.
- Specific to "homeless youth," PCIRC will utilize the allocated youth set-aside HHAP funding when there is a homeless youth client presenting for rent and utility assistance.
- Rental and utility assistance is an identified gap in housing and homeless services that will help keep those who are permanently housed, to remain in housing.

ELIGIBLE ACTIVITY 2) HHAP funding will support **operating subsidies for the Ohana House**, an emergency and transitional shelter located in Quincy (**HHAP Eligible Uses – operating subsidies in existing supportive housing units and emergency shelters**).

- Clients include, for example, individuals that are single, families with youth, "homeless youth," and pregnant moms.
- Specific to "homeless youth," PCIRC will utilize the allocated youth set-aside HHAP funding when there is a homeless youth client presenting for emergency and transitional shelter services.
- Ohana House provides wrap around services including on-site supervision, intensive case management, and access to workforce and higher education and life skills training.
- Ohana House supports client transition to permanent housing upon program completion.

Prior to the development of Ohana House, Plumas County did not have any established homeless shelters or transitional housing programs for youth and young adults. The Ohana House program began to address the housing, health and wellness, and educational needs of youth and young adults ages 15-24 years. After four years of operations, PCIRC has currently reframed this model to serve young adults aged 18-24, including "homeless youth" and emancipated youth.

On any given night in 2018, 159,911 youth younger than 25 across the nation were homeless – 36,361 of them on their own – one-third of them were in California. As the homeless youth population declines across the county, California remains the state with the highest population of people experiencing homelessness overall and the highest number of unaccompanied "homeless youth" 12-24 years of age according to the 2018 Annual Homeless Assessment from the U.S. Department of Housing & Urban Development. The cost of housing and severe shortage of affordable housing combined with a lack of sustainable income and positive credit history are factors leading to increased levels of homelessness for young adults. Across the county, experience in the foster care and juvenile justice systems has a high correlation with youth homelessness. A recent report from a legal aid group in San Francisco noted that three out of four homeless youth in the area had a history in the foster care or juvenile justice system, or both.

GRANT ADMINISTRATION: *Note, Plumas County will support the HHAP funds with administrative assistance.*

ATTACHMENT 3

BUDGET



HOMELESS HOUSING, ASSISTANCE AND
PREVENTION PROGRAM (HHAP)

ATTACHMENT 3 - BUDGET

CoC / Large City / County Name:	County of Plumas	Planning Department
Administrative Entity Name:	Tracey Ferguson	Planning Director

HHAP FUNDING EXPENDITURE PLAN*


ELIGIBLE USE CATEGORY	FY22/23	TOTAL
Rental Assistance	\$ 23,345.75	\$ 23,345.75
Operating Subsidies	\$ 23,345.78	\$ 23,345.78
County Administrative Fee	\$ 3,510.00	\$ 3,510.00
		\$ 50,201.53
		TOTAL
Youth Set-Aside (at least 8%)	\$ 4,020.00	\$ 4,020.00



Item 1G2

BOARD OF SUPERVISORS STAFF REPORT

TO: Honorable Board of Supervisors

FROM: Tracey Ferguson, AICP, Planning Director 

MEETING DATE: July 19, 2022

SUBJECT: **CONSENT ITEM:** Approve and authorize Chair to execute Funding Agreement by and between the County of Plumas and Plumas Crisis Intervention & Resource Center (PCIRC) for the Homeless Housing, Assistance, and Prevention Program Round 2 (HHAP-2) Grant with funds not to exceed twenty-one thousand three-hundred and forty-five and zero cents (\$21,345.00); approved as to form by County Counsel

STAFF RECOMMENDATION:

1. Approve and authorize the Chair to execute Funding Agreement

BACKGROUND/DISCUSSION:

The Business, Consumer Services and Housing Agency (BCSH) Homeless Coordinating and Financing Council executed the County of Plumas a Homeless Housing, Assistance and Prevention Program Round 2 (HHAP-2) grant agreement in the amount of \$22,949.00 in August 2021 to continue to build on regional coordination developed through previous rounds of funding of the Homelessness Emergency Aid Program (Chapter 5 (commencing with Section 50210)), the program established under this chapter, and COVID-19 funding to reduce homelessness.

The Contractor grant eligible use category includes: 1) Operating subsidies with a Youth Set-Aside component. County retains the Administrative fee.

The \$21,345.00 HHAP-2 funding to PCIRC will support operating subsidies for the Ohana House, an emergency and transitional shelter operated by PCIRC located in Quincy.

Plumas County will support the HHAP-2 funds with administrative assistance.

Approved as to form by County Counsel.

ATTACHMENTS:

1. HHAP-2 Funding Agreement

FUNDING AGREEMENT
COUNTY OF PLUMAS AND PLUMAS CRISIS INTERVENTION & RESOURCE CENTER
HOMELESS HOUSING, ASSISTANCE, AND PREVENTION PROGRAM ROUND 2 (HHAP-2) GRANT

This FUNDING AGREEMENT is entered into by and between the County of Plumas, a political subdivision of the State of California, (hereinafter referred to as "County") and Plumas Crisis Intervention & Resource Center (PCIRC), a non-profit 501(c)(3) (hereinafter referred to as "Contractor"), or collectively the PARTIES.

A. PURPOSE:

Department of Business, Consumer Services, and Housing Agency of the State of California ("State" or "BCSH") has executed Grant Agreement Number 21-HHAP-00075 ("Grant Agreement") with the County to continue to build on regional coordination developed through previous rounds of funding of the Homelessness Emergency Aid Program (Chapter 5 (commencing with Section 50210)), the program established under this chapter, and COVID-19 funding to reduce homelessness. The Contractor grant eligible use category includes: 1) Operating subsidies with a Youth Set-Aside component. County retains the Administrative fee.

B. CONTRACTOR SHALL:

1. Comply with all of the requirements and obligations under the Grant Agreement (Attachment 1), including all paragraphs and Exhibits as attached and made a part of the Grant Agreement.
2. Complete Scope of Work eligible activity: 1) Operating subsidies as described in Scope of Work (Attachment 2).
3. Adhere to Budget (Attachment 3).
4. Expend all HHAP-2 grant funds no later than June 30, 2026. Reimbursement is not permitted for activities occurring prior to Funding Agreement date.
5. Submit grant invoice to County no more frequent than monthly. Invoice shall have sufficient back up to document costs. Each invoice shall include project reporting in accordance with the Grant Agreement terms (Exhibit C, Paragraph 4).

C. COUNTY SHALL:

1. Disperse Grant Agreement funds not to exceed twenty-one thousand three-hundred and forty-five and zero cents (\$21,345.00) to Contractor, as set forth in the Budget (Attachment 3).
2. Timely payments will be made to Contractor not to exceed 30 days after date of Contractor invoice.

D. IT IS MUTUALLY AGREED AND UNDERSTOOD BY THE PARTIES THAT:

1. TERM. The term of this Funding Agreement begins on July 19, 2022 and all work shall be completed by June 30, 2026, in accordance with the Grant Agreement.
2. TERMINATION GRANT AGREEMENT. The County or State may terminate the Grant Agreement in accordance with the Grant Agreement terms (Exhibit C, Paragraph 1).
3. TERMINATION FUNDING AGREEMENT. County or Contractor may terminate this Funding Agreement at any time upon thirty (30) days written notice to the other party ("Termination Effective Date"). Upon notice of termination, Contractor shall cease work and submit a final invoice for any work that has been completed as of the Termination Effective Date.

4. AMENDMENT GRANT AGREEMENT. Amendments to timing (e.g., fiscal year) of eligible use expenditures by the Contractor to the Grant Agreement may be modified at any time by mutual agreement of the Parties in accordance with the Grant Agreement terms (Exhibit B, Paragraph 1). Requests by the Contractor for such amendments must be in writing to the County, signed and dated by the Contractor, stating the amendment request and the reason for the request.
5. AMENDMENT FUNDING AGREEMENT. Amendments to the Funding Agreement may be made at any time by mutual agreement of the Parties, expressed in writing and duly executed by both Parties. Requests for such amendments must state the amendment and reason for the request. No alteration of the terms of this Funding Agreement shall be valid or binding upon either party unless made in writing and duly executed by both Parties.
6. INDEMNIFICATION. To the furthest extent permitted by law (including without limitation California Civil Code Sections 2782 and 2782.8, if applicable), County shall not be liable for, and Contractor shall defend and indemnify County and its officers, agents, employees, and volunteers (collectively "County Parties"), against any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorney's fees and court costs (hereinafter collectively referred to as "Claims"), which arise out of or are in any way connected to the work covered by this Agreement arising either directly or indirectly from any act, error, omission or negligence of Contractor or its officers, employees, agents, contractors, licensees or servants, including, without limitation, Claims caused by the concurrent negligent act, error or omission, whether active or passive of County Parties. Contractor shall have no obligation, however, to defend or indemnify County Parties from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of County Parties. The obligations of this indemnity shall be for the full amount of all damage to County, including defense costs, and shall not be limited by any insurance limits.
7. 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.

8. INDEPENDENT CONTRACTOR. The Parties understand and agree that Contractor is independent and that no employment relationship between Contractor and the County is created by this Funding Agreement.
9. ASSIGNMENT. Contractor may not assign, subcontract, sublet, or transfer its interest in this Funding Agreement.
10. Ukraine Sanctions. Pursuant to Executive Order N-6-22 Contractor is aware that as a compliance with the economic sanctions imposed in response to Russia's actions in Ukraine is required, including with respect to, but not limited to, the federal executive orders identified in the EO and the sanctions identified on the U.S. Department of the Treasury website (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>). Failure to comply may result in the termination of this agreement.
11. ENTIRE AGREEMENTS. This Funding Agreement and the Grant Agreement constitutes the entire agreements regarding the subject matter hereof.
12. GOOD FAITH. The Parties agree to act in good faith at all times during the term of this Funding Agreement.
13. CONFLICT OF INTEREST. The Parties 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 Funding Agreement or Grant Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Funding Agreement and is later discovered by the

County, the County may immediately terminate this Funding Agreement by giving written notice to Contractor.

14. **SEVERABILITY.** The invalidity of any provision of this Funding Agreement, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.
15. **NOTICES.** Any notice required under this Funding Agreement or the Grant Agreement shall be effective only if made in writing and delivered by personal service, email, and/or by mail and addressed as follows. Parties may, by written notice to the other, change its own mailing address.

Contractor

Scott McCallum, Executive Director
PCIRC
P.O. Box 3005
Quincy, CA 95971
Email: smccallum@pcirc.com
Email: highsierragrants@yahoo.com

County

Tracey Ferguson, AICP, Planning Director
Plumas County Planning Department
555 Main Street
Quincy, CA 95971
Email: traceyferguson@countyofplumas.com

In executing this Funding Agreement, each individual represents that he or she is fully authorized to execute and deliver this Funding Agreement and the County demonstrates that Contractor is aware of and will comply with the provisions of the Grant Agreement between State and County.

IN WITNESS WHEREOF, the Parties hereto have executed this Funding Agreement.

COUNTY OF PLUMAS

PCIRC

Kevin Goss, Chair
Board of Supervisors

DATE

Scott McCallum
Executive Director

DATE

ATTEST

Heidi White
Clerk of the Board

7/13/2022

ATTACHMENT 1

GRANT AGREEMENT
BETWEEN STATE OF CALIFORNIA BUSINESS, CONSUMER SERVICES, AND HOUSING AGENCY
AND
COUNTY OF PLUMAS
AGREEMENT NUMBER 21-HHAP-00075
HOMELESS HOUSING, ASSISTANCE, AND PREVENTION PROGRAM ROUND 2(HHAP-2) GRANT
EXECUTED AUGUST 13, 2021

SC0 ID:

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

21-HHAP-00075

PURCHASING AUTHORITY NUMBER (If Applicable)

010725

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

Business, Consumer Services and Housing Agency

CONTRACTOR NAME

County of Plumas

2. The term of this Agreement is:

START DATE

Upon BCSH approval

THROUGH END DATE

06/30/2026

3. The maximum amount of this Agreement is:

\$22,949.00 (Twenty Two Thousand Nine Hundred Forty Nine Dollars and No Cents)

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

Exhibits	Title	Pages
Exhibit A	Scope of Work	7
Exhibit B	Budget Detail and Payment Provisions	4
Exhibit C	Homeless Coordinating and Financing Council Terms and Conditions	9
* Exhibit D	Special Terms and Conditions	2
* Exhibit E	General Terms and Conditions	1

Items shown with an asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.

These documents can be viewed at <https://www.dgs.ca.gov/OLSR/Resources>

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

County of Plumas

CONTRACTOR BUSINESS ADDRESS

555 Main Street

CITY

Quincy

STATE

CA

ZIP

95971

PRINTED NAME OF PERSON SIGNING

Kevin Goss

TITLE

Board of Supervisor

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

07/07/2021

SCO ID:

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

21-HHAP-00075

PURCHASING AUTHORITY NUMBER (If Applicable)

010725

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

Business, Consumer Services and Housing Agency

CONTRACTING AGENCY ADDRESS

915 Capitol Mall, Suite 350-A

CITY

Sacramento

STATE

CA

ZIP

95814


PRINTED NAME OF PERSON SIGNING

Lourdes Castro Ramírez

TITLE

Secretary

CONTRACTING AGENCY AUTHORIZED SIGNATURE


Lourdes Castro Ramirez (Aug 13, 2021 15:09 PDT)

DATE SIGNED

Aug 13, 2021

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

**Homeless Housing, Assistance, and Prevention Program Round 2 (HHAP-2)
Standard Agreement**

EXHIBIT A

AUTHORITY, PURPOSE AND SCOPE OF WORK

1) Authority

The State of California has established the Homeless Housing, Assistance, and Prevention Program Round 2 ("HHAP-2" or "Program") pursuant to Chapter 6 (commencing with Section 50216) of Part 1 of Division 31 of the Health and Safety Code. (Added by Stats.2020, c. 15 (A.B. 83), § 7, eff. June 29, 2020.)

The Program is administered by the California Homeless Coordinating and Financing Council ("HCFC") in the Business, Consumer Services and Housing Agency ("Agency"). HHAP-2 provides one-time flexible block grant funds to Continuums of Care, large cities (population of 300,000+) and counties as defined in the November 13, 2020 HHAP-2 Notice of Funding Availability ("NOFA") to build on the regional coordination created through previous HCFC grant funding and support local jurisdictions in their unified regional responses to reduce and end homelessness.

This Standard Agreement along with all its exhibits ("Agreement") is entered into by the Agency and a Continuum of Care, a city, or a county ("Grantee") under the authority of, and in furtherance of the purpose of, the Program. In signing this Agreement and thereby accepting this award of funds, the Grantee agrees to comply with the terms and conditions of the Agreement, the NOFA under which the Grantee applied, the representations contained in the Grantee's application, and the requirements of the authority cited above.

2) Purpose

The general purpose of the Program is to continue to build on regional coordination developed through previous rounds of funding of the Homelessness Emergency Aid Program (Chapter 5 (commencing with Section 50210)), the program established under this chapter, and COVID-19 funding to reduce homelessness. This funding shall:

- a) Continue to build regional collaboration between continuums of care, counties, and cities in a given region, regardless of population, and ultimately be used to develop a unified regional response to homelessness.
- b) Be paired strategically with other local, state, and federal funds provided to address homelessness in order to achieve maximum impact. Grantees of this

GTH
Initial Here

funding are encouraged to reference the Guide to Strategic Uses of Key State and Federal Funds to Reduce Homelessness During the COVID-19 Pandemic.

- c) Be deployed with the goal of reducing the number of homeless individuals in a given region through investing in long-term solutions, such as permanent housing, and that the state be an integral partner through the provision of technical assistance, sharing of best practices, and implementing an accountability framework to guide the structure of current and future state investments.

In accordance with the authority cited above, an application was created and submitted by the Grantee for HHAP-2 funds to be allocated for eligible uses as stated in Health and Safety Code section 50220.5, subdivision (d)(1) – (8).

3) Definitions

The following HHAP-2 program terms are defined in accordance with Health and Safety Code section 50216, subdivisions (a) – (q):

- (a) "Agency" means the Business, Consumer Services, and Housing Agency.
- (b) "Applicant" means a Continuum of Care, city, or county.
- (c) "City" means a city or city and county that is legally incorporated to provide local government services to its population. A city can be organized either under the general laws of this state or under a charter adopted by the local voters.
- (d) "Continuum of Care" means the same as defined by the United States Department of Housing and Urban Development at Section 578.3 of Title 24 of the Code of Federal Regulations.
- (e) "Coordinated Entry System" means a centralized or coordinated process developed pursuant to Section 578.7 of Title 24 of the Code of Federal Regulations, as that section read on January 10, 2019, designed to coordinate homelessness program participant intake, assessment, and provision of referrals. In order to satisfy this subdivision, a centralized or coordinated assessment system shall cover the geographic area, be easily accessed by individuals and families seeking housing or services, be well advertised, and include a comprehensive and standardized assessment tool.
- (f) "Council" means the Homeless Coordinating and Financing Council created pursuant to Section 8257 of the Welfare and Institutions Code.
- (g) "Emergency shelter" has the same meaning as defined in subdivision (e) of Section 50801.

GH
Initial Here

(h) "Homeless" has the same meaning as defined in Section 578.3 of Title 24 of the Code of Federal Regulations, as that section read on January 10, 2019.

(i) "Homeless Management Information System" means the information system designated by a Continuum of Care to comply with federal reporting requirements as defined in Section 578.3 of Title 24 of the Code of Federal Regulations. The term "Homeless Management Information System" also includes the use of a comparable database by a victim services provider or legal services provider that is permitted by the federal government under Part 576 of Title 24 of the Code of Federal Regulations.

(j) "Homeless point-in-time count" means the 2019 homeless point-in-time count pursuant to Section 578.3 of Title 24 of the Code of Federal Regulations. A jurisdiction may elect to instead use their 2017 point-in-time count if they can demonstrate that a significant methodology change occurred between the 2017 and 2019 point-in-time counts that was based on an attempt to more closely align the count with HUD best practices and undertaken in consultation with HUD representatives. A jurisdiction shall submit documentation of this to the agency by the date by which HUD's certification of the 2019 homeless point-in-time count is finalized. The agency shall review and approve or deny a request described in the previous sentence along with a jurisdiction's application for homeless funding.

(k) "Homeless youth" means an unaccompanied youth between 12 and 24 years of age, inclusive, who is experiencing homelessness, as defined in subsection (2) of Section 725 of the federal McKinney-Vento Homeless Assistance Act (42 U.S.C. Sec. 11434a(2)). "Homeless youth" includes unaccompanied youth who are pregnant or parenting.

(l) "Housing First" has the same meaning as in Section 8255 of the Welfare and Institutions Code, including all of the core components listed therein.

(m) "Jurisdiction" means a city, city that is also a county, county, or Continuum of Care, as defined in this section.

(n) "Navigation center" means a Housing First, low-barrier, service-enriched shelter focused on moving homeless individuals and families into permanent housing that provides temporary living facilities while case managers connect individuals experiencing homelessness to income, public benefits, health services, shelter, and housing.

(o) "Program" means the Homeless Housing, Assistance, and Prevention program established pursuant to this chapter.

G.H.
Initial Here

(1) "Round 1" of the program means the funding allocated under the program with moneys appropriated during the fiscal year beginning on July 1, 2019.

(2) "Round 2" of the program means the funding allocated under the program with moneys appropriated during the fiscal year beginning on July 1, 2020.

(p) "Program allocation" means the portion of program funds available to expand or develop local capacity to address immediate homelessness challenges.

(q) "Recipient" means a jurisdiction that receives funds from the agency for the purposes of the program.

Additional definitions for the purposes of the HHAP-2 program:

"Obligate" means that the Grantee has placed orders, awarded contracts, received services, or entered into similar transactions that require payment using HHAP-2 funding. Grantees, and the subrecipients who receive awards from those Grantees, must obligate the funds by the statutory deadlines set forth in this Exhibit A.

"Expended" means all HHAP-2 funds obligated under contract or subcontract have been fully paid and receipted, and no invoices remain outstanding. In the case of an award made through subcontracting, subcontractors are required to expend the funds by the same statutory deadlines.

4) Scope of Work

The Scope of Work ("Work") for this Agreement shall include uses that are consistent with Health and Safety Code section 50220.5, subdivision (d)–(f), and any other applicable laws. The grantee shall expend funds on evidence-based solutions that address and prevent homelessness among eligible populations including any of the following:

- a) Rapid rehousing, including rental subsidies and incentives to landlords, such as security deposits and holding fees.
- b) Operating subsidies in new and existing affordable or supportive housing units, emergency shelters, and navigation centers. Operating subsidies may include operating reserves.
- c) Street outreach to assist persons experiencing homelessness to access permanent housing and services.

G.H.
Initial Here

- d) Services coordination, which may include access to workforce, education, and training programs, or other services needed to promote housing stability in supportive housing.
- e) Systems support for activities necessary to create regional partnerships and maintain a homeless services and housing delivery system, particularly for vulnerable populations including families and homeless youth.
- f) Delivery of permanent housing and innovative housing solutions, such as hotel and motel conversions.
- g) Prevention and shelter diversion to permanent housing, including rental subsidies.
- h) New navigation centers and emergency shelters based on demonstrated need. Demonstrated need for purposes of this paragraph shall be based on the following:
 - (i) The number of available shelter beds in the city, county, or region served by a Continuum of Care.
 - (ii) The number of people experiencing unsheltered homelessness in the homeless point-in-time count.
 - (iii) Shelter vacancy rate in the summer and winter months.
 - (iv) Percentage of exits from emergency shelters to permanent housing solutions.
 - (v) A plan to connect residents to permanent housing.

5) **Agency Contract Coordinator**

The Agency's Contract Coordinator for this Agreement is the Council's HHAP Grant Manager or the Grant Manager's designee. Unless otherwise instructed, any notice, report, or other communication requiring an original Grantee signature for this Agreement shall be mailed to the Agency Contract Coordinator. If there are opportunities to send information electronically, Grantee will be notified via email by the HHAP Grant Manager or the Grant Manager's designee.

The Representatives during the term of this Agreement will be:

G.H.
Initial Here

	PROGRAM	GRANTEE
ENTITY:	Business Consumer Services and Housing Agency	County of Plumas
SECTION/UNIT:	Homeless Coordinating and Financing Council (HCFC)	
ADDRESS:	915 Capitol Mall Suite 350-A Sacramento, CA, 95814	555 Main Street Quincy, CA 95971
CONTRACT MANAGER	Victor Duron	Kevin Goss
PHONE NUMBER:	(916) 510-9442	(530) 283-6170
EMAIL ADDRESS:	Victor.Duron@bcsh.ca.gov	kevin.goss4district2@gmail.com

All requests to update the Grantee information listed within this Agreement shall be emailed to the Homeless Coordinating and Financing Council's general email box at hhap@bcsh.ca.gov. The Council reserves the right to change their representative and/or contact information at any time with notice to the Grantee.

6) Effective Date, Term of Agreement, and Deadlines

- a) This Agreement is effective upon approval by the Agency (indicated by the signature provided by Agency in the lower left section of page one, Standard Agreement, STD. 213), when signed by all parties.
- b) Contractual Obligation:
 - i) Grantees that are counties must contractually obligate **100 percent** of their full program allocations on or before **May 31, 2023**.
 - ii) Grantees that are cities or continuums of care must contractually obligate no less than **50 percent** of program allocations on or before **May 31, 2023**.
 - iii) Counties that contractually obligate less than 100 percent of program allocations after May 31, 2023 will have their unallocated funds reverted to the CoC that serves the county. Specific to Los Angeles County, funds that are not contractually obligated by this date shall be divided proportionately using the HHAP funding allocation formula among the four CoC's that serve Los Angeles County: City of Glendale CoC, City of Pasadena CoC, the City of Long Beach CoC, and the Los Angeles Homeless Services Authority

GH
Initial Here

Cities or Continuums of Care that, after May 31, 2023, have contractually obligated less than 50 percent of program allocations must submit and have approved by the Council an alternative disbursement plan as required under (Health & Safety Code, § 50220.5, subdivision (k)(2)).

c) Full Expenditure of HHAP-2 Grant Funds

- i) All HHAP-2 grant funds (**100 percent**) must be expended by **June 30, 2026**. Any funds not expended by that date shall revert to the General Fund (Health & Safety Code, § 50220.5, subdivision (o)).

7) **Special Conditions**

Agency reserves the right to add any special conditions to this Agreement it deems necessary to ensure that the goals of the Program are achieved.

GM.
Initial Here

Homeless Housing, Assistance, and Prevention Program Round 2 (HHAP-2)
Standard Agreement

EXHIBIT B

BUDGET DETAIL and DISBURSEMENT PROVISIONS

1) Budget Detail & Changes

The Grantee agrees that HHAP-2 funds shall be expended on uses that support regional coordination and expand or develop local capacity to address immediate homelessness challenges. Such activities must be informed by a best-practices framework focused on moving people experiencing homelessness into permanent housing and supporting the efforts of those individuals and families to maintain their permanent housing.

The Grantee shall expend HHAP-2 funds on eligible activities as detailed in the expenditure plan and funding plan submitted with the Grantee's approved application. The Grantee shall submit an updated funding plan with the annual report that revises and reports all actual and projected expenditures of HHAP-2 funds.

a) Budget Changes

- i) Changes may be made to the timing (e.g., fiscal year) of eligible use expenditures without prior approval by the Agency so long as the total expenditures (actual and projected) for each eligible use category remain the same as described in the expenditure plan approved with the Grantee's application.
- ii) Any decrease or increase to the total expenditures for any eligible use category must otherwise be approved by the Council's HHAP-2 Grant Manager or his/her designee, in writing, before the Grantee may expend HHAP-2 funds according to an alternative expenditure plan. The HHAP-2 Grant Manager will respond to Grantee with approval or denial of request. Failure to obtain written approval from the Grant Manager or his/her designee as required by this section may be considered a breach of this Agreement. A breach of this agreement may result in remedies listed within Exhibit C of this agreement.

2) General Conditions Prior to Disbursement

All Grantees must submit the following forms prior to HHAP-2 funds being released:

- Request for Funds Form ("RFF")
- STD 213 Standard Agreement - Two original copies of the signed STD 213 form and initialed Exhibits A through D

GM
Initial Here

- STD 204 Payee Data Record or Government Agency Taxpayer ID Form

3) Disbursement of Funds

HHAP-2 funds will be disbursed to the Grantee upon receipt, review and approval of the completed Standard Agreement and RFF by Agency, the Department of General Services (DGS) and the State Controller's Office (SCO).

The RFF must include the proposed eligible uses and the amount of funds proposed for expenditure under each eligible use. HHAP-2 funds will be disbursed in a single allocation via mailed check once the RFF has been received by the SCO. Checks will be mailed to the address and contact name listed on the RFF.

4) Expenditure of Funds

Specific requirements and deadlines for contractually obligating and expending awarded funds are set forth in the Homeless Housing, Assistance, and Prevention Program statutes. Health and Safety Code sections 50218.5 and 50220.5 mandate the following:

- a) Up to 5 percent of an applicant's HHAP-2 program allocation may be expended for the following uses that are intended to meet federal requirements for housing funding:
 - i) Strategic homelessness plan, as defined in Section 578.7(c) of Title 24 of the Code of Federal Regulations.
 - ii) Infrastructure development to support coordinated entry systems and Homeless Management Information Systems.
- b) The applicant shall not use more than 7 percent of a HHAP-2 program allocation for administrative costs incurred by the city, county, or Continuum of Care to administer its program allocation. For purposes of this subdivision, "administrative costs" does not include staff or other costs directly related to implementing activities funded by the program allocation.
- c) A program recipient shall use at least 8 percent of the funds allocated under this section for services for homeless youth populations.
- d) Recipients of HHAP-2 funds shall comply with Housing First as provided in Chapter 6.5 (commencing with Section 8255) of Division 8 of the Welfare and Institutions Code.
- e) Grantees that are cities or continuums of care shall contractually obligate no less than 50 percent of HHAP-2 funds by May 31, 2023. If less than 50 percent is

CH
Initial Here

obligated after May 31, 2023, continuums of care and cities shall not expend any remaining portion of the 50 percent of program allocations required to have been obligated unless and until both of the following occur:

- i) On or before June 30, 2023, the Grantee submits an alternative disbursement plan to HCFC that includes an explanation for the delay and a plan to fully expend these funds by December 31, 2023.
 - ii) HCFC approves the alternative disbursement plan or provides the Grantee with guidance on the revisions needed in order to approve the alternative disbursement plan.
 - iii) If the funds identified in the approved alternative disbursement plan are not fully expended by December 31, 2023, the funds shall be returned to the HCFC for a subsequent round of awards by HCFC.
- f) Grantees that are counties shall contractually obligate the full allocation (100 percent) awarded to them by May 31, 2023. Any funds that are not contractually obligated by this date shall be reverted to the Continuum of Care that serves the county. Specific to Los Angeles County, funds that are not contractually obligated by this date shall be divided proportionately using the HHAP-2 funding allocation formula among the four CoC's that serve Los Angeles County: City of Glendale CoC, City of Pasadena CoC, the City of Long Beach CoC, and the Los Angeles Homeless Services Authority.

Counties not obligating their full program allocation by May 31, 2023 are required to notify HCFC, on or before that date, of the name of the CoC(s) in which the county is served, and the amount of program funds that will be reverted to the CoC(s). By June 30, 2023, the county shall provide HCFC with evidence that the funds were transferred and submit an updated budget that clearly identifies the funds that were transferred.

- g) HHAP-2 funds shall be expended by June 30, 2026
- h) In accordance with Health and Safety Code section 50220.5, subdivision (I), HCFC retains the right to require a corrective action plan of grantees that are not on track to fully expend funds by the statutorily required deadline.
- i) Any funds not expended by June 30, 2026 shall revert to the General Fund.

5) Ineligible Costs

HHAP-2 funds shall not be used for costs associated with activities in violation of any law or for any activities not consistent with the intent of the Program and the eligible uses identified in Health and Safety Code section 50220.5.

City
Initial Here

HCFC reserves the right to request additional clarifying information to determine the reasonableness and eligibility of all uses of the funds made available by this Agreement. If the Grantee or its funded subrecipients use HHAP-2 funds to pay for ineligible activities, the Grantee shall be required to reimburse these funds to Agency.

An expenditure which is not authorized by this Agreement, or by written approval of the Grant Manager or his/her designee, or which cannot be adequately documented, shall be disallowed and must be reimbursed to Agency by the Grantee.

HCFC, at its sole and absolute discretion, shall make the final determination regarding the allowability of HHAP-2 fund expenditures.

Program funds shall not be used to supplant existing local funds for homeless housing, assistance, or prevention.

Reimbursements are not permitted in HHAP-2 for any expenditures prior to the date of execution of this Agreement.

Initial Here

Homeless Housing, Assistance, and Prevention Program Round 2 (HHAP-2)
Standard Agreement

EXHIBIT C

GENERAL TERMS AND CONDITIONS

1) Termination and Sufficiency of Funds

a) **Termination of Agreement**

Agency may terminate this Agreement at any time for cause by giving a minimum of 14 days' notice of termination, in writing, to the Grantee. Cause shall consist of violations of any conditions of this Agreement, any breach of contract as described in paragraph 6 of this Exhibit C; violation of any federal or state laws; or withdrawal of Agency's expenditure authority. Upon termination of this Agreement, unless otherwise approved in writing by Agency, any unexpended funds received by the Grantee shall be returned to Agency within 30 days of Agency's notice of termination.

b) **Sufficiency of Funds**

This Agreement is valid and enforceable only if sufficient funds are made available to Agency by legislative appropriation. In addition, this Agreement is subject to any additional restrictions, limitations or conditions, or statutes, regulations or any other laws, whether federal or those of the State of California, or of any agency, department, or any political subdivision of the federal or State of California governments, which may affect the provisions, terms or funding of this Agreement in any manner.

2) Transfers

Grantee may not transfer or assign by subcontract or novation, or by any other means, the rights, duties, or performance of this Agreement or any part thereof, except as allowed within Exhibit C Section 12 (Special Conditions – Grantees/SubGrantee) or with the prior written approval of HCFC and a formal amendment to this Agreement to affect such subcontract or novation.

3) Grantee's Application for Funds

Grantee has submitted to HCFC an application for HHAP-2 funds to support regional coordination and expand or develop local capacity to address its immediate homelessness challenges. Agency is entering into this Agreement on the basis of Grantee's facts, information, assertions and representations contained in that application. Any subsequent modifications to the original funding plans submitted within the original application must be requested through the formal HHAP Change Request Process and are subject to approval by HCFC.

GH
Initial Here

Grantee warrants that all information, facts, assertions and representations contained in the application and approved modifications and additions thereto are true, correct, and complete to the best of Grantee's knowledge. In the event that any part of the application and any approved modification and addition thereto is untrue, incorrect, incomplete, or misleading in such a manner that would substantially affect HCFC approval, disbursement, or monitoring of the funding and the grants or activities governed by this Agreement, then Agency may declare a breach of this Agreement and take such action or pursue such remedies as are legally available.

4) Reporting/Audits

a) Annual Reports

By January 1, 2022, and annually on that date thereafter until all funds have been expended, the Grantee shall submit an annual report to HCFC in a format provided by HCFC. Annual Reports will include a request for data on expenditures and people served with HHAP-2 funding in addition to details on specific projects selected for the use of HHAP-2 funding. If the Grantee fails to provide such documentation, HCFC may recapture any portion of the amount authorized by this Agreement with a 14-day written notification. No later than January 1, 2027, the Grantee shall submit a final report, in a format provided by HCFC, as well as a detailed explanation of all uses of the Program funds.

b) Expenditure Reports

In addition to the annual reports, HCFC requires the Grantee to submit quarterly expenditure reports due no later than 30 days following the end of each fiscal quarter. Grantee shall submit a report to HCFC on a form and method provided by HCFC that includes the ongoing tracking of the specific uses and expenditures of any program funds broken out by eligible uses listed, including the current status of those funds, as well as any additional information HCFC deems appropriate or necessary. If the Grantee fails to provide such documentation, HCFC may recapture any portion of the amount authorized by this Agreement with a 14-day written notification.

c) Reporting Requirements

i) Annual Report: The annual report shall contain detailed information in accordance with Health and Safety Code section 50222, subdivision (a). This information includes the following, as well as any additional information deemed appropriate or necessary by HCFC:

- (1) Data collection shall include, but not be limited to, information regarding individuals and families served, including demographic information, information regarding partnerships among entities or lack thereof, and participant and regional outcomes.

GH
Initial Here

- (2) The performance monitoring and accountability framework shall include clear metrics, which may include, but are not limited to, the following:
 - (a) The number of individual exits to permanent housing, as defined by the United States Department of Housing and Urban Development, from unsheltered environments and interim housing resulting from this funding.
 - (b) Racial equity, as defined by the council in consultation with representatives of state and local agencies, service providers, the Legislature, and other stakeholders.
 - (c) Any other metrics deemed appropriate by the council and developed in coordination with representatives of state and local agencies, advocates, service providers, and the Legislature.
 - (3) Data collection and reporting requirements shall support the efficient and effective administration of the program and enable the monitoring of jurisdiction performance and program outcomes.
- ii) Expenditure Report: The expenditure report shall contain data on expenditures of HHAP-2 funding including but not limited to obligated funds, expended funds, interest accrued, and other funds derived from HHAP-2 funding.
 - iii) Final Expenditure Plan: During the final fiscal year of reporting, grantees may be required to include a plan to fully expend HHAP-2 grant funding. This plan must be submitted with the quarterly expenditure report in a format to be provided by HCFC.
 - iv) HCFC may require additional supplemental reporting with written notice to the Grantee.
 - v) Grantee may, at their discretion, fully expend their HHAP-2 allocation prior to the end date of the grant term and will not be required to submit quarterly fiscal reports after the quarter in which their allocation was fully expended.
- d) **Auditing**
- Agency reserves the right to perform or cause to be performed a financial audit. At Agency request, the Grantee shall provide, at its own expense, a financial audit prepared by a certified public accountant. HHAP-2 administrative funds may be used to fund this expense. Should an audit be required, the Grantee shall adhere to the following conditions:
- i) The audit shall be performed by an independent certified public accountant.

GH
Initial Here

- ii) The Grantee shall notify Agency of the auditor's name and address immediately after the selection has been made. The contract for the audit shall allow access by Agency to the independent auditor's working papers.
- iii) The Grantee is responsible for the completion of audits and all costs of preparing audits.
- iv) If there are audit findings, the Grantee must submit a detailed response acceptable to Agency for each audit finding within 90 days from the date of the audit finding report.

5) Inspection and Retention of Records

a) Record Inspection

HCFC or its designee shall have the right to review, obtain, and copy all records and supporting documentation pertaining to performance under this Agreement. The Grantee agrees to provide HCFC, or its designee, with any relevant information requested. The Grantee agrees to give HCFC or its designee access to its premises, upon reasonable notice and during normal business hours, for the purpose of interviewing employees who might reasonably have information related to such records, and of inspecting and copying such books, records, accounts, and other materials that may be relevant to an investigation of compliance with the Homeless Housing, Assistance, and Prevention Program laws, the HHAP-2 program guidance document published on the website, and this Agreement.

In accordance with Health and Safety Code section 50220.5, subdivision (l), if upon inspection of records HCFC identifies noncompliance with grant requirements HCFC retains the right to impose a corrective action plan on the Grantee.

b) Record Retention

The Grantee further agrees to retain all records described in subparagraph A for a minimum period of five (5) years after the termination of this Agreement.

If any litigation, claim, negotiation, audit, monitoring, inspection or other action has been commenced before the expiration of the required record retention period, all records must be retained until completion of the action and resolution of all issues which arise from it.

6) Breach and Remedies

a) Breach of Agreement

Breach of this Agreement includes, but is not limited to, the following events:

GH
Initial Here

- i) Grantee's failure to comply with the terms or conditions of this Agreement.
- ii) Use of, or permitting the use of, HHAP-2 funds provided under this Agreement for any ineligible activities.
- iii) Any failure to comply with the deadlines set forth in this Agreement.

b) Remedies for Breach of Agreement

In addition to any other remedies that may be available to Agency in law or equity for breach of this Agreement, Agency may:

- i) Bar the Grantee from applying for future HHAP funds;
 - ii) Revoke any other existing HHAP-2 award(s) to the Grantee;
 - iii) Require the return of any unexpended HHAP-2 funds disbursed under this Agreement;
 - iv) Require repayment of HHAP-2 funds disbursed and expended under this Agreement;
 - v) Require the immediate return to Agency of all funds derived from the use of HHAP-2 funds
 - vi) Seek, in a court of competent jurisdiction, an order for specific performance of the defaulted obligation or participation in the technical assistance in accordance with HHAP-2 requirements.
- c) All remedies available to Agency are cumulative and not exclusive.
- d) Agency may give written notice to the Grantee to cure the breach or violation within a period of not less than 15 days.

7) Waivers

No waiver of any breach of this Agreement shall be held to be a waiver of any prior or subsequent breach. The failure of Agency to enforce at any time the provisions of this Agreement, or to require at any time, performance by the Grantee of these provisions, shall in no way be construed to be a waiver of such provisions nor to affect the validity of this Agreement or the right of Agency to enforce these provisions.

8) Nondiscrimination

During the performance of this Agreement, Grantee and its subrecipients shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex (gender), sexual orientation, gender identity, gender expression, race, color, ancestry, religion, creed, national origin (including language use restriction), pregnancy, physical disability (including HIV and AIDS), mental disability, medical condition (cancer/genetic characteristics), age

GA
Initial Here

(over 40), genetic information, marital status, military and veteran status, and denial of medical and family care leave or pregnancy disability leave. Grantees and Sub grantees shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Grantee and its subrecipients shall comply with the provisions of California's laws against discriminatory practices relating to specific groups: the California Fair Employment and Housing Act (FEHA) (Gov. Code, § 12900 et seq.); the regulations promulgated thereunder (Cal. Code Regs., tit. 2, § 11000 et seq.); and the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code, §§ 11135 - 11139.5). Grantee and its subrecipients shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

9) Conflict of Interest

All Grantees are subject to state and federal conflict of interest laws. For instance, Health and Safety Code section 50220.5, subdivision (i) states, " For purposes of Section 1090 of the Government Code, a representative of a county serving on a board, committee, or body with the primary purpose of administering funds or making funding recommendations for applications pursuant to this chapter shall have no financial interest in any contract, program, or project voted on by the board, committee, or body on the basis of the receipt of compensation for holding public office or public employment as a representative of the county."

Failure to comply with these laws, including business and financial disclosure provisions, will result in the application being rejected and any subsequent contract being declared void. Other legal action may also be taken. Additional applicable statutes include, but are not limited to, Government Code section 1090 and Public Contract Code sections 10410 and 10411.

- a) **Current State Employees:** No State officer or employee shall engage in any employment, activity, or enterprise from which the officer or employee receives compensation or has a financial interest, and which is sponsored or funded by any State agency, unless the employment, activity, or enterprise is required as a condition of regular State employment. No State officer or employee shall contract on his or her own behalf as an independent Grantee with any State agency to provide goods or services.
- b) **Former State Employees:** For the two-year period from the date he or she left State employment, no former State officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements, or any part of the decision-making process relevant to the contract while employed in any capacity by any State agency. For the twelve-month period from the date he or she left State employment, no former State officer or employee may enter into a contract with any State agency if he or she was employed by that State agency in a policy-making position in the same

Initial Here

general subject area as the proposed contract within the twelve-month period prior to his or her leaving State service.

- c) Employees of the Grantee: Employees of the Grantee shall comply with all applicable provisions of law pertaining to conflicts of interest, including but not limited to any applicable conflict of interest provisions of the a Political Reform Act of 1974 (Gov. Code, § 81000 et seq.).
- d) Representatives of a County: A representative of a county serving on a board, committee, or body with the primary purpose of administering funds or making funding recommendations for applications pursuant to this chapter shall have no financial interest in any contract, program, or project voted on by the board, committee, or body on the basis of the receipt of compensation for holding public office or public employment as a representative of the county.

10) Drug-Free Workplace Certification

Certification of Compliance: By signing this Agreement, Grantee hereby certifies, under penalty of perjury under the laws of State of California, that it and its subrecipients will comply with the requirements of the Drug-Free Workplace Act of 1990 (Gov. Code, § 8350 et seq.) and have or will provide a drug-free workplace by taking the following actions:

Publish a statement notifying employees and subrecipients that unlawful manufacture distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees, Grantees, or subrecipients for violations, as required by Government Code section 8355, subdivision (a)(1).

- a) Establish a Drug-Free Awareness Program, as required by Government Code section 8355, subdivision (a)(2) to inform employees, Grantees, or subrecipients about all of the following:
 - i) The dangers of drug abuse in the workplace;
 - ii) Grantee's policy of maintaining a drug-free workplace;
 - iii) Any available counseling, rehabilitation, and employee assistance program; and
 - iv) Penalties that may be imposed upon employees, Grantees, and subrecipients for drug abuse violations.
- b) Provide, as required by Government Code section 8355, subdivision (a)(3), that every employee and/or subrecipient that works under this Agreement:
 - i) Will receive a copy of Grantee's drug-free policy statement, and

GK
Initial Here

- ii) Will agree to abide by terms of Grantee's condition of employment or subcontract.

11) Child Support Compliance Act

For any Contract Agreement in excess of \$100,000, the Grantee acknowledges in accordance with Public Contract Code 7110, that:

- a) The Grantee recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
- b) The Grantee, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

12) Special Conditions – Grantees/Subgrantee

The Grantee agrees to comply with all conditions of this Agreement including the Special Conditions set forth in Exhibit D. These conditions shall be met to the satisfaction of Agency prior to disbursement of funds. The Grantee shall ensure that all Subgrantees are made aware of and agree to comply with all the conditions of this Agreement and the applicable State requirements governing the use of HHAP-2 funds. Failure to comply with these conditions may result in termination of this Agreement.

- a) The Agreement between the Grantee and any Subgrantee shall require the Grantee and its Subgrantees, if any, to:
 - i) Perform the work in accordance with Federal, State and Local housing and building codes, as applicable.
 - ii) Maintain at least the minimum State-required worker's compensation for those employees who will perform the work or any part of it.
 - iii) Maintain, as required by law, unemployment insurance, disability insurance, and liability insurance in an amount that is reasonable to compensate any person, firm or corporation who may be injured or damaged by the Grantee or any Subgrantee in performing the Work or any part of it.
 - iv) Agree to include all the terms of this Agreement in each subcontract.

13) Compliance with State and Federal Laws, Rules, Guidelines and Regulations

Initial Here

The Grantee agrees to comply with all state and federal laws, rules and regulations that pertain to construction, health and safety, labor, fair employment practices, environmental protection, equal opportunity, fair housing, and all other matters applicable and/or related to the HHAP-2 program, the Grantee, its subrecipients, and all eligible activities.

Grantee shall also be responsible for obtaining any and all permits, licenses, and approvals required for performing any activities under this Agreement, including those necessary to perform design, construction, or operation and maintenance of the activities. Grantee shall be responsible for observing and complying with any applicable federal, state, and local laws, rules or regulations affecting any such work, specifically those including, but not limited to, environmental protection, procurement, and safety laws, rules, regulations, and ordinances. Grantee shall provide copies of permits and approvals to HCFC upon request.

14) Inspections

- a) Grantee shall inspect any work performed hereunder to ensure that the work is being and has been performed in accordance with the applicable federal, state and/or local requirements, and this Agreement.
- b) HCFC reserves the right to inspect any work performed hereunder to ensure that the work is being and has been performed in accordance with the applicable federal, state and/or local requirements, and this Agreement.
- c) Grantee agrees to require that all work that is determined based on such inspections not to conform to the applicable requirements be corrected and to withhold payments to the subrecipient until it is corrected.

15) Litigation

- a) If any provision of this Agreement, or an underlying obligation, is held invalid by a court of competent jurisdiction, such invalidity, at the sole discretion of Agency, shall not affect any other provisions of this Agreement and the remainder of this Agreement shall remain in full force and effect. Therefore, the provisions of this Agreement are and shall be deemed severable.
- b) The Grantee shall notify HCFC immediately of any claim or action undertaken by or against it, which affects or may affect this Agreement or Agency, and shall take such action with respect to the claim or action as is consistent with the terms of this Agreement and the interests of Agency.

GIN
Initial Here

**Homeless Housing, Assistance, and Prevention Program Round 2 (HHAP-2)
Standard Agreement**

EXHIBIT D

SPECIAL TERMS AND CONDITIONS

- 1) All proceeds from any interest-bearing account established by the Grantee for the deposit of HHAP-2 funds, along with any interest-bearing accounts opened by subrecipients to the Grantee for the deposit of HHAP-2 funds, must be used for HHAP-2-eligible activities and reported on as required by Agency.
- 2) Per Health and Safety Code Section 50220.5 (g), any housing-related activities funded with HHAP-2 funds, including but not limited to emergency shelter, rapid-rehousing, rental assistance, transitional housing and permanent supportive housing, must be in compliance or otherwise aligned with the core components of Housing First, as described in Welfare and Institutions Code section 8255, subdivision (b). Individuals and families assisted with these funds must not be required to receive treatment or perform any other prerequisite activities as a condition for receiving shelter, housing, or other services for which these funds are used. In addition, HHAP-2 funding shall be used to adopt a Housing First approach within the entire local homelessness response system, including outreach and emergency shelter, short-term interventions like rapid re-housing, and longer-term interventions like supportive housing.
- 3) Grantee shall utilize its local Homeless Management Information System (HMIS) to track HHAP-2-funded projects, services, and clients served. Grantee will ensure that HMIS data are collected in accordance with applicable laws and in such a way as to identify individual projects, services, and clients that are supported by HHAP-2 funding (e.g., by creating appropriate HHAP-2-specific funding sources and project codes in HMIS).
- 4) Grantee shall participate in and provide data elements, including, but not limited to, health information, in a manner consistent with federal law, to the statewide Homeless Management Information System (known as the Homeless Data Integration System or "HDIS"), in accordance with their existing Data Use Agreement entered into with the Council, if any, and as required by Health and Safety Code section 50220.6. Any health information provided to, or maintained within, the statewide Homeless Management Information System shall not be subject to public inspection or disclosure under the California Public Records Act (Chapter 3.5 (commencing with Section 6250) of Division 7 of Title 1 of the Government Code). For purposes of this paragraph, "health information" means "protected health information," as defined in Part 160.103 of Title 45 of the Code of Federal Regulations, and "medical information," as defined in subdivision (j) of Section 56.05 of the Civil Code. The Council may, as required by operational

GH
Initial Here

necessity, amend or modify required data elements, disclosure formats, or disclosure frequency.

- 5) Grantee shall include in their annual report and upon request from HCFC an update on progress towards meeting goals provided within Section 4: HHAP Round 2 Goals of the HHAP-2 application. Grantees will report on these goals in a manner and format provided to Grantee by HCFC.
- 6) Grantee agrees to accept technical assistance as directed by HCFC or by a contracted technical assistance provider acting on behalf of HCFC and report to HCFC on programmatic changes the grantee will make as a result of the technical assistance and in support of their grant goals.
- 7) Grantee agrees to demonstrate a commitment to racial equity and, per Section 50222 (a)(2)(B), the grantee shall use data provided through HDIS to analyze racial disproportionality in homeless populations and, in partnership with HCFC, establish clear metrics and performance monitoring for achieving equity in provision of services and outcomes for Black, Native, and Indigenous, Latinx, Asian, Pacific Islanders and other People of Color who are disproportionately impacted by homelessness and COVID-19
- 8) Grantee should establish a mechanism for people with lived experience of homelessness to have meaningful and purposeful opportunities to inform and shape all levels of planning and implementation, including through opportunities to hire people with lived experience.

G.H.
Initial Here

Homeless Housing, Assistance, and Prevention Program Round 2 (HHAP-2)

Standard Agreement

EXHIBIT E

STATE OF CALIFORNIA GENERAL TERMS AND CONDITIONS

This exhibit is incorporated by reference and made part of this agreement. The General Terms and Conditions (GTC 04/2017) can be viewed at the following link:

<https://www.dgs.ca.gov/-/media/Divisions/OLS/Resources/GTC-April-2017-FINALapril2017.pdf?la=en&hash=3A64979F777D5B9D35309433EE81969FD69052D2>

In the interpretation of this Agreement, any inconsistencies between the State of California General Terms and Conditions (GTC - 04/2017) and the terms of this Agreement and its exhibits/attachments shall be resolved in favor of this Agreement and its exhibits/attachments.

GHL
Initial Here

ATTACHMENT 2

SCOPE OF WORK

ATTACHMENT 2 – PCIRC HHAP-2 SCOPE OF WORK

ELIGIBLE ACTIVITY 1) support operating subsidies at Ohana House Emergency & Transitional Shelter. This use of funds will allow PCIRC to reduce the high costs of emergency motel sheltering, reduce the number of days individuals remain homeless, allow participants to proceed to a second step of transitional housing and position and ready individuals to seek employment and benefits to secure permanent housing and independence. This addresses a growing gap of homeless individuals becoming stagnant in long-term motel housing due to a lack of local affordable housing.

With the assistance of HHAP-2 funding, PCIRC will be able to address and meet Goal 1-A of the 2019-2024 Strategic Plan for Plumas County which aims to expand the capacity for housing and homeless prevention services across Plumas County. Ohana House serves as an emergency and transitional shelter and reduces the number of nights individuals are homeless, provides intensive case management services to engage participants in workforce/benefits/life skills to prepare for transition to permanent housing and financial independence.

Goals include:

- Providing access to prevention and diversion services to a minimum of 15 homeless individuals annually for a total of 45 participants over a 3-year period.
- Provide access to emergency beds through shelter services and support.
- Decrease the percent of our jurisdiction's total homeless population that is unsheltered by 5% annually (1,529 regionally in NorCal CoC PIT 2020).
- Continue to build the capacity of homeless services providers in the region.

The program anticipates serving a minimum of 15 individuals annually at Ohana House for a total over a three-year period of 45 homeless individuals. Plumas County Behavioral Health Department has been spearheading Project Roomkey type activities for permanent housing pathways, although Plumas County is not a direct Project Roomkey participant. PCIRC works closely with the Behavioral Health Department funded through MHSA dollars and other state funding. Braided funding and agency collaboration assures transition to permanent housing combined with intensive case management for individual and family success keeps program participants permanently housed. These efforts reduce returns to homelessness, emergency shelter and congregate housing.

GRANT ADMINISTRATION: *Note, Plumas County will support the HHAP funds with administrative assistance.*

ATTACHMENT 3

BUDGET

BUSINESS, CONSUMER SERVICES AND HOUSING AGENCY
 HOMELESS COORDINATING AND FINANCING COUNCIL (REV 9/18)
 915 Capitol Mall, Suite 350-A
 Sacramento, CA 95814
 Phone: (916) 653-4090
 Fax: (916) 653-3815



HOMELESS HOUSING, ASSISTANCE AND PREVENTION ROUND 2 FUNDING ATTACHMENT 3 - BUDGET

Contract Number

21-HHAP-00075

Invoice Number

21-HHAP-00075

Grantee Name:

County of Plumas

Attention to:

Planning Department

Address:

555 Main Street

City/State/Zip:

Quincy, CA 95971

Expiration Date:

6/30/2026

Contact Person:

Tracey Ferguson

Contact Person Title:

Planning Director

E-mail:

traceyferguson@countyofplumas.com

Phone No.:

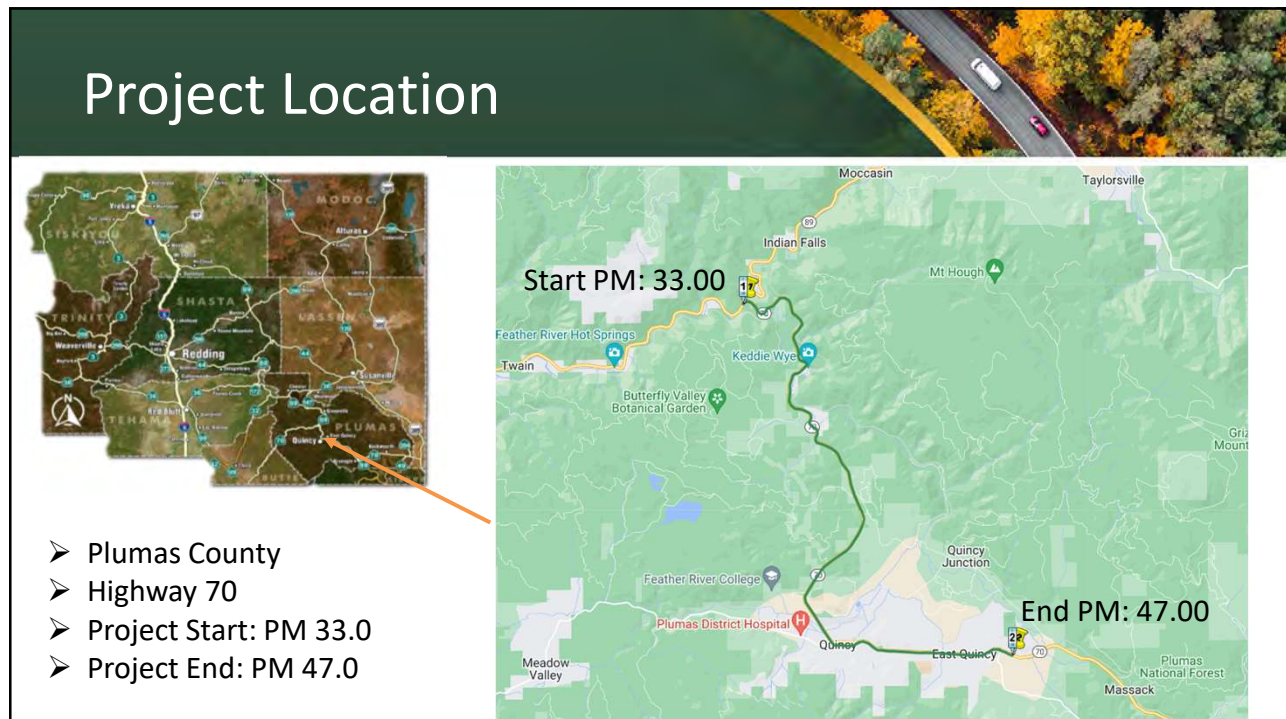
530-283-6214

HOMELESS HOUSING, ASSISTANCE AND PREVENTION FUNDING BREAKDOWN

AWARD	
Eligible Use Category per § HSC 50220.5(d)	Draw Amount
Operating subsidies	\$21,345.00
Administrative costs to administer the program allocation (up to 7%)	\$1,604.00
Youth Set Aside (8%)	\$1,835.92
TOTAL:	\$22,949.00



1



2

Need & Purpose

Need: Based on the 2019 APCS data, this project triggers for a Minor Pavement Rehab with a predicted SHOPP effectiveness of 96.1% and a Rehab Effectiveness of 8.42% in the anticipated delivery year (2028). All pavement is predicted as “Fair” beginning in 2027.

Purpose: To restore the pavement to a state of good repair that will require minimal maintenance. This should be considered a good candidate for a Minor Pavement Rehab (CAPM).

3

Asset Management Estimate



Total Project Estimate: **39M to 55M**



Construction Capital Cost: **26M to 37M**

4

SCOPE OVERVIEW

- Pavement Rehabilitation
- Guardrail Replacement
- Drainage work
- ITS elements
- ADA
- Lighting and Signs
- Complete Street Elements

5

PAVEMENT REHABILITATION

Rural Segment (PM 33.0/42.8)

- Overlay EP-to-EP with 0.20' of HMA



Downtown Segment (PM 42.8/47.0)

- Cold Plane 0.2' and Pave 0.2' HMA curb/EP to curb/EP

*EP: Edge of Pavement
HMA: Hot Mix Asphalt

6

Guardrail

- Approximately **14,870** LF of existing Wooden and steel guardrail to be removed and replaced with current standard **MGS** (Midwest Guardrail System).
- Bridge Transitions: 8 new bridge transition anchor blocks and 2 new bridge transition details.



7

Drainage

- There are around 112 culverts in the project limits.
- Around 30% of those culverts might need to be repaired or replaced as required.
- Some culverts might need to be upgraded.



8

ITS

- Upgrade 7 existing field elements

EMS	PLU-070-PM45.23	East of Quincy	\$100,000	Upgrade: Other
EMS	PLU-070-PM42.08	West Quincy	\$35,000	Upgrade: Technology
EMS	PLU-070-PM32.97	West of SR70-SR89	\$100,000	Upgrade: Other
EMS	PLU-089-PM8.72	SR70-SR89	\$20,000	Upgrade: Technology
HAR	PLU-070-PM45.24	Quincy	\$125,000	Upgrade: Other
HAR	PLU-070-PM33.00	Greenville Wye	\$125,000	Upgrade: Other
CCTV	PLU-070-PM33.04	SR70-SR89	\$125,000	Upgrade: Other

- Add one new ITS element

EMS	PLU-070-PM33.10	East of SR70-SR89	\$100,000	New
-----	-----------------	-------------------	-----------	-----

9

ADA (Americans with Disabilities Act)

- Approximately 84 ADA ramps that are non-compliant will need to be reconstructed.



10

Lighting and Sign

- Approximately 119 signs to be replaced
- Lighting in Quincy to be upgraded as per current standards.
- Adding new lighting in Quincy where required.



11

Complete Streets

- Complete Streets include: pedestrian, bicycle and transit facilities.
- This project would include a bicycle path from US Forest Service Ranger station to downtown Quincy.
- Proposed Intersection Improvement on Crescent St. between Lawrence St. and Mai St.
- Rebuild the sidewalks in Quincy as per current standards



12

Caltrans District 2 Office of Complete Streets



Tamy Quigley
Leads the Office of Complete Streets



13

Topics I will cover today



Background

Community & Agency Engagement

What We Heard

Next Steps



14

Background



- The Quincy Capm Project
 - Is a 2024 SHOPP Candidate and a Project Initiation Document (PID) is being written
 - Project will go to construction in 2028
 - Need to address assets in poor condition
 - Pavement is the anchor asset driving this project
 - All assets in project limits are evaluated
 - Goal is to bring assets in poor to good condition
 - My office focused on the Complete Street assets within the project limits
 - Class I, II, II Buffered, IV, Sidewalks, Crosswalks (see last page for description)
- Goals
 - Connect with the community and transportation partners on Complete Street needs
 - Gather input for Complete Streets to be considered in the project



15

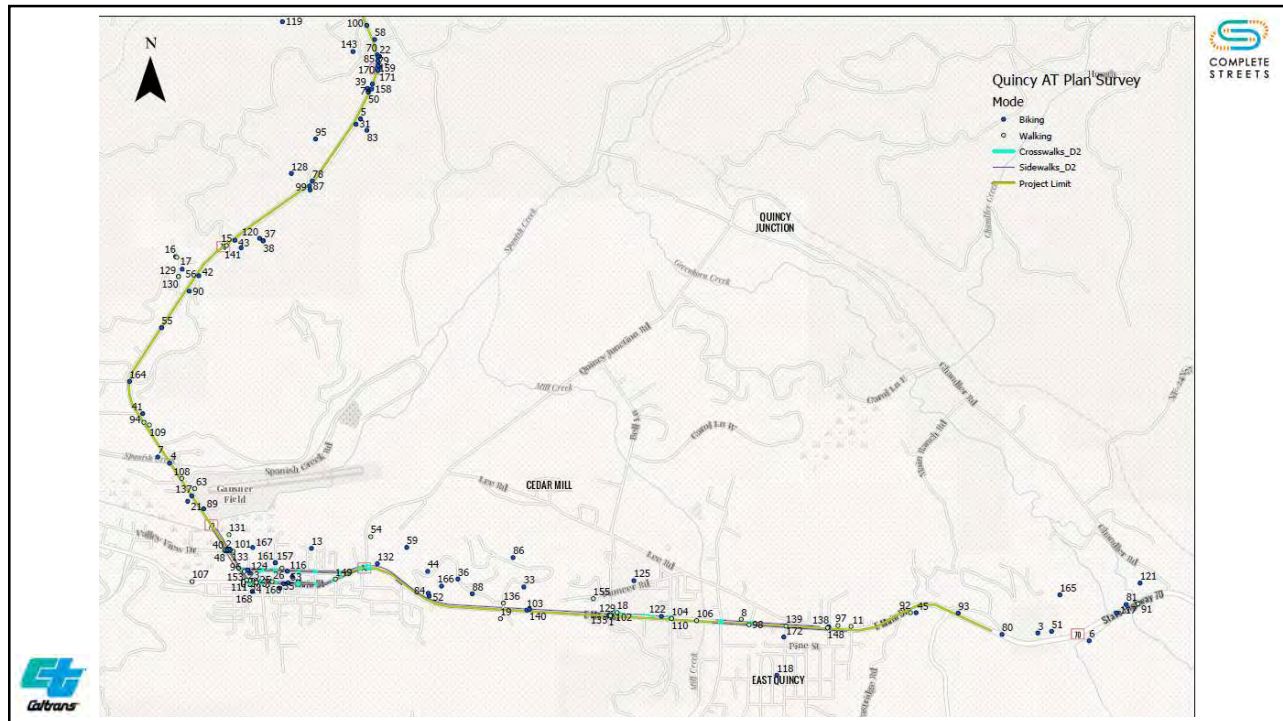
Background



- Funding
 - Caltrans able to include Complete Streets Elements starting in the 2024 SHOPP
 - A need to prioritize Complete Street Elements in order to determine what can be afforded / included
 - Programmable vs non-programmable
- Engagement
 - Learning of this project we began public and partner engagement in February 2021 – online survey resulted in over 170 comments
 - Comments organized in packets
 - Several coordination meetings with staff
 - Public engagement held in Quincy on June 22, 2022
 - Summary can be provided once finalized



16



17

Community & Local Engagement

- February 2021 Caltrans launched and promoted the online CAT Plan survey
 - Over 170 Responses
- 2021 / 2022 Agency Coordination
 - Complete Streets and Operational Discussions
- June 2022
 - In person Community Engagement
 - Caltrans D2 & PCTC Staff Co-Host
 - 18 community members attended
 - Outstanding feedback

A photograph showing a group of people, including Caltrans and PCTC staff, engaged in a community meeting. They are gathered around a table, looking at a large map or plan, and discussing the project. The setting appears to be a community center or a public meeting space.

18



What We Heard

- The Online Survey captures comments in categories for walking and biking that can be found in the packet.
 - Areas of concerns and interest were used in identifying Complete Street considerations
- In person engagement identified complete street consideration both on the State Highway System and on Local Roads
 - Were captured in Walking, Bicycling, Safety, Tourism



19



What We Heard


• Walking

Residence of Quincy had communicated their concerns of pedestrian travel throughout the Downtown/Couplet area due to factors including lack of sidewalks, crossings, and lighting. Quincy offers multiple shopping experiences and dining establishments; it was mentioned several times during our discussion that often Quincy residence prefer to drive to town rather than to walk due to these factors.

Perpendicular to Lawrence Avenue crossing Hwy 70 is of major concern for pedestrians trying to cross. Multiple people had stated that crossing from the West Quincy neighborhood to the downtown area is uncomfortable due to high speeds, logging trucks, no lighting, and no pedestrian crossings. In addition, residents during this discussion mentioned that walking with children is also stressful due to this current existing infrastructure.



20




What We Heard

- **Bicycling**


Bicycling in Quincy offers cyclist an exceptional view of Plumas County and an emission-free transportation method to get around town and trail connections. Through the engagement events cyclists noted that there can be major improvements through the Caltrans Complete Streets efforts to help provide a connected network.

Highway shoulder widths are of the biggest concerns to the bicyclist community as they are often too narrow to cycle comfortably. It is typical that a strong and confident bicyclist can navigate these narrow highway shoulders, but other riders may not be able to.

The main takeaway from these events was the request to offer a Class 1 bike path for riders of all abilities to enjoy and commute, as well as widen shoulders where the bike path would not be built to ensure safety and confidence for cyclist.



21




What We Heard

- **Safety**

One of the most influential community feedback the Caltrans D2 team and PCTC team received was concerns of pedestrian safety in and around Quincy. Multiple people had noted that the lack of adequate crossings and lighting in the couplet area (Main St. and Lawrence Ave.) as a major concern and a factor causing individuals to drive single-occupancy vehicles rather than walk or bike.

Outside of the couplet area, there had been comments regarding auto and truck speeds as these vehicles travel in and out of the Downtown Quincy area. These excess speeds, coupled with the lack of well-lit crossings, is also a major concern of Quincy residents and tourist alike.



22



What We Heard

• Tourism

Complete Streets elements being considered in the Quincy Capm project can directly affect the tourism industry within the town.

Access to safe bike paths, sidewalks, and well-lit crossings can attract more individuals who come to this region for recreational purposes.

This theme of increasing tourism and economic drivers through Complete Streets element had been mentioned several times during the open house event, where individuals mentioned that although people traveling through out of town stay in Quincy, they do not feel comfortable walking or biking to shops and restaurants due to high truck traffic and limited crossings and shoulder width.

Event guests also mentioned thought that signage and wayfinding demonstrations on Hwy 70 for cultural, historical, and environmental points of interest would help encourage people to stay in town, increasing tourism and benefiting the local economy.



23



Next Steps

- Hear PCTC and BOS concerns / comments / suggestions
- Finalize Complete Street priorities with Agency staff
- Caltrans Team moves the Project Initiation Document (PID) forward with recommendations of programmable and non-programmable considerations for the Complete Streets aspects of this project.



24

Questions?



tamy.quigley@dot.ca.gov

530-768-4210

D2Bike@dot.ca.gov



25

Bikeway Characteristics

Class I Bike Path	Separated facility exclusive for bikes and peds
Class II Bike Lane or Buffered Bike Lane	Striped or buffered lane for one-way bike travel on street or highway
Class IV Separated Bikeway	Exclusive use of bikes with horizontal and vertical separation



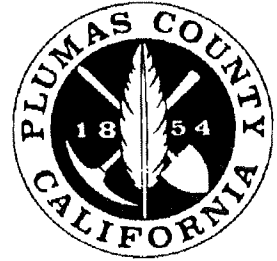
26

DEPARTMENT OF HUMAN RESOURCES

520 Main Street, Room 115, Quincy, California 95971

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

Email: naucyselvage@countyofplumas.com



DATE: June 30, 2022

TO: The Honorable Board of Supervisors

FROM: Nancy Selvage, Human Resources Director

SUBJECT: AGENDA ITEM FOR BOARD OF SUPERVISORS MEETING OF JULY 19, 2022

RE: APPPROVE RESOLUTION TO AMEND VICTIM WITNESS ADOVATE AND VICTIM WITNESS COORDINATOR REVISED JOB DESCRIPTIONS FOR THE TRANSFER FROM THE SHERIFF'S DEPARTMENT TO THE DISTRICT ATTORNEY [View Item](#)

RE: APPROVE RESOLUTION TO AMEND BEHAVIORAL HEALTH SYSTEMS ANALYST JOB DESCRIPTION [View Item](#)

IT IS RECOMMENDED THAT THE BOARD:

The Victim Witness job classifications are moving from Sheriff's oversight to the District Attorney's department. This will be effective July 5, 2022 by Board of Supervisors Resolution. Few changes were made to the job description, but small changes reflect this departmental move and I have added the relevant Penal Code to both job descriptions. The three (3) job description changes are minor and there are no changes to the pay schedules.

I am requesting Board of Supervisors approval for the following three (3) job descriptions:

- Victim Witness Advocate
- Victim Witness Coordinator
- BH Systems Analyst

BACKGROUND AND DISCUSSIONS

Subject: Victim Witness Transfer to the District Attorney's authority and the job classifications to reflect these updates.

In California, 54 of the 58 counties house their Victim Witness Program in the District Attorney's Office. Such an arrangement best serves the victims of crime as the District

Attorney's Office is uniquely positioned to provide support allowing the Victim Witness Program to meet its statutory obligations. This support includes victim and case information from the charging of a criminal case to its conclusion. The statutory obligations for Victim Witness are set forth in Section 13835.5 of the Penal Code which lists 14 mandatory and 10 optional services (a copy of the statute is attached). The majority of the mandatory services occur contemporaneously with a criminal prosecution. As the vast majority of California counties have recognized, the very best approach to assist and respect the needs of the victims of crime is to place the Victim Witness Program in the District Attorney's Office.

The Sheriff and the District Attorney have been working closely on this transfer and both are in agreement. The Victim Witness grantor, the California Office of Emergency Services (Cal-OES) has been briefed concerning this proposed transition and has demonstrated agreement, if not enthusiasm, for such a move.

Both positions needed minor updated job descriptions and the wages will not be changing. I am seeking Board of Supervisors approval for the updated job descriptions.

Subject: Behavioral Health Systems Analyst

The previous BH Director, Tony Hobson requested a change to the qualifications for this position. Changing the years of experience from two to four, and adding the "or" to the educational requirements align with this position. I will take this position to the Board of Supervisors to request approval of the updated job description on July 19, 2022.

Attached Job Descriptions:

Exhibit A: Victim/Witness Advocate, Victim/Witness Coordinator, and backup

Exhibit B: Behavioral Health Systems Analyst, and backup

RESOLUTION NO. 2022- _____

**RESOLUTION TO AMEND PLUMAS COUNTY JOB CLASSIFICATIONS PLAN FOR
VICTIM WITNESS ADVOCATE, VICTIM WITNESS COORDINATOR, AND
TRANSFER JOB CLASSIFICATION TO DISTRICT ATTORNEY'S DEPARTMENT
FUND #20420 AMENDING FISCAL YEAR 2022/2023 POSITION ALLOCATION FOR
DISTRICT ATTORNEY DEPARTMENT FUND #20420**

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

WHEREAS, these positions are necessary in the daily operational needs of the District Attorney's Department; and

WHEREAS, the Human Resources Director has amended the job classification plan, revised the job descriptions, and position allocation to reflect the transfer to the District Attorneys department and;

WHEREAS, this request was brought to the attention of the Human Resources Director who is now requesting approval of this resolution to amend the Fiscal Year 2022/2023 Position Allocation for fund #20420; and

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

1. Approve amended job classifications for Victim Witness Advocate and Victim Witness Coordinator;
2. Approve the amendments to the Fiscal Year 2022/2023 Position Allocation for Fund #20420;
3. Fund #20420 is transfer from the Sheriff's Office to the District Attorney.

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 on the 19th day of July, 2022 by the following vote:

AYES: Supervisors:
NOES: Supervisors:
ABSENT: Supervisors:

Kevin Goss Chair, Board of Supervisors

Heidi White, Clerk of the Board of Supervisors

PLUMAS COUNTY

Revised: 6/2022

VICTIM/WITNESS ADVOCATE

DEFINITION

Under general direction, to provide crisis intervention, emergency assistance, resource and referral counseling, and follow-up counseling for victims and witnesses of crimes and domestic violence situations in accordance with the Victim/Witness Program as set forth in Section 13835.5 of the Penal Code; to assist with the development of community resources for victim/witness assistance; to represent the Victim/Witness Program with community organizations and agencies; and to do related work as required.

DISTINGUISHING CHARACTERISTICS

Positions in this class are responsible for providing a variety of victim/witness and program support services for the Victim/Witness Program. Incumbents may be on 24-hour call.

REPORTS TO

District Attorney

CLASSIFICATIONS DIRECTLY SUPERVISED

None.

VICTIM/WITNESS ADVOCATE - 2

EXAMPLES OF DUTIES

- Provides counseling and crisis intervention support for program clients.
- Interviews victims and witnesses of crimes, advising them of restitution rights and the availability of services.
- Assesses needs and makes referrals to appropriate community resources and organizations.
- Provides orientation on the criminal justice system, court assistance and support, and case status/disposition for program clients.
- Arranges for return of property held as evidence.
- Assists with crime compensation claims.
- Arranges for temporary child care, transportation, and/or emergency food and shelter for program clients.
- Explains program procedures, policies, and services.
- May accompany victim/witness to the court, providing advocacy with attorneys and other law enforcement agencies.
- Assists victims with preparation and presentation of victim impact statements.
- Promotes the Victim/Witness Program in the local community.
- Works with community organizations to develop resources and appropriate referral services for victims and witnesses.
- Makes presentations as necessary.
- Maintains liaison with other law enforcement agencies.
- Maintains program records and enters data into a computer system.

TYPICAL PHYSICAL REQUIREMENTS

Sit for extended periods; frequently stand and walk; normal manual dexterity and eye-hand coordination; corrected hearing and vision to normal range; verbal communication; use of office equipment including computers, telephones, calculators, copiers, and FAX.

TYPICAL WORKING CONDITIONS

Work is performed in an office; occasionally works outside; continuous contact with staff and the public.

VICTIM/WITNESS ADVOCATE - 3

DESIRABLE QUALIFICATIONS

Knowledge of:

- Rules and regulations governing victim/witness services and programs.
- Community needs for victim/witness services.
- Functions of public law enforcement agencies and the criminal justice system.
- Principles of providing assistance to victims and witnesses of crimes.
- Client problems requiring referral to other organizations and support services.
- Interviewing and record keeping techniques.

Ability to:

- Provide a variety of client and program support services for the Victim/Witness Program.
- Interview people, identify needs, and make appropriate referrals.
- Analyze and interpret laws and regulations related to victim/witness services.
- Gather, organize, analyze, and present a variety of data and information.
- Prepare, clear, concise and accurate records and reports.
- Communicate with others from diverse socio-economic and cultural backgrounds.
- Elicit factual information from applicants and recipients in difficult circumstances of deprivation or emotional disturbance.
- Assist with development of community referral resources for program clients.
- Effectively represent victim/witness programs in contacts with service providers, the public, community organizations, and other government's agencies.
- Establish and maintain cooperative working relationships.

Training and Experience:

Two (2) years of responsible work experience in dealing with victims and witnesses of crimes, or within the criminal justice system.

Advanced education in social or behavioral science, criminology, public administration, or administration of justice is highly desirable. 12 Semester units in an appropriate field may be substituted for one (1) year of the required experience.

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 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.

Last Revised 10/2000

VICTIM/WITNESS COORDINATOR

DEFINITION

Under general direction, to plan, organize, and supervise the work of staff assigned to provide victim/witness services as set forth in Section 13835.5 of the Penal Code; to develop community resources for victim/witness assistance; to represent the Victim/Witness program with community organizations and agencies; and to do related work as required.

DISTINGUISHING CHARACTERISTICS

This is a single-position class responsible for the day-to-day operations of the Victim/Witness Program. Overall program direction and policies are provided by the District Attorney. The position's primary emphasis is on staff supervision, development of community resources, and program administration. The incumbents may also provide individual services to victims and witnesses.

REPORTS TO

District Attorney

CLASSIFICATIONS DIRECTLY SUPERVISED

Victim/Witness Advocate and Secretary

VICTIM/WITNESS COORDINATOR - 2

EXAMPLES OF DUTIES

- Provides services pursuant to Section 13835.5 of Penal Code;
- Plans, organizes, coordinates, and oversees the Victim/Witness Program; ensures that legislative mandates are achieved;
- works with the District Attorney in the development of policies and guidelines;
- Supervises Victim/Witness Advocate personnel;
- Evaluates training needs and plans training activities;
- Works with community organizations to develop resources and appropriate referral services for victims and witnesses;
- Develops methods for explaining and promoting services;
- Maintains liaison with law enforcement agencies;
- provides professional and technical consultation on program matters;
- Assists with the development and monitoring of grant monies;
- Ensures proper expenditure controls;
- Provides individual services to victims and witnesses of crimes;
- Assesses victim and witnesses needs and provides referrals to support agencies for further assistance;
- Performs a variety of victim/witness administrative and support functions.

TYPICAL PHYSICAL REQUIREMENTS

Sit for extended periods; frequently stand and walk; normal manual dexterity and eye-hand coordination; corrected hearing and vision to normal range; verbal communication; use of office equipment including computers, telephones, calculators, copiers, and FAX.

TYPICAL WORKING CONDITIONS

Work is performed in an office; occasionally works outside; continuous contact with staff and the public.

WITNESS COORDINATOR – 3

DESIRABLE QUALIFICATIONS

Knowledge of:

- Rules and regulations governing victim/witness services and programs.
- Functions of public law enforcement agencies and the criminal justice system.
- Principles of providing assistance to victims and witnesses of crimes.
- Community needs for victim/witness services.
- Program development, monitoring, and evaluation.
- Client problems requiring referral to other organizations and support services.
- Interviewing and record keeping techniques.
- Public personnel administration.
- Principles of supervision, training, and staff development.

Ability to:

- Plan, organize, and direct the functions of the Victim/Witness program.
- Analyze case problems, evaluate the effectiveness of staff efforts, and provide consultation to staff in solving problems.
- Interview people, identify needs, and make appropriate referrals.
- Analyze and interpret laws and regulations related to victim/witness services.
- Gather, organize, analyze, and present a variety of data and information.
- Prepare, clear, concise and accurate records and reports.
- Communicate with others from diverse socio-economic and cultural backgrounds.
- Elicit factual information from applicants and recipients in difficult circumstances of deprivation or emotional disturbance.
- Develop community referral resources for program clients.
- Effectively represent victim/witness programs in contacts with service providers, the public, community organizations, and other government's agencies.
- Establish and maintain cooperative working relationships.

VICTIM/WITNESS COORDINATOR - 4

Training and Experience:

Two (2) years of progressively responsible work experience in dealing with victims and witnesses of crimes, or within the criminal justice system equivalent to a Victim Witness Advocate with Plumas County.

Advanced in social or behavioral science, criminology, public administration, or administration of justice is highly desirable. Twelve (12) semester units in an appropriate field may be substituted for one (1) year of the required experience.

Special Requirement:

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 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.

RESOLUTION NO. 2022-_____

**RESOLUTION TO AMEND PLUMAS COUNTY JOB CLASSIFICATIONS PLAN FOR
BEHAVIORAL HEALTH SYSTEMS ANALYST**

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

WHEREAS, these positions are necessary in the daily operational needs of the Behavioral Health Department; and

WHEREAS, the Human Resources Director has amended the job classification plan, by revising the job description; and

WHEREAS, this request was brought to the attention of the Human Resources Director who is now requesting approval of this resolution to amend the Fiscal Year 2022/2023 Job Classification Plan; and

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

Approve amended job description for Behavioral Health Systems Analyst for Plumas County's job Classification Plan.

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 on the 19^h day of July, 2022 by the following vote:

AYES: Supervisors:

NOES: Supervisors:

ABSENT: Supervisors:

Kevin Goss Chair, Board of Supervisors

Heidi White, Clerk of the Board of Supervisors

PLUMAS COUNTY

REVISED: 06/2022

BEHAVIORAL HEALTH SYSTEMS ANALYST

DEFINITION

Under general supervision, the Health Information Systems Analyst efficiently uses health information technology (HIT) to support patient-centered care delivery; ensures electronic health record (EHR) implementation and optimization; utilizes quality improvement methodology, including workflow assessment and workflow redesign; ensures the efficient operation and integrity of automated information systems; analyzes, investigates and resolves computer-related problems; provides training and instruction on programs and procedures; and performs related work as required.

DISTINGUISHING CHARACTERISTICS

This is a single level classification. Incumbents perform basic computerized information system helpdesk duties, implement EHR, ICD10 and EHR reporting modules for quality improvement and billing. This position requires excellent troubleshooting and decision-making skills, self-motivation and the use of sound judgment and discretion at all times. Incumbents may perform computer development, installation and maintenance work, with a high degree of independence.

REPORTS TO

Behavioral Health Quality Improvement / Compliance Manager

CLASSIFICATIONS DIRECTLY SUPERVISED

None

BEHAVIORAL HEALTH SYSTEMS ANALYST – 2

EXAMPLES OF DUTIES:

- Acts as a consultant to health information technology (HIT) practices to assist in restructuring clinical and business workflows to optimize the implementation of HIT in these offices.
- Coordinates task-related efforts by creating, joining and/or leading supporting partnerships and facilitating ongoing discussions and initiatives with the appropriate stakeholders on comparable HIT restructuring and/or improvement efforts.
- Coordinates and shares information and resources (data, communications, hardware and software), avoiding duplication of efforts and resources, minimizing inconsistencies, reducing burden on the participants, and developing and deploying strategies that are cost effective and improve HIT utilization and efficiencies, cultural competencies and other related measures.
- Acts as a resource person for users by answering questions and resolving problems related to the use, application, and operation of automated information systems.
- Diagnoses problems to determine if the cause is due to the system, software, hardware or other source, and corrects them. Refers more difficult problems to appropriate personnel or vendors.
- Researches regulations, procedures and/or technical reference materials as necessary.
- Meets with staff regarding systems usage, improvements, modifications, maintenance, and operations needed for and efficient computer system.
- Recommends necessary hardware and software changes, and perform systems upgrades.
- Works with computer support personnel in identifying problems with the system, programs, PC's or printers.
- Documents and tracks system problems, and writes the reports on issues.
- Writes, or assists in writing and revising, procedures, instructional materials and staff development tools for system-related training.
- Performs related duties as assigned.

TYPICAL PHYSICAL REQUIREMENTS

Sit for extended periods; frequently stand, walk, stoop, kneel, and crouch; physical ability to lift and carry objects weighing up to 40 pounds; normal manual dexterity and eye-hand coordination; corrected hearing and vision to normal range; verbal communication; use of office equipment including computers, telephones, calculators, copiers, and FAX.

BEHAVIORAL HEALTH SYSTEMS ANALYST – 3

TYPICAL WORKING CONDITIONS

Work is performed in an office environment; occasionally works outside; exposure to electrical energy and dust; continuous contact with staff and the public.

DESIRABLE QUALIFICATIONS

Knowledge of:

- Computer terminals.
- Microcomputer hardware and software.
- Desktop and network operating systems.
- Electronic health records software and systems.
- Regulations and procedures related to specific automated information systems utilized by assigned department.
- Work methods and techniques employed by department staff including documentation and reporting requirements.
- Terminology relating to computer software, hardware, and peripheral equipment.
- HIPAA and CFR 42 requirements for health information technology

Ability to:

- Evaluate and interpret automated information systems from a user perspective.
- Analyze departmental data system needs and requirements.
- Identify goals and objectives, and problems; examine alternatives; and, develop conclusions and recommendations.
- Implement solutions.
- Prepare clear and concise reports, documentation and other written materials.
- Read and comprehend written material on a wide variety of technical subjects.
- Coordinate with HER vendor and navigate related software systems.
- Perform routine installations of computer equipment and related peripherals, install common software, and troubleshoot common failures.
- Identify, evaluate and research operational problems, make recommendations for change.
- Organize, prioritize, schedule, and coordinate workflow to meet production deadlines.
- Establish and maintain effective working relationships with all persons contacted during the course of work.
- Maintain confidentiality of information.
- Communicate clearly and concisely, both orally and in writing.

BEHAVIORAL HEALTH SYSTEMS ANALYST – 4

TRAINING AND EXPERIENCE

Four (4) years previous training and/or work experience with health information systems, clinical office workflow, HIT project management, computer hardware, software, and computerized information systems.

OR

A degree in MIS, computer science, engineering, or a healthcare discipline from an accredited four-year college or university.

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.

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 SYSTEMS ANALYST

DEFINITION

Under general supervision, the Health Information Systems Analyst efficiently uses health information technology (HIT) to support patient-centered care delivery; ensures electronic health record (EHR) implementation and optimization; utilizes quality improvement methodology, including workflow assessment and workflow redesign; ensures the efficient operation and integrity of automated information systems; analyzes, investigates and resolves computer-related problems; provides training and instruction on programs and procedures; and performs related work as required.

DISTINGUISHING CHARACTERISTICS

This is a single level classification. Incumbents perform basic computerized information system helpdesk duties, implement EHR, ICD10 and EHR reporting modules for quality improvement and billing. This position requires excellent troubleshooting and decision-making skills, self-motivation and the use of sound judgment and discretion at all times. Incumbents may perform computer development, installation and maintenance work, with a high degree of independence.

REPORTS TO

Behavioral Health Quality Improvement / Compliance Manager

CLASSIFICATIONS DIRECTLY SUPERVISED

None

BEHAVIORAL HEALTH SYSTEMS ANALYST – 2

EXAMPLES OF DUTIES:

- Acts as a consultant to health information technology (HIT) practices to assist in restructuring clinical and business workflows to optimize the implementation of HIT in these offices.
- Coordinates task-related efforts by creating, joining and/or leading supporting partnerships and facilitating ongoing discussions and initiatives with the appropriate stakeholders on comparable HIT restructuring and/or improvement efforts.
- Coordinates and shares information and resources (data, communications, hardware and software), avoiding duplication of efforts and resources, minimizing inconsistencies, reducing burden on the participants, and developing and deploying strategies that are cost effective and improve HIT utilization and efficiencies, cultural competencies and other related measures.
- Acts as a resource person for users by answering questions and resolving problems related to the use, application, and operation of automated information systems.
- Diagnoses problems to determine if the cause is due to the system, software, hardware or other source, and corrects them. Refers more difficult problems to appropriate personnel or vendors.
- Researches regulations, procedures and/or technical reference materials as necessary.
- Meets with staff regarding systems usage, improvements, modifications, maintenance, and operations needed for an efficient computer system.
- Recommends necessary hardware and software changes, and perform systems upgrades.
- Works with computer support personnel in identifying problems with the system, programs, PC's or printers.
- Documents and tracks system problems, and writes the reports on issues.
- Writes, or assists in writing and revising, procedures, instructional materials and staff development tools for system-related training.
- Performs related duties as assigned.

TYPICAL PHYSICAL REQUIREMENTS

Sit for extended periods; frequently stand, walk, stoop, kneel, and crouch; physical ability to lift and carry objects weighing up to 40 pounds; normal manual dexterity and eye-hand coordination; corrected hearing and vision to normal range; verbal communication; use of office equipment including computers, telephones, calculators, copiers, and FAX.

BEHAVIORAL HEALTH SYSTEMS ANALYST – 3

TYPICAL WORKING CONDITIONS

Work is performed in an office environment; occasionally works outside; exposure to electrical energy and dust; continuous contact with staff and the public.

DESIRABLE QUALIFICATIONS

Knowledge of:

- Computer terminals.
- Microcomputer hardware and software.
- Desktop and network operating systems.
- Electronic health records software and systems.
- Regulations and procedures related to specific automated information systems utilized by assigned department.
- Work methods and techniques employed by department staff including documentation and reporting requirements.
- Terminology relating to computer software, hardware, and peripheral equipment.
- HIPAA and CFR 42 requirements for health information technology

Ability to:

- Evaluate and interpret automated information systems from a user perspective.
- Analyze departmental data system needs and requirements.
- Identify goals and objectives, and problems; examine alternatives; and, develop conclusions and recommendations.
- Implement solutions.
- Prepare clear and concise reports, documentation and other written materials.
- Read and comprehend written material on a wide variety of technical subjects.
- Coordinate with HER vendor and navigate related software systems.
- Perform routine installations of computer equipment and related peripherals, install common software, and troubleshoot common failures.
- Identify, evaluate and research operational problems, make recommendations for change.
- Organize, prioritize, schedule, and coordinate workflow to meet production deadlines.
- Establish and maintain effective working relationships with all persons contacted during the course of work.
- Maintain confidentiality of information.
- Communicate clearly and concisely, both orally and in writing.

BEHAVIORAL HEALTH SYSTEMS ANALYST – 4

TRAINING AND EXPERIENCE

Four 4

Two (2) years previous training and/or work experience with health information systems, clinical office workflow, HIT project management, computer hardware, software, and computerized information systems.

OR

A Bachelor's Degree in MIS, computer science, engineering, or a healthcare discipline from an accredited four-year college or university.

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.

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.

DEPARTMENT OF HUMAN RESOURCES

520 Main Street, Room 115, Quincy, California 95971

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

Email: nancyselvage@countyofplumas.com



DATE: July 12, 2022

TO: The Honorable Board of Supervisors

FROM: Nancy Selvage, Human Resources Director

SUBJECT: AGENDA ITEM FOR BOARD OF SUPERVISORS MEETING OF
JULY 19, 2022

**RE: APPROVE RESOLUTION FOR NEW GRANT MANAGER
JOB CLASSIFICATION BASE WAGE \$35.00 AN HOUR, AND
AUTHORIZE HUMAN RESOURCES TO RECRUIT AND FILL
GRANT MANAGER POSITION.**

IT IS RECOMMENDED THAT THE BOARD:

Approve the attached resolution approving new job classification, Grant Manager, \$35.00 base wage and authorize Human Resources to recruit to fill the position.

BACKGROUND AND DISCUSSIONS

This position is "At Will" and is to manage the American Rescue Plan Act (ARPA) funds for the duration of this grant, ending December 31, 2026.

In addition to managing the ARPA funding, this position is to look for grant opportunities with funding relevant to Plumas County services and projects. The additional administrative costs associated with each grant will continue to support the cost of this position with the goal of sustaining the Grant Manager position past the ARPA deadline.

The position is under the general direction of the County Administrative Officer and Board of Supervisors.

Attachments:

Resolution

Exhibit A – Grant Manager Job Description

RESOLUTION NO. 2022 - _____

**APPROVE RESOLUTION FOR NEW GRANT MANAGER JOB
CLASSIFICATION, BASE WAGE \$35.00**

WHEREAS, Plumas County Personnel Rule 5 provides amendments to be made by resolution of the classification plan covering all positions in the County service; and

WHEREAS, during the fiscal year needs may arise to amend the Classification Plan; and

WHEREAS, the Human Resources Director created a new job classification for an Grant Manager, base wage \$35.00; and

WHEREAS, the position is under the general direction of the County Administrative Officer and Board of Supervisor; and

WHEREAS, this position is “At Will” and is to manage the American Rescue Plan Act (ARPA) funds for the duration of this grant, December 31, 2026, and to seek additional grant opportunities in order to sustain funding beyond the ARPA sunset date for this position.

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

Approve Resolution adding the attached job description of Grant Manager to the County’s classification plan.

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 19th day of July, 2022 by the following vote:

AYES: Supervisors

NOES: Supervisors

ABSENT: Supervisors

Kevin Goss, Chair, Board of Supervisors

ATTEST:

Heidi White, Clerk of the Board

PLUMAS COUNTY

NEW: 5/2022

GRANT MANAGER

DEFINITION

This is a professional position working independently and with an interdepartmental team to perform community engagement, planning, design, contract/grant administration, reporting, and other project management tasks. This position must bring broad technical skills, extensive experience in grant and/or project management, and a strong passion for public service.

DISTINGUISHING CHARACTERISTICS

This position is an ARPA grant funded, at-will, limited term position based on available grant funding through 2025. The Grant Manager provides daily administration of the federally funded American Rescue Plan (ARPA) monies in a wide variety of areas, including researching regulations, prescribing eligible uses of payments, helping to resolve matters of statutory ambiguity, aiding in the procurement process, financial management and monitoring awarded grants. The Grant Manager will analyze and evaluate the grants budget process, conduct data analysis and research, coordinate the on-going budget process and assist in drafting budget policies and other documents, as well as preparing monthly budget reports; and all other related work as required.

REPORTS TO:

County Administrative Officer (CAO) and the Board of Supervisors

CLASSIFICATIONS DIRECTLY SUPERVISED:

May supervisors supportive staff as needed

GRANT MANAGER - II

EXAMPLES OF DUTIES

- Plans and manages all aspects of the County's ARPA funding
- Leads an interdepartmental team in the development and implementation of a spend plan that ensures proper and eligible use of ARPA funding by Monitoring, tracking, and reviewing federal and state guidelines
- Reviewing, submitting, and processing expenditure requests from all departments requesting the use of ARPA funding, ensuring audit, fiscal and performance compliance
- Maintaining relationships with the State and other governmental agencies to remain abreast of changes in federal policy
- Meets State and Federal reporting guidelines to document use of ARPA funding by: Compiling, reviewing and submitting quarterly expenditure and descriptive reports to the required agencies.
- Following up with internal departments about expenditures to ensure eligibility and proper documentation
- Following up with Finance Department to ensure all expenditures are properly coded and journal
- Launches initiative to establish subrecipients and beneficiaries of ARPA funding by:
 - Collaborating internally with peers and leadership to create an application, evaluation, and approval process that meets established guidelines
 - Creating webinars/orientations and hosting office hours to provide support to possible subrecipients and beneficiaries
 - Establishing tracking documents for eligibility, expenses, and progress toward committed outcomes of approved beneficiaries and subrecipients
- Monitors all subrecipients and beneficiaries of ARPA funding by:
 - Establishing and communicating reporting guidelines and timelines for all subrecipients and beneficiaries
 - Reviewing, editing, and approving all subrecipient and beneficiary reports
 - Following up with all subrecipients and beneficiaries about reports providing support to all subrecipients and beneficiaries through office hours
- Prepares and makes presentations as a representative of the County and serves as liaison on intergovernmental funding to citizens, committees, boards, citizen groups and other governmental agencies.
- Oversees and facilitates public participation processes.
- Participates in Countywide and department-wide team activities working on specific issues and assignments.
- This job may have direct supervisory responsibilities.

ADDITIONAL JOB FUNCTIONS

- Specific duties may vary and other duties may be assigned. Performs related work as required.

GRANT MANAGER - III

KNOWLEDGE

- Knowledge of the general principles of financial management and generally accepted accounting principles and/or grants administration practices.
- Knowledge of the principles and practices of public and business administration. Knowledge of grant writing, acquisition, management, and reporting.
- Knowledge of current federal, state and local government grant and funding programs.
- Knowledge of technical and administrative rules and regulations in the subject area.

SKILLS

- Strong project management skills.
- Excellent organizational and interpersonal skills.
- Skill and proficiency with Google Suite and Microsoft Excel.
- Ability and skills to develop, recommend, and implement effective plans and programs and objectively evaluate progress toward goals and timetables.
- Must demonstrate excellent writing and oral presentation skills.
- Must be strong team leader in collaborative situations.

ABILITIES

- Basic problem-solving skills to interpret compliance and report findings to management.
- Communication skills to relay industry information regarding current issues and to present findings in such situations.
- Ability to establish and maintain effective relationships with granting agencies, employees, and the public.
- Provide leadership and project management control on all aspects of assigned projects.
- Think creatively for the primary purpose of increasing efficiency and effectiveness.
- Interact effectively to analyze situations to pinpoint problems and assist with solving problems or identifying sources of obstacles with internal and external stakeholders.
- Develop and maintain effective working relationships with managers, employees, contractors, consultants, and others encountered as required by work assignments.
- Work both collaboratively and independently with limited supervision. Prepare, administer, and monitor multiple and detailed project budgets and anticipate future budgetary needs.
- Conduct comprehensive research on organizational policies and procedures, best practices and innovative techniques, and compile data into a formal report or make recommendations shared with others and often verbally presented.

GRANT MANAGER – IV

TYPICAL PHYSICAL REQUIREMENTS

Must possess mobility to work in a standard office setting and use standard office equipment, including a computer; to operate a motor vehicle and to visit various County and meeting sites; vision to read printed materials and a computer screen; hearing and speech to communicate in person, before groups, and over the telephone. This is primarily a sedentary office classification although standing and walking between work areas may be required. Finger dexterity is needed to access, enter, and retrieve data using a computer keyboard, typewriter keyboard, or calculator and to operate standard office equipment.

TYPICAL WORKING CONDITIONS

The physical demands and work environment described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

While performing the duties of this job, the employee is regularly required to talk or hear. The employee frequently is required to sit. The employee is often required to travel to and make outside visits – occasionally on uneven surfaces with potential access barriers; to use hands to finger, handle, or feel; reach with hands and arms; and stoop or kneel. The employee must occasionally lift and/or move up to 10 pounds. Specific vision and hearing abilities required by this job include hearing and vision adequate to observe human interaction, and vision to input and access information from the computer system.

QUALIFICATIONS

REQUIRED EDUCATION AND EXPERIENCE:

Bachelor's degree in a related field and at least two (2) years of relevant experience is required.

**Years of relevant grant writing or related experience may be substituted on a year-by-year basis for the educational requirements.*

Applicants may substitute additional relevant experience for education such as master's level.

**Relevant experience would include managing grant programs including expenditures, writing and submitting grants, tracking grant expenditures and reporting requirements per grant source.*

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 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.



TODD JOHNS
SHERIFF/CORONER
DIRECTOR

Office of the Sheriff

Office of Emergency Services

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

Memorandum

DATE: July 7, 2022

TO: Honorable Board of Supervisors

FROM: Sheriff Todd Johns *TJ*

RE: Agenda Item for the meeting of July 19, 2022

RECOMMENDATION:

Authorize the Sheriff's Office to purchase one track system for side-by-side UTV not to exceed \$16,000.00.

BACKGROUND & DISCUSSION:

Title III funds for search and rescue were awarded in 2020 and in 2021 for the purchase of track systems for side-by-side UTVs. One of the track systems was purchased in November of 2021. Supply chain issues have delayed the purchase of the additional track system.

The Sheriff's Office respectfully requests authorization for the fixed asset purchase of one track system for side-by-side UTV not to exceed \$16,000.00. Equipment is used exclusively for search and rescue activities.

This purchase will be included in the FY 22/23 budget for dept 70331 – AB44s account #542600. It will take approximately two to four months to receive the item once it is ordered. A quote for the purchase is attached.



MatTracks, Inc.

202 Cleveland Avenue East
PO Box 214
Karlstad, MN 56732-0214
Phone (218) 683-9800/(218) 436-7000
Fax (218) 436-7500

Ship To:

PLUMAS CO. SHERIFFS OFFICE
1400 E MAIN ST
QUINCY CA 95971-
USA

Bill To:

PLUMAS CO. SHERIFFS OFFICE
1400 E MAIN ST
QUINCY CA 95971-
USA

QUOTE

GENERAL CONTACT TODD JOHNS
GENERAL PHONE (530) 283-7440

Order Date	Quote #
7/1/2022	39968

ID	Terms	PO#	Rep	FCA	DB
C-PLCOSH	PREPAID		TWK	KARLSTAD, MN	99549

Line#	QtyOrd	ItemPart#	Rev	Price	CustDate	ExtTotal
1	1	LF0A0049: ATV SYSTEM- M3UR-HD 6X6 SP - GSA# GS-03F-0173X		\$14,425.00		\$14,425.00
2	1	LF CUSTOM BRACKET PARTS: RUNNING BOARD FENDER PROTECTORS - GSA# GS-03F-0173X		\$385.00		\$385.00
3	1	FREIGHT: SHIPPING & HANDLING - WILL CALL		\$0.00		\$0.00

Subtotal \$14,810.00

Tax \$0.00

Total US Funds \$14,810.00

tax = 1073.73

15,883.73

THE ABOVE TOTAL DOES NOT INCLUDE EXPORT TAXES, AGENT FEES, Notes
CUSTOM BROKERAGE, CUSTOM FEES, ETC. THESE COMMODITIES,
TECHNOLOGY OR SOFTWARE WILL BE EXPORTED FROM THE UNITED
STATES IN ACCORDANCE WITH THE EXPORT ADMINISTRATION
REGULATIONS. DIVERSION CONTRARY TO U.S. LAW IS PROHIBITED.

FR 10/29/06

This Quote is Valid for 15 Days, unless otherwise specified above.



OFFICE OF THE SHERIFF

1400 E Main St. Quincy, California – (530) 283-6375 – Fax 283-6344

Todd Johns

SHERIFF/CORONER/O.E.S. DIRECTOR

Date: July 5th, 2022
To: The Honorable Board of Supervisors
From: Todd Johns, Sheriff, Coroner, O.E.S. Director
Subject: Victim Witness Transfer to the District Attorney's authority

Recommendation:

Request approval for a Resolution to transfer the Victim Witness Program from the Sheriff's Office to the District Attorney's Office on July 11th, 2022. Please also have the Board Chair sign the Certificate of Compliance with certain laws routinely abided by the County.

Background and Discussion

The Sheriff and the District Attorney have been working closely on this transfer and both are in agreement. The Victim Witness grantor, the California Office of Emergency Services (Cal-OES) has agreed to the transfer. In order to transfer the grant to the supervision of the District Attorney mid-year, Cal-OES requires a Board Resolution designating the District Attorney as the lead agency for the VW Program as of July 11th, 2022. The Resolution has been approved as to form by the County Counsel.

The Victim Witness Grant requires the Chair of the Board of Supervisors to sign a Certificate of Assurance of Compliance with several laws, which the County of Plumas routinely abides by, including the Equal Employment Opportunity Act, the Drug-Free Workplace Act of 1990, the California Environmental Quality Act, and other similar governmental requirements. The original of this document is on file with the Clerk of the Board and has been approved as to form by County Counsel.

Please approve the Resolution and Certificate of Compliance for the Victim Witness Program to be transferred to the Plumas County District Attorney on April 1, 2020.

**Some notes on "Why transfer to the DA".

1. In line with the rest of the state
2. Best position to serve victims of crime. DA involved charging thru sentencing.
3. Return to statutory consistence with mandatory duties of victim/witness.

A handwritten signature in blue ink, appearing to read 'T. Johns', with a stylized flourish at the end.

Todd Johns
Sheriff, Coroner, O.E.S. Director
Plumas County Sheriff's Office
(530) 283-6392
tjohns@pcso.net

RESOLUTION No. 2022-

WHEREAS the Plumas County Board of Supervisors desires to undertake a certain project designated Plumas County Victim Witness Program to be funded from grants made available through the California Office of Emergency Services (hereafter referred to as Cal-OES); and

WHEREAS, the Plumas County Victim Witness Program is currently administered by the Sheriff of Plumas County; and

WHEREAS, the Plumas County Board of Supervisors desires to transfer administration of the Plumas County Victim Witness Program from the Sheriff of Plumas County to the Office of the District Attorney.

NOW, THEREFORE, BE IT RESOLVED that the Office of the District Attorney is authorized, on behalf of the Board, to administer the grants provided by Cal-OES related to the Plumas County Victim Witness Assistance Program and is authorized to sign and approve any Grant Award Agreements with Cal-OES including extensions or amendments thereof effective July 11, 2022.

BE IT FURTHER RESOLVED that any liability arising out of the performance of these Grant Award Agreements, including civil court actions for damages, shall be the responsibility of the Plumas County District Attorney and the County of Plumas, in that the State of California and Cal-OES disclaim responsibility for any such liability.

BE IT FURTHER RESOLVED that grant funds received hereunder shall not be used to supplant expenditures controlled by this body.

I hereby certify that the foregoing is a true copy of the resolution adopted by the Board of Supervisors of Plumas County in a meeting thereof held on July 5, 2022 by the following:

Vote:

Ayes:

Noes:

Absent:

Signature: _____

KEVIN GOSS, Chair
Plumas County Board of Supervisors

Date: _____

ATTEST: _____

HEIDI WHITE, Clerk of the Board
Plumas County Board of Supervisors

Date: _____

Approved as to form:



Gretchen Stuhr
Plumas County Counsel

RESOLUTION No. 12- 7754

WHEREAS the Plumas County Board of Supervisors desires to undertake a certain project designated Plumas County Victim Witness Program to be funded from grants made available through the California Emergency Management Agency (hereafter referred to as Cal-EMA); and

WHEREAS, the Plumas County Victim Witness Program is currently administered by the Office of the District Attorney; and

WHEREAS, the Plumas County Board of Supervisors desires to transfer administration of the Plumas County Victim Witness Program from the Office of the District Attorney to the Sheriff of Plumas County.

NOW, THEREFORE, BE IT RESOLVED that the Sheriff of Plumas County is authorized, on behalf of the Board, to administer the grants provided by Cal-EMA related to the Plumas County Victim Witness Assistance Program and is authorized to sign and approve any Grant Award Agreements with Cal-EMA including extensions or amendments thereof effective March 1, 2012.

BE IT FURTHER RESOLVED that any liability arising out of the performance of these Grant Award Agreements, including civil court actions for damages, shall be the responsibility of the Plumas County Sheriff and the County of Plumas, in that the State of California and Cal-EMA disclaim responsibility for any such liability.

BE IT FURTHER RESOLVED that grant funds received hereunder shall not be used to supplant expenditures controlled by this body.

I hereby certify that the foregoing is a true copy of the resolution adopted by the Board of Supervisors of Plumas County in a meeting thereof held on February 14, 2012 by the following:

Vote:

Ayes: SUPERVISORS SWOFFORD, SIMPSON, THRALL, KENNEDY, MEACHER

Noes: NONE

Absent: NONE

Signature:

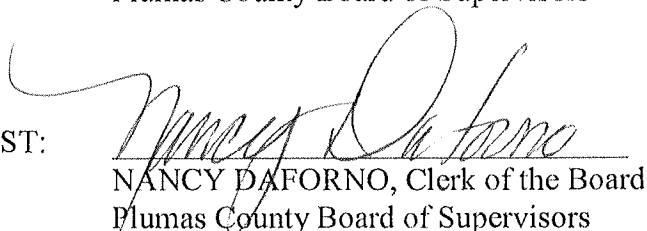


Robert Meacher, Chair
Plumas County Board of Supervisors

Date:



ATTEST:



NANCY DAFORNO, Clerk of the Board
Plumas County Board of Supervisors

Date:



PLUMAS COUNTY LIBRARY

445 JACKSON STREET • QUINCY, CA 95971 • (530) 283-6310 • Fax (530) 283-3242



Lindsay Fuchs
County Librarian

DATE: July 12, 2022

TO: Honorable Board of Supervisors

FROM: Lindsay Fuchs, Plumas County Librarian

RE: Authorize the County Librarian to recruit and fill vacant Extra-Help Library Aide position(s).

Recommendation:

Authorize the County Librarian to recruit and fill vacant Extra-Help Library Aide position(s).

Background:

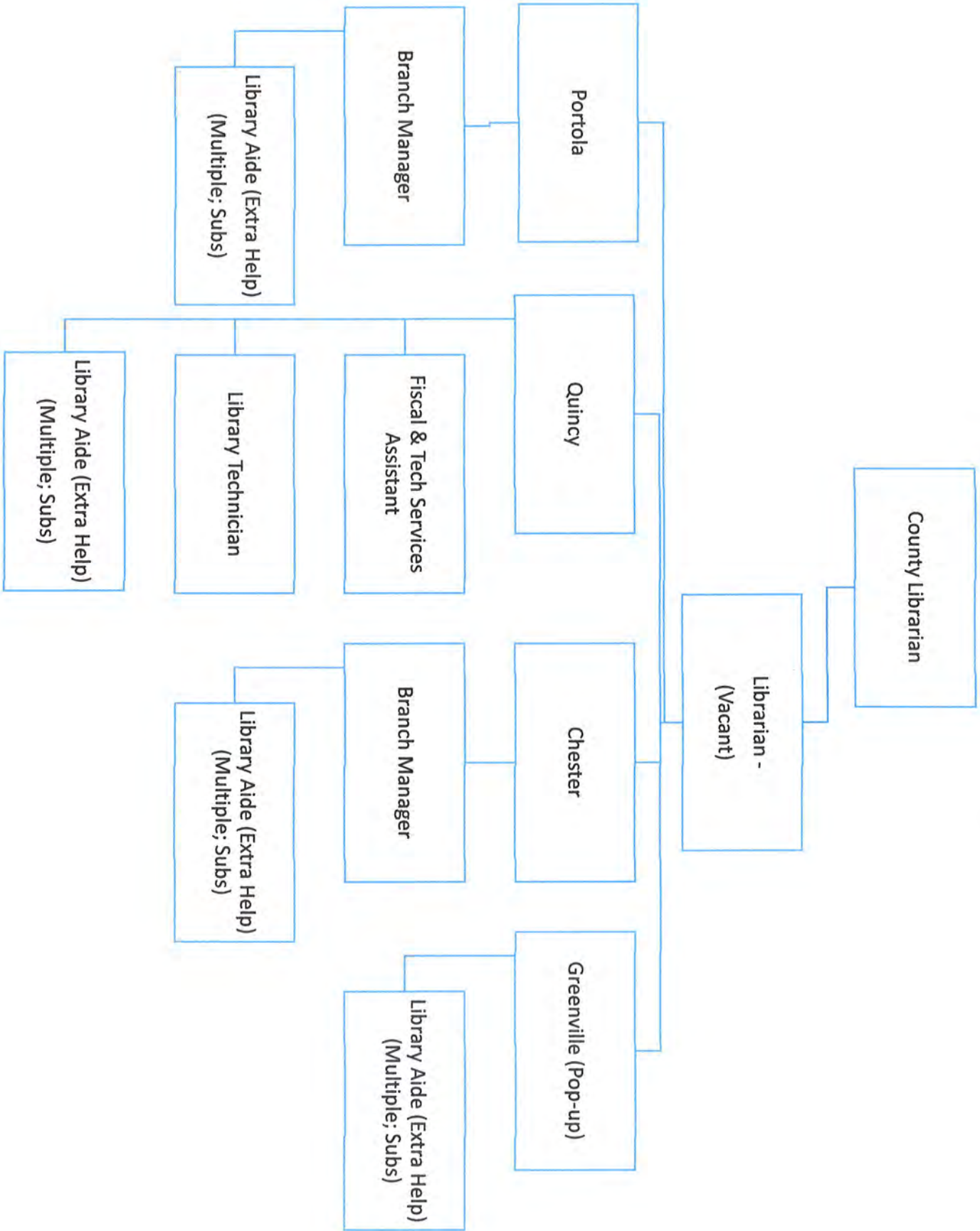
Due to resignations and personal reductions in available hours for current staff, the Plumas County Library currently needs more Extra Help Library Aides to use for sub coverage and other as-needed duties for the Portola and Chester Branches.

The appropriate Critical Staffing Questionnaire and Departmental Organizational Chart are attached.

Cost:

Other Wages to fulfill this Extra Help position have already been approved and marked for in the Library budget for 22/23FY. This position starts at \$15.75/hr.

Organizational Chart for Plumas County Library



QUESTIONS FOR STAFFING CRITICAL POSITIONS CURRENTLY ALLOCATED FOR
FISCAL YEAR 2022/2023

1. Is this a legitimate business, statutory, or financial justification to fill the position?

Yes. The Library Aide position(s) for the Portola and Chester Branches were funded for the 22/23FY budget. The Extra Help Library Aide position is vital for Library operations to continue without interruption.

2. Why is it critical that this position be filled at this time?

These position(s) are crucial to continue the Plumas County Library service hours when the Branch Managers are unavailable (due to vacation, sick leave, and other emergencies) or require additional help. There are not enough subs to currently cover the Branch Manager if they need to use their leave, and therefore we would have to completely close down the Branch or pay additional funds to provide a sub from a different branch (dependent on weather and sub availability/interest in other branches.)

3. How long has this position been vacant?

Current staff availability was reduced as available worker hours got reduced due to other employment duties.

4. Can the department use other wages until the next budget cycle?

This position is Extra Help and will be using Other Wages.

5. What are staffing levels at other counties for similar departments and/or positions?

Other counties who run similar programs through the Literacy and/or Library systems have similar positions.

6. What core function will be impacted without filling the position prior to July 1st?

Branches will be closed if we do not have enough coverage to keep operations continuing.

7. What negative fiscal impact will the County suffer if the position is not filled prior to July 1st?

Library branch closures lead to service reductions, which in turn cause a decrease of patrons.

A non-general fund department head need to satisfy that he/she has developed a budget reduction plan in the event of the loss of future state, federal or local funding? What impact will this reduction plan have to other County departments?

N/A

8. Does the Department expect other financial expenditures which will impact the general fund and are not budgeted such as audit exceptions?

No.

9. Does the budget reduction plan anticipate the elimination of any of the requested positions?

This position is Extra Help and is at-will. This is a General Fund dept.

10. 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?

The immediate filling of this position will not impact the Dept/General Fund as funding has already been sent aside for the current fiscal budget. This position is accounted for during budget planning as it is a necessary position to run the Library Department.

11. Does the department have a reserve? If yes, provide the activity of the department's reserve account for the last three years?

No, the department is funded by the General Fund.

**PLUMAS COUNTY
DEPARTMENT OF PUBLIC WORKS
SOLID WASTE DIVISION**

1834 EAST MAIN STREET • QUINCY, CA 95971 • (530) 283-6268
John Mannle, P.E., Director of Public Works Sean Graham, Solid Waste Manager

AGENDA REQUEST

for the July 19, 2022 Meeting of the Board of Supervisors

Date: **July 11, 2022**

To: Honorable Board of Supervisors

From: John Mannle, Director of Public Works



Subject: Consideration of a proposed Rate Increase of 6.39% (residential) and 6.39% (commercial) for solid waste services related to curbside collection fees, which shall cover curbside collection, transfer, hauling and ultimate disposal activities (within Franchise Area No. 1), as operated by franchise contractor USA Waste of California, Inc., doing business as Feather River Disposal.

PREFACE:

The primary purpose of this Agenda Request, in compliance with Proposition 218, is to enable the Board of Supervisors to:

- 1. Receive a report from the Department of Public Works pertaining to the Franchise Contract's annual Refuse Rate Index (RRI) adjustment calculation of 6.39% (residential) and 6.39% (commercial) for solid waste services provided by franchise contractor Feather River Disposal, A Division of USA Waste of California, Inc. related to collection fees. This Rate adjustment is required under the terms of the 2017 Franchise Agreement and is calculated annually to cover changes in costs per the Franchise Agreement for door-to-door collection, transfer, hauling, ultimate disposal activities as determined by an independent analysis of contractor expenses.*
- 2. Enable commentary by the franchise contractor, Feather River Disposal.*
- 3. Open a Public Hearing and enable commentary by the general public and other governmental officials, if any. Receive and tabulate written protests against the proposed fee increase by customers. Close Public Hearing.*
- 4. Consider the adoption of the attached proposed Resolution to Increase Rates by 6.39% (residential) and 6.39% (commercial) for solid waste services provided by franchise*

contractor Feather River Disposal, A Division of USA Waste of California, Inc. related to collection fees.

BACKGROUND:

On March 16, 2022, Solid Waste staff received Feather River Disposal's audited financial statements for the period ending December 31, 2021. Public Works staff reviewed the audited financial statements and subsequently forwarded the documentation to R3 Consulting Group. R3 Consulting Group reviewed the audited financial statement and concluded that Feather River Disposal, per the Franchise Agreement, was entitled to a fee increase in the amount of 6.39%.

On July 5, 2022, The Board of Supervisors moved to postpone Feather River Disposal's rate hearing until a representative from Feather Disposal could be present to address questions from the Board as well as members of the public.

PROPOSED RATE INCREASE SUMMARY FOR FRD:

The cumulative proposed fee increase described above is summarized as follows:

- 6.39% (residential collection) and
- 6.39% (commercial collection)

Note: This Agenda Request does not pertain to rates at the transfer stations, as the proposed 6.39% rate increase for those services was considered and approved by the Board of Supervisors at the May 17, 2022 Board of Supervisors meeting.

CONSIDERATION BY THE SOLID WASTE TASK FORCE:

On April 26, 2022, the Plumas County Integrated Waste Management Task Force conducted a Solid Waste Task Force Meeting to consider these proposed fee increase matters and make a recommendation for consideration by the Board of Supervisors. The Solid Waste Task Force voted to recommend a 6.39% Rate increase to the Board of Supervisors. If adopted, the rate increase would take effect on July 5, 2022.

PUBLIC NOTICE:

On May 17, 2022, Plumas County Public Works, Solid Waste Division implemented the public notification actions associated with the Proposition 218 proposed Rate Increase for disposal of solid waste as operated by franchise contractor Feather River Disposal. On May 19, 2022, the franchise contractor, Feather River Disposal, mailed notices of a public hearing to 4589 customers and property owners paying fees for residential and commercial customers under contract for curbside pickup and disposal of solid waste that detailed proposed rate adjustments and provided internet links to a listing of pertinent rate increase-related documents.

RECOMMENDATION:

The Plumas County Integrated Waste Management Task Force has recommended that, unless it is determined there are timely written protests by *greater than* fifty percent of current collection route customers, that the Board of Supervisors vote to adopt the attached proposed 6.39% Rate Increase Resolution for solid waste services related to curbside collection fees,

which shall cover door-to-door collection, transfer, hauling, ultimate disposal activities, and franchise fees within Franchise Area No. 1, as operated by franchise contractor USA Waste of California, Inc., doing business as Feather River Disposal, per the Franchise Agreement that took effect April 1, 2017.

ATTACHMENTS:

- NOTICE OF PUBLIC HEARING: (4589 Copies mailed May 19, 2022)
- Proposed Resolution for Collections Rate Increase for Franchise Service Area No. 1
- Signed Letter from the Chair of the Integrated Waste Management Task Force

PUBLIC DOCUMENTS:

In addition to the enclosures listed below, the following documents are pertinent to this Rate Increase:

- Resolution No. 22-8666 dated and, approved at the public hearing held February 15, 2022
- 2021 FRD Audited Financial Statements
- 2022 Refuse Rate Index (RRI) Adjustments, Final Report dated April 13, 2022
- FRD Proposed 2022 Rate Adjustment – Exhibit A

Copies of the above documents are available for public viewing, during normal office hours, at:

- Department of Public Works Headquarters Building
1834 E Main Street, Quincy, CA 95971,
between the hours of 8am – 5pm, Monday through Friday, or
- Office of the Clerk of the Board of Supervisors
520 Main Street, Room # 309, Quincy, CA 95971,
between the hours of 8am – 5pm, Monday through Friday, or
- May be viewed on the Plumas County website at:
<https://www.plumascounty.us/2616/Public-Documents>



PLUMAS COUNTY
INTEGRATED WASTE MANAGEMENT TASK FORCE (PCIWMTF)
1834 EAST MAIN STREET • QUINCY, CA 95971 • (530) 283-6268
John Sciborski, Chair

MEMORANDUM

Apr. 27, 2022

From: Plumas County Integrated Waste Management Task Force

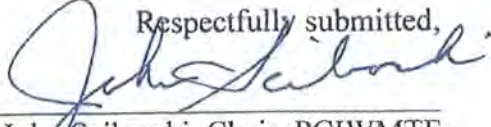
Subject: Advice from PCIWMTF pertaining to proposed rate change for Solid Waste Franchise Areas No. 1 and No. 2

To: Plumas County Board of Supervisors

On Tuesday, April 26, 2022, the Plumas County Integrated Waste Management Task Force, a Board-appointed advisory committee, conducted a duly notified Regular Meeting. Three (3) Task Force Members were present, either in person or by teleconference, therefore a quorum was established.

Following consideration of the Franchise Contract dictated annual rate review procedure, the Task Force unanimously developed the following advice for consideration by the Plumas County Board of Supervisors:

The PCIWMTF endorses the proposal by Plumas County's solid waste staff to approve a rate increase for Solid Waste Franchise Area No. 1 and No. 2 in the amount of 6.39% and 6.41% respectively for the Fiscal Year of 2022/2023. These values were determined via an independent analysis of audited financial statements submitted by the Franchise Contractors as dictated by the Franchise Contract.

Respectfully submitted,

John Sciborski, Chair, PCIWMTF



PUBLIC NOTICE

OF A PROPOSITION 218 PUBLIC HEARING ON A PROPOSED FEE INCREASE FOR COLLECTION AND DISPOSAL OF SOLID WASTE SUPERVISORS BOARD ROOM IN THE PLUMAS COUNTY COURTHOUSE

10:00 A.M., July 5, 2022

A resolution is being proposed to amend the rates for solid waste collection and disposal within the unincorporated portion of Plumas County served by **Feather River Disposal (Solid Waste Franchise Area No. 1)**. The calculated rate increase (**6.39%**) is determined per the terms and conditions of the 2017 Franchise Contract for the solid waste collection and disposal fees for property owners and tenants (those liable to pay solid waste charges for residential curbside collection) operated by the franchise contractor USA Waste of California, Inc., dba Feather River Disposal (FRD) serving Franchise Area No. 1.

If adopted, the resolution will amend the existing solid waste fee schedule to increase the solid waste collection and disposal fees for property owners and tenants (those liable to pay solid waste charges for residential curbside collection) by **6.39%** beginning on July 5, 2022. Commercial solid waste collection fees will increase by **6.39%** beginning on July 5, 2022. These rate changes apply to the area serviced by Feather River Disposal only, not Inter Mountain Disposal, and does not include the jurisdictions of the Chester Public Utilities District or the Quincy Community Service District, which have separate (non-county) contracts with Feather River Disposal.

The proposed fee schedule is available for view on the internet at:

<https://www.plumascounty.us/2616/Public-Documents>

Pursuant to California Proposition 218, if you wish to file a valid written protest, you must ensure that the following information is included in your protest letter: the street address or Assessor's Parcel Number (APN) - if you own multiple properties and wish to file a protest for each property, all APNs must be listed - the original signature of the property owner or tenant (person billed for collection services) and a statement of opposition to the proposed fee increase.

If you desire to submit a protest letter, it must be received by the Plumas County Department of Public Works, 1834 East Main Street, Quincy CA, before the date of the Public Hearing on the proposed fee, or delivered at the Public Hearing.

RESOLUTION NO. 22-_____

A RESOLUTION ESTABLISHING A REVISED FEE SCHEDULE FOR COLLECTION AND RELATED SOLID WASTE SERVICES FOR FRANCHISE SERVICE AREA NO. 1 (OPERATED BY FEATHER RIVER DISPOSAL)

WHEREAS, the Plumas County Board of Supervisors, on February 15, 2022, did adopt Plumas County Resolution No. 22-8666, thus revising the fee schedules for collection, transfer and related solid waste services for the Franchise Contractor for Franchise Service Area No. 1, pursuant to Plumas County Code Section 6-10.208, and

WHEREAS, USA Waste of California, Inc. doing business as Feather River Disposal (FRD) is the solid waste franchise contractor for Franchise Service Area No. 1, and has requested an increase in the fees for residential and commercial customers under contract for curbside pickup and disposal of solid waste; and

WHEREAS, on May 19, 2022 the Franchise Contractor for Service area No.1, mailed notices of a public hearing to four-thousand five-hundred and eighty-nine (4589) customers and property owners paying fees for residential and commercial customers under contract for curbside pickup and disposal of solid waste that detailed proposed rate adjustments in accordance with Proposition 218; and

WHEREAS, on July 19, 2022 a public hearing was held by the Plumas County Board of Supervisors to consider the proposed adjustments to solid waste fees and services; and

WHEREAS, _____ written protests against the proposed adjustments to solid waste fees and services were received prior to the conclusion of the public hearing; and

WHEREAS, it is the conclusion of the Board of Supervisors, based on evidence presented at the public hearing, that the Franchise Contractor for Franchise Service Area No. 1 is entitled to rate increases to the fee schedule that is presently in place pursuant to Plumas County Resolution No. 22-8666.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of the County of Plumas that, pursuant to Plumas County Code Section 6-10.208, this Board revises the existing fee schedule, set by Resolution No. 22-8666, for collection, transfer and related solid waste services in Franchise Service Area No. 1, as follows:

- (a) **General.** For purposes of this section "franchisee" shall refer to a solid waste collector as defined in Chapter 10 of Title 6 of the Plumas County Code of Ordinances. The fees below apply to only Franchise Service Area No. 1, as defined in the County Solid Waste Management Plan.

(b) **Collection fees.** The base rate for collection, as described below and shown on attached Exhibit "A", shall be the franchisee's sole compensation for door-to-door collection, transfer, hauling, and ultimate disposal activities.

(1) **Residential base rate.** The monthly charge for a thirty-five (35) gallon waste-wheeler shall be \$25.12 for one collection per week. The monthly charge for a sixty-four (64) gallon waste-wheeler shall be \$34.15 for one collection per week. The monthly charge for a ninety-six (96) gallon waste-wheeler is \$44.27 for one collection per week.

(2) **Residential large items.** Each washer, dryer, standard size refrigerator, single bed mattress, and similar size object shall be charged a maximum of \$24.46 each per collection. Each deep freezer, double bed mattress, and similar size object shall be charged a maximum of \$48.71 each per collection. Each tire shall be charged per collection: \$5.38 [sixteen (16") inches or less]; \$10.40 [more than sixteen (16") inches but less than twenty (20") inches]; \$24.46 [more than twenty (20") inches].

(3) **Residential billing.** Each new residential collection account shall be charged \$10.40 start-up fee to cover the administrative costs of arranging for new and/or seasonal service. The residential base rate may be billed to the customer three (3) months in advance of the service to be performed, provided that no account shall be considered delinquent by the franchisee if payment for a month's service is received by the fifteenth day of that month.

(4) **Commercial base rate.** A one cubic yard bin shall be charged a monthly fee of \$97.43 for one collection per week; a monthly fee of \$194.58 for two (2) collections per week; a monthly fee of \$292.48 for three (3) collections per week; a monthly fee of \$390.04 for four (4) collections per week; and a monthly fee of \$487.60 for five (5) collections per week. Each additional cubic yard per collection shall be charged \$26.18, including any fraction of a cubic yard such as when waste is heaped above the top of a bin. The monthly charge for a thirty-five (35) gallon waste-wheeler is \$27.07. The monthly charge for a sixty-four (64) gallon waste-wheeler is \$36.80. The monthly charge for a ninety-six (96) gallon waste-wheeler is \$50.42. Monthly charges for waste-wheelers are double the above if collection is twice per week.

(5) **Commercial large items.** The same rates as for residential large items, in subsection (b) (2), above, shall apply.

(6) **Commercial billing.** The commercial base rate may be billed to the customer one month in advance of service, or guaranteed by an equivalent sum in the form of a security deposit or letter of credit.

(c) **Special travel charge for collection.** In addition to the residential and commercial base rates, special travel shall be charged to the customer by the franchisee in the following manner. If the service requested does not fall on a regular service day for that service area,

or that service area has no regular service day, the reasonable time and mileage costs of the franchisee shall be charged to all customers served during the special travel. Time and mileage costs shall be based on the distance from the last regular customer in the area, or if none, from the franchisee's yard. The costs, not to exceed \$105.52 per hour, shall be divided among the customers served during the special travel in proportion to the volume of waste collected from each customer. "Regular service" is defined as year-around service on at least a weekly basis.

- (d) **Bin delivery charge.** In addition to the residential and commercial base rates, bin delivery shall be charged to the customer in the following manner. For each bin a delivery fee of \$64.97 shall be charged to cover the round trip cost of delivery and eventual removal of the bin by the franchisee. This charge may be made payable in advance of delivery. This charge may be increased by any special travel charge applicable to the customer's request for delivery.
- (c) **Fee for extra services.** Services for which no fee is specified in this resolution shall be considered extra services by the franchisee, and the charges for such services shall be negotiated by the franchisee and customer.

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 19th day of July 2022, by the following vote:

AYES: Supervisors:

NOES: Supervisors:

ABSTAIN: Supervisors:

Chair, Board of Supervisors

ATTEST:

Clerk of the Board of Supervisors

Approved as to form:



Joshua Brechtel
Deputy County Counsel I

EXHIBIT A		
Feather River Disposal: Fee Schedule for Collection, Transfer and Related Waste Services - Collection Routes	Current Rates	Adjusted Rate
Description of Service	ALL	Proposed 2022 Rate (Effective July 5)
Residential Base Rate (Per Month)		
35 gallon waste-wheeler	\$23.61	\$25.12
64 gallon waste-wheeler	\$32.10	\$34.15
96 gallon waste-wheeler	\$41.61	\$44.27
Residential Large Items		
Washer, dryer, standard size refrigerator	\$22.99	\$24.46
Single bed mattress and similar sized object	\$22.99	\$24.46
Deep freezer	\$45.78	\$48.71
Double bed mattress and similar sized objects	\$45.78	\$48.71
Tire (16" or less)	\$5.06	\$5.38
Tire (16.1" to 19.9")	\$9.78	\$10.40
Tire (20" or greater)	\$22.99	\$24.46
Residential Billing		
New residential collection account startup fee	\$9.78	\$10.40
Commercial Base Rate		
One CY bin (once a week)	\$91.58	\$97.43
One CY bin (twice a week)	\$182.89	\$194.58
One CY bin (three collections a week)	\$274.91	\$292.48
One CY bin (four collections a week)	\$366.61	\$390.04
One CY bin (five collections a week)	\$458.31	\$487.60
Each additional CY per collection	\$24.61	\$26.18
35 gallon waste-wheeler	\$25.44	\$27.07
64 gallon waste-wheeler	\$34.59	\$36.80
96 gallon waste-wheeler	\$47.39	\$50.42
Bin Delivery Charge	\$61.07	\$64.97
Special Travel Charge (Not to Exceed) Per Hour	\$99.18	\$105.52



BOARD OF SUPERVISORS STAFF REPORT

TO: Honorable Board of Supervisors

FROM: Tracey Ferguson, AICP, Planning Director 

MEETING DATE: July 19, 2022

SUBJECT: Community Economic Resilience Fund (CERF) North State Region Information Presentation by Courtney Farrell, Project Manager, North State Planning and Development Collective at California State University, Chico; discussion and possible action

STAFF RECOMMENDATION:

1. Approve and authorize the Chair to sign Plumas County Letter of Support

BACKGROUND/DISCUSSION:

The 2022 California State Budget includes the Community Economic Resilience Fund (CERF) with an allocation of \$5 million per region (Attachment 1). CERF's planning phase will establish regional, inclusive planning tables to develop blueprints and align resources for each region's economic future. These planning tables will result in recommended investments throughout the region that will support economic recovery from COVID-19, bolster equity outcomes, and facilitate the transition to carbon neutrality. CERF should be inclusive (especially of communities, groups and organizations that may not have been at the table in past planning initiatives) and to assist in identifying shovel-ready infrastructure projects to queue up for the implementation dollars slated for release later this year.

The footprint for the North State region aligns well with CSU Chico's service territory (Attachment 1). The North State Planning and Development Collective at CSU Chico is pursuing the role as the convener and fiscal agent for the CERF planning process and funds for the included 10 counties in the North State Region (Attachment 2). The State is requiring that each region has one convener.

The North State Planning and Development Collective's goal is to honor established planning efforts, to identify efforts to build upon, to replicate successful models and best practices in parts of the region that are lacking, to engage with our farthest-located counties, and to include those that have not traditionally been involved in planning processes of the past. This includes organizations, groups, communities, and other agencies that are not historically included in the planning processes for a variety of reasons. With that said, The North State Planning and Development Collective acknowledges the importance of jurisdictions playing a role in this process, as locals are the local teams who implement economic development projects.

The State is anticipating announcements of awards in October 2022. The 18 to 24 month planning process will encourage expanding the collaborative partnerships throughout the region, facilitate discussions to articulate regional themes (current and new), refine the project criteria for the implementation phase, and determine projects to move forward.

Collaborating partners will be encouraged to participate in the following activities to receive project voting authority:

- Attend monthly 1.5 hour-long hybrid meetings during the 18-24 months (*initial meetings will include refining governance structure and project eligibility criteria and identifying additional partners/participants*).
- Allow for approximately 3 hours per month for document review and comment.
- Provide referrals for additional community stakeholders and occasionally attend stakeholder meetings as appropriate.

Approximate time commitment is estimated at 5 to 8 hours per month for County staff(ers) at 70 to 90 hours over the entire planning process period.

The North State Planning & Development Collective, as a proposed CERF Regional Convener and Fiscal Agent, is providing Plumas County the opportunity, as a local jurisdiction, to be a collaborative partner in the process (Attachment 3).

ATTACHMENTS:

1. CERF Information
2. CERF Presentation
3. Plumas County Letter of Support

CSU, Chico and CERF Service Regions





What is the Community Economic Resilience Fund (CERF)

The 2022 California State Budget includes the Community Economic Resilience Fund (CERF), an allocation of \$5million per region. CERF’s planning phase will establish regional, inclusive planning tables to develop blueprints and align resources for each region’s economic future. These planning tables will result in recommended investments throughout the region that will support economic recovery from COVID-19, bolster equity outcomes, and facilitate the transition to carbon neutrality. CERF should be inclusive (especially of communities, groups and organizations that may not have been at the table in past planning initiatives) and to assist in identifying shovel-ready infrastructure projects to queue up for the implementation dollars slated for release later this year.

Phase I: Regional Convener and Fiscal Agent - \$5 million

The footprint for the North State region aligns well with CSU, Chico’s service territory. We, as the North State Planning and Development Collective (the Collective) at CSU, Chico, propose to pursue the role as the convener and fiscal agent for Phase I of the CERF planning process and funds. The state will select one convener through a competitive grant application. There are 13 regions statewide.



Impact of CERF

Our goal is to honor established planning efforts, to identify efforts to build upon, to replicate successful models and best practices in parts of our region that are lacking, to engage with our farthest-located counties, to include Tribal leadership, and to invite those that have not traditionally been involved in planning processes of the past.

Phase II: Implementation - \$500 million statewide - \$20 million Tribal allocation

In Phase II, the CERF state leadership team has allocated \$20 million available for CA Native American Tribes out of the \$500 million for economic planning and implementation projects.

CERF Timeline

June 2022:	Final Guidelines Released and Bidder’s Conference
June – July 2022:	Application Preparation – Outreach – Partner Engagement
July 25, 2022:	Convener Applications Due
October 2022:	Convener Selection and Contracting Process
Nov ‘22 – June 2024:	Regional Planning and Project Identification
June 2024:	Encumbrance Deadline

About the North State Planning and Development Collective

The North State Planning and Development Collective (the Collective) is comprised of the Center for Economic Development (CED – established in 1986), and its sister agency, the Geographical Information Center (GIC – established in 1988). The NSPDC provides services and resources to the region’s businesses, governments, communities, and residents by pairing GIS mapping services and broadband infrastructure support with economic development research, surveying, analysis, planning and implementation throughout the state of California. Additionally, the NSPDC is the lead agency for the Northeastern and Upstate California Connect Broadband Consortia providing support for broadband infrastructure projects and adoption and access initiatives for rural communities.

Web site: <https://www.nspdc.csuchico.edu/>

NORTH STATE PLANNING & DEVELOPMENT COLLECTIVE

AT CALIFORNIA STATE UNIVERSITY, CHICO

Community Economic Resilience Fund (CERF)

North State Region

Plumas County Board of Supervisors

Information Presentation

July 19, 2022



www.nspdc.csuchico.edu

NORTH STATE PLANNING & DEVELOPMENT COLLECTIVE

AT CALIFORNIA STATE UNIVERSITY, CHICO



Established 1986



UPSTATE CALIFORNIA
CONNECT CONSORTIUM



Established 1988



NORTHEASTERN CALIFORNIA
CONNECT CONSORTIUM



NORTH STATE PLANNING & DEVELOPMENT COLLECTIVE

AT CALIFORNIA STATE UNIVERSITY, CHICO

- Established in 2018 as the umbrella organization for the CED (est. 1986), GIC (est. 1988) and Upstate California and Northeastern California Connect Broadband Consortia
- A department of Chico State Enterprises, a 501c3 auxiliary organization of California State University, Chico
- A “one-stop” for planning and development needs across the University’s 12-County Service region



Regional Collaborations

- EDA Economic Development Districts & Economic Development Corporations
 - Workforce Development Board and Service Providers
 - Northern California Hispanic Chamber of Commerce
 - Small Business Development Centers
 - Education – University, Community Colleges, North State Together
 - Fire Management/Mitigation Partners / Climate Initiatives
 - Private Sector – Business Technical Assistance
 - County/City Jurisdictions
 - 3-D Printing for Sustainable and Affordable Housing
-



Community Economic Resilience Fund (CERF)

- State of California Budget Allocation – Planning & Implementation
 - 13 Established Regions throughout CA
 - NSPDC to lead as North State Convener & Fiscal Agent (10 counties)
 - \$5 Million Planning Allocation
 - Inclusion and Access
 - Outcomes: Regional Plan resulting in implementation projects
-



CERF Outcomes

- Recover from COVID-19
 - Collaborate with Regional Climate Collaboratives
 - High Road Transition Strategies
 - Equity
 - Economic Resilience
 - Job Quality
 - K-16 Collaborative – North State Together will lead
-



CSU, Chico and CERF Service Regions



Governor's Office of
Planning and Research



NORTH STATE PLANNING & DEVELOPMENT COLLECTIVE

AT CALIFORNIA STATE UNIVERSITY, CHICO

Collaborating Partners

- North State Together
- 3CORE, Inc.
- Superior CA Economic Development
- Shasta Economic Development Corp.
- Northern Rural Training & Employment Consortium
- Siskiyou Economic Development Council
- Butte College Workforce & Economic Development
- Butte College Small Business Development Center
- Jefferson Economic Development Institute
- EB3 Development
- Morrison
- Chabin Concepts
- Golden Valley Community Broadcasters (KZFR)
- CA Forward
- RCRC
- Big Chico Creek Ecological Reserve



Updated CERF Timeline: as of 7/2022

- April: Release Planning Draft Guidelines – Round 2 Public Comment Period
 - May/June: Incorporate Public Comment – Release Funding Solicitation
 - July 25, 2022: Planning Proposals Due
 - August/September: Awards & Contracting
 - June 30, 2024: Encumbrance Deadline
-



Identify 2-5 Strategic Investments or Projects

- Projects to be funded in Implementation Round (CERF Phase 2) must be identified in the Planning Phase 1
 - Projects must clarify goals in detail: benchmarks, tracking/measuring methodology, success points
 - Projects must demonstrate impacts
 - Projects must demonstrate feasibility, commitments & community support (i.e., inclusivity)
-



Strategy and Planning

- Projects to be funded in Implementation Round (CERF Phase 2) must be identified in the Planning Phase 1
- Build upon current CEDS, Workforce Development Strategic Plans, Climate Mitigation Plans, and Others
- Planning Table and Governance Structure must be inclusive



State Required Representation

- Employers, Businesses, and Business Associations
 - CBO's, Community Organizers, and Community Members
 - Labor Organizations
 - Government Agencies
 - Philanthropic Organizations
 - Education and Training Providers
 - Workforce Entities
-



Proposed Representation Categories

- Economic Development Districts
- Economic/Business Development
- Workforce Development
- Housing
- Education
- Health
- Broadband
- Agriculture
- Wildlands Stewardship
- Climate/Environmental
- Tribal Stewardship
- Youth
- LGBTQ+
- Transportation
- Community Organizations
- Jurisdictions – County/Cities/Towns
- Private Sector
- Philanthropic Sector
- Tourism/Recreation
- Legislation/Policy Analysis
- Others?



What Can You Do?

- Jurisdictional Engagement
- Letters of Support
- Consider barriers for participation
- Consider capacity and needs



NORTH STATE PLANNING & DEVELOPMENT COLLECTIVE

AT CALIFORNIA STATE UNIVERSITY, CHICO

Jason Schwenkler, Executive Director
jschwenkler@csuchico.edu

Courtney Farrell, Project Manager
cafarrell@csuchico.edu

Alice Patterson,
Communication & Outreach Manager
ampatterson@csuchico.edu



[**https://www.nspdc.csuchico.edu/#/nspdc/communityeconomicresiliencefund\(cerf\)**](https://www.nspdc.csuchico.edu/#/nspdc/communityeconomicresiliencefund(cerf))

BOARD OF SUPERVISORS

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



July 19, 2022

**RE: Community Economic Resilience Fund (CERF)
North State Planning & Development Collective
Letter of Support**

Dear North State Planning & Development Collective:

Please accept this letter of support for the North State Planning & Development Collective at Chico State Enterprises to be the Regional Convener and Fiscal Agent of the Community Economic Resilience Fund (CERF) for the North State region. As convener, they bring the extensive breadth and depth of partnerships, knowledge of regional needs, expertise of their staff and the University's assets, willingness to be inclusive and equitable during the process, and ability to leverage other resources to complement discussions, activities, and project development to improve the economy and jobs for the region.

The Plumas County Board of Supervisors understands the CERF planning process will occur over an 18- to 24-month period. Plumas County will participate in the expansion of collaborative partnerships throughout the region, will engage in discussions to articulate regional themes (current and new), will work toward refining the project eligibility criteria for the implementation fund phase and will collaborate to move projects forward for funding consideration.

The Plumas County Board of Supervisors understands the priorities of our communities, businesses, organizations, and residents and is committed to bringing forward this knowledge to the CERF planning process. Plumas County is also supportive of an inclusive and equitable process to align initiatives and projects within the North State for an impact on the economic and workforce future of the entire North State region.

At the time of this application, our primary contact for the Board of Supervisors for this process will be:

Contact Person: Heidi White, Clerk of the Board
Email Address: heidwhite@countyofplumas.com
Phone: 530-283-6170

Thank you in advance for your time, attention, and consideration.

Sincerely,

Kevin Goss, Chair
Plumas County Board of Supervisors



BOARD OF SUPERVISORS STAFF REPORT

TO: Honorable Board of Supervisors
FROM: Tracey Ferguson, AICP, Planning Director *T.F.*
MEETING DATE: July 19, 2022
SUBJECT: Community Economic Resilience Fund (CERF) North State Region
Proposed Convener and Facilitator, Sierra Institute for Community and
Environment Letter of Steering Committee Participation and Collective
Partnership Agreement Letter; discussion and possible action

STAFF RECOMMENDATION:

1. Approve and authorize the Chair to sign Collective Partnership Agreement Letter
2. Approve and authorize the Chair to sign Letter of Steering Committee Participation

BACKGROUND/DISCUSSION:

The 2022 California State Budget includes the Community Economic Resilience Fund (CERF) with an allocation of \$5 million per region. CERF's planning phase will establish regional, inclusive planning tables to develop blueprints and align resources for each region's economic future.

Sierra Institute for Community and Environment is pursuing the role as the Convener and Facilitator for the CERF planning process in the North State Region. The State is requiring that each region has one convener.

Sierra Institute for Community and Environment, as a proposed CERF Convener and Facilitator, is providing Plumas County the opportunity, as a local jurisdiction, to be a collaborative partner in the process.

The Collective Partnership Agreement Letter (Attachment 1) formalizes the commitment of the signatories to align resources, support a regional planning effort and participate as members of a High Road Transition Collaborative (HRTC) in the North State Region. Initial outcomes of the North State HRTC include:

- Ongoing participation in an HRTC governance structure that equitably prioritizes planning efforts and projects aligned with state climate goals and reaching disinvested communities.
- Development of a regional plan that prioritizes projects and investment centered on the pillars of equity, environment and economy.
- Link planning efforts with federal, state, philanthropic, and local funding to leverage resources and create opportunities consistent with ongoing and on-the-ground work.
- Identification of regional, county, tribal, and community needs and economic development projects that create the next generation of projects that simultaneously address landscape and rural economic needs and equitably rebuild the regional economy.

Additionally, the Letter of Steering Committee Participation (Attachment 2) provides Plumas County's endorsement the Sierra Institute for Community and Environment as Conveners and Facilitators for the CERF work and agrees to having the County participate on the Steering Committee for this project.

Note, these letters have not been reviewed by County Counsel.

ATTACHMENTS:

1. Collective Partnership Agreement Letter
2. Letter of Steering Committee Participation

July 19, 2022

**Collective Partnership Agreement Letter
CERF North State Region High Road Transition Collaborative**

I. Context: The ten county North State region of California is characterized by forested land and water resources. The North State region supplies water to over 25 million Californians. The health of North State forests and watersheds are essential to California's economic future. The social and economic conditions of the communities within the region are dependent on an effective and socially responsible resource management sector. However, despite abundant natural resources and a pressing need to manage those resources, rural communities within the region lack family supporting wage jobs and are challenged by high unemployment, poverty, and some of the worst public health outcomes in the state among other social and economic challenges.

II. Need: Business as usual in rural economic development activities and natural resource and forest management has not generated the economic base or high quality jobs needed by local communities and counties in the region. Coupled with climate change and drought, the North State Region faces increasingly catastrophic wildfire seasons and forests and watersheds in need of restoration. Lack of forest and watershed management also threatens the recreation economy which many North State communities treasure and on which they rely economically. The economic distress of COVID-19 has slowed and hindered response to these challenges.

III. Opportunity: There has been increasing state and federal investment in the forest and watershed management sectors, largely driven by goals of wildfire mitigation and carbon capture, but the North State resource management industry has yet to be re-tooled to fully benefit from these investments and integrate environmental, social, and economic outcomes. Much of the biomass harvested from restoration activities is left in the forest or piled and burned, contributing to atmospheric carbon loads, and at the same time representing a net loss of material that could otherwise bring economic benefit to struggling rural economies. This High Roads Transition Collaborative (HRTC) focuses on rebuilding the social and physical infrastructure in rural forested regions and watersheds of the North State to secure the many benefits that can be produced from improved landscape management and forest product utilization businesses. This includes tailoring landscape management to improved recreation opportunities. While many barriers exist to improving North State resource management, this effort will advance projects that will stimulate investment in workforce development pathways, community-scale wood products manufacturing, and industrial clusters that co-locate energy facilities with value added wood businesses that produce carbon neutral and carbon sequestering materials, resulting in healthier forests, watersheds and communities.

IV. Purpose of this Collective Partnership Agreement Letter

This Letter formalizes the commitment of the signatories to align resources, support a regional planning effort and participate as members of a High Road Transition Collaborative in the North State Region.

Initial outcomes of the North State HRTC include:

- Ongoing participation in an HRTC governance structure that equitably prioritizes planning efforts and projects aligned with state climate goals and reaching disinvested communities.
- Development of a regional plan that prioritizes projects and investment centered on the pillars of equity, environment and economy.

- Link planning efforts with federal, state, philanthropic, and local funding to leverage resources and create opportunities consistent with ongoing and on-the-ground work.
- Identification of regional, county, tribal, and community needs and economic development projects that create the next generation of projects that simultaneously address landscape and rural economic needs and equitably rebuild the regional economy.

V. HRTC Priorities

The following is an initial list of priority areas for the North State HRTC:

- Capacity building, focusing on underserved, rural and tribal communities in the region.
- Forest health investments, focusing on investment in wood utilization infrastructure to develop value from forest restoration bi-product and provide local jobs.
- Innovative product and market development centered on carbon sequestering building materials and climate smart wood to energy and associated product innovations.
- Workforce Development, including supporting innovation in workforce pathways to match the rural context of the forest restoration economy.
- Tribal landscape stewardship and homeland restoration.
- Entrepreneurial development in value added wood utilization businesses, natural resource management, and recreation and tourism development.
- Public health, including improved environmental health conditions of North State residents and investment in a public health workforce.
- Growth of a recreation and tourism sector within the North State region, with strategies to capture these benefits for disinvested communities and disadvantaged groups.

VI. Decision Making Process

The North State HRTC will prioritize disinvested and tribal communities in its decision making process. An executive committee of HRTC members will a) set the agenda for partner meetings, b) work to ensure equitable outreach to HRTC members, c) regularly review and help establish an HRTC organization and structure that is responsive to disinvested community and county needs across the region. The executive committee will help identify sub-Committees including but not limited to forest business and workforce development, recreation and tourism, and tribal workforce and economic development. Additional subcommittees and participants will be added based on needs identified by the HRTC. The executive committee will also play a key role in establishing decisions to be made by the full group. The full HRTC will meet every other month the first year to refine priorities and guide planning processes. Initial decision making will be based on consensus agreement in hopes of advancing shared understanding and common ground. If the group is divided and a consensus agreement cannot be reached, a voting process will be undertaken with a decision advanced with a super majority vote (75% of voting participants “approving”). This decision process will be reviewed and modified as needed in first quarter of the planning implementation process. As part of the HRTCs commitment to equity and reaching the most disinvested communities in the region, initial HRTC members agree to allocating at minimum 70% of the CERF program funds available for the North State to the region’s non-urban areas (all areas outside of census places with 50,000 or more people).

VII. Participation Commitment from initial HRTC members

Role in the region and/or community:

Plumas County.

Knowledge and experience offered to the HRTC and regional planning effort:

Local government knowledge and experience to collaborate with Sierra Institute as Conveners and Facilitators in support of the HRTC priorities and North State region CERF planning effort.

Plumas County Contact information:

Name: Plumas County Board of Supervisors
Role or position title: Heidi White, Clerk of the Board
Phone number: 530-283-6170
Email: heidiwhite@countyofplumas.com

Plumas County
Partner

Kevin Goss, Chair
Board of Supervisors

Signature

Date

Attest

Heidi White, Clerk
Board of Supervisors

Signature

Date

BOARD OF SUPERVISORS

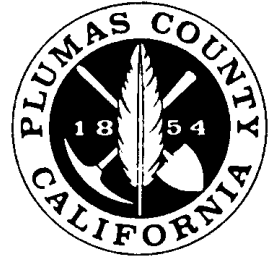
DWIGHT CERESOLA, DISTRICT 1

KEVIN GOSS, DISTRICT 2

SHARON THRALL, DISTRICT 3

GREG HAGWOOD, DISTRICT 4

JEFF ENGEL, DISTRICT 5



July 19, 2022

**RE: Community Economic Resilience Fund (CERF)
Letter of Steering Committee Participation**

Dear Sierra Institute for Community and Environment:

By this letter the Plumas County Board of Supervisors endorses the Sierra Institute for Community and Environment as Conveners and Facilitators for the Community Economic Resilience Fund (CERF) work and agrees to participate on the Steering Committee for this project.

In recent years, Plumas County has been left out of regional economic development activities as we have watched the decline of the timber industry and general slow-down of our local economy. We've lost students in our schools and families in our communities, and a way of life many of us hold near and dear is threatened.

The decline of the timber industry and jobs in the forest have been linked to a decline in forest health and a dramatic increase in forest fires. Much of Plumas County's forests are high hazard and an astounding 80% of the land has burned in recent years. In the last two years alone, the North Complex Fire and Dixie Fire burned over a million acres of land and destroyed hundreds of homes in Plumas communities. We need economic development that responds to these crises and builds a future.

It is for these reasons and more we are willing to participate on the Steering Committee for the CERF project. We understand the need for new thinking, new planning and implementation of economic development activities that are tied to restoration of our forests and communities. We need restoration jobs to reduce fire risks, improve forest health and to support recreation and tourism, a growing and needed sector in our local economy. We also need restoration jobs and businesses that will help us rebuild from the fires.

Business as usual won't get us where we and many other north state counties need to go.

Thank you for the CERF opportunity and the opportunity to be a part of planning for a future in which we can all prosper.

Sincerely,

Kevin Goss, Chair
Plumas County Board of Supervisors