Board of Supervisors

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

AGENDA FOR REGULAR MEETING
JUNE 6, 2023 TO BE HELD AT 10:00 AM
520 MAIN STREET, ROOM 308, QUINCY, CALIFORNIA

www.countyofplumas.com

AGENDA

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

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

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

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

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

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

Live Stream of Meeting

Members of the public who wish to watch the meeting are encouraged to view it LIVE ONLINE

ZOOM Participation

Although the County strives to offer remote participation, be advised that remote Zoom participation is provided for convenience only. In the event of a technological malfunction, the only assurance of live comments being received by the Board is to attend in person or submit written comments as outlined below. Except for a noticed, teleconference meeting, the Board of Supervisors reserves the right to conduct the meeting without remote access if we are experiencing technical difficulties.

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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

CALL TO ORDER

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. UPDATES AND REPORTS

A. DIXIE FIRE COLLABORATIVE
Report, update, and discussion on Dixie Fire Collaborative efforts

B. US FOREST SERVICE - US FOREST SERVICE
Report and update.

C. MUNIS HR/PAYROLL MODULE UPDATE
Report and update on Pentamation, Tyler/Munis software migration and efforts.

2. CONSENT AGENDA

These items are expected to be routine and non-controversial. The Board of Supervisors will act upon them at one time without discussion. Any Board member, 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. ASSESSOR'S OFFICE

1) Approve and authorize the County Assessor to recruit and fill, funded and allocated; 1.0 FTE Appraiser III position; vacancy due to resignation. **View Item**

B. BEHAVIORAL HEALTH

1) Approve and authorize the Chair to sign an Agreement between Plumas County Behavioral Health and the County of Butte for acute psychiatric inpatient care for FY 2023/2024; not to exceed $50,000.00; does not impact the general fund; approved as to form by County Counsel. **View Item**
2) Approve and authorize the Chair to sign an Agreement between Plumas County Behavioral Health and Crestwood Behavioral Health, a psychiatric rehabilitation center that covers a large demand for mental health wellness and recovery services for FY 2023/2024; not to exceed $165,000.00; does not impact the general fund; approved as to form by County Counsel. **View Item**
3) Approve and authorize the Chair to sign an Agreement between Plumas County Behavioral Health and North Valley Behavioral Health, a psychiatric health facility providing crisis stabilization services for FY 2023/2024; not to exceed $200,000.00; does not impact the General Fund; approved as to form by County Counsel. **View Item**
4) Approve and authorize the Chair to sign an Agreement between Plumas County Behavioral Health and Willow Glen Care Center, a psychiatric rehabilitation facility for adults and elderly individuals with acute psychiatric conditions for FY 2023/2024; not to exceed $600,000.00; approved as to form by County Counsel. **View Item**
5) Approve and authorize the Chair to ratify and sign an Agreement between Plumas County Behavioral Health and SmithWaters Group to provide service recipients and providers education regarding mental health law and patients' rights; effective May 1, 2023; not to exceed $24,000.00; no impact on the General Fund; approved as to form by County Counsel. **View Item**
6) Approve and authorize the Chair to sign an Agreement between Plumas County Behavioral Health and Joseph Schad, D.O. to provide Medical Direction for Substance Use Disorder and Medication Assisted Treatment for FY 2023/2024; not to exceed $20,000.00; no impact on General Funds; approved as to form by County Counsel. **View Item**
7) Approve and authorize the Chair to sign an Agreement between Plumas County Behavioral Health and Restpadd-Redding to provide rehabilitation services to individuals experiencing acute psychiatric conditions, covering fiscal years 2023/2024, and 2024/2025; not to exceed $300,000.00 (no impact to the General Fund); approved to form by County Counsel. **View Item**
8) Approve and authorize the Chair to sign an Agreement between Plumas County Behavioral Health and Restpadd-Red Bluff to provide rehabilitation services to youth and adult individuals experiencing acute psychiatric conditions, covering fiscal years 2023/2024, and 2024/2025; not to exceed $400,000.00 (no impact to the General Fund); approved to form by County Counsel. **View Item**

C. CLERK OF THE BOARD

1) Approve the Meeting Minutes for all meetings held in May of 2023, as submitted. **View Item**

D. COUNTY COUNSEL

1) Adopt a **RESOLUTION** Approving Conflict of Interest Codes adopted or amended by local districts and agencies in Plumas County; approved as to form by County Counsel. **View Item**

E. ENVIRONMENTAL HEALTH DEPARTMENT

1) Adopt a **RESOLUTION** authorizing the submittal of the solid waste Local Enforcement Agency (LEA) Grant for five (5) years to include FY 2023-2024 through FY 2028-2029 and authorize the Interim Director of Environmental Health to sign various assurances as the Board's designee; approved as to form by County Counsel. **View Item**

F. FACILITY SERVICES

1) Approve and authorize the Chair to sign an Agreement between Facility Services & Airports and DBT Transportation, LLC for inspection and maintenance of the Automated Weather Observation System (AWOS) at each of Plumas County's 3 airports. This is an FAA requirement; not to exceed $22,151.00 with no impact on the General Fund; approved as to Form by County Counsel. **View Item**

G. FAIR

1) Approve and authorize the Chair to sign an Agreement between the Plumas -Sierra County Fair and Adam Jones for a grandstand act at the 2023 Plumas Sierra County Fair, for FY 2023/2024; not to exceed $12,000.00; approved as to form by County Counsel. **View Item**

H. PUBLIC HEALTH AGENCY

1) Approve and authorize the Chair to ratify and sign an Agreement between Plumas County Public Health Agency and John Oravetz, to provide technical support and assistance services to Plumas County Public Health Agency Ryan White Programs; effective February 1, 2023; not to exceed $9,000.00; no impact to the General Fund; approved as to form by County Counsel. **View Item**
2) Approve and authorize the Chair to sign an Agreement between Plumas County Public Health Agency and Mark Satterfield, M.D., to perform the duties of a County Health Officer/Medical Director for the Public Health Agency for FY 2023/2024; not to exceed $90,000.00; does not impact the General Fund; approved as to form by County Counsel. **View Item**
3) Adopt a **RESOLUTION** to accept and approve an Amendment to subcontract number AP-2223-03 from Chico State Enterprises to accept funding in the amount of $34,221.00, and authorize the director of Public Health to sign; (no impact on the general fund); approved as to form by County Counsel. **View Item**
4) Approve and authorize the Department of Public Health to recruit and fill, one (1) extra-help Assistant Cook position for the Senior Services program at the Portola site, vacancy due to resignation; no impact to the general fund. **View Item**
5) Adopt a **RESOLUTION** to amend Fiscal Year 2022-2023 Plumas County position allocation for the Public Health Agency to add a 1.00 FTE position to the Health Education Series in Budget Unit 70560, and authorize Human Resources to recruit and fill the position; no impact to the general fund; approved as to form by County Counsel; discussion and possible action. **View Item**
6) Adopt a **RESOLUTION** to accept and approve a grant awarded by the California Department of Public Health in the amount of $567,056.00; does not impact the general fund; approved as to form by County Counsel. **View Item**
7) Adopt a **RESOLUTION** to approve and accept funding for agreement CHVP SGF EXP 22b-32 from the California Department of Public Health, Maternal, Child and Adolescent Health, for period July 1, 2022 through June 30, 2023, in the amount of $403,929.00; does not impact the general fund; approved as to form by County Counsel. **View Item**
8) Adopt a **RESOLUTION** to accept Subaward Number A23-0057-S003 from Chico State Enterprises in the amount not to exceed $119,490.00 and authorize the Director of Public Health to sign; does not impact general fund; approved as to form by County Counsel. **View Item**

9) Adopt a **RESOLUTION** to approve and accept the California Public Health Workforce Career Ladder Education and Development (PH-Career Ladder) Grant awarded by the California Department of Public Health, grant funding period is Fiscal Year 2022-2023 to 2025-2026, in the amount of $50,032.00; does not impact the general fund; approved as to form by County Counsel. **View Item**

10) Approve and authorize the Director of Public Health to recruit and fill (1) one Extra-Help Administrative Services Officer position; no impact on the general fund. **View Item**

I. SHERIFF

1) Approve and authorize the Chair to sign an Agreement between Plumas County Sheriffs' Department and Dale Harris, DDS to provide dental services for the Plumas County Correctional Facility for FY 2023/2024, not to exceed $60,000.00; approved as to form by County Counsel.**View Item**

2) Approve and authorize the Board Chair to sign an Agreement between the Plumas County Sheriffs' Department and Joseph Schad, D.O. to act as the Medical Director for the Plumas County Correctional Facility for FY 2023/2024; not to exceed $178,000.00 dollars; approved as to form by County Counsel. **View Item**

3) Approve and authorize the Chair to sign an Agreement between the Sheriff's Office and Feather River Physicians to provide medical services for the Correctional Facility for FY 2023/2024; not to exceed $102,300.00; approved as to form by County Counsel. **View Item**

J. SOCIAL SERVICES

1) Approve and authorize the Chair to sign an Agreement between Plumas County Social Services Department and RSH INC., dba Curran Tire Center for vehicle maintenance and repair for FY 2023-2024; not to exceed $20,000.00 (no general fund impact); approved as to form by County Counsel. **View Item**

2) Approve and authorize the Chair to sign an Agreement between Plumas County Social Services Department and Plumas Rural Services for CalWORKs Child Care services for FY 2023-2024; not to exceed $233,129.00 (no general fund impact); approved as to form by County Counsel. **View Item**

3) Approve and authorize the Chair to sign an Agreement Between Plumas County Social Services Department and Plumas Rural Services for family therapy services provided to children and their families who are in the Child Welfare system for FY 2023/2024; not to exceed $50,000.00 (No general fund impact); approved as to form by County Counsel. **View Item**

4) Approve and authorize the Chair to sign an Agreement between the Department of Social Services and Plumas Rural Services for case management services provided to CalWORKs TANF eligible recipients who have alcohol and drug conditions that are barriers to seeking and accepting work for FY 2023/2024; not to exceed $28,600.00 (no general fund impact); approved as to form by County Counsel. **View Item**

5) Approve and authorize the Chair to sign an Agreement between Plumas County Social Services and Environmental Alternatives for the operation of the Transitional Housing Program-Plus for transitional foster youth for FY 2023/2024; not to exceed $58,416.00 (no general fund impact); approved as to form by County Counsel. **View Item**

6) Approve and authorize the Chair to sign an Agreement between the Department of Social Services and Plumas Rural Services for Nurturing Parenting classes offered to parents of children who are in the Child Welfare system for FY 2023-2024; not to exceed $17,200.00 (no general fund impact); approved as to form by County Counsel. **View Item**

7) Approve and authorize the Chair to sign an Agreement between the Department of Social Services and Plumas Rural Services for Nurturing Parent In-Home classes offered to parents of children who are in the Child Welfare system for FY 2023-2024; not to exceed $56.000.00 (no general fund impact); approved as to form by County Counsel. **View Item**

K. DEPARTMENT OF PUBLIC WORKS

1) Approve and authorize the Director of Public Works/Road Department to recruit and fill, funded and allocated; 1.0 FTE Road Maintenance Worker I/II position in the Beckwourth Maintenance District. **View Item**

2) Approve and authorize the Chair to sign Amendment A to Amendment No. 12 of the MGE Engineering, Inc. Professional Services Agreement for "On-call Civil Engineering Services for Transportation Improvement Projects" for the "Snake Lake Road Bridge Replacement Project"; not to exceed $11,173.54; approved as to form by County Counsel. **View Item**

L. SOLID WASTE

1) Approve and authorize the Chair to sign an Agreement between Plumas County Public Works and Feather River Disposal, authorizing Plumas County Public Works Department to reimburse Feather River Disposal for expenses incurred from hosting Tire Amnesty Days events through June 30, 2024; not to exceed $20,000.00 (no impact to the General Fund); approved as to form by County Counsel. **View Item**

M. COUNTY CLERK RECORDER REGISTRAR

1) Accept Certification of Election Results for the May 2, 2023 West Almanor Community Services District Special Tax Election. **View Item**

N. AUDITOR CONTROLLER

1) Authorize Auditor Controller to allow extra help employees to work more than 29 hours per week for the months of June and July; not to exceed 1560 hours per 12-month period from November 1, 2022 - October 31. 2023. **View Item**

3. SPECIAL DISTRICTS GOVERNED BY BOARD OF SUPERVISORS

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

A. ADJOURN AS THE PLUMAS COUNTY BOARD OF SUPERVISORS AND CONVENE AS THE PLUMAS COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT GOVERNING BOARD.

1) Adopt a **RESOLUTION** accepting an Agreement from the state of California Department of Water Resources (DWR) for reimbursement of personnel and equipment related to the Salmon Study; approved as to form by County Counsel; discussion and possible action. **Roll call vote** **View Item**

B. ADJOURN AS THE PLUMAS COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT GOVERNING BOARD AND RECONVENE AS THE PLUMAS COUNTY BOARD OF SUPERVISORS.

4. DEPARTMENTAL MATTERS

A. AGRICULTURAL/WEIGHTS & MEASURES - Willo Vieira

1) Authorize supplemental budget transfers totaling $21,206.00 as follows: $11,650.00 from State Aid for Agriculture account 44180 into Fixed Asset account 542600 for fixed asset purchase of Probwell Electric Meter Testing Device ; $1,580.00 from State Aid for Agriculture account 44180 into 524300 Small tool/ Instrument for an Electric Air Compressor; $6,256.00 from State Aid for Agriculture account 44180 into 521800 Office Expense for Projector and Computer Equipment; $1,720.00 from State Aid for Agriculture account 44180 to 520940 Safety; and approve and authorize fixed asset purchase of $11,650.00 for Probewell Electric Meter Testing Device; discussion and possible action. **Four/ fifths roll call vote** **View Item**

B. BEHAVIORAL HEALTH - Sharon Sousa

1) Adopt **RESOLUTION** to amend the Fiscal Year 2022/2023 position allocation to add 1.0 FTE Behavioral Health Systems Analyst or Information Systems Technician to Department #70570 and #70580; approved as to form by County Counsel; discussion and possible action. **Roll call vote** **View Item**

2) Approve and authorize no contract payment of $1109.79, to Sutter-Yuba Behavioral Health for addiction treatment services; discussion and possible action. **View Item**

C. COUNTY COUNSEL - Gretchen Stuhr

1) Approve and authorize the Chair to ratify and sign Amendment No. 1 to the agreement between Plumas County and Municipal Resource Group, LLC for additional investigations; increasing compensation by $40,000 for a total amount not to exceed $48,000; effective February 14, 2023; approved as to form by County Counsel; discussion and possible action. **View Item**

D. PLUMAS COUNTY LIBRARY - Lindsay Fuchs

1) Adopt **RESOLUTION** of the County Librarian authorizing the grant application, acceptance, and execution of the grant funds from the State of California for the Building Forward Library Facilities Improvement Program; approved as to form by County Counsel; discussion and possible action. **Roll call vote** **View Item**

2) Approve the MOU with Plumas Unified School District to continue to operate the Greenville Library out of the Greenville High School for 23/24FY; approved as to form by County Counsel. **View Item**

E. PUBLIC HEALTH AGENCY - Dana Loomis

1) Adopt **RESOLUTION** authorizing the Director of Public Health to sign and accept Older Californians Nutrition Program (ONCP) Grant funds in the amount of $85,882.00, and execute ONCP Grant Agreements for Fiscal Year 2023-2024; approved as to form by County Counsel; discussion and possible action. **Roll call vote** **View Item**

F. SHERIFF'S OFFICE - Todd Johns

1) Presentation by Sheriff Todd Johns on the Sheriff's Office hiring background process. **View Item**

2) Approve and authorize fixed asset purchase of five (5) Motorola mobile radios, for a total amount not to exceed $33,326.00 from 70386-542200; discussion and possible action. **Roll call vote** **View Item**

G. PLANNING DEPARTMENT - Tim Evans

1) **10:00 AM. Continued Public Hearing:** Adopt an **ORDINANCE**, of the County of Plumas, State of California, first introduced on April 18, 2023, amending Plumas County Code Title 9 Planning and Zoning, Chapter 2 Zoning, Article 4 General Requirements, Sec. 9-2.405 – Camping; and Article 13 – Single-Family Residential Zones (2-R, 3-R, 7-R), Sec. 9-2.1301 – Purpose (2-R, 3-R, 7-R); and Article 2 Definitions, adding Sec. 9-2.273.5 - "Prime Opportunity Areas"; approved as to form by County Counsel; discussion and possible action. **Roll call vote** **View Item**

2) **10:30 AM. PUBLIC HEARING:** Introduce and waive the first reading of an **ORDINANCE**, General Plan Amendment Zoning Ordinance, Seneca Healthcare District General Plan Amendment and Zone Change; GPA 8-21/22-01, approved as to form by County Counsel; **Roll call vote** **View Item**

H. SOLID WASTE - John Mannle

1) **Time Certain Public Hearing at 11:00 A.M.:**
Receive a report from the Department of Public Works Solid Waste Division and recommendations from the Solid Waste Task Force, pertaining to the proposed rate increase of 9.08% at transfer stations (for residential and commercial customers self-hauling solid waste to Plumas County transfer stations located in Quincy, Chester, Greenville, and LaPorte) located in Franchise Area No. 1, operated by Franchise Contractor USA Waste of California, Inc., dba Feather River Disposal (FRD).

Consider Adoption of proposed **RESOLUTION** establishing a Revised Fee Schedule for residential and commercial customers self-hauling Solid Waste to Plumas County Transfer Stations located in Quincy, Chester, Greenville, and LaPorte; Franchise Contractor Service Area No. 1, (rate increase of 9.08%); discussion and possible action. **Roll call vote** **View Item**

2) **Time Certain Public Hearing 11:30 A.M.:**
Receive a report from the Department of Public Works Solid Waste Division and recommendations from the Solid Waste Task Force, pertaining to the proposed rate increase of 10.37% at transfer stations (for residential and commercial customers self-hauling solid waste to Plumas County transfer stations located in Delleker and Graeagle) located in Franchise Area No. 2, operated by Intermountain Disposal (IMD).

Consider Adoption of proposed **RESOLUTION** establishing a Revised Fee Schedule for residential and commercial customers self-hauling Solid Waste to Plumas County Transfer Stations located in Delleker and Graeagle; Franchise Contractor Service Area No. 2, (rate increase of 10.37%); discussion and possible action. **Roll call vote** **View Item**

3) Approve and authorize the Chair to sign a Memorandum of Understanding (MOU) between Plumas County Public Works and Feather River Disposal for the joint operation of the Chester Green Waste Program; approved as to form by County Counsel; discussion and possible action. **View Item**

5. COUNTY ADMINISTRATIVE OFFICE - DEBRA LUCERO

A. County Administrative Officer's Report for May 2023

B. Adopt a **RESOLUTION** to authorize County Administrative Officer to sign agreements for disbursement of the American Rescue Plan Act Community Grants to grantees of said program; not to exceed a total of $540,000; no fiscal impact on general fund; as approved to form by County Council. **Four/fifths roll call vote** **View Item**

C. Approve and Authorize the supplemental budget transfer for the ARPA Community Grant program of $540,000 from ARPA Transfer-out account 2000358/58000 into CAO account 2003052/521900 for Professional Services; no fiscal impact on General Fund; discussion and possible action. **Four/fifths roll call vote** **View Item**

6. BOARD OF SUPERVISORS

A. Accept letter of retirement from Dr. Dana Loomis, Director of Plumas County Public Health, effective July 8, 2023, and direct Human Resources to begin recruitment to fill the position; discussion and possible action **View Item**

B. Accept letter of resignation from Gretchen Stuhr, Plumas County Counsel, effective July 24, 2023, and direct Human Resources to begin recruitment to fill the position; discussion and possible action. **View Item**

C. **10:15 AM. PUBLIC HEARING:**
Pursuant to Ordinance No. 15-1096 and No. 16-1100 regarding "Outdoor Festivals", consider the application received for an outdoor music festival event to be held in Belden Town, CA:
- Sunset Campout, June 30-July 2, 2023.

discussion and possible action. **Roll call vote** **View Item**

D. APPOINTMENTS

1) Appoint Jennie Mathews to the Plumas - Sierra County Fair Board representing District 3, for a term of 3 years as recommended; discussion and possible action.

E. CORRESPONDENCE

F. **INFORMATIONAL ANNOUNCEMENTS**
Weekly report by Board members of meetings attended, key topics, project updates, standing committees and appointed Boards and Associations

7. CLOSED SESSION

ANNOUNCE ITEMS TO BE DISCUSSED IN CLOSED SESSION

A. Public Employee Employment, Appointment, Recruitment, Performance Evaluations, Including Goals, Pursuant to Government Code Section 54957:

1. Agricultural Commissioner
2. Behavioral Health Director
3. Building Services Director
4. Chief Probation Officer
5. Child Support Services Director
6. County Administrative Officer
7. County Counsel
8. Environmental Health Director
9. Facility Services Director
10. Fair Manager
11. Human Resources Director
12. Information Technology Director
13. Library Director
14. Museum Director
15. Planning Director
16. Public Health Director
17. Public Works Director
18. Risk & Safety Manager

19. Social Services Director

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) of Government Code Section 54956.9 (1 Case)

REPORT OF ACTION IN CLOSED SESSION (IF APPLICABLE)

8. ADJOURNMENT

Adjourn meeting to Tuesday, June 13, 2023, Board of Supervisors Room 308, Courthouse, Quincy, California

PLUMAS COUNTY
ASSESSOR'S OFFICE
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Cindie Froggatt, Plumas County Assessor**
MEETING DATE:	**June 6, 2023**
SUBJECT:	**Approve and authorize the County Assessor to recruit and fill, funded and allocated; 1.0 FTE Appraiser III position; vacancy due to resignation.**

Recommendation:
Approve and authorize the County Assessor to recruit and fill, funded and allocated; 1.0 FTE Appraiser III position; vacancy due to resignation.

Background and Discussion:
n/a

Action:

Approve and authorize the County Assessor to recruit and fill, funded and allocated; 1.0 FTE Appraiser III position; vacancy due to resignation.

Fiscal Impact:

Included in the FY 2022-2023 approved Budget.

Attachments:
1. Agenda Request Form 2-14-2023
2. BOS - Request to recruit for Chief Appraiser - 2023
3. CRITICAL STAFFING QUESTIONS Chief Appraiser 5-2023
4. ORGANIZATIONAL CHART-5-2023

BOARD AGENDA REQUEST FORM

Department: Assessor

Authorized Signature: _____

Board Meeting Date: 6/6/2023

Request for 15 minutes for presentation
(If a specific time is needed, please contact the Clerk of the Board directly.)

Consent Agenda: ☑ Yes ☐ No

Description of Item for the Agenda (This is the wording that should appear on the agenda):

A. Approval to Recruit and Fill allocated and funded Chief Appraiser Position.

B. _____

C. _____

Review by Necessary Departments:

I have had this item reviewed and approved by the following departments:

Human Rescources

If another department or the CAO is opposed to an agenda item, please indicate the objection:

Attached Documents:

Contracts/Agreements:
Three copies? (Y☐ /N☐)
Signed? (Y☐ /N☐)

Budget Transfers Sheets:
Signed? (Y☐ N☐)

Other: _____

Publication:

☐ Clerk to publish on _____. ☐ Notice attached and e-mailed to Clerk.
☐ Notice to be published ____ days prior to the hearing. _____
(if a specific newspaper is required, enter name here.)
☐ Dept. published on _____ (Per Code §_____). ☐ Copy of Affidavit Attached.

County Ordinances-Procedural Requirements for Adoption, Amendment or Repeal:

I have complied with the policy adopted by the Board regarding County Ordinances Procedural Requirements:
Yes: ☐ No: ☐ Not Applicable: ☐

If Not Applicable, please state reason why:

The deadline to place an item on the agenda for the following week's board meeting is Monday at 12:00 p.m. If the Monday deadline falls on a holiday, the deadline is then the Friday before the Holiday.

Date: **May 15, 2023**

To: **The Honorable Chair and Board of Supervisors**

From: **Cynthia L Froggatt, Assessor**

Subject: **Authorize the Assessor to recruit and fill funded and allocated; 1.0 FTE Chief Appraiser position and approve other wages for the retired Assessor for training.**

Background and Discussion:

The Chief Appraiser position is vacant due to a resignation. The Assessor's office is working on closing the taxroll by June 30, 2023. The assistance of the retired Assessor would provide training for new recruitments and office staff. With current staffing levels, this office is unable to absorb this additional workload without falling behind on our normal responsibilities. We pride ourselves on putting out a timely and accurate taxroll. This position will allow our office to help train our two new Appraisers, an Appraiser I & an Appraiser II, that will help to bring our workload current which will provide benefits for GIS, Law Enforcement, service providers, the Assessor, Auditor, Tax Collector and ultimately the taxpayers who support our local government.

Requested Action

The Assessor requests the Board's approval to recruit and add the position of Chief Appraiser to our current recruitment and filling the position. This is one FTE of the Department's Position Allocation List. A copy of the allocation list approved for the 2022-2023 budget is attached.

Chief Appraiser

QUESTIONS FOR STAFFING CRITICAL POSITIONS WHICH ARE CURRENTLY ALLOCATED.

- Is there a legitimate business, statutory or financial justification to fill the position?
  Yes! The Assessor's Office has historically had three appraisers and one Chief Appraiser. The recent resignation of the Chief Appraiser prompted the current Assessor to review the office structure and consider leadership development for long term succession planning. This position will not result in an increase in total FTEs for the office.

- Why is it critical that this position be filled at this time?
  The resignation from this Chief Appraiser position is critical to be filled in order to allow the appraisal team prompted to produce an up to date and accurate taxroll.

- How long has the position been vacant?
  This position became vacant on June 2, 2023. This position will not result in an increase of total FTEs for the office.

- Can the department use other wages until the next budget cycle?
  No.

- What are staffing levels at other counties for similar departments and/or positions?
  Plumas County appraisal staffing is at the higher end of the range in terms of similar counties, however overall staffing is at the lower end of the range. Plumas County is in the higher end of the range as far as work load, which justifies the larger appraiser allocation. Plumas County is among the lowest in overall staffing. This is in part due to the Property Tax Specialist positions that have been shed in recent years due to budget reductions.

- What core function will be impacted without filling the position prior to July 1?
  The inner workings of the office will be impacted as far as keeping our valuation process up to date and allowing the Department to close the taxroll accurately and on time. This position has already been included in the 2022-2023 budget process.

- What negative fiscal impact will the County suffer if the position is not filled prior to July 1? ***The position has already been included in the 2022-2023 budget process.***

- A non-general fund department head needs to satisfy that he/she has developed a budget reduction plan in the event of the loss of future state, federal or local funding? What impact will this reduction plan have to other County departments? ***N/A***

- Does the department expect other financial expenditures which will impact the general fund and are not budgeted such as audit exceptions? ***Possibly, there are unworked Business Property Audits that need to be done and any pending assessment appeals.***

- Does the budget reduction plan anticipate the elimination of any of the requested positions? ***N/A***

- Departments shall provide an estimate of future general fund support for the next two years and how the immediate filling of this position may impact, positively or negatively, the need for general fund support? ***The Assessor's Office is a General Fund Department***

- Does the department have a reserve? If yes, provide the activity of the department's reserve account for the last three years? ***The Assessor's Office does not have a reserve fund.***

CRITICAL STAFFING COMMITTEE
REQUEST FORM

The following information and questionnaire must be completed in its entirety before the request will be reviewed by the Critical Staffing Committee.

DATE OF REQUEST: February 2, 2023

DEPARTMENT TITLE: Assessor

BUDGET CODE(s) AND BREAKDOWN FOR REQUESTED POSITION: Assessor - 20060

POSITION TITLE: Chief Appraiser

IS POSITION CURRENTLY ALLOCATED? YES XX NO ____

For Committee use only

Date of Committee Review: _____
Determination of Committee? _____ Recommended
_____ Not Recommended
Comments:_____
_____
_____
_____

Date to Board of Supervisors: _____
Board Action: _____ Approved _____ Denied
Board Modifications _____
_____
_____

Date returned to Department: _____

Date submitted to HR Technician for recruitment: _____

2023

ASSESSOR'S OFFICE ORGANIZATIONAL CHART

ASSESSOR

CINDIE FROGGATT

Phone 530-283-6152 CINDIEFROGGATT@COUNTYOFPLUMAS.COM

CHIEF APPRAISER

AMY HENDRICKSON

VACANT 6/2/23

Phone 530-283-6592

AMYHENDRICKSON@COUNTYOFPLUMAS.COM

APPRAISER I

JOHN RIDLEY

Phone 530-283-6458

JOHNRIDLEY@COUNTYOFPLUMAS.COM

APPRAISER II

STEPHANIE EDWARDS

Phone 530-283-6230

STEPHANIEEDWARDS@COUNTYOFPLUMAS.COM

APPRAISER ASST. APPRAISER I,II,III

VACANT

Phone 530-283-6228

NAME@COUNTYOFPLUMAS.COM

CADASTRAL MAPPING SPECIALIST

CORY BROMBY

Phone 530-283-6223

CORYBROMBY@COUNTYOFPLUMAS.COM

DEPT. FISCAL OFFICER I,II OR OFFICE MANAGER

VACANT

Phone 530-283-6224

NAME@COUNTYOFPLUMAS.COM

PROPERTY TAX ASSESSMENT SPECIALIST I/II

VACANT

Phone 530-283-6380

NAME@COUNTYOFPLUMAS.COM

PLUMAS COUNTY
BEHAVIORAL HEALTH DEPARTMENT
MEMORANDUM

TO: **Honorable Chair and Board of Supervisors**

FROM:

MEETING DATE: **June 6, 2023**

SUBJECT: Approve and authorize the Chair to sign an Agreement between Plumas County Behavioral Health and the County of Butte for acute psychiatric inpatient care; not to exceed $50,000.00; does not impact the general fund; approved as to form by County Counsel.

Recommendation:
It is respectfully requested the Board of Supervisors approve and authorize the board chair to sign $50,000.00 Agreement with Butte County Department of Behavioral Health.

Background and Discussion:
Butte County Department of Behavioral Health is a psychiatric health facility, serving individuals experiencing acute psychiatric episodes or crises' who require rehabilitation services in a non-hospital setting. This agreement has been approved to form by County Counsel.

Action:

It is respectfully requested the Board of Supervisors approve and authorize the board chair to sign $50,000.00 Agreement with Butte County Department of Behavioral Health.

Fiscal Impact:

No impact to the general fund

Attachments:
1. 23-284 FINAL

REVENUE AGREEMENT
BETWEEN
COUNTY OF PLUMAS
AND
COUNTY OF BUTTE
FOR ACUTE PSYCHIATRIC INPATIENT CARE
FISCAL YEAR 2023-24

This Agreement is made and entered into by and between County of PLUMAS, a political subdivision of the State of California, through its PLUMAS County Mental Health Services, hereinafter referred to as PLUMAS, and County of Butte, a political subdivision of the State of California, through its Butte County Department of Behavioral Health, hereinafter referred to as BUTTE, collectively PARTIES and singularly PARTY.

RECITALS

PLUMAS seeks to extend to residents of PLUMAS County certain hospital-based psychiatric inpatient services which BUTTE is equipped, staffed, and prepared to provide under the terms and conditions set forth in this Agreement.

PLUMAS believes it is in the best interest of the people of PLUMAS County to provide these services by contracting for such services and facilities, and Parts of Title 9 of the California Administrative Code (as particularly set forth in Sections 500-594) and Section 5600 et seq. of the California Welfare and Institutions Code (WIC) contain definitions, standards, procedures, and regulations by and pursuant to which PLUMAS and BUTTE may lawfully contract for the provision of mental health services as hereinafter set forth in this Agreement. This Agreement initiates and is part of PLUMAS's obligation to provide psychiatric inpatient services under the Managed Care Plan (MCP) as promulgated by the State of California's Department of Health Care Services (DHCS).

AGREEMENT

Now, therefore, in consideration of the mutual covenants and conditions hereinafter set forth, BUTTE and PLUMAS agree as follows.

A. SERVICES:

1. **Applicable Laws:**
   BUTTE shall provide the services prescribed in this Agreement in accordance with the California Mental Health Services Act (MHSA), as identified in Sections 5775 WIC, et seq., and all related laws, regulations and policies governing managed inpatient psychiatric care as promulgated by the State of California, DHCS, Emergency Medical Treatment and Labor Act (EMTALA), which from time to time will be amended. However, any amendments to such statues or regulations shall not retroactively affect the obligation of the Parties under this Agreement.

2. **Direction and Supervision:**

The services provided by BUTTE pursuant to this Agreement shall be furnished under the general supervision of the Director of BUTTE. The Director of BUTTE or his designee shall represent BUTTE in all matters pertaining to services rendered and shall administer this Agreement, including authorization for admission, care, and discharge of all PLUMAS clients for whom reimbursement is required under the terms of this Agreement, on behalf of BUTTE's Psychiatric Health Facility (PHF).

3. Admission Procedures:

BUTTE is authorized to admit psychiatric clients who are residents of PLUMAS, without prior authorization from PLUMAS, when those beneficiaries of PLUMAS meet all requirements for inpatient psychiatric hospitalization. Ongoing authorization from PLUMAS must follow all applicable concurrent review authorization processes and procedures as identified in BUTTE County Policy and with DHCS regulations, for PLUMAS beneficiaries placed at the Butte County PHF. All admissions shall be for clients of PLUMAS who meet the accepted standards of medically necessary treatment. PLUMAS shall utilize Butte County PHF as a placement of last resort.

4. Admission Policy:

BUTTE's admission policy shall be in writing, available to the public, and shall include a provision that clients are accepted for care without discrimination on the basis of race, color, religion, sex, national origin, ancestry, physical or behavioral handicap, or developmental disability. The Butte County PHF shall admit beneficiaries who meet all required regulations and standards for care at the PHF in line with DHCS and EMTALA regulations.

5. Description of Services:

a. BUTTE agrees to provide acute psychiatric inpatient care to clients referred by PLUMAS. These clients must be referred by PLUMAS utilizing the Referral Procedures described in this Agreement. Such services shall include, but are not limited to, 72-hour detention under Section 5150 WIC, 14-day Certification under Section 5250 WIC, and voluntary clients that meet medical necessity for inpatient psychiatric hospitalization, that would otherwise be referred by PLUMAS. These services shall be provided in the Butte County PHF located at 592 Rio Lindo Ave in Chico, California, except that PLUMAS shall conduct any necessary Court proceedings in regard to Conservatorships in PLUMAS County.

b. BUTTE shall prepare and serve all Notices of Certification under Sections 5250 WIC, et seq., 5260 WIC, et seq., or 5270 WIC, et seq., and PHF staff shall give their best efforts in making the evaluations for certifications as expeditiously as possible and in notifying PLUMAS in line with PHF policy and procedures, if any continued holds are anticipated. PLUMAS may request copies of any Butte County PHF Policies at any time.

c. BUTTE shall designate the PHF as the facility for 72-hour detention for treatment and evaluation as well as for continued detention under WIC 5250, 5260, and 5270 as provided for in Sections 5150, et seq.

d. BUTTE shall inform the client of the complaint and grievance policy of the Butte County Mental Health Plan and notify PLUMAS, in a timely manner, of any grievance filed by a client of PLUMAS. Notifications shall be made in partnership with the Butte County Patient's Rights Advocate and/or Beneficiary Protections Designee. PLUMAS shall provide all applicable access to PLUMAS Patient's Rights Advocates and Beneficiary Protections Designee in order to ensure continuity of care for PLUMAS Beneficiaries receiving services at the Butte PHF.

e. BUTTE shall provide linguistically competent services with various interpreters (including sign language) by contracting with Language Line Solutions, Inc. as well as with other vendors.

f. BUTTE shall adhere to Title XIX of the Social Security Act, 42 USC and all applicable Federal and State statutes and regulations.

6. Quality of Care:

As expressed conditions precedent to requiring PLUMAS's payment obligation under the terms of agreement, BUTTE shall:

a. Assure that any and all eligible beneficiaries receive care as required by regulations adopted pursuant to Sections 5775 WIC, et seq., and 14680 WIC, et seq.

b. Provide psychiatric inpatient hospital services in the same manner to beneficiaries as it provides to all clients to whom it renders psychiatric inpatient hospital services.

c. Not discriminate against Medi-Cal or PLUMAS's Short-Doyle designated beneficiaries in any manner, including admission practices.

d. PLUMAS shall identify staff available to proactively engage in discharge planning and continuity of care coordination seven (7) days per week to ensure that all PLUMAS beneficiaries have adequate access to after care resources, including, but not limited to: transportation back to their county of origin, outpatient mental health services, substance use treatment services, adult residential services, Board and Care placement, and any other applicable referrals as identified during treatment.

e. PLUMAS shall identify a staff person to participate in regular treatment team meetings and/or Multi-Disciplinary Team (MDT) meetings whenever a PLUMAS beneficiary is receiving services at the PHF.

7. Level of Care:

PLUMAS shall make every effort to determine if the PLUMAS clients referred for admission at the BUTTE PHF can be serviced at a level of care below that of inpatient psychiatric hospitalization. PLUMAS shall make all efforts to coordinate with the BUTTE Hospitalization Team and as applicable to the beneficiary's placement.

8. Referral Procedure:

a. PLUMAS shall provide such information as shall be required to provide adequate care for the client prior to referral of each client. This information shall include, but not be limited to client's history, diagnosis, reason for referral for inpatient care, the medications, and estimated length of stay, which, within reason, are obtainable.

b. Prior to referral of any client to the PHF, PLUMAS must have a medical clearance evaluation made of each client in line with DHCS and EMTALA regulations, and no clients shall be transferred to the PHF who would require more than an outpatient level of care for any non-psychological medical problem. Any medical condition arising during treatment shall not be the responsibility of BUTTE and if local treatment is required, it shall be arranged by PLUMAS. When a client is to be transferred to the PHF with a medical problem which, in PLUMAS's determination is an outpatient level of care, BUTTE shall review the determination and reserves the right to determine if the beneficiary can be managed on the PHF unit. PLUMAS shall fully advise BUTTE of all medical conditions as part of a medical clearance included with each referral.

c. PLUMAS shall complete all necessary legal work such as 5150's, psychiatric assessment, lethality assessment, assessment of dangerousness, assessment of grave disability, medical information, etc. to the extent necessary to legally detain involuntary clients before the referral to the PHF occurs. Copies of this paperwork and pertinent clinical information, including conservatorship paperwork and discharge placement for existing conserved clients, shall be transferred with the client. If the PHF is to hold clients not already conserved by PLUMAS, the PHF must be designated by PLUMAS to be able to write 5150's for PLUMAS clients. PLUMAS must provide transportation of all placements of PLUMAS to and from Butte County and/or other placement facilities.

d. PLUMAS, before transporting a client into the PHF, shall ensure there is an agreed upon estimated time of arrival with BUTTE and shall ensure that the beneficiary has been accepted for admission. PLUMAS shall submit all referral packets containing the aforementioned clinical information to the Butte County Hospitalization Team and request review by the PHF.

e. PLUMAS shall notify the PHF of any cultural competency needs of clients referred to BUTTE, and PLUMAS shall be responsible for any interpreter costs incurred by the PHF to serve said cultural competency needs of referred clients requiring such services.

f. Third Party Revenue: BUTTE retains contractual responsibility for third party billing to Short-Doyle/Medi-Cal, private insurance, or other third-party sources;

1. PLUMAS shall prepare all necessary financial documents for each referred client and deliver them to the PHF at the time the client is transported; however, if PLUMAS is unable to complete the documents prior to admission of involuntary clients, including clients referred pursuant to Section WIC 5150, et seq., PLUMAS shall mail documents to the PHF by Express Mail (or similar service) within 24 hours

of admission.

2. Financial documents to accompany the client shall include the BUTTE Payor Financial Information/Insurance Authorization Form, **Attachment 1**, attached hereto and incorporated by this reference, and if applicable a copy of the client's Medi-Cal Beneficiary Identification Card.

3. BUTTE shall make a best effort attempt to obtain necessary information required for third party billing purposes, from PLUMAS's clients; however, if BUTTE is unsuccessful, then it is understood that PLUMAS shall be solely liable for all Psychiatric Inpatient charges incurred on behalf of said client.

g. PLUMAS shall provide a liaison and phone number that can be reached 24 hours a day for authorization on any clients referred pursuant to Section 5150 WIC, et seq. PLUMAS shall respond to the PHF within 4 hours of initial contact by the PHF.

9. On-Call Crisis Number for PLUMAS County: 1-800-757-7898

All admissions are contingent upon bed availability with BUTTE residents being given admission priority. (BUTTE reserves the right to refuse any referral.)

10. Transportation and Client Preparation:

Transportation from PLUMAS to the PHF and, upon discharge from the PHF to PLUMAS, shall be the responsibility of and at the expense of PLUMAS. All after-care arrangements shall be the responsibility of PLUMAS. The PHF shall advise PLUMAS prior to discharge so that appropriate discharge planning can be carried out.

a. PLUMAS shall arrange for transportation of all clients back to PLUMAS within 2 hours of termination of the 72-hour hold or any continued detention (WIC 5250,5260,5270) period in which the PHF may legally retain those involuntary clients that PLUMAS refers to the PHF. In the event PLUMAS does not arrange transportation for said clients, PLUMAS shall provide and identify alternative transportation for said clients to PLUMAS at PLUMAS's expense and said expenses shall not be included within the expense limitations set forth in Item C. Payments of this Agreement.

b. In case of client discharge for cause (e.g., court order, certification hearing outcome, PLUMAS's counsel recommendation, etc.) PLUMAS shall arrange for all transportation back to PLUMAS immediately.

c. PLUMAS shall be responsible to provide after-care arrangements and transportation for all PLUMAS clients whether referred by PLUMAS or directly admitted without prior authorization as stipulated in this agreement.

B. TERM:

1. Term of Agreement:

Unless sooner terminated, as hereinafter provided, the term of this Agreement shall be from **July 1, 2023** through **June 30, 2024**. Notwithstanding the foregoing, this Agreement may be terminated by either PARTY upon sixty (60) days written notice. In the event of such termination, this Agreement shall become null and void and of no further force or effect.

C. PAYMENTS:

1. Rate of Pay:

a. PLUMAS shall pay BUTTE the difference between BUTTE's current rate of **$1,938.51** per client per day (the daily rate), less all revenue, interest, and return resulting from third party billing, for inpatient care under the "Psychiatric Health Facility" license (exceeding 24 hours). This shall represent payment in full for services with the exception of legal, transportation, and interpreter services that may be charged in accordance with the terms of this Agreement.

Rate Subject to Change: The Fiscal Year 2023 - 2024 daily rate shall be determined after BUTTE's annual cost report has been completed. This Agreement shall not require an amendment to charge the new daily rate, provided the types of services rendered, terms of this Agreement, or the maximum amount of this Agreement are not affected. PLUMAS shall be advised in writing of the new daily rate and the effective date of the rate change. (For the purposes of this Agreement, the fiscal year commences on July 1 and ends of June 30 of the following calendar year.)

b. The rate structure utilized to negotiate this Agreement is inclusive of all services defined as psychiatric inpatient services, and that rate structure does not include non-hospital based physician or psychological services.

2. Payment Limitation:

a. The provisions hereinabove to the contrary notwithstanding, the maximum obligation of PLUMAS for inpatient and crisis psychiatric hospitalization services shall not exceed **FIFTY THOUSAND DOLLARS ($50,000.00)** during the term of this Agreement, which does not include legal, transportation, or interpreter costs incurred by BUTTE which shall be billed to PLUMAS in accordance with this Agreement.

b. BUTTE shall invoice PLUMAS in arrears, for inpatient days, at the established daily rate specified in Section C, Item 1.a. PLUMAS shall remit payment to BUTTE within 30 days of invoice date.

c. If any amounts are found to be due by either PARTY as a result of an audit by appropriate Federal, State, or BUTTE or PLUMAS auditors, then both PARTIES agree to reimburse each other upon final audit settlement for any amounts owing.

3. Disapproval of Claims:

The validity of monthly payments to BUTTE, is subject to review by the State of California, DHCS to ensure compliance with applicable laws and regulations. In the event any claim is disapproved by the State, BUTTE shall take all reasonable actions in an effort to obtain

such approval. It is expressly understood between BUTTE and PLUMAS that, with the exception of emergency admissions, PLUMAS shall be authorizing reimbursement to BUTTE for both initial evaluation and ongoing care. Thus, BUTTE should be particularly aware of reimbursement disallowances based on the client not meeting standards for necessary medical care. Other areas of financial disallowance which BUTTE agrees to take into account are: (1) Compliance with state and federal law; (2) regulations governing operation of Managed Care; and (3) general psychiatric inpatient services.

D. REQUIREMENT PROVISIONS:

1. Nondiscrimination in Service, Benefits and Facilities:

BUTTE shall not discriminate, and shall take affirmative action to assure the absence of discrimination, in the provision of service under this Agreement because of race, color, religion, creed, national origin or ancestry, sex, sexual orientation, age, or physical or mental disability, disability by reason of AIDS or ARC, or impairment as defined in applicable local, state or federal laws and regulations. For the purpose of this Agreement, discrimination includes, but is not limited to the following;

a. Denying persons any service or benefit;

b. Providing to persons any service or benefit which is different, or is provided in a different manner, place or time from that provided to other persons;

c. Subjecting persons to segregation or separate treatment in any manner related to their receipt of any service;

d. Restricting persons in any manner in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit; and/or

e. Treating persons differently from others in determining whether they satisfy any admission criteria, enrollment quota, eligibility, membership or other requirement or condition which individuals must meet in order to be provided any service or benefit as provided by this Agreement.

2. Confidentiality:

Both PARTIES shall maintain the confidentiality of all records and information, including, but not limited to, claims, County records, patient/client records and information, and I/S records, to the extent required by 42 USC 1320d et seq., Health Insurance Portability and Accountability Act of 1996 (HIPAA), and corresponding 45 CFR, Parts 160 and 164, and the Health Information Technology for Economic and Clinical Health (HITECH) Act of 2009 (Public Law 111-5, Title XIII); and 42 CFR Part 2, to comply with applicable requirements of law and subsequent amendments relating to protected health information, and in accordance with WIC Sections 5328 through 5330, inclusive; Section 14100.2 of the W&I Code and Title 42 CFR Section 431.300 et seq. regarding the confidentiality of beneficiary information, and all other applicable County, State, and Federal laws, ordinances, rules,

regulations, manuals, guidelines, and directives, relating to privacy/security, whichever is most restrictive. Both PARTIES shall require all its officers, employees, and agents providing services hereunder to acknowledge understanding of, and agreement to fully comply with, all such confidentiality provisions. Both PARTIES shall indemnify and hold harmless the other PARTY, its officers, employees, and agents, from and against any and all loss, damage, liability, and expense arising from any disclosure of such records and information by PARTY, its officers, employees, or agents. BUTTE agrees not to release any record pertaining to any client of PLUMAS without the written approval of the PLUMAS County Department of Mental Health Director.

3. **Conformance with Federal Regulations:**
   BUTTE stipulates that this Agreement, in part, implements Title XIX of the Federal Social Security Act and, accordingly, covenants that it shall conform to such requirements and regulations as the United States Department of Health and Human Services may issue from time to time, except for those provisions waived by the Secretary of Health and Human Services. BUTTE services shall also meet the requirements provided for in Title 42, Section 434.6., of the Code of Federal Regulations.

4. **Client Medical Records:**
   BUTTE shall maintain adequate client records on each individual client served pursuant to this Agreement. Records shall include intake information and a record of services provided by BUTTE's personnel. Records shall be kept in sufficient detail to permit an evaluation of services provided, and shall include a record of physical examinations, medications prescribed, treatment services rendered, rehabilitation activities ordered, and client participation in those activities.

5. **Client Financial Records:**
   All client financial records shall be available for inspection and audit by the designated auditor of PLUMAS or the State DHCS at a reasonable time during normal business hours.

6. **Records Retention:**
   All client records relating to this Agreement shall be prepared and maintained in accordance with WIC and all other applicable laws and shall be kept a minimum of ten (10) years from the final date of the SDHCS contract period in which such services were provided under, or until completion and final resolution of any audits, appeals, litigation, claims or other action involving records started before the expiration of the ten (10) year period, whichever is later. During such retention period, all such records shall be immediately available and open during County's normal business hours to authorized representatives and designees of County, State, and/or Federal governments for purposes of inspection, program review, and/or audit. Such access shall include access to individuals with knowledge of financial records and BUTTE's outside auditors, and regular and special reports from BUTTE.

   BUTTE may at its discretion, following receipt of final payment under this agreement, reduce its accounts, books, and records related to this agreement to microfilm, computer

disk, CD ROM, DVD, or other data storage medium. Upon request by an authorized representative to inspect, audit or obtain copies of said records, BUTTE must supply or make available applicable devices, hardware, and/or software necessary to view, copy, and/or print said records.

7. **Right to Inspect:**
At reasonable times during normal business hours, DHCS, the PLUMAS County Director or his/her designee(s), the appropriate audit agency of them and their designee(s), shall have the right to inspect or otherwise evaluate the cost, quality, appropriateness, and the timeliness of services performed pursuant to this Agreement. PLUMAS shall also have the right to audit and inspect any books and records of BUTTE, which pertain to services performed and determination of amount payable under this Agreement

E. GENERAL PROVISIONS:

1. **Client Grievance Process:**
Each client admitted to the PHF pursuant to this Agreement shall be informed of BUTTE's complaint and grievance policy. At the PHF, BUTTE shall make available information on PLUMAS's complaint/grievance resolution forms to PLUMAS beneficiaries. Any grievance filed by a client of PLUMAS shall be brought to the attention of the PLUMAS County Mental Health Director, Quality Management Manager, or Compliance Officer in a timely manner, pursuant to CCR, Title 9, Chapter 11, Sections 1850.205 (c)(1)(B). PLUMAS shall be responsible for supplying BUTTE with PLUMAS's complaint/grievance information.

2. **Patients' Rights/Clients' Rights:**
BUTTE shall adopt and post in a conspicuous place a written policy on client's rights in accordance with Section 70707 of Title 22 of the California Code of Regulations and Section 5325.1 WIC. Complaints by beneficiaries with regard to substandard conditions may be investigated by PLUMAS's Patients' Rights Advocate, County, DHCS, or by the Joint Commission on Accreditation of Healthcare Organization, or such other agency, as required by law or regulation.

3. **Legal Requirements:**
In compliance with legal requirements of Emily Q. v. Bonta [C.D.Cal.,2001,CV 98-4181 AHM (AIJx)], BUTTE shall provide a copy of the brochure describing the Early and Periodic Screening, Diagnosis, and Treatment program entitled "Medi-Cal Services for Children and Young People: Early and Periodic Screening, Diagnosis, and Treatment Mental Health Services" and a copy of the Therapeutic Behavioral Services notice entitled "Medi-Cal Services for Children and Young People: Therapeutic Behavioral Services" to all full-scope Medi-Cal beneficiaries under 21 years of age admitted to BUTTE's PHF, as well as their representatives. It is the responsibility of BUTTE to ensure that sufficient numbers of these notices are available at the PHF at all times.

4. **Indemnification:**

a. BUTTE shall indemnify, defend, and hold harmless PLUMAS, its elected officials, officers, employees, and agents, against any and all liabilities, claims, demands, damages, and costs (including attorney's fees and litigation costs) that arise in any way from BUTTE's acts or omissions while performing under this Agreement. BUTTE's obligations under this provision cover, but are not limited to, liabilities, claims, demands, damages, and costs arising from injury to or death of any persons (including PLUMAS's and BUTTE's elected officials, officers, employees, and agents) and from damage to or destruction of any property (including PLUMAS's and BUTTE's real and personal property.)

b. PLUMAS shall indemnify and hold harmless BUTTE and its elected officials, officers, employees, and agents against all liabilities, claims, demands, damages, and costs (including attorney's fees and litigation costs) that arise in any way from PLUMAS's acts or omissions while performing under this Agreement. PLUMAS's obligations under this provision cover, but are not limited to liabilities, claims, demands, damages, and costs arising from injury to or death of any person and from damage to and destruction of any property of BUTTE or persons employed by BUTTE or visiting BUTTE's site.

5. Insurance:

a. During the entire term of this Agreement, BUTTE shall maintain a program of self-insurance at BUTTE's own cost, medical malpractice insurance, and general liability insurance coverage, of at least $1,000,000 combined single limit per occurrence, in accordance with **Attachment 2**, attached hereto and incorporated by this reference. Such general liability policy shall be issued on an occurrence basis. BUTTE shall provide notice of insurability to PLUMAS, and provide PLUMAS with 30 days advance notice of any material change in the policy. Before beginning work under this Agreement, BUTTE shall provide PLUMAS with proof of insurance in the form required by PLUMAS.

b. Each County shall be responsible for Workers' Compensation Insurance coverage for its own employees and for coverage of its own employees relative to liability insurance coverage.

6. Independent Contractor:

The employees of each County in the performance of the Agreement shall act only in the capacity in County in which they are employed and shall not be the agents or employees of the other County.

7. Assignment:

Neither PARTY shall assign any interest in this Agreement and shall not transfer any interest in the same without the prior written consent of the other PARTY. Any attempt at assignment of rights under this Agreement except for those specifically consented to by both PARTIES shall be void. This does not preclude BUTTE from subcontracting parts of the services to be provided pursuant to this Agreement on a fee-for-service basis for

specific medical or other services. Any such subcontractor shall comply with all terms of this Agreement.

8. Successors:
This Agreement shall bind the successors of PLUMAS and BUTTE in the same manner as if they were expressly named.

9. Notices:
Notices shall be given to BUTTE and PLUMAS at the following addresses:

BUTTE:

Facility:

Butte County Department of Behavioral Health
Psychiatric Health Facility
592 Rio Lindo Avenue
Chico, CA 95926-1817

Kelly Marinello, Program Manager
kmarinello@buttecounty.net
Telephone: 530.891.2775

County Contract Liaison:

Heather Gressmann, Contract Specialist
Butte County Department of Behavioral Health
3217 Cohasset Road
Chico, CA 95973-5404
hgressmann@buttecounty.net
Telephone: 530.552.5060

PLUMAS:

PLUMAS County Behavioral Health
Sharon Sousa, Interim Director
270 County Hospital Road, Suite 209
Quincy, CA 95971-9173
ssousa@pcbh.services
Telephone: 530.283.6307

10. Entire Agreement:
This Agreement, including **Attachment 1** and **Attachment 2**, contains all the terms and conditions agreed upon by the PARTIES hereto and no other Agreements, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind either of the PARTIES hereto. In addition, this Agreement shall supersede in its entirety any and all prior Agreements, oral or otherwise, between the PARTIES regarding the services to be rendered herein.

11. Amendment:

This Agreement may only be modified by a written amendment hereto and executed by both PARTIES. The maximum amount of the obligation and or the number of days to be covered may be increased with the written consent of all signatories.

12. Applicable Law and Forum:
This Agreement shall be construed and interpreted according to California law and any action to enforce the terms of this Agreement for the breach thereof shall be brought and tried in County of Butte.

IN WITNESS WHEREOF, the PARTIES hereto have executed this Agreement as of the day and year first written above.

COUNTY OF BUTTE

Scott Kennelly, LCSW, Director Date
Butte County Department of Behavioral Health

Sara Miller, Assistant Director Date
Date
Department of General Services

Approved as to form, Butte County
Counsel by: Brad J. Stephens

Date

Reviewed for Contract Policy Compliance
Department of General Services
Contracts Division

By Date

COUNTY OF PLUMAS

Sharon Sousa, Interim Director Date
Plumas County Behavioral Health

Dwight Ceresola, Chair

Board of Supervisors

Heidi White, Clerk of the Board Date

Approved as to form:

Joshua Brechtel
Deputy County Counsel

5/16/2023

Attachment 1

Client Information Check One: ☐ Mental Health ☐ Substance Use

Client Name {Last, First MI)	Social Security #	Date of Birth
Financially Responsible Person Name {If Different from Client)		Primary Phone #
Family Address {Include City, State, Zip Code)		
Mailing Address {If Different from Family Address)		

Policy Information

Please Provide Copy of Primary/Secondary Insurance Cards (Front and Back)

Client Has Medi-Cal: ☐ Yes ☐ No Client Has Medicare: ☐ Yes ☐ No

Name of Primary Insurance Company Group / Policy ID #		
Insurance Phone #	Primary Insured Name {Other than Client)	Insured SSN

Financial Liability **Number of Persons (Family) Dependent on Income:**

Income Type: ☐ **Self** ☐ **Spouse** ☐ Other **Total Gross Monthly Income: $**

Responsible Persons Assets	Responsible Persons Monthly Expenses
Savings: $	Court Ordered: $
Bank Balances: $	Child Care: $
Market Value - Stocks: $	Dependent Care: $
Market Value - Bonds: $	Medical: $
Market Value - Mutual Funds: $	Retirement Contribution: $
Market Value - Other: $	

DRUG MEDI-CAL: Except where share of cost is applicable, BCDBH shall accept proof of eligibility for Drug Medi-Cal as payment in full for Substance Use Disorder treatment services rendered.

ASSIGNMENT OF BENEFITS: I authorize payment of medical benefits, otherwise payable to me, to Butte County Department of Behavioral Health for all services they provided. **I understand that I am financially responsible for charges not covered by this assignment.**

AUTHORIZATION TO RELEASE INFORMATION: I Authorize Butte County Department of Behavioral Health to release to my insurance company any medical information necessary for the processing of a claim.

I permit a copy of this authorization to be used in place of the original.

Signature of Client or Person Acting on the Client's Behalf Date

Butte County Department of Behavioral Health	
Payor Financial Information (PFI) Form - Version 1.1	Client Number:

Attachment 2

Department of Behavioral Health
Scott Kennelly, LCSW, Director
Alcohol and Drug Administrator
3217 Cohasset Road
Chico, California 95973
T: 530.891.2850
buttecounty.net/behavioralhealth

Butte County

Self-Insured Statement

Butte County self-insures third party liability claims alleging bodily injury, personal injury, property damage, or public officials' errors and omissions. BUTTE pays for losses up to $100,000 per occurrence. Losses exceeding $100,000 are covered by an excess insurance policy purchased through Public Risk Innovation, Solutions, and Management (PRISM). The excess policy provides coverage for losses up to $25,000,000.

Butte County is self-insured for Workers' Compensation. BUTTE pays for losses up to $125,000 per occurrence. Losses exceeding $125,000 are covered by an excess insurance policy purchased through PRISM. The excess policy provides limits necessary to satisfy statutory requirements.

Under our self-insurance program, BUTTE will bear all risk of bodily injury and property damage losses that BUTTE is legally required to pay because of liability imposed by law or assumed by contract. An actuarial evaluation performed by Bickmore Actuarial found BUTTE'S self-insurance reserves to be adequately funded.

PLUMAS COUNTY
BEHAVIORAL HEALTH DEPARTMENT
MEMORANDUM

TO: **Honorable Chair and Board of Supervisors**

FROM: **Che Shannon, Management Analyst II**

MEETING DATE: **June 6, 2023**

SUBJECT: **Approve and authorize the Chair to sign an Agreement between Plumas County Behavioral Health and Crestwood Behavioral Health, a psychiatric rehabilitation center that covers a large demand for mental health wellness and recovery services;not to exceed $165,000.00; does not impact the general fund; approved as to form by County Counsel.**

Recommendation:

Approve and authorize the board chair to sign an Agreement with Crestwood Behavioral Health, a psychiatric rehabilitation center that covers a large demand for mental health wellness and recovery services;not to exceed $165,000.00; does not impact the general fund; approved as to form by County Counsel.

Background and Discussion:

Approve and authorize the board chair to sign an Agreement with Crestwood Behavioral Health, a psychiatric rehabilitation center that covers a large demand for mental health wellness and recovery services;not to exceed $165,000.00; does not impact the general fund; approved as to form by County Counsel.

Action:

Approve and authorize the board chair to sign an Agreement with Crestwood Behavioral Health, a psychiatric rehabilitation center that covers a large demand for mental health wellness and recovery services;not to exceed $165,000.00; does not impact the general fund; approved as to form by County Counsel.

Fiscal Impact:

no General Fund impact

Attachments:

1. 23-321 FINAL

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 and Exhibit C, 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 form, the beneficiary or persons acting on behalf of the beneficiary for any specialty or related administrative services provided under this contract, except to collect other health insurance coverage, share of cost, and co-payments

3. Term. The term of this Agreement commences July 1, 2023 and shall remain in effect through June 30, 2024, unless terminated earlier pursuant to this Agreement.

4. Termination. Either party may terminate this agreement by giving thirty (30) days written notice to the other party.

    a. If, in the Director's sole judgment, Contractor's performance of the obligations, duties and responsibilities required of Contractor by this Agreement jeopardize the health, safety, or welfare of any person, then County may terminate this Agreement immediately upon written notice served upon the Contractor.

    b. If this Agreement is terminated, the Contractor shall promptly supply all information necessary for the reimbursement of any claims submitted to the State

5. Non-Appropriation of Funds. It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, the County shall have no liability to pay any further funds whatsoever to Contractor or furnish any other consideration under this Agreement and Contractor shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either cancel this Agreement with no further liability incurring to the County, or offer an amendment to Contractor to reflect the reduced amount available to the program. The parties acknowledge and agree that the

limitations set forth above are required by Article XVI, section 18 of the California Constitution. Contractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.

6. In the event of any breach by the Contractor of any term or provision of this Agreement, the County shall have the right to pursue all available remedies at law or equity, including recovery of damages and specific performance of this Agreement. The parties hereto agree that monetary damages would not provide adequate compensation for any losses incurred by reason of a breach by it or any provisions of this Agreement and hereby further agrees that in the event of any action for specific performance in respect to such breach, it shall waive the defense that a remedy at law would be adequate. Except as expressly provided elsewhere in this Agreement, each party's rights and remedies under this Agreement are cumulative and in addition to, not exclusive of or in substitution for, any rights or remedies otherwise available to that party.

7. Warranty and Legal Compliance. The services provided under this Agreement are non-exclusive and shall be completed promptly and competently. Contractor shall guarantee all parts and labor for a period of one year following the expiration of the term of this Agreement unless otherwise specified in Exhibit A. Contractor agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.

8. Amendment. This Agreement may be amended at any time by mutual agreement of the parties, expressed in writing and duly executed by both parties. No alteration of the terms of this Agreement shall be valid or binding upon either party unless made in writing and duly executed by both parties.

9. Indemnification –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.

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 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.

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.

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

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

CONTRACTOR:
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: Dwight Ceresola
Title**:** Chair, Board of Supervisors
Date signed:

ATTEST:

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

Approved as to form:

_____ 5/17/2023
Joshua Brechtel
Deputy County Counsel

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("Agreement") supplements and is made a part of the Services Agreement ("SA") by and between the COUNTY OF PLUMAS referred to herein as Covered Entity ("CE"), and Crestwood Behavioral Health, Inc., referred to herein as Business Associate ("BA"), dated July 1, 2023.

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 is was disclosed to such third party, and (ii) a written agreement from such third party to immediately notify BA of any breaches of confidentiality of the Protected Information, to the extent it has obtained knowledge of such breach [42 U.S.C. Section 17932; 45 C.F.R. Sections 164.504(e)(2)(i), 164.504(e)(2)(i)(B), 164.504(e)(2)(ii)(A) and 164.504(e)(4)(ii)].

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3. **Termination**

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

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

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

4. **Disclaimer**

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

5. **Certification**

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

6. **Amendment**

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

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

7. **Assistance in Litigation of Administrative Proceedings**

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

8. **No Third-Party Beneficiaries**

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

9. **Interpretation**

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

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

COVERED ENTITY	**BUSINESS ASSOCIATE**
Name: Sharon Sousa	Name Elena Mashkevich
Title: Behavioral Health Interim Director	Executive Director County Contracts
Address: 270 County Hospital Road, Suite 109	Address: 520 Capitol Mall Suite 800
Quincy, California 95971	Sacramento, CA 95814
Signed:_____	Signed:_____
Date:_____	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 ON EXHIBIT C

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.

EXHIBIT C

CRESTWOOD BEHAVIORAL HEALTH, INC. *7/1/2023*

SNF/STP - IMD Designation	***Room and Board Rate/Per Diem****	***County Supplemental Rate***
Crestwood Wellness and Recovery Ctr Redding IMD – 1122 NPI - 1194743088	**$256.00**	$29.00 $54.00 $70.00 $135.00 Negotiated

SNF/STP	***Room and Board Rate/Per Diem****	***County Supplemental Rate***
Crestwood Manor Stockton SNF/STP – 1104 NPI - 1730128174	Medi-Cal Published Rate For Indigent/Medi-Cal Ineligible clients	$41.00 $43.00 $69.00 $100.00 $134.00 Negotiated
Crestwood Manor Modesto SNF/STP - 1112 NPI - 1508884487	Medi-Cal Published Rate For Indigent/Medi-Cal Ineligible clients	$47.00 $69.00 $100.00 $134.00 Negotiated
Crestwood Manor - Fremont Alameda SNF/STP - 1134 NPI - 1902828403	Medi-Cal Published Rate For Indigent/Medi-Cal Ineligible clients	$37.00 $69.00 $110.00 $159.00 Negotiated

SNF	***Room and Board Rate/Per Diem****	***County Supplemental Rate***
Crestwood Treatment Center Fremont SNF - 1120 NPI - 1942228838	Medi-Cal Published Rate For Indigent/Medi-Cal Ineligible clients	$159.00 Negotiated

* The rates above 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, CCR, section 51511C.

CRESTWOOD BEHAVIORAL HEALTH, INC. *7/1/2023*

Mental Health Rehabilitation Centers		***Room and Board/Per Diem****
Crestwood Center	Level 1	$403.00
Sacramento MHRC - 1106	Level 2	$366.00
NPI - 1356411656	Level 3	$332.00
Crestwood Behavioral Health Ctr	Level 1	$439.00
San Jose MHRC - 1107	Level 2	$352.00
NPI - 1376623256	Level 3	$343.00
Crestwood Behavioral Health Ctr	Level 1	$346.00
Eureka MHRC - 1110		
NPI - 1124046008		
Crestwood Behavioral Health Ctr	Level (1:1)	$745.00
Bakersfield MHRC - 1115	Level 1	$403.00
NPI - 1275610800	Level 2	$366.00
	Level 3	$330.00
Crestwood C.E.N.T.E.R.	Level 1	$393.00
Angwin MHRC - 1116	Level 2	$313.00
NPI - 1316024953	Level 3	$261.00
Kingsburg Healing Center	Level 1	$511.00
Kingsburg MHRC - 1140	Level 2	$452.00
NPI – 1073989661	Level 3	$388.00
Crestwood Recovery and Rehab	Level 1	$405.00
Vallejo MHRC - 1141	Level 2	$344.00
NPI - 1508935834	Level 3	$304.00
	Level 4	$290.00
Crestwood San Diego	Level 1	$504.00
San Diego MHRC - 1154	Level 2	$432.00
NPI - 1295146934	Level 3	$360.00

- *The rates above include room and board, nursing care, 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.
- Bedhold - same as last inhouse level/rate.

CRESTWOOD BEHAVIORAL HEALTH, INC. *7/1/2023*

Mental Health Rehabilitation Centers		***Room and Board/Per Diem****
Crestwood Chula Vista	Level 1	$504.00
Chula Vista MHRC - 1164	Level 2	$432.00
NPI - 1023495181	Level 3	$360.00
San Francisco Healing Center	Level 1	$537.00
San Francisco MHRC - 1166		
NPI - 1447758024		
Fallbrook Healing Center	Level 1	$504.00
Fallbrook Healing - 1167	Level 2	$432.00
NPI - 1639738297	Level 3	$360.00
Champion Healing Center	Level 1	$560.00
Lompoc Healing Center - 1170	Level 2	$474.00
NPI - 31487282273	Level 3	$393.00

- *The rates above include room and board, nursing care, 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.

- Bedhold - same as last inhouse level/rate.

CRESTWOOD BEHAVIORAL HEALTH, INC. *7/1/2023*

Psychiatric Health Facilities	*Room and Board/Per Diem**	*Room and Board/Per Diem for indigent client*
Crestwood Psychiatric Health Facility American River PHF - 1153 NPI - 1972827343	$997.00	$1,097.00
Crestwood Psychiatric Health Facility Sacramento PHF - 1156 NPI - 1669734075	$997.00	$1,097.00
Crestwood Psychiatric Health Facility San Jose PHF - 1157 NPI - 1598065047	$1,164.00	$1,264.00
Crestwood Psychiatric Health Facility Bakersfield PHF - 1158 NPI - 1194034645	$1,044.00	$1,144.00
Crestwood Solano PHF Psych Health Facility Solano PHF - 1159 NPI - 1780009142	$1,074.00	$1,174.00
Crestwood Sonoma PHF Psych Health Facility Sonoma PHF - 1175 NPI - 1043848831	$1,092.00	$1,192.00

* The rates above include room and board, nursing care, activity program, program services, 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.

HELIOS HEALTHCARE, LLC	***7/1/2023***

SNF	***Room and Board/Per Diem ****	***County Supplemental Rate***
Idylwood Care Center Idylwood SNF - 2733 NPI - 1770501744	Medi-Cal Published Rate For Indigent/Medi-Cal Ineligible	$134.00 $159.00 $194.00 Negotiated

* 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, CCR, section 51511C.

CRESTWOOD BEHAVIORAL HEALTH, INC. *7/1/2023*

*Adult Residential Facilities/Social Rehabilitation Facilities**	*County Supplemental Rate*
Pathways Eureka Pathways RTF - 1125 NPI - 1811374564	$229.00
Our House Solano Our House ARF - 1136 NPI - 1750452199	$173.00
Bridge Program - Bakersfield Bakersfield Bridge TRTP - 1137 NPI - 1265501597	$241.00
American River Residential Services American River ARF - 1139 NPI - 1104905645	$173.00
Bridge Program - Pleasant Hill Pleasant Hill Bridge ARF - 1143 NPI - 1669543005	$162.00
The Pathway Pleasant Hill Pathway RTF - 1144 NPI - 1578634911	$226.00
Bridge Program Fresno Fresno Bridge RTF - 1145 NPI - 1093892663	$228.00
Crestwood Hope Center Vallejo RCFE - 1152 NPI - 1962702324	$173.00
Hummingbird Healing House San Diego - 1168 NPI – 1992206734	$189.00

* Room and board rate is paid by the responsible party. The room and board rate includes 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.

CRESTWOOD BEHAVIORAL HEALTH, INC. *7/1/2023*

Social Rehabilitation Facility	***Room and Board/Per Diem****
Freise Hope House Bakersfield - 1132 NPI # 1124479845	$483.00

- * The rate above includes room and board, 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.

- Bedhold - same as last inhouse level/rate.

PLUMAS COUNTY
BEHAVIORAL HEALTH DEPARTMENT
MEMORANDUM

TO: **Honorable Chair and Board of Supervisors**

FROM:

MEETING DATE: **June 6, 2023**

SUBJECT: **Approve and authorize the Chair to sign an Agreement between Plumas County Behavioral Health and North Valley Behavioral Health, a psychiatric health facility providing crisis stabilization services, not to exceed $200,000.00; does not impact the General Fund; approved as to form by County Counsel.**

Recommendation:

Approve and authorize the chair to sign an Agreement with North Valley Behavioral Health, a psychiatric health facility providing crisis stabilization services, not to exceed $200,000.00; does not impact the General Fund; approved as to form by County Counsel.

Background and Discussion:

Approve and authorize the chair to sign an Agreement with North Valley Behavioral Health, a psychiatric health facility providing crisis stabilization services, not to exceed $200,000.00; does not impact the General Fund; approved as to form by County Counsel.

Action:

Approve and authorize the chair to sign an Agreement with North Valley Behavioral Health, a psychiatric health facility providing crisis stabilization services, not to exceed $200,000.00; does not impact the General Fund; approved as to form by County Counsel.

Fiscal Impact:

No impact to the General Funds

Attachments:

1. 23-347 FINAL

PCBH2324NORTHVALLEY

Services Agreement

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

The parties agree as follows:

1. Scope of Work. Contractor shall provide the County with services as set forth in Exhibit A, attached hereto.

2. Compensation. County shall pay Contractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed $200,000. CONTRACTOR or subcontractor of CONTRACTOR shall not submit a claim to, or demand or otherwise collect reimbursement form, the beneficiary or persons acting on behalf of the beneficiary for any specialty or related administrative services provided under this contract, except to collect other health insurance coverage, share of cost, and co-payments

3. Term. The term of this Agreement commences on July 1, 2023 and shall remain in effect through June 30, 2024, unless terminated earlier pursuant to this Agreement.

4. Termination. Either party may terminate this agreement by giving thirty (30) days written notice to the other party.

    a. If, in the Director's sole judgment, Contractor's performance of the obligations, duties and responsibilities required of Contractor by this Agreement jeopardize the health, safety, or welfare of any person, then County may terminate this Agreement immediately upon written notice served upon the Contractor.

    b. If this Agreement is terminated, the Contractor shall promptly supply all information necessary for the reimbursement of any claims submitted to the State.

5. Non-Appropriation of Funds. It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, the County shall have no liability to pay any further funds whatsoever to Contractor or furnish any other consideration under this Agreement and Contractor shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either cancel this Agreement with no further liability incurring to the County, or offer an amendment to Contractor to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution. Contractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.

6. In the event of any breach by the Contractor of any term or provision of this Agreement, the County shall have the right to pursue all available remedies at law or equity, including recovery of damages and specific performance of this Agreement. The parties hereto agree that monetary damages would not provide adequate compensation for any losses incurred by reason of a breach by it or any provisions of this Agreement and hereby further agrees that in the event of any action for specific performance in respect to such breach, it shall waive the defense that a remedy at law would be adequate. Except as expressly provided elsewhere in this Agreement, each party's rights and remedies under this Agreement are cumulative and in addition to, not exclusive of or in substitution for, any rights or remedies otherwise available to that party.

7. Warranty and Legal Compliance. The services provided under this Agreement are non-exclusive and shall be completed promptly and competently. Contractor agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.

8. Amendment. This Agreement may be amended at any time by mutual agreement of the parties, expressed in writing and duly executed by both parties. No alteration of the terms of this Agreement shall be valid or binding upon either party unless made in writing and duly executed by both parties.

9. Indemnification. To the furthest extent permitted by law (including without limitation California Civil Code Sections 2782 and 2782.8, if applicable), County shall not be liable for, and Contractor shall defend and indemnify County and its officers, agents, employees, and volunteers (collectively "County Parties"), against any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics; liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorney's fees and court costs (hereinafter collectively referred to as "Claims"), which arise out of or are in any way connected to the work covered by this Agreement arising either directly or indirectly from any act, error, omission or negligence of Contractor or its officers, employees, agents, contractors, licensees or servants, including, without limitation, Claims caused by the concurrent negligent act, error or omission, whether active or passive of County Parties. Contractor shall have no obligation, however, to defend or indemnify County Parties from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of County Parties.

10. Insurance. Contractor agrees to maintain the following insurance coverage throughout the term of this Agreement:

    a. Commercial general liability (and professional liability, if applicable to the services provided) coverage, with minimum per occurrence limit of the greater of (i) the limit available on the policy, or (ii) one million dollars ($1,000,000).

b. Automobile liability coverage (including non-owned automobiles), with minimum bodily injury limit of the greater of (i) the limit available on the policy, or (ii) two-hundred fifty thousand dollars ($250,000) per person and five hundred thousand dollars ($500,000) per accident, as well as a minimum property damage limit of the greater of (i) the limit available on the policy, or (ii) fifty thousand dollars ($50,000) per accident.

c. Each policy of commercial general liability (and professional liability, if applicable to the services provided) coverage and automobile liability coverage (including non-owned automobiles) shall meet the following requirements:

i. Each policy shall be endorsed to name the County, its officers, officials, employees, representatives and agents (collectively, for the purpose of this section 9, the "County") as additional insureds. The Additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13; and

ii. All coverage available under such policy to Contractor, as the named insured, shall also be available and applicable to the County, as the additional insured; and

iii. All of Contractor's available insurance proceeds in excess of the specified minimum limits shall be available to satisfy any and all claims of the County, including defense costs and damages; and

iv. Any insurance limitations are independent of and shall not limit the indemnification terms of this Agreement; and

v. Contractor's policy shall be primary insurance as respects the County, its officers, officials, employees, representatives and agents, and any insurance or self-insurance maintained by the County, its officers, officials, employees, representatives and agents shall be in excess of the Contractor's insurance and shall not contribute with it, and such policy shall contain any endorsements necessary to effectuate this provision. The primary and non-contributory endorsement shall be at least as broad as ISO Form 20 01 04 13; and

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

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

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

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

12. Relationship of Parties. It is understood that Contractor is not acting hereunder as an employee of the County, but solely as an independent contractor. Contractor, by virtue of this Agreement, has no authority to bind, or incur any obligation on behalf of, County. Except as expressly provided in this Agreement, Contractor has no authority or responsibility to exercise any rights or power vested in County. It is understood by both Contractor and County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or joint venture.

13. Assignment. Contractor may not assign, subcontract, sublet, or transfer its interest in this Agreement without the prior written consent of the County.

14. Non-discrimination. Contractor agrees not to discriminate in the provision of service under this Agreement on the basis of race, color, religion, marital status, national origin, ancestry, sex, sexual orientation, physical or mental handicap, age, or medical condition.

15. Choice of Law. The laws of the State of California shall govern this agreement.

16. Interpretation. This agreement is the result of the joint efforts of both parties and their attorneys. The agreement and each of its provisions will be interpreted fairly, simply, and not strictly for or against either party.

17. Integration. This Agreement constitutes the entire understanding between the parties respecting the subject matter contained herein and supersedes any and all prior oral or written agreements regarding such subject matter.

18. Severability. The invalidity of any provision of this Agreement, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.

19. Headings. The headings and captions contained in this Agreement are for convenience only, and shall be of no force or effect in construing and interpreting the provisions of this Agreement.

20. Waiver of Rights. No delay or failure of either party in exercising any right, and no partial or single exercise of any right, shall be deemed to constitute a waiver of that right or any other right.

21. Conflict of Interest. The parties to this Agreement have read and are aware of the provisions of Government Code section 1090 *et seq*. and section 87100 *et seq*. relating to conflicts of interest of public officers and employees. Contractor represents that it is unaware of any financial or economic interest of any public officer or employee of County relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement and is later discovered by the County, the County may immediately terminate this Agreement by giving written notice to Contractor.

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

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

Contractor**:**
Arne Hyson, Chief Executive Director
North Valley Behavioral Health
1535 Plumas Ct
Yuba City, CA 95991

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

24. Contract Execution. Each individual executing this Agreement on behalf of Contractor represents that he or she is fully authorized to execute and deliver this Agreement.

25. 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 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.

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.

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

PCBH2324NORTHVALLEY

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

CONTRACTOR:
North Valley Behavioral Health, LLC

By:_____
Name: Arne Hyson
Title: Managing Member
Date signed:

COUNTY:

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

By:_____
Name: Sharon Sousa, LMFT
Title: Behavioral Health Interim Director
Date signed:

APPROVED AS TO CONTENT:

By:_____
Name: Dwight Ceresola
Title: Chair, Board of Supervisors
Date signed:

ATTEST:

_____
Name: Heidi White
Title: Chair, Board of Supervisors
Date signed:

Approved as to form:

_____ 5/23/2023
Joshua Brechtel
Deputy County Counsel

PCBH2324NORTHVALLEY

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("Agreement") supplements and is made a part of the Services Agreement ("SA") by and between the COUNTY OF PLUMAS referred to herein as Covered Entity ("CE"), and North Valley Behavioral Health, LLC., referred to herein as Business Associate ("BA"), dated July 1, 2023.

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 is 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 not enter into an amendment to the Agreement providing assurances regarding the safeguarding of PHI that CE, in its sole discretion, deems sufficient to satisfy the standards and requirements of applicable laws.

7. Assistance in Litigation of Administrative Proceedings

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

8. **No Third-Party Beneficiaries**

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

9. **Interpretation**

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

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

COVERED ENTITY	**BUSINESS ASSOCIATE**
Name: Sharon Sousa	Name: Arne Hyson
Title: Behavioral Health Interim Director	Title: Chief Executive Director
Address: 270 County Hospital Road, Suite 109	Address: 1535 Plumas Court
Quincy, California 95971	Yuba City, CA 95991
Signed:	Signed:
Date:	Date:

EXHIBIT A - SCOPE OF WORK

Plumas County will have admission access to both licensed Psychiatric Health Facilities (PHF's): North Valley Behavioral Health LLC located at 1535 Plumas Court, Yuba City, California and Stabler Lane Behavioral Health located at 1253 Stabler Lane, Yuba City, California.

North Valley Behavioral Health

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

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

North Valley Behavioral Health accepts "involuntary" and "voluntary" adult patients who are referred from county mental health agencies who meet the admission criteria established for the program. All care provided by the PHF will be pre-authorized by the referring county mental health agency and subject to utilization review criteria for medical and service necessity. North Valley Behavioral Health does not accept walk-in patients.

Patients will be discharged or transferred from this facility when:

The patient has successfully completed a treatment plan and no longer meets medical or service necessity criteria.

The patient no longer meets criteria for an involuntary hold.

The patient needs a higher level of medical or psychiatric care. It is expected that all patients moving to a lower level of care (e.g. board and care, supervised living, etc…) would be returned to the county of origin for placement or other disposition.

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

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

It is expected that many of the patients referred to the PHF will be on an involuntary hold, which is limited to 72 hours. These patients may receive treatment beyond that time frame if they meet continued medical necessity. To continue treatment, a patient must either agree to be treated on a voluntary basis or must be mandated to continue on an involuntary basis by the proper legal authority.

It is anticipated that the average length of stay at the PHF will be between 3 to 5 days. Stays of less than three days or longer than five days will be dependent on the individual needs of the patient in accordance with any legal hold. In all cases, the individual care will be coordinated with the referring county mental health agency.

North Valley Behavioral Health's Goal: To provide quality and compassionate care inpatient psychiatric services to adults within the Northern California region.

Stabler Lane Behavioral Health

Program services will be provided by qualified and licensed staff in sufficient numbers to ensure the quality, safety, and therapeutic milieu of the facility. These services will be available in a 24-hour care, non-hospital setting to referred adult who (1) require intervention for a psychiatric crisis/episode or other acute mental health problem(s), and (2) have/might have physical health needs that can be met by an affiliated hospital or in an outpatient setting.

The focus of the program will be prompt intervention, assessment, and stabilization of the individual's psychiatric crisis/episode. The program will admit voluntary and involuntary patients with a primary diagnosis of mental illness. For patients who have co-morbid diagnoses the program will coordinate appropriate services with the patient, the responsible party, when appropriate, and the referring agency. Admission to the program will provide the individual with care designed to help stabilize and maintain his or her mental health condition and improve his or her functioning ability. This will provide, through continuous diagnostic assessments of their mental health status, pharmacological intervention and transitional discharge planning.

The program will accept only adult patients referred from the County's Mental Health Agency who meet the admission criteria established by the program. All care provided by the facility will be pre-authorized by the referring county mental health agency and subject to utilization review criteria for medical and service necessity.

Program Goals

It is the commitment of Stabler Lane Behavioral Health PHF to meet the following goals:

1. To provide high quality in-patient emergency psychiatric intervention services on a 24-hour basis to adults who require rapid stabilization of a psychiatric crisis and/or other acute mental health problem in a caring, affordable, and comprehensive manner.
2. To encourage and facilitate involvement of patients and their appropriate support person(s) in treatment programs to promote self-care and improve a patient's ability to function on his or her own in order to live a meaningful life in a community of his or her choice while striving to achieve his or her full potential.
3. To provide effective multi-faceted continuity of care spanning the entire treatment from pre-admission to post-discharge.

Program Objectives

The specific objectives necessary to meet the above goals consist of the following:

1. To develop and implement treatment program components, methods, and delivery systems to provide professional and specialty mental health services.
2. To establish systems for continuous monitoring of quality of care, and adherence to regulatory and legal requirements.
3. To institute methods to develop and monitor utilization criteria to meet medical and service necessity.
4. To define and establish communication networks with consumers, referral sources and affiliated agencies to ensure effective continuity of care.
5. To recruit and retain experienced, caring, and qualified professional staff to provide program services and promote a therapeutic milieu.

Admission Criteria and Process

In Sutter-Yuba County, as in many counties in California, a person presenting as a danger to self, danger to others, or is so impaired as to be unable to provide for their food, clothing and shelter by reason of what appears to be a mental disorder, is brought to the local emergency department (ED) by law enforcement, concerned family member, a licensed professional, or self presents for help. It is in this venue that the vast majority of 5150 psychiatric evaluations occur.

By reason of the Welfare and Institutions Code (WIC) 5150, law enforcement is permitted to detain and transport a mentally disordered person against their will for purposes of obtaining a psychiatric evaluation by completing the form 5150. At this point, the form is only an application and permits detainment and transportation of the person, but does not permit an automatic admission of the person to a psychiatric facility without first receiving a thorough psychiatric assessment by a professional person in charge of a facility, designated by the county for evaluation and treatment, such as designated mobile crisis teams, or county contracted crisis workers stationed in the local EDs for such a purpose. When a patient arrives at the ED, either by law enforcement or other means, he or she is immediately assessed by the ED MD for physical concerns and then referred to the licensed mental health professional (LMHP) for a psychiatric consult. In keeping with WIC 5151, the designated

LMHP on duty meets with the patient face to face, prior to admitting a person on an involuntary commitment, by conducting a thorough mental status examination, obtaining the circumstances of admission and relevant historical data. Oftentimes, the LMHP obtains collateral from family members who may be present in the ED, or speaks with the law enforcement officer who brought the patient to the ED. There may be clinical data available to the LMHP if the patient is being seen by a county provider for mental health services. Once all relevant information is obtained and the face to face interview and assessment with the patient has been conducted, the LMHP determines if the patient meets the legal criteria to enforce the 5150 written by law enforcement. If the patient is assessed not to meet 5150 criteria, the LMHP makes appropriate referrals for aftercare, ensuring there is a plan for safety. The ED MD is advised by the LMHP of such psychiatric determination and, if the ED MD concurs, the patient is discharged from the ED. If the patient meets 5150 criteria, but came to the ED alone or with family, the LMHP is authorized (designated) to write the 5150 for the patient based on their face to face assessment in the ED and recommends admission to a psychiatric inpatient facility.

Once it is determined by the county's contracted and designated LMHP that inpatient psychiatric care is required for the patient, the LMHP contacts the PHF's Access Director, a licensed psychiatric technician, who contacts the on-call psychiatrist directly. (In many other counties, the LMHP may call various psychiatric facilities directly looking for a bed). After speaking with the referring LMHP, the Access Director conducts a nurse to nurse phone call regarding the patient, then contacts and provides the psychiatrist on-call with a copy of the referral packet for their review, including all relevant details of the patient's presenting problem and circumstances of admission to the ED, as well as historical patient data and any medical concerns that may be present. Results of ED tests, including labs, and other materials requested by the on-call psychiatrist are provided to the MD for evaluation, who, based on the overall presentation, agrees to admit (or not) the patient from the ED to the PHF for observation, evaluation and treatment. The on-call psychiatrist then provides standing and individualized admission orders to the Access Director for the forthcoming patient from the ED.

The patient is transported via ambulance to the PHF where upon arrival, the patient is processed on to the unit and oriented to the unit by the charge nurse on duty utilizing approved admission procedures as defined and set forth in the SLBH PHF's Nursing Manual. Patients often arrive late at night, in an effort to minimize EDs impacted with patient’s waiting for placement, and are eager to go to bed. After a thorough admission process has occurred, the patient is assigned a room and seen for evaluation by the psychiatrist in the morning (always within 24 hours) to determine/confirm diagnosis, medication and treatment plan.

Average Length of Stay

Once admitted to a psychiatric inpatient unit only the psychiatrist or psychologist can break the hold before the completion of the 72-hour timeframe. It is the exception that an

Initial 5150 evaluation occurs at the PHF. Except in an emergency, as stated above, all are referred to the local Emergency Departments for medical clearance and assessment by an LMHP.

Voluntary and involuntary patients will be accepted for treatment at the PHF who meet admission criteria for the program, which include (1) a primary diagnosis of a major mental illness, (2) the absence of a primary diagnosis, such as an eating disorder, chemical dependency, chemical intoxication, or chemical withdrawal, (3) the presence, if any, of a medical condition that may require interventions for which the PHF can appropriately provide, as would be on an out-patient basis. Once arriving at the facility, the nursing staff will conduct a nurse screening to make sure the patient's condition hasn't changed during transport and also to chart on the patient's physical presentation. The length of stay at the facility is determined by the admitted patient's acute psychiatric needs.

Many of the referrals are admitted on an involuntary hold (WIC 5150), which is limited to 72 hours. These patients may receive treatment beyond that time frame if they meet continued medical necessity and they either (a) agree to be treated on a voluntary basis or (b) are mandated to continue treatment on an involuntary basis by the proper legal authority.

The average length of stay at the facility will be between 7 to 9 days. Stays of less than seven (7) or longer than nine (9) are dependent on assessment of the patient's needs. Occasionally, a patient under an LPS conservatorship may experience a longer length of stay while an appropriate placement is found. All care provided, including discharge planning and aftercare is coordinated with the patient, the patient's responsible party, if appropriate, and the patient's referring agency to ensure continuity of care, and appropriate discharge placement.

Program Services

The program will offer:

1. Intensive psychiatric care to intervene in a psychiatric crisis/episode or other acute mental health problems.
2. Stabilization and maintenance or improvement in the mental health condition and functioning ability of patients.
3. Coordinated care and referrals to other services.

These program services will be offered through a multidisciplinary treatment approach that provides an extensive evaluation of the individual's treatment needs and includes pharmacotherapy, as well as individual and group therapy. These structured services will be offered to admitted individuals during the day and evening hours, seven (7) days per week, including:

1. Psychiatric assessment and evaluation of admitting condition
2. Crisis intervention
3. Medication evaluation, management and education
4. Health monitoring and treatment interventions as indicated
5. On-going multi-disciplinary evaluation and treatment planning

6. Individual and group therapy
7. Social work/Case management
8. Therapeutic activities
9. Utilization of therapeutic milieu
10. Rehabilitation services (including but not limited to anger management, coping skills, recreation therapy, relaxation therapy, depression awareness)
11. Discharge planning/aftercare services

Discharge Criteria

The interdisciplinary team members will utilize the following discharge criteria:

1. The patient no longer meets medical or service necessity criteria and/or he or she has successfully completed his or her goals in the treatment plan.
2. The patient no longer meets criteria for an involuntary hold following continuous assessment.
3. The patient is determined to need a higher level of medical or psychiatric care. Conversely, the patient is expected to transition to a lower level of care (e.g., board and care, supervised living, etc.)

Stabler Lane Behavioral Health will establish relationships with other providers to handle medical care, health emergencies, higher levels of psychiatric care, and other referral needs.

Organization Plan

Stabler Lane Behavioral Health will utilize a professional staff model to organize its medical and other professional staff. Members of the professional staff will provide psychiatric assessments, medication management, medical supervision and psychiatric treatment to patients under their care. All members of the professional staff will meet the Short/Doyle Medi-Cal requirements for qualified mental health professionals. Additionally, a qualified Clinical Director will supervise the overall quality of care and coordinate the professional staff's involvement in the program.

A qualified Administrator will provide overall supervision of the staff and manage the operation of the PHF. Other administrative/support staff including medical record professionals, clerical staff, housekeepers, food service personnel, maintenance/grounds staff, and transportation personnel will be either hired or contracted. The Administrator will be assisted by a Director of Patients Care Services to direct the nursing functions and supervise R.N.s, LPTs/LVNs, and Mental Health Workers providing coverage at the facility. The facility will be staffed with a patient ratio that, at minimum, will comply with the DHCS's PHF licensing regulations. Additional staff will be provided, as the acuity of the patients require.

Social Workers will provide individual and group therapy, casework and discharge planning for the patients in the program. Recreational Therapy staff will provide structured activities and rehabilitation services as needed. New hires will be oriented and trained

within 60 days of employment and on-going staff training will be scheduled on a monthly basis to keep staff current on mental health issues and methods.

Multi-disciplinary professional consultation(s) will be utilized, when necessary, to meet specific diagnostic and treatment needs of patients not provided by the in-house professional or program staff, including primary care and specialty physicians, dentist, podiatrists, and other mental health professionals.

The emphasis of the overall care that will be provided at SLBH will be focused on the health and safety of the patients we will be privileged to serve while maintaining our “Patients First” philosophical base guided by a multidisciplinary team providing individualized therapeutic, pharmacological, and rehabilitative interventions.

PCBH2324NORTHVALLEY

EXHIBIT B – FEE SCHEDULE
FY 22/23 Daily Rates

North Valley Behavioral Health Facility & Stabler Lane Behavioral Health

$1055.00 Daily Rate

Fee for service/Medi-Cal psychiatric inpatient facility COUNTY agrees to pay at the all-inclusive rate $988.00 per day for indigent and Medi-Cal patients.

INVOICING AND PAYMENT:

A. For services satisfactorily rendered, and upon receipt and approval of the invoice(s), the County of Plumas agrees to compensate the Contractor:

B. Invoice(s) Shall:
   a) Include backup documentation to support the invoice.
   b) Bear the Contractors name, exactly as shown on the Agreement.
   c) Bear the Contractor Agreement Number.
   d) Identify the expense, billing and/or performance period covered on invoice
   e) Invoice(s) must be signed by authorized personnel.

C. Invoice(s) shall be submitted to the Project Representative listed in this Agreement under General Provisions, 6.4 Notices.

D. In the event that the Contractor's rates for a fiscal year are adjusted (whether increased or decreased) with Contractor's Host County during the term of this Agreement, Contractor shall notify County of such change by sending, either via e-mail or via written letter sent regular mail, a copy of the Host County's rate letter. The new rates shall be used to determine and govern the amount which County shall pay Contractor for services provided under this contract. The provision of this Section is self-executing upon such notification, rates will be effective on applicable fiscal year. County agrees to make payment to Contractor for all services performed up to the point Contractor is notified of the insufficient funding situation.

PCBH2324NORTHVALLEY

PCBH2324NORTHVALLEY

PCBH2324NORTHVALLEY

PLUMAS COUNTY
BEHAVIORAL HEALTH DEPARTMENT
MEMORANDUM

TO: **Honorable Chair and Board of Supervisors**

FROM:

MEETING DATE: **June 6, 2023**

SUBJECT: **Approve and authorize the Chair to sign an Agreement between Plumas County Behavioral Health and Willow Glen Care Center, a psychiatric rehabilitation facility for adults and elderly individuals with acute psychiatric conditions not to exceed $600,000.00; approved as to form by County Counsel.**

Recommendation:

Approve and authorize the board chair to sign an Agreement with Willow Glen Care Center, a psychiatric rehabilitation facility for adults and elderly individuals with acute psychiatric conditions not to exceed $600,000.00; this Agreement has been approved as to form by County Counsel

Background and Discussion:

Approve and authorize the board chair to sign an Agreement with Willow Glen Care Center, a psychiatric rehabilitation facility for adults and elderly individuals with acute psychiatric conditions not to exceed $600,000.00; this Agreement has been approved as to form by County Counsel

Action:

Approve and authorize the board chair to sign an Agreement with Willow Glen Care Center, a psychiatric rehabilitation facility for adults and elderly individuals with acute psychiatric conditions not to exceed $600,000.00; this Agreement has been approved as to form by County Counsel

Fiscal Impact:

Does not impact the General Fund

Attachments:

1. 23-340 FINAL

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 Willow Glen Care Center (hereinafter referred to as "Contractor").

The parties agree as follows:

1. Scope of Work. Contractor shall provide the County with services as set forth in Exhibit A, attached hereto.

2. Compensation. County shall pay Contractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed $600,000. CONTRACTOR or subcontractor of CONTRACTOR shall not submit a claim to, or demand or otherwise collect reimbursement form, the beneficiary or persons acting on behalf of the beneficiary for any specialty or related administrative services provided under this contract, except to collect other health insurance coverage, share of cost, and co-payments

3. Term. The term of this agreement shall be from July 1, 2023 through June 30, 2024, unless terminated earlier as provided herein.

4. Termination. Either party may terminate this agreement by giving thirty (30) days written notice to the other party.

    a. If, in the Director's sole judgment, Contractor's performance of the obligations, duties and responsibilities required of Contractor by this Agreement jeopardize the health, safety, or welfare of any person, then County may terminate this Agreement immediately upon written notice served upon the Contractor.

    b. If this Agreement is terminated, the Contractor shall promptly supply all information necessary for the reimbursement of any claims submitted to the State.

5. Non-Appropriation of Funds. It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, the County shall have no liability to pay any further funds whatsoever to Contractor or furnish any other consideration under this Agreement and Contractor shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either cancel this Agreement with no further liability incurring to the County, or offer an amendment to Contractor to reflect

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

6. In the event of any breach by the Contractor of any term or provision of this Agreement, the County shall have the right to pursue all available remedies at law or equity, including recovery of damages and specific performance of this Agreement. The parties hereto agree that monetary damages would not provide adequate compensation for any losses incurred by reason of a breach by it or any provisions of this Agreement and hereby further agrees that in the event of any action for specific performance in respect to such breach, it shall waive the defense that a remedy at law would be adequate. Except as expressly provided elsewhere in this Agreement, each party's rights and remedies under this Agreement are cumulative and in addition to, not exclusive of or in substitution for, any rights or remedies otherwise available to that party.

7. Warranty and Legal Compliance. The services provided under this Agreement are non-exclusive and shall be completed promptly and competently. Contractor shall guarantee all parts and labor for a period of one year following the expiration of the term of this Agreement unless otherwise specified in Exhibit A. Contractor agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.

8. Amendment. This Agreement may be amended at any time by mutual agreement of the parties, expressed in writing and duly executed by both parties. No alteration of the terms of this Agreement shall be valid or binding upon either party unless made in writing and duly executed by both parties.

9. Indemnification. To the furthest extent permitted by law (including without limitation California Civil Code Sections 2782 and 2782.8, if applicable), County shall not be liable for, and Contractor shall defend and indemnify County and its officers, agents, employees, and volunteers (collectively "County Parties"), against any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics; liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorney's fees and court costs (hereinafter collectively referred to as "Claims"), which arise out of or are in any way connected to the work covered by this Agreement arising either directly or indirectly from any act, error, omission or negligence of Contractor or its officers, employees, agents, contractors, licensees or servants, including, without limitation, Claims caused by the concurrent negligent act, error or omission, whether active or passive of County Parties. Contractor shall have no obligation, however, to defend or indemnify County Parties from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of County Parties.

10. Insurance. Contractor agrees to maintain the following insurance coverage throughout the term of this Agreement:

a. Commercial general liability (and professional liability, if applicable to the services provided) coverage, with minimum per occurrence limit of the greater of (i) the limit available on the policy, or (ii) one million dollars ($1,000,000).

b. Automobile liability coverage (including non-owned automobiles), with minimum bodily injury limit of the greater of (i) the limit available on the policy, or (ii) two-hundred fifty thousand dollars ($250,000) per person and five hundred thousand dollars ($500,000) per accident, as well as a minimum property damage limit of the greater of (i) the limit available on the policy, or (ii) fifty thousand dollars ($50,000) per accident.

c. Each policy of commercial general liability (and professional liability, if applicable to the services provided) coverage and automobile liability coverage (including non-owned automobiles) shall meet the following requirements:

i. Each policy shall be endorsed to name the County, its officers, officials, employees, representatives and agents (collectively, for the purpose of this section 9, the "County") as additional insureds. The Additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13; and

ii. All coverage available under such policy to Contractor, as the named insured, shall also be available and applicable to the County, as the additional insured; and

iii. All of Contractor's available insurance proceeds in excess of the specified minimum limits shall be available to satisfy any and all claims of the County, including defense costs and damages; and

iv. Any insurance limitations are independent of and shall not limit the indemnification terms of this Agreement; and

v. Contractor's policy shall be primary insurance as respects the County, its officers, officials, employees, representatives and agents, and any insurance or self-insurance maintained by the County, its officers, officials, employees, representatives and agents shall be in excess of the Contractor's insurance and shall not contribute with it, and such policy shall contain any endorsements necessary to effectuate this provision. The primary and non-contributory endorsement shall be at least as broad as ISO Form 20 01 04 13; and

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

insured, and such policy shall contain any endorsements necessary to effectuate this provision.

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

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

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

12. Relationship of Parties. It is understood that Contractor is not acting hereunder as an employee of the County, but solely as an independent contractor. Contractor, by virtue of this Agreement, has no authority to bind, or incur any obligation on behalf of, County. Except as expressly provided in this Agreement, Contractor has no authority or responsibility to exercise any rights or power vested in County. It is understood by both Contractor and County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or joint venture.

13. Assignment. Contractor may not assign, subcontract, sublet, or transfer its interest in this Agreement without the prior written consent of the County.

14. Non-discrimination. Contractor agrees not to discriminate in the provision of service under this Agreement on the basis of race, color, religion, marital status, national origin, ancestry, sex, sexual orientation, physical or mental handicap, age, or medical condition.

15. Choice of Law. The laws of the State of California shall govern this agreement.

16. Interpretation. This agreement is the result of the joint efforts of both parties and their attorneys. The agreement and each of its provisions will be interpreted fairly, simply, and not strictly for or against either party.

17. Integration. This Agreement constitutes the entire understanding between the parties respecting the subject matter contained herein and supersedes any and all prior oral or written agreements regarding such subject matter.

18. Severability. The invalidity of any provision of this Agreement, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.

19. Headings. The headings and captions contained in this Agreement are for convenience only, and shall be of no force or effect in construing and interpreting the provisions of this Agreement.

20. Waiver of Rights. No delay or failure of either party in exercising any right, and no partial or single exercise of any right, shall be deemed to constitute a waiver of that right or any other right.

21. Conflict of Interest. The parties to this Agreement have read and are aware of the provisions of Government Code section 1090 *et seq*. and section 87100 *et seq*. relating to conflicts of interest of public officers and employees. Contractor represents that it is unaware of any financial or economic interest of any public officer or employee of County relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement and is later discovered by the County, the County may immediately terminate this Agreement by giving written notice to Contractor.

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

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

Contractor**:**
Jeff Payne
Chief Executive Director
Willow Glen Care Center
1547 Plumas Ct
Yuba City, CA 95991

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

24. Contract Execution. Each individual executing this Agreement on behalf of Contractor represents that he or she is fully authorized to execute and deliver this Agreement.

25. 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 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.

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.

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

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

CONTRACTOR:
Willow Glen Care Center

By:_____
Name: Jeff Payne
Title: Chief Executive Officer
Date signed:

CONTRACTOR:

By:_____
Name: Arne Hyson
Title: Secretary
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: Dwight Ceresola
Title: Chair, Board of Supervisors
Date signed:

ATTEST:

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

Approved as to form:

_____ 5/17/2023
Joshua Brechtel
Deputy County Counsel

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("Agreement") supplements and is made a part of the Services Agreement ("SA") by and between the COUNTY OF PLUMAS referred to herein as Covered Entity ("CE"), and Willow Glen Care Center Corporation, referred to herein as Business Associate ("BA"), dated July 1, 2023.

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 is 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 not enter into an amendment to the Agreement providing assurances regarding the safeguarding of PHI that CE, in its sole discretion, deems sufficient to satisfy the standards and requirements of applicable laws.

7. **Assistance in Litigation of Administrative Proceedings**

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

8. **No Third-Party Beneficiaries**

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

9. **Interpretation**

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

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

COVERED ENTITY	**BUSINESS ASSOCIATE**
Name: Sharon Sousa	Name: Jeff Payne
Title: Behavioral Health Interim Director	Title: Chief Executive Director
Address: 270 County Hospital Road, Suite 109	Address: 1547 Plumas Ct.
Quincy, California 95971	Yuba City, CA 95991
Signed:	Signed:
Date:	Date:

EXHIBIT A - SCOPE OF WORK

Mental illness is particularly devastating because people with a psychiatric disability are often left profoundly disconnected from themselves, others, their community or their own sense of purpose and meaning. Stigmatization of those with mental illness further compounds the sense of alienation because it presents a barrier to rebuilding connections with themselves, others and their community.

Willow Glen Care Center operates 24-hour residential facilities locations throughout Northern California designed to serve multiple levels of care for adults and the elderly adults.
The facilities are licensed by the Community Care Licensing Division of the California Department of Social Services. Each center specializes in serving people with difficult behavioural problems, monitoring psychotropic medications and providing a safe and supportive environment to help residents achieve their highest level of independent functioning. Willow Glen Care Center works with county mental health continuum of care to provide coordinated residential care and specialized programs in a safe and supportive environment.

The program will assist the client in authoring a strength-based Personal Recovery Plan that focuses on:

•Personal acceptance of the mental health condition

•Building on the existing strengths of each individual

•Teaching new skills to maintain individual wellness and recovery

•Facilitating self-reliance, self advocacy and empowerment

•Supporting the client's sense of autonomy and hope

•Facilitating the client's reintegration into the community

•Supporting the integrity of each person's journey

Through the wellness and recovery process, individuals will rebuild and further develop important personal, social, community, spiritual and environmental connections through personal empowerment. Recovery is a process of adjusting attitudes, beliefs, perceptions and goals in life; it a process of self-discovery and transformation. It is the goal of the program to provide the education, support and opportunity for each client to improve their sense of self-reliance, autonomy, empowerment and hope.

EXHIBIT B – FEE SCHEDULE

Willow Glen/Rosewood Rates – Low level patient care

Number Clients	Rate
0-69 clients	$210.00
70-84 clients	$210.00
85-100 clients	$185.00

Trinity Pines – Individual Living

Rate $ 240.00 a day

Redwood Creek Rates- Individual Living

	Number Clients	
Rate	0-6 clients	$310.00
	7-9 clients	$285.00
	10-12 clients	$225.00
	13-16 clients	$170.00

Sequoia Psychiatric Treatment Center– Irreversibly Medically Diseased

Rate

$385.00

Cedar Grove - Mental Health Rehabilitation Center

Number Clients	Rate
0-30 clients	$395.00
31-35 clients	$375.00
36-44 clients	$355.00

Casa Del Rio

Rate $170.00

Alpine House-

Rate
$235.00 a day

Residential Services /Board and Care
Cedar Grove & Sequoia Treatment Center
Rate
$850.00 monthly

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.

PLUMAS COUNTY
BEHAVIORAL HEALTH DEPARTMENT
MEMORANDUM

TO: **Honorable Chair and Board of Supervisors**

FROM:

MEETING DATE: **June 6, 2023**

SUBJECT: **Approve and authorize the Chair to sign an Agreement between Plumas County Behavioral Health and SmithWaters Group to provide service recipients and providers education regarding mental health law and patients' rights; not to exceed $24,000.00; no impact to the General Fund; approved as to form by County Counsel.**

Recommendation:

Approve and authorize the Board Chair to sign an Agreement between Plumas County Behavioral Health and SmithWaters Group to provide service recipients and providers education regarding mental health law and patients' rights; not to exceed $24,000.00; no impact to the General Fund; approved as to form by County Counsel.

Background and Discussion:

The SmithWaters Group will provide full Title IX Patients' Rights Advocacy Services for Plumas County. All required services performed under this contract are statutorily required in the California Code of Regulations Title IX the 5000 sections of the Welfare & Institution Code and certain sections of the Health & Safety Code,to ensure that all duties under this contract are performed in an ongoing and timely manner, to include involvement in the new AB2275 requirements of providing mental health clients on 5150's in emergency departments have due process recognized. SmithWaters will be available for complaint resolution monitoring of mental health facilities, and to serve as a consultant for patients' rights. Not to exceed $24,000.00; approved as to form by County Counsel.

Action:

Respectfully request the Board of Supervisors authorize the Chair to sign the Agreement between Plumas County Behavioral Health and SmithWaters Group to provide service recipients and providers education regarding mental health law and patients' rights; not to exceed $24,000.00; no impact to the General Fund; approved as to form by County Counsel.

Fiscal Impact:

No impact on the General Fund

Attachments:

1. 2.B.5.

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 SmithWaters Group, a California Partnership (hereinafter referred to as "Contractor").

The parties agree as follows:

1. Scope of Work. Contractor shall provide the County with services as set forth in Exhibit A, attached hereto.

2. Compensation. County shall pay Contractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed $24,000.

3. Term. The term of this Agreement commences May 1, 2023, and shall remain in effect through April 30, 2024, unless terminated earlier pursuant to this Agreement. County's Board of Supervisors hereby ratifies and approves for payment, services provided by SmithWaters Group from May 1, 2023, to the date of approval of this Agreement by the Board of Supervisors.

4. Termination. Either party may terminate this agreement by giving thirty (30) days written notice to the other party.

    a. If, in the Director's sole judgment, Contractor's performance of the obligations, duties and responsibilities required of Contractor by this Agreement jeopardize the health, safety, or welfare of any person, then County may terminate this Agreement immediately upon written notice served upon the Contractor.

    b. If this Agreement is terminated, the Contractor shall promptly supply all information necessary for the reimbursement of any claims submitted to the State.

5. Non-Appropriation of Funds. It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, the County shall have no liability to pay any further funds whatsoever to Contractor or furnish any other consideration under this Agreement and Contractor shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either cancel this Agreement with no further liability incurring to the County or offer an amendment to Contractor to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution.

Contractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.

6. In the event of any breach by the Contractor of any term or provision of this Agreement, the County shall have the right to pursue all available remedies at law or equity, including recovery of damages and specific performance of this Agreement. The parties hereto agree that monetary damages would not provide adequate compensation for any losses incurred by reason of a breach by it or any provisions of this Agreement and hereby further agrees that in the event of any action for specific performance in respect to such breach, it shall waive the defense that a remedy at law would be adequate. Except as expressly provided elsewhere in this Agreement, each party's rights and remedies under this Agreement are cumulative and in addition to, not exclusive of or in substitution for, any rights or remedies otherwise available to that party.

7. Warranty and Legal Compliance. The services provided under this Agreement are non-exclusive and shall be completed promptly and competently. Contractor shall guarantee all parts and labor for a period of one year following the expiration of the term of this Agreement unless otherwise specified in Exhibit A. Contractor agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.

8. Amendment. This Agreement may be amended at any time by mutual agreement of the parties, expressed in writing and duly executed by both parties. No alteration of the terms of this Agreement shall be valid or binding upon either party unless made in writing and duly executed by both parties.

9. Indemnification. To the furthest extent permitted by law (including without limitation California Civil Code Sections 2782 and 2782.8, if applicable), County shall not be liable for, and Contractor shall defend and indemnify County and its officers, agents, employees, and volunteers (collectively "County Parties"), against any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics; liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorney's fees and court costs (hereinafter collectively referred to as "Claims"), which arise out of or are in any way connected to the work covered by this Agreement arising either directly or indirectly from any act, error, omission or negligence of Contractor or its officers, employees, agents, contractors, licensees or servants, including, without limitation, Claims caused by the concurrent negligent act, error or omission, whether active or passive of County Parties. Contractor shall have no obligation, however, to defend or indemnify County Parties from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of County Parties.

10. Insurance. Contractor agrees to maintain the following insurance coverage throughout the term of this Agreement:

a. Commercial general liability (and professional liability, if applicable to the services provided) coverage, with minimum per occurrence limit of the greater of (i) the limit available on the policy, or (ii) one million dollars ($1,000,000).

b. Automobile liability coverage (including non-owned automobiles), with minimum bodily injury limit of the greater of (i) the limit available on the policy, or (ii) two-hundred fifty thousand dollars ($250,000) per person and five hundred thousand dollars ($500,000) per accident, as well as a minimum property damage limit of the greater of (i) the limit available on the policy, or (ii) fifty thousand dollars ($50,000) per accident.

c. Each policy of commercial general liability (and professional liability, if applicable to the services provided) coverage and automobile liability coverage (including non-owned automobiles) shall meet the following requirements:

i. Each policy shall be endorsed to name the County, its officers, officials, employees, representatives and agents (collectively, for the purpose of this section 9, the "County") as additional insureds. The Additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13; and

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.

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:

Frank W. SmithWaters Director
Mental Health Advocacy Services
3666 I Street
Sacramento, CA 95816

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 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.

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.

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

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

CONTRACTOR:
SmithWaters Group

By:_____
Name: Frank SmithWaters
Title: Director
Date signed:

By:_____
Name: Willyum SmithWaters
Title: Program Director
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: Dwight Ceresola
Title**:** Chair, Board of Supervisors
Date signed:

ATTEST:

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

Approved as to form:

_____ 5/12/2023
Joshua Brechtel
Deputy County Counsel

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("Agreement") supplements and is made a part of the Services Agreement ("SA") by and between the COUNTY OF PLUMAS referred to herein as Covered Entity ("CE"), and SmithWaters Group, a California Partnership, referred to herein as Business Associate ("BA"), dated May 1, 2023

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 is was disclosed to such third party, and (ii) a written agreement from such third party to immediately notify BA of any breaches of confidentiality of the Protected Information, to the extent it has obtained knowledge of such breach [42 U.S.C. Section 17932; 45 C.F.R. Sections 164.504(e)(2)(i), 164.504(e)(2)(i)(B), 164.504(e)(2)(ii)(A) and 164.504(e)(4)(ii)].

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3. **Termination**

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

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

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

4. Disclaimer

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

5. Certification

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

6. Amendment

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

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

7. **Assistance in Litigation of Administrative Proceedings**

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

8. **No Third-Party Beneficiaries**

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

9. **Interpretation**

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

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

COVERED ENTITY	**BUSINESS ASSOCIATE**
Name: Sharon Sousa LMFT	Name: Frank W. SmithWaters
Title: Behavioral Health Interim Director	Title: Director
Address: 270 County Hospital Road, Suite 109	Address: 3666 I Street
Quincy, California 95971	Sacramento, CA 95816
Signed:	Signed:
Date:	Date:

EXHIBIT A - SCOPE OF WORK

The SmithWaters Group will provide full Title IX Patients' Rights Advocacy Services for Plumas County. All required services performed under this contract are statutorily required in the California Code of Regulations Title IX the 5000 sections of the Welfare & Institution Code and certain sections of the Health & Safety Code. The SmithWaters Group, under this contract with Plumas County will dedicate .5 FTE to ensure that all duties under this contract are performed in an ongoing and timely manner to include involvement in the new AB2275 requirements of providing mental health clients on 5150's in emergency departments have due process recognized. Because Certification Review Hearings are time sensitive, those take priority over several other Patients' Rights Duties. SmithWaters will be available on an ongoing basis for complaint resolution monitoring of mental health facilities and clinics.

The scope of services will include but is not limited to the following:

- Complaint Investigation follow-up with Behavioral Health staff
- Develop working relationships with Behavioral Health and Public Guardian staff.
- Meet quarterly with the Behavioral Health Director or designee.
- Provide training and education to both providers and service recipients about mental health law and patients rights on an as-needed basis.
- Provide 5150 Certification Training to staff as needed.
- Ensure that all recipients of services are notified of their rights.
- Distribution of related posters , brochures, and the state mandated patients' rights handbooks.
- Participate on County QIC Committee and other committees as identified by the Behavioral Health Director.
- Provide written Annual Report of Activities.
- Serve as Liaison with Title IX advocates and Conservators in other counties.
- Work with both County staff and community-based hospital to ensure that the requirements of AB2275 are being implemented and maintained.

Additional services include:

Mediation of any issues between staff and clients as well as client-to-client. SmithWaters goal is to assist in creating as stress-free environment as possible. Consultation on patients' rights as needed 24-hour phone access available to both staff and clients. The SmithWaters Group staff will be in Plumas County for in-person meetings with clients or staff on a limited basis.

EXHIBIT B - FEE SCHEDULE

COUNTY agrees to pay CONTRACTOR the following fiscal years 2023-2024 rates:

Cost of Service-Inclusive of all expected costs to include staff time and any associated travel cost and material costs.

Hourly Rate- $ 30.76

Payments by COUNTY shall be 2-3 weeks in arrears, for services provided during the preceding month, after receipt and verification of CONTRACTOR's invoices. Include backup documentation to support the invoice.

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.

PLUMAS COUNTY
BEHAVIORAL HEALTH DEPARTMENT
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Che Shannon, Management Analyst II**
MEETING DATE:	**June 6, 2023**
SUBJECT:	**Approve and authorize the Chair to sign an Agreement between Plumas County Behavioral Health and Joseph Schad, D.O. to provide Medical Direction for Substance Use Disorder and Medication Assisted Treatment for FY 2023/2024; not to exceed $20,000.00; no impact on General Funds; approved as to form by County Counsel.**

Recommendation:
Approve and authorize the Board Chair to sign a contract with Joseph Schad, D.O. to provide Medical Direction for Substance Use Disorder and Medication Assisted Treatment. Not to exceed $20,000.00; approved as to form by County Counsel.

Background and Discussion:
Approve and authorize the Board Chair to sign a contract with Joseph Schad, D.O. to provide Medical Direction for Substance Use Disorder and Medication Assisted Treatment. Not to exceed $20,000.00; approved as to form by County Counsel.

Action:

Behavioral Health respectfully request the Board of Supervisors authorize the Chair to sign the Agreement between Plumas County Behavioral Health and Dr. Joseph Schad D.O. to provide Medical Direction for Substance Use Disorder and Medication Assisted Treatment.

Fiscal Impact:

No impact on the General Fund

Attachments:
1. 2.B.6.

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 Dr. Joseph Schad, a sole proprietor **(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 Twenty thousand and 00/100 Dollars $20,000.00.

3. Term. The term of this agreement shall be from July 1, 2023, through June 30, 2024, unless terminated earlier as provided herein.

4. Termination. Either party may terminate this agreement by giving thirty (30) days written notice to the other party.

5. Non-Appropriation of Funds. It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, the County shall have no liability to pay any further funds whatsoever to Contractor or furnish any other consideration under this Agreement and Contractor shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either cancel this Agreement with no further liability incurring to the County, or offer an amendment to Contractor to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution. Contractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.

6. Warranty and Legal Compliance. The services provided under this Agreement are non-exclusive and shall be completed promptly and competently. Contractor shall guarantee all parts and labor for a period of one year following the expiration of the term of this Agreement unless otherwise specified in Exhibit A. Contractor agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.

7. Amendment. This Agreement may be amended at any time by mutual agreement of the parties, expressed in writing and duly executed by both parties. No alteration of the terms of this Agreement shall be valid or binding upon either party unless made in writing and duly executed by both parties.

8. Indemnification. To the furthest extent permitted by law (including without limitation California Civil Code Sections 2782 and 2782.8, if applicable), County shall not be liable for, and Contractor shall defend and indemnify County and its officers, agents, employees, and volunteers (collectively "County Parties"), against any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics; liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorney's fees and court costs (hereinafter collectively referred to as "Claims"), which arise out of or are in any way connected to the work covered by this Agreement arising either directly or indirectly from any act, error, omission or negligence of Contractor or its officers, employees, agents, contractors, licensees or servants, including, without limitation, Claims caused by the concurrent negligent act, error or omission, whether active or passive of County Parties. Contractor shall have no obligation, however, to defend or indemnify County Parties from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of County Parties.

9. Insurance. Contractor agrees to maintain the following insurance coverage throughout the term of this Agreement:

   a. Commercial general liability (and professional liability, if applicable to the services provided) coverage, with minimum per occurrence limit of the greater of (i) the limit available on the policy, or (ii) one million dollars ($1,000,000).

   b. Automobile liability coverage (including non-owned automobiles), with minimum bodily injury limit of the greater of (i) the limit available on the policy, or (ii) two-hundred fifty thousand dollars ($250,000) per person and five hundred thousand dollars ($500,000) per accident, as well as a minimum property damage limit of the greater of (i) the limit available on the policy, or (ii) fifty thousand dollars ($50,000) per accident.

   c. Each policy of commercial general liability (and professional liability, if applicable to the services provided) coverage and automobile liability coverage (including non-owned automobiles) shall meet the following requirements:

      i. Each policy shall be endorsed to name the County, its officers, officials, employees, representatives and agents (collectively, for the purpose of this section 9, the "County") as additional insureds. The Additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13; and

ii. All coverage available under such policy to Contractor, as the named insured, shall also be available and applicable to the County, as the additional insured; and

iii. All of Contractor's available insurance proceeds in excess of the specified minimum limits shall be available to satisfy any and all claims of the County, including defense costs and damages; and

iv. Any insurance limitations are independent of and shall not limit the indemnification terms of this Agreement; and

v. Contractor's policy shall be primary insurance as respects the County, its officers, officials, employees, representatives and agents, and any insurance or self-insurance maintained by the County, its officers, officials, employees, representatives and agents shall be in excess of the Contractor's insurance and shall not contribute with it, and such policy shall contain any endorsements necessary to effectuate this provision. The primary and non-contributory endorsement shall be at least as broad as ISO Form 20 01 04 13; and

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

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

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

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

Contractor or its principals to practice its professions and to perform its duties and obligations under this Agreement.

11. Relationship of Parties. It is understood that Contractor is not acting hereunder as an employee of the County, but solely as an independent contractor. Contractor, by virtue of this Agreement, has no authority to bind, or incur any obligation on behalf of, County. Except as expressly provided in this Agreement, Contractor has no authority or responsibility to exercise any rights or power vested in County. It is understood by both Contractor and County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or joint venture.

12. Assignment. Contractor may not assign, subcontract, sublet, or transfer its interest in this Agreement without the prior written consent of the County.

13. Non-discrimination. Contractor agrees not to discriminate in the provision of service under this Agreement on the basis of race, color, religion, marital status, national origin, ancestry, sex, sexual orientation, physical or mental handicap, age, or medical condition.

14. Choice of Law. The laws of the State of California shall govern this agreement.

15. Interpretation. This agreement is the result of the joint efforts of both parties and their attorneys. The agreement and each of its provisions will be interpreted fairly, simply, and not strictly for or against either party.

16. Integration. This Agreement constitutes the entire understanding between the parties respecting the subject matter contained herein and supersedes any and all prior oral or written agreements regarding such subject matter.

17. Severability. The invalidity of any provision of this Agreement, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.

18. Headings. The headings and captions contained in this Agreement are for convenience only, and shall be of no force or effect in construing and interpreting the provisions of this Agreement.

19. Waiver of Rights. No delay or failure of either party in exercising any right, and no partial or single exercise of any right, shall be deemed to constitute a waiver of that right or any other right.

20. Conflict of Interest. The parties to this Agreement have read and are aware of the provisions of Government Code section 1090 *et seq*. and section 87100 *et seq*. relating to conflicts of interest of public officers and employees. Contractor represents that it is unaware of any financial or economic interest of any public officer or employee of County relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement and is later discovered by the County, the County may immediately terminate this Agreement by giving written notice to Contractor.

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

County:

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

Contractor:
Dr. Joseph Schad
3730 Chandler Road
Quincy, CA 95971

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

23. Contract Execution. Each individual executing this Agreement on behalf of Contractor represents that he or she is fully authorized to execute and deliver this Agreement.

24. 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.

25. 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.

26. 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.

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.

28. 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.

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

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

CONTRACTOR:

By:_____
Name: Dr. Joseph Schad
Title: Medical Director
Date signed:

COUNTY:

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

By:_____
Name: Sharon Sousa, LMFT
Title: Behavioral Health Interim Director
Date signed:

APPROVED AS TO CONTENT:

_____
Name: Dwight Ceresola
Title: Chair, Board of Supervisors
Date signed:

ATTEST

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

Approved as to form:

_____ 5/23/2023
Joshua Brechtel
Deputy County Counsel

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("Agreement") supplements and is made a part of the Services Agreement ("SA") by and between the COUNTY OF PLUMAS referred to herein as Covered Entity ("CE"), and Dr. Joseph Schad a sole proprietor referred to herein as Business Associate ("BA"), dated July 1, 2023.

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 is 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 not enter into an amendment to the Agreement providing assurances regarding the safeguarding of PHI that CE, in its sole discretion, deems sufficient to satisfy the standards and requirements of applicable laws.

7. **Assistance in Litigation of Administrative Proceedings**

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

8. **No Third-Party Beneficiaries**

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

9. **Interpretation**

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

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

COVERED ENTITY	**BUSINESS ASSOCIATE**
Name: Sharon Sousa, LMFT	Name Joseph Schad
Title: Interim Behavioral Health Director	Title: Medical Doctor
Address: 270 County Hospital Road, Suite 109	Address: 3730 Chandler Road
Quincy, California 95971	Quincy, California 95971
Signed:	Signed:
Date:	Date:

EXHIBIT A - SCOPE OF WORK

Medical Direction for Substance Use Disorder Treatment and Medication Assisted Treatment (MAT)

1. Physician licensed by the Medical Board of California or Osteopathic Board of California
2. Conduct health screening reviews based on the documentation gathered by the Substance Use Disorder (SUD) program staff.
3. Participate in the utilization process with SUD treatment staff.
4. Sign treatment plans developed by SUD staff.
5. Provide MAT clinic.

EXHIBIT B - FEE SCHEDULE

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 $270.00 per hour for direct and indirect services related to Medical Direction and Medication Assisted Treatment.

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.

PLUMAS COUNTY
BEHAVIORAL HEALTH DEPARTMENT
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Che Shannon, Management Analyst II**
MEETING DATE:	**June 6, 2023**
SUBJECT:	**Approve and authorize the Chair to sign an Agreement between Plumas County Behavioral Health and Restpadd-Redding to provide rehabilitation services to individuals experiencing acute psychiatric conditions, covering fiscal years 2023/2024, and 2024/2025; not to exceed $300,000.00 (no impact to the General Fund); approved to form by County Counsel.**

Recommendation:
Approve and authorize the Board Chair to sign a two-year contract covering fiscal years 2023/2024, and 2024/2025 not to exceed $300,000.00. Restpadd-Redding is a psychiatric health facility, serving individuals experiencing acute psychiatric conditions that require rehabilitation services. This agreement has been approved to form by County Counsel. There is no impact on the General Fund.

Background and Discussion:
Approve and authorize the Board Chair to sign a two-year contract covering fiscal years 2023/2024, and 2024/2025 not to exceed $300,000.00. Restpadd-Redding is a psychiatric health facility, serving individuals experiencing acute psychiatric conditions that require rehabilitation services. This agreement has been approved to form by County Counsel. There is no impact on the General Fund.

Action:

Approve and authorize the Board Chair to sign a two-year contract covering fiscal years 2023/2024, and 2024/2025 not to exceed $300,000.00. Restpadd-Redding is a psychiatric health facility, serving adults experiencing acute psychiatric conditions that require rehabilitation services.

Fiscal Impact:

No impact on the General Fund.

Attachments:
1. 2.B.7.

Services Agreement

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

The parties agree as follows:

1. Scope of Work. Contractor shall provide the County with services as set forth in Exhibit A, attached hereto.

2. Compensation. County shall pay Contractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed the maximum compensation amount of $300,000.00 for fiscal year 2023/24 and fiscal year 2024/25. CONTRACTOR or subcontractor of CONTRACTOR shall not submit a claim to, or demand or otherwise collect reimbursement form, the beneficiary or persons acting on behalf of the beneficiary for any specialty or related administrative services provided under this contract, except to collect other health insurance coverage, share of cost, and co-payments.

3. Term. The term of this Agreement commences July 1, 2023 and shall remain in effect through June 30, 2025, unless terminated earlier pursuant to this Agreement.

4. Termination. Either party may terminate this agreement by giving thirty (30) days written notice to the other party.

    a. If, in the Director's sole judgment, Contractor's performance of the obligations, duties and responsibilities required of Contractor by this Agreement jeopardize the health, safety, or welfare of any person, then County may terminate this Agreement immediately upon written notice served upon the Contractor.

    b. If this Agreement is terminated, the Contractor shall promptly supply all information necessary for the reimbursement of any claims submitted to the State

5. Non-Appropriation of Funds. It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, the County shall have no liability to pay any further funds whatsoever to Contractor or furnish any other consideration under this Agreement and Contractor shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either cancel this Agreement with no further liability incurring to the County, or offer an amendment to Contractor to reflect

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

6. In the event of any breach by the Contractor of any term or provision of this Agreement, the County shall have the right to pursue all available remedies at law or equity, including recovery of damages and specific performance of this Agreement. The parties hereto agree that monetary damages would not provide adequate compensation for any losses incurred by reason of a breach by it or any provisions of this Agreement and hereby further agrees that in the event of any action for specific performance in respect to such breach, it shall waive the defense that a remedy at law would be adequate. Except as expressly provided elsewhere in this Agreement, each party's rights and remedies under this Agreement are cumulative and in addition to, not exclusive of or in substitution for, any rights or remedies otherwise available to that party.

7. Warranty and Legal Compliance. The services provided under this Agreement are non-exclusive and shall be completed promptly and competently. Contractor shall guarantee all parts and labor for a period of one year following the expiration of the term of this Agreement unless otherwise specified in Exhibit A. Contractor agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.

8. Amendment. This Agreement may be amended at any time by mutual agreement of the parties, expressed in writing and duly executed by both parties. No alteration of the terms of this Agreement shall be valid or binding upon either party unless made in writing and duly executed by both parties.

9. Indemnification. To the furthest extent permitted by law (including without limitation California Civil Code Sections 2782 and 2782.8, if applicable), County shall not be liable for, and Contractor shall defend and indemnify County and its officers, agents, employees, and volunteers (collectively "County Parties"), against any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics; liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorney's fees and court costs (hereinafter collectively referred to as "Claims"), which arise out of or are in any way connected to the work covered by this Agreement arising either directly or indirectly from any act, error, omission or negligence of Contractor or its officers, employees, agents, contractors, licensees or servants, including, without limitation, Claims caused by the concurrent negligent act, error or omission, whether active or passive of County Parties. Contractor shall have no obligation, however, to defend or indemnify County Parties from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of County Parties.

10. Insurance. Contractor agrees to maintain the following insurance coverage throughout the term of this Agreement:

a. Commercial general liability (and professional liability, if applicable to the services provided) coverage, with minimum per occurrence limit of the greater of (i) the limit available on the policy, or (ii) one million dollars ($1,000,000).

b. Automobile liability coverage (including non-owned automobiles), with minimum bodily injury limit of the greater of (i) the limit available on the policy, or (ii) two-hundred fifty thousand dollars ($250,000) per person and five hundred thousand dollars ($500,000) per accident, as well as a minimum property damage limit of the greater of (i) the limit available on the policy, or (ii) fifty thousand dollars ($50,000) per accident.

c. Each policy of commercial general liability (and professional liability, if applicable to the services provided) coverage and automobile liability coverage (including non-owned automobiles) shall meet the following requirements:

i. Each policy shall be endorsed to name the County, its officers, officials, employees, representatives and agents (collectively, for the purpose of this section 9, the "County") as additional insureds. The Additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13; and

ii. All coverage available under such policy to Contractor, as the named insured, shall also be available and applicable to the County, as the additional insured; and

iii. All of Contractor's available insurance proceeds in excess of the specified minimum limits shall be available to satisfy any and all claims of the County, including defense costs and damages; and

iv. Any insurance limitations are independent of and shall not limit the indemnification terms of this Agreement; and

v. Contractor's policy shall be primary insurance as respects the County, its officers, officials, employees, representatives and agents, and any insurance or self-insurance maintained by the County, its officers, officials, employees, representatives and agents shall be in excess of the Contractor's insurance and shall not contribute with it, and such policy shall contain any endorsements necessary to effectuate this provision. The primary and non-contributory endorsement shall be at least as broad as ISO Form 20 01 04 13; and

vi. To the extent that Contractor carries any excess insurance policy applicable to the work performed under this Agreement, such excess

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

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

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

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

12. Relationship of Parties. It is understood that Contractor is not acting hereunder as an employee of the County, but solely as an independent contractor. Contractor, by virtue of this Agreement, has no authority to bind, or incur any obligation on behalf of, County. Except as expressly provided in this Agreement, Contractor has no authority or responsibility to exercise any rights or power vested in County. It is understood by both Contractor and County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or joint venture.

13. Assignment. Contractor may not assign, subcontract, sublet, or transfer its interest in this Agreement without the prior written consent of the County.

14. Non-discrimination. Contractor agrees not to discriminate in the provision of service under this Agreement on the basis of race, color, religion, marital status, national origin, ancestry, sex, sexual orientation, physical or mental handicap, age, or medical condition.

15. Choice of Law. The laws of the State of California shall govern this agreement.

16. Interpretation. This agreement is the result of the joint efforts of both parties and their attorneys. The agreement and each of its provisions will be interpreted fairly, simply, and not strictly for or against either party.

17. Integration. This Agreement constitutes the entire understanding between the parties respecting the subject matter contained herein and supersedes any and all prior oral or written agreements regarding such subject matter.

18. Severability. The invalidity of any provision of this Agreement, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.

19. Headings. The headings and captions contained in this Agreement are for convenience only, and shall be of no force or effect in construing and interpreting the provisions of this Agreement.

20. Waiver of Rights. No delay or failure of either party in exercising any right, and no partial or single exercise of any right, shall be deemed to constitute a waiver of that right or any other right.

21. Conflict of Interest. The parties to this Agreement have read and are aware of the provisions of Government Code section 1090 *et seq*. and section 87100 *et seq*. relating to conflicts of interest of public officers and employees. Contractor represents that it is unaware of any financial or economic interest of any public officer or employee of County relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement and is later discovered by the County, the County may immediately terminate this Agreement by giving written notice to Contractor.

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

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

Contractor:
Kirk Edgar
Secretary
Restpadd Inc., Redding
2750 Eureka Way
Redding, CA 96001

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

24. Contract Execution. Each individual executing this Agreement on behalf of Contractor represents that he or she is fully authorized to execute and deliver this Agreement.

25. 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 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.

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.

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

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

CONTRACTOR:
Restpadd Incorporated, Redding

By:_____
Name: Kirk Edgar
Title: Administrator
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:

By:_____
Name: Dwight Ceresola
Title: Chair, Board of Supervisors
Date signed:

ATTEST

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

Approved as to form:

_____ 5/25/2023
Joshua Brechtel
Deputy County Counsel

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("Agreement") supplements and is made a part of the Services Agreement ("SA") by and between the COUNTY OF PLUMAS referred to herein as Covered Entity ("CE"), and Restpadd Incorporated, Redding, referred to herein as Business Associate ("BA"), dated July 1, 2023.

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 is 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 not enter into an amendment to the Agreement providing assurances regarding the safeguarding of PHI that CE, in its sole discretion, deems sufficient to satisfy the standards and requirements of applicable laws.

7. **Assistance in Litigation of Administrative Proceedings**

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

8. **No Third-Party Beneficiaries**

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

9. **Interpretation**

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

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

COVERED ENTITY	**BUSINESS ASSOCIATE**
Name: Sharon Sousa	Name: Kirk Edgar
Title: Behavioral Health Interim Director	Title: Administrator
Address: 270 County Hospital Road, Suite 109	Address: 2750 Eureka Way
Quincy, California 95971	Redding, CA 96001
Signed:	Signed:
Date:	Date:

EXHIBIT A - SCOPE OF WORK

SERVICES TO BE PROVIDED

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

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

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

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

PROGRAM

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

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

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

Patients will be discharged or transferred from this facility when:

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

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

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

EXHIBIT B - FEE SCHEDULE

Fiscal year 2023/2024 Rates

Adults **$1102.00 per day**

Fiscal year 2024/2025 Rates

Adults **$1135.00 per day**

INVOICING AND PAYMENT:

A. For services satisfactorily rendered, and upon receipt and approval of the invoice(s), the County of Plumas agrees to compensate the Contractor:

B. Invoice(s) Shall:
   a) Include backup documentation to support the invoice.
   b) Bear the Contractors name, exactly as shown on the Agreement.
   c) Bear the Contractor Agreement Number.
   d) Identify the expense, billing and/or performance period covered on invoice
   e) Invoice(s) must be signed by authorized personnel.

C. Invoice(s) shall be submitted to the Project Representative listed in this Agreement under General Provisions, 6.4 Notices.

D. In the event that the Contractor's rates for a fiscal year are adjusted (whether increased or decreased) with Contractor's Host County during the term of this Agreement, Contractor shall notify County of such change by sending, either via e-mail or via written letter sent regular mail, a copy of the Host County's rate letter. The new rates shall be used to determine and govern the amount which County shall pay Contractor for services provided under this contract. The provision of this Section are self-executing upon such notification of the change in rates.

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

PLUMAS COUNTY
BEHAVIORAL HEALTH DEPARTMENT
MEMORANDUM

TO: **Honorable Chair and Board of Supervisors**

FROM: **Che Shannon, Management Analyst II**

MEETING DATE: **June 6, 2023**

SUBJECT: **Approve and authorize the Chair to sign an Agreement between Plumas County Behavioral Health and Restpadd-Red Bluff to provide rehabilitation services to youth and adult individuals experiencing acute psychiatric conditions, covering fiscal years 2023/2024, and 2024/2025; not to exceed $400,000.00 (no impact to the General Fund); approved to form by County Counsel.**

Recommendation:

Approve and authorize the Board Chair to sign a 2-year contract covering fiscal years 2023/2024 and 2024/2025 not to exceed $400,000.00. Restpadd-Red Bluff is a psychiatric health facility, serving individuals experiencing acute psychiatric conditions that require rehabilitation services. This agreement has been approved to form by County Counsel. There is no impact on the General Fund.

Background and Discussion:

Restpadd-Red Bluff is a psychiatric health facility, serving individuals experiencing acute psychiatric conditions that require rehabilitation services. This agreement has been approved to form by County Counsel. There is no impact on the General Fund.

Action:

Approve and authorize the Board Chair to sign a 2-year contract covering fiscal years 2023/2024 and 2024/2025 not to exceed $400,000.00. Restpadd-Red Bluff is a psychiatric health facility. No impact on the General Fund.

Fiscal Impact:

No impact on the General Fund

Attachments:

1. 2.B.8

Services Agreement

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

The parties agree as follows:

1. Scope of Work. Contractor shall provide the County with services as set forth in Exhibit A, attached hereto.

2. Compensation. County shall pay Contractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed the maximum compensation amount of $400,000.00 for fiscal year 2023/24, and fiscal year 2024/25. CONTRACTOR or subcontractor of CONTRACTOR shall not submit a claim to, or demand or otherwise collect reimbursement form, the beneficiary or persons acting on behalf of the beneficiary for any specialty or related administrative services provided under this contract, except to collect other health insurance coverage, share of cost, and co-payments.

3. Term. The term of this Agreement commences July 1, 2023 and shall remain in effect through June 30, 2025, unless terminated earlier pursuant to this Agreement.

4. Termination. Either party may terminate this agreement by giving thirty (30) days written notice to the other party.

    a. If, in the Director's sole judgment, Contractor's performance of the obligations, duties and responsibilities required of Contractor by this Agreement jeopardize the health, safety, or welfare of any person, then County may terminate this Agreement immediately upon written notice served upon the Contractor.

    b. If this Agreement is terminated, the Contractor shall promptly supply all information necessary for the reimbursement of any claims submitted to the State.

5. Non-Appropriation of Funds. It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, the County shall have no liability to pay any further funds whatsoever to Contractor or furnish any other consideration under this Agreement and Contractor shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either cancel this Agreement with no further liability incurring to the County, or offer an amendment to Contractor to reflect

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

6. In the event of any breach by the Contractor of any term or provision of this Agreement, the County shall have the right to pursue all available remedies at law or equity, including recovery of damages and specific performance of this Agreement. The parties hereto agree that monetary damages would not provide adequate compensation for any losses incurred by reason of a breach by it or any provisions of this Agreement and hereby further agrees that in the event of any action for specific performance in respect to such breach, it shall waive the defense that a remedy at law would be adequate. Except as expressly provided elsewhere in this Agreement, each party's rights and remedies under this Agreement are cumulative and in addition to, not exclusive of or in substitution for, any rights or remedies otherwise available to that party.

7. Warranty and Legal Compliance. The services provided under this Agreement are non-exclusive and shall be completed promptly and competently. Contractor shall guarantee all parts and labor for a period of one year following the expiration of the term of this Agreement unless otherwise specified in Exhibit A. Contractor agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.

8. Amendment. This Agreement may be amended at any time by mutual agreement of the parties, expressed in writing and duly executed by both parties. No alteration of the terms of this Agreement shall be valid or binding upon either party unless made in writing and duly executed by both parties.

9. Indemnification. To the furthest extent permitted by law (including without limitation California Civil Code Sections 2782 and 2782.8, if applicable), County shall not be liable for, and Contractor shall defend and indemnify County and its officers, agents, employees, and volunteers (collectively "County Parties"), against any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics; liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorney's fees and court costs (hereinafter collectively referred to as "Claims"), which arise out of or are in any way connected to the work covered by this Agreement arising either directly or indirectly from any act, error, omission or negligence of Contractor or its officers, employees, agents, contractors, licensees or servants, including, without limitation, Claims caused by the concurrent negligent act, error or omission, whether active or passive of County Parties. Contractor shall have no obligation, however, to defend or indemnify County Parties from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of County Parties.

10. Insurance. Contractor agrees to maintain the following insurance coverage throughout the term of this Agreement:

a. Commercial general liability (and professional liability, if applicable to the services provided) coverage, with minimum per occurrence limit of the greater of (i) the limit available on the policy, or (ii) one million dollars ($1,000,000).

b. Automobile liability coverage (including non-owned automobiles), with minimum bodily injury limit of the greater of (i) the limit available on the policy, or (ii) two-hundred fifty thousand dollars ($250,000) per person and five hundred thousand dollars ($500,000) per accident, as well as a minimum property damage limit of the greater of (i) the limit available on the policy, or (ii) fifty thousand dollars ($50,000) per accident.

c. Each policy of commercial general liability (and professional liability, if applicable to the services provided) coverage and automobile liability coverage (including non-owned automobiles) shall meet the following requirements:

i. Each policy shall be endorsed to name the County, its officers, officials, employees, representatives and agents (collectively, for the purpose of this section 9, the "County") as additional insureds. The Additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13; and

ii. All coverage available under such policy to Contractor, as the named insured, shall also be available and applicable to the County, as the additional insured; and

iii. All of Contractor's available insurance proceeds in excess of the specified minimum limits shall be available to satisfy any and all claims of the County, including defense costs and damages; and

iv. Any insurance limitations are independent of and shall not limit the indemnification terms of this Agreement; and

v. Contractor's policy shall be primary insurance as respects the County, its officers, officials, employees, representatives and agents, and any insurance or self-insurance maintained by the County, its officers, officials, employees, representatives and agents shall be in excess of the Contractor's insurance and shall not contribute with it, and such policy shall contain any endorsements necessary to effectuate this provision. The primary and non-contributory endorsement shall be at least as broad as ISO Form 20 01 04 13; and

vi. To the extent that Contractor carries any excess insurance policy applicable to the work performed under this Agreement, such excess

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

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

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

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

12. Relationship of Parties. It is understood that Contractor is not acting hereunder as an employee of the County, but solely as an independent contractor. Contractor, by virtue of this Agreement, has no authority to bind, or incur any obligation on behalf of, County. Except as expressly provided in this Agreement, Contractor has no authority or responsibility to exercise any rights or power vested in County. It is understood by both Contractor and County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or joint venture.

13. Assignment. Contractor may not assign, subcontract, sublet, or transfer its interest in this Agreement without the prior written consent of the County.

14. Non-discrimination. Contractor agrees not to discriminate in the provision of service under this Agreement on the basis of race, color, religion, marital status, national origin, ancestry, sex, sexual orientation, physical or mental handicap, age, or medical condition.

15. Choice of Law. The laws of the State of California shall govern this agreement.

16. Interpretation. This agreement is the result of the joint efforts of both parties and their attorneys. The agreement and each of its provisions will be interpreted fairly, simply, and not strictly for or against either party.

17. Integration. This Agreement constitutes the entire understanding between the parties respecting the subject matter contained herein and supersedes any and all prior oral or written agreements regarding such subject matter.

18. Severability. The invalidity of any provision of this Agreement, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.

19. Headings. The headings and captions contained in this Agreement are for convenience only, and shall be of no force or effect in construing and interpreting the provisions of this Agreement.

20. Waiver of Rights. No delay or failure of either party in exercising any right, and no partial or single exercise of any right, shall be deemed to constitute a waiver of that right or any other right.

21. Conflict of Interest. The parties to this Agreement have read and are aware of the provisions of Government Code section 1090 *et seq*. and section 87100 *et seq*. relating to conflicts of interest of public officers and employees. Contractor represents that it is unaware of any financial or economic interest of any public officer or employee of County relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement and is later discovered by the County, the County may immediately terminate this Agreement by giving written notice to Contractor.

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

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

Contractor:
Bill Hunt
Administrator
Restpadd Health Corporation, Red Bluff
925 Walnut
Red Bluff, CA 96080

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

24. Contract Execution. Each individual executing this Agreement on behalf of Contractor represents that he or she is fully authorized to execute and deliver this Agreement.

25. 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 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.

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.

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

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

CONTRACTOR:
Restpadd Health Corporation, Red Bluff

By:_____
Name: Bill Hunt
Title: Administrator
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: Dwight Ceresola
Title: Chair, Board of Supervisors
Date signed:

ATTEST

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

Approved as to form:

_____ 5/25/2023
Joshua Brechtel
Deputy County Counsel

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("Agreement") supplements and is made a part of the Services Agreement ("SA") by and between the COUNTY OF PLUMAS referred to herein as Covered Entity ("CE"), and Restpadd Health Corporation, Red Bluff, referred to herein as Business Associate ("BA"), dated July 1, 2023

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 is 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 not enter into an amendment to the Agreement providing assurances regarding the safeguarding of PHI that CE, in its sole discretion, deems sufficient to satisfy the standards and requirements of applicable laws.

7. **Assistance in Litigation of Administrative Proceedings**

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

8. **No Third-Party Beneficiaries**

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

9. **Interpretation**

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

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

COVERED ENTITY	**BUSINESS ASSOCIATE**
Name: Sharon Sousa	Name: Bill Hunt
Title: Behavioral Health Interim Director	Title: Administrator
Address: 270 County Hospital Road, Suite 109	Address: 2750 Eureka Way
Quincy, California 95971	Redding Ca 96001
Signed:	Signed:
Date:	Date:

EXHIBIT A - SCOPE OF WORK

1. **SCOPE OF SERVICES**:

   a. Fee for Service Access:
   Contractor will provide County access to a bed space on a first come, first serve "Fee for Services" basis. County agrees to pay the all-inclusive "fee for service" daily rate as set forth in Section 2 below from the day of admission to the day of discharge.
   County is eligible to receive Medi-Cal reimbursement from the State of California, Department of Health Care Services for these bed days. County may place either Adult or Children patients at Contractor's psychiatric health facility (PHF).
   The county Adult System of Care will determine the appropriateness of placement based on clinical medical necessity criteria.

   b. Program:

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

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

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

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

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

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

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

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

1. Patients who have the primary diagnosis of an eating disorder (anorexia nervosa or bulimia) as defined in Section 1254.5(b) of the California Health and Safety Code.

2. Patients who have the primary diagnosis of chemical dependency, chemical intoxication, or chemical withdrawal.

3. Individuals with major mental disorders will not be admitted if their treatment requires medical interventions beyond the level appropriate to a psychiatric health facility, including:
    a. Detoxification from substance abuse
    b. Treatment for substance induced delirium

4. Disorders caused by chronic organic brain dysfunction.

5. Behavioral, cognitive and/or physical impairment which would render the patients unable to function at a minimally acceptable level within the treatment program, such as a medically unstable patient whose safety requires treatment in a medical surgical hospital.

6. Those who meet criteria for less restrictive treatment.

c. Average Length of Stay

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

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

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

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

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

d. Admission Process

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

e. Assessment and Evaluation Procedures

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

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

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

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

f. If a sudden, marked change in client's health or condition, illness, death, serious personal injury or substantial property damage occurs in connection with the performance of this Agreement, Contractor shall immediately notify the County Contract Administrator, by telephone. Contractor shall promptly submit to County a written report in such form as may be required by it of all accidents which occur in connection with the performance of this Agreement. This report must include the following information:

i. Name and address of the injured or deceased person;
ii. Name and address of Contractor's subcontractor, if any; and
iii. Name and address of Contractor's liability insurance carrier believed to be involved.

EXHIBIT B - FEE SCHEDULE

DAILY ALL-INCLUSIVE RATES
Fiscal year 23/24

ADULTS
Adult patients admitted to Restpadd Health Corporation located at 925 Walnut Street in Red Bluff, California, 96080 shall pay the all-inclusive rate of $1102.00 per day, excluding the day of discharge.

CHILDREN/YOUTH
Children/Youth patients admitted to Restpadd Health Corporation located at 925 Walnut Street in Red Bluff, California, 96080 shall pay the all-inclusive rate of $ 1377.00 per day, excluding the day of discharge.

DAILY ALL-INCLUSIVE RATES
Fiscal year 24/25

ADULTS
Adult patients admitted to Restpadd Health Corporation located at 925 Walnut Street in Red Bluff, California, 96080 shall pay the all-inclusive rate of $1135.00 per day, excluding the day of discharge.

CHILDREN/YOUTH
Children/Youth patients admitted to Restpadd Health Corporation located at 925 Walnut Street in Red Bluff, California, 96080 shall pay the all-inclusive rate of $ 1405.00 per day, excluding the day of discharge.

INVOICING AND PAYMENT:

A. For services satisfactorily rendered, and upon receipt and approval of the invoice(s), the County of Plumas agrees to compensate the Contractor:

B. Invoice(s) Shall:
   a) Include backup documentation to support the invoice.
   b) Bear the Contractors name, exactly as shown on the Agreement.
   c) Bear the Contractor Agreement Number.
   d) Identify the expense, billing and/or performance period covered on invoice
   e) Invoice(s) must be signed by authorized personnel.

C. Invoice(s) shall be submitted to the Project Representative listed in this Agreement under General Provisions, 6.4 Notices.

D. In the event that the Contractor's rates for a fiscal year are adjusted (whether increased or decreased) with Contractor's Host County during the term of this Agreement, Contractor shall notify County of such change by sending, either via e-mail or via written letter sent regular mail, a copy of the Host County's rate letter. The new rates shall be used to determine and govern the amount which County shall pay Contractor for services provided under this contract. The provision of this Section are self-executing upon such notification of the change in rates.

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

PLUMAS COUNTY
CLERK OF THE BOARD OF SUPERVISORS
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Heidi White, Clerk of the Board**
MEETING DATE:	**June 6, 2023**
SUBJECT:	**Approve the Meeting Minutes for all meetings held in May of 2023, as submitted.**

Recommendation:
Approve the attached Board of Supervisors Meeting Minutes for the month of May 2023 as submitted.

Background and Discussion:
N/A

Action:

The Clerk of the Board respectfully requests that the Board of Supervisors approve the attached Board of Supervisors Meeting Minutes for the month of May 2023, as submitted.

Fiscal Impact:

N/A

Attachments:
1. Meeting Minutes 05-02-2023
2. Meeting Minutes 05-09-2023
3. Meeting Minutes 05-16-2023

Board of Supervisors

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

MEETING MINUTES

ADJOURNED REGULAR MEETING OF THE BOARD OF SUPERVISORS COUNTY OF PLUMAS, STATE OF CALIFORNIA HELD IN QUINCY ON MAY 2, 2023

STANDING ORDERS

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

CALL TO ORDER

Roll Call.
Present: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood

PLEDGE OF ALLEGIANCE

Gretchen Stuhr led the Pledge of Allegiance.

ADDITIONS TO OR DELETIONS FROM THE AGENDA

County Counsel Gretchen Stuhr asked to remove Item 7.E. as she has not received an update.
Planning Director Tracey Ferguson requested that Item 1.A.1. be rescheduled.

Public Comment:
A member of the audience stood and requested that the Agenda Review committee (committee members include the Board Chair, the Board Vice Chair, the CAO, County Counsel, the HR Director, the Auditor Controller, and the Clerk of the Board) stop having these review meetings unless they are properly posted and the public is allowed to attend.

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.

Pastor George Tarleton provided a brief Prayer for the County.
A member of the audience informed the Board of Supervisors about information regarding the "digital dollar".
Dewitt Henderson provided public comment regarding when the removal of snow to open the roads to Bucks Lake will be addressed.
A member of the audience provided public comment regarding the opening of roads.
A member of the audience provided comments regarding the lack of affordable green waste disposal sites for residents of the county.
A member of the audience provided comments regarding his suggestions for the chipping of green waste and disposal sites in each district of the county.

DEPARTMENT HEAD ANNOUNCEMENTS/REPORTS

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

There were no Department Head announcements.

ACTION AGENDA

1. UPDATES AND REPORTS

A. DISASTER RECOVERY OPERATIONS

No disaster operation updates provided.

1) Community Development Block Grant Disaster Recovery (CDBG-DR) for Plumas County, Presentation by Clay Kerchof and Maziar Movassaghi, California Department of Housing & Community Development (HCD)

This item will be rescheduled per the Planning Director Tracey Ferguson.

B. DIXIE FIRE COLLABORATIVE

Report, update, and discussion on Dixie Fire Collaborative efforts

There were no members of the Dixie Fire Collaborative present for a report.

C. **MUNIS HR/PAYROLL MODULE UPDATE**

Report, and update, on Pentamation, Tyler/ Munis software migration and efforts.

Greg Ellingson provided an update for the IT side of the Munis HR/ Payroll Module Update. Other key departments involved in the migration were not present.

2. CONSENT AGENDA

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

Motion: Approve the following consent matters, as amended to exclude Item 2.K.1 Plumas Arts, **Action:** Approve, **Moved by** Supervisor - District 3 McGowan, **Seconded by** Supervisor - District 2 Goss.
Vote: Motion carried by unanimous roll call vote (**summary:** Yes = 4).
Yes: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood.

A. AGRICULTURAL / WEIGHTS & MEASURES

1) Approve and authorize the Agricultural Commissioner to recruit and fill 2 Extra Help positions to perform Noxious Weed Control, Insect Pest Detection, and Agricultural technician duties with exemption to a 30 day and 29-hour work week limit. The maximum hours for these positions would not surpass the 1,560-hour cap for the year 2023 set under the Affordable Care Act (ACA).

B. ASSESSORS OFFICE

1) Approve and authorize the County Assessor to recruit, and fill funded and allocated; 1.0 FTE Property Tax Assessment Technician OR Property Tax Assessment Specialist I/II.

C. AUDITOR CONTROLLER

1) Approve and authorize the Auditor/Controller to recruit and fill, funded and allocated; 1.0 FTE Accountant Auditor I/II

D. BEHAVIORAL HEALTH

1) Approve and authorize the Chair to ratify and sign an Agreement between Plumas County Behavioral Health and Prentice Long Professional Corporation to create and implement a plan for the Community Assistance, Recovery, and Empowerment Court, and to implement a Mobile Crisis Unit; effective February 1, 2023; not to exceed $150,000.00 over a three year term; approved to form by County Counsel.

E. BOARD OF SUPERVISORS

1) Approve and authorize the chair to sign a letter to the Department of Transportation (Caltrans) for an encroachment permit for the 76th Annual Plumas - Sierra County Fair Parade Event, to be held on Saturday, July 29, 2023 from 10:00 AM to noon, in Quincy, CA

F. CLERK OF THE BOARD

1) Approve Meeting Minutes for April 2023 as submitted.

G. COUNTY CLERK RECORDER - REGISTRAR

1) Approve and authorize the County Clerk-Recorder to recruit and fill funded and allocated 1.0 FTE Deputy Clerk-Recorder I/II; vacancy due to resignation.

H. FACILITY SERVICES

1) Approve and authorize the Board Chair to ratify and sign an Agreement between Facility Services and Smith Power Products, Inc. for inspection, maintenance, and repair of Plumas County's emergency generator systems; effective May 1, 2023; not to exceed $25,000.00; approved as to Form by County Counsel.
2) Approve and authorize the Director of Facility Services & Airports to waive the rental fee for Chester Little League's use of the baseball field at Chester Park for the upcoming season.

I. PUBLIC WORKS

1) Approve and authorize the Director of Public Works to recruit and fill extra-help positions for summer workers throughout its maintenance districts.
2) Approve and authorize the Director of Public Works/Road Department to recruit and fill, funded and allocated; 1.0 FTE PW Power Equipment Mechanic I/II position in the Quincy Maintenance Shop; vacancy due to retirement.

J. PLANNING

1) Approve the budget transfer in the amount of one-thousand dollars ($1,000) from the Planning Department (20490) Publications/Legal Notices (527300) to Geographic Information Systems (GIS) Department (20510) Office Expense (521800); reviewed and approved by Auditor - Controller.

K. PLUMAS ARTS

1) Adopt **RESOLUTION** authorizing Plumas Arts to serve as the Plumas County representative in the California Art Council's (CAC) statewide network for our State-Local Partnership (SLP) program grant application. This Resolution is required annually or biennially on the SLP grant funding Cycle.

Motion: Adopt **RESOLUTION No. 23-2725** authorizing Plumas Arts to serve as the Plumas County representative in the California Art Council's (CAC) statewide network for our State-Local Partnership (SLP) program grant application. This Resolution is required annually or biennially on the SLP grant funding Cycle.
Action: Approve, **Moved by** Supervisor - District 2 Goss, **Seconded by** Supervisor - District 3 McGowan.
Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 4).
Yes: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood.

3. SPECIAL DISTRICTS GOVERNED BY BOARD OF SUPERVISORS

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

A. CONVENE AS THE BECKWOURTH COUNTY SERVICE AREA GOVERNING BOARD

1) Approve and authorize the Chair to sign a purchase order for a new pump and controller totaling $17,359.26 with Rockwell Engineering & Eq. Co., Inc. for Sewer Lift Station Pump; and authorize the Chair to sign an Agreement between Plumas County Public Works and Jet Plumbing for the installation; installation agreement not to exceed $56,150.00; approved as to form by County Counsel; discussion, direction and possible action.

Motion: Approve and authorize the Chair to sign a purchase order for a new pump and controller totaling $17,359.26 with Rockwell Engineering & Eq. Co., Inc. for Sewer Lift Station Pump; and authorize the Chair to sign an Agreement between Plumas County Public Works and Jet Plumbing for the installation; installation agreement not to exceed $56,150.00.
Action: Approve, **Moved by** Supervisor - District 2 Goss, **Seconded by** Supervisor - District 4 Hagwood.
Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 4).
Yes: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood.

B. ADJOURN AS THE BECKWOURTH COUNTY SERVICE AREA GOVERNING BOARD AND RECONVENE AS THE BOARD OF SUPERVISORS.

4. DEPARTMENTAL MATTERS

A. FACILITY SERVICES - JD Moore

1) Approve and authorize a supplemental budget transfer of $53,045.68 from the General Fund for (20120 / 521334) OHV Trail Grant management in partnership with Sierra Buttes Trail Stewardship; reviewed and approved by Plumas County Auditor/Controller, general fund impact is refundable by California OHV Grant funding; discussion and possible action.
Four/ fifths roll call vote

Motion: Approve and authorize a supplemental budget transfer of $53,045.68 from the General Fund for (20120 / 521334) OHV Trail Grant management in partnership with Sierra Buttes Trail Stewardship; reviewed and approved by Plumas County Auditor/Controller, general fund impact is refundable by California OHV Grant funding
Action: Approve, **Moved by** Supervisor - District 2 Goss, **Seconded by** Supervisor - District 3 McGowan.
Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 4).
Yes: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood.

2) Approve and authorize the Chair to sign Supplemental Services Agreement No. 11 between Plumas County and Brandley Engineering, for engineering services for the Runway 8-26 Joint Reseal project at Nervino Airport. Agreement not to exceed Sixty Five Thousand Five Hundred dollars and 00/100 ($65,500.00) (County responsibility is 5.5% at $3,602.50); approved as to form by County Counsel; discussion and possible action.

Motion: Approve and authorize the Chair to sign Supplemental Services Agreement No. 11 between Plumas County and Brandley Engineering, for engineering services for the Runway 8-26 Joint Reseal project at Nervino Airport. Agreement not to exceed Sixty Five Thousand Five Hundred dollars and 00/100 ($65,500.00) (County responsibility is 5.5% at $3,602.50).
Action: Approve, **Moved by** Supervisor - District 3 McGowan, **Seconded by** Supervisor - District 4 Hagwood.
Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 4).
Yes: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood.

3) Approve and authorize the Chair to sign Supplemental Services Agreement No. 12 between Plumas County and Brandley Engineering, for engineering services for the Runway 16-34 Joint Reseal project at Rogers Field. Agreement not to exceed Eighty Eight Thousand dollars and 00/100 ($88,000.00), (County responsibility is 5.5% at $4,840.00); approved as to form by County Counsel; discussion and possible action.

Motion: Approve and authorize the Chair to sign Supplemental Services Agreement No. 12 between Plumas County and Brandley Engineering, for engineering services for the Runway 16-34 Joint Reseal project at Rogers Field. Agreement not to exceed Eighty Eight Thousand dollars and 00/100 ($88,000.00), (County responsibility is 5.5% at $4,840.00).
Action: Approve, **Moved by** Supervisor - District 3 McGowan, **Seconded by** Supervisor - District 2 Goss.
Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 4).
Yes: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood.

4) Approve and authorize the Board Chair to sign Supplemental Services Agreement No. 13 between Plumas County and Brandley Engineering, for engineering services required for the design of the New Beacon Tower and Beacon at Gansner Field. Agreement not to exceed Sixty Four Thousand dollars and 00/100 ($64,000.00); (County responsibility is 5.5% at $3,520.00); approved as to form by County Counsel; discussion and possible action.

Motion: Approve and authorize the Board Chair to sign Supplemental Services Agreement No. 13 between Plumas County and Brandley Engineering, for engineering services required for the design of the New Beacon Tower and Beacon at Gansner Field. Agreement not to exceed Sixty Four Thousand dollars and 00/100 ($64,000.00); (County responsibility is 5.5% at $3,520.00)
Action: Approve, **Moved by** Supervisor - District 4 Hagwood, **Seconded by** Supervisor - District 3 McGowan.
Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 4).
Yes: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood.

5) Approve and authorize the Chair to ratify and sign an amendment to the Agreement Between Facility Services and Bob's Janitorial Services, to provide janitorial services for the Plumas County Sheriff's office; effective May 1, 2023; adding an additional $19,200.00 per annually to the remainder of the existing contract; total contract not to exceed $221,410.20 annually; discussion and possible action.

Motion: Approve and authorize the Chair to ratify and sign an amendment to the Agreement Between Facility Services and Bob's Janitorial Services, to provide janitorial services for the Plumas County Sheriff's office; effective May 1, 2023; adding an additional $19,200.00 per annually to the remainder of the existing contract; total contract not to exceed $221,410.20 annually.
Action: Approve, **Moved by** Supervisor - District 2 Goss, **Seconded by** Supervisor - District 3 McGowan.
Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 4).
Yes: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood.

B. PLUMAS COUNTY LIBRARY - Lindsay Fuchs

1) Authorize supplemental budget transfer to 20670/46230 for $1,000.00, supplemental expenditure account 20670 / 524510 Books; discussion and possible action.

Motion: Authorize supplemental budget transfer to 20670/46230 for $1,000.00, supplemental expenditure account 20670 / 524510 Books; **Action:** Approve, **Moved by** Supervisor - District 3 McGowan, **Seconded by** Supervisor - District 2 Goss.
Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 4).
Yes: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood.

C. PUBLIC HEALTH AGENCY - Dana Loomis

1) Adopt a **RESOLUTION** approving the execution of a vendor transportation agreement between Public Health Agency and Blue Cross of California Partnership Plan and Affiliates, Anthem, for the provision of vehicle transportation services to Anthem members, and appoint the Director of Public Health as the authorized representative for the Plumas County Board of Supervisors in regard to this contract; approved as to form by County Counsel; discussion and possible action. **Roll call vote**

Motion: Adopt **RESOLUTION No. 23-8786** approving the execution of a vendor transportation agreement between Public Health Agency and Blue Cross of California Partnership Plan and Affiliates, Anthem, for the provision of vehicle transportation services to Anthem members, and appoint the Director of Public Health as the authorized representative for the Plumas County Board of Supervisors in regard to this contract.
Action: Approve, **Moved by** Supervisor - District 2 Goss, **Seconded by** Supervisor - District 4 Hagwood.
Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 4).
Yes: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood.

2) Adopt and ratify a **RESOLUTION** to approve and accept a Grant From the California Department of Public Health Immunization Branch for funding the Vaccines For Children (VFC) program from July 1, 2022 - June 30, 2027 in the Amount of $1,182,228.32, and appoint the Director of Public Health as the authorized representative for the Plumas County Board of Supervisors in regard to this contract; approved as to form by County Counsel; discussion and possible action. **Roll call vote**

Motion: Adopt and ratify a **RESOLUTION No. 23-8787** to approve and accept a Grant From the California Department of Public Health Immunization Branch for funding the Vaccines For Children (VFC) program from July 1, 2022 - June 30, 2027 in the Amount of $1,182,228.32, and appoint the Director of Public Health as the authorized representative for the Plumas County Board of Supervisors in regard to this contract; **Action:** Approve, **Moved by** Supervisor - District 2 Goss, **Seconded by** Supervisor - District 3 McGowan.
Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 4).
Yes: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood.

D. SHERIFF'S OFFICE - Todd Johns

1) Approve fixed asset budget transfers as follows: $40.00 from the Sheriff's office expense account (521800), and $11,674.00 from the Sheriff's Communication Equipment account (542200) from the Homeland Security Budget into the following accounts - $665.00 into the Software Fee account (520411), $11,049.00 into the Communication Equipment account for Homeland Security Services and Supplies; discussion and possible action. **Roll call vote**

Motion: Approve fixed asset budget transfers as follows: $40.00 from the Sheriff's office expense account (521800), and $11,674.00 from the Sheriff's Communication Equipment account (542200) from the Homeland Security Budget into the following accounts - $665.00 into the Software Fee account (520411), $11,049.00 into the Communication Equipment account for Homeland Security Services and Supplies;
Action: Approve, **Moved by** Supervisor - District 2 Goss, **Seconded by** Supervisor - District 3 McGowan.
Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 4).
Yes: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood.

2) Approve and authorize the Chair to sign a request for consent to assignment of contract between Contract Pharmacy Services, Inc. and Plumas County Sheriff's Office pursuant to section 13 of the contract dated July 1, 2022; approved as to form by County Counsel; discussion and possible action.

Motion: Approve and authorize the Chair to sign a request for consent to assignment of contract between Contract Pharmacy Services, Inc. and Plumas County Sheriff's Office pursuant to section 13 of the contract dated July 1, 2022.
Action: Approve, **Moved by** Supervisor - District 4 Hagwood, **Seconded by** Supervisor - District 2 Goss.
Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 4).
Yes: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood.

3) Approve and authorize a fixed asset purchase from Tufflift LLC, for a truck bed for a new Search and Rescue truck; not to exceed $21,455.36 through Title III funds; discussion and possible action. **Roll call vote**

Motion: Approve and authorize a fixed asset purchase from Tufflift LLC, for a truck bed for a new Search and Rescue truck; not to exceed $21,455.36 through Title III funds.
Action: Approve, **Moved by** Supervisor - District 3 McGowan, **Seconded by** Supervisor - District 2 Goss.
Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 4).
Yes: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood.

E. PROBATION - Keevin Allred

1) Approve and authorize a mid-cycle advance for the Alternative Sentencing Program to continue funding for two Transitional Sober Living Environments in Fiscal Year 2023-2024, effective June 30, 2023; amount not to exceed $65,000.00 State grant funding ; discussion and possible action.

Motion: Approve and authorize a mid-cycle advance for the Alternative Sentencing Program to continue funding for two Transitional Sober Living Environments in Fiscal Year 2023-2024, effective June 30, 2023; amount not to exceed $65,000.00 State grant funding.
Action: Approve, **Moved by** Supervisor - District 3 McGowan, **Seconded by** Supervisor - District 2 Goss.
Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 4).
Yes: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood.

F. PLANNING - Tracey Ferguson

1) **CONTINUED PUBLIC HEARING:**
Adopt an **ORDINANCE**, of the County of Plumas, State of California, first introduced on April 18, 2023, amending Plumas County Code Title 9 Planning and Zoning, Chapter 2 Zoning, Article 4 General Requirements, Sec. 9-2.405 – Camping; and Article 13 – Single-Family Residential Zones (2-R, 3-R, 7-R), Sec. 9-2.1301 – Purpose (2-R, 3-R, 7-R); and Article 2 Definitions, adding Sec. 9-2.273.5 - “Prime Opportunity Areas”; approved as to form by County Counsel; discussion and possible action. **Roll call vote**

Senior Planner, Tim Evans provided the Board with an overview and the Planning department Recommendation.
Chair Ceresola opened the Public Hearing, opening the floor to Public Comment.
- Tina Morrie commented in opposition to the proposed Ordinance
- Deborah Bress provided public comment in opposition to the proposed Ordinance.
-Board discussion followed with regard to the Sierra Music Festival and the Camping ordinance
The Chair closed the public hearing and brought the matter back to the Board.

Motion: Continue Public Hearing to May 9, 2023 : Adopt an ORDINANCE, of the County of Plumas, State of California, first introduced on April 18, 2023, amending Plumas County Code Title 9 Planning and Zoning, Chapter 2 Zoning, Article 4 General Requirements, Sec. 9-2.405 – Camping; and Article 13 – Single-Family Residential Zones (2-R, 3-R, 7-R), Sec. 9-2.1301 – Purpose (2-R, 3-R, 7-R); and Article 2 Definitions, adding Sec. 9-2.273.5 - "Prime Opportunity Areas";
Action: Approve, **Moved by** Supervisor - District 2 Goss, **Seconded by** Supervisor - District 3 McGowan.
Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 4).
Yes: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood.

G. HUMAN RESOURCES - Nancy Selvage

1) Adopt a **RESOLUTION** adopting a new Plumas County Office of Emergency Services (OES) Manager Job Classification and base wage of $27.50 an hour; and authorize the Director of Human Resources to recruit and fill for this position under the Director of Risk Management; discussion and possible action. **Roll call vote**

Motion: Adopt **RESOLUTION No. 23-8788** adopting a new Plumas County Office of Emergency Services (OES) Manager Job Classification and base wage of $27.50 an hour; and authorize the Director of Human Resources to recruit and fill for this position under the Director of Risk Management.
Action: Approve, **Moved by** Supervisor - District 3 McGowan, **Seconded by** Supervisor - District 4 Hagwood.
Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 4).
Yes: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood.

2) Adopt a **RESOLUTION** for three (3) new job descriptions for the Public Health Department,under the new grant monies received to fund these positions:
adopting new Public Health Emergency Preparedness Coordinator Job Description base wage of $26.32 an hour; adopting new Epidemiologist Job Description base wage of $35.00 an hour; and adopting a new Public Health Data Base Analyst Job Description base wage of $26.79 an hour; and authorize the Director of Human Resources to recruit and fill these 3 new positions; Resolution has been approved as to form by County Counsel for grant funded limited term positions; No impact on the general fund; discussion and possible action. **Roll call vote**

Motion: Adopt a **RESOLUTION No. 23-8789** for three (3) new job descriptions for the Public Health Department, under the new grant monies received to fund these positions: adopting new Public Health Emergency Preparedness Coordinator Job Description base wage of $26.32 an hour; adopting new Epidemiologist Job Description base wage of $35.00 an hour; and adopting a new Public Health Data Base Analyst Job Description base wage of $26.79 an hour; and authorize the Director of Human Resources to recruit and fill these 3 new positions; Resolution has been approved as to form by County Counsel for grant funded limited term positions; No impact on the general fund.
Action: Approve, **Moved by** Supervisor - District 3 McGowan, **Seconded by** Supervisor - District 2 Goss.
Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 4).
Yes: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood.

5. COUNTY ADMINISTRATIVE OFFICE - DEBRA LUCERO

A. County Administrative Officer's Report for April 2023

County Administrative Officer Debra Lucero briefly reported on the Broadband meeting held in Chico on Thursday 04-27-2023.

B. Approve and Authorize the following supplemental budget transfers related to ARPA Funding: $6,000 from CAO ARPA account 2003048/48021 into CAO account 2003052/524400 for Special Department Expense; $25,000 from CAO ARPA account 2003048/48021 into CAO account 2003052/521900 for Professional Services; $5,000 from CAO ARPA account 2003048/48021 into CAO account 2003052/521800 for Office Expense; for a total of $36,000; discussion and possible action. **Four/fifths roll call vote**

Motion: Approve and Authorize the following supplemental budget transfers related to ARPA Funding: $6,000 from CAO ARPA account 2003048/48021 into CAO account 2003052/524400 for Special Department Expense; $25,000 from CAO ARPA account 2003048/48021 into CAO account 2003052/521900 for Professional Services; $5,000 from CAO ARPA account 2003048/48021 into CAO account 2003052/521800 for Office Expense; for a total of $36,000.
Action: Approve, **Moved by** Supervisor - District 2 Goss, **Seconded by** Supervisor - District 4 Hagwood.
Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 4).
Yes: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood.

C. Approve and Authorize the following supplemental budget transfers for expenses as approved by the Board of Supervisors on January 03, 2023: $10,000 from LATCF account 8002648/58000 into HR account 2003552/521800 for Office Expense; discussion and possible action. **Four/fifths roll call vote**

Motion: Approve and Authorize the following supplemental budget transfers for expenses as approved by the Board of Supervisors on January 03, 2023: $10,000 from LATCF account 8002648/58000 into HR account 2003552/521800 for Office Expense.
Action: Approve, **Moved by** Supervisor - District 4 Hagwood, **Seconded by** Supervisor - District 3 McGowan.
Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 4).
Yes: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood.

D. Receive an update from CAO's Office on the American Rescue Plan Act Annual Report; discussion only.

Zachary Gately provided a brief report on the American Rescue Plan Act Annual Report.

E. Approve and authorize the Chair and CSAC Board of Supervisors Representative, Tom McGowan, to sign Plumas County Comment letter regarding County Priorities for MHSA Modernization; discussion and possible action.

Motion: Approve and authorize the Chair and CSAC Board of Supervisors Representative, Tom McGowan, to sign Plumas County Comment letter regarding County Priorities for MHSA Modernization.
Action: Approve, **Moved by** Supervisor - District 2 Goss, **Seconded by** Supervisor - District 4 Hagwood.
Vote: Motion Passed by split vote (**summary:** Yes = 4 No = 0).
Yes: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood.
No: None.

6. BOARD OF SUPERVISORS

A. Review, pursuant to Government Code section 8630, RESOLUTION No. 2023-8767 ratifying the Proclamation of County-Wide Local Emergency due to the Plumas County Blizzard & Storm Events; discussion and possible action and recommendation to continue the emergency and bring it back within 60 days, on June 20, 2023; discussion and possible action.

Motion: Ratify Resolution No 2023-8767, Pursuant to Government Code section 8630, the Proclamation of County-Wide Local Emergency due to the Plumas County Blizzard & Storm Events; and recommend the continuance of the emergency and bring it back within 60 days, on June 20, 2023.
Action: Approve, **Moved by** Supervisor - District 2 Goss, **Seconded by** Supervisor - District 4 Hagwood.
Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 4).
Yes: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood.

B. APPOINTMENTS

1) Appoint Gary Parquay and James Wilson to the Feather River Resource Conservation District Board of Directors for a term of 4 years as recommended; discussion and possible action.

Motion: Appoint Gary Parquay and James Wilson to the Feather River Resource Conservation District Board of Directors for a term of 4 years as recommended.
Action: Approve, **Moved by** Supervisor - District 2 Goss, **Seconded by** Supervisor - District 4 Hagwood.
Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 4).
Yes: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood.

C. CORRESPONDENCE

Supervisor Goss received correspondence regarding the special meeting held in Greenville.

Supervisor Hagwood received correspondence regarding ferill cats and dogs, and how to best address opening the roads in our community.

Supervisor McGowan received correspondence regarding the proposed camping ordinance. He also received correspondence regarding recently published Plumas News articles, and the Board's decorum.

Supervisor Ceresola received correspondence regarding the Greenville meeting, correspondence regarding the road conditions/ plans for repair in Chester; Correspondence regarding concessionaires for Antelope, Davis, Frenchman's and other County Campgrounds. Ongoing correspondence with District Department of Forestry Rangers.

D. INFORMATIONAL ANNOUNCEMENTS

Weekly report by Board members of meetings attended, key topics, project updates, standing committees and appointed Boards and Associations

Chair Ceresola read a letter addressing ongoing criticism of the Plumas County Board of Supervisors - **View Full Letter Here**

Reported by Supervisor Goss regarding matters related to County Government and had no additional items to report.

Reported by Supervisor Hagwood regarding matters related to the County Government and included reporting on the positive feedback received regarding the Special Meeting/ Workshop and walking tour held in Greenville.

Reported by Supervisor McGowan regarding matters related to County Government and included reporting on the feedback received from the Greenville Meeting, and the matters discussed at the NorTec meeting he participated in.

Reported by Supervisor Ceresola regarding matters related to County Government and included reporting on matters discussed at the First 5 meeting, the Sierra Air Quality Meeting, the Sierra Groundwater District Meeting that he attended, and a meeting held with the Tim in the Planning Department regarding the upcoming Fire season in relation to the Chester and Beckwourth Airports.

7. CLOSED SESSION

ANNOUNCE ITEMS TO BE DISCUSSED IN CLOSED SESSION

A. Public Employee Employment, Appointment, Recruitment, Performance Evaluations, Including Goals, Pursuant to Government Code Section 54957:
   1. Agricultural Commissioner
   2. Behavioral Health Director
   3. Building Services Director
   4. Chief Probation Officer
   5. Child Support Services Director
   6. County Administrative Officer
   7. County Counsel
   8. Environmental Health Director
   9. Facility Services Director
   10. Fair Manager
   11. Human Resources Director
   12. Information Technology Director
   13. Library Director
   14. Museum Director
   15. Planning Director
   16. Public Health Director
   17. Public Works Director
   18. Risk & Safety Manager
   19. Social Services Director

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: Initiating litigation pursuant to Subdivision (c) of Government Code Section 54956.9

D. Conference with Legal Counsel: Significant exposure to litigation pursuant to Subdivision (d)(2) of Government Code Section 54956.9(e)(1), 2 Cases

E. Conference with Legal Counsel: Existing litigation pursuant to Subdivision (d)(1) of Government Code §54956.9 – Forest Service Employees for Environmental Ethics v. United States Forest Service, United States District Court for the District of Montana, Missoula Division, Case. No. 9:22-CV-168-DLC

F. Conference with Legal Counsel: Claim against the County filed by Abigale Nashlund on April 8, 2023.

REPORT OF ACTION IN CLOSED SESSION (IF APPLICABLE)

Chair Ceresola reported that the Board approved Item 7.F. Claim against the County filed by Abigale Nashlund on April 8, 2023, and there was no other reportable action taken in the closed session.

8. ADJOURNMENT

Adjourn meeting to Tuesday, May 9, 2023, Board of Supervisors Room 308, Courthouse, Quincy, California

Board of Supervisors

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

MEETING MINUTES

ADJOURNED REGULAR MEETING OF THE BOARD OF SUPERVISORS COUNTY OF PLUMAS, STATE OF CALIFORNIA HELD IN QUINCY ON MAY 9, 2023

STANDING ORDERS

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

CALL TO ORDER

Roll Call.
Present: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood

PLEDGE OF ALLEGIANCE

Dwight Ceresola led the Pledge of Allegiance.

ADDITIONS TO OR DELETIONS FROM THE AGENDA

None Heard

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.

Pastor George Tarleton provided a brief prayer for the County and the Board of Supervisors.
Josh Hart, provided his opinion for select actions taken by the Board of Supervisors.
John Brough spoke regarding his concerns for ongoing public safety matters and requested that the Board provide regular updates.

DEPARTMENT HEAD ANNOUNCEMENTS/REPORTS

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

Sheriff Todd Johns recognized his deputies for their service and tireless work efforts. Additionally, the Sheriff spoke in response to the Board of Supervisors letter read at the regularly scheduled Board Meeting on 05/03/2023.
Interim Director of Behavioral Health, Sharon Sousa spoke, recognizing that May is Mental Health Awareness Month.
District Attorney David Hollister provided his support to Sheriff Todd Johns' earlier comments regarding the letter that was read by the Chair at the regularly scheduled Board Meeting on 05/03/2023.

ACTION AGENDA

1. UPDATES AND REPORTS

A. DISASTER RECOVERY OPERATIONS - Clay Kerchof and Maziar Movassaghi

1) Community Development Block Grant Disaster Recovery (CDBG-DR) for Plumas County, Presentation by Clay Kerchof and Maziar Movassaghi, California Department of Housing & Community Development (HCD)

B. DIXIE FIRE COLLABORATIVE

Report, update, and discussion on Dixie Fire Collaborative efforts

No members of the Dixie Fire Collaborative were present in Chambers or via Zoom.

C. **PLUMAS COUNTY FIRE SAFE COUNCIL** - Tommy Brenzovich

Update and information regarding some of the programs we offer to help with wildfire risk mitigation.

D. 2022-2023 COOPERATIVE EXTENSION ANNUAL UPDATE - David Lile

2. CONSENT AGENDA

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

Motion: Approve the following consent matters, as submitted, **Action:** Approve, **Moved by** Supervisor - District 2 Goss, **Seconded by** Supervisor - District 4 Hagwood.
Vote: Motion carried by unanimous roll call vote (**summary:** Yes = 4).
Yes: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood.

A. BEHAVIORAL HEALTH

1) Approve and authorize the Chair to sign Amendment Four to the Memorandum of Understanding (MOU) between Plumas County Behavioral Health and California Health & Wellness, extending the MOU date from June 30, 2023 to the ending date of December 31, 2023; approved as to form by County Counsel.

B. FACILITY SERVICES

1) Approve and authorize the Chair to sign an Agreement between Facility Services and Nevada Chiller & Boiler for preventative maintenance inspections, repairs, and emergency repairs; not to exceed $12,000.00; approved as to form by County Counsel.

C. PUBLIC WORKS

1) Adopt a **RESOLUTION** authorizing the Department of Public Works to accept Amendment One to the land-use Agreement with the California State Parks and Recreation Department approved in July, 2020 providing funding from the Over-the Snow Grant Program for snow plowing and sanding services from County Roads to State Over-Snow trailheads; approved as to form by County Counsel.

   Motion: Adopt **RESOLUTION No. 23-8790** authorizing the Department of Public Works to accept Amendment One to the land-use Agreement with the California State Parks and Recreation Department approved in July, 2020 providing funding from the Over-the Snow Grant Program for snow plowing and sanding services from County Roads to State Over-Snow trailheads; approved as to form by County Counsel., **Action:** Approve, **Moved by** Supervisor - District 2 Goss, **Seconded by** Supervisor - District 4 Hagwood.
   Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 4).
   Yes: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood..

D. SHERIFF

1) Approve and authorize the Chair to sign the First Amendment to the Site License Agreement between Plumas County Office of Emergency Services and Insite Wireless Group, LLC., capturing the changes of the successor-in-interest to the agreement, (the "Tenant"), (collectively, the Parties"); approved as to form by County Counsel.

E. TREASURER - TAX COLLECTOR

1) Approve and authorize the Chair to ratify and sign an Agreement between Plumas County Treasurer-Tax Collector and KNN Public Finance (KNN) for On-Call Municipal Finance Services; effective April 1, 2023; not to exceed $4,000.00; approved as to form by County Counsel.

F. BOARD OF SUPERVISORS

1) Approve and authorize the chair to sign a letter to the Department of Transportation (Caltrans) for an encroachment permit for the Annual Graeagle Independence Day Parade Event, to be held on Sunday, July 2, 2023 from 1:00 PM to approximately 2:30 PM, in Graeagle, CA

3. PRESENTATION

A. **Friends of Plumas County Animals** - Presentation by Rose Buzzetta

Discussion and public comment followed Rose Buzzetta's presentation.

4. DEPARTMENTAL MATTERS

A. AGRICULTURE/ WEIGHTS & MEASURES - Willo Vieira

1) Approve and authorize the Agricultural Commissioner to purchase one 2023 Subaru Forester from Elk Grove Auto as per State of California contract # 1-22-23-23E, pursuant to the provisions, County of Plumas purchasing policy section 3-1 (e) (3) and grant an exception to the competitive bid process; not to exceed $50,000.00; approved as to form by County Counsel; discussion and possible action.

Motion: Approve and authorize the Agricultural Commissioner to purchase one 2023 Subaru Forester from Elk Grove Auto as per State of California contract # 1-22-23-23E, pursuant to the provisions, County of Plumas purchasing policy section 3-1 (e) (3) and grant an exception to the competitive bid process; not to exceed $50,000.00.
Action: Approve, **Moved by** Supervisor - District 4 Hagwood, **Seconded by** Supervisor - District 3 McGowan.
Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 4).
Yes: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood.

B. DISTRICT ATTORNEY'S OFFICE - David Hollister

1) Approve and authorize the District Attorney to schedule an employee's workweek into four ten-hour days, pursuant to the Plumas County Personnel Rules and clarifications, upon Board authorization, and with the agreement of affected employees. Employees to work a four-day work week as listed below, and if authorized, this list will be provided to the Auditor and Human Resources; discussion and possible action.

Motion: Approve and authorize the District Attorney to schedule an employee's workweek into four ten-hour days, pursuant to the Plumas County Personnel Rules and clarifications, upon Board authorization, and with the agreement of affected employees. Employees to work a four-day work week as listed below, and if authorized, this list will be provided to the Auditor and Human Resources.
Action: Approve, **Moved by** Supervisor - District 3 McGowan, **Seconded by** Supervisor - District 4 Hagwood.
Vote: Motion by unanimous roll call vote (**summary:** Yes = 4).
Yes: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood.

C. FACILITY SERVICES & AIRPORTS -

1) Approve and authorize the Chair to sign an agreement between Plumas County Facility Services and Silver State Elevator Company for emergency repair of the Elevator at the Permit Center, not to exceed $46,332.97 (General Fund Impact); approved as to form by County Counsel; discussion and possible action**. Four/ fifths roll call vote**

Motion: Approve and authorize the Chair to sign an agreement between Plumas County Facility Services and Silver State Elevator Company for emergency repair of the Elevator at the Permit Center, not to exceed $46,332.97 (General Fund Impact).
Action: Approve, **Moved by** Supervisor - District 3 McGowan, **Seconded by** Supervisor - District 4 Hagwood.
Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 4).
Yes: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood.

D. PUBLIC HEALTH - Dana Loomis

1) Presentation of the Plumas County Public Health's 2022 Annual Report

Following Dr. Dana Loomis's Presentation the floor was open to questions by the Board and the public.

E. SHERIFF - Todd Johns

1) Approve and authorize fixed asset budget transfer in the amount of $27,227.00 for department #70350 - Boating Safety & Enforcement from Vehicle fixed asset account #541500 to Equipment fixed asset account #542600; discussion and possible action. **Four/fifths roll call vote**

Motion: Approve Items 4.E.1. to Approve and authorize fixed asset budget transfer in the amount of $27,227.00 for department #70350 - Boating Safety & Enforcement from Vehicle fixed asset account #541500 to Equipment fixed asset account #542600;and Item 4.E.2.to approve and authorize fixed asset purchase of three (3) multifunctional mapping display/sonar and thermal display units for the Boating Safety & Enforcement patrol boats for a total amount not to exceed $27,227.00 from 70350-542600.
Action: Approve, **Moved by** Supervisor - District 2 Goss, **Seconded by** Supervisor - District 4 Hagwood.
Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 4).
Yes: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood.

2) Approve and authorize fixed asset purchase of three (3) multifunctional mapping display/sonar and thermal display units for the Boating Safety & Enforcement patrol boats for a total amount not to exceed $27,227.00 from 70350-542600; discussion and possible action. **Roll call vote**

Motion: Approve Items 4.E.1. to Approve and authorize fixed asset budget transfer in the amount of $27,227.00 for department #70350 - Boating Safety & Enforcement from Vehicle fixed asset account #541500 to Equipment fixed asset account #542600;and Item 4.E.2.to approve and authorize fixed asset purchase of three (3) multifunctional mapping display/sonar and thermal display units for the Boating Safety & Enforcement patrol boats for a total amount not to exceed $27,227.00 from 70350-542600.
Action: Approve, **Moved by** Supervisor - District 2 Goss, **Seconded by** Supervisor - District 4 Hagwood.
Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 4).
Yes: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood.

F. PLANNING DEPARTMENT - Tim Evans

1) **Time Certain 10:00 AM**
Continued Public Hearing:
Adopt an **ORDINANCE**, of the County of Plumas, State of California, first introduced on April 18, 2023, amending Plumas County Code Title 9 Planning and Zoning, Chapter 2 Zoning, Article 4 General Requirements, Sec. 9-2.405 – Camping; and Article 13 – Single-Family Residential Zones (2-R, 3-R, 7-R), Sec. 9-2.1301 – Purpose (2-R, 3-R, 7-R); and Article 2 Definitions, adding Sec. 9-2.273.5 - "Prime Opportunity Areas"; approved as to form by County Counsel; discussion and possible action. **Roll call vote**

Planning Director, Tracey Ferguson provided a brief review / report and recommendation from the Planning Department staff, to Adopt the Ordinance amending Title 9 Planning and Zoning of the Plumas County Code as shown in Attachment 2.
1. The Chair of the Board of Supervisors opened the public hearing and received public comments concerning the Ordinance.

Discussion between members of the public and the Board continued in relation to the possible impacts related to adoption of the Ordinance, and events that involve "camping" use, such as the High Sierra Music Festival.

2. Chair Ceresola closed the public hearing and brought the matter back to the Board for Consideration**.**

Motion: Approve the continuation of a Public Hearing to allow Planning staff time to schedule and meet with the concerned parties to review the concerns and possible impacts of the Ordinance on the High Sierra Music Festival, and continue the public hearing to June 6, 2023.
Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 4).
Yes: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood.

5. BOARD OF SUPERVISORS

A. Review, pursuant to Health and Safety code section 101080, RESOLUTION No. 21-8609 ratifying the Declaration of Local Health Emergency due to the Beckwourth Complex, Dixie, and Fly Fires; discussion and possible action and recommendation to continue the emergency and bring it back within 30 days, on June 5, 2023; discussion and possible action.

Motion: Approve both **Item 5.A.** and review RESOLUTION No. 21-8609 pursuant to Health and Safety code section and ratify the Declaration of Local Health Emergency due to the Beckwourth Complex, Dixie, and Fly Fires; discussion and possible action and recommendation to continue the emergency and bring it back within 30 days, on June 6, 2023; and **Item 5.B.** and review, pursuant to Government Code section 8630, RESOLUTION No. 21-8601 and RESOLUTION No. 21-8605 ratifying the Proclamations of County-Wide Local Emergency due to the Beckwourth Complex, Dixie and Fly Fires; discussion and possible action and recommendation to continue the emergency and bring back within 60 days, on June 20, 2023;
Action: Approve, **Moved by** Supervisor - District 3 McGowan, **Seconded by** Supervisor - District 4 Hagwood.
Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 4).
Yes: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood.

B. Review, pursuant to Government Code section 8630, RESOLUTION No. 21-8601 and RESOLUTION No. 21-8605 ratifying the Proclamations of County-Wide Local Emergency due to the Beckwourth Complex, Dixie and Fly Fires; discussion and possible action and recommendation to continue the emergency and bring back within 60 days, on June 20, 2023; discussion and possible action.

Motion: Approve both **Item 5.A.** and review RESOLUTION No. 21-8609 pursuant to Health and Safety code section and ratify the Declaration of Local Health Emergency due to the Beckwourth Complex, Dixie, and Fly Fires; discussion and possible action and recommendation to continue the emergency and bring it back within 30 days, on June 6, 2023; and **Item 5.B.** and review, pursuant to Government Code section 8630, RESOLUTION No. 21-8601 and RESOLUTION No. 21-8605 ratifying the Proclamations of County-Wide Local Emergency due to the Beckwourth Complex, Dixie and Fly Fires; discussion and possible action and recommendation to continue the emergency and bring back within 60 days, on June 20, 2023;
Action: Approve, **Moved by** Supervisor - District 3 McGowan, **Seconded by** Supervisor - District 4 Hagwood.
Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 4).
Yes: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood.

C. APPOINTMENTS

1) Appoint Rena Moffett to the Indian Valley Recreation and Parks District Board for a term of Four (4) years as recommended; discussion and possible action.

Motion: Approve the following appointments:
Item 5.C.1 to Appoint Rena Moffett to the Indian Valley Recreation and Parks District Board for a term of Four (4) years as recommended;
Item 5.C.2. to Appoint Ruthie Barrett (Family Member) to the Plumas County Behavioral Health Commission Board for a 3 year term as recommended;
Item 5.C.3. to Appoint Richard Short, District 5 representative, and Kathleen Copeland, District 2 representative, to the Plumas County Museum Board of Directors, each for a term of 3 years as recommended;
Action: Approve, **Moved by** Supervisor - District 4 Hagwood, **Seconded by** Supervisor - District 3 McGowan.
Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 4).
Yes: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood.

2) Appoint Ruthie Barrett (Family Member) to the Plumas County Behavioral Health Commission Board for a 3 year term as recommended; discussion and possible action.

Motion: Approve the following appointments:
Item 5.C.1 to Appoint Rena Moffett to the Indian Valley Recreation and Parks District Board for a term of Four (4) years as recommended;
Item 5.C.2. to Appoint Ruthie Barrett (Family Member) to the Plumas County Behavioral Health Commission Board for a 3 year term as recommended;
Item 5.C.3. to Appoint Richard Short, District 5 representative, and Kathleen Copeland, District 2 representative, to the Plumas County Museum Board of Directors, each for a term of 3 years as recommended;
Action: Approve, **Moved by** Supervisor - District 4 Hagwood, **Seconded by** Supervisor - District 3 McGowan.
Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 4).
Yes: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood.

3) Appoint Richard Short, District 5 representative, and Kathleen Copeland, District 2 representative, to the Plumas County Museum Board of Directors, each for a term of 3 years as recommended; discussion and possible action.

Motion: Approve the following appointments:
Item 5.C.1 to Appoint Rena Moffett to the Indian Valley Recreation and Parks District Board for a term of Four (4) years as recommended;
Item 5.C.2. to Appoint Ruthie Barrett (Family Member) to the Plumas County Behavioral Health Commission Board for a 3 year term as recommended;
Item 5.C.3. to Appoint Richard Short, District 5 representative, and Kathleen Copeland, District 2 representative, to the Plumas County Museum Board of Directors, each for a term of 3 years as recommended;
Action: Approve, **Moved by** Supervisor - District 4 Hagwood, **Seconded by** Supervisor - District 3 McGowan.
Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 4).
Yes: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood.

D. CORRESPONDENCE

Supervisor Hagwood received correspondence regarding issues related to animal control; Prom activities at the Courthouse; and snow plowing the road access to Bucks Lake.

Supervisor McGowan received correspondence regarding sheriff matters; and correspondence regarding the proposed Camping Ordinance.

Supervisor Ceresola received correspondence regarding Sierra Valley Ground Water; air quality due to slash burning; and correspondence regarding green waste.

E. INFORMATIONAL ANNOUNCEMENTS
Weekly report by Board members of meetings attended, key topics, project updates, standing committees and appointed Boards and Associations

Reported by Supervisor McGowan regarding matters related to County Government and included meeting with Roger D. of the Wildwood Facility in Chester, attended a Greenville meeting regarding resiliency and recovery from fire.

Reported by Supervisor Hagwood regarding matters related to County Government and included a meeting with the Sub-Committee of the Museum Association called the Lowry House Project Group; and participated in an in depth conference call with Kevin Kiley's staff relating to matters regarding the US Fire Service and CalFire.

Reported by Supervisor Ceresola regarding matters related to County Government.

6. CLOSED SESSION
ANNOUNCE ITEMS TO BE DISCUSSED IN CLOSED SESSION

A. Public Employee Employment, Appointment, Recruitment, Performance Evaluations, Including Goals, Pursuant to Government Code Section 54957:
1. Agricultural Commissioner
2. Behavioral Health Director
3. Building Services Director
4. Chief Probation Officer
5. Child Support Services Director
6. County Administrative Officer
7. County Counsel
8. Environmental Health Director
9. Facility Services Director
10. Fair Manager
11. Human Resources Director

12. Information Technology Director
13. Library Director
14. Museum Director
15. Planning Director
16. Public Health Director
17. Public Works Director
18. Risk & Safety Manager
19. Social Services Director

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: Initiating litigation pursuant to Subdivision (c) of Government Code Section 54956.9

D. Conference with Legal Counsel: Significant exposure to litigation pursuant to Subdivision (d)(2) of Government Code Section 54956.9

E. Conference with Legal Counsel: Existing litigation pursuant to Subdivision (d)(1) of Government Code §54956.9 – County of Butte, et al v. California Dept. of Water Resources, Third District Court of Appeals, Case No. C071785 (Oroville relicensing)

REPORT OF ACTION IN CLOSED SESSION (IF APPLICABLE)

Chair Ceresola reported that there was no reportable action taken in the closed session.

7. ADJOURNMENT

Adjourn meeting to Tuesday, May 16, 2023, Board of Supervisors Room 308, Courthouse, Quincy, California

Board of Supervisors

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

MEETING MINUTES

ADJOURNED REGULAR MEETING OF THE BOARD OF SUPERVISORS COUNTY OF PLUMAS, STATE OF CALIFORNIA HELD IN QUINCY ON MAY 16, 2023

STANDING ORDERS

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

CALL TO ORDER

Roll Call.
Present: Supervisor - District 5 Engel, Supervisor - District 1 Ceresola, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood

PLEDGE OF ALLEGIANCE

Supervisor Ceresola led the Pledge of Allegiance.

ADDITIONS TO OR DELETIONS FROM THE AGENDA

Due to the absence of 2 Board members, the following items will be moved to the regularly scheduled Board of Supervisors meeting on June 6, 2023:
Item 2.B.1. - County Counsel
Item 3.B.2. - Public Health
Item 3.C.1. - Plumas County Library
Item 3.D.1. - Behavioral Health
Item 4.A. - County Administrative Officer

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.

Pastor George Tarleton offered a brief prayer for the County.

Joe Hoffman, Plumas National Forest District Ranger, Mount Huff Plumas provided the Board with an update on the National Priority Landscape funding the Forest Service has received of 278,000,000.00 for Community Protection Treatment.

Jack Carson provided public comment regarding the recent Board of Supervisors meetings and his concerns.

DEPARTMENT HEAD ANNOUNCEMENTS/REPORTS

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

Sheriff Todd Johns provided a public service announcement regarding the cold and fast running water in the streams and local rivers, and asked that the public use caution near the streams and rivers as they can be dangerous.

Dr. Dana Loomis provided a public service announcement regarding the Federal Government and the World Health Organization's declaring an end to the public health emergency for Covid 19., and the impact that this declaration will have on the community.

Planning Director, Tracey Ferguson provided an update on the County's "Long-Term Recovery Plan". She provided information regarding the public comment period, survey, and public feedback period that will be extended for an additional week. The Director of Planning also updated the Board on the Final Regional Housing Need Determination and the County's Draft. **View Draft**

ACTION AGENDA

1. UPDATES AND REPORTS

A. DIXIE FIRE COLLABORATIVE

Report, update, and discussion on Dixie Fire Collaborative efforts

Clint Koble provided a brief report and extended appreciation to the Board and staff with regards to the small business funding through the American Recovery Plan Act Grant.

B. SIERRA ECONOMIC DEVELOPMENT DISTRICT (SEDD) - Kristin York

Presentation by Kristin York, VP Sierra Business Council
Comprehensive Economic Development Strategy (CEDS) - Update and Next Steps

C. MUNIS HR/PAYROLL MODULE UPDATE

Report and update on Pentamation, Tyler/Munis software migration and efforts.

County Administrative Officer Debra Lucero provided a brief update to the Board on the latest parallel test results and multiple errors found. Following the fixes to the errors, there is another parallel test scheduled to be run today (05-16-2023).

2. CONSENT AGENDA

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

Motion: Approve the following consent matters, with the exclusion of Item 2.B.1. County Counsel, as amended.
Action: Approve, **Moved by** Supervisor - District 3 McGowan, **Seconded by** Supervisor - District 4 Hagwood.
Vote: Motion carried by unanimous vote (**summary:** Yes = 3).
Yes: Supervisor - District 1 Ceresola, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood.

A. FACILITY SERVICES

1) Approve and authorize the Chair to sign a lease Agreement between the County of Plumas and PG&E for a non-exclusive use (as-needed) of the west parking lot at the Chester Memorial Hall for Public Safety Power Shutoff Events (PSPS) at a rate of $150.00/ day; approved as to Form by County Counsel.

B. COUNTY COUNSEL

1) Approve and authorize the Chair to ratify and sign Amendment No. 1 to the agreement between Plumas County and Municipal Resource Group, LLC for additional investigations; increasing compensation by $40,000 for a total amount not to exceed $48,000; effective February 14, 2023; approved as to form by County Counsel

-This Item has been removed from the Consent Agenda and moved to the next regularly scheduled Board of Supervisors Meeting on 06-06-2023, due to the absence of 2 Board members.

C. BEHAVIORAL HEALTH

1) Authorize the Interim Director of Behavioral Health to recruit and fill, funded Information Systems Technology - Extra help position.

D. BOARD OF SUPERVISORS

1) Approve and authorize the Chair to sign a letter to the Department of Transportation (Caltrans) for an encroachment permit for the 41st Annual Christian Encounter Ministries Agony Ride, to be held on July 28-29, 2023, in Sierra Valley.

3. DEPARTMENTAL MATTERS

A. FACILITY SERVICES - JD Moore

1) Approve and authorize the Chair to sign an Agreement between Plumas County Facility Services & Airports and Flight Tech Engineering, LLC; for the design, development and submission of the Rogers Field (O05) Public Instrument Flight Procedure, as well as maintenance costs of approximately $12,800.00 annually, and possible validation costs ranging from $20,000.00 to $30,000.00, if required by the FAA; approved as to form by County Counsel; discussion and possible action

Motion: Approve and authorize the Chair to sign an Agreement between Plumas County Facility Services & Airports and Flight Tech Engineering, LLC; for the design, development and submission of the Rogers Field (O05) Public Instrument Flight Procedure, as well as maintenance costs of approximately $12,800.00 annually, and possible validation costs ranging from $20,000.00 to $30,000.00, if required by the FAA.
Action: Approve, **Moved by** Supervisor - District 4 Hagwood, **Seconded by** Supervisor - District 3 McGowan.
Vote: Motion Passed by unanimous vote (**summary:** Yes = 3).
Yes: Supervisor - District 1 Ceresola, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood.

2) Approve and authorize the Director of Facility Services & Airports to advertise for bids for HVAC system replacement at the Museum.

Motion: Approve and authorize the Director of Facility Services & Airports to advertise for bids for HVAC system replacement at the Museum. **Action:** Approve, **Moved by** Supervisor - District 3 McGowan, **Seconded by** Supervisor - District 4 Hagwood.
Vote: Motion Passed by unanimous vote (**summary:** Yes = 3).
Yes: Supervisor - District 1 Ceresola, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood.

B. PUBLIC HEALTH AGENCY - Dana Loomis

1) Approve and authorize the Chair to sign an Agreement between Plumas County Public Health Agency and Erin Barnes, M.D., to perform duties of a Deputy County Health Officer; effective July 1, 2023; not to exceed $11,250.00, approved as to form by County Counsel; discussion and possible action.

Motion: Approve and authorize the Chair to sign an Agreement between Plumas County Public Health Agency and Erin Barnes, M.D., to perform the duties of a Deputy County Health Officer; effective July 1, 2023; not to exceed $11,250.00.
Action: Approve, **Moved by** Supervisor - District 3 McGowan, **Seconded by** Supervisor - District 4 Hagwood.
Vote: Motion Passed by unanimous vote (**summary:** Yes = 3).
Yes: Supervisor - District 1 Ceresola, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood.

2) Adopt **RESOLUTION** authorizing the Director of Public Health to sign and accept Older Californians Nutrition Program (ONCP) Grant funds in the amount of $85,882.00, and execute ONCP Grant Agreements for Fiscal Year 2023-2024; approved as to form by County Counsel; discussion and possible action. **Roll call vote**

-This matter has been moved to the June 6th, 2023 Board of Supervisors Meeting due to the absence of 2 Board members.

C. PLUMAS COUNTY LIBRARY - Lindsay Fuchs

1) Adopt **RESOLUTION** of the County Librarian authorizing the grant application, acceptance, and execution of the grant funds from the State of California for the Building Forward Library Facilities Improvement Program; approved as to form by County Counsel; discussion and possible action. **Roll call vote**

- This matter has been moved to the June 6th, 2023 Board of Supervisors Meeting due to the absence of 2 Board members.

D. BEHAVIORAL HEALTH - Sharon Sousa

1) Adopt **RESOLUTION** to amend the Fiscal Year 2022/2023 position allocation for Behavioral Health Department #70570 and #70580; approved as to form by County Counsel; discussion and possible action. **Roll call vote**

-This matter has been moved to the June 6th, 2023 Board of Supervisors Meeting due to the absence of 2 Board members.

4. COUNTY ADMINISTRATIVE OFFICE - DEBRA LUCERO

A. Approve and authorize the Chair to sign a letter to the Forest Service regarding the Plumas County fire departments the 12-hour rule and other regulatory requirements.

-This matter has been moved to the June 6th, 2023 Board of Supervisors Meeting.

B. County Administrative Officer's Report for April 2023

CAO Report 04-08-2023 to 05-15-2023
View Item

5. BOARD OF SUPERVISORS

A. CORRESPONDENCE

Supervisor Hagwood received correspondence with Congressional representative, Kevin Kiley's staff; correspondence on proposed asphalt project in Portola; and the proposed camping Ordinance.

Supervisor McGowan received correspondence in opposition to the proposed camping Ordinance; and Short term rental properties, VRBO properties, Airbnb properties and Bed & Breakfast properties.

Supervisor Engel received correspondence regarding the Grizzley Lake CSD; Friends of Plumas Wilderness

Supervisor Ceresola received correspondence regarding ground water matters, and the opening for camping at Frenchman's Lake, and Lake Davis.

B. INFORMATIONAL ANNOUNCEMENTS

Weekly report by Board members of meetings attended, key topics, project updates, standing committees and appointed Boards and Associations

Reported by Supervisor Engel regarding matters related to County Government and included attending the Grizzley Lake CSD meeting.

Reported by Supervisor Hagwood regarding matters related to County Government and included attending the Plumas County Transportation Commission meeting, and the Planning Commission meeting regarding the proposed camping Ordinance.

Reported by Supervisor McGowan regarding matters related to County Government and included the Plumas County Transportation Commission meeting, attended the Apex Pro Tour at Plumas Pines Resort, and participated in the RCRC meeting in Chico.

Reported by Supervisor Ceresola regarding matters related to County Government and included attending the Sierra Valley Ground Water District meeting, and he participated in a meeting with the Director of the Railroad Museum.

6. CLOSED SESSION

ANNOUNCE ITEMS TO BE DISCUSSED IN CLOSED SESSION

A. Public Employee Employment, Appointment, Recruitment, Performance Evaluations, Including Goals, Pursuant to Government Code Section 54957:

1. Agricultural Commissioner
2. Behavioral Health Director
3. Building Services Director
4. Chief Probation Officer
5. Child Support Services Director
6. County Administrative Officer
7. County Counsel
8. Environmental Health Director
9. Facility Services Director
10. Fair Manager
11. Human Resources Director
12. Information Technology Director
13. Library Director
14. Museum Director
15. Planning Director
16. Public Health Director
17. Public Works Director
18. Risk & Safety Manager
19. Social Services Director

B. Conference with Risk Manager: Quarterly Risk Control Program status report.

C. 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

D. Conference with Legal Counsel: Initiating litigation pursuant to Subdivision (c) of Government Code Section 54956.9

E. Conference with Legal Counsel: Significant exposure to litigation pursuant to Subdivision (d)(2) of Government Code Section 54956.9

REPORT OF ACTION IN CLOSED SESSION (IF APPLICABLE)

Chair Ceresola reported that there was no reportable action taken in the closed session.

7. ADJOURNMENT

Adjourn meeting to Tuesday, June 6, 2023, Board of Supervisors Room 308, Courthouse, Quincy, California

OFFICE OF THE
COUNTY COUNSEL
COUNTY OF PLUMAS
Plumas County Courthouse
520 Main Street. Room 302
Quincy, California 95971-9115
Phone:(530) 283-6240 Fax: (530) 283-6116

GRETCHEN STUHR
COUNTY COUNSEL
SARA G. JAMES
DEPUTY COUNTY COUNSEL
JOSHUA BRECHTEL
DEPUTY COUNTY COUNSEL
KRISTINA ROGERS
PARALEGAL

May 17, 2023

INTEROFFICE MEMORANDUM

TO: **Honorable Board of Supervisors, County of Plumas**

FROM: Gretchen Stuhr, *Plumas County Counsel*

SUBJECT: Resolution Approving Conflict of Interest Codes Adopted or Amended by Local Districts and Agencies in Plumas County

The Plumas County Board of Supervisors is designated the code reviewing body of all local agencies' *Conflict of Interest Code.* No newly adopted or amended Resolution is effective until approved by the code reviewing body.

Background:

The Political Reform Act of 1974 requires every local government agency to have a "Conflict of Interest Code" and review it each even-numbered year. The Conflict of Interest Code designates positions required to file Statements of Economic Interests (Form 700), and assigns disclosure categories specifying the types of interests to be reported. Pursuant to Government Code Section 87306.5, notification that the Conflict of Interest Codes need to be reviewed to determine if they are accurate or if changes are needed were mailed to all special districts in Plumas County.

Proposal and Action:

The Plumas County Counsel respectfully requests that the Governing Board, Board of Supervisors, adopt the attached Resolution Approving Conflict of Interest Codes Adopted or Amended by Local Districts and Agencies in Plumas County.

Plumas County, California

RESOLUTION NO. 23 - _____

A RESOLUTION APPROVING CONFLICT OF INTEREST CODES ADOPTED OR AMENDED BY LOCAL DISTRICTS AND AGENCIES IN PLUMAS COUNTY

WHEREAS,

A. The state Political Reform Act, in pertinent part commencing at Government Code section 87100 et seq., requires each local district and agency in a county to review, adopt or amend its own conflict of interest code every two years; and,

B. Government Code section 87303 provides that each such conflict of interest code is to be reviewed and approved by the county's "code reviewing body," which, for the County of Plumas, is the Board of Supervisors,

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

1. The conflict of interest codes adopted or amended by local districts and agencies within Plumas County have been reviewed by the Office of County Counsel, acting at the direction of the code reviewing body, and those districts and agencies in compliance are listed on Appendix "A" of the attachment to this resolution.

2. Local districts and agencies which have yet to comply are listed on Appendix "B" of the attachment to this resolution.

3. Local districts and agencies which have not yet complied are ordered to comply as soon as possible, or a conflict of interest code may be adopted for them, either by the code reviewing body or by the Fair Political Practices Commission.

The foregoing resolution was adopted on June 6, 2023, at a regular meeting of the Plumas County Board of Supervisors, by the following vote:

AYES:
NOES:
ABSENT:

_____
Chair, Board of Supervisors

ATTEST:

_____
Heidi White, Clerk of the Board

APPENDIX "A"

RESOLUTION CONCERNING CONFLICT OF INTEREST CODES ADOPTED OR AMENDED BY LOCAL DISTRICTS AND AGENCIES IN PLUMAS COUNTY FOR BIENNIAL YEAR 2022

Compliant Districts:

Almanor Recreation & Park District
American Valley Community Services District
Beckwourth Fire Protection District
Chester Cemetery District
Chester Public Utility District - Fire
Eastern Plumas Rural Fire
Feather River Community College
Gold Mountain Community Services District
Graeagle Community Services District
Greenhorn Creek Community Services District
Grizzly Lake Community Services District
Grizzly Ranch Community Services District
Hamilton Branch Community Services District
Hamilton Branch Fire District
Johnsville Public Utility District
Long Valley Community Services District
Meadow Valley Cemetery District
Mohawk Valley Cemetery District
Peninsula Fire Protection District
Plumas County Office of Education
Plumas Eureka Community Services District
Plumas LAFCo
Plumas Unified School District
Quincy Fire Protection District
Seneca Healthcare District

APPENDIX "B"

RESOLUTION CONCERNING CONFLICT OF INTEREST CODES ADOPTED OR AMENDED BY LOCAL DISTRICTS AND AGENCIES IN PLUMAS COUNTY FOR BIENNIAL YEAR 2022

Non-Compliant Districts:

"C" Road Community Services District
Central Plumas Recreation & Park District
City of Portola
Clio Public Utility District
Crescent Mills Cemetery District
Crescent Mills Fire District
Cromberg Cemetery District
East Quincy Services District
Eastern Plumas Health Care District
Eastern Plumas Recreation and Park District
Feather River Canyon Community Services District
Feather River Resource Conservation District
First 5 Plumas County Children & Families Commision
Graeagle Fire Protection District
Grand Jury
Greenville Cemetery District
Indian Valley Community Services District
Indian Valley Health Care District
Indian Valley Recreation and Park District
La Porte Fire Protection District
Last Chance Creek Water District
Meadow Valley Fire Protection District
Plumas District Hospital
Portola Cemetery District
Prattville-Almanor Fire District
Quincy Community Services District
Quincy/LaPorte Cemetery District
Sierra Valley Fire Protection District
Taylorsville Cemetery District
West Almanor Community Services District
Whitehawk Ranch Community Services District

PLUMAS COUNTY
ENVIRONMENTAL HEALTH DEPARTMENT
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Rob Robinette, Director of Environmental Health**
MEETING DATE:	**June 6, 2023**
SUBJECT:	**Adopt a RESOLUTION authorizing the submittal of the solid waste Local Enforcement Agency (LEA) Grant for five (5) years to include FY 2023-2024 through FY 2028-2029 and authorize the Director of Environmental Health to sign various assurances as the Board's designee; approved as to form by County Counsel.**

Recommendation:
Approve a Resolution authorizing the submittal of the solid waste Local Enforcement Agency (LEA) Grant for five (5) years to include FY 2023-2024 through FY 2028-2029 and authorize the Director of Environmental Health to sign various assurances as the Board's designee.

Background and Discussion:
As the Board is aware, Environmental Health is the designated Local Enforcement Agency (LEA) for the county's solid waste program, providing solid waste facilities permit and inspection services. To help off-set costs for this state-mandated local enforcement program, the California Department of Resources, Recycling and Recovery (CalRecycle) provides grant funds to local jurisdictions.

Action:

Plumas County Interim Director of Environmental Health respectfully requests that the Board of Supervisors Adopt the Resolution as submitted.

Fiscal Impact:

It is time to submit the Plumas County application for current and future funding. It is anticipated that approximately $17,199 will be available to Plumas County in this fiscal year.
If you have any questions, please contact me at 283-6355.

Thank you.

Attachments:
1. 23-248 FINAL

Resolution Number 23-_____

CALIFORNIA DEPARTMENT OF RESOURCES, RECYCLING AND RECOVERY

LOCAL ENFORCEMENT AGENCY GRANT PROGRAM

RESOLUTION AUTHORIZING
LOCAL ENFORCEMENT AGENCY GRANT APPLICATION

WHEREAS, Public Resources Code Sections 40000 et seq. authorizes the California Department of Resources, Recycling and Recovery (CalRecycle) to administer grant funds to support the Local Solid Waste Enforcement program; and

WHEREAS, Environmental Health is the state-certified Local Enforcement Agency for solid waste in Plumas County; and

WHEREAS, CalRecycle grant application procedures require, among other things, and applicant's governing body to declare by Resolution certain authorizations related to the administration of CalRecycle grants.

NOW, THEREFORE, BE IT RESOLVED that the Plumas County Board of Supervisors authorizes the submittal of an application to the California Department of Resources, Recycling and Recovery for a Local Enforcement Agency Grant for five (5) years to include Fiscal Year 2023-2024 through Fiscal Year FY 2028-2029.

The Environmental Health Director is hereby authorized and empowered by the Plumas County Board of Supervisors to execute all necessary applications, contracts, agreements, and amendments for the purposes of securing grant funds and to implement and carry out this program provided, however, that any contract, agreement, or amendment requisitioning goods or services shall remain subject to the Plumas County Purchasing Policy.

The forgoing resolution was duly passed by and adopted by the Board of Supervisors of the County of Plumas, State of California at a regular meeting of the Board of Supervisors on June _____, 2023, by the following vote:

Ayes:

Noes:

Absent:

Abstain:

_____
Chair, Board of Supervisors

Attest:

_____
Clerk of the Board of Supervisors

Approved as to form:
Joshua Brechtel
Deputy County Counsel

PLUMAS COUNTY
FACILITY SERVICES
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Robert McAdams, Department Fiscal Officer II**
MEETING DATE:	**June 6, 2023**
SUBJECT:	**Approve and authorize the Chair to sign an Agreement between Facility Services & Airports and DBT Transportation, LLC for inspection and maintenance of the Automated Weather Observation System (AWOS) at each of Plumas County's 3 airports. This is an FAA requirement; not to exceed $22,151.00 with no impact on the General Fund; approved as to Form by County Counsel.**

Recommendation:

Approve and authorize Board Chair to sign contract between Facility Services & Airports and DBT Transportation, LLC for inspection and maintenance of the Automated Weather Observation System (AWOS) at each of Plumas County's 3 airports. This is an FAA requirement. Contract not to exceed $22,151.00. Approved as to Form by County Counsel.

Background and Discussion:

DBT Transportation, LLC has been inspecting and maintaining Plumas County's 3 Automated Weather Observation Systems (AWOS) located at Gansner, Nervino, and Rogers Field Airports for several years now; the inspections are tri-annual. The actual cost of the inspection and maintenance is $5,717.00 per airport for a total of $17,151.00 annually. $5,000.00 has also been written into this contract for any repairs that may need to be made. These tri-annual inspections are required by the Federal Aviation Administration.

Action:

Approve and authorize Board Chair to sign contract between Facility Services & Airports and DBT Transportation, LLC for inspection and maintenance of the Automated Weather Observation System (AWOS) at each of Plumas County's 3 airports. This is an FAA requirement. Contract not to exceed $22,151.00. Approved as to Form by County Counsel.

Fiscal Impact:

This contract has no impact on the General Fund as Plumas County's airports are essentially a commercial enterprise and self-sufficient. The fund balance for the Airports is still very healthy due to past fire seasons and will be able to support the cost of these required inspections.

Attachments:

1. 20230509102124

Services Agreement

This Agreement is made by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its **Dept. of Facility Services & Airports**, and **DBT Transportation Services, LLC**, a TX limited liability company (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 **Twenty Two Thousand One Hundred Fifty One dollars and 00/100** ($22,151.00).

3. Term. The term of this agreement shall be from **July 1, 2023** through **June 30, 2024**, unless terminated earlier as provided herein.

4. Termination. Either party may terminate this agreement by giving thirty (30) days written notice to the other party.

5. Non-Appropriation of Funds. It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, the County shall have no liability to pay any further funds whatsoever to Contractor or furnish any other consideration under this Agreement and Contractor shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either cancel this Agreement with no further liability incurring to the County, or offer an amendment to Contractor to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution. Contractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.

6. Warranty and Legal Compliance. The services provided under this Agreement are non-exclusive and shall be completed promptly and competently. Contractor shall guarantee all parts and labor for a period of one year following the expiration of the term of this Agreement unless otherwise specified in Exhibit A. Contractor agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.

7. Amendment. This Agreement may be amended at any time by mutual agreement of the parties, expressed in writing and duly executed by both parties. No alteration of the

terms of this Agreement shall be valid or binding upon either party unless made in writing and duly executed by both parties.

8. Indemnification. To the furthest extent permitted by law (including without limitation California Civil Code Sections 2782 and 2782.8, if applicable), County shall not be liable for, and Contractor shall defend and indemnify County and its officers, agents, employees, and volunteers (collectively "County Parties"), against any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorney's fees and court costs (hereinafter collectively referred to as "Claims"), which arise out of or are in any way connected to the work covered by this Agreement arising either directly or indirectly from any act, error, omission or negligence of Contractor or its officers, employees, agents, contractors, licensees or servants, including, without limitation, Claims caused by the concurrent negligent act, error or omission, whether active or passive of County Parties. Contractor shall have no obligation, however, to defend or indemnify County Parties from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of County Parties. The obligations of this indemnity shall be for the full amount of all damage to County, including defense costs, and shall not be limited by any insurance limits.

9. Insurance. Contractor agrees to maintain the following insurance coverage throughout the term of this Agreement:

   a. Commercial general liability (and professional liability, if applicable to the services provided) coverage, with minimum per occurrence limit of the greater of (i) the limit available on the policy, or (ii) one million dollars ($1,000,000).

   b. Automobile liability coverage (including non-owned automobiles), with minimum bodily injury limit of the greater of (i) the limit available on the policy, or (ii) two-hundred fifty thousand dollars ($250,000) per person and five hundred thousand dollars ($500,000) per accident, as well as a minimum property damage limit of the greater of (i) the limit available on the policy, or (ii) fifty thousand dollars ($50,000) per accident.

   c. Each policy of commercial general liability (and professional liability, if applicable to the services provided) coverage and automobile liability coverage (including non-owned automobiles) shall meet the following requirements:

      i. Each policy shall be endorsed to name the County, its officers, officials, employees, representatives and agents (collectively, for the purpose of this section 9, the "County") as additional insureds. The Additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13; and

ii. All coverage available under such policy to Contractor, as the named insured, shall also be available and applicable to the County, as the additional insured; and

iii. All of Contractor's available insurance proceeds in excess of the specified minimum limits shall be available to satisfy any and all claims of the County, including defense costs and damages; and

iv. Any insurance limitations are independent of and shall not limit the indemnification terms of this Agreement; and

v. Contractor's policy shall be primary insurance as respects the County, its officers, officials, employees, representatives and agents, and any insurance or self-insurance maintained by the County, its officers, officials, employees, representatives and agents shall be in excess of the Contractor's insurance and shall not contribute with it, and such policy shall contain any endorsements necessary to effectuate this provision. The primary and non-contributory endorsement shall be at least as broad as ISO Form 20 01 04 13; and

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

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

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

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

Contractor or its principals to practice its professions and to perform its duties and obligations under this Agreement.

11. Relationship of Parties. It is understood that Contractor is not acting hereunder as an employee of the County, but solely as an independent contractor. Contractor, by virtue of this Agreement, has no authority to bind, or incur any obligation on behalf of, County. Except as expressly provided in this Agreement, Contractor has no authority or responsibility to exercise any rights or power vested in County. It is understood by both Contractor and County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or joint venture.

12. Business-to-Business Relationship. Contractor represents and warrants that Contractor is an individual acting as a sole proprietor, or a business entity formed as a partnership, limited liability company, limited liability partnership, or corporation ("business service provider") that customarily provides services of the same nature as the services provided for County under this Agreement. Contractor represents and warrants that Contractor advertises these services to and contracts with entities other than County. Contractor represents and warrants that Contractor maintains a separate business location and has all required business licenses and tax registration, if any, in order to perform services under this Agreement. Contractor shall have the right to set their own hours and location of work, consistent with the nature of the services provided under this Agreement. Contractor shall determine the method, means and manner of performance of, but not limited to, such matters as outlined in Exhibit "A" without restriction by County. County is interested only in the results to be achieved from Contractor's performance of the services. Contractor shall provide their own resources and equipment and direct their operation in all respects when necessary to perform these services. Notwithstanding this Agreement, Contractor shall have the right to provide the same or similar services to entities other than the County without restriction. County shall have no authority, control, or liability regarding Contractor's performance or activities before or after each instance that Contractor may perform under this Agreement. Contractor will at all times indemnify and hold County, and their respective agents, contractors and employees harmless from any and all claims, damages, liabilities and costs (including attorneys' fees) arising out of any material breach by Contractor of any representation, warrant or agreement made by Contractor hereunder or arising out of Contractor's services.

13. Assignment. Contractor may not assign, subcontract, sublet, or transfer its interest in this Agreement without the prior written consent of the County.

14. Non-discrimination. Contractor agrees not to discriminate in the provision of service under this Agreement on the basis of race, color, religion, marital status, national origin, ancestry, sex, sexual orientation, physical or mental handicap, age, or medical condition.

15. Choice of Law. The laws of the State of California shall govern this agreement.

16. Interpretation. This agreement is the result of the joint efforts of both parties and their attorneys. The agreement and each of its provisions will be interpreted fairly, simply, and not strictly for or against either party.

17. Integration. This Agreement constitutes the entire understanding between the parties respecting the subject matter contained herein and supersedes any and all prior oral or written agreements regarding such subject matter.

18. Severability. The invalidity of any provision of this Agreement, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.

19. Headings. The headings and captions contained in this Agreement are for convenience only, and shall be of no force or effect in construing and interpreting the provisions of this Agreement.

20. Waiver of Rights. No delay or failure of either party in exercising any right, and no partial or single exercise of any right, shall be deemed to constitute a waiver of that right or any other right.

21. Conflict of Interest. The parties to this Agreement have read and are aware of the provisions of Government Code section 1090 *et seq*. and section 87100 *et seq*. relating to conflicts of interest of public officers and employees. Contractor represents that it is unaware of any financial or economic interest of any public officer or employee of County relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement and is later discovered by the County, the County may immediately terminate this Agreement by giving written notice to Contractor.

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

County:

Facility Services & Airports
County of Plumas
198 Andy's Way
Quincy CA 95971
Attention: JD Moore, Director

Contractor:

DBT Transportation Services LLC
2655 Crescent Drive, Ste. A1
Lafayette CO 80026
Attention: Contracts Manager

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.

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

CONTRACTOR:

DBT Transportation Services LLC, a limited liability company

By:_____
Name: Nancy Jo Thomsen
Title: Managing Member
Date signed:

COUNTY:

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

By:_____
Name: Dwight Ceresola
Title: Board Chair
Date signed:

ATTEST:

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

Approved as to form:

_____ 4/20/2023
Joshua Brechtel
Deputy County Counsel

EXHIBIT A

Scope of Work

- Provide tri-annual maintenance to Plumas County's AWOS (Automated Weather Observing System) equipment at Quincy – Gansner Airport, Chester – Rogers Field, and Beckwourth – Nervino Airport as required by the FAA (Federal Aviation Administration)
- Restore (repair) AWOS equipment in the event of equipment failure or outage
- Provide upgrades for AWOS equipment upon the request and/or approval of the airports' director
- See attached **Aviation Support and Maintenance Services** and **AWOS and Navaid Maintenance Statement of Work**

EXHIBIT B

Fee Schedule

Inspections and Maintenance

- $5,717.00 per airport annually and invoiced at $1,429.25 quarterly

Repairs and Upgrades

- Unplanned Outage Fee: $1,780.00/day
- Facility Visit Fee: $1,780/day
- Holiday Fee (additional to unplanned outage fee): $700.00
- Cancellation/Delay Fee: $700.00/day

DBT TRANSPORTATION AVIATION SUPPORT AND MAINTENANCE SERVICES ORDER SUMMARY

Contracted Party:		Serviced Customer Location:	
Name:	Airports Dept. County of Plumas	Name:	Quincy-Gasner Airport - 2O1
Street:	198 Andy's Way	Street:	550 Crescent Street
City:	Quincy	City:	Quincy
State:	CA	State:	CA
Zip:	95971	Zip:	95971
Contact Name:	Robert McAdams	Contact Name:	JD Moore
Contact Email:	RobertMcAdams@countyofplumas.com	Contact Email:	JDMoore@countyofplumas.com
Contact Phone:	530-283-6299	Contact Phone:	530-283-6069
Invoice Email:	RobertMcAdams@countyofplumas.com		

The Effective Date of this Agreement starts on 7/1/23.

The Term of this Agreement shall be for a period of 1 year(s) from Effective Date.

SERVICES	
☑ Periodic/ Pre-Season Maintenance	
☐ Equipment Restoration	Select
☐ Data Services – NADIN	Select
☐ Data Services - ALIS	
☐ Data Services - RCR	
☐ Other Data Services	

AIRPORT WEATHER EQUIPMENT	MANUFACTURER	MODEL II	INSPECTION FREQUENCY	ANNUAL DATE
AWOS ☑	AWI 900	Select	Tri Annual	8/15/23
DME ☐	Select		Select	
GS ☐	Select		Select	
LOC ☐	Select		Select	
VOR ☐	Select		Semi Annual	

DBT TRANSPORTATION AVIATION SUPPORT AND MAINTENANCE SERVICES ORDER SUMMARY

WEATHER/NAVAID EQUIPMENT	MANUFACTURER	MODEL	FREQUENCY	ANNUAL DATE
Markers ☐	Select	Select	Select	
NDB ☐	Select		Select	
RVR ☐	Select		Select	
RWIS Runway/Road ☐	Select	Select	Select	

	AIRFIELD EQUIPMENT	FREQUENCY	NOTES
☐	Approach Lighting		
☐	Bolt Torquing		
☐	CCR PMA		
☐	Control Tower		
☐	Moventor Skiddometer		
☐	PAPI/VASI		

PRICING		BILLED
Annual Fee		
Pricing Year One	$ 5,717.00	Quarterly
Pricing Year Two	$	Select
Pricing Year Three	$	Select
Pricing Year Four	$	Select
Pricing Year Five	$	Select
Contract Total	$ 5,717.00	

FEE SCHEDULE	
Unplanned Outage Fee	$ 1780 per day (lightning strike, bird strike)
Facility Visit Fee	$ 1780 per day
Holiday Visit Fee	$ 700 additional per day
Cancellation/Delay Fee	$ 700 per day

DBT TRANSPORTATION AVIATION SUPPORT AND MAINTENANCE SERVICES ORDER SUMMARY

STATEMENT OF WORK, ADDITIONAL TERMS & ATTACHMENTS

- [ ] Airfield Lighting Statement of Work
- [x] AWOS & Navaid Statement of Work
- [ ] Data Services Statement of Work
- [x] DBT Terms and Conditions
- [ ] RWIS Maintenance Statement of Work
- [ ] Additional Notes and Attachments

This Order Summary is part of the DBT Support and Maintenance Services Agreement ("Service Agreement") between DBT and Customer. The Service Agreement consists of this Summary and each listed attachment. By signing this Order Summary, the parties signify that they have read, understand, and agree to be bound by all the terms and conditions of the Service Agreement.

DBT Transportation Services

By: James F. Thomas, Jr.

Title: CEO/COO

Date: 4/19/23

Contracted Party

By:

Title:

Date:

DBT TRANSPORTATION AVIATION SUPPORT AND MAINTENANCE SERVICES ORDER SUMMARY

Contracted Party:	**Serviced Customer Location:**
Name: Airports Dept. County of Plumas	Name: Rogers Field Airport - O05
Street: 198 Andy's Way	Street: 241 Masson Rd
City: Quincy	City: Chester
State: CA	State: CA
Zip: 95971	Zip: 96020
Contact Name: Robert McAdams	Contact Name: JD Moore
Contact Email: RobertMcAdams@countyofplumas.com	Contact Email: JDMoore@countyofplumas.com
Contact Phone: 530-283-6299	Contact Phone: 530-283-6069
Invoice Email: RobertMcAdams@countyofplumas.com	

The Effective Date of this Agreement starts on 7/1/23.

The Term of this Agreement shall be for a period of 1 year(s) from Effective Date.

SERVICES	
☑ Periodic/ Pre-Season Maintenance	
☐ Equipment Restoration	Select
☐ Data Services – NADIN	Select
☐ Data Services - ALIS	
☐ Data Services - RCR	
☐ Other Data Services	

AIRPORT WEATHER EQUIPMENT	MANUFACTURER	MODEL	INSPECTION FREQUENCY	ANNUAL DATE
AWOS ☑ **3000**	AWI 900	III	Tri Annual	8/15/23
DME ☐	Select		Select	
GS ☐	Select		Select	
LOC ☐	Select		Select	
VOR ☐	Select		Semi Annual	

DBT TRANSPORTATION AVIATION SUPPORT AND MAINTENANCE SERVICES ORDER SUMMARY

WEATHER/NAVAID EQUIPMENT	MANUFACTURER	MODEL	FREQUENCY	ANNUAL DATE
Markers ☐	Select	Select	Select	
NDB ☐	Select		Select	
RVR ☐	Select		Select	
RWIS Runway/Road ☐	Select	Select	Select	

	AIRFIELD EQUIPMENT	FREQUENCY	NOTES
☐	Approach Lighting		
☐	Bolt Torquing		
☐	CCR PMA		
☐	Control Tower		
☐	Moventor Skiddometer		
☐	PAPI/VASI		

PRICING		BILLED
Annual Fee		
Pricing Year One	$ 5,717.00	Quarterly
Pricing Year Two	$	Select
Pricing Year Three	$	Select
Pricing Year Four	$	Select
Pricing Year Five	$	Select
Contract Total	$ 5,717.00	

FEE SCHEDULE	
Unplanned Outage Fee	$ 1780 per day (lightning strike, bird strike)
Facility Visit Fee	$ 1780 per day
Holiday Visit Fee	$ 700 additional per day
Cancellation/Delay Fee	$ 700 per day

DBT TRANSPORTATION AVIATION SUPPORT AND MAINTENANCE SERVICES ORDER SUMMARY

STATEMENT OF WORK, ADDITIONAL TERMS & ATTACHMENTS

- [ ] Airfield Lighting Statement of Work
- [x] AWOS & Navaid Statement of Work
- [ ] Data Services Statement of Work
- [x] DBT Terms and Conditions
- [ ] RWIS Maintenance Statement of Work
- [ ] Additional Notes and Attachments

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DBT Transportation Services	**Contracted Party**
By:	**By:**
Title: CEO/COO	**Title:**
Date: 4/19/23	**Date:**

DBT TRANSPORTATION AVIATION SUPPORT AND MAINTENANCE SERVICES ORDER SUMMARY

Contracted Party:	**Serviced Customer Location:**
Name: Airports Dept. County of Plumas	Name: Beckwourth Nervino Airport - O02
Street: 198 Andy's Way	Street: 82405 CA-70
City: Quincy	City: Beckwourth
State: CA	State: CA
Zip: 95971	Zip: 96129
Contact Name: Robert McAdams	Contact Name: JD Moore
Contact Email: RobertMcAdams@countyofplumas.com	Contact Email: JDMoore@countyofplumas.com
Contact Phone: 530-283-6299	Contact Phone: 530-283-6069 / (530) 832-6940
Invoice Email: RobertMcAdams@countyofplumas.com	

The Effective Date of this Agreement starts on 7/1/23.

The Term of this Agreement shall be for a period of 1 year(s) from Effective Date.

SERVICES	
☑ Periodic/ Pre-Season Maintenance	
☐ Equipment Restoration	Select
☐ Data Services – NADIN	Select
☐ Data Services - ALIS	
☐ Data Services - RCR	
☐ Other Data Services	

AIRPORT WEATHER EQUIPMENT	MANUFACTURER	MODEL	INSPECTION FREQUENCY	ANNUAL DATE
AWOS ☑ **3000**	AWI 900	IIIPT	Tri Annual	8/15/23
DME ☐	Select		Select	
GS ☐	Select		Select	
LOC ☐	Select		Select	
VOR ☐	Select		Semi Annual	

DBT TRANSPORTATION AVIATION SUPPORT AND MAINTENANCE SERVICES ORDER SUMMARY

WEATHER/NAVAID EQUIPMENT	MANUFACTURER	MODEL	FREQUENCY	ANNUAL DATE
Markers ☐	Select	Select	Select	
NDB ☐	Select		Select	
RVR ☐	Select		Select	
RWIS Runway/Road ☐	Select	Select	Select	

	AIRFIELD EQUIPMENT	FREQUENCY	NOTES
☐	Approach Lighting		
☐	Bolt Torquing		
☐	CCR PMA		
☐	Control Tower		
☐	Moventor Skiddometer		
☐	PAPI/VASI		

PRICING		BILLED
Annual Fee		
Pricing Year One	$ 5,717.00	Quarterly
Pricing Year Two	$	Select
Pricing Year Three	$	Select
Pricing Year Four	$	Select
Pricing Year Five	$	Select
Contract Total	$ 5,717.00	

FEE SCHEDULE	
Unplanned Outage Fee	$ 1780 per day (lightning strike, bird strike)
Facility Visit Fee	$ 1780 per day
Holiday Visit Fee	$ 700 additional per day
Cancellation/Delay Fee	$ 700 per day

DBT TRANSPORTATION AVIATION SUPPORT AND MAINTENANCE SERVICES ORDER SUMMARY

STATEMENT OF WORK, ADDITIONAL TERMS & ATTACHMENTS

- [ ] Airfield Lighting Statement of Work
- [x] AWOS & Navaid Statement of Work
- [ ] Data Services Statement of Work
- [x] DBT Terms and Conditions
- [ ] RWIS Maintenance Statement of Work
- [ ] Additional Notes and Attachments

This Order Summary is part of the DBT Support and Maintenance Services Agreement ("Service Agreement") between DBT and Customer. The Service Agreement consists of this Summary and each listed attachment. By signing this Order Summary, the parties signify that they have read, understand, and agree to be bound by all the terms and conditions of the Service Agreement.

DBT Transportation Services	**Contracted Party**
By:	**By:**
Title: CEO/COO	**Title:**
Date: 4/19/23	**Date:**

Attachment 1
DBT Transportation Services LLC
Agreement for Aviation Support and Maintenance Services Terms and Conditions

1. PURPOSE/SERVICES:

1.1 Customer desires to engage DBT Transportation Services, LLC (DBT) to render certain professional and/or technical services, including as recited in the Statement of Work ("SOW") and as indicated in the Order and Pricing Schedule, related to the support, maintenance and servicing of certain Equipment, and DBT desires to render such services under the terms and conditions of this Attachment 1, the SOW and the Order and Pricing Schedule. All terms not defined herein, including "Services", "Equipment" and "Term", shall have the meaning set forth in the Order and Pricing Schedule. This Attachment 1, the Order and Pricing Schedule and the SOW make up the complete agreement (the "Agreement") between Customer and DBT, and each may be amended, upon mutual written agreement, from time to time throughout the Term.

1.2 This Attachment 1 constitutes the terms and conditions offered with respect to the provision of Services and Equipment recited in the Order and Pricing Schedule and shall become a binding contract upon the execution of the Order and Pricing Schedule either by facsimile or in PDF form, by Customer and DBT. No contrary or additional terms or conditions proposed by Customer under any other document, including but not limited to a Customer purchase order, will be accepted by DBT, and any such proposed contrary or additional terms are hereby rejected unless otherwise mutually agreed to in a written fully executed instrument. DBT's performance pursuant to this Attachment 1, the Order and Pricing Schedule and the SOW shall be deemed unqualified acceptance of the terms and conditions set forth below.

2. PAYMENT/OTHER EXPENSES/ADDITIONAL CHARGES:

2.1 Customer agrees to pay DBT the amounts recited in the Order and Pricing Schedule.

2.2 DBT shall invoice Customer on an annual, quarterly or monthly basis, as applicable, based on the Services for the Equipment specified as more particularly recited under the Order and Pricing Schedule. Payment by Customer shall be net thirty (30) days of the invoice date.

2.3 Customer may withhold payment of any amounts to be paid to DBT which are disputed in good faith by Customer. In the event there is a dispute in connection with a submitted invoice, the parties shall confer on the invoice within five (5) days of receipt, and only the payment for that portion of the invoice in question may be withheld for ten (10) days after the payment due date so as to allow the parties to cooperatively resolve any dispute. Following the elapse of such ten (10) days, Customer shall pay, unless otherwise agreed by the parties, all the amounts due and owing to DBT under the invoice.

2.4 In accordance with the Order and Pricing Schedule, if restoration, repairs or other maintenance Services are required for an unplanned Equipment failure or outage, Customer shall pay DBT the recited "Unplanned Outage Fee". The "Unplanned Outage Fee" is billed in half-day increments, portal to portal, plus travel costs and expenses. Unplanned outages are defined as any restoration outside of normal or anticipated causes of Equipment failure, which outside causes include, but are not limited to, acts of God, weather damage, lightning strikes, vandalism or other damage caused by unauthorized airport personnel or third parties. The "Unplanned Outage Fee" is billed for each day or part thereof that Services are required.

2.5 In accordance with the Order and Pricing Schedule, the applicable "Holiday Fee" as recited in the Order and Pricing Schedule applies to the following holidays when Services are rendered: New Year's Eve, New Year's Day, Memorial Day, July 4th (Independence Day), Labor Day, Thanksgiving Day, the day after Thanksgiving Day, Christmas Eve and Christmas Day. If an Equipment failure or outage occurs on any of the foregoing holidays, Customer shall pay DBT the "Holiday Fee" in addition to the" Unplanned Outage Fee" as well as any other fees due and payable to DBT.

2.6 In accordance with the Order and Pricing Schedule, Customer Site (as subsequently defined) visits are defined as any Site visit not required for Equipment Services. Upon Customer's written request and DBT's written acceptance thereof and subject to mutually agreeable times, DBT will visit Customer Sites concurrent with Federal Aviation Administration (FAA) required or requested

Customer Site visits. Customer agrees to pay the "Facility Visit Fee" to DBT for such Customer Site visits. The "Facility Visit Fee" is billed in half-day increments, portal to portal, plus travel costs and expenses.

2.7 In accordance with the Order and Pricing Schedule, and in DBT's sole opinion, if cancellations or excessive delays, in the provisions of Services occur as a result of Customer's fault, actions or causes, Customer shall pay DBT the "Cancellation/Delay Fee" The "Cancellation/Delay Fee" is billed in half-day increments, portal to portal, plus travel costs and expenses.

3. TERM:

3.1 The Term of the Agreement is in accordance with the Order and Pricing Schedule, shall be as recited in the Order and Pricing Schedule unless earlier terminated pursuant to this Attachment 1.

3.2 The parties may extend, upon mutual written agreement, the Term of the Agreement.

4. TERMINATION/OBLIGATIONS UPON TERMINATION:

4.1 This Agreement may be terminated by DBT, without cause and at any time, upon ninety (90) days written notice. The period of termination shall start from the date of the notice to Customer. Customer shall not be obligated to pay for any Services rendered after the date of termination, except that Customer shall be responsible for non-cancellable expense or commitment amounts that occur before the termination date and that such amounts shall remain due, owing and payable after the date of termination. The parties acknowledge that any amounts paid to DBT shall be non-refundable.

4.2 In the event of a material breach by Customer, DBT shall notify, in writing, Customer of such material breach. Customer shall be permitted thirty (30) days from the date of receipt of such notice to cure such breach to DBT's satisfaction. In the event the breach is cured to DBT's satisfaction, the Agreement shall not terminate. However, if the breach is not so cured, DBT may elect to promptly terminate the Agreement following the lapse of such thirty (30) days from the receipt of such notice. In the event of termination of the Agreement due to a material breach by Customer, other than of the type specified in Section 7.1 herein, the obligations under Section 4.3 shall be applicable.

4.3 In the event of termination of the Agreement either as provided herein or upon expiration of the Agreement, each party shall promptly return all Confidential Information (as subsequently defined) of the other party and DBT shall submit a final invoice, as recited above, for Services rendered up to the date of termination and for all non-cancellable expense or commitment amounts that occur before the termination date, which amounts remain due, owing and payable. Customer shall promptly pay such invoiced amount net ten (10) days from the invoice date.

5. WARRANTIES:

5.1 DBT warrants and represents that all Services provided by DBT shall be performed by qualified field technicians and by other personnel, who have all certifications and licenses required by the FAA. Further, DBT warrants and represents that all Services provided hereunder shall be of a professional quality consistent with general industry standards and shall be performed in accordance with the requirements of the SOW and as specified under the Agreement.

5.2 DBT represents and warrants that it is an independent contractor that makes its services available to the general public, has its own place of business and maintains its own sets of books and records, which reflect its own income and expenses. Further, DBT shall operate as an independent contractor and shall not represent itself as an agent, partner or joint venturer of Customer. DBT shall not obligate Customer in any manner, nor cause Customer to be liable under any contract or under any other type of commitment. Alternately, Customer shall not obligate DBT in any manner, nor cause DBT to be liable under any contract or under any other type of commitment.

5.3 THIS IS A SERVICE AGREEMENT. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, DBT MAKES NO WARRANTIES AND EXPLICITLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR RELIABILITY OR ACCURACY OF ANY GENERATED DATA OR INFORMATION FROM THE EQUIPMENT. THE EXPRESS WARRANTIES PROVIDED IN SECTIONS 5.1 AND 5.2 ARE EXCLUSIVE, AND DBT MAKES NO OTHER WARRANTIES, EXPRESS, STATUTORY

OR IMPLIED, WRITTEN OR ORAL, TO CUSTOMER REGARDING, RELATED TO OR ARISING FROM THE SERVICES RENDERED UNDER THE AGREEMENT, THE USE OR POSSESSION OF DBT CONFIDENTIAL AND PROPRIETARY INFORMATION, ANY REPORT OR DATA GENERATED UNDER OR IN CONNECTION WITH THIS AGREEMENT, IN ANY MANNER OR FORM WHATSOEVER.

6. LIMITATION OF LIABILITY / INDEMNIFICATION:

6.1 DBT will be permitted to enter Customer's premises ("Site") and have access to Customer's personnel or equipment upon reasonable notice and during normal business hours; provided that DBT complies with Customer's security procedures. DBT shall maintain aviation products and comprehensive liability insurance, as recited below, during the Term of the Agreement. DBT agrees to take all reasonable precautions to prevent any injury to persons or any damage to property in the performance of the Services as rendered by DBT under the Agreement. However, in the event Customer is negligent or engages in misconduct, then Customer shall be liable for such damages as provided herein.

6.2 DBT's entire liability hereunder to Customer for any breach of the Agreement shall be limited only to the amounts of fees paid hereunder to DBT in connection with the Services that gave rise to the claim, except for any damages or claims for damages or equitable relief resulting from DBT's breach of Customer's proprietary and/or confidential interest as set forth in Section 9. Potential liability for claims by third parties is covered by Sections 6.4 and 6.5 below. NEITHER PARTY SHALL BE LIABLE FOR LOSSES OR DAMAGES WHICH ARE INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY, INCLUDING WITHOUT LIMITATION, ANY LOSS OF PROFITS OR REVENUE (EXCLUSIVE OF THE FULL PAYMENT FOR SERVICES RENDERED PURSUANT TO THE TERMS OF THE AGREEMENT) INCURRED BY EITHER PARTY WHETHER IN AN ACTION BASED ON CONTRACT OR TORT, EVEN IF A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHETHER FORESEEABLE OR UNFORESEEABLE, BASED ON CLAIMS OF SUPPLIER OR ANY OTHER PARTY ARISING OUT OF BREACH OR FAILURE OF EXPRESS OR IMPLIED WARRANTY, BREACH OF CONTRACT, MISREPRESENTATION, NEGLIGENCE, STRICT LIABILITY IN TORT, FAILURE OF ANY REMEDY TO ACHIEVE ITS ESSENTIAL PURPOSE, OR OTHERWISE ARISING FROM OR RELATED TO THE THIS AGREEMENT, AND THE SERVICES PERFORMED HEREUNDER, EXCEPT WITH RESPECT TO DAMAGES INCURRED WITH REGARD TO CLAIMS OF INFRINGEMENT, MISUSE OR MISAPPROPRIATION OF A PARTY'S PROPRIETARY AND/OR CONFIDENTIAL INFORMATION.

6.3 With regard to proprietary and/or confidential information and rights and interests, either party shall be entitled to pursue any legal and/or equitable action, including injunctive relief, against the other with regard to any misuse, misappropriation or breach of any term or condition recited herein with regard to such other party's confidential and/or proprietary claims.

6.4 Customer shall defend, indemnify and save harmless DBT, or its agents, employees, consultants or contractors, from any and all third-party claims, demands, suits, actions or proceedings of any kind or nature, including without limitation Worker's Compensation claims, of or by anyone that directly results from or directly arises out of Customer's actions, activities or events in connection with the Agreement or with respect to any negligent action, intentional or willful act or omission by Customer, or its agents, employees, consultants or contractors; provided, however, that DBT shall not be indemnified, held harmless and/or defended by Customer in connection with the foregoing claims of property damages, or death or personal injury where DBT, or its agents, employees, consultants or contractors, are, in any manner, negligent, or, in any manner, commit willful or intentional acts or omissions that result in such claims made. Customer's obligations to indemnify, defend and hold harmless will survive the termination of the Agreement for a period of one (1) year from the date of termination. DBT agrees to notify Customer within five (5) business days after it has received written notification of such loss due to damage to property, injuries or death to persons.

6.5 DBT shall defend, indemnify and save harmless Customer, or its agents, employees, consultants or contractors, from any and all third-party claims, demands, suits, actions or proceedings of any kind or nature, including without limitation Worker's Compensation claims, of or by anyone that directly results from or directly arises out of DBT's actions, activities or events in connection with the Agreement, including negligent Services, intentional or willful acts or omissions of DBT, or its agents, employees, consultants or contractors; provided, however, that Customer shall not be indemnified, held harmless and/or defended by DBT in connection with the foregoing claims of property damages, or death or personal injury where Customer, or its agents, employees, consultants or contractors, are, in any manner, negligent, or, in any manner, commit willful or intentional acts or omissions that result in such claims made. DBT's obligations to indemnify, defend and hold harmless will survive the termination of the Agreement for a period of one (1) year from the date of termination. Customer agrees to notify DBT within five (5) business days after it has received written notification of such loss due to damage to property, injuries or death to persons. Indemnification obligations of DBT under this section are subject to the limits set forth in Section 6.6.

6.6 During the term of the Agreement and for a period of at least one (1) year after completion of DBT's obligations pursuant hereunder, DBT will maintain the following levels of insurance coverage with a reputable and financially sound insurance carrier: (a) workers' compensation insurance as required by applicable law; (b) employer's liability insurance with limits not less than US $1 MILLION; (c) Commercial General Liability, including Products and completed Operations and Contractual Liability, with a minimum combined single limit of US $2 MILLION per occurrence; (d) Excess Liability Insurance with limits not less than US $5 MILLION; and (e) Aviation Liability Insurance of US $10 MILLION per occurrence. DBT shall, at its own expense, maintain with a reputable insurer (and provide written certificate(s) of insurance to Customer if and when requested) for a period of one (1) year after the fulfillment of the SOW under the Agreement. IN CONNECTION WITH ANY INDEMNITY BY DBT HEREUNDER, DBT'S ENTIRE LIABILITY SHALL BE LIMITED ONLY UP TO THE AMOUNTS OF INSURANCE COVERAGE REQUIRED IN CONNECTION WITH THE CLAIM MADE; AND THEREFORE, IN NO EVENT SHALL DBT BE LIABLE FOR ANY AMOUNTS BEYOND THE LIMITATIONS OF INSURANCE COVERAGE RECITED HEREIN FOR ANY CLAIMS MADE UNDER DBT'S INDEMNIFICATION OF CUSTOMER UNDER SECTION 6.5.

7. FORCE MAJEURE

7.1 Neither party shall be deemed to have breached the Agreement by reason of delay or failure in performance resulting from causes beyond the control, and without the fault or negligence, of the party. Such causes include, but may not be limited to, an act of God, an act of war or public enemy, riot, epidemic, fire, flood, quarantine, embargo, epidemic, unusually severe weather or other disaster, or compliance with laws, governmental acts or regulations, in any case, not in effect as of the date of the Agreement, or other causes similar to the foregoing beyond the reasonable control of the party so affected. The party seeking to avail itself of any of the foregoing excuses must promptly notify the other party of the reasons for the failure or delay in connection with the performance hereunder and shall exert its best efforts to avoid further failure or delay. However, the Agreement shall terminate, as provided under Section 4, if such delay or failure persists for one-hundred twenty (120) consecutive days and there is no foreseeable remedy or cure available.

8. ASSIGNMENT

8.1 Customer shall not be permitted to assign, in whole or in part, the Agreement or any rights or obligations hereunder except with the written authorization of DBT, which authorization shall not be unreasonably withheld. In the event of any permitted assignment or transfer of the Agreement or the obligations under the Agreement, the parties agree that such obligations shall be binding upon the assigning or transferring party's executors, administrators and legal representatives, and the rights of assignor or transferor shall inure to the benefit of assignee or transferee. Any attempted transfer, assignment, sale or conveyance, or delegation in violation of this Section 8 shall be null and void.

9. CONFIDENTIAL AND/OR PROPRIETARY INFORMATION

9.1 During the Term of the Agreement, each party may be exposed either in writing, orally or through observation to the other party's confidential and/or proprietary information ("Information"). Information includes, but is not limited to, product specifications, drawings, design plans, product blueprints, ideas, inventions, methods, processes, chemical formulations, chemical compounds, mechanical/electrical specifications, current and future product plans, system architectures, product strategies, software (object, source or microcode), scientific or technical data, prototypes, demonstration packages, documents, marketing strategy, customer lists, equipment, personnel information, business strategies, financial information, instruction manuals, the Agreement and any other business and/or technical information related to the atmospheric and weather technology fields, or any Information marked with a disclosing party's confidential or similar type legend. If the Information is orally or visually disclosed, then such Information shall be reduced to a summary writing by the disclosing party within thirty (30) days of such disclosure, marked as "confidential" and delivered to the receiving party.

9.2 The receiving party shall use the Information only for the purposes of the Agreement and for no other purpose whatsoever. The receiving party shall not disclose, disseminate or distribute the Information to any third party. However, DBT shall be permitted to disclose Information to agents, employees, subcontractors and consultants, who have a definable need to know, and who are under written obligations commensurate with the terms and conditions recited herein. The receiving party shall protect the Information by using the same degree of care, but no less than a reasonable degree of care, it would to protect its own information of a like nature. Information shall remain confidential for a period of two (2) years following termination of the Agreement; except that any Information which is designated as a trade secret shall remain confidential until one of the events recited in Section 9.3 occurs.

9.3 The receiving party shall not be obligated to maintain the confidentiality of the Information if such Information: a) is or becomes a matter of public knowledge through no fault of the receiving party; b) is disclosed as required by law; provided that, the receiving party promptly notifies the disclosing party of such request to disclose so that disclosing party has the opportunity to seek a protective or similar order to prevent such disclosure of Information; c) is authorized, in writing, by the disclosing party for release; d) was rightfully in the receiving party's possession before receipt from disclosing party; or e) is rightfully received by the receiving party from a third party without a duty of confidentiality.

9.4 No license under any trademark, patent, copyright or other intellectual property right is granted, either expressed or implied, by the disclosing of such Information by the disclosing party to the receiving party.

10. DISPUTES/ARBITRATION/GOVERNING LAW/OTHER

10.1 The parties shall first try to resolve any dispute relating to or arising from the Agreement through good faith negotiations and agreement by the parties. If the parties are unable to resolve the dispute through negotiation and still seek resolution, the dispute may be submitted to, and settled by binding arbitration, by a single arbitrator chosen by the American Arbitration Association in accordance with the Commercial Rules of the American Arbitration Association. The prevailing party shall be entitled to reasonable and documented attorney's fees and administrative fees in the event an action is brought. Notwithstanding the foregoing, the arbitrator shall award any damages subject to the limitations on liability and indemnification recited herein. Any court having jurisdiction over the matter may enter judgment on the award of the arbitrator. Service of a petition to confirm the arbitration award may be made by First Class mail or by commercial express mail, to the attorney for the party or, if unrepresented, to the party at the last known business address.

10.2 With regard to the subject matter recited herein, the Agreement (including addenda or amendments added hereto) comprises the entire understanding of the parties hereto and as such supersedes any oral or written agreement. Any inconsistency in the Agreement shall be resolved by giving precedence in the following order:

a) The Order and Pricing Schedule

b) The SOW

c) This Attachment 1

d) Any addenda added hereto

10.3 This Agreement shall not be modified or amended except by written amendment executed by both parties. All requirements for notices hereunder must be in writing. The parties further acknowledge that facsimile signatures or signatures in PDF are fully binding and constitute a legal method of executing the Agreement.

10.4 Sections 4, 5, 6, 7, 9 and 10 shall survive termination of the Agreement.

10.5 If any of the provisions of the Agreement are declared to be invalid, such provisions shall be severed from the Agreement and the other provisions hereof shall remain in full force and effect. The rights and remedies of the parties to the Agreement are cumulative and not alternative.

10.6 This Agreement may be executed in one or more counterparts, each of which shall be deemed to be a duplicate original, but all of which, taken together, shall be deemed to constitute a single instrument.

10.7 This Agreement is made under and shall be construed according to the laws of the State of California, notwithstanding the applicability of conflicts of laws principles.

10.8 The parties shall adhere to all applicable U.S. Export Administration Laws and Regulations and shall not export or re-export any technical data or materials received under the Agreement or the direct product of such technical data or materials to any proscribed country or person listed in the U.S. Export Administration Regulations unless properly authorized by the U.S. Government.

TRANSPORTATION SERVICES

AWOS Maintenance Statement of Work

1. Description of Equipment Services

1.1 **Periodic Maintenance** consists of such periodic routine tests and adjustments as may be required by the equipment manufacturer and by the FAA for non-Federal facilities in accordance with 14 C.F.R Part 171 and current version of AC 150/5220-16 as they may be modified or superseded from time to time.

1.2 **Equipment Restoration**. In the event of an unplanned equipment failure or outage, DBT Transportation Services may diagnosis the issue remotely and render the system inoperable until which time replacement equipment/parts can arrive to Customer's site. Repairs required due to Acts of God, lightning, vandalism, etc. will be billed at the Unplanned Outage price.

1.3 All services provided by DBT shall be performed by qualified field technicians having all required certifications and licenses required by the FAA and OSHA. DBT will also maintain a full Aviation Products and Liability Insurance policy for the term of the contract.

1.4 DBT shall record test results in a station log and maintain the required 6000 series records, copies of which will be provided to the FAA as required.

1.5 DBT shall make a best effort to maintain and repair all equipment. Customer acknowledges that components and equipment under contract may be obsolete rendering repair or restoration of equipment impossible.

2. Customer Responsibilities

2.1 Customer shall be responsible for monitoring the status of the systems following maintenance by DBT.

2.2 Customer shall be responsible for providing transportation and/or access for DBT personnel between the airport office and the location of the Equipment.

2.3 Customer shall be responsible for providing security in and around the Equipment to be maintained under the Agreement.

3.4 Customer shall be responsible for any loss or damage to the Equipment for reasons other than the fault of DBT Transportation Services.

3.5 Customer is responsible for providing any insurance Customer may desire to cover any such loss or damage due to Acts of God, disaster, lightning strike or accident involving the equipment.

3.6 Customer shall be responsible for the issuance of all NOTAMS (Notice to Airmen) relating to the status of the facilities to be maintained under this Agreement.

3.7 Customer shall be responsible for maintaining the grounds and keeping the vegetation low around the system to prevent interference with the sensing equipment.

3.8 Customer shall be responsible for the purchase of all replacement components for AWOS equipment.

3.9 Customer is responsible for checking power to the equipment before reporting any outage.

2.10 Customer is responsible for cleaning the lenses and keeping the lens surfaces clear of contaminate on a monthly basis. Cleaning should follow maintenance procedure of the equipment manufacture.

PLUMAS COUNTY
FAIR
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**John Steffanic, County Fair Manager**
MEETING DATE:	**June 6, 2023**
SUBJECT:	**Approve and authorize the Chair to sign an Agreement between the Plumas - Sierra County Fair and Adam Jones for a grandstand act at the 2023 Plumas Sierra County Fair, for FY 2023/2024; not to exceed $12,000.00; approved as to form by County Counsel.**

Recommendation:

1. To approve contract with Adam Jones for a grandstand act at the 2023 Plumas Sierra County Fair, July 30, for $12,000.

Background and Discussion:

This amount will be included in the 22-23 FY budget under entertainment. After trying musical acts several times over the past decade, we are trying a motorcycle stunt show. Adam Jones is a X-Game medalist. The Plumas Sierra County Fair Board has reviewed the act and voted to book it.

Action:

- To approve contract with Adam Jones for a grandstand act at the 2023 Plumas Sierra County Fair, July 30, for $12,000.

Fiscal Impact:

This amount will be included in the 22-23 FY budget under entertainment

Attachments:

1. jones

Services Agreement **E-11 2024**

This Agreement is made by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its **Fairgrounds** (hereinafter referred to as "County"), and **Adam Jones, a sole proprietor** (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 **Twelve thousand dollars ($12,000.00)**.

3. Term. The term of this agreement shall be from **July 1, 2023** through **August 30, 2023**, unless terminated earlier as provided herein.

4. Termination. Either party may terminate this agreement by giving thirty (30) days written notice to the other party.

5. Non-Appropriation of Funds. It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, the County shall have no liability to pay any further funds whatsoever to Contractor or furnish any other consideration under this Agreement and Contractor shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either cancel this Agreement with no further liability incurring to the County, or offer an amendment to Contractor to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution. Contractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.

6. Warranty and Legal Compliance. The services provided under this Agreement are non-exclusive and shall be completed promptly and competently. Contractor shall guarantee all parts and labor for a period of one year following the expiration of the term of this Agreement unless otherwise specified in Exhibit A. Contractor agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.

7. Amendment. This Agreement may be amended at any time by mutual agreement of the parties, expressed in writing and duly executed by both parties. No alteration of the terms of this Agreement shall be valid or binding upon either party unless made in writing and duly executed by both parties.

8. Indemnification. To the furthest extent permitted by law (including without limitation California Civil Code Sections 2782 and 2782.8, if applicable), County shall not be liable for, and Contractor shall defend and indemnify County and its officers, agents, employees, and volunteers (collectively "County Parties"), against any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorney's fees and court costs (hereinafter collectively referred to as "Claims"), which arise out of or are in any way connected to the work covered by this Agreement arising either directly or indirectly from any act, error, omission or negligence of Contractor or its officers, employees, agents, contractors, licensees or servants, including, without limitation, Claims caused by the concurrent negligent act, error or omission, whether active or passive of County Parties. Contractor shall have no obligation, however, to defend or indemnify County Parties from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of County Parties. The obligations of this indemnity shall be for the full amount of all damage to County, including defense costs, and shall not be limited by any insurance limits. The obligations of this Section 8 shall survive the expiration, termination or assignment of this Agreement.

9. Insurance. Contractor agrees to maintain the following insurance coverage throughout the term of this Agreement:

   a. Commercial general liability coverage at least as broad as the current Insurance Services Office (ISO) policy form #CG 00-01 (and professional liability, if applicable to the services provided), 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 and hired 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 and hired automobiles) shall meet the following requirements:

      i. Each policy shall be endorsed to name the County, its officers, officials, employees, representatives and agents, and the State of California, California Fair Services Authority, the District Agricultural Association, Plumas/Sierra County Fair, Lessor/sublessor if fair site is leased/subleased, Citrus Fruit Fair, or California and State Fair, and their officers, directors, employees, representatives and agents (collectively, for the purpose of this section 9, the "County Parties") 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 Parties, as the additional insureds; 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 Parties, including defense costs and damages; and

iv. Nothing herein shall be construed as limiting the extent to which Contractor may be held responsible for damages resulting from Contractor's operations, acts, omissions or negligence. Insurance coverage obtained in the minimum amounts specified above shall not relieve Contractor of liability in excess of such minimum coverage, nor shall it preclude the County from taking other actions available to it under this Agreement or by law, including but not limited to actions pursuant to Contractor's indemnity obligations; and

v. Contractor's policy shall be primary insurance as respects the County Parties. Any insurance policies or self-insurance coverage maintained by the County Parties shall be secondary and in excess of the Contractor's insurance and shall not contribute with it, and Contractor's 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 Parties before the County Parties own insurance policies or self-insurance shall be called upon to protect them as additional named insureds, and such policy shall contain any endorsements necessary to effectuate this provision.

d. Workers Compensation insurance in accordance with California state law. If the Contractor is exempt, they will complete the Worker's Compensation Exempt Statement, attached hereto and incorporated herein as Exhibit C.

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

10. Licenses and Permits. Contractor represents and warrants to County that it or its principals have all licenses, permits, qualifications, and approvals of whatsoever nature

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

11. Relationship of Parties. It is understood that Contractor is not acting hereunder as an employee of the County, but solely as an independent contractor. Contractor, by virtue of this Agreement, has no authority to bind, or incur any obligation on behalf of, County. Except as expressly provided in this Agreement, Contractor has no authority or responsibility to exercise any rights or power vested in County. It is understood by both Contractor and County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or joint venture.

12. Business-to-Business Relationship. Contractor represents and warrants that Contractor is an individual acting as a sole proprietor, or a business entity formed as a partnership, limited liability company, limited liability partnership, or corporation ("business service provider") that customarily provides services of the same nature as the services provided for County under this Agreement. Contractor represents and warrants that Contractor advertises these services to and contracts with entities other than County. Contractor represents and warrants that Contractor maintains a separate business location and has all required business licenses and tax registration, if any, in order to perform services under this Agreement. Contractor shall have the right to set their own hours and location of work, consistent with the nature of the services provided under this Agreement. Contractor shall determine the method, means and manner of performance of, but not limited to, such matters as outlined in Exhibit "A" without restriction by County. County is interested only in the results to be achieved from Contractor's performance of the services. Contractor shall provide their own resources and equipment and direct their operation in all respects when necessary to perform these services. Notwithstanding this Agreement, Contractor shall have the right to provide the same or similar services to entities other than the County without restriction. County shall have no authority, control, or liability regarding Contractor's performance or activities before or after each instance that Contractor may perform under this Agreement. Contractor will at all times indemnify and hold County, and their respective agents, contractors and employees harmless from any and all claims, damages, liabilities and costs (including attorneys' fees) arising out of any material breach by Contractor of any representation, warrant or agreement made by Contractor hereunder or arising out of Contractor's services.

13. Assignment. Contractor may not assign, subcontract, sublet, or transfer its interest in this Agreement without the prior written consent of the County.

14. Non-discrimination. Contractor agrees not to discriminate in the provision of service under this Agreement on the basis of race, color, religion, marital status, national origin, ancestry, sex, sexual orientation, physical or mental handicap, age, or medical condition.

15. Choice of Law. The laws of the State of California shall govern this agreement.

16. Interpretation. This agreement is the result of the joint efforts of both parties and their attorneys. The agreement and each of its provisions will be interpreted fairly, simply, and not strictly for or against either party.

17. Integration. This Agreement constitutes the entire understanding between the parties respecting the subject matter contained herein and supersedes any and all prior oral or written agreements regarding such subject matter.

18. Severability. The invalidity of any provision of this Agreement, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.

19. Headings. The headings and captions contained in this Agreement are for convenience only, and shall be of no force or effect in construing and interpreting the provisions of this Agreement.

20. Waiver of Rights. No delay or failure of either party in exercising any right, and no partial or single exercise of any right, shall be deemed to constitute a waiver of that right or any other right.

21. Conflict of Interest. The parties to this Agreement have read and are aware of the provisions of Government Code section 1090 *et seq.* and section 87100 *et seq.* relating to conflicts of interest of public officers and employees. Contractor represents that it is unaware of any financial or economic interest of any public officer or employee of County relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement and is later discovered by the County, the County may immediately terminate this Agreement by giving written notice to Contractor.

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

County:

Fairgrounds
County of Plumas
204 Fairgrounds Road
Quincy, CA 95971
Attention: John Steffanic

Contractor:

Top Gun FMX
2676 Becky Ave.
Minden, NV 89423
Attention: Adam Jones

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

30. If applicable, Contractor affirms that it has all necessary licenses and registrations required to perform work in California.

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

CONTRACTOR:

Adam Jones, a sole proprietor

By:_____
Name: Adam Jones
Date signed:

COUNTY:

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

By:_____
Name: John Steffanic
Title: CEO
Date signed:

By:_____
Name: Dwight Ceresola
Title: Board of Supervisors Chairman
Date signed:

ATTEST:

_____
Heidi White
Clerk of the Board

Approved as to form:

_____
Sara James
Deputy County Counsel II

EXHIBIT A

Scope of Work

CONTRACTOR AGREES:

1. **To provide general audience FREESTYLE MOTOCROSS MOTORCYCLE SHOW details in Exhibit D:**
   Saturday, July 29, 2023 in the Grandstands
   Showtime to be determined at the fair.

2. To furnish the Fair with a Certificate of Insurance for **Worker's Compensation and Liability Insurance as described in the attached sample Insurance Certificate or provide CFSA Master Insurance number and complete W-9 Form.**

3. To pay all expenses incurred by **themselves**, personal or otherwise.

EXHIBIT B

Fee Schedule

The Adam Jones will be paid Twelve Thousand Dollars ($12,000.00) for a grandstand performance on Saturday, July 29. Payment made at conclusion of show.

Fair will provide two motel rooms from Friday, July 28 through Sunday, July 30, 2023.

EXHIBIT C

WORKERS' COMPENSATION
EXEMPT STATEMENT

I HEREBY CERTIFY THAT I AM AN INDEPENDENT CONTRACTOR AND HAVE NO PAID OR VOLUNTEER EMPLOYEES AND THEREFORE, WORKERS' COMPENSATION INSURANCE WHICH IS REQUIRED FOR EACH CONTRACT AS STATED IN ITEM I.A.3 #c. WORKERS' COMPENSATION (CALIFORNIA FAIR SERVICES AUTHORITY INSURANCE REQUIREMENTS DATED 8/19), DOES NOT APPLY TO ME.

I AM AWARE THAT THIS STATEMENT IS FOR THE INTERNAL USE OF CFSA AND THE _____ FAIR AND DOES NOT ALTER THE WORKERS' COMPENSATION REQUIREMENTS IN THE LABOR CODE OF THE STATE OF CALIFORNIA DEFINING EMPLOYEES.

_____

Signature of Contractor

_____

Date signed

ATTACHMENT D

Promoter to provide two X Game motocross riders to perform jumps and stunts; provide all ramps, landing ramps, trailers and necessary equipment; conduct pre-show and post-show meet and greet; and offer trailer display.

PLUMAS COUNTY
PUBLIC HEALTH AGENCY
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Audrey Rice, Administrator Assistant II**
MEETING DATE:	**June 6, 2023**
SUBJECT:	**Approve and authorize the Chair to ratify and sign an Agreement between Plumas County Public Health Agency and John Oravetz, to provide technical support and assistance services to Plumas County Public Health Agency Ryan White Programs; effective February 1, 2023; not to exceed $9,000.00; no impact to the General Fund; approved as to form by County Counsel.**

Recommendation:
The Director of Public Health respectfully recommends that the Board of Supervisors approve and authorize the Chair to sign a contract with John Oravetz in the amount of $9,000.00.

Background and Discussion:
This contract with John Oravetz will provide technical support and assistance services to the Plumas County Public Health Agency Ryan White programs. Guidance around Ryan White Program claiming, invoicing and audit support in accordance to federal and state guidelines.

This contract is from February 1, 2023 through May 31,2023.

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

Action:

Approve and authorize the Chair to sign a contract with John Oravetz in the amount of $9,000.00, to provide technical support and assistance services to Plumas County Public Health Agency Ryan White Programs.

Fiscal Impact:

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

Attachments:
1. PARTC23ORAVETZ

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 PUBLIC HEALTH AGENCY (hereinafter referred to as "County"), and JOHN ORAVETZ, an individual (hereinafter referred to as "Sub Contractor").

The parties agree as follows:

1. Scope of Work. Sub Contractor shall provide the County with services as set forth in Exhibit A, attached hereto.

2. Compensation. County shall pay Sub 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 Sub Contractor under this Agreement shall not exceed Nine Thousand Dollars ($9,000.00).

3. Term. The term of this agreement shall be from February 1, 2023, through May 31, 2023, unless terminated earlier as provided herein. The County's Board of Supervisors hereby ratifies, and approves for payment, services provided by Sub Contractor from February 1, 2023, 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 Sub Contractor or furnish any other consideration under this Agreement and Sub 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 Sub 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. Sub 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. Sub 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. Sub 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 Sub 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 Sub Contractor or its officers, employees, agents, Sub Contractors, licensees or servants, including, without limitation, Claims caused by the concurrent negligent act, error or omission, whether active or passive of County Parties. Sub 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. Sub 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 Sub Contractor, as the named insured, shall also be available and applicable to the County, as the additional insured; and

iii. All of Sub 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. Sub 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 Sub 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 Sub 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.

e. If requested by County in writing, Sub 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. Sub Contractor shall require all Sub Contractors to comply with all indemnification and insurance requirements of this agreement, and Sub Contractor shall verify Sub Contractor's compliance.

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

13. Non-discrimination. Sub 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. Sub 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 Sub 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 Public Health Agency
    County of Plumas
    270 County Hospital Road, Ste. 206
    Quincy, CA 95971
    Attention: Nicole Reinert/Public Health Program Division Chief

    Sub Contractor:

    John Oravetz
    P. O. Box 599
    Quincy, CA 95971

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

23. Contract Execution. Each individual executing this Agreement on behalf of Sub Contractor represents that he or she is fully authorized to execute and deliver this Agreement.

24. Ukraine Sanctions. Pursuant to Executive Order N-6-22 Sub 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.

25. Suspension and Debarment. The County does not employ vendors or Sub 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 Sub Contractor is required to verify that none of the Sub 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).

a. The Sub 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.

b. This certification is a material representation of fact relied upon by the County. If it is later determined that the Sub 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.

c. 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.

26. 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 Sub 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.

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

SUB CONTRACTOR:

John Oravetz, an individual

By: _____
John Oravetz
Date signed: 5/12/23

COUNTY:

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

By: _____
Dana Loomis
Director
Date signed: 5/10/2023

By: _____
Dwight Ceresola
Chair, Plumas County Board of Supervisors
Date signed: _____

Attest:

By: _____
Heidi White
Clerk, Plumas County Board of Supervisors
Date signed: _____

Approved as to form:

_____ 5/10/2023
Joshua Brechtel
Deputy County Counsel

EXHIBIT A

Scope of Work

Sub Contractor agrees to provide the following technical support and assistance services to the Plumas County Public Health Agency Ryan White Programs, as requested, for the following:

- **Ryan White claiming including, but not exclusive of, preparation of claiming plans and invoicing in accordance with federal and state guidelines.**
- **Response to information requests by county, state, and federal agencies related to Plumas County Public Health Agency Ryan White Programs.**
- **Ryan White Programs including, but not exclusive of training.**
- **Audit support including, but not exclnsive of, audit preparation, site visit support and response to findings.**

EXHIBIT B

Fee Schedule

Invoicing and Payment:

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

A. Invoice(s) Shall:

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

B. Invoice(s) Schedule:

Sub Contractor will invoice on a monthly basis.

C. Invoice(s) shall be submitted for the Ryan White Programs to Nicole Reinert, Public Health Program Division Chief listed in this Agreement under General Provisions, 21. Notice Addresses.

D. Amounts Payable:

Sub Contractor shall be paid at the rate of $35 per hour. The amounts payable under this agreement shall not exceed Nine Thousand Dollars ($9000.00).

PLUMAS COUNTY
PUBLIC HEALTH AGENCY
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Audrey Rice, Administrator Assistant II**
MEETING DATE:	**June 6, 2023**
SUBJECT:	**Approve and authorize the Chair to sign an Agreement between Plumas County Public Health Agency and Mark Satterfield, M.D., to perform the duties of a County Health Officer/Medical Director for the Public Health Agency; effective July 1 , 2023; not to exceed $90,000.00; does not impact the General Fund; approved as to form by County Counsel.**

Recommendation:
The Director of Public Health respectfully recommends that the Board of Supervisors approve and authorize the Cahir to sign a contract with Mark Satterfield, M.D. in the amount of $90,000.00.

Background and Discussion:
The Public Health Agency has been utilizing Dr. Mark Satterfield as the County Health Officer/Medical Director for the Public Health Agency for several years. The local Health Officer performs many essential duties for the Agency relating to the development and implementation of various health outreach programs on behalf of the entire Plumas County.

This contract term is July 1, 2023 through June 30, 2024.

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

Action:

Approve and authorize the Chair to sign a contract with Mark Satterfield, M.D. in the amount of $90,000.00, to perform the duties of a County Health Officer/Medical Director for the Public Health Agency.

Fiscal Impact:

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

Attachments:
1. PCPHA2324MS

CONSULTANT SERVICES AGREEMENT
FOR
MARK SATTERFIELD, MD

This Agreement is made by and between the County of Plumas, by and through its Public Health Agency, a political subdivision of the State of California, hereinafter referred to as "County", and Mark Satterfield, MD, an individual, hereinafter referred to as "Consultant".

The parties agree as follows:

1. Scope of Work. Consultant shall provide the County with services as set forth in Exhibit A, attached hereto.

2. Compensation. County shall pay Consultant for the Work in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Consultant under this Agreement shall not exceed Ninety Thousand Dollars and No/100 ($90,000.00) (hereinafter referred to as the "Contract Amount").

3. Term. The term of this agreement shall be from July 1, 2023 through June 30, 2024, unless terminated earlier as provided herein.

4. Termination. Either party may terminate this agreement by giving thirty (30) days written notice to the other party.

5. Non-Appropriation of Funds. It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, the County shall have no liability to pay any further funds whatsoever to Consultant or furnish any other consideration under this Agreement and Consultant shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either cancel this Agreement with no further liability incurring to the County, or offer an amendment to Consultant to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution. Consultant acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.

6. Warranty and Legal Compliance. The services provided under this Agreement are non-exclusive and shall be completed promptly and competently. Consultant shall guarantee all parts and labor for a period of one year following the expiration of the term of this Agreement unless otherwise specified in Exhibit A. Consultant agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.

7. Amendment. This Agreement may be amended at any time by mutual agreement of the parties, expressed in writing and duly executed by both parties. No alteration of the terms of

this Agreement shall be valid or binding upon either party unless made in writing and duly executed by both parties.

8. Indemnification. To the furthest extent permitted by law (including without limitation California Civil Code Sections 2782 and 2782.8, if applicable), County shall not be liable for, and Consultant shall defend and indemnify County and its officers, agents, employees, and volunteers (collectively "County Parties"), against any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics; liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorney's fees and court costs (hereinafter collectively referred to as "Claims"), which arise out of or are in any way connected to the work covered by this Agreement arising either directly or indirectly from any act, error, omission or negligence of Consultant or its officers, employees, agents, Consultants, licensees or servants, including, without limitation, Claims caused by the concurrent negligent act, error or omission, whether active or passive of County Parties. Consultant shall have no obligation, however, to defend or indemnify County Parties from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of County Parties. The obligations of this indemnity shall be for the full amount of all damage to County, including defense costs, and shall not be limited by any insurance limits.

9. Insurance. Consultant agrees to maintain the following insurance coverage throughout the term of this Agreement:

   a. Commercial general liability (and professional liability, if applicable to the services provided) coverage, with minimum per occurrence limit of the greater of (i) the limit available on the policy, or (ii) one million dollars ($1,000,000).

   b. Automobile liability coverage (including non-owned automobiles), with minimum bodily injury limit of the greater of (i) the limit available on the policy, or (ii) two-hundred fifty thousand dollars ($250,000) per person and five hundred thousand dollars ($500,000) per accident, as well as a minimum property damage limit of the greater of (i) the limit available on the policy, or (ii) fifty thousand dollars ($50,000) per accident.

   c. Each policy of commercial general liability (and professional liability, if applicable to the services provided) coverage and automobile liability coverage (including non-owned automobiles) shall meet the following requirements:

      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 Consultant, as the named insured, shall also be available and applicable to the County, as the additional insured; and

iii. All of Consultant's available insurance proceeds in excess of the specified minimum limits shall be available to satisfy any and all claims of the County, including defense costs and damages; and

iv. Any insurance limitations are independent of and shall not limit the indemnification terms of this Agreement; and

v. Consultant's policy shall be primary insurance as respects 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 Consultant's insurance and shall not contribute with it, and such policy shall contain any endorsements necessary to effectuate this provision. The primary and non-contributory endorsement shall be at least as broad as ISO Form 20 01 04 13; and

vi. To the extent that Consultant carries any excess insurance policy applicable to the work performed under this Agreement, such excess insurance policy shall also apply on a primary and non-contributory basis for the benefit of 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, Consultant shall furnish a certificate of insurance satisfactory to County as evidence that the insurance required above is being maintained. Said certificate of insurance shall include a provision stating that the insurers will not cancel the insurance coverage without thirty (30) days' prior written notice to 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. Consultant shall require all Consultants to comply with all indemnification and insurance requirements of this agreement and Consultant shall verify Consultant's compliance.

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

Consultant represents that it holds a current active license as a Physician and Surgeon, issued by the State of California, License Number G62328.

11. Relationship of Parties. It is understood that Consultant is not acting hereunder as an employee of the County, but solely as an independent Consultant. Consultant, by virtue of this Agreement, has no authority to bind, or incur any obligation on behalf of, County. Except as expressly provided in this Agreement, Consultant has no authority or

responsibility to exercise any rights or power vested in County. It is understood by both Consultant and County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or joint venture.

12. Statement of Occupation. Contractor represents and warrants that Contractor is engaged in a profession described by California Labor Code section 2783 as a physician. Contractor represents and warrants that Contractor maintains a separate business location and has all required business licenses and tax registration, if any, in order to perform services under this Agreement. Contractor shall have the right to set their own hours and location of work, consistent with the nature of the services provided under this Agreement. Contractor shall determine the method, means and manner of performance including, but not limited to, such matters as outlined in Exhibit "A" without restriction by County. County is interested only in the results to be achieved from Contractor's performance of the services Contractor shall provide their own resources and equipment and direct their operation in all respects when necessary to perform these services. Notwithstanding this Agreement, Contractor shall have the right to provide the same or similar services to entities other than County without restriction, and holds themselves out to as available to perform the same type of work. County shall have no authority, control, or liability regarding Contractor's performance or activities before or after each instance, wherein, Contractor may perform under this Agreement. Contractor will at all times indemnify and hold County, and their respective agents, contractors and employees harmless from any and all claims, damages, liabilities and costs (including attorneys' fees) arising out of any material breach by Contractor of any representation, warrant or agreement made by Contractor hereunder or arising out of Contractor's services.

13. Assignment. Consultant may not assign, subcontract, sublet, or transfer its interest in this Agreement without the prior written consent of the County.

14. Non-discrimination. Consultant agrees not to discriminate in the provision of service under this Agreement on the basis of race, color, religion, marital status, national origin, ancestry, sex, sexual orientation, physical or mental handicap, age, or medical condition.

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. Consultant represents that it is unaware of any financial or economic interest of any public officer or employee of County relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement and is later discovered by the County, the County may immediately terminate this Agreement by giving written notice to Consultant.

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.

IF TO CONSULTANT:	IF TO COUNTY:
Mark Satterfield, MD 5353 Chandler Road Quincy, California 95971 (530) 283-2121	County of Plumas Public Health Agency 270 County Hospital Road, Suite 206 Quincy, CA 95971

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

24. Contract Execution. Each individual executing this Agreement on behalf of Consultant represents that he or she is fully authorized to execute and deliver this Agreement.

25. Retention of Records. Pursuant to California Government Code section 8546.7, the performance of any work under this Agreement is subject to the examination and audit of the State Auditor at the request of the County or as part of any audit of the County for a period of three years after final payment under the Agreement. Each party hereto shall retain all records relating to the performance and administration of this Agreement for three years after final payment hereunder, and Consultant 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.

[SIGNATURES TO FOLLOW ON NEXT PAGE]

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

CONSULTANT: Mark Satterfield, MD an individual

By:_____ Date: 5/18/23
Mark Satterfield, MD

COUNTY OF PLUMAS:

By:_____ Date: 5/12/2023
Dana Loomis, Director
Plumas County Public Health Agency

By:_____ Date:_____
Dwight Ceresola
Chair, Plumas County Board of Supervisors

Attest:

By:_____ Date:_____
Heidi White
Clerk, Plumas County Board of Supervisors

Approved as to form:

_____ Date: 5/12/2023
Joshua Brechtel
Deputy County Counsel

EXHIBIT A - SCOPE OF WORK

Physician agrees to perform, in an efficient and professional manner, all duties and services of a County Health Officer/Medical Director including but not limited to the following:

1. Represent Plumas County Local Health Jurisdiction as an active member of California Conference of Local Health Officers Association.

2. Act as Health Officer on a consulting basis to PCPHA, providing medical oversight, recommendations, and protocols for public health programs.

3. Act as Health Officer on a consulting basis to local health care providers, and other physicians of agencies in or out of County, as necessary to meet the standards of Federal, State, and local laws.

4. Enforce and observe all laws pertaining to public and environmental health as promulgated by the County, state or federal government.

5. Direct the detection and control of communicable diseases, sexually transmitted diseases and tuberculosis; consult with physicians, nurses, patients, staff members, other county departments, agencies, or other individuals in the diagnosis of, and investigation of, cases of suspected communicable diseases and to exchange information or provide recommendations; takes measures to prevent and control epidemics.

6. Be available by pager, electronic mail, or telephone when not on site to respond to requests for information and assistance.

7. Act as employee health physician, performs physical examinations and medical evaluations in compliance with all appropriate and pertaining laws.

8. Perform other duties as mutually agreed upon by the Director of Plumas County Public Health Agency, or defined in Health & Welfare Code, Public Health Emergency Preparedness Plan or related County Codes.

9. Assessing, and implementing health officer orders authorized under declared public health emergencies.

10. Providing medical oversight and direction to regional healthcare organizations and providers during pandemics and other public health emergencies.

11. Liaise with community partners and provide guidance for safe operation during emergencies

12. Review infectious disease cases and clusters and provide guidance to internal and external response partners.

13. Represent PCPHA Health Officer perspective during emergencies to state and local officials

14. The local Health Officer will conduct activities, such as outreach, case finding, and provider education in regards to the local MCAH program and its utilization for their patient's thus increasing access to services for our vulnerable population.

Implementation Activities

1.1 The local Health Officer will provide information on MCAH services and referrals to the MCAH population through:

- Activities that facilitate early and continuous access to medical care and services, such as, outreach, case finding, and provider education
- Education to providers and partners on identification of local high risk populations and prioritization of these populations for outreach and referral services for medical care

Evaluation Process or Outcomes

1.1.1 Document outreach and education provided to the medical community as well as other service providers for our vulnerable populations.

1.2 The Health Officer will continue to promote community wide collaboration in the development and implementation of outreach programs and will work to assure that services are provided in a culturally sensitive manner with no duplication of services.

Evaluation Process or Outcomes

1.2.1 Complete and submit Form 4, MCAH Related Collaborative, with the Annual Report to document participation of MCAH staff in MCAH-related collaborative.

Act as the medical director of the Mountain Counties HIV Early Intervention Services program. The Medical Director reports to the EIS Project Director and provides expert medical oversight and program development to the EIS Program.

JOB DUTIES AND RESPONSIBILITIES:

1. Responsible for the overall quality of medical care being provided to PCPHA EIS patients. Including providing consultation to the CQI/Program Coordinator and the Patient Coordinators as part of the EIS multidisciplinary team, providing medical direction and leadership for the EIS program.

2. Works with the Project Director to develop HIV providers' education plan and requirements.

3. Oversees Continuous Quality Improvement to assure that care meets current standards and that deficiencies are identified and addressed.

KNOWLEDGE AND ABILITIES:

1. Considerable knowledge of the principles and methods of HIV/AIDS medical care and general medicine.

2. Knowledge of current developments in the field of HIV primary care and community HIV care resources.

3. Knowledge of health services organization and procedures.

4. Graduation from an approved medical school, supplemented by the satisfactory completion of an approved residency and possession of a valid license to practice medicine in the State of California.

EXHIBIT B – COMPENSATION

Invoicing and Payment:

1. PCPHA shall pay Consultant the sum of Seven Thousand Five Hundred Dollars ($7,500.00) per month as the exclusive compensation under this agreement beginning July 1, 2023 and ending June 30, 2024. Contract shall not exceed Ninety Thousand Dollars ($90,000.00).

2. All travel will be pre-approved by the Director of Public Health and will be reimbursed with original receipts and/or per diem.

Certificates of Insurance:

1. County shall pay for and maintain professional malpractice insurance from CSAC Excess Insurance Authority covering the Physician, **but only with respect to work performed for the County under this Agreement and any extension or continuation of the Agreement.**

2. Physician shall carry at his sole expense, personal automobile liability insurance consistent with the insurance requirements listed in this Agreement (Item 9.0 Insurance).

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"), MARK SATTERFIELD M.D., an Individual, referred to herein as Business Associate ("BA"), dated July 1, 2015.

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 is was disclosed to such third party, and (ii) a written agreement from such third party to immediately notify BA of any breaches of confidentiality of the Protected Information, to the extent it has obtained knowledge of such breach [42 U.S.C. Section 17932; 45 C.F.R. Sections 164.504(e)(2)(i), 164.504(e)(2)(i)(B), 164.504(e)(2)(ii)(A) and 164.504(e)(4)(ii)].

c. **Prohibited Uses and Disclosures.** BA shall not use or disclose Protected Information for fundraising or marketing purposes. BA shall not disclose Protected Information to a health plan for payment or health care operations purposes if the patient has requested this special restriction, and has paid out of pocket in full for the health care item or service to which the PHI solely relates [42 U.S.C. Section 17935(a)]. BA shall not directly or indirectly receive remuneration in exchange for Protected

Information, except with the prior written consent of CE and as permitted by the HITECH Act, 42 U.S.C. section 17935(d)(2); however, this prohibition shall not affect payment by CE to BA for services provided pursuant to the Contract.

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

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

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

g. **Access to Protected Information.** BA shall make Protected Information maintained by BA or its agents or Consultants in Designated Record Sets available to CE for inspection and copying within ten (10) days of a request by CE to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.524 [45 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 Consultants shall make such Protected Information available to CE for amendment and incorporate any such amendment to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.526. If any individual requests an amendment of Protected Information directly from BA or its agents or Consultants, BA must notify CE in writing within five (5) days of the request. Any approval or denial of amendment of Protected Information maintained by BA or its agents or Consultants shall be the responsibility of CE [45 C.F.R. Section 164.504(e)(2)(ii)(F)].

i. **Accounting Rights.** Promptly upon any disclosure of Protected Information for which CE is required to account to an individual, BA and its agents or Consultants shall make available to CE the information required to provide an accounting of disclosures to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.528, and the HITECH Act, including but not limited to 42 U.S.C. Section 17935(c), as determined by CE. BA agrees to implement a process that allows for an accounting to be collected and maintained by BA and its agents or Consultants for at least six (6) years prior to the request. At a minimum, the information collected and maintained shall include: (i) the date of disclosure; (ii) the name of the entity or person who received

Protected Information and, if known, the address of the entity or person; (iii) a brief description of Protected Information disclosed and (iv) a brief statement of purpose of the disclosure that reasonably informs the individual of the basis for the disclosure, or a copy of the individual's authorization, or a copy of the written request for disclosure. In the event that the request for an accounting is delivered directly to BA or its agents or Consultants, BA shall within five (5) days of a request forward it to CE in writing. It shall be CE's responsibility to prepare and deliver any such accounting requested. BA shall not disclose any Protected Information except as set forth in Sections 2.b. of this Addendum [45 C.F.R. Sections 164.504(e)(2)(ii)(G) and 165.528].

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

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

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

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

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

o. **Audits, Inspection and Enforcement.** Within ten (10) days of a written request by CE, BA and its agents or Consultants shall allow CE to conduct a reasonable inspection of the facilities, systems, books, records, agreements, policies and procedures relating to the use or disclosure of Protected Information pursuant to this Agreement for the purpose of determining whether BA has complied with this Agreement; provided, however, that (i) BA and CE shall mutually agree in advance upon the scope, timing and location of such an inspection, (ii) CE shall protect the confidentiality of all confidential and proprietary information of BA to which CE has access during the course of such inspection; and (iii) CE shall execute a nondisclosure agreement, upon terms mutually agreed upon by the parties, if requested

by BA. The fact that CE inspects, or fails to inspect, or has the right to inspect, BA's facilities, systems, books, records, agreements, policies and procedures does not relieve BA of its responsibility to comply with this Agreement, nor does CE's (i) failure to detect or (ii) detection, but failure to notify BA or require BA's remediation of any unsatisfactory practices, constitute acceptance of such practice or a waiver of CE's enforcement rights under the Contract or Agreement, BA shall notify CE within ten (10) days of learning that BA has become the subject of an audit, compliance review, or complaint investigation by the Office for Civil Rights

3. **Termination**

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

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

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

4. **Disclaimer**

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

5. **Certification**

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

6. **Amendment**

The parties acknowledge that state and federal laws relating to data security and privacy are rapidly evolving and that amendment of the Agreement may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule and other applicable laws relating to the security or confidentiality of PHI. The parties understand

and agree that CE must receive satisfactory written assurance from BA that BA will adequately safeguard all Protected Information. Upon the request of either party, the other party agrees to promptly enter into negotiations concerning the terms of an amendment to this Agreement embodying written assurances consistent with the standards and requirements of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule or other applicable laws. CE may terminate the Contract upon thirty (30) days written notice in the event (i) BA does not promptly enter into negotiations to amend the Agreement when requested by CE pursuant to this Section or (ii) BA does not enter not enter into an amendment to the Agreement providing assurances regarding the safeguarding of PHI that CE, in its sole discretion, deems sufficient to satisfy the standards and requirements of applicable laws.

7. **Assistance in Litigation of Administrative Proceedings**

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

8. **No Third-Party Beneficiaries**

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

9. **Interpretation**

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

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

COVERED ENTITY	BUSINESS ASSOCIATE
County of Plumas, a political subdivision of the State of California	Mark Satterfield, MD, an individual
Name: Dana Loomis	Name: Mark Satterfield, MD
Title: Director, Public Health Agency	Title: Plumas County Health Officer.
Signature:	Signature:
Date: 5/12/2023	Date: 5/8/23.

PLUMAS COUNTY
PUBLIC HEALTH AGENCY
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Audrey Rice, Administrator Assistant II**
MEETING DATE:	**June 6, 2023**
SUBJECT:	**Adopt a RESOLUTION to accept and approve an Amendment to subcontract number AP-2223-03 from Chico State Enterprises to accept funding in the amount of $34,221.00, and authorize the director of Public Health to sign; (no impact on the general fund); approved as to form by County Counsel.**

Recommendation:

The Director of Public Health respectfully recommends that the Board of Supervisors approve a Resolution authorizing the Director of Public Health to accept extra funding of up to $34,221.00 from a variety of state and federal funding sources.

Background and Discussion:

As the Board is aware, the Plumas County Public Health Agency has regularly received funding from Chico State Enterprises to provide services according to Title III and Title IV Programs to meet the needs of California's older adult population.

The attached Resolution has been approved to form by County Counsel.

Action:

Adopt a Resolution to accept and approve an Amendment to subcontract number AP-2223-03 from Chico State Enterprises in the amount of $34,221.00 and authorize the director of Public Health to sign.

Fiscal Impact:

No fiscal impact to the general fund.

Attachments:

1. 23-314 FINAL
2. 23-314 Plumas OAA Budget FY2223-FINAL
3. 23-314 amendment FINAL

RESOLUTION NO. 23-_____

RESOLUTION TO ACCEPT AND APPROVE AMENDMENT TO SUBCONTRACT NUMBER AP-2223-03 FROM CHICO STATE ENTERPRISES IN THE AMOUNT OF $34,221.00 AND AUTHORIZE THE DIRECTOR OF PUBLIC HEALTH TO SIGN.

WHEREAS, Chico State Enterprises and the County of Plumas entered into a subcontract on July 1, 2022 to provide services according to Title III and Title Iv Programs to meet the needs of California's older adult population; and

WHEREAS, Chico State Enterprises, pursuant to the Federal Passthrough Award, AP-2223-03 (Prime), will provide extra funding of up to $34,221.00 from a variety of state and federal funding sources;

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

Approve Amendment to Subcontract Agreement Number AP-2223-03 from Chico State Enterprises in the amount of $34,221.00 for Fiscal Year 2022-23 and authorize the Director of Public Health to sign the Amendment to Subcontract and all future Amendments to said Subcontract Number AP-2223-03.

The forgoing Resolution was duly passed and adopted by the Board of Supervisors, County of Plumas, State of California, at a regular meeting of said Board held on the day of June 6, 2023, by the following vote:

Ayes:

Noes:

Absent:

Abstain:

_____

Chair, Plumas County Board of Supervisors

Attest:

_____

Clerk, Plumas County Board of Supervisors

Approved as to form:

Joshua Brechtel
Deputy County Counsel

TITLE III B TRANSPORTATION SERVICES BUDGET

Agency: County of Plumas
Budget Period: July - June (12 months)
Fiscal Year: 22/23 (x) Original Budget ( ) Revision No. ___
Date: 8/22/2022

		(a) Budgeted		
COST CATEGORY		Costs	(b) Regular	(c) Assisted
(1) Personnel	Cash	$32,000	$21,120	$10,880
	In-Kind	$0	$0	$0
(2) Travel/Training	Cash	$0	$0	$0
	In-Kind	$0	$0	$0
(3) Equipment*	Cash	$0	$0	$0
	In-Kind	$0	$0	$0
(4) Vehicle Operating Costs	Cash	$3,550	$2,343	$1,207
	In-Kind	$0	$0	$0
(5) Other Costs	Cash	$850	$564	$286
	In-Kind	$14,400	$9,504	$4,896
(6) Total Direct Costs	Cash	$36,400	$24,027	$12,373
	In-Kind	$14,400	$9,504	$4,896
(7) Indirect Costs @ 10% MAX	Cash	$0	$0	$0
	In-Kind	$0	$0	$0
(8) TOTAL ALL COSTS	Cash	$36,400	$24,027	$12,373
	In-Kind	$14,400	$9,504	$4,896

		(d) Budgeted		
FUNDING CATEGORY		Funds	(e) Regular	(f) Assisted
(9) Non-Matching	Cash	$0	$0	$0
	In-Kind	$0	$0	$0
(10) Matching	Cash	$0	$0	$0
	In-Kind	$14,400	$9,504	$4,896
(11) Grant Related Income	Cash	$6,400	$4,224	$2,176
	In-Kind	$0	$0	$0
(12) Title III Grant Funds	Cash	$30,000	$20,000	$10,000
	In-Kind	$0	$0	$0
(13) TOTAL FUNDING	Cash	$36,400	$24,224	$12,176
	In-Kind	$14,400	$9,504	$4,896

UNIT COST		(g) OVERALL	(h) Regular	(i) Assisted
(14) Total Cost		$50,800	$33,531	$17,269
(15) Total Units of Service		3,450	2,000	1,450
(16) Cost/Unit of Service		14.72463768	$16.77	$11.91

MATCH CHECK		(j) OVERALL	(k) Regular	(l) Assisted
(17) Total Match		$14,400	$9,504	$4,896
10.53% Minimum		28%	28%	28%

* (!) EQUIPMENT VALUED OVER $4,999 REQUIRES PRIOR APPROVAL FROM PASSAGES AND MUST BE ADDED TO TAB AAA3 122P

IIIC1: CONGREGATE NUTRITION SERVICES BUDGET

Agency: County of Plumas

Budget Period: July - June (12 months) (x) Original Budget ( ) Revision No. ___ Date: 8/22/2022

Fiscal Year: 22/23

		Activities							
	(a) Budgeted	Meals		Program Management		Nutrition Education		Other	
COST CATEGORY	Costs	(b) Cash	(c) In-Kind	(d) Cash	(e) In-Kind	(f) Cash	(g) In-Kind	(h) Cash	(i) In-Kind
(1) Personnel	$85,582	$85,582							
(2) Travel/Training	$0								
(3) Equipment*	$0								
(4) Consultants	$1,500					$1,500			
(5) Catered Food	$0								
(6) Raw Food	$85,396	$85,396							
(7) Other Costs	$20,000	$20,000							
(8) Total Direct Costs	$192,478	$190,978	$0	$0	$0	$1,500	$0	$0	$0
(9) Indirect Costs	$0								
(10) Total Cash/In-Kind	$192,478	$190,978	$0	$0	$0	$1,500	$0	$0	$0
(11) TOTAL ALL COSTS	$192,478	$190,978		$0		$1,500		$0	

	(J) Budgeted		
FUNDING CATEGORY	Funds	(k) Cash	(l) In-Kind
(12) USDA NSIP	$8,851	$8,851	
(13) Non-Matching	$0	$0	$0
(14) Matching	$20,000	$20,000	$0
(15) Grant Related Income	$45,000	$45,000	
(16) State GF IIIC1 Funds**	$36,789	$36,789	
(17) Federal IIIC1 Grant Funds***	$82,838	$82,838	
(18) TOTAL FUNDING	$193,478	$193,478	$0

Cost/Meal by Activities	$	%
(18) Meals	$7.58	99.22%
(19) Program Mgmt.	$0.00	0.00%
(20) Nutrition Educ	$0.06	0.78%
(21) Other	$0.00	0.00%
(22) TOTAL	$7.64	100%

Cost/Meal by Cost Category	$	%
(23) Personnel	$3.40	44.46%
(24) Travel/Training	$0.00	0.00%
(25) Equipment	$0.00	0.00%
(26) Consultants	$0.06	0.78%
(27) Catered Food	$0.00	0.00%
(28) Raw Food	$3.39	44.37%
(29) Other Costs	$0.79	10.39%
(30) Indirect Costs	$0.00	0.00%
(31) TOTAL	$7.64	100%

Match (10.53% Minimum): 10.34%

Funding Per Meal	$	%
(32) N.S.I.P.	$0.35	4.57%
(33) Non-Matching	$0.00	0.00%
(34) Matching	$0.79	10.34%
(35) Grant Related	$1.79	23.26%
(36) Title III Grant	$4.75	61.83%
(37) TOTAL	$7.68	100%

Contracted # of Meals:
25201

* (!) IT EQUIPMENT OR EQUIPMENT VALUED OVER $4999 REQUIRES PRIOR APPROVAL FROM PASSAGES AND MUST BE ADDED TO TAB AAA3 122P

** Include all State Funds (State GF, State GF Augmentation, and any baseline adjustments) in this field

*** Include all non-USDA Federal funds (Federal, Federal OTO, and any baseline adjustments) in this field

Modifications in red

IIIC2: HOME DELIVERED NUTRITION SERVICES BUDGET

Agency: County of Plumas

Budget Period: July - June (12 months) (x) Original Budget ( ) Revision No. ___ Date: 8/22/2022

Fiscal Year: 22/23

		Activities							
	(a) Budgeted	Meals		Program Management		Nutrition Education		Other	
COST CATEGORY	Costs	(b) Cash	(c) In-Kind	(d) Cash	(e) In-Kind	(f) Cash	(g) In-Kind	(h) Cash	(i) In-Kind
(1) Personnel	$115,000	$115,000							
(2) Travel/Training	$0								
(3) Equipment*	$0								
(4) Consultants	$1,500					$1,500			
(5) Catered Food	$0								
(6) Raw Food	$149,394	$149,394							
(7) Other Costs	$45,000	$45,000							
(8) Total Direct Costs	$310,894	$309,394	$0	$0	$0	$1,500	$0	$0	$0
(9) Indirect Costs	$0								
(10) Total Cash/In-Kind	$310,894	$309,394	$0	$0	$0	$1,500	$0	$0	$0
(11) TOTAL ALL COSTS	$310,894	$309,394		$0		$1,500		$0	

	(J) Budgeted		
FUNDING CATEGORY	Funds	(k) Cash	(l) In-Kind
(12) USDA NSIP	$14,362	$14,362	
(13) Non-Matching	$0		
(14) Matching	$32,000	$32,000	
(15) Grant Related Income	$45,000	$45,000	
(16) State GF IIIC2 Funds**	$184,710	$184,710	
(17) Federal IIIC2 Grant Funds***	$34,822	$34,822	
(18) TOTAL FUNDING	$310,894	$310,894	$0

Cost/Meal by Activities	$	%
(18) Meals	$15.77	99.52%
(19) Program Mgmt.	$0.00	0.00%
(20) Nutrition Educ	$0.08	0.48%
(21) Other	$0.00	0.00%
(22) TOTAL	$15.85	100%

Cost/Meal by Cost Category	$	%
(23) Personnel	$5.86	36.99%
(24) Travel/Training	$0.00	0.00%
(25) Equipment	$0.00	0.00%
(26) Consultants	$0.08	0.48%
(27) Catered Food	$0.00	0.00%
(28) Raw Food	$7.62	48.05%
(29) Other Costs	$2.29	14.47%
(30) Indirect Costs	$0.00	0.00%
(31) TOTAL	$15.85	100%

Match (10.53% Minimum): 10%

Funding Per Meal	$	%
(32) N.S.I.P.	$0.73	4.62%
(33) Non-Matching	$0.00	0.00%
(34) Matching	$1.63	10.29%
(35) Grant Related	$2.29	14.47%
(36) Title III Grant	$11.19	70.61%
(37) TOTAL	$15.85	100%

Contracted # of Meals:
19614

* (!) IT EQUIPMENT OR EQUIPMENT VALUED OVER $4999 REQUIRES PRIOR APPROVAL FROM PASSAGES AND MUST BE ADDED TO TAB AAA3 122P

** Include all State Funds (State GF, State GF Augmentation, and any baseline adjustments) in this field

*** Include all non-USDA Federal funds (Federal, Federal OTO, and any baseline adjustments) in this field

Modifications in red

Area Agency on Aging, PSA 3
3B-3C Services Budget
AAA 3 122P (Oct. 2017)

AREA PLAN PROPERTY / EQUIPMENT JUSTIFICATION

PROPERTY AUTHORIZATION BUDGET SUPPLEMENT AREA PLAN PROPERTY/EQUIPMENT JUSTIFICATION

BUDGET PERIOD: PROVIDER: CONTRACT NO.: DATE: PSA # 03

ITEM DESCRIPTION	PURPOSE/JUSTIFICATION Property/Equipment with a per unit price of $5,000 or more requires CDA prior approval Describe use and need - Property must be reasonable and necessary to program operation	PER UNIT COST	QTY	FUNDING USED	TOTAL COST
SUBRECIPIENT CONTRACTOR PROPERTY / EQUIPMENT					

SUBCONTRACT

SUBCONTRACT NUMBER **AP 2223-03 S005**	AM. NO. **1**
CONTRACTOR IDENTIFICATION NUMBER	

THIS SUBCONTRACT, made and entered into July 1, 2022, in the State of California, by and between **Chico State Enterprises,** hereafter called **Contractor**, and **County of Plumas**, hereafter **called Subcontractor.**

Contractor, on behalf of its program the Area 3 Agency on Aging (AAA), has received a Federal Passthrough Award, AP-2223-03 (Prime), from California Department of Aging to provide services according to Title III and Title VII Programs to meet the needs of California's older adult population. Contractor is entering into this subcontract with Subcontractor in order to facilitate the goals and objectives set forth in the Prime.

Subcontractor agrees at its own expense to furnish all equipment, labor and materials necessary to provide Funder with the services as follows: the term of this Subcontract shall commence **7/1/2022** and will end **6/30/2023**. The maximum amount of this Subcontract is **$392,372** from the following funding sources:

Funding Group 1	C1 Nutrition	C2 Nutrition
Federal	$ 68,442	$ 14,997
State General Fund	$ 10,696	$ 35,689
State GF Augmentation	$ 26,093	$ 149,021
USDA NSIP	$ 8,851	$ 14,362
Total Groups (base agreement)	**$114,082**	**$ 214,069**
Amendment #1 Federal OTO	**$ 14,396**	**$ 19,825**
Total Groups with Am 1	**$128,478**	**$ 233,894**

Funding Group IIIB	Transportation
Federal	$ 30,000
Total Group	**$ 30,000**

Revised Total **Base Agreement $358,151 + $14,396 + $19,825 = $392,372**

Subcontractor agrees to provide Nutrition services. The parties agree to comply with the terms and conditions in the original Subcontract Agreement by this reference:

All matters related to the scope of work and terms and conditions remain consistent with the fully executed base agreement.

CONTRACTOR	**SUBCONTRACTOR**
CHICO STATE ENTERPRISES	**County of Plumas**
BY: (AUTHORIZED SIGNATURE)	BY: (AUTHORIZEDSIGNATURED
PRINTED NAME AND TITLE OF PERSON SIGNING Mary Sidney Chief Executive Officer	PRINTED NAME AND TITLE OF PERSON Dana Loomis
ADDRESS/E-MAIL 25 Main Street, Suite 203, CA 95929-0246 msidney@csuchico.edu	ADDRESS/E-MAIL 270 County Hospital Road Ste 206 Quincy CA 95971 danaloomis@countyofplumas.com

Approved as to form:
Joshua Brechtel
Deputy County Counsel

PLUMAS COUNTY
PUBLIC HEALTH AGENCY
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Audrey Rice, Administrator Assistant II**
MEETING DATE:	**June 6, 2023**
SUBJECT:	**Approve and authorize the Department of Public Health to recruit and fill, funded and allocated; one (1) extra-help Assistant Cook position for the Senior Services program at the Portola site, vacancy due to resignation; no impact to the general fund.**

Recommendation:

The Director of Public Health respectfully recommends that the Board of Supervisors authorize the Department to fill the vacancy of one (1) extra-help Assistant Cook for the Senior Nutrition Program at the Portola site.

Background and Discussion:

There is a need to hire a new extra-help Assistant Cook at the Portola site. The extra-help position is needed due to the previous cook resigning. The Department of Public Health is requesting to fill this vacancy.

The appropriate Critical Staffing Questionnaires and Departmental Organizational Chart are attached.

Action:

Approve and authorize the Department of Public Health to recruit and fill, funded and allocated; one (1) extra-help Assistant Cook position for the Senior Services program at the Portola site; vacancy due to resignation.

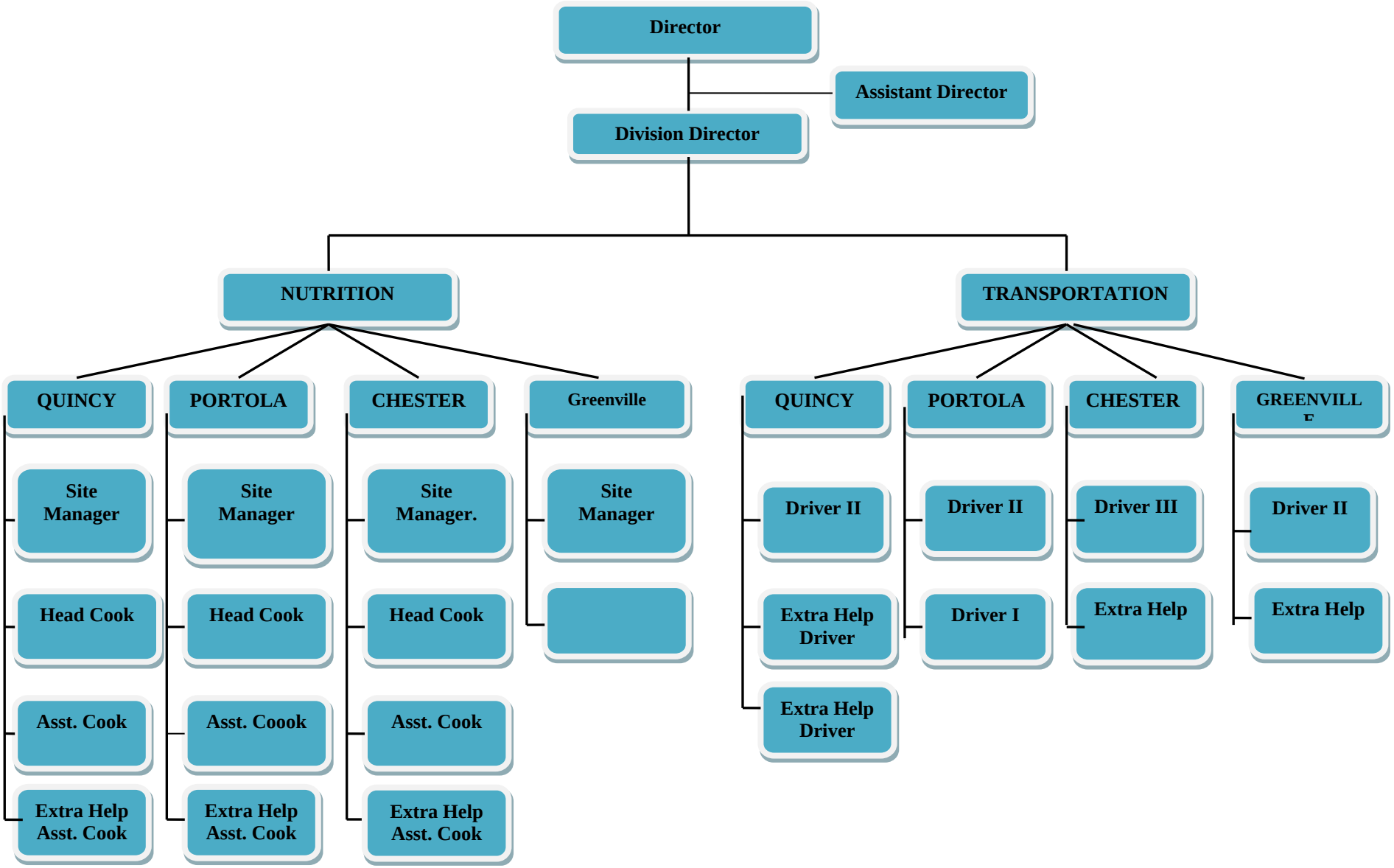
Fiscal Impact:

These positions can be funded as allocated in the FY22/23 Public Health budget that was adopted on September 20,2022.

Attachments:

1. 4-Seniors Nutrition & Transportation
2. Critical Staffing Request Asst Cook 7_26_22

PLUMAS COUNTY PUBLIC HEALTH AGENCY
SENIOR NUTRITION & TRANSPORTATION DIVISION
4



07/01/2021

QUESTIONS FOR STAFFING CRITICAL POSITIONS WHICH ARE CURRENTLY ALLOCATED.

Assistant Cook/Extra-help Assistant Cook / Public Health Agency

- Is there a legitimate business, statutory or financial justification to fill the position?
  Assistant Cooks aid with cooking, packaging, serving, as well as cleaning at the site and filling in as the Head Cook when necessary. The assistant cook must have knowledge of proper preparation and food handling methods as well as kitchen safety and sanitation practices.
- Why is it critical that this position be filled at this time?
  Not filling this position will hinder the services that Senior Nutrition is able to provide its clientele.
- How long has the position been vacant?
  Effective 7/18/22
- Can the department use other wages until the next budget cycle?
  The department's wage and benefits portion of the 22/23 budget includes funds for this position.
- What are staffing levels at other counties for similar departments and/or positions?
  No specific research has been performed for this position. Generally speaking, however, past research tasks have identified Plumas County as being consistent with neighboring Counties.
- What core function will be impacted without filling the position prior to July 1? **N/A**
- What negative fiscal impact will the County suffer if the position is not filled prior to July 1? **None**
- 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**
- Does the department expect other financial expenditures which will impact the general fund and are not budgeted such as audit exceptions? **No**
- Does the budget reduction plan anticipate the elimination of any of the requested positions? **No**
- Departments shall provide an estimate of future general fund support for the next two years and how the immediate filling of this position may impact, positively or negatively, the need for general fund support? **No change in General Fund support since this is already a budgeted position**
- Does the department have a reserve? If yes, provide the activity of the department's reserve account for the last three years?

FY18/19 = $582,102 FY19/20 = $1,410,133 FY20/21 = $1,421,255

PLUMAS COUNTY
PUBLIC HEALTH AGENCY
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Audrey Rice, Administrator Assistant II**
MEETING DATE:	**June 6, 2023**
SUBJECT:	**Adopt a RESOLUTION to amend Fiscal Year 2022-2023 Plumas County position allocation for the Public Health Agency to add a 1.00 FTE position to the Health Education Series in Budget Unit 70560, and authorize Human Resources to recruit and fill the position; no impact to the general fund; approved as to form by County Counsel; discussion and possible action.**

Recommendation:

The Director of Public Health Agency respectfully recommends that the Board of Supervisors approve a Resolution to amend the Fiscal Year 2022-2023 Plumas County position allocation to add a 1.00 FTE position to the Health Education Series in Budget Unit 70560, and authorize Human Resources to recruit and fill the position.

Background and Discussion:

As the Board is aware, Plumas County Public Health Agency is required to provide a variety of services, many state-mandated. For this reason, the Department is proposing to add a 1.00 FTE position to the Health Education Series in its personnel allocation. This position will perform activities in support of the Oral Health Program. This position will serve as the Oral Health prevention expert and the liaison between Public Health, families, and dental offices to ensure completion of dental care. Responsibilities include infrastructure building, population-based services, care coordination and gap-filling direct care services. This position is responsible for planning, administering, coordinating, and evaluating dental health programs and services as part of the county's overall Public Health program organized within the Plumas County Public health Agency.

The attached Resolution has been approved to form by County Counsel.

Action:

Adopt a Resolution to amend the Fiscal Year 2022-2023 Plumas County position allocation for the Public Health Agency to add a 1.00 FTE position to the Health Education Series in Budget Unit 70560, and authorize Human Resources to recruit and fill the position.

Fiscal Impact:

There is no fiscal impact to the General Fund, as this position will be funded through a continuous State of California grant for Oral Health.

Attachments:

1. 23-356 FINAL

RESOLUTION NO. 2023- _____

RESOLUTION TO AMEND FISCAL YEAR 2022-2023 PLUMAS COUNTY POSITION ALLOCATION FOR THE PUBLIC HEALTH AGENCY, BUDGET UNIT 70560.

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, during the Fiscal Year needs may arise to amend the Position Allocation; and

WHEREAS, these positions are necessary for Public Health's coordination of services throughout the County; and

WHEREAS, this request was brought to the attention of the Human Resources Director who approves of this resolution to amend the 2022-2023 Position Allocation adding a 1.00 FTE to the Health Education series; and

NOW, THEREFORE BE IT RESOLVED by the Plumas County Board of Supervisors as follows: Approve the amendment to the Position Allocation for Budget Unit 70560 in Fiscal Year 2022-2023 to reflect the following:

Budget Unit 70560	**Current FTE**	**Change**	**New FTE**
Health Education Coordinator I/II or Health Education Specialist or Community Outreach Coordinator	10.3	+1.00	11.3

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 6th day of June 2023 by the following vote:

AYES: Supervisors:

NOES: Supervisors:

ABSENT: Supervisors:

_____
Chair, Board of Supervisors

ATTEST:

_____
Clerk, Board of Supervisors

Approved as to form:
Sara James
Deputy County Counsel II

PLUMAS COUNTY
PUBLIC HEALTH AGENCY
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Audrey Rice, Administrator Assistant II**
MEETING DATE:	**June 6, 2023**
SUBJECT:	**Adopt a RESOLUTION to accept and approve a grant awarded by the California Department of Public Health in the amount of $567,056.00; does not impact the general fund; approved as to form by County Counsel.**

Recommendation:

The Director of Public Health respectfully recommends that the Board of Supervisors approve a Resolution authorizing the Director of Public Health to accept funding in the amount of $567,056.00 from the California Department of Public Health.

Background and Discussion:

The Plumas County Public Health desires to utilize the California Strengthening Public Health Initiative (CASPHI) Grant funding awarded by the Centers for Disease Control and Prevention (CDC) to be used for Strengthening Public Health Infrastructure, Workforce, and Data Systems.

The attached Resolution has been approved by County Counsel.

Action:

Adopt a Resolution to accept and approve Grant Award Number CASHPI0030, awarded by the California Department of Public Health in the amount of $567,056.00, funding as part of the A1 Workforce strategy.

Fiscal Impact:

There is no fiscal impact to the general fund.

Attachments:

1. 23-361 FINAL
2. Allocation Letter -Plumas
3. CASPHI Funding Memo - Final
4. CASPHI Reference Guide v03-2023

RESOLUTION NO. 23-_____

APPROVE AND ACCEPT GRANT AWARD NUMBER CASPHI0030, AWARDED BY THE CALIFORNIA DEPARTMENT OF PUBLIC HEALTH, GRANT FUNDING PERIOD IS DECEMBER 1, 2022 THROUGH NOVEMBER 30, 2027, IN THE AMOUNT OF $567,056.00.

WHEREAS the Plumas County Public Health Agency ("County") desires to utilize the California Strengthening Public Health Initiative (CASPHI) Grant funding awarded by the Centers for Disease Control and Prevention (CDC) to be used for Strengthening Public Health Infrastructure, Workforce, and Data Systems; and

WHEREAS the requirements for approving this agreement require a resolution, from the County Board of Supervisors, which specifically approves and authorizes execution of this grant agreement and to authorize an individual to bind the County to the Agreement.

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

> Approves and accepts Grant Award Number CASPHI0030 from the California Department of Public Health, funding as part of the A1 Workforce strategy.

BE IF FURTHER RESOLVED that the Director of Plumas County Public Health Agency has full and binding authority to the commitments under the Submission Requirements section on behalf of the Board of Supervisors, and is the authorized representative for County in regard to the Grant Award Number CASPHI0030.

The forgoing Resolution was duly passed and adopted by the Board of Supervisors, County of Plumas, State of California, at a regular meeting of said Board held on the day of June 6, 2023, by the following vote:

Ayes:

Noes:

Absent:

Abstain:

_____

Chair, Plumas County Board of Supervisors

Attest:

_____

Clerk, Plumas County Board of Supervisors

Approved as to form:

Joshua Brechtel
Deputy County Counsel

State of California—Health and Human Services Agency
California Department of Public Health

TOMÁS J. ARAGÓN, M.D., Dr.P.H.
Director and State Public Health Officer

GAVIN NEWSOM
Governor

February 23, 2023

Dr. Mark Satterfield, Health Officer
County of Plumas
270 Hospital Road, Suite 111
Quincy, CA 95971

Dana Loomis, Health Director
County of Plumas
270 County Hospital Road, Suite 206
Quincy, CA 95971

Re: California Strengthening Public Health Initiative LHJ Allocation Letter
Award Number: CASPHI0030

County of Plumas

Dear Dr. Mark Satterfield, Dana Loomis:

On December 4, 2022, CDPH received a Notice of Award (NOA) from CDC for the California Strengthening Public Health Initiative (CASPHI). Please refer to the CDPH CASPHI Funding Memo dated 2/14/23 for a broader description of that award to California. CDPH is allocating funds to participating local health jurisdictions and this letter specifies your LHJ's specific allocation amount below and the LHJ Allocation Table (Attachment 1 CASPHI Allocation Table - Final). This allocation is for a full five years.

Your allocation of the CASPHI funds is below:

Annual Award Amount	$113,411.00
Full Award Amount (five years)	$567,056.00

This letter provides submission requirements for the period of December 1, 2022 to November 30, 2027.

Funding:

a. Any local health jurisdiction that did not apply for direct CDC funding will be included in CDPH's allocation process. CDPH collaborated with the County Health Executives Association of California (CHEAC), the California Conference of Local Health Officers (CCLHO), and other stakeholders to finalize funding formulas for this allocation.

The methodology for allocating these funds as set by statute are as follows:

a. The funding base of $495,000 has been set in order to cover a 1.0 FTE Equity Staff position for approximately 3.3 years at $150,000 [with the first two years of equity staffing previously funded as part of the California Equitable Recovery Initiative (CERI), Future of Public Health (FoPH) or other funds]. Additional funding through the formula-based allocation is available to support additional workforce development activities including training, recruitment, and incentives.

   NOTE: If LHJ has funding allocated for up to five years of 1.0 FTE Equity Staffing under other funding sources, the base allocation of $150,000 can be utilized for other Workforce Development Activities.

b. The formula-based allocation is designed to emphasize a focus on equity based on several factors. The formula-based allocation is using three weighted inputs:

Total Funding Base Allocation (Weight)	Percentage
Population	30%
Race/Ethnicity	35%
Poverty	35%

c. These inputs are calculated using hybrid weighting that incorporates the proportion of the total statewide population (at 30%) and the percentage of the total LHJ population (at 70%) for which these inputs apply.

d. In addition to the direct allocation of funds to the 50 participating LHJs, CDPH's State Operations will also utilize the following funds to support all 61 local heath jurisdictions with the following activities:

   a. Hire a vendor to conduct a Local Public Health Workforce Assessment: $2,000,000

      i. Potential areas of focus for this assessment will include a compensation study comparing salary rates across local public health agencies as well as private sector and health care rates for similar positions, identifying recommended staffing levels for foundational capabilities as well as expanded multisector functions of public health, and workforce diversity.

   b. Support Public Health Capacity Building: $1,010,404

i. Targeted local assistance contract funding for equity-focused community-based organizations to provide capacity building support to local health jurisdictions.

c. Community Health Assessment and Improvement Plan Support: $1,080,000

i. Four years of funding (yrs. 2-5) of statewide and targeted training and technical assistance activities to support LHJs working to develop or update CHA/CHIPs.

e. Allocations to Local Health Jurisdictions are included in Attachment 1: CASPHI Allocation Table: Final.

Funding Requirements:

Non-Supplantation

a. The funds allocated to each Local Health Jurisdiction may only be used to supplement, rather than supplant, existing levels of services provided by the Local Health Jurisdiction.

b. Each Local Health Jurisdiction receiving funds shall annually certify to the department that its portion of this funding shall be used to supplement and not supplant all other specific local city, county, or city and county funds including, but not limited to, 1991 health local realignment and city, county, or city and county general fund resources utilized for Local Health Jurisdiction purposes and excluding federal funds in this determination. Please submit Attachment 5 by April 7, 2023. See Attachment 5 Certification Form.

Required Staffing:

a. As a condition of receiving this funding, all recipients are required to have a minimum of 1.0 FTE of staff capacity with roles and responsibilities dedicated to advancing health equity and/or eliminating health disparities.

a. At the discretion of the LHJ, the 1.0 FTE equity staffing threshold may be spread over multiple positions, with a minimum of 0.5 fully dedicated FTE and the remaining 0.5 FTE spread across additional positions.

b. LHJs may also demonstrate that they already have a 1.0 FTE dedicated role for this purpose through other funding sources.

b. A wide range of staff roles can fulfill this requirement, including leadership roles, policy, program, data and community engagement functions. An equity focus includes understanding and addressing health disparities affecting disproportionately impacted populations that are higher risk and underserved, including racial and ethnic groups, rural populations, those experiencing socioeconomic disparities and other underserved communities. Activities related to improving policies, systems and environments to more effectively serve communities

and address structural and social determinants of health would also address this requirement. (Additional details and examples will be incorporated in the Funding Reference Guide.) LHJs will determine the focus and position title based on local needs.

c. The funding base of $495,000 has been set in order to cover a 1.0 FTE Equity Staff position for approximately 3.3 years at $150,000 [with the first two years of equity staffing previously funded as part of the California Equitable Recovery Initiative (CERI), Future of Public Health (FoPH) or other funds]. Additional funding through the formula-based allocation is available to support additional workforce development activities including training, recruitment, and incentives (additional details below).

d. Per CDC, all work under this funding initiative should be grounded in three key principles:

    a. The need for data and evidence to drive planning and implementation

    b. The critical role that partnerships will play in success, and

    c. The imperative to direct these resources in a way that supports health equity

<u>CDC Funding Restrictions:</u>

a. Recipients may not use funds for research.

b. Recipients may not use funds for clinical care except as allowed by law.

c. Generally, recipients may not use funds to purchase furniture or equipment.

d. Other than for normal and recognized executive-legislative relationships, no funds may be used for:

    a. Publicity or propaganda purposes, for the preparation, distribution, or use of any material designed to support or defeat the enactment of legislation before any legislative body

    b. The salary or expenses of any contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive Order proposed or pending before any legislative body

Recipients may use funds only for reasonable program purposes, including personnel, travel, supplies, and services.

See CDC's Funding Restrictions and Limitations for additional guidance and additional guidance on lobbying for recipients.

Submission Requirements:

a. Complete and submit the Acknowledgement Letter on page 8 of this document by March 3, 2023 and submit to CDPH at: CASPHILocalFunding@cdph.ca.gov.

b. Complete and submit verification of information in the CDPH Form 9083 to CASPHILocalFunding@cdph.ca.gov (these documents will be emailed out in a separate email with its own timeline).

c. Complete and submit a Workplan and Spend Plan by April 7, 2023, and submit to CDPH at: CASPHILocalFunding@cdph.ca.gov. See Attachment 2 CASPHI Work Plan and Reporting and Attachment 3 CASPHI Spend Plan. Your Agency should consider the following when developing your Workplan and Spend Plan:

    a. Below is a list of sample activities that could be completed utilizing these CASPHI funds:

        i. Recruit and hire new public health staff. For example, this could include expanding recruitment efforts, creating new positions, improving hiring incentives, and creating new hiring mechanisms.

        ii. Retain public health staff. For example, this could include strengthening retention incentives, creating promotional opportunities, and transitioning staff to other hiring mechanisms.

        iii. Support and sustain the public health workforce. For example, this could include strengthening workplace well-being programs and expanding engagement with the workforce to address their mental, emotional, and physical well-being.

        iv. Train new and existing public health staff. For example, this could include improving the quality and scope of training and professional development opportunities for all staff.

        v. Strengthen workforce planning, systems, processes, and policies. For example, this could include maintaining and upgrading human resource systems, identifying ways to better collect and use workforce data, and identifying policies that could facilitate more efficient and effective workforce development and management.

Reporting Requirements:

a. CDC requires semi-annual progress reporting from all recipients and subrecipients (including CA LHJs). The report requires a hiring update in addition to progress on all proposed activities in workplans and spend plans.

b. The initial progress report is tentatively projected to be due from CDPH to CDC by the end of May 2023. Based upon this due date, please provide the first report by May 26, 2023. Note, the dates in the below table may be adjusted based on CDC submission requirements. We will notify you as soon as we know of any adjustments to the below dates.

c. As a recipient of the California Strengthening Public Health Initiative funding, the following reporting documents will be required:

   a. Submit semi-annual progress reports on objective progress to CDPH following the schedule below. Provide status of timelines, goals, and objectives outlined in your workplan. Note, if your workplan is under review by CDPH and has not been approved by the progress report due date, you are still required to submit your progress report to CDPH. See Attachment 2 CASPHI Work Plan and Reporting.

Year/Quarter	Reporting Period	Due Date
Year 1/Report 1	December 1, 2022 – April 30, 2023	May 26, 2023
Year 1/Report 2	May 1, 2023 – October 31, 2023	November 21, 2023
Year 2/Report 1	November 1, 2023 – April 30, 2024	May 24, 2024
Year 2/Report 2	May 1, 2024 – October 31, 2024	November 26, 2024
Year 3/Report 1	November 1, 2024 – April 30, 2025	May 30, 2025
Year 3/Report 2	May 1, 2025 – October 31, 2025	November 25, 2025
Year 4/Report 1	November 1, 2025 – April 30, 2026	May 29, 2026
Year 4/Report 2	May 1, 2026 – October 31, 2026	November 24, 2026
Year 5/Report 1	November 1, 2026 – April 30, 2027	May 28, 2027
Year 5/Report 2	May 1, 2027 – November 30, 2027	December 17, 2027

   b. Submit semi-annual expenditure and hiring reports to CDPH following the schedule below. Expenditure and hiring reporting should be completed within your Spend Plan. Note, if your spend plan is under review by CDPH and has not been approved by the reporting due date, you are still required to submit your expenditure report to CDPH. See Attachment 3 CASPHI Spend Plan.

Year/Quarter	Reporting Period	Due Date
Year 1/Report 1	December 1, 2022 – April 30, 2023	May 26, 2023
Year 1/Report 2	May 1, 2023 – October 31, 2023	November 24, 2023
Year 2/Report 1	November 1, 2023 – April 30, 2024	May 24, 2024
Year 2/Report 2	May 1, 2024 – October 31, 2024	November 26, 2024
Year 3/Report 1	November 1, 2024 – April 30, 2025	May 30, 2025
Year 3/Report 2	May 1, 2025 – October 31, 2025	November 25, 2025
Year 4/Report 1	November 1, 2025 – April 30, 2026	May 29, 2026
Year 4/Report 2	May 1, 2026 – October 31, 2026	November 24, 2026
Year 5/Report 1	November 1, 2026 – April 30, 2027	May 28, 2027

Year 5/Report 2	May 1, 2027 – November 30, 2027	December 17, 2027

c. A CDPH representative will issue reminders as these dates get closer.

d. CDPH will provide a template to use to facilitate the reporting of these data metrics.

Reimbursement/Invoicing:

CDPH will reimburse your Agency upon receipt of invoice. In order to receive your reimbursements, please complete and submit your invoice(s) to: CASPHILocalFunding@cdph.ca.gov. See Attachment 4 Invoice.

a. First Payment: CDPH will issue a warrant (check) to your Agency for 25% of your total allocation, this will be issued as an advance payment.

b. Future payments will be based on reimbursement of expenditures once the 25% advance payment has been fully expended. In order to receive future payments, your Agency must complete and submit reporting documentation within Attachment 2 CASPHI Work Plan and Reporting and Attachment 3 CASPHI Spend Plan following the due dates above within Reporting Requirements.

c. Your Agency must maintain supporting documentation for any expenditures invoiced to CDPH against this source of funding. Documentation should be readily available in the event of an audit or upon request from CDPH. Documentation should be maintained onsite for five years.

Thank you for the time your Agency has invested to strengthen our State's public health infrastructure throughout our diverse communities. CDPH is hosting a webinar on March 20, 2023 from 4:00 PM – 5:00 PM to go over the requirements and activities of this funding. A meeting notice will be sent through the CCLHO and CHEAC distribution lists . If you have any questions or need further clarification, please reach out to CASPHILocalFunding@cdph.ca.gov.

Sincerely,

Susan Fanelli
Chief Deputy Director
California Department of Public Health

Acknowledgement of Allocation Letter

Instructions: Please check one statement below, sign, and return to CASPHILocalFunding@cdph.ca.gov

☒ ***County of Plumas*** *acknowledges receipt of this Allocation letter and accepts the funds to be used as outlined under the Submission Requirements section.* ***County of Plumas*** *understands that these funds cannot be delegated to another Agency.*

☐ ***County of Plumas*** *acknowledges receipt of this Allocation letter and does not accept the funds.* ***County of Plumas*** *understands that CDPH will redistribute these funds.*

Name of Local Health Jurisdiction designated signee(s): DANA Loomis

Title/Role: DIRECTOR

Signature of Local Health Jurisdiction designee(s):

Date: 3/02/23

Attachments

Attachment 1: CASPHI Allocation Table - Final
Attachment 2: CASPHI Work Plan and Reporting
Attachment 3: CASPHI Spend Plan
Attachment 4: Invoice
Attachment 5: Certification Form

State of California—Health and Human Services Agency
California Department of Public Health

Tomás Aragón, MD, DrPH
Director

GAVIN NEWSOM
Governor

Date: February 14, 2023

To: California Local Health Jurisdictions (LHJs)

From: California Department of Public Health (CDPH)

Subject: Overview of Centers for Disease Control and Prevention (CDC) *Strengthening U.S. Public Health Infrastructure, Workforce, and Data Systems* Grant Award

I. Purpose

This memo provides LHJs with an overview of the CDC award for the above-mentioned grant funding, which is for a full five years. California's infrastructure funding is the *California Strengthening Public Health Initiative* (CASPHI).

On December 4, 2022, CDPH received a Notice of Award (NOA) from CDC for CASPHI. CDPH applied for funding in all three strategies (A1 Workforce, A2 Foundational Capabilities, and A3 Data Modernization) and was approved for all three strategies. However, the A3 Data Modernization strategy funding is still pending and is currently unfunded by CDC. CDPH will allocate funds to LHJs as part of the A1 Workforce strategy.

II. CASPHI Grants

The grant award start date was December 1, 2022. The annual grant periods are below:

Year 1	December 1, 2022 – November 30, 2023
Year 2	December 1, 2023 – November 30, 2024
Year 3	December 1, 2024 – November 30, 2025
Year 4	December 1, 2025 – November 30, 2026
Year 5	December 1, 2026 – November 30, 2027

Funding: The *California Strengthening Public Health Initiative (CASPHI)* includes $36,822,154 million for direct allocation to participating local health jurisdictions.

Here is a link to the funding allocation spreadsheet which lists the amount of annual and five-year total award amounts for each eligible and participating LHJ.

Required Staffing:

As a condition of receiving this funding, all recipients are required to have a minimum of 1.0 FTE of staff capacity with roles and responsibilities dedicated advancing health equity and/or eliminating health disparities.

A wide range of staff roles can fulfill this requirement, including leadership roles, policy, program, data, and community engagement functions. An equity focus includes understanding and addressing health disparities affecting disproportionately impacted populations that are higher risk and underserved, including racial and ethnic groups, rural populations, those experiencing socioeconomic disparities and other underserved communities. Activities related to improving policies, systems and environments to more effectively serve communities and address structural and social determinants of health would also address this requirement. (Additional details and examples will be incorporated in the Funding Reference Guide.) LHJs will determine the focus and position title based on local needs.

The funding base of $495,000 has been set in order to cover a 1.0 FTE Equity Staff position for approximately 3.3 years at $150,000 [with the first two years of equity staffing previously funded as part of the California Equitable Recovery Initiative (CERI), Future of Public Health (FoPH) or other funds]. Additional funding through the formula-based allocation is available to support additional workforce development activities including training, recruitment, and incentives (additional details below).

Additional Details:

- At the discretion of the LHJ, the 1.0 FTE equity staffing threshold may be spread over multiple positions, with a minimum of 0.5 fully dedicated FTE and the remaining 0.5 FTE spread across additional positions.
- LHJs may also demonstrate that they already have a 1.0 FTE dedicated role for this purpose through other funding sources.
- Per CDC, all work under this funding initiative should be grounded in three key principles:
    - The need for data and evidence to drive planning and implementation
    - The critical role that partnerships will play in success, and
    - The imperative to direct these resources in a way that supports health equity

CDPH plans to issue a 25% advanced payment to eligible and participating LHJs. If an LHJ wishes to decline the advance payment, please send an email to CASPHILocalFunding@cdph.ca.gov stating "no advance payment". If an advance payment is declined, the LHJ is still eligible to receive the full allocation and would follow CDPH invoicing processes.

LHJ Eligibility Criteria: Any LHJ that did not receive direct CDC funding will be included in CDPH's allocation process. CDPH collaborated with the County Health Executives Association of California (CHEAC), the California Conference of Local Health Officers (CCLHO), and other stakeholders to finalize funding formulas for this allocation. Per CDC, local governments (includes county, city, and townships) serving a 1) a county population of 2,000,000 or more or a city population of 400,000 or more were eligible to apply to the CDC for direct funding.

Number of LHJ allocation recipients: Effective FY 2022-23, $36,822,154 will be allocated to fifty (50) of the sixty-one (61) LHJs in California. Eleven (11) LHJs are receiving funding directly from the CDC and will not be part of this CDPH allocation process. Below are the LHJs receiving direct funding from the CDC.

List of LHJs who will receive direct funding from CDC
1. Alameda County Health Department
2. County of Riverside Department of Public Health
3. County of San Diego Health and Human Services Agency
4. Long Beach Health Department
5. Los Angeles County Department of Public Health (Includes the City of Pasadena)
6. Orange County Health Care Agency
7. Sacramento County Health Department
8. San Bernardino County-Department of Public Health
9. San Francisco Department of Public Health
10. Santa Clara County Health Department

Timeline: CDPH anticipates issuing individual allocation letters and funding guidance to LHJs by the end of February 2023. Work plan and spend plan templates will be provided with the allocation package for LHJs to complete and return to CDPH.

In addition to the direct allocation of funds to the 50 participating LHJs, CDPH will also coordinate the use of additional CASPHI grant funds for statewide activities to support all 61 local heath jurisdictions.

1. Hire a vendor to conduct a Local Public Health Workforce Assessment $2,000,000
   Potential areas of focus for this assessment will include a compensation study comparing salary rates across local public health agencies as well as private sector and health care rates for similar positions, identifying recommended staffing levels for foundational capabilities as well as expanded multisector functions of public health, and workforce diversity.

2. Support Public Health Capacity Building $1,010,404
   Targeted local assistance contract funding for equity-focused community-based organizations to provide capacity building support to local health jurisdictions.

3. Community Health Assessment and Improvement Plan Support $1,080,000
   Four years of funding (YRs 2-5) of statewide and targeted training and technical assistance activities support LHJs working to develop or update CHA/CHIPs

CASPHI Informational Webinar: CDPH is planning to hold an informational webinar to provide additional details once all allocation letters have been distributed. The date and time of the webinar will be provided with individual LHJ allocation letters.

Contact Information: For questions related to this funding stream, please email CASPHILocalFunding@cdph.ca.gov.

III. Reporting Requirements

The CDC is requiring semi-annual progress reporting from all recipients and subrecipients (including California LHJs). The report will require progress updates on all proposed activities in workplans, and progress on expenditures identified in spend plans.

The initial progress report is tentatively projected to be due to from CDPH to the CDC by the end of June 2023. Based upon this due date, CDPH anticipates requesting a hiring status update from all participating LHJs by mid-May 2023. Additional information on progress reporting dates and reporting templates will be provided in the individual allocation letters.

IV. Formula-Based Allocation Details

The formula-based allocation is designed to emphasize a focus on equity based on several factors. The formula-based allocation is using three weighted inputs: 30% population, 35% poverty, and 35% demographic diversity. These inputs are calculated using hybrid weighting that incorporate the proportion of the total statewide population (at 30%) and the percentage of the total LHJ population (at 70%) for which these inputs apply.

The overall allocation funding model has been developed to address the CDC grant focus on strengthening public health infrastructure and advancing capacity to address equity.
Both the level of the base and the formula structure are set in order to provide a stable funding level LHJs with smaller populations and a high percentage of residents experiencing disadvantage, as well as to augment funding for LHJs which may represent a large proportion of the statewide population experiencing disadvantage.

V. CDC Grants Sample Activities and Funding Restrictions

Below is a list of sample activities that could be completed utilizing these CASPHI grant funds:

1. **Recruit and hire new public health staff**. For example, this could include expanding recruitment efforts, creating new positions, improving hiring incentives, and creating new hiring mechanisms.
2. **Retain public health staff**. For example, this could include strengthening retention incentives, creating promotional opportunities, and transitioning staff to other hiring mechanisms.
3. **Support and sustain the public health workforce**. For example, this could include strengthening workplace well-being programs and expanding engagement with the workforce to address their mental, emotional, and physical well-being.
4. **Train new and existing public health staff**. For example, this could include improving the quality and scope of training and professional development opportunities for all staff.
5. **Strengthen workforce planning, systems, processes, and policies**. For example, this could include maintaining and upgrading human resource systems, identifying ways to better collect and use workforce data, and identifying policies that could facilitate more efficient and effective workforce development and management.

CDC Funding Restrictions

- Recipients may not use funds for research.
- Recipients may not use funds for clinical care except as allowed by law.
- Generally, recipients may not use funds to purchase furniture or equipment. (Equipment is defined as a single unit cost exceeding $5,000.)
- Other than for normal and recognized executive-legislative relationships, no funds may be used for:
  - Publicity or propaganda purposes, for the preparation, distribution, or use of any material designed to support or defeat the enactment of legislation before any legislative body
  - The salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before any legislative body

Recipients may use funds only for reasonable program purposes, including personnel, travel, supplies, and services.

See CDC's Funding Restrictions and Limitations for additional guidance and additional guidance on lobbying for recipients.

California Strengthening Public Health Infrastructure (CASPHI) Reference Guide

Fiscal Year 2022-23

This document is intended to serve as a reference guide for the California Strengthening Public Health Infrastructure (CASPHI) funding & will be updated on a monthly basis. The latest version will be available on the LHJ SharePoint. Any example activities provided in this document are non-exhaustive and for reference purposes only. Inquiries received by CDPH, as well as any applicable updates, will be incorporated into this document.

Please note – ~~strikethrough~~ in red denotes a deletion, *blue italics denote an addition*

SCOPE & PURPOSE

Background

On December 4, 2022, CDPH received a Notice of Award (NOA) from Center for Disease Control (CDC) for the California Strengthening Public Health Initiative (CASPHI). CDPH applied for funding in all three strategies (A1 Workforce, A2 Foundational Capabilities, and A3 Data Modernization) and was approved for all three strategies. However, the A3 Data Modernization strategy funding is still pending and is currently unfunded by CDC. CDPH will allocate funds to LHJs as part of the A1 Workforce strategy.

Funding Allocation

Funding: The *California Strengthening Public Health Initiative (CASPHI)* includes $36,822,154 direct allocation to participating local health jurisdictions (LHJs).

LHJ Eligibility Criteria: Any LHJ that did not receive direct CDC funding are eligible to receive funds through CDPH's allocation process. CDPH collaborated with the County Health Executives Association of California (CHEAC), the California Conference of Local Health Officers (CCLHO), and other stakeholders to finalize funding formulas for this allocation. Per CDC, local governments (includes county, city, and townships) serving a county population of 2,000,000 or more or a city population of 400,000 or more were eligible to apply to the CDC for direct funding.

List of LHJs receiving direct funding from CDC	
1.	Alameda County Health Department
2.	County of Riverside Department of Public Health
3.	County of San Diego Health and Human Services Agency
4.	Long Beach Health Department
5.	Los Angeles County Department of Public Health (Includes the City of Pasadena)
6.	Orange County Health Care Agency
7.	Sacramento County Health Department
8.	San Bernardino County-Department of Public Health
9.	San Francisco Department of Public Health

10. Santa Clara County Health Department

Funding allocation information, including the amount of annual and five-year total award amounts for each eligible and participating LHJ, is located in the CDPH CASPHI Allocation Table.

Funding Period for Local Assistance

The grant award start date was December 1, 2022. The annual grant periods are below:

Year 1	December 1, 2022 – November 30, 2023
Year 2	December 1, 2023 – November 30, 2024
Year 3	December 1, 2024 – November 30, 2025
Year 4	December 1, 2025 – November 30, 2026
Year 5	December 1, 2026 – November 30, 2027

Funded Activities

Required Staffing: As a condition of receiving this funding, all recipients are required to have a minimum of 1.0 FTE of staff capacity with roles and responsibilities dedicated to advancing health equity and/or eliminating health disparities.

The funding base of $495,000 has been set in order to cover a 1.0 FTE Equity Staff position for approximately 3.3 years at $150,000 [with the first two years of equity staffing previously funded as part of the California Equitable Recovery Initiative (CERI), Future of Public Health (FoPH), or other funds]. Additional funding through the formula-based allocation is available to support additional workforce development activities including training, recruitment, and incentives (additional details below).

A wide range of staff roles can fulfill this requirement, including leadership roles, policy, program, data, and community engagement functions. An equity focus includes understanding and addressing health disparities affecting disproportionately impacted populations that are higher risk and underserved, including racial and ethnic groups, rural populations, those experiencing socioeconomic disparities and other underserved communities. Activities related to improving policies, systems, and environments to more effectively serve communities and address structural and social determinants of health would also address this requirement. LHJs can determine the focus and position title based on local needs.

Additional Details:

- At the discretion of the LHJ, the 1.0 FTE equity staffing threshold may be spread over multiple positions, with a minimum of 0.5 fully dedicated FTE and the remaining 0.5 FTE spread across additional positions.
- LHJs may also demonstrate that they already have a 1.0 FTE dedicated role for this purpose through other funding sources.
- Per CDC, all work under this funding initiative should be grounded in three key principles:
    - The need for data and evidence to drive planning and implementation

- The critical role that partnerships will play in success, and
- The imperative to direct these resources in a way that supports health equity

Reporting Requirements

LHJs are required to submit semi-annual progress reports. Progress reports will include information regarding hiring progress, expenditure reports, and workplan/objectives progress.

The table below outlines the reporting periods and due dates. Note: Due dates are subject to change based on CDC requirements.

Year/Quarter	Reporting Period	Due Date
Year 1/Report 1	December 1, 2022 – April 30, 2023	May 26, 2023
Year 1/Report 2	May 1, 2023 – October 31, 2023	November 21, 2023
Year 2/Report 1	November 1, 2023 – April 30, 2024	May 24, 2024
Year 2/Report 2	May 1, 2024 – October 31, 2024	November 26, 2024
Year 3/Report 1	November 1, 2024 – April 30, 2025	May 30, 2025
Year 3/Report 2	May 1, 2025 – October 31, 2025	November 25, 2025
Year 4/Report 1	November 1, 2025 – April 30, 2026	May 29, 2026
Year 4/Report 2	May 1, 2026 – October 31, 2026	November 24, 2026
Year 5/Report 1	November 1, 2026 – April 30, 2027	May 28, 2027
Year 5/Report 2	May 1, 2027 – November 30, 2027	December 17, 2027

1. Acknowledgement of Allocation Letter

1.1. Who can sign the Acknowledgement of Allocation Letter?

The acknowledge form can be signed by any individual(s) in your jurisdiction designated to review and sign these types of forms.

2. Certification Form

2.1. Who can sign the Certification form?

The Certification form can be signed by any individual(s) in your jurisdiction designated to review and sign these types of forms.

2.2. Where can LHJs locate the agreement number?

The allocation letter constitutes the agreement notice for the allocation. The agreement number is referenced on the Allocation Letter as the award number (CASPHI-xxxx).

3. Workplan and Reporting

Minimum Requirements

3.1. What are the minimum requirements for the Workplan?

As a condition of receiving this funding, all recipients are required to have a minimum of 1.0 FTE of staff capacity with roles and responsibilities dedicated to advancing health equity and/or eliminating health disparities.

3.2. If the equity position is already covered under another grant, can CASPHI funding be used for 100% workforce development?

Yes, if the health equity position requirement is fulfilled, the CASPHI funding can be used for other approved activities.

3.3. Can an LHJ hire an equity position that not only looks at health equity but equity in a larger scope?

Yes, the equity position requirement was designed to be flexible.

Below is a list of example activities/roles for this position (non-exhaustive):

- Community engagement
- Mobilizing partners and collaborators
- Increase/improve data collection and reporting
- Expand infrastructure support
- Establishing multisector teams to address community needs
- Address structural and/or social determinants of health
- Embed equity in organizational policy and support
- Engagement and shared decision making with communities
- Establishing equity action plans
- Develop strategic health initiatives
- Prioritize health outcomes for greater impact in diverse communities
- Leverage LHO health equity expertise to support external advisory groups
- Lead collaboration for health in all policies
- Accreditation
- Community Health Assessment and Improvement Planning

3.4. Can an LHJ split the 1.0 FTE equity requirement across multiple funding sources (e.g., 0.75 FTE CASPHI/ 0.25 FTE Future of Public Health)?

Yes, the 1.0 FTE equity staffing threshold may be spread over multiple positions, with a minimum of 0.5 fully dedicated FTE and the remaining 0.5 FTE spread across additional positions. CDPH recommends at least .10 FTE per person for the remaining 0.5 FTE being split across multiple positions.

CASPHI Workplan

3.5. How many objectives can LHJs include in the Workplan?

LHJs may include up to 20 objectives (no minimum amount):

- Objectives should be SMART (Specific, Measurable, Achievable, Relevant, Timely).

- The implementation plan should list steps to show how LHJs will meet objectives.
- The evaluation plan should demonstrate how LHJs will measure progress on objectives.
- Each objective should have a primary issue area and a primary strategy area.
- Each objective should identify a program area.
- Each objective should have an expected completion date.

4. Spend Plan

CASPHI Personnel Plan

The personnel plan allows for LHJs to project the number of planned hires using CASPHI funds. LHJs should provide details on types of positions and projected numbers of each position in the CASPHI Spend plan.

4.1. If LHJs have an equity position that is crosscutting, which of the Program Areas should be selected?

This type of position should be under the "Other" category.

4.2. Will rollover be allowed for this funding source?

LHJs will receive access to their allocation in the first year and can choose how to spend it in the five-year period.

4.3. Is there a limit for indirect costs?

Indirect cost should not exceed CDPH's approved rates.

4.4 Will LHJs receive an augment once the A3 (data modernization) funding gets approved?

There will not be an augment once the data modernization component is funded. It is for directly funded entities only. It is limited in scope and funding.

5. Allowable & Unallowable Spending Activities

5.1. What are required and allowable activities for this funding?

Recipients may use funds only for reasonable program purposes, including personnel, travel, supplies, and services.

Per CDC, all work under this funding initiative should be grounded in three key principles:

- The need for data and evidence to drive planning and implementation,
- The critical role that partnerships will play in success, and
- The imperative to direct these resources in a way that supports health equity.

Example activities that may be completed utilizing CASPHI funds:

- **Recruit and hire new public health staff.** For example, this could include expanding recruitment efforts, creating new positions, improving hiring incentives, and creating new hiring mechanisms.
- **Retain public health staff.** For example, this could include strengthening retention incentives, creating promotional opportunities, and transitioning staff to other hiring mechanisms.
- **Support and sustain the public health workforce.** For example, this could include strengthening workplace well-being programs and expanding engagement with the workforce to address their mental, emotional, and physical well-being.
- **Train new and existing public health staff.** For example, this could include improving the quality and scope of training and professional development opportunities for all staff.
- **Strengthen workforce planning, systems, processes, and policies.** For example, this could include maintaining and upgrading human resource systems, identifying ways to better collect and use workforce data, and identifying policies that could facilitate more efficient and effective workforce development and management.

5.2. What are some examples of allowable incentive expenses relating to employee recognition?

Some examples of incentives are recruitment and retention bonuses, student loan repayment, support for continuing education credits to maintain licensure, and education reimbursements such as courses, certifications that directly relate to their position, or, if they are an intern, would qualify them for a new hire/permanent position with the health department. Cash or gift card incentives can be allowable. In general, all expenses should tie back to the intended outcomes of the grant and the strategies the activities are funded under.

5.3. Can LHJs utilize CASPHI funding to pay for accreditation fees?

Yes, support for accreditation fees is allowed.

5.4. Is there a minimum percentage of this funding that must be spent to hire staff?

If the equity position requirement is met, the remaining funds may be used for other allowable activities.

5.5. What are unallowable activities for this funding?

This funding is CDC funding, so it is subject to the following CDC funding restrictions:

- Recipients may not use funds for research.
- Recipients may not use funds for clinical care except as allowed by law.
- Generally, recipients may not use funds to purchase furniture or equipment. Any such proposed spending must be clearly identified in the budget.
- Other than for normal and recognized executive-legislative relationships, no funds may be used for:
    - Publicity or propaganda purposes, for the preparation, distribution, or use of any material designated to support or defeat the enactment of legislation before any legislative body.

- The salary or expenses of any contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation administrative action, or Executive Order proposed or pending before any legislative body.

See CDC's Funding Restrictions and Limitations for additional guidance and additional guidance on lobbying for recipients.

5.6. Can LHJs use CASPHI funds to cover equity staff that is now under another funding stream (e.g., CERI), or is that considered supplanting?

We recommend that equity staff continue to be funded through the end of the other funding stream. Upon the completion of the other funding stream, that staff person could be funded by CASPHI (or another funding stream).

6. Invoicing & Reimbursement

6.1. How will funding be disbursed?

CDPH will reimburse your Agency upon receipt of invoice. To support the commencement of local infrastructure-building activities, CDPH will issue an advance payment for 25% of the LHJ's total allocation.

Once 25% advance payment is fully expended, CDPH will issue reimbursement upon receipt of invoices. Invoice(s) should be completed using the provided template (see Attachment 4 – Invoice of allocation package) and submitted to the CASPHI Inbox (CASPHILocalFunding@cdph.ca.gov).

6.2. What is the process of receiving the advance payment for 25% of the total allocation?

CDPH will be issuing the advance payment upon receipt of the completed CDPH 9083 – Government Agency Taxpayer ID form. The remaining remittance check will be mailed to the address provided on the CDPH 9083 form.

For a copy of the CDPH 9083 form, please email the CASPHI (CASPHILocalFunding@cdph.ca.gov) for assistance.

6.3. What is the process of declining the advance payment for the 25% of the allocation?

Please email the CASPHI inbox (CASPHILocalFunding@cdph.ca.gov) indicating that you choose to decline the advance payment. LHJs will still need to submit the CDPH 9083 form for the processing of invoices and reimbursement.

PLUMAS COUNTY
PUBLIC HEALTH AGENCY
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Audrey Rice, Administrator Assistant II**
MEETING DATE:	**June 6, 2023**
SUBJECT:	**Adopt a RESOLUTION to approve and accept funding for agreement CHVP SGF EXP 22b-32 from the California Department of Public Health, Maternal, Child and Adolescent Health, for period July 1, 2022 through June 30, 2023, in the amount of $403,929.00; does not impact the general fund; approved as to form by County Counsel.**

Recommendation:

The Director of Public Health respectfully recommends that the Board of Supervisors approve a Resolution authorizing the Director of Public Health to accept funding in the amount of $403,929.00 from the California Department of Public Health, Maternal, Child, and Adolescent Health.

Background and Discussion:

The California Department of Public Health, Maternal, Child and Adolescent Health (CDPH/MCAH) Division approves our Agency's Agreement Funding Application for Administration of MCAH related programs. During the period of July 1, 2022 through June 30, 2023, the CDPH/MCAH Division will reimburse expenditures up to $403,929 for the California Home Visiting Program Fiscal Year 2022-2023.

The attached Resolution has been approved by County Counsel.

Action:

Adopt a **RESOLUTION** to approve and accept funding for agreement CHVP SGF EXP 22b-32 from the California Department of Public Health, Maternal, Child and Adolescent Health, for period July 1, 2022 through June 30, 2023, in the amount of $403,929.00.

Fiscal Impact:

There is no fiscal impact to the general fund.

Attachments:

1. 23-382 FINAL
2. 23-382 approval letter
3. 23-382 SOW
4. 23-382 budget

RESOLUTION NO. 23-_____

APPROVE AND ACCEPT AGREEMENT FUNDING FOR AGREEMENT CHVP SGF EXP 22b-32 FROM THE CALIFORNIA DEPARTMENT OF PUBLIC HEALTH, MATERNAL, CHILD AND ADOLESCENT HEALTH, FOR PERIOD JULY 1, 2022 THROUGH JUNE 30, 2023, IN THE AMOUNT OF $403,929.

WHEREAS the California Department of Public Health, Maternal, Child and Adolescent Health (CDPH/MCAH) Division approves our Agency's Agreement Funding Application for administration of MCAH related programs; and

WHEREAS during the period of July 1, 2022 through June 30, 2023, the CDPH/MCAH Division will reimburse expenditures up to $403,929 for the California Home Visiting Program Fiscal Year 2022-2023; and

WHEREAS Plumas County Public Health Agency agrees to invoice actual documented expenditures and to follow all the conditions of compliance stated in the current CDPH/MCAH Program and Fiscal Policies and Procedures manuals, including the ability to substantiate all funds claimed; and

WHEREAS the requirements for approving this agreement require a resolution, from the County Board of Supervisors, which specifically approves and authorizes execution of this agreement and to authorize an individual to bind the County to the Agreement.

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

> Approves and accepts Agreement CHVP SGF EXP 22b-32 from the CDPH/MCAH division; in the amount of $403,929.

BE IF FURTHER RESOLVED that the Director of Plumas County Public Health Agency has full and binding authority to the commitments outlined in the Scope of Work section on behalf of the Board of Supervisors, and is the authorized representative for County in regard to the Agreement CHVP SGF EXP 22b-32.

The forgoing Resolution was duly passed and adopted by the Board of Supervisors, County of Plumas, State of California, at a regular meeting of said Board held on the day of June 6, 2023, by the following vote:

Ayes:

Noes:

Absent:

Abstain:

_____

Chair, Plumas County Board of Supervisors

Attest:_____

Clerk, Plumas County Board of Supervisors

Approved as to form:

Joshua Brechtel
Deputy County Counsel

State of California—Health and Human Services Agency
California Department of Public Health

TOMÁS J. ARAGÓN, M.D., Dr.P.H
Director and State Public Health Officer

GAVIN NEWSOM
Governor

April 18, 2023

Terri Smith
MCAH Director
County of Plumas
270 County Hospital Rd, ste 206
Quincy, CA 95971

Dear Terri:

APPROVAL OF AGREEMENT FUNDING APPLICATION (AFA) FOR AGREEMENT CHVP SGF EXP 22b-32 – FISCAL YEARS (FY) 2022-23

The California Department of Public Health, Maternal, Child and Adolescent Health (CDPH/MCAH) Division approves your Agency's AFA for administration of MCAH related programs.

To carry out the program(s) outlined in your approved SOW(s) and Budget(s), during the period of July 1, 2022 through June 30, 2023, the CDPH/MCAH Division will reimburse expenditures up to the following amounts:

California Home Visiting Program FY22-23……. $403,929

The availability of SGF funds are based upon funds appropriated in each respective FY (2022-23) Budget Act. Reimbursement of invoices is subject to compliance with all federal and state requirements pertaining to the CDPH/MCAH related programs and adherence to all applicable regulations, policies and procedures. Your Agency agrees to invoice actual and documented expenditures and to follow all the conditions of compliance stated in the current CDPH/MCAH Program and Fiscal Policies and Procedures manuals, including the ability to substantiate all funds claimed.

Please ensure that all necessary individuals within your Agency are notified of this approval and that the approved AFA documents are carefully reviewed. This approval letter constitutes a binding agreement. If any of the information contained in your

approved Budget is incorrect or different from that negotiated, please contact your contract manager, Christina Jenkins by e-mail at Chrisitna.Jenkins@cdph.ca.gov within 14 calendar days from the date of this letter. Non-response constitutes acceptance of your approved AFA documents.

Sincerely,

Angelica Jimenez-Bean

Angelica Jimenez-Bean
Section Chief, Contract Management and Allocations Process
Maternal, Child and Adolescent Health Division
Center for Family Health
California Department of Public Health

cc: Tina Venable
County Public Health

Jana McDowell
County Public Health

Christina Jenkins
Contract Manager

Chia Xiong
CHVP Program Consultant

California Home Visiting Program (CHVP)
State General Fund (SGF) Evidence-Based Home Visiting Expansion
Scope of Work (SOW)

This Scope of Work (SOW) identifies the goals, objectives and deliverables pertaining to Year 1 (July 1, 2022- June 30, 2023) of the 2022 State General Fund (SGF) expansion. The 2022 SGF expansion provides additional funding to the California Home Visiting Program (CHVP) with the long-term goal of increasing the number of families participating in the three evidenced-based home visiting (EBHV) models supported by CHVP: Healthy Families America (HFA), Nurse Family Partnership (NFP), and Parents as Teachers (PAT). Local Health Jurisdictions (LHJs) may use Year 1 funding for expansion, planning, and/or special support activities related to pandemic recovery. LHJs must select one or more of the following Year 1 activity(ies). Only the goals, objectives and deliverables pertaining to the selected Year 1 activity(ies) apply to this agreement.

Please check one or more of the following boxes to indicate planned use of funding:

☒	Planning Activities
☐	Expansion Activities
☒	Special Support Activities

Planning Activities – Goal: Plan for implementation or expansion of HFA, NFP or PAT.

Objective	Activities	Deliverables
1. Plan for HFA/NFP/PAT home visiting model implementation and/or expansion.	1.1 Develop a CHVP Implementation Plan using the CHVP template, which may include and is not limited to the following:	• Submission of CHVP Implementation Plan within 60 days of agreement execution.

Objective	Activities	Deliverables
	• Conduct a Community Needs Assessment to assess gaps in services and local needs and priorities for home visiting. • Select the evidence-based home visiting model(s) that will best meet the needs of the service population and be sustainable for the LHJs. • Apply for model affiliation as applicable. • Plan the infrastructure needed to perform all activities according to, and in fidelity of, the specific model guidelines and CHVP requirements. • Adhere to all CHVP Policies and Procedures relating to implementation of HFA/NFP/PAT at the LHJ. • Establish a plan and timeline for the recruitment, hiring, and training of staff to support implementation of HFA/NFP/PAT. • Develop a plan to regularly collaborate with local family and early childhood system partners to provide a continuum of services and build a strong referral network into the program. • Develop a plan to recruit and enroll participants. • Establish a plan for the purchase of needed equipment, and other programmatic supplies for successful implementation of selected home visiting model.	• Submission of semi-annual status reports. • Submission of quarterly staffing reports. • Participate in regular technical assistance calls with CHVP staff.

Expansion Activities - Goal: Expand participation, beyond current caseload capacity, in an existing HFA, NFP or PAT program.

Objective	Activities	Deliverables
1. Provide leadership, guidance, and oversight for CHVP HFA/NFP/PAT model implementation.	1.1 Develop CHVP Implementation Plan, using the CHVP provided template, including but not limited to the following: • Recruitment, hiring, and training of staff to support implementation of HFA/NFP/PAT. Staff should reflect the families being served. • Collaboration with local family and early childhood systems partners to provide a continuum of services for CHVP participants and maintain a strong referral system into the program. • Purchase of needed equipment and other programmatic supplies for successful implementation of selected home visiting model. 1.2 Execute all implementation and service delivery activities according to model guidelines and CHVP requirements. 1.3 Adhere to all CHVP Policies and Procedures relating to implementation and expansion of HFA/NFP/PAT.	• Submission of CHVP Implementation Plan within 60 days of contract execution. • Submission of semi-annual status report. • Submission of quarterly staffing reports. • Participate in regular technical assistance calls with CHVP staff.
2. Enroll participants to increase caseload.	2.1 Increase caseload capacity by a negotiated number decided between CHVP and the LHJ. 2.2 Adhere to all CHVP Policies and Procedures and model guidance relating to caseload capacity.	• Submission of CHVP Implementation Plan within 60 days of contract execution.

Objective	Activities	Deliverables
3. Maintain clean and compliant data for all home visiting activities and participants per model and CHVP guidance.	3.1 All CHVP State General Fund (SGF) funded home visiting participants are required to sign the CHVP consent form. 3.2.a. NFP LHJs will coordinate data system requirements with the NFP National Service Office and the CHVP Data Team. 3.2.b. HFA LHJs will coordinate with the CHVP Data Team to establish buildout/modification in Efforts to Outcomes (ETO) data system. 3.2.c. PAT LHJs will coordinate data system requirements with the PAT National Office and the CHVP Data Team for use of the Penelope data system. 3.3 LHJ will enter the participant data into a secure and designated data system within seven working days of data collection. 3.4 LHJ will adhere to all CHVP Policies and Procedures relating to compliant data. 3.5 LHJ will coordinate with data collection system owners (see 3.2 above) to provide CHVP with participant-level data and other data as needed.	• Evidence of signed participant consent forms. • Submission of timely and accurate data on participant demographics, service utilization, and performance measures, according to, and with fidelity to, the selected home visiting model guidelines and CHVP requirements. • Evidence of data submission within seven working days of data collection. • Monthly enrollment and other reports as needed. • Participate in regular technical assistance calls and site visits with CHVP staff. • LHJ authorization for transmission of participant-level data from model specific data collection systems to CHVP.

Special Support – Goal: Provide relief and support with rebuilding and stabilizing the staff and families served by Local MCAH home visiting programs including CHVP Innovation Projects through enhanced training, technology, hazard pay and other staff costs, and emergency supplies.

Categories	Activities	Deliverables
1. Hazard pay or other staff costs	1.1 Fund staff costs associated with providing home visits or administration for programs, including incentive bonuses, overtime pay, and technology that supports individual employees.	Using CHVP-provided template, report semi-annually on: • Number of staff (Not FTE) receiving hazard pay/other staff costs. • Description of activities being performed for hazard pay/other staff costs. • Number of staff receiving technology.
2. Training	2.1 Develop a process for identifying and prioritizing target audiences, training needs, and relevant topics for training of home visiting staff. 2.2 Develop, conduct, and assess training of staff. 2.3 Provide training opportunities that address the needs of families, including but not limited to health equity, reproductive justice, social determinants of health, etc.	Using CHVP-provided template, report semi-annually on: • Name of training. • Purpose/description of training. • Date of training • Number of staff participating in training. • All other activities related to staff training.
3. Technology	3.1 Develop and implement a process to assess how technology needs are identified, prioritized, and addressed for participant families.	Using CHVP-provided template, report semi-annually on:

Categories	Activities	Deliverables
	3.2 Acquire and provide the necessary technological means for participant families to conduct and support virtual home visiting.	• Hardware or software acquired. • Process used to identify and prioritize families. • Number of families receiving technology.
4. Emergency supplies	4.1 Develop and implement a process for identifying need for supplies and distributing emergency supplies, including gift cards and prepaid grocery cards to participant families. 4.2 Provide emergency supplies, including diapers, diapering supplies, gift cards, and prepaid grocery cards to participant families for the purpose of meeting the emergency needs of the family.	Using CHVP-provided template, report semi-annually on: • Process used to identify and prioritize families. • Type and number of emergency supply items, including gift cards and prepaid grocery cards purchased and distributed, • Number of families receiving emergency supplies.

Data Collection (For Special Support)

Objectives	Activities	Deliverables
1. Maintain clean and compliant data for special support activities per CHVP guidance.	1.1 Collect pertinent data and information regarding use of funds using CHVP-approved forms, guidance and mechanisms and report to CHVP regularly and upon request.	• Submission of data using CHVP templates and guidance. • Submission of records and documentation to support the

Objectives	Activities	Deliverables
	1.2 Maintain appropriate records and documentation to support expenditures.	charges using CHVP templates and guidance.

NOTE: If compliance standards are not met in a timely manner, CHVP may temporarily withhold cash payment pending correction of the deficiency; disallowing all or part of the cost of the activity or action out of compliance; wholly or partly suspending or terminating the award; or withholding further awards.

MCAH Director Signature (or designee): Date: 12/27/2022

California Department of Public Health CDPH Maternal, Child and Adolescent Health Division

Rev. 7/22/20

GUIDE

BUDGET | INVOICES | BUDGET REVISIONS | SUBK | SHORTCUTS | FILE NAME

This guide is intended to provide basic instructions for completing the budget/invoice template.
If you need additional assistance please contact your Contract Manager .

All data entry fields are shaded yellow.

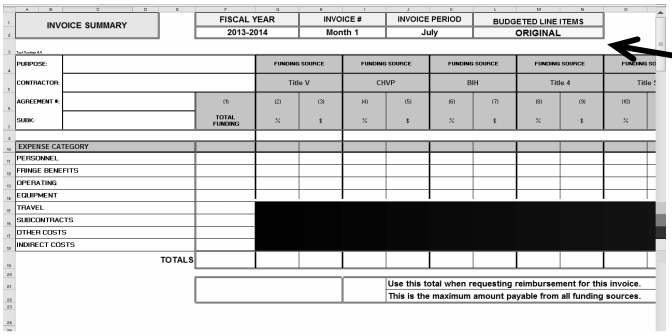
To ensure that all steps are completed, it is recommended that you click on step 1 and move the cursor down as you complete each step below:

BUDGET

1 In cell F2, enter the current fiscal year (Ex. 2015-16)
2 In cell I2, choose the invoice type (Quarterly or Monthly)
3 In cell C4, enter the purpose of the agreement.
4 In cell C5, enter the agency name.
5 In cell C6, enter the agreement number.
6 In cell C7, enter the name of the subcontract (if applicable).
7 Starting in cell H8, enter the totals for each funding source.
8 In cell B32, enter the name and title of the authorized signer.
9 In the Personnel section enter the initials, title or classification, and annual salary for all staff.
10 Enter data into the Fringe Benefits section.
11 Enter data into the Operating section.
12 Enter data into the Equipment section.
13 Enter data into the Travel section.
14 Enter data into the Subcontracts section.
15 Enter data into the Other Costs section.
16 Enter data into the Indirect Costs section.
17 Click on the Justification tab. Enter a justification for each line item.
18 Save the file using the File Name formats.

INVOICES

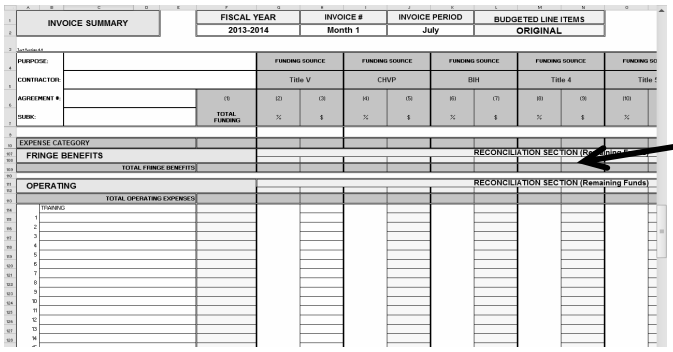
The template automatically populates the line items from the “ACTIVE” budget and displays them in the current invoice. It is important that you indicate which budget the invoice is being paid from in order to display the correct line items in the personnel and operating expense sections. To update, click on cell L2 and select the current budget from the drop down menu.



Click HERE to update

Invoice Fund Reconciliation

Invoices are now equipped with fund reconciliations above each expense category. The fund reconciliation section shows the remaining balance of each funding source up to the current invoice only. Keep in mind, if there are any negatives in the fund reconciliation section they will automatically be deducted from your total reimbursement.

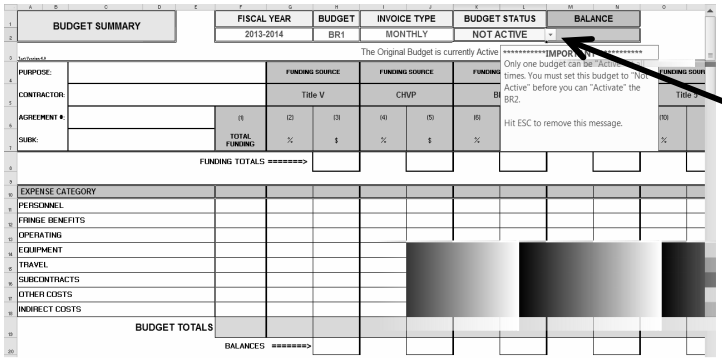


Fund Reconciliation sections

BUDGET REVISIONS

This template provides a maximum of three possible budget revisions. The values of the BR1, BR2, and BR3 sheets are identical to the ORIGINAL BUDGET. **Be sure to overwrite the values on the budget revision sheets only. Do not change the approved BUDGET.**

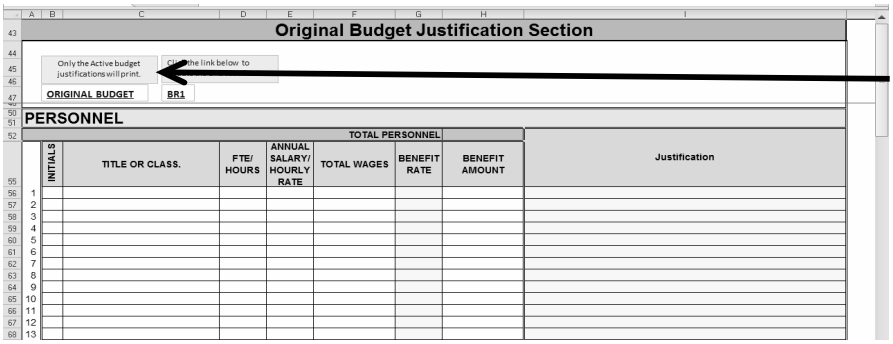
The template keeps track of the budget revisions by indicating “ACTIVE” or “NON-ACTIVE” on each budget sheet. The ORIGINAL BUDGET is currently the “ACTIVE” budget and should you need a budget revision, you will need to change the ORIGINAL BUDGET to “NON-ACTIVE” before you can make the budget revision (BR1) “ACTIVE”. To activate/deactivate click on cell K2. This procedure applies to all budget revisions.



Click here to Activate/ Deactivate

Budget Revision Hyperlinks

At the top of the Justification sheet you will find hyperlinks for BR1, BR2, and BR3. The hyperlinks allow you to easily access the justification section for each budget revision. The justification sheets will clearly indicate "ACTIVE" or "NOT ACTIVE" depending on the activated budget. For your convenience, the initial values on the budget revisions will be identical. Any changes to the budget revision justifications will carry over to the next budget revision justification.



Budget Revision Hyperlinks

SUBK - SUBCONTRACTS

For agencies that have subcontracts, you will need to use a new template to keep track of the budget and invoices. Be sure to indicate the name of the SubK in cell C6 on the Original Budget sheet.
Once the budget has been developed, you must transfer the percentages and total funding amount from Row 19 of the SubK Original Budget sheet to the Agency Original Budget sheet in the Subcontracts section.

IMPORTANT: Be sure to copy and paste the values from the SubK budget into the Agency budget. Be sure to use the Paste Special function to prevent the formatting from being changed.
The totals will not be accurate if you hard type the percentages.

INDIRECT COSTS

Indirect Cost is calculated as a percentage of direct cost/s. This template can accommodate four types of commonly-used calculations:

1 Percentage of Total Wages only
2 Percentage of Total Wages and Benefits (Personnel Cost)
3 Percentage of Total Direct Cost and the first $25K of Subcontractor Cost (for the first year)
   Use this option when the Subcontractor will meet the $25K limit to Indirect Cost during the first year of the contract period.
4 Percentage of Total Direct Cost and the first $25K of Subcontractor Cost (for the following years)
   Use this option when the Subcontractor has met the $25K limit to Indirect Cost in the prior year of the contract period.
   *For Subcontractors who have not met the $25K limit after the first year, the CM will need to edit the Indirect Cost formula.
   Ex. Subk has $5k out of $25K left from prior year/s, add the following to the end of the formula "+5000*A189."

SHORTCUTS

AutoFill Function

To copy data from one cell down to another without changing the format, use the right mouse button and click on the small square in the bottom right corner of the first cell, then drag down to the next cell. Finally, release the button and choose 'Fill Without Formatting'.

Place cursor here.

Paste Special Instructions

To copy data from cell to another without changing the format, right click on the first cell(s) and choose copy. Now click and/or highlight the cell(s) you would like to paste into. With your cursor on the highlighted cell(s) right click and choose 'Paste Special'. Make sure to choose 'Values' from the list of choices.

FILE NAME

Please use the following file name formats when saving this template:

[Contract #] [Amendment #] [Contract Yr] [Contractor] [(Program)] [Date]
Example: 15-10568 A00 Yr 1 UCSF (WHMS) 9-23-15

California Department of Public Health CDPH Maternal, Child and Adolescent Health Division

BUDGET SUMMARY

FISCAL YEAR	INVOICE TYPE	BUDGET	BUDGET STATUS	BALANCE
2022-2023	QUARTERLY	ORIGINAL	ACTIVE	

Rev. 7/22/20

PURPOSE:	CHVP SGF Expansion		FUNDING SOURCE, PCA	
CONTRACTOR:	Plumas		CHVP - SGF, 51023	
AGREEMENT #:	CHVP SGF EXP 22b-32	(1)	(2)	(3)
SUBK:		TOTAL FUNDING	%	$
	FUNDING TOTALS	403,929		403,929

EXPENSE CATEGORY			
PERSONNEL	$142,911	100.00%	$142,911
FRINGE BENEFITS	$102,934	100.00%	$102,934
OPERATING	$3,915	100.00%	$3,915
EQUIPMENT	$20,300	100.00%	$20,300
TRAVEL	$17,000	100.00%	$17,000
SUBCONTRACTS			
OTHER COSTS	$55,408	100.00%	$55,408
INDIRECT COST	$61,461	100.00%	$61,461
BUDGET TOTALS	$403,929	100.00%	$403,929
	BALANCES	========>	

Maximum Amount Payable: $403,929

I CERTIFY THAT THIS BUDGET HAS BEEN CONSTRUCTED IN COMPLIANCE WITH ALL MCAH ADMINISTRATIVE AND PROGRAM POLICIES.

Signature over _____

Printed Name <Type Name Here> DATE

Click to Select Title

State Use Only	FUNDING SOURCE	CHVP - SGF
	PCA CODE	51023
PERSONNEL		142,911
FRINGE BENEFITS		102,934
OPERATING		3,915
EQUIPMENT		20,300
TRAVEL		17,000
SUBCONTRACTS		
OTHER COSTS		55,408
INDIRECT COST		61,461
Totals for PCA Codes	403,929	403,929

PERSONNEL

Remaining Funds: 100.00% 142,911

				TOTAL PERSONNEL COSTS	142,911		142,911
				TOTAL WAGES	142,911		142,911
	INITIALS	TITLE OR CLASS.	FTE %	ANNUAL SALARY	TOTAL WAGES		
1	VAC	RN (DS #	100.00%	70,533	70,533	100.00%	70,533
2	TS	PHN III	30.00%	84,673	25,402	100.00%	25,402
3	JM	LVN II	15.50%	76,692	11,887	100.00%	11,887
4	DP	RN II	11.60%	78,132	9,063	100.00%	9,063
5	LD	RN I	23.00%	70,533	16,223	100.00%	16,223
6	TV	DON	2.00%	132,045	2,641	100.00%	2,641
7	DJ	Admin Services Officer	10.00%	71,618	7,162	100.00%	7,162
8							
9							
10							

FRINGE BENEFITS

Remaining Funds: 100.00% 102,934

TOTAL FRINGE BENEFITS	102,934	102,934

PURPOSE:	CHVP SGF Expansion		FUNDING SOURCE, PCA	
CONTRACTOR:	Plumas		CHVP - SGF, 51023	
AGREEMENT #:	CHVP SGF EXP 22b-32	(1)	(2)	(3)
SUBK:		TOTAL FUNDING	%	$
	FUNDING TOTALS	403,929		403,929

EXPENSE CATEGORY				
OPERATING			Remaining Funds	
			100.00%	3,915
	TOTAL OPERATING EXPENSES	3,915		3,915
1	Printing, $500 postage, ($42x 12) / $321 ($26.75 x12) (planning)	821	100.00%	821
2	Communication (phones) $481(planning) ($40.08 x12)	481	100.00%	481
3	Equipment maintenance(copy/fax machine $1215) (planning) ($101.25 x 12)	1,215	100.00%	1,215
4	Office Supplies (paper $200, Pens $50, files $300, desk organizational supplies $300, paper clips $100, staples $100, binder clips $100, pencils $50, post it notes $100, highlighters $98)(planning) ($116.50 x 12)	1,398	100.00%	1,398
5				

EQUIPMENT			Remaining Funds	
			100.00%	20,300
	TOTAL EQUIPMENT EXPENSES	20,300		20,300
1	cell phone x 3 ($ 666.67 for 3 phones plus cell plan $45/line x 12months for home visitors to utilize in the field. (special support/technology)	3,620	100.00%	3,620
2	baby scales (also converts for toddler weights) with calibration and carrying case x 2 @ $250 (planning)	500	100.00%	500
3	B/P cuffs and stethescopes for HV nurses x 4 ($395)(for HV bags) (planning)	1,580	100.00%	1,580
4	Pulse oximeter x 4 $25 each for nurses HV bags (planning)	100	100.00%	100
5	Welch Allyn OAE $6000 with case $250 (planning)	6,250	100.00%	6,250
6	SPOT vision screener $ 8000 with case $250 (planning)	8,250	100.00%	8,250
7				
8				
9				
10				

TRAVEL			Remaining Funds	
			100.00%	17,000
	TOTAL TRAVEL EXPENSES	17,000		17,000
1	In county for home visits and outreach approx 12,000 miles (planning)	7,000	100.00%	7,000
2	out of county for trainings, outreach to providers and partners out of county (birthing hospitals and OB/GYN's) (planning)	10,000	100.00%	10,000
3				
4				
5				

SUBCONTRACTS			Remaining Funds	
	TOTAL SUBCONTRACT EXPENSES			
1				
2				
3				
4				
5				

OTHER COSTS			Remaining Funds	
			100.00%	55,408
	TOTAL OTHER COSTS	55,408		55,408
1	Parents As Teachers (PAT) $4500 initial affiliate fee, $5750 FMI training for (1150 x 5 ppl), $75 for virtual IT fee (planning)	10,325	100.00%	10,325
2	trainings outside of PAT (ie: Trauma Infromed Care, Infant Massage certification, breast feeding certification, car seat technician, emergency preparedness for families, ACE's, etc.) (special support/training)	10,000	100.00%	10,000
3	emergency supplies (ie: diapers and supliesgas cards, prepaid grocery cards, nipple guards, cribs for cribs for kids program, heating/cooling bills, etc.) (special support/emergency supplies)	25,000	100.00%	25,000
4	Educational materials for families (books, videos, etc) (special support/training)	5,000	100.00%	5,000
5	Tablets for showing videos with hot spots x 4 including cases and keyboards (special support/technology	3,000	100.00%	3,000
6	Food for Parent meetings including for cooking classes (special support/training)	2,083	100.00%	2,083
7				
8				
9				
10				

INDIRECT COST			Remaining Funds	
			100.00%	61,461
	TOTAL INDIRECT COSTS	61,461		61,461
25.00%	of Total Personnel and Benefits	61,461	100.00%	61,461

Original Budget Justification Section

CHVP SGF EXP 22b-32 Plumas

ACTIVE

PERSONNEL

		TOTALS	**192.10%**	**584,226**	**142,911**		**102,934**	
	INITIALS	**TITLE OR CLASS.**	**FTE %**	**ANNUAL SALARY**	**TOTAL WAGES**	**FRINGE BENEFIT RATE %**	**FRINGE BENEFIT AMOUNT**	**Justification**
1	VAC	RN (DS #	100.00%	70,533	70,533	75.00%	52,900	Central coordinator for the program to do intake, assign clients, monitor grant, reporting, etc.
2	TS	PHN III	30.00%	84,673	25,402	67.00%	17,019	assist coordinator, provide outreach, home visits
3	JM	LVN II	15.50%	76,692	11,887	78.00%	9,272	outreach and home visits
4	DP	RN II	11.60%	78,132	9,063	58.00%	5,257	outreach and home visits
5	LD	RN I	23.00%	70,533	16,223	75.00%	12,167	outreach and home visits
6	TV	DON	2.00%	132,045	2,641	63.00%	1,664	provide overall supervision for grant compliance and clinical oversite
7	DJ	Admin Services Officer	10.00%	71,618	7,162	65.00%	4,655	prepare budget, invoicing, budget oversite.
8								
9								
10								

FRINGE BENEFITS

	TOTAL FRINGE	**102,934**	**Justification**

OPERATING

	TOTAL OPERATING	**3,915**	**Justification**
1	Printing, $500 postage, ($42x 12) / $321 ($26.75 x12) (planning)	821	These expenses are the required expenses for running an office/clinic, based on the FTE of personnel within the home visiting program
2	Communication (phones) $481(planning) ($40.08 x12)	481	These expenses are the required expenses for running an office/clinic, based on the FTE of personnel within the home visiting program
3	Equipment maintenance(copy/fax machine $1215) (planning) ($101.25 x 12)	1,215	These expenses are the required expenses for running an office/clinic, based on the FTE of personnel within the home visiting program
4	Office Supplies (paper $200, Pens $50, files $300, desk organizational supplies $300, paper clips $100, staples $100, binder clips $100, pencils $50, post it notes $100, highlighters $98)(planning) ($116.50 x 12)	1,398	These expenses are the required expenses for running an office/clinic, based on the FTE of personnel within the home visiting program
5			

EQUIPMENT

	TOTAL EQUIPMENT	**20,300**	**Justification**
1	cell phone x 3 ($ 666.67 for 3 phones plus cell plan $45/line x 12months for home visitors to utilize in the field. (special support/technology)	3,620	for HV nurses to make calls in the field and not have to use their own phones. To assist our HV's with calling Providers and other referrals in the field to expidite appointments that may have been cancelled due to Covid fears.
2	baby scales (also converts for toddler weights) with calibration and carrying case x 2 @ $250 (planning)	500	to be used by the HV Nurses so they don't have to try and schedule appts and have to hand off the scales in the field as our county is spread out with 30-60 minutes between each population center.
3	B/P cuffs and stethescopes for HV nurses x 4 ($395)(for HV bags) (planning)	1,580	to be used by the HV Nurses for pre-natal/post-natal assessment and preeclampsia monitoring. This will allow clients that do not want to go to numerous doctor's appointments due to fear of Covid.
4	Pulse oximeter x 4 $25 each for nurses HV bags (planning)	100	for HV To Go bags for monitoring pre-natal/post-natal clients. This will allow clients that do not want to go to numerous doctor's appointments due to fear of Covid.

Original Budget Justification Section

CHVP SGF EXP 22b-32 Plumas

ACTIVE

5	Welch Allyn OAE $6000 with case $250 (planning)	6,250	to assess infants and children for hearing issues to catch them early and/or catch upo these screenings that were missed due to Covid.
6	SPOT vision screener $ 8000 with case $250 (planning)	8,250	to assess infants and children for vision problems to catch them early and/or catch upo these screenings that were missed due to Covid.
7			
8			
9			
10			

TRAVEL

			Justification
	TOTAL TRAVEL	**17,000**	
1	In county for home visits and outreach approx 12,000 miles (planning)	7,000	HV's and outreach to providers and partners
2	out of county for trainings, outreach to providers and partners out of county (birthing hospitals and OB/GYN's) (planning)	10,000	outreach to outside county Providers and travel costs for trainings and conferneces
3			
4			
5			

SUBCONTRACTS

			Justification
	TOTAL SUBCONTRAC		
1			
2			
3			
4			
5			

OTHER COSTS

			Justification
	TOTAL OTHER COSTS	**55,408**	
1	Parents As Teachers (PAT) $4500 initial affiliate fee, $5750 FMI training for (1150 x 5 ppl), $75 for virtual IT fee (planning)	10,325	this is to utilize the PAT model in our HV Program
2	trainings outside of PAT (ie: Trauma Infromed Care, Infant Massage certification, breast feeding certification, car seat technician, emergency preparedness for families, ACE's, etc.) (special support/training)	10,000	extra trainings for the nurses doing HV to keep them up to date in all areas of family care
3	emergency supplies (ie: diapers and supliesgas cards, prepaid grocery cards, nipple guards, cribs for cribs for kids program, heating/cooling bills, etc.) (special support/emergency supplies)	25,000	This is suppose to be where the emergency supplies are. These will be used to help families with certain needs to keep them dafe and healthy
4	Educational materials for families (books, videos, etc) (special support/training)	5,000	this is for HV to use with families to assess ASQ's and ACE's, child birth classes, infant massage, etc.
5	Tablets for showing videos with hot spots x 4 including cases and keyboards (special support/technology	3,000	to be used in the homes for educational videos on line
6	Food for Parent meetings including for cooking classes (special support/training)	2,083	to be used for snacks at parent meetings as well as having cooking classes for families that need assistance for healthy eating.
7			
8			

Original Budget Justification Section

CHVP SGF EXP 22b-32 Plumas

ACTIVE

9			
10			

INDIRECT COST			Justification
	TOTAL INDIRECT COSTS	**61,461**	
25.00%	of Total Personnel and Benefits	61,461	Per CDPH approved ICR.

INVOICE SUMMARY

FISCAL YEAR	INVOICE #	BUDGET	INVOICE PERIOD
2022-2023	Q1	Original	July - September

Rev. 7/22/20

PURPOSE:	CHVP SGF Expansion		FUNDING SOURCE, PCA	
CONTRACTOR:	Plumas		CHVP - SGF, 51023	
AGREEMENT #:	CHVP SGF EXP 22b-32	(1)	(2)	(3)
SUBK:		TOTAL FUNDING	%	$

EXPENSE CATEGORY			
PERSONNEL			
FRINGE BENEFITS			
OPERATING			
EQUIPMENT			
TRAVEL			
SUBCONTRACTS			
OTHER COSTS			
INDIRECT COST			
TOTALS			

AS THE FISCAL AGENT FOR THIS AGENCY, I CERTIFY THAT I HAVE SEEN AND REVIEWED THIS INVOICE FOR COMPLIANCE WITH MCAH ADMINISTRATIVE AND PROGRAM POLICIES.

Signature over _____ DATE

Printed Name <Type Name Here>

Click to Select Title

State Use Only	FUNDING SOURCE	CHVP - SGF
	PCA CODE	51023
PERSONNEL		
FRINGE BENEFITS		
OPERATING		
EQUIPMENT		
TRAVEL		
SUBCONTRACTS		
OTHER COSTS		
INDIRECT COST		
Totals for PCA Codes		

PERSONNEL

						Remaining Funds	
						100.00%	142,911
				TOTAL PERSONNEL COSTS			
				TOTAL WAGES			
	INITIALS	TITLE OR CLASS.	Actual Benefit %	Actual Benefit Amount	Total Wages		
1	VAC	RN (DS #					
2	TS	PHN III					
3	JM	LVN II					
4	DP	RN II					
5	LD	RN I					
6	TV	DON					
7	DJ	Admin Services Officer					
8							
9							
10							

Month 3 (Q1)

PURPOSE:	**CHVP SGF Expansion**		**FUNDING SOURCE, PCA**	
CONTRACTOR:	**Plumas**		**CHVP - SGF, 51023**	
AGREEMENT #:	**CHVP SGF EXP 22b-32**	(1)	(2)	(3)
SUBK:		**TOTAL FUNDING**	%	$

EXPENSE CATEGORY			
FRINGE BENEFITS		**Remaining Funds**	
		100.00%	102,934.00
TOTAL FRINGE BENEFITS			

OPERATING			**Remaining Funds**	
			100.00%	3,915.00
	TOTAL OPERATING EXPENSES			
1	Printing, $500 postage, ($42x 12) / $321 ($26.75 x12) (planning)			
2	Communication (phones) $481(planning) ($40.08 x12)			
3	Equipment maintenance(copy/fax machine $1215) (planning) ($101.25 x 12)			
4	Office Supplies (paper $200, Pens $50, files $300, desk organizational supplies $300, paper clips $100, staples $100, binder clips $100, pencils $50, post it notes $100, highlighters			
5				

EQUIPMENT			**Remaining Funds**	
			100.00%	20,300.00
	TOTAL EQUIPMENT EXPENSES			
1	cell phone x 3 ($ 666.67 for 3 phones plus cell plan $45/line x 12months for home visitors to utili			
2	baby scales (also converts for toddler weights) with calibration and carrying case x 2 @ $250 (pl			
3	B/P cuffs and stethescopes for HV nurses x 4 ($395)(for HV bags) (planning)			
4	Pulse oximeter x 4 $25 each for nurses HV bags (planning)			
5	Welch Allyn OAE $6000 with case $250 (planning)			

TRAVEL			**Remaining Funds**	
			100.00%	17,000.00
	TOTAL TRAVEL EXPENSES			
1	In county for home visits and outreach approx 12,000 miles (planning)			
2	out of county for trainings, outreach to providers and partners out of county (birthing hospitals and OB/GYN's) (planning)			
3	emergency supplies (ie: diapers and supliesgas cards, prepaid grocery cards, nipple guards, cribs for cribs for kids program, heating/cooling bills, etc.) (special support/emergency supplies)			
4				
5				

SUBCONTRACTS			**Remaining Funds**	
	TOTAL SUBCONTRACT EXPENSES			
1				
2				
3				
4				
5				

OTHER COSTS			**Remaining Funds**	
			100.00%	55,408.00
	TOTAL OTHER COSTS			
1	Parents As Teachers (PAT) $4500 initial affiliate fee, $5750 FMI training for (1150 x 5 ppl), $75 f			
2	trainings outside of PAT (ie: Trauma Infromed Care, Infant Massage certification, breast feeding			
3	#REF!			
4	Educational materials for families (books, videos, etc) (special support/training)			
5	Tablets for showing videos with hot spots x 4 including cases and keyboards (special support/te			

INDIRECT COST			**Remaining Funds**	
			100.00%	61,461.00
	TOTAL INDIRECT COSTS			
	of Total Personnel and Benefits			

INVOICE SUMMARY

FISCAL YEAR	INVOICE #	BUDGET	INVOICE PERIOD
2022-2023	Q2	Original	October - December

Rev. 7/22/20

PURPOSE:	CHVP SGF Expansion		FUNDING SOURCE, PCA	
CONTRACTOR:	Plumas		CHVP - SGF, 51023	
AGREEMENT #:	CHVP SGF EXP 22b-32	(1)	(2)	(3)
SUBK:		TOTAL FUNDING	%	$

EXPENSE CATEGORY			
PERSONNEL			
FRINGE BENEFITS			
OPERATING			
EQUIPMENT			
TRAVEL			
SUBCONTRACTS			
OTHER COSTS			
INDIRECT COST			
TOTALS			

AS THE FISCAL AGENT FOR THIS AGENCY, I CERTIFY THAT I HAVE SEEN AND REVIEWED THIS INVOICE FOR

Signature over

Printed Name <Type Name Here> DATE

Click to Select Title

State Use Only	FUNDING SOURCE	CHVP - SGF
	PCA CODE	51023
PERSONNEL		
FRINGE BENEFITS		
OPERATING		
EQUIPMENT		
TRAVEL		
SUBCONTRACTS		
OTHER COSTS		
INDIRECT COST		
Totals for PCA Codes		

PERSONNEL

Remaining Funds: 100.00% / 142.911

TOTAL PERSONNEL COSTS

TOTAL WAGES

	INITIALS	TITLE OR CLASS.	Actual Benefit %	Actual Benefit Amount	Total Wages
1	VAC	RN (DS #			
2	TS	PHN III			
3	JM	LVN II			
4	DP	RN II			
5	LD	RN I			
6	TV	DON			
7	DJ	Admin Services Officer			
8					
9					
10					

FRINGE BENEFITS

Remaining Funds: 100.00% / 102.934.00

TOTAL FRINGE BENEFITS

PURPOSE:	CHVP SGF Expansion		FUNDING SOURCE, PCA	
CONTRACTOR:	Plumas		CHVP - SGF, 51023	
AGREEMENT #:	CHVP SGF EXP 22b-32	(1)	(2)	(3)
SUBK:		TOTAL FUNDING	%	$

	EXPENSE CATEGORY			
	OPERATING		Remaining Funds	
			100.00%	3,915.00
	TOTAL OPERATING EXPENSES			
1	Printing, $500 postage, ($42x 12) / $321 ($26.75 x12) (planning)			
2	Communication (phones) $481(planning) ($40.08 x12)			
3	Equipment maintenance(copy/fax machine $1215) (planning) ($101.25 x 12)			
4	Office Supplies (paper $200, Pens $50, files $300, desk organizational supplies $300, paper clips $100, staples $100, binder clips $100, pencils $50, post it notes $100, highlighters			
5				
	EQUIPMENT		Remaining Funds	
			100.00%	20,300.00
	TOTAL EQUIPMENT EXPENSES			
1	cell phone x 3 ($ 666.67 for 3 phones plus cell plan $45/line x 12months for home visitors to utili			
2	baby scales (also converts for toddler weights) with calibration and carrying case x 2 @ $250 (pl			
3	B/P cuffs and stethescopes for HV nurses x 4 ($395)(for HV bags) (planning)			
4	Pulse oximeter x 4 $25 each for nurses HV bags (planning)			
5	Welch Allyn OAE $6000 with case $250 (planning)			
	TRAVEL		Remaining Funds	
			100.00%	17,000.00
	TOTAL TRAVEL EXPENSES			
1	In county for home visits and outreach approx 12,000 miles (planning)			
2	out of county for trainings, outreach to providers and partners out of county (birthing hospitals and OB/GYN's) (planning)			
3	emergency supplies (ie. diapers and supliesgas cards, prepaid grocery cards, nipple guards, cribs for cribs for kids program, heating/cooling bills, etc.) (special support/emergency			
4				
5				
	SUBCONTRACTS		Remaining Funds	
	TOTAL SUBCONTRACT EXPENSES			
1				
2				
3				
4				
5				
	OTHER COSTS		Remaining Funds	
			100.00%	55,408.00
	TOTAL OTHER COSTS			
1	Parents As Teachers (PAT) $4500 initial affiliate fee, $5750 FMI training for (1150 x 5 ppl), $75			
2	trainings outside of PAT (ie: Trauma Infromed Care, Infant Massage certification, breast feeding			
3	#REF!			
4	Educational materials for families (books, videos, etc) (special support/training)			
5	Tablets for showing videos with hot spots x 4 including cases and keyboards (special support/te			
	INDIRECT COST		Remaining Funds	
			100.00%	61,461.00
	TOTAL INDIRECT COSTS			
	of Total Personnel and Benefits			

INVOICE SUMMARY

FISCAL YEAR	INVOICE #	BUDGET	INVOICE PERIOD
2022-2023	Q3	Original	January -March

Rev. 7/22/20

PURPOSE:	CHVP SGF Expansion		FUNDING SOURCE, PCA	
CONTRACTOR:	Plumas		CHVP - SGF, 51023	
AGREEMENT #:	CHVP SGF EXP 22b-32	(1)	(2)	(3)
SUBK:		TOTAL FUNDING	%	$

EXPENSE CATEGORY			
PERSONNEL			
FRINGE BENEFITS			
OPERATING			
EQUIPMENT			
TRAVEL			
SUBCONTRACTS			
OTHER COSTS			
INDIRECT COST			
TOTALS			

AS THE FISCAL AGENT FOR THIS AGENCY, I CERTIFY THAT I HAVE SEEN AND REVIEWED THIS INVOICE FOR

Signature over

Printed Name <Type Name Here> DATE

Click to Select Title

State Use Only	FUNDING SOURCE	CHVP - SGF
	PCA CODE	51023
PERSONNEL		
FRINGE BENEFITS		
OPERATING		
EQUIPMENT		
TRAVEL		
SUBCONTRACTS		
OTHER COSTS		
INDIRECT COST		
Totals for PCA Codes		

PERSONNEL						Remaining Funds	
						100.00%	142,911
				TOTAL PERSONNEL COSTS			
				TOTAL WAGES			
	INITIALS	TITLE OR CLASS.	Actual Benefit %	Actual Benefit Amount	Total Wages		
1	VAC	RN (DS #					
2	TS	PHN III					
3	JM	LVN II					
4	DP	RN II					
5	LD	RN I					
6	TV	DON					
7	DJ	Admin Services Officer					
8							
9							
10							

FRINGE BENEFITS		Remaining Funds	
		100.00%	102,934.00
	TOTAL FRINGE BENEFITS		

PURPOSE:	CHVP SGF Expansion		FUNDING SOURCE, PCA	
CONTRACTOR:	Plumas		CHVP - SGF, 51023	
AGREEMENT #:	CHVP SGF EXP 22b-32	(1)	(2)	(3)
SUBK:		TOTAL FUNDING	%	$

EXPENSE CATEGORY				
OPERATING			Remaining Funds	
			100.00%	3,915.00
	TOTAL OPERATING EXPENSES			
1	Printing, $500 postage, ($42x 12) / $321 ($26.75 x12) (planning)			
2	Communication (phones) $481(planning) ($40.08 x12)			
3	Equipment maintenance(copy/fax machine $1215) (planning) ($101.25 x 12)			
4	Office Supplies (paper $200, Pens $50, files $300, desk organizational supplies $300, paper clips $100, staples $100, binder clips $100, pencils $50, post it notes $100, highlighters			
5				

EQUIPMENT			Remaining Funds	
			100.00%	20,300.00
	TOTAL EQUIPMENT EXPENSES			
1	cell phone x 3 ($ 666.67 for 3 phones plus cell plan $45/line x 12months for home visitors to utili			
2	baby scales (also converts for toddler weights) with calibration and carrying case x 2 @ $250 (pl			
3	B/P cuffs and stethescopes for HV nurses x 4 ($395)(for HV bags) (planning)			
4	Pulse oximeter x 4 $25 each for nurses HV bags (planning)			
5	Welch Allyn OAE $6000 with case $250 (planning)			

TRAVEL			Remaining Funds	
			100.00%	17,000.00
	TOTAL TRAVEL EXPENSES			
1	In county for home visits and outreach approx 12,000 miles (planning)			
2	out of county for trainings, outreach to providers and partners out of county (birthing hospitals and OB/GYN's) (planning)			
3	emergency supplies (ie: diapers and supliesgas cards, prepaid grocery cards, nipple guards, cribs for cribs for kids program, heating/cooling bills, etc.) (special support/emergency supplies)			
4				
5				

SUBCONTRACTS			Remaining Funds	
	TOTAL SUBCONTRACT EXPENSES			
1				
2				
3				
4				
5				

OTHER COSTS			Remaining Funds	
			100.00%	55,408.00
	TOTAL OTHER COSTS			
1	Parents As Teachers (PAT) $4500 initial affiliate fee, $5750 FMI training for (1150 x 5 ppl), $75 f			
2	trainings outside of PAT (ie: Trauma Infromed Care, Infant Massage certification, breast feeding			
3	#REF!			
4	Educational materials for families (books, videos, etc) (special support/training)			
5	Tablets for showing videos with hot spots x 4 including cases and keyboards (special support/tec			

INDIRECT COST			Remaining Funds	
			100.00%	61,461.00
	TOTAL INDIRECT COSTS			
	of Total Personnel and Benefits			

INVOICE SUMMARY

FISCAL YEAR	INVOICE #	BUDGET	INVOICE PERIOD
2022-2023	Q4	Original	April - June

Rev. 7/22/20

PURPOSE:	CHVP SGF Expansion		FUNDING SOURCE, PCA	
CONTRACTOR:	Plumas		CHVP - SGF, 51023	
AGREEMENT #:	CHVP SGF EXP 22b-32	(1)	(2)	(3)
SUBK:		TOTAL FUNDING	%	$

EXPENSE CATEGORY			
PERSONNEL			
FRINGE BENEFITS			
OPERATING			
EQUIPMENT			
TRAVEL			
SUBCONTRACTS			
OTHER COSTS			
INDIRECT COST			
TOTALS			

Final Invoice: Yes/No

AS THE FISCAL AGENT FOR THIS AGENCY, I CERTIFY THAT I HAVE SEEN AND REVIEWED THIS INVOICE FOR

Signature over _____ DATE

Printed Name <Type Name Here>

Click to Select Title

State Use Only	FUNDING SOURCE	CHVP - SGF
	PCA CODE	51023
PERSONNEL		
FRINGE BENEFITS		
OPERATING		
EQUIPMENT		
TRAVEL		
SUBCONTRACTS		
OTHER COSTS		
INDIRECT COST		
Totals for PCA Codes		

PERSONNEL

						Remaining Funds	
						100.00%	142,911
			TOTAL PERSONNEL COSTS				
			TOTAL WAGES				
	INITIALS	TITLE OR CLASS.	Actual Benefit %	Actual Benefit Amount	Total Wages		
1	VAC	RN (DS #					
2	TS	PHN III					
3	JM	LVN II					
4	DP	RN II					
5	LD	RN I					
6	TV	DON					
7	DJ	Admin Services Officer					
8							
9							
10							

FRINGE BENEFITS

	Remaining Funds	
	100.00%	102,934.00
TOTAL FRINGE BENEFITS		

PURPOSE:	CHVP SGF Expansion		FUNDING SOURCE, PCA	
CONTRACTOR:	Plumas		CHVP - SGF, 51023	
AGREEMENT #:	CHVP SGF EXP 22b-32	(1)	(2)	(3)
SUBK:		TOTAL FUNDING	%	$

EXPENSE CATEGORY				
OPERATING			Remaining Funds	
			100.00%	3,915.00
	TOTAL OPERATING EXPENSES			
1	Printing, $500 postage, ($42x 12) / $321 ($26.75 x12) (planning)			
2	Communication (phones) $481(planning) ($40.08 x12)			
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5				
EQUIPMENT			Remaining Funds	
			100.00%	20,300.00
	TOTAL EQUIPMENT EXPENSES			
1	cell phone x 3 ($ 666.67 for 3 phones plus cell plan $45/line x 12months for home visitors to utili			
2	baby scales (also converts for toddler weights) with calibration and carrying case x 2 @ $250 (p			
3	B/P cuffs and stethescopes for HV nurses x 4 ($395)(for HV bags) (planning)			
4	Pulse oximeter x 4 $25 each for nurses HV bags (planning)			
5	Welch Allyn OAE $6000 with case $250 (planning)			
TRAVEL			Remaining Funds	
			100.00%	17,000.00
	TOTAL TRAVEL EXPENSES			
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4				
5				
SUBCONTRACTS			Remaining Funds	
	TOTAL SUBCONTRACT EXPENSES			
1				
2				
3				
4				
5				
OTHER COSTS			Remaining Funds	
			100.00%	55,408.00
	TOTAL OTHER COSTS			
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2	trainings outside of PAT (ie: Trauma Infromed Care, Infant Massage certification, breast feeding			
3	#REF!			
4	Educational materials for families (books, videos, etc) (special support/training)			
5	Tablets for showing videos with hot spots x 4 including cases and keyboards (special support/te			
INDIRECT COST			Remaining Funds	
			100.00%	61,461.00
	TOTAL INDIRECT COSTS			
	of Total Personnel and Benefits			

INVOICE SUMMARY

FISCAL YEAR	INVOICE #	BUDGET	INVOICE PERIOD
2022-2023	Suppl 1	Original	

Rev. 7/22/20

PURPOSE:	CHVP SGF Expansion		FUNDING SOURCE, PCA	
CONTRACTOR:	Plumas		CHVP - SGF, 51023	
AGREEMENT #:	CHVP SGF EXP 22b-32	(1)	(2)	(3)
SUBK:		TOTAL FUNDING	%	$

EXPENSE CATEGORY			
PERSONNEL			
FRINGE BENEFITS			
OPERATING			
EQUIPMENT			
TRAVEL			
SUBCONTRACTS			
OTHER COSTS			
INDIRECT COST			
TOTALS			

Final Invoice: Yes/No

AS THE FISCAL AGENT FOR THIS AGENCY, I CERTIFY THAT I HAVE SEEN AND REVIEWED THIS INVOICE FOR

Signature over

Printed Name <Type Name Here> DATE

Click to Select Title

State Use Only	FUNDING SOURCE	CHVP - SGF
	PCA CODE	51023
PERSONNEL		
FRINGE BENEFITS		
OPERATING		
EQUIPMENT		
TRAVEL		
SUBCONTRACTS		
OTHER COSTS		
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Totals for PCA Codes		

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						100.00%	142,911
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				TOTAL WAGES			
	INITIALS	TITLE OR CLASS.	Actual Benefit %	Actual Benefit Amount	Total Wages		
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3	JM	LVN II					
4	DP	RN II					
5	LD	RN I					
6	TV	DON					
7	DJ	Admin Services Officer					
8							
9							
10							

FRINGE BENEFITS		Remaining Funds	
		100.00%	102,934.00
	TOTAL FRINGE BENEFITS		

PURPOSE:	CHVP SGF Expansion		FUNDING SOURCE, PCA	
CONTRACTOR:	Plumas		CHVP - SGF, 51023	
AGREEMENT #:	CHVP SGF EXP 22b-32	(1)	(2)	(3)
SUBK:		TOTAL FUNDING	%	$

EXPENSE CATEGORY				
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SUBCONTRACTS			Remaining Funds	
	TOTAL SUBCONTRACT EXPENSES			
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5	Tablets for showing videos with hot spots x 4 including cases and keyboards (special support/te			
INDIRECT COST			Remaining Funds	
			100.00%	61,461.00
	TOTAL INDIRECT COSTS			
	of Total Personnel and Benefits			

California Department of Public Health CDPH Maternal, Child and Adolescent Health Division

NOTES PAGE

Rev. 7/22/20

Program: **CHVP SGF Expansion**
Agency: **Plumas**
SubK: **CHVP SGF EXP 22b-32**
Fiscal Year: **2022-2023**

This Section is for staff to document problems, questions, or other information.

Note No.	Initials	Date	Note
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PLUMAS COUNTY
PUBLIC HEALTH AGENCY
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Audrey Rice, Administrator Assistant II**
MEETING DATE:	**June 6, 2023**
SUBJECT:	**Adopt a RESOLUTION to accept Subaward Number A23-0057-S003 from Chico State Enterprises in the amount not to exceed $119,490.00 and authorize the Director of Public Health to sign; does not impact general fund; approved as to form by County Counsel.**

Recommendation:

The Director of Public Health respectfully recommends that the Board of Supervisors approve a Resolution authorizing the Director of Public Health to accept funding in the amount of $119,490.00 from Chico State Enterprises and authorize the Director to sign the Subaward agreement.

Background and Discussion:

Chico State Enterprises has been awarded the Mello-Granlund Senior Nutrition Program Infrastructure Grant by the California Department of Aging (CDA), a grant, for the purpose of purchasing, upgrading, or refurbishing infrastructure for the production and distribution of congregate or home-delivered meals. Plumas County Public Health Agency will purchase equipment in compliance with the Home and Community Based Services (HCBS) Senior Nutrition Infrastructure Grant Program (NI), affecting Senior Nutrition Programs authorized under the Mello-Granlund Older Californias Act.

The attached Resolution has been approved by County Counsel.

Action:

Adopt a RESOLUTION to accept Subaward Number A23-0057-S003 from Chico State Enterprises in the amount not to exceed $119,490.00 and authorize the Director of Public Health to sign.

Fiscal Impact:

There is no fiscal impact to the general fund.

Attachments:

1. 23-366 Resolution FINAL
2. 23-366 Agreement FINAL
3. 23-366 Infrastructure Grant RFF

RESOLUTION NO. 23-_____

A RESOLUTION TO ACCEPT SUBAWARD NUMBER A23-0057-S003 FROM CHICO STATE ENTERPRISES IN THE AMOUNT NOT TO EXCEED $119,490.00 AND AUTHORIZE THE DIRECTOR OF PUBLIC HEALTH TO SIGN.

WHEREAS, Chico State Enterprises has been awarded the Mello-Granlund Senior Nutrition Program Infrastructure Grant by the California Department of Aging (CDA), grant #NI-2223-03, for the purpose of purchasing, upgrading, or refurbishing infrastructure for the production and distribution of congregate or home-delivered meals; and

WHEREAS Plumas County Public health Agency will purchase equipment in compliance with the Home and Community Based Services (HCBS) Senior Nutrition Infrastructure Grant Program (NI), affecting Senior Nutrition Programs authorized under the Mello-Granlund Older Californians Act; and

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

Approves and accepts Subaward Number A23-0057-S003 from Chico State Enterprises in the amount not to exceed $119,490.00 for term 1/1/2023 through 12/31/2023 and authorizes the Director of Public Health to sign the Subaward Agreement A23-0057-S003.

Ratifies the Subaward Agreement A23-0057-S003, and authorizes the Director of Public Health to sign for any grant awards related to this Agreement or request reimbursement from 01/01/2023 to date of approval of this Agreement by the Board of Supervisors.

The forgoing Resolution was duly passed and adopted by the Board of Supervisors, County of Plumas, State of California, at a regular meeting of said Board held on the day of June 6, 2023, by the following vote:

Ayes:

Noes:

Absent:

Abstain:

_____

Chair, Plumas County Board of Supervisors

Attest:

_____

Clerk, Plumas County Board of Supervisors

Approved as to form:

Joshua Brechtel
Deputy County Counsel

SUBAWARD

SUBAWARD NUMBER	AM. NO.
A23-0057-S003	
SUBRECIPIENT IDENTIFICATION NUMBER	

THIS SUBAWARD, made and entered into in the State of California, by and between **Chico State Enterprises** , hereafter called Prime Recipient, and

SUBRECIPIENT'S NAME
County of Plumas ,hereafter called Subrecipient.

Prime Recipient has been awarded the Mello-Granlund Senior Nutrition Program Infrastructure Grant by the California Department of Aging (CDA), grant # NI-2223-03, for the purpose of purchasing, upgrading, or refurbishing infrastructure for the production and distribution of congregate or home-delivered meals. Prime Recipient has identified Subrecipient to receive funds for the described purpose under this grant.

Subrecipient agrees at its own expense to furnish all equipment, labor and materials necessary to provide Prime Recipient with the services as follows:

Subrecipient will purchase equipment in compliance with the terms and conditions as detailed in Attachment A, Scope of Work.

The Term of this Subaward shall commence 1/1/2023 and will end 12/31/2023.

Prime Recipient agrees to reimburse Subrecipient an amount not to exceed $119,490.00.

This Subaward incorporates the following attachments:

Attachment A – Scope of Work (1 page)
Attachment C – Contact Information (1 page)
Attachment D – Terms & Conditions (3 page)
Attachment H – Prime Award (30 pages)

This Subaward has been executed by the parties hereto, upon the date of final signature below:

PRIME RECIPIENT	**SUBRECIPIENT**
Chico State Enterprises	**Plumas County**
BY (AUTHORIZED SIGNATURE) DATE	BY (AUTHORIZED SIGNATURE) DATE
PRINTED NAME AND TITLE OF PERSON SIGNING Mary Sidney Chief Executive Officer, CSE	PRINTED NAME AND TITLE OF PERSON SIGNING Dana Loomis
ADDRESS/E-MAIL 25 Main Street, Suite 203, CA 95928-5388 msidney@csuchico.edu	ADDRESS/E-MAIL 270 County Hospital Road, Ste 206, Quincy CA 95971 danaloomis@countyofplumas.com

AMOUNT ENCUMBERED BY THIS DOCUMENT	TOTAL AMOUNT ENCUMBERED TO DATE	PROJECT CODE
$ 119,490.00	$ 119,490.00	SP-73264-01

Approved as to form:
Joshua Brechtel
Deputy County Counsel

Attachment A
Scope of Work

Subrecipient will purchase the following equipment in compliance with the Home and Community Based Services (HCBS) Senior Nutrition Infrastructure Grant Program (NI), affecting Senior Nutrition Programs authorized under the Mello-Granlund Older Californians Act.

A. APPROVED PURCHASES PER CALIFORNIA DEPARTMENT OF AGING:
Subgrantee shall purchase the following equipment. All equipment MUST be in the subcontractor's **possession** by December 31, 2023. Only the equipment listed below is approved for purchase. Changes or substitutions must be authorized by the AAA prior to purchase, and authorization is not guaranteed.

SITE: PLUMAS COUNTY	
DESCRIPTION OF PROPERTY	**ESTIMATED COST**
Ford Transit Connect (2)	$ 107,990.00
Convection Oven (2)	$ 8,000.00
Reach-in Freezer	$ 3,500.00
TOTAL	**$ 119,490.00**

B. EQUIPMENT AND INVENTORY PROCEDURES
Subcontractor shall follow all mandated procedures for equipment acquisition, including the requirements outlined below:

- Secure competitive bids or sole source justification for items valued at $10,000 or more
- Upon receipt of equipment, submit form CDA 9023 to Passages and Chico State Enterprises for items valued at $5,000 or more and all IT equipment
- Record equipment on the subcontractor's master inventory, listing the infrastructure grant as the funding source

C. INVOICING AND REIMBURSEMENT
See Attachment D, Clause 1

Attachment C
Contact Information

Prime Recipient Contacts	Subrecipient Contacts
Administrative Contact	***Administrative Contact***
Name: Mary Neuman Title: Passages Adult Resource Center 25 Main Street, Suite 202 Address: Chico, CA 95928-5388 Telephone: 530-898-6758 Fax: 530-898-4870 Email: mneuman@csuchico.edu	Name: DeLena Jones Title: Plumas County 270 County Hospital Road, Ste 206 Address: Quincy CA 95971 Telephone: 530-283-6362 Fax: 530-283-6425 Email: delenajones@countyofplumas.com
Principal Investigator	***Project Director***
Name: Joseph Cobery Title: Director Passages Adult Resource Center 25 Main Street, Suite 202 Address: Chico, CA 95928-5388 Telephone: 530-898-6758 Fax: 530-898-4870 Email: jcobery@csuchico.edu	Name: John Rix Title: Plumas County 270 County Hospital Road, Ste 206 Address: Quincy CA 95971 Telephone: 530-283-3546 Fax: 530-283-6425 Email: johnrix@countyofplumas.com
Financial Contact	***Financial Contact***
Name: Skyler Gebhart Title: Grants/Contracts Analyst Chico State Enterprises Address: 25 Main Street, Suite 103 Chico CA 95928-5388 Telephone: 530-898-5829 Fax: Email: sgebhart@csuchico.edu	Name: DeLena Jones Title: Plumas County 270 County Hospital Road, Ste 206 Address: Quincy CA 95971 Telephone: 530-283-6362 Fax: 530-283-6425 Email: delenajones@countyofplumas.com
Authorized Signatory	***Authorized Signatory***
Name: Mary Sidney Title: Chief Executive Officer Chico State Enterprises Address: 25 Main Street, Suite 103 Chico CA 95928-5388 Telephone: 530-898-6811 Fax: Email: msidney@csuchico.edu	Name: Dana Loomis Title: Plumas County 270 County Hospital Road, Ste 206 Address: Quincy CA 95971 Telephone: 530-283-6342 Fax: 530-283-6425 Email: danaloomis@countyofplumas.com

Attachment D
Terms and Conditions

1. **Invoicing:** Subcontractor shall submit monthly invoices for property and equipment purchased with Infrastructure Grant funds, using the invoice form provided by the AAA.

   A. Equipment can be reimbursed once it is fully in the subcontractor's possession, installation is complete, and all costs have been incurred related to the equipment.

   B. Each invoice must be supported by complete receipts for all items and costs listed on the invoice.

   C. No invoices for purchases completed after last date of the term will be paid.

2. **Budget Contingency**:

   A. It is mutually understood between the Parties that this Agreement may have been written before ascertaining the availability of congressional or legislative appropriation of funds, for the mutual benefit of both Parties in order to avoid program and fiscal delays that would occur if this Agreement were executed after that determination was made.

   B. This Agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government or the California State Legislature for the purpose of this program. In addition, this Agreement is subject to any additional restrictions, limitations, conditions, or any statute enacted by the Congress or the State Legislature that may affect the provisions, terms, or funding of the Agreement.

   C. It is mutually agreed that if Congress or the California State Legislature does not appropriate sufficient funds for the program, the State has the option to terminate the Agreement in accordance with Section 11 or to amend this Subaward to reflect any reduction in funds.

3. **Modification:** Any modifications of the terms and/or conditions of this Subaward shall be made in written agreement by both parties.

4. **Independent Entity:** Subrecipient is an independent entity, not an employee of Prime Recipient, however, the work or services to be provided by Subrecipient shall be provided in a manner consistent with reaching Prime Recipient's objectives in entering this Subaward.

5. **Confidentiality**: During the term of this Agreement, and for a period of five (5) years following the termination hereof, each party shall exercise reasonable care to maintain in confidence all confidential information disclosed by the other party pursuant to this Agreement ("Confidential Information"), but only to the extent: (a) if disclosed in writing, such confidential information is marked as confidential when disclosed; or (b) if disclosed orally, such confidential information is identified as confidential at the time of disclosure and confirmed in writing within thirty (30) days after the oral disclosure. The receiving party shall not use, disclose, or grant the use of the Confidential Information except on a need---to---know basis to those directors, officers, employees, agents, and permitted assignees, to the extent such disclosure is reasonably necessary in connection with the provision of Services under this Agreement. Before disclosure, the receiving party shall obtain the written agreement of any such person who is not otherwise bound by fiduciary obligations to hold in confidence and not make use of the Confidential Information for any purpose other than those permitted by this Agreement.

The limitations on use and the nondisclosure obligations contained in this Agreement shall not apply to the extent that: (a) the receiving party is required to disclose the Confidential Information by law, order or regulation of a governmental agency or a court of competent jurisdiction, provided that, time permitting, the receiving party shall provide written notice thereof to the disclosing party; or (b) the receiving party can demonstrate by written records that: (i) the information was public knowledge at the time of disclosure, or thereafter became public knowledge, other than as a result of acts in violation hereof; (ii) the information was rightfully known by the receiving party prior to the date of disclosure; (iii) the information was disclosed to the receiving party on an unrestricted basis from a third party not under a duty of confidentiality to the disclosing party; or, (iv) the information was independently developed by employees or agents of the receiving party without access to or use of the Confidential Information.

6. **Indemnification:** Each party agrees to defend, indemnify and hold harmless the other party, its officers, employees and agents from and against any and all liability, loss, expense, attorney's fees, or claims for injury or damages arising out of the performance of this subaward, but only in proportion to and to the extent such liability, loss, expense, attorney's fees or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the indemnifying party, its officers, agents or employees.

   Chico State Enterprises, as the indemnified party, shall also include California State University, Chico, The Trustees of the CSU, and the State of California.

7. **Liability for Breach of Contract:** During the Subcontract, either party that has difficulty in fulfilling the terms and conditions of the subcontract shall carefully solve it through negotiation. If both parties fail to reach consensus, the default party shall assume responsibility for compensation. The specific compensation plan shall be negotiated by both parties or be solved through civil action in accordance with the state related laws and regulations. The litigation shall be governed by the people's court at the location of the non-default party.

8. **Insurance:** In the absence of Attachment E, Specific Insurance Requirements, Subrecipient, at its own cost, agrees to maintain, for the duration of this Subaward: Workers' Compensation Insurance and Employer's Liability Insurance for its employees in accordance with the laws of the State of California; general liability insurance in an amount of not less than $1,000,000 per occurrence for bodily injury, personal injury, and property damage; and automobile liability insurance covering bodily injury and property damage for all activities of the Subrecipient arising out of or in connection with the work to be performed under this Subaward, including coverage for owned, hired, and non-owned vehicles, in an amount of not less than $1,000,000. Subrecipient shall furnish Prime Recipient with a certificate of insurance upon request.

9. **Controlling Law Venue:** This contract is made and entered into in the County of Butte, State of California. The validity of this contract, its construction, interpretation, and enforcement, and the rights of the parties hereto shall be interpreted in accordance with the laws of the state of California. The parties agree that all actions or proceedings arising in connection with this agreement shall be brought and litigated exclusively in courts with jurisdiction over the County of Butte.

10. **Termination:** This Subaward may be terminated for the following reasons:

    A. Immediately for cause if either party violates any of the terms or provisions of this Subaward; or
    B. By either party without cause upon 30 days written notice of termination.

11. **Partial Invalidity**: If any provision of this Subaward is held to be invalid, void, or unenforceable, the remainder of the provision and/or provisions shall remain in full force and effect and shall not be affected or invalidated.

12. **Audit:** Subrecipient agrees that, Prime Recipient, the awarding agencies, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to audit and/or review, and copy any records and supporting documentation pertaining to the performance of this Subaward if it exceeds $10,000. The Subrecipient agrees to maintain such records for possible audit for a minimum of seven (7) years after final payment, unless a longer period of record retention is stipulated in Exhibit D of the prime award. If any litigation, claim, or audit begins prior to the expiration of the retention period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved and final action taken. Subrecipient agrees to refund to the Prime Recipient any amounts claimed for reimbursement and paid to Subrecipient which are later disallowed after audit or inspection of records.

13. **Force Majeure**: Neither party is liable or responsible to the other party, or has defaulted under or breached this Contract, for failure or delay in fulfilling or performing any obligation to the extent that, and for so long, as such failure or delay is caused by or results from causes beyond the reasonable control of the affected party including but not limited to fires, earthquakes, floods, embargoes, wars, acts of war (whether war is declared or not), insurrections, riots, civil disturbances, strikes, lockouts, or other labor disturbances, acts of God, or any acts, omissions, or delays in acting by any governmental authority or the other party.

14. **Prime Award:** The terms and conditions of the Prime Award are incorporated into this subaward by this reference. All references to Chico State Enterprises and its variants, School, Awardee, Grantee, Recipient, etc. in the Prime Award shall mean the Subrecipient. Prime Award shall be included in Attachment H. In the event of any conflict, contradiction, or ambiguity between terms and conditions of this subaward and the Prime Award, then the terms of this subaward shall prevail.

Attachment H
Prime Award

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STANDARD AGREEMENT

STD 213 (Rev 02/20)

AGREEMENT NUMBER	
NI-2223-03	
STATE CONTROLLER'S OFFICE IDENTIFIER	REGISTRATION NUMBER
4170-NI222303	

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

STATE AGENCY'S NAME

California Department of Aging, hereinafter referred to as "State"

CONTRACTOR'S NAME

Chico State Enterprises, hereinafter referred to as "University"

2. The term of this Agreement is: October 1, 2022 through December 31, 2024

3. The maximum amount of this Agreement is: $ 653,980 Six Hundred Fifty-Three Thousand Nine Hundred Eighty Dollars

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

Exhibit A – **A8**: A–Scope of Work; A1–Deliverables; A2–Key Personnel; A3–Authorized Representatives; A4–Use of Intellectual Property & Data; A5–Resumes/Biosketch; A6–Current & Pending Support; A7-Third Party Confidential Information (if applicable)	11 pages
Exhibit B – B–Budget; B1–Budget Justification; B2– Subawardee Budgets (if applicable); B3–Invoice Elements; B4–Additional Payment Provisions	8 pages
Exhibit C* – University Terms and Conditions	UTC-220

Check mark additional Exhibits below, and attach applicable Exhibits or provide internet link:

☒ **Exhibit D** – Additional Requirements Associated with Funding Sources	1 page
☒ **Exhibit E** – Special Conditions for Security of Confidential Information	1 page
☒ **Exhibit F** – Access to State Facilities or Computing Resources	1 page
☒ **Exhibit G** – Negotiated Alternate UTC Terms	6 pages

Items shown with an Asterisk (*) are hereby incorporated by reference and made part of this agreement as if attached hereto. You can find these documents on the University of California, Office of the President and the California Department of General Services websites.

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

CONTRACTOR

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

Chico State Enterprises

BY *(Authorized Signature)*: DocuSigned by: Mary Sidney E7595042B1D943B...

DATE SIGNED *(Do not type)*: 1/27/2023

PRINTED NAME AND TITLE OF PERSON SIGNING

Mary Sidney, CEO

ADDRESS

25 Main Street, Suite 203, Chico CA 95928-5388

STATE OF CALIFORNIA

AGENCY NAME

California Department of Aging

BY *(Authorized Signature)*: DocuSigned by: 82DE611E13EC404...

DATE SIGNED *(Do not type)*: 1/27/2023

PRINTED NAME AND TITLE OF PERSON SIGNING

Nate Gillen, Chief, Business Management Bureau

ADDRESS

2880 Gateway Oaks Drive, Suite 200, Sacramento, CA 95833

California Department of General Services Use Only

☒ Exempt per: AG OP 80-111

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Exhibit A – Scope of Work

Project Summary & Scope of Work

☐ Contract ☒ Grant

Does this project include Research (as defined in the UTC)? ☐ Yes ☒ No

PI Name: *Mary Sidney, CEO*

Project Title: *Nutrition Infrastructure Grant*

Project Summary/Abstract

Briefly describe the long-term objectives for achieving the stated goals of the project.

The project goal is to enhance, expand, and increase senior nutrition infrastructure in California. The purpose of this funding is to fund capacity and infrastructure improvement grants for senior nutrition programs under the Mello-Granlund Older California's Act. This grant shall prioritize purchasing, upgrading, or refurbishing infrastructure for the production and distribution of congregate or home-delivered meals.

If Third-Party Confidential Information is to be provided by the State:

☐ Performance of the Scope of Work is anticipated to involve use of third-party Confidential Information and is subject to the terms of this Agreement; ***OR***

☐ A separate CNDA between the University and third-party is required by the third-party and is incorporated in this Agreement as Exhibit A7, Third Party Confidential Information.

Scope of Work

Describe the goals and specific objectives of the proposed project and summarize the expected outcomes. If applicable, describe the overall strategy, methodology, and analyses to be used. Include how the data will be collected, analyzed, and interpreted as well as any resource sharing plans as appropriate. Discuss potential problems, alternative strategies, and benchmarks for success anticipated to achieve the goals and objectives.

1. GRANT AGREEMENT PARTIES:

A. This Grant Agreement is established between CHICO STATE ENTERPRISES hereafter referred to as Grantee, and the California Department of Aging (CDA). CDA and Grantee are hereinafter collectively referred to as the Parties.

2. GRANT PERFORMANCE PERIOD:

A. All tasks and work performed must be completed during the grant performance period from October 1, 2022, through December 31, 2024. No invoices for work completed after December 31, 2024, will be paid.

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3. GRANT AGREEMENT MANAGERS:

A. The grant agreement managers during the term of this Agreement shall be:

Department of Aging:		Grantee: Chico State Enterprises	
Section/Unit: Nutrition and Wellness Bureau		Section/Unit:	
Attention:	Lana Reynolds, Bureau Chief	Attention:	Mary Sidney
Address:	2880 Gateway Oaks Drive, Suite 200 Sacramento, CA 95833	Address:	25 Main Street, Room 202 Chico, 95928
Phone: 916-419-7553		Phone: 530-898-4870	Fax: 530-898-5923
Email: Lana.Reynolds@aging.ca.gov		Email: msidney@csuchico.edu	

Either party may make changes to the contact names or information above by giving written notice to the other party. Said changes shall not require an amendment to this Agreement.

4. DEFINITIONS

As used in this agreement, the following words shall have the following meanings:

A. Grant Scope: items listed within Exhibit A, Scope of Work, found within this Agreement.

5. GRANTEE RESPONSIBILITIES:

A. Grantee acknowledges that CDA may make reasonable changes to its procedures in support of this grant and its requirements. If CDA makes any changes to its procedures and guidelines, CDA agrees to notify Grantee within a reasonable timeframe.

B. Grantee shall complete the Grant Scope in accordance with the time of the Grant Performance Period set forth in Section 2 of this Scope of Work, and under the terms and conditions of this agreement.

C. Grantee agrees that any other project changes or alterations which deviate from the intent of the project selection criteria provided by the Grantee in the original application must be submitted in writing to CDA Agreement Manager for prior approval.

D. Grantee shall prioritize purchasing, upgrading, or refurbishing infrastructure for the production and distribution of congregate or home-delivered meals, including but not limited to:

1. Production-scale commercial kitchens including commercial grade equipment such as ovens, stoves, steamers, and mixers

2. Warming, refrigeration, or freezer capacity and equipment including refrigerators and freezers, hot holding equipment, insulated food delivery bags, and steam tables

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3. Food delivery vehicles including cars, trucks, vans, and temperature-controlled vehicles

4. Improvements and equipment to expand capacity for providers of meals including food/meal packing equipment, dishwashers, 3-compartment sinks, prep tables, steam tables, and salad bars

5. Refurbishments including repair or replacement of damaged and/or deteriorated flooring and/or repair and painting of damaged wall surfaces in areas where food is prepared, packaged, stored, or served including areas where kitchenware are washed and stored

    a) Grantee must verify flooring or painting is not covered under a building lease prior to requesting use of infrastructure funding for this purpose and the grantee must maintain documentation in case of grant monitoring or audit.

6. Energy efficient light fixtures in kitchen or congregate meal service areas

7. Installation costs (labor/materials) for allowable improvements and equipment

8. Furniture, including table and chairs, for congregate meal service areas

9. Technological or data system infrastructure for monitoring client health outcomes including computing devices, workstations, servers, laptops, personal digital assistants, notebook computers, tablets, and software programs for data entry and/or monitoring of client data and health outcomes

E. Grantee shall not use this funding to make additions, improvements, modifications, replacements, rearrangements, reinstallations, renovations, or alterations to capital assets that materially increase their value or useful life. This includes any equipment that is permanently affixed to a building such as non-portable generators, walk-in refrigerators, and walk-in freezers.

6. CDA RESPONSIBILITIES

A. The CDA Agreement Manager will coordinate dates and information between CDA and the Grantee.

B. The CDA Agreement Manager shall provide all information required to the Grantee.

C. The CDA Agreement Manager shall communicate any additional information on grant requirements or revisions.

D. The CDA Agreement Manager will work with Grantee to answer any question and resolve any issues regarding the work.

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Exhibit A1 - Deliverables

SCHEDULE OF DELIVERABLES

List all items that will be delivered to the State under the proposed Scope of Work. Include all reports, including draft reports for State review, and any other Deliverables, if requested by the State and agreed to by the Parties.

Not applicable to this Agreement

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Exhibit A2 – Key Personnel

KEY PERSONNEL

List Key Personnel as defined in the Agreement starting with the PI, by last name, first name followed by Co-PIs. Then list all other Key Personnel in alphabetical order by last name. For each individual listed include his/her name, institutional affiliation, and role on the proposed project. Use additional consecutively numbered pages as necessary.

Last Name, First Name	Institutional Affiliation	Role on Project
PI:		
Cobery, Joseph	Passages Adult Resource Center	AAA Director
Co-PI(s) – if applicable:		
Neumann, Mary	Passages Adult Resource Center	AAA Deputy Director
Other Key Personnel (if applicable):		
Geiger, John	Passages Adult Resource Center	Program Manager, Ombudsman
Neumann, Mary	Passages Adult Resource Center	Program Manager, IIIB Other Support Services
Graber, JoBeth	Passages Adult Resource Center	Program Manager for IIIE FCSP
N/A	Passages Adult Resource Center	Program Manager for IIIB Care Management
Kramer, Ronda	Passages Adult Resource Center	Program Manager, for IIIB Other Support Services Public Info
TBD Open Position	Passages Adult Resource Center	Program Manager, IIID Disease Prevention

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Exhibit A3 – Authorized Representatives

AUTHORIZED REPRESENTATIVES AND NOTICES

The following individuals are the authorized representatives for the State and the University under this Agreement. Any official Notices issued under the terms of this Agreement shall be addressed to the Authorized Official identified below, unless otherwise identified in the Agreement.

State Agency Contacts Agency Name: California Department of Aging (CDA)	**University Contacts** University Name: Chico State Enterprises (CSE)
Grant Project Manager (Technical) Name: Lana Reynolds Grant Manager Address: CDA Business Management Branch 2880 Gateway Oaks Drive, Suite 200 Sacramento, CA 95833 Telephone: (916) 419-7553 Fax: Email: Lana.Reynolds@aging.ca.gov	***Principal Investigator*** Name: Joseph Cobery Director Address: Passages Adult Resource Center 25 Main Street, Suite 103 Chico, CA 95928-5388 Telephone: 530-898-6758 Fax: 530- 898-4870 Email: jcobery@csuchico.edu
Authorized Official (contract officer) Name: Nate Gillen Chief Address: Business Management Branch 2880 Gateway Oaks Drive, Suite 200 Sacramento, CA 95833 Telephone: (916) 419-7539 Email: nate.gillen@aging.ca.gov ***Send notices to (if different):*** Name: Address: Telephone: Email:	***Authorized Official*** Name: Mary Sidney Chief Executive Officer Address: 25 Main Street, Suite 203 Chico, CA 95928-5388 Telephone: 530-898-6811 Fax: Email: msidney@csuchico.edu ***Send notices to (if different):*** Name: Michael Schilling Contracts Officer Address: 25 Main Street Chico, CA 95928-5388 Telephone: (916) 898-6209 Fax: (916) 898-6804 Email: mlschilling@csuchico.edu

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Administrative Contact Name: Amy Sunahara Grant Specialist Address: Business Management Bureau 2880 Gateway Oaks Drive, Suite 200 Sacramento, Ca 95833 Telephone: (916) 898-9383 Email: Amy. Sunahara@aging.ca.gov	***Administrative Contact*** Name: Address: Telephone: Email:
Financial Contact/Accounting Name: Adrian Leung, Local Finance Manager Address: CDA, Local Finance Bureau 2880 Gateway Oaks Drive, Suite 200 Sacramento, CA 95833 Telephone: (916) 898-9307 Fax: Email: Adrian.Leung@aging.ca.gov	***Authorized Financial Contact/Invoicing/Remittance*** Name: Skyler Gebhart, Analyst Address: 25 Main Street, 103 Chico, CA 95928-5388 Telephone: 530-898-5829 Fax: 530-898-6804 Email: sgebhart@csuchico.edu

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Exhibit A4 – Use of Intellectual Property & Data

USE OF INTELLECTUAL PROPERTY & DATA

If either Party will be using any third-party or pre-existing intellectual property (including, but not limited to copyrighted works, known patents, trademarks, service marks and trade secrets) "IP" and/or Data with restrictions on use, then list all such IP/Data and the nature of the restriction below. If no third-party or pre-existing IP/Data will be used, check "none" in this section.

A. State: Preexisting IP/Data to be provided to the University from the State or a third party for use in the performance in the Scope of Work.

☒ None or ☐ List:

Owner (Name of State Agency or 3rd Party)	Description	Nature of restriction:

B. University: Restrictions in Preexisting IP/Data included in Deliverables identified in Exhibit A1, Deliverables.

☒ None or ☐ List:

Owner (Name of University or 3rd Party)	Description	Nature of restriction:

C. Anticipated restrictions on use of Project Data.
If the University PI anticipates that any of the Project Data generated during the performance of the Scope of Work will have a restriction on use (such as subject identifying information in a data set) then list all such anticipated restrictions below. If there are no restrictions anticipated in the Project Data, then check "None" in this section.

☒ None or ☐ List:

Owner (University or 3rd Party)	Description	Nature of Restriction:

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Exhibit A5 - RÉSUMÉ/BIOSKETCH

RÉSUMÉ/BIOSKETCH

Attach 2-3 page Resume/Biosketch for the PI and other Key Personnel listed in Exhibit A2, Key Personnel.

Not applicable to this Agreement

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Exhibit A6 – Current & Pending Support

CURRENT & PENDING SUPPORT

University will provide current & pending support information for Key Personnel identified in Exhibit A2 at time of proposal and upon request from State agency. The "Proposed Project" is this application that is submitted to the State. Add pages as needed.

PI: N/A

Status (currently active or pending approval)	Award # (if available)	Source (name of the sponsor)	Project Title	Start Date	End Date
Proposed Project					
CURRENT					
CURRENT					
PENDING					

NAME OF INDIVIDUAL

Status	Award #	Source	Project Title	Start Date	End Date
Proposed Project					
CURRENT					
PENDING					

NAME OF INDIVIDUAL

Status	Award #	Source	Project Title	Start Date	End Date
Proposed Project					
CURRENT					
PENDING					

NAME OF INDIVIDUAL

Status	Award #	Source	Project Title	Start Date	End Date
Proposed Project					
CURRENT					
PENDING					

NAME OF INDIVIDUAL

Status	Award #	Source	Project Title	Start Date	End Date
Proposed Project					
CURRENT					
PENDING					

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Exhibit A7

Third Party Confidential Information

Confidential Nondisclosure Agreement

(Identified in Exhibit A, Scope of Work – will be incorporated, if applicable)

If the Scope of Work requires the provision of third party confidential information to either the State or the Universities, then any requirement of the third party in the use and disposition of the confidential information will be listed below. The third party may require a separate Confidential Nondisclosure Agreement (CNDA) as a requirement to use the confidential information. Any CNDA will be identified in this Exhibit A7.

Not applicable to this Agreement

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Exhibit B - Budget
Budget for Project Period

State of California
California Department of Aging

Award #: **NI-2223-03**
Date: **7/1/2022**
Page 1 of 1

Exhibit B, Attachment 1 - Budget Display

SENIOR NUTRITION PROGRAM CAPACITY AND INFRASTRUCTURE
Budget Display

Area 3 Agency on Aging

July 1, 2022 through December 31, 2024

Program	Fund Type	Project Number	Baseline	Adjustment	TOTAL
Senior Nutrition Infrastructure	Older Adults' Recovery and Resilience Fund - Home and Community Based Services	HNIL	$653,980	$0	$653,980

Notes
AAAs can utilize up to 10% of the funding for Administration
Expenditures must be reported in closeout by January 31, 2025

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Exhibit B1

Budget Justification

The Budget Justification will include the following items in this format.

Not applicable to this agreement

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Exhibit B2 – Subawardee Budgets

Budget Pertaining to Subawardee(s) (when applicable)

Not applicable to this agreement

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Exhibit B3 – Invoice Elements

Invoice and Detailed Transaction Ledger Elements

In accordance with Section 14 of Exhibit C – Payment and Invoicing, the invoice, summary report and/or transaction/payroll ledger shall be certified by the University's Financial Contact and the PI (or their respective designees).

Invoicing frequency

☐ Quarterly ☒ Monthly

Invoicing signature format

☐ Ink ☒ Facsimile/Electronic Approval

Summary Invoice – includes either on the invoice or in a separate summary document – by approved budget category (Exhibit B) – expenditures for the invoice period, approved budget, cumulative expenditures and budget balance available[1]

- Personnel
- Equipment
- Travel
- Subawardee – Consultants
- Subawardee – Subcontract/Subrecipients
- Materials & Supplies
- Other Direct Costs
    - TOTAL DIRECT COSTS (if available from system)
- Indirect Costs
    - TOTAL

Detailed transaction ledger and/or payroll ledger for the invoice period [2]

- University Fund OR Agency Award # (to connect to invoice summary)
- Invoice/Report Period (matching invoice summary)
- GL Account/Object Code
- Doc Type (or subledger reference)
- Transaction Reference#
- Transaction Description, Vendor and/or Employee Name
- Transaction Posting Date
- Time Worked
- Transaction Amount

[1] If this information is not on the invoice or summary attachment, it may be included in a detailed transaction ledger.

[2] For salaries and wages, these elements are anticipated to be included in the detailed transaction ledger. If all elements are not contained in the transaction ledger, then a separate payroll ledger may be provided with the required elements.

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Exhibit B4 – Additional Payment Provisions

1. GRANT AWARD

A. The total amount payable to Grantee pursuant to this Agreement shall not exceed the grant award amount of SIX HUNDRED FIFTY-THREE THOUSAND NINE HUNDRED EIGHTY DOLLARS ($653,980).

B. It is agreed and understood that this grant award amount is a ceiling and that CDA will only reimburse the allowable cost of services rendered or goods purchased as authorized by CDA at or below the grant award amount.

2. EXPENDITURE OF FUNDS

A. The Grantee shall expend all funds received hereunder in accordance with this Agreement.

B. The Grantee agrees to include these requirements in all contracts it enters into with subgrantees to provide services pursuant to this Agreement.

3. ACCOUNTABILITY FOR FUNDS

A. The Grantee shall maintain accounting records for funds received under the terms and conditions of this Agreement. These records shall be separate from those for any other funds administered by the Grantee and shall be maintained in accordance with Generally Accepted Accounting Principles.

4. FINANCIAL MANAGEMENT SYSTEMS

The Grantee shall meet the following standards for its financial management systems:

A. Financial Reporting.

B. Accounting Records.

C. Complete Disclosure.

D. Source Documentation.

E. Internal Control.

F. Budgetary Control.

G. Cash Management (written procedures).

H. Allowable Costs (written procedures).

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5. UNEXPENDED FUNDS

Upon termination, cancellation, or expiration of this Agreement, or dissolution of the entity, the Grantee shall return to the State immediately upon written demand, any funds provided under this Agreement, which are not payable for goods or services delivered prior to the termination, cancellation, or expiration of this Agreement, or the dissolution of the entity.

6. FUNDING CONTINGENCIES

INVOICING AND PAYMENT:

A. Grantee shall prepare and submit a monthly expenditure report in an electronic format to CDA no later than the last business day of each month or as specified by CDA. The report shall include all costs and funding sources for the month prior

B. Payments will be made to reimburse expenditures reported unless grantee pre-selects an Advance method at the time of agreement execution

C. Grantee shall be charged $75 per program fund source for expedited payments to recover the fees charged by the State Controller's Office (SCO). CDA may waive the fees on a case-by-case basis as appropriate.

D. CDA may require financial reports more frequently than indicated above or with more detail (or both), upon written notice to the grantee, until such time as CDA determines that the financial management standards are met.

E. For services satisfactorily rendered, and upon receipt and approval of invoices submitted as described herein, the CDA agrees to compensate the Grantee in accordance with the rates specified in section 5, Budget Detail.

F. CDA reserves the right to refuse payment to the Grantee or disallow costs for any expenditure, as determined by CDA to be: out of compliance with this Agreement, unrelated or inappropriate to agreement activities, when adequate supporting documentation is not presented, or where prior approval was required, but was either not requested or not granted.

INSTRUCTIONS TO GRANTEE:

The State shall reimburse Grantee with funding that has been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Agreement. The following applies to all funding within this Agreement:

A. The Grantee shall submit monthly expenditures in an electronic format, utilizing the CDA online Local Finance Reporting System, no later than the last business day of each month unless otherwise specified by CDA, reporting costs and funding for the month prior.

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B. Payments will be made to reimburse monthly expenditures reported. CDA shall process and approve reported expenditures that are based upon actual, not estimated expenditures. CDA shall notify the Contractor of any disputed expenditures.

C. Grantees shall notify CDA if they wish to be on a reimbursement or advanced payment.

1. If Grantee requests reimbursement payment, CDA shall not advance one-sixth of the approved total allocated budget amount for the initial month of the contract. Payments shall be based on monthly expenditure reports as outlined in this section.

2. If Grantee requests an advance payment, CDA shall advance one-sixth of the approved total allocated budget amount for the initial month of the contract. Future payments shall be based on monthly expenditure reports as outlined in this section.

D. The Grantee shall submit timely expenditures to CDA. Late expenditures may lead to delay in payment until the following month.

E. Upon written request by CDA, Grantee shall submit additional documentation or justification to support the reported expenditure.

F. Grantee shall be charged $75 per program funding source(s) for expedited payments to recover the fees charged by the State Controller's Office. CDA may waive the fees on a case-by-case basis as appropriate.

1. Expedite Fees
   a. If the contract is executed late to no fault of CDA then the contractor may be liable for the incurred processing fees.
   b. If the contract is executed late due to CDA's handling then CDA shall cover the incurred processing fees.

G. The Grantee shall ensure, to the extent feasible, that all budgeted funds are expended by the expiration of this Agreement.

BUDGET CONTINGENCY CLAUSE:

A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall no longer be in full force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Agreement and Grantee shall not be obligated to perform any provisions of this Agreement.

B. If funding for any Fiscal Year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an Agreement amendment to Grantee to reflect the reduced amount.

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C. If this Agreement overlaps Federal and State fiscal years, should funds not be appropriated by Congress or approved by the Legislature for the Fiscal Year(s) following that during which this Agreement was executed, the State may exercise its option to cancel this Agreement.

D. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by Congress or the Legislature which may affect the provisions or terms of funding of this Agreement in any manner.

PROMPT PAYMENT CLAUSE:

A. Payment will be made in accordance with, and within the time specified in, Government Code section 927, et seq.

BUDGET DETAIL:

A. At the sole discretion of the CDA and for the purposes of accounting, the CDA may adjust the total proposed expenditure for each fiscal year as needed. In no event will this change the agreement price for the services actually rendered.

B. Grantee must submit all invoices within a reasonable time but, no later than twelve (12) months from the date that services were provided. If Grantee fails to provide invoices within twelve (12) months of the date services are rendered, the CDA may elect to reject the invoices for payment as untimely and Grantee will be deemed to have waived any right to payment of the late invoices.

C. Travel Reimbursement

The Grantee shall not be reimbursed for any travel-related expenses. Any and all travel shall be at the expense of the Grantee.

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Exhibit C – University Terms and Conditions

CMA (AB20) State/University Model Agreement Terms & Conditions UTC-220

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Exhibit D- Additional Requirements Associated with Funding Sources
(if applicable)

If the Agreement is subject to any additional requirements imposed on the funding State agency by applicable law (including, but not limited to, bond, proposition and federal funding), then these additional requirements will be set forth in Exhibit D. If the University is a subrecipient, as defined in 2 CFR 200 (Uniform Guidance on Administrative Requirements, Audit Requirements and Cost Principles for Federal Financial Assistance), and the external funding entity is the federal government, the below table must be completed by the State agency. (Please see sections 10.A and 10.B of the Exhibit C.)

State Agency to Complete (Required for Federal Funding Source):

Federal Agency	
Federal Award Identification Number	
Federal Award Date	
Catalog of Federal Domestic Assistance (CFDA) Number and Name	Please see Exhibit B – Budget for this Project Period
Amount Awarded to State Agency	
Effective Dates for State Agency	
Federal Award to State Agency is Research & Development (Yes/No)	No

University to Complete:

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

This award ☐ does ☑ does not support Research & Development.

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Exhibit E – Special Conditions for Security of Confidential Information

If the Scope of Work or project results in additional legal and regulatory requirements regarding security of Confidential Information, those requirements regarding the use and disposition of the information, will be provided by the funding State agency in Exhibit E. (Please see section 8.E of Exhibit C.)

Not applicable to this agreement

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Exhibit F – Access to State Facilities or Computing Resources

(if applicable)

If the Scope of Work or project requires that the Universities have access to State agency facilities or computing systems and a separate agreement between the individual accessing the facility or system and the State agency is necessary, then the requirement for the agreement and the agreement itself will be listed in Exhibit F. (Please see section 21 of Exhibit C.)

Not applicable to this agreement

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Exhibit G – Negotiated Alternate UTC Terms (if applicable)

An alternate provision in Exhibit G must clearly identify whether it is replacing, deleting or modifying a provision of Exhibit C. The Order of Precedence incorporated in Exhibit C clearly identifies that the provisions on Exhibit G take precedence over those in Exhibit C.

*While every effort has been made to keep the UTC as universal in its application as possible, there may be unique projects where a given term in the UTC may be inappropriate or inadequate, or additional terms may be necessary. California Education Code §67327(b) allows for terms to be changed or added, but only through the mutual agreement and negotiation of the State agency and the University campus. If a given term in the UTC is to be changed, the change should **not** be noted in Exhibit C, but rather noted separately in Exhibit G.*

The Provision 4. Liability below replaces Provision 4 Liability in Exhibit C, UTCs.

4. LIABILITY

A. The contracting CSU Auxiliary Organization (Auxiliary)[3] shall defend, indemnify and hold harmless the State, its officers, employees and agents from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the Auxiliary, its respective officers, agents or employees.

B. If the University[4] provides funds to any third party ("Subawardee"), excluding any agency or department of the United States, to accomplish any of the work of this agreement, the University shall first enter into a written agreement with each Subawardee by which the Subawardee agrees to indemnify and hold harmless the State of California, the State and its officers, agents, and employees from any and all liabilities, losses, claims, demands, damages, or costs, including without limitation litigation costs and attorney's fees, resulting from or arising out of the Subawardee's performance under its agreement with the University, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the Subawardees, its respective officers, agents or employees. The foregoing does not limit any breach of contract action that the State may have against the University.

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[3] *CSU Auxiliary Organization: A CSU Auxiliary Organization authorized to receive and administer externally funded projects on behalf of the Trustees of the California State University, pursuant to CCR Title 5, Division 5, Chapter 1, Subchapter 6, Article 2, Section 42500 (5 CCR § 42500).*

[4] *University, as defined in Exhibit C, University Terms and Conditions (UTC-MYY): The California State University campus or auxiliary or the University of California system, as represented by the specific campus identified as the "Contractor" on the Standard Agreement Form STD 213 to perform research, training, or service under this Agreement.*

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5. DISPUTE RESOLUTION (replaces UTC-220 Provision 6. Dispute Resolution)

In the event of a dispute, Grantee will discuss the problem informally with CDA's Grant Agreement Manager. If unresolved, the Grantee shall file a written "Notice of Dispute" with the CDA Grant Agreement Manager within ten (10) days of discovery of the problem. Within ten (10) days of receipt, the CDA Grant Agreement Manager shall meet with the Grantee for purposes of resolving the dispute. Any dispute arising under the terms of this Agreement which is not resolved within a reasonable period of time, the Grantee may bring it to the attention of the Deputy Director of the Division of Home and Community Living (DHCL) at dhcl@aging.ca.gov. The decision of the CDA DHCL Deputy Director shall be final. Unless otherwise instructed by the CDA Grant Agreement Manager, the Grantee shall continue with its responsibilities under this Agreement during any dispute.

6. AGENCY

A. In the performance of this Agreement, the Grantee and its agents, employees, and its subgrantees shall act in an independent capacity and not as officers, employees, or agents of the CDA.

B. The Grantee is solely responsible for all activities supported by the Grant.

C. Nothing in this Agreement creates a partnership, agency, joint venture, employment, or any other type of relationship between the parties.

D. The Grantee shall not represent itself as an agent of the CDA for any purpose and has no authority to bind the CDA in any manner whatsoever.

7. PROMOTIONAL MATERIALS AND PUBLICATIONS (addends UTC Provision 20. Use of Name and Publicity)

A. The Centers for Medicare and Medicaid Services (CMS) and the California Department of Aging shall be acknowledged in all promotional materials and publications related to the CMS-funded project.

   i. Grantees must ensure that CDA receives full credit as the funding program and that the CMS is acknowledged as the source of funds.

   ii. Publications and information releases about the project must credit Home and Community Based Services. An appropriate statement for a publication or project press release is:

      1) "This [publication/project] was supported in whole or in part by the Centers for Medicare and Medicaid Services (CMS) and the California Department of Aging (CDA), and no official endorsement by the CMS or the CDA shall be inferred."

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iii. This credit line on products of a project, such as materials and publicity, is important to foster support from the public and by state and federal funding sources.

8. PUBLICITY OBLIGATIONS

A. The Grantee shall notify the CDA Agreement Manager of any promotional materials or publications resulting from the award no later than five (5) days in advance of distribution, whether they are print, film, electronic, or in any other format or medium.

B. Copies of all promotional materials will be provided to the CDA.

C. The Grantee will acknowledge CMS support as noted in Section 9

D. The Grantee agrees that the CDA may include information about this grant and its outcomes in its own annual reports, with specific reference to the Grantee, and may distribute such information to third parties.

9. COPYRIGHT (Replaces UTC-220 Provision 19. Copyrights)

A. The Grantee owns and retains titles to any copyrights or copyrightable material from any original works that it creates within the scope of this Agreement in accordance with the federal Copyright Act (17 U.S.C. 101, et seq.).

B. The Grantee is responsible for obtaining any necessary licenses, permissions, releases or authorizations to use text, images, or other materials owned, copyrighted, or trademarked by third parties and for extending such licenses, permissions, releases, or authorizations to the California Department of Aging pursuant to this section.

C. The CDA may upload, post, or transmit copyrighted material produced or purchased with grant funds on a California Department of Aging website for public access and viewing.

10. RECORDS (replaces UTC-220 Provision 16. Audit)

A. Communications, grant related documents, data, original receipts, and invoices must be retained by the Grantee for seven (7) years beyond the final invoice date, and shall be made available to CDA upon request.

B. The Grantee agrees to maintain adequate grant program records and adequate financial records consistent with generally accepted accounting practices.

C. The Grantee shall maintain satisfactory financial accounts, documents, including loan documents, and all other records for the project and to make them available to CDA for auditing at reasonable times. The Grantee also agrees to retain such financial accounts,

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documents, and records for five years following project termination or issuance of final payment, whichever is later.

D. The Grantee shall keep such records as CDA shall prescribe, including records which fully disclose:

   i. The disposition of the proceeds of CDA funding assistance;

   ii. The total cost of the project in connection with such assistance that is given or used;

   iii. The amount and nature of that portion of the project cost supplied by other sources; and

   iv. Any other such records that will facilitate an effective audit.

E. The Grantee agrees that CDA shall have the right to inspect and make copies of any books, records, or reports pertaining to this Agreement or matters related thereto during regular office hours. The Grantee shall maintain and make available for inspection by CDA accurate records of all of its costs, disbursements and receipts with respect to its activities under this Agreement. Such accounts, documents, and records shall be retained by the Grantee for at least five years following project termination or issuance of final payment, whichever is later.

F. The Grantee shall use a generally accepted accounting system as outlined within the Guide.

11. PROJECT TERMINATION (Replaces UTC-220 Provision 7. Termination)

A. Project Termination refers to the non-completion of a Grant scope. Any grant funds that have not been expended by the Grantee shall revert back to CDA.

B. The Grantee may unilaterally rescind this Agreement at any time prior to commencement of the project. The commencement of the project means the date of the letter notifying Grantee of the award or when the funds are appropriated, whichever is later. After project commencement, this Agreement may be rescinded, modified or amended only by mutual agreement in writing between the Grantee and CDA, unless the provisions of this agreement provide that mutual agreement is not required.

C. Failure by the Grantee to comply with the terms of any legislation applicable to the grant, and/or this Agreement, specified or general, that Grantee has entered into with CDA, may be cause for suspension of all obligations of CDA until CDA determines such failure was due to no fault of the Grantee. In such case, CDA may reimburse Grantee for eligible costs properly incurred in performance of this Agreement despite non-performance of the Grantee. To qualify for such reimbursement, Grantee agrees to mitigate its losses to the best of its ability.

D. Any breach of any term, provision, obligation or requirement of this Agreement by the Grantee shall be a default of this Agreement. In the case of any default by Grantee, CDA shall be entitled to all remedies available under law and equity, including, but not limited to: specific performance; return of all grant monies; payment to CDA of the fair market value of the project

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property or actual sales price, whichever is higher; and payment to CDA of the costs of enforcement of this Agreement, including but not limited to court and arbitration costs, fees, expenses of litigation, and reasonable attorney fees.

E. The Grantee and CDA agree that if the Grant Scope includes development, final payment may not be made until the work described in the Grant Scope is complete.

12. ASSIGNABILITY

Without the written consent of CDA, the Grantee's interest in and responsibilities under this Agreement shall not be assignable by the Grantee either in whole or in part.

13. WAIVER

Any failure by a party to enforce its rights under this Agreement, in the event of a breach, shall not be construed as a waiver of said rights; and the waiver of any breach under this Agreement shall not be construed as a waiver of any subsequent breach.

14. APPLICABLE LAW (replaces UTC-220 Provision 26. Governing Law)

The laws of the State of California shall govern all proceedings concerning the validity and operation of this Agreement and the performance of the obligations imposed upon the parties hereunder. The parties hereby waive any right to any other venue. The place where the Agreement is entered into and place where the obligation is incurred is Sacramento County, California.

15. AMENDMENTS (replaces UTC-220 Provision 2. Amendment)

No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties, and approved as required. No verbal understanding or agreement not incorporated into this Agreement is binding on any of the parties. This Agreement may be amended, modified or augmented by mutual consent of the parties, subject to the requirement sand restrictions of this paragraph.

16. NON-DISCRIMINATION CLAUSE (Replaces UTC-220 Provision 25. Nondiscrimination)

The Grantee agrees that during the performance of this Agreement, it will not discriminate, harass, or allow harassment or discrimination against any employee or applicant for employment based on race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. The Grantee agrees to require the same of all contractors and consultants retained to carry out the activities under this Agreement

REPORT OF EXPENDITURES FOR SENIOR NUTRITION INFRASTRUCTURE IMPROVEMENTS (HCBS)

PROVIDER NAME:

PURCHASED EQUIPMENT - LIST EACH ITEM INCLUDING TAXES, FEES, AND INSTALLATION COSTS				
DATE	**ITEM DESCRIPTION**	**UNIT COST**	**UNITS**	**TOTAL COST**
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			TOTAL EQUIPMENT PURCHASES	$ -

Please submit complete receipts for each item. Equipment will not be reimbursed if the AAA has not recevied a completed CDA 9023 form.

I hereby certify that to the best of my knowledge and belief this report is accurate and complete.

Name/Prepared By: _____ Date: _____

Name/Reviewed By: _____ Date: _____

Name/Reviewed By: _____ Date: _____

In signing below, I approve payment of this invoice and attest that the charges appear reasonable, and progress to date on this project is satisfactory and in keeping with the statement of work.

Authorized Signature: _____ Date: _____
(PI or PI's Delegate)

PLUMAS COUNTY
PUBLIC HEALTH AGENCY
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Audrey Rice, Administrator Assistant II**
MEETING DATE:	**June 6, 2023**
SUBJECT:	**Adopt a RESOLUTION to approve and accept the California Public Health Workforce Career Ladder Education and Development (PH-Career Ladder) Grant awarded by the California Department of Public Health, grant funding period is Fiscal Year 2022-2023 to 2025-2026, in the amount of $50,032.00; does not impact the general fund; approved as to form by County Counsel.**

Recommendation:

The Director of Public Health respectfully recommends that the Board of Supervisors approve a Resolution authorizing the Director of Public Health to accept grant funding in the amount of $50,032.00 from the California Department of Public Health.

Background and Discussion:

The Plumas County Public Health Agency desires to utilize the (PH-Career Ladder) Grant funding awarded by the California Department of Public Health; funding appropriated in the 2022-2023 State Budget Act (AB179, Chapter 249, Statues of 2022. The purpose of these funds is to support worker upskilling to improve retention of Public Health workforce and help incumbent workers develop their skills to meet future Public Health demands.

The attached Resolution has been approved by County Counsel.

Action:

Adopt a **RESOLUTION** to approve and accept the California Public Health Workforce Career Ladder Education and Development (PH-Career Ladder) Grant awarded by the California Department of Public Health, grant funding period is Fiscal Year 2022-2023 to 2025-2026, in the amount of $50,032.00

Fiscal Impact:

There is no fiscal impact to the general fund.

Attachments:

1. 23-365 Resolution FINAL
2. 23-365 Award Memo
3. 23-365 Application Process

RESOLUTION NO. 23-_____

APPROVE AND ACCEPT CALIFORNIA PUBLIC HEALTH WORKFORCE CAREER LADDER EDUCATION AND DEVELOPMENT (PH-CAREER LADDER) GRANT AWARDED BY THE CALIFORNIA DEPARTMENT OF PUBLIC HEALTH, GRANT FUNDING PERIOD IS FISCAL YEARS 2022-2023 TO 2025-2026, IN THE AMOUNT OF $50,032.00.

WHEREAS the Plumas County Public Health Agency ("County") desires to utilize the (PH-Career Ladder) Grant funding awarded by the California Department of Public Health; funding appropriated in the 2022-2023 State Budget Act (AB179, Chapter 249, Statues of 2022); and

WHEREAS the purpose of these funds is to support worker upskilling to improve retention of public health workforce and help incumbent workers develop their skills to meet future public health demands; and

WHEREAS the requirements for approving this agreement require a resolution, from the County Board of Supervisors, which specifically approves and authorizes execution of this grant agreement and to authorize an individual to bind the County to the Agreement.

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

Approves and accepts Grant Awarded by the California Department of Public Health, (PH-Career Ladder) Program

BE IF FURTHER RESOLVED that the Director of Plumas County Public Health Agency has full and binding authority to the commitments contained in the general terms and conditions on behalf of the Board of Supervisors, and is the authorized representative for County in regard to the Grant Award (PH-Career Ladder).

The forgoing Resolution was duly passed and adopted by the Board of Supervisors, County of Plumas, State of California, at a regular meeting of said Board held on the day of June 6, 2023, by the following vote:

Ayes:

Noes:

Absent:

Abstain:

_____

Chair, Plumas County Board of Supervisors

Attest:

_____

Clerk, Plumas County Board of Supervisors

Approved as to form:

Joshua Brechtel
Deputy County Counsel

California Department of Public Health
M E M O R A N D U M

DATE: April 21, 2023

TO: Local Health Department Directors and Health Officers

FROM: Susan Fanelli, Chief Deputy Director of Health Quality & Emergency Response

SUBJECT: Public Health Workforce Career Ladder Education and Development Program (PH-Career Ladder) Awards

Background:
In December 2022, the California Department of Public Health (CDPH) released the Career Ladder Funding Application in accordance with funding appropriated in the 2022 State Budget Act (AB 179, Chapter 249, Statutes of 2022) to create the California Public Health Workforce Career Ladder Education and Development Program (PH-Career Ladder). The memo required applications to be submitted by local health jurisdictions (LHJs) to CDPH by January 31, 2023. The purpose of these funds is to support worker upskilling to improve retention of the existing public health workforce and help incumbent workers develop their skills to meet future public health demands.

The 2022 Budget Act provided $3.2 million each year for four (4) years for PH-Career Ladder to support state and local public health workforce upskilling. The original plan was to divide these funds 70 percent to local health jurisdictions (LHJs) and 30 percent to CDPH.

The Administration's January budget plan proposed a reduction to current year funding and elimination of funding for the next 3 years for this program. While the Administration's proposed funding reversion is still under consideration by the California Legislature, at this time CDPH is only able to allocate $2.6 million in one-time funds to this program all of which will be allocated to LHJs. If funding is maintained at the 2022 Budget Act levels, CDPH will use the calculated scores to allocate funding to awarded LHJs for additional years. Depending on available resources, additional projects may be awarded.

Eligible Uses of Funding: The following activities were considered eligible uses of the funding for the PH-Career Ladder program.

- Providing stipends to eligible employees to offset the loss of compensation for up to 12 hours per workweek for eligible educational pursuits. Stipends shall be up to $600 per week per eligible employee for up to 12 weeks per year. An individual can receive stipend payments each year of the program.
- Hiring additional employees to support the goals of the program, such as covering employees while they participate in eligible educational pursuits.

- Reimbursing for educational costs for eligible employees, such as tuition, registration fees, or other related educational expenses when participating in eligible educational pursuits.
    - Allowable costs include but are not limited to continuing education for nurses and other disciplines, payment of licensure costs, examination fees, educational programs including certification and degree programs in public health, environmental health, or related fields such as social services or behavioral health, and wellness and trauma informed training.

Please note, loan repayments were not considered an eligible use of funding.

Applications Submitted:
CDPH received 38 applications from local health jurisdictions. The majority of applications contained 3 or more projects, while some applications grouped several items into a single project. The cost of projects ranged from a few thousand dollars to several hundred thousand dollars. Projects focused on a range of activities from advanced education to broad-based training.

Scoring:
The application package identified several funding considerations for awarding projects. CDPH worked with staff from CHEAC, HOAC/CCLHO, and SEIU to determine the scoring criteria. All submitted applications were reviewed and scored exclusively by CDPH reviewers.

Scoring Criteria 1 – Upskilling
Projects were first scored based on the level of upskilling for existing staff that would be provided. Given the limited funding, the CDPH in collaboration with CHEAC, HOAC/CCLHO, and SEIU decided to prioritize projects that focused on true upskilling to prepare staff for promotions instead of proposals that focused activities to help employees do their current job better. The upskilling scale was as follows:

- 0-Not Upskilling
- 1-Limited Upskilling
- 2- Broad-based current job training
- 3-Licensing and certification costs, continuing education units for retainment
- 4-Upskilling, includes stipends
- 5-Extensive Upskilling+/Novel

Projects that scored a 3 or above were granted the associated points. Projects scoring less than 3 were not funded.

Scoring Criteria 2 – Additional Considerations

Up to 5 additional points were allocated, up to 1 point each, if the LHJ:

- Is considered a rural/central valley jurisdiction

- Provided a justification for the project's prioritization
- Addressed a hard to fill classification
- Had an overall high vacancy rate
- Included projects with reasonable costs

To ensure an accurate review, applications were first reviewed by an initial CDPH team. The scores were then presented to a second panel of CDPH reviewers which reviewed the scores for consistency across the projects. Due to the proposed funding reduction, CDPH modified the total awarded for projects to stay within the reduced funding totals.

Awards:
33 LHJs received funding for one or more of their proposed projects. Projects are funded at 100% in Year 1. In order to stay within available funds, all projects requesting year 2 funding are funded at 88%. The funding allocations are as follows:

LHJ	Year 1	Year 2 (88%)	Total
Alameda	90,000	0	90,000
Amador	23,425	36,285	59,710
Butte	17,460	39,825	57,285
Calaveras	8,760	6,089	14,849
Colusa	52,000	72,570	124,570
Del Norte	50,000	44,250	94,250
El Dorado	15,000	15,488	30,488
Glenn	10,000	13,275	23,275
Humboldt	0	30,975	30,975
Imperial	0	72,747	72,747
Inyo	38,500	34,073	72,573
Kern	139,535	95,098	234,633
Lassen	57,600	50,976	108,576
Long Beach	4,000	26,550	30,550
Los Angeles	200,000	177,000	377,000
Madera	6,920	885	7,805
Mariposa	17,530	14,318	31,848
Merced	125,000	110,625	235,625
Modoc	6,850	9,602	16,452
Mono	11,249	5,098	16,347
Monterey	15,250	46,463	61,713
Pasadena	27,479	13,874	41,353
Plumas	25,810	24,222	50,032
Sacramento	50,800	2,536	53,336
San Diego	61,875	54,759	116,634
San Joaquin	0	36,285	36,285

Shasta	16,680	55,472	72,152
Siskiyou	30,000	35,400	65,400
Sonoma	25,042	50,980	76,022
Sutter	3,470	13,917	17,387
Tuolumne	114,000	100,890	214,890
Trinity	0	29,499	29,499
Ventura	31,080	2,456	33,536
TOTALS	**1,275,315**	**1,322,479**	**2,597,794**

Recommendations:
While broad based training programs were not considered high level upskilling, there are several other funding sources that are available to conduct these trainings, including current year Future of Public Health funds, federal workforce development funds, and CDC Infrastructure funding (CASPHI – California Strengthening Public Health Initiative). LHJs are encouraged to use these available funds for these important trainings.

Next Steps:
During the week of April 24th, CDPH will contact each of the LHJs that have been awarded funding to let them know the specific projects funded and to gather any needed information to complete the grant award package. CDPH will also confirm that the LHJ is able to use the awarded funds during the funding period through June 30, 2024.

Since all funds are Year 1 funding, CDPH plans to award all funding once grant awards are signed by the LHJ. CDPH is prepared to expedite the issuance of these awards. Awarded LHJs are encouraged to notify CDPH if their award will require Board of Supervisors or City Council signature or whether they have delegated authority to sign these awards based on the level of funding.

As CDPH finalizes the scope of work (SOW) for the grant awards, we will utilize the local submissions to prepare a summary of the projects and share with all LHJs.

Reporting Requirements:
CDPH requires awarded LHJs to report annually on the use of the funds and activities conducted. At a minimum, LHJs will be required to report:

- The number of individuals participating in eligible educational pursuits.
- Summary of types of credentials and skills attained through the program.
- Number of employees hired to provide coverage for employees attaining educational opportunities

Questions:
If your LHJ has questions about the PH-Career Ladder funding opportunity, please contact Kristen.Guerrero@cdph.ca.gov.

State of California—Health and Human Services Agency
California Department of Public Health

TOMÁS J. ARAGÓN, MD, DrPH
Director and State Public Health Officer

GAVIN NEWSOM
Governor

LHJ-L 22-01

Date: December 1, 2022

To: California Local Health Jurisdictions (LHJs)

From: California Department of Public Health

Re: California Public Health Workforce Career Ladder Education and Development Program Application Guidance and Templates

I. Overview

This Local Health Jurisdiction Letter (LHJ-L) provides Local Health Jurisdictions (LHJs) with an overview of funding appropriated in the 2022-2023 State Budget Act (AB 179, Chapter 249, Statutes of 2022) to create the California Public Health Workforce Career Ladder Education and Development Program (PH-Career Ladder) and the process for applying for these funds.

Career Ladder Education and Development Program applications must be submitted to CDPH Director's Office (DO) by **January 31, 2023** via email to Susan.Fanelli@cdph.ca.gov with a cc to Kristen.Guerrero@cdph.ca.gov.

The Director's Office, in collaboration with the County Health Executives Association of California (CHEAC), California Conference of Local Health Officers/Health Officers Association of California (CCLHO/HOAC) and Service Employees International Union California (SEIU), will review all applications submitted by LHJs and determine funding awardees and amounts.

Of the $75.6 million Public Health Equity and Readiness Opportunity (HERO) Initiative investments, $12.8 million ($3.2 million per year, over four years) has been allocated for California Public Health Workforce Career Ladder Education Development Program to support state and local workforce retention.

This application opportunity will cover the entire four years of the PH-Career Ladder Program, covering fiscal years 2022-23 to 2025-26. The first year of funding is available for encumbrance or expenditure until June 30, 2025, to provide time to ramp up the program. Subsequent annual allocations must be expended within their respective fiscal year.

CDPH intends to provide 70 percent – $8.9m ($2.24 million per year) – to LHJs. CDPH will use the remaining 30 percent – $3.9m ($1.3 million per year) to support the CDPH workforce. Local Health Jurisdictions may apply to CDPH for grants to support education and training opportunities for incumbent employees within the governmental public health workforce. The purpose of these funds is to support worker upskilling to improve retention of the public health workforce and help incumbent workers develop their skills to meet future public health demands.

II. Eligible uses of funding

Eligible uses of funding shall include any of the following so long as it supports the public health workforce in a local health department:

- Providing stipends to eligible employees to offset the loss of compensation for up to 12 hours per work week for eligible educational pursuits. Stipends shall be up to $600 per week per eligible employee for up to 12 weeks per year. An individual can receive stipend payments each year of the program, for a total of 48 weeks. As such, funding in Year 1 will be limited to the included stipend amount and timeline.

- Hiring additional employees to support the goals of the program, such as covering employees while they participate in eligible educational pursuits.

- Reimbursing eligible employees for educational costs such as tuition, registration fees, or other related educational expenses when participating in eligible educational pursuits.
    - Allowable costs include but are not limited to continuing education for nurses and other disciplines, payment of licensure costs, examination fees, educational programs including certification and degree programs in public health, environmental health, or related fields such as social services or behavioral health, and wellness and trauma informed training.
    - Note: Loan repayments **are not** an eligible use of this funding.

Definitions

“Eligible employee” means a full or part-time employee within a local health department or the State Department of Public Health who has been employed by that entity for a minimum of one year. Staff hired during the first year of the PH-Career Ladder program (FY 2022-23) may be eligible to participate in subsequent years of the program.

“Eligible educational pursuits” includes any of the following:

(A) Educational programs at regionally accredited institutions in the public health field, such as nursing, microbiology, public health, public administration, epidemiology, lab science, and community health;

(B) Industry-recognized training programs related to the public health field;

(C) Continuing education units required to maintain an individual's license or certification; or

(D) Earn and learn programs, as defined in subdivision (q) of Section 14005 of the Unemployment Insurance Code, in the public health field. Eligible educational pursuits can be completed in person, online, or through hybrid training opportunities.

III. Local Health Jurisdiction Application Process

LHJs should provide a letter of interest to CDPH that will serve as the application, indicating how the jurisdiction will use the funds consistent with the purposes outlined above and a budget for the full 4-year term of funds (broken out by year). LHJs should follow the sample Letter of Intent (Attachment A). In addition, for each proposed project the LHJ must complete the Project Template (Attachment B).

LHJs may apply individually, as a region, or as a multi-LHJ applicant. LHJs choosing to apply as a regional or multi-LHJ applicant may also apply separately as long as there is no overlap in proposed activities. LHJs are also strongly encouraged to partner with respective labor organizations to promote the best use of these funds in supporting your workforce. CDPH cannot provide direct reimbursement to individuals employed by LHJs.

Submissions must include the following:

- Number of employees that will be served each year (this may include multi-year educational pursuits for an employee or different employees served in each year of the program).
- The proposed use of the funds, including itemized costs for each activity.
- The total amount requested.
- The total number of staff that will be included in each proposed activity.
- Description of how the various funding considerations listed below will be addressed by your planned activities.

Funding awards will be determined by CDPH in collaboration with CHEAC, CCLHO/HOAC, and SEIU California. When applying, LHJs should include a list of activities in priority order.

IV. Funding considerations will include:

- Diversity in geography and size of LHJ(s) applying, and proposed activities
- Total cost of each activity over 4-year timeframe
- Number of employees proposed to be served under each activity – cohorts vs. individual support
- Workforce gaps identified and how the activities will reduce the gaps (e.g., provide a copy of a needs assessment or other evidence of the workforce gaps that exist in the LHJ)

- Individual cost of each employee served
- Type of training/activity for upskilling employees and whether the LHJ has used an education/institutional partner for the training/activity (preference for public higher education entities and/or labor-management training entities that have experience training public sector employees)
- Timeline for use of the proposed funds
- How the activity builds on other federal, state, or local funding streams dedicated to workforce development
- Health Equity – how the proposed activity fosters diversity, equity, and inclusion in workforce development
- Opportunities for partnership between LHJs and the State (e.g., please contact Kristen Guerrero if you have an idea for partnering with the state)
- Jurisdictions with high vacancy rates and how upskilling addresses current and/or projected vacancies, and LHJ ability to learn and scale

LHJs are encouraged to limit administrative costs and if possible leverage other funding sources for both administrative costs and for items such as training platforms/software. Including these administrative and equipment costs in the proposed budget will drive up the cost per employee served and may make applications less competitive. The goal is to support development of as many staff as possible.

While individual award amounts are not yet determined, CDPH estimates that awards could range between $50,000 and $500,000 over the 4-year period, depending on the number of applications received. Other important information:

- There is no minimum award amount that may be requested.
- No LHJ will receive more than 30% of the total available funds.
- Funds will be disbursed to awarded LHJs on an annual basis at the beginning of each fiscal year.

V. Timeline

CDPH anticipates utilizing the following timeline for this program:

- October 2022: Information Released to LHJs
- November 7, 2022: LHJ Informational Webinar
- November 30, 2022: CDPH to Distribute Application Materials
- January 31, 2023: LHJ Applications Due to CDPH
- February – March 2023: Funding Awards Announced
- December 2024: CDPH Expenditure Assessment (see below)

VI. Reporting & Evaluation

CDPH will assess awarded LHJs' expenditure progress in December 2024, at which point CDPH will determine whether unused funds will need to be redirected to other LHJs or regional or collaborative workforce development efforts. CDPH will engage CHEAC, CCLHO/HOAC, and SEIU California during this assessment process, seeking to maximize awarded funds to LHJs.

CDPH will also require awarded LHJs to report annually on the use of the funds and activities conducted. At a minimum, LHDs will be required to report:

- The number of individuals participating in eligible educational pursuits
- Summary of types of credentials and skills attained through the program
- Number of employees hired to provide coverage for employees attaining educational opportunities

VII. Questions

Questions can be directed to Kristen Guerrero at Kristen.guerrero@cdph.ca.gov.

VIII. Attachments

- Attachment A: Career Ladder Education and Development Program Letter of Intent Template
- Attachment B: Career Ladder Education and Development Program: Project Overview Template

Attachment A
Career Ladder Education and Development Program: Letter of Intent

Place Template language on Jurisdiction Letterhead, determine need for paragraphs highlighted in red font and fill in as needed.

Date

To:
California Department of Public Health
Director's Office
Attention: Kristen Guerrero
MS 0500
P.O. Box 997377
Sacramento, CA 95899-7377

RE: APPLICATION FOR CAREER LADDER FUNDS

This letter serves as our formal request for funds to develop our public health workforce via the following projects, listed in priority order:

1.
2.
3.

These projects are further outlined in attached project overview including a description of each project, an itemized list of costs by year, the target audience and intended number of participants, as well as other required information.

Our Agency acknowledges that this is a competitive process and that our Agency may be awarded funds for all, some, or none of the proposed projects. Given this competitive process, Our Agency has prioritized the projects in the order listed above. Our Agency acknowledges the list of considerations that will be reviewed in making funding decisions and have done our best to include information to address these considerations as appropriate.

Please indicate if you are submitting letters of support if they have worked with employee organizations/union or other partners as part of this application process or you have other data that supports your choice of projects. Please indicate here if you are submitting other attachments. If no applicable information to provide, delete this paragraph.

Please indicate if you are applying on behalf of more than one jurisdiction or partnering with the state for any activity. In addition to this letter of intent, please have each jurisdiction involved submit a letter of support/collaboration in the project. Please also break out the number of participants to be served by jurisdiction for each project.

If awarded funding, our Agency certifies that we will provide required data and information including actual expenditures according to progress report dates as identified by CDPH. Our agency further certifies that the signatory of this letter is authorized to apply on behalf of the jurisdiction.

Sincerely,

First & Last Name
Title
Organization

Attachment B
Career Ladder Education and Development Program: Project Overview Template

LHJ must complete this 2-page template for each project. If easier text boxes may be deleted in the narrative portion of this template and LHJ can simply type below each header.

Add LHJ name here.

Project Title and (Priority Number)

Fill in title here (#1)

Description of Project

Add description of the project. *Note: if your program incorporates stipends, please answer the following question: If future budget allocations allow for greater flexibility in stipend duration, would your program design benefit from more than 12 weeks per year? Please respond Yes or No.*

Target Audience

Describe the target audience and overall number of participants anticipated

Why and how was this project prioritized?

Describe why you chose this project including how you included your workforce or data in the decision-making.

Intended Outcomes

How will this project help you to better prepare your workforce, retain them, and/or provide a career path for your existing staff?

Budget by Year

Year 1 Budget – FY 2022-23	**Total Year 1**
Line item #1 (w/ brief description)	*Cost Line Item #1*
Line item #2 (w/ brief description)	*Cost Line item #2*
Line item #3 (w/ brief description)	*Cost Line Item #3*
Line item #4 (w/ brief description)	*Cost Line Item #4*
Total number of participants Year 1	*Total # of Participants Year 1*
Year 2 Budget – FY 2023-24	**Total Year 2**
Line item #1 (w/ brief description)	*Cost Line Item #1*
Line item #2 (w/ brief description)	*Cost Line item #2*
Line item #3 (w/ brief description)	*Cost Line Item #3*
Line item #4 (w/ brief description)	*Cost Line Item #4*
Total number of participants Year 2	*Total # of Participants Year 2*
Year 3 Budget – FY 2024-25	**Total Year 3**
Line item #1 (w/ brief description)	*Cost Line Item #1*
Line item #2 (w/ brief description)	*Cost Line item #2*
Line item #3 (w/ brief description)	*Cost Line Item #3*
Line item #4 (w/ brief description)	*Cost Line Item #4*
Total number of participants Year 3	*Total # of Participants Year 3*
Year 4 Budget – FY 2025-26	**Total Year 4**
Line item #1 (w/ brief description)	*Cost Line Item #1*
Line item #2 (w/ brief description)	*Cost Line item #2*
Line item #3 (w/ brief description)	*Cost Line Item #3*
Line item #4 (w/ brief description)	*Cost Line Item #4*
Total number of participants Year 4	*Total # of Participants Year 4*
TOTAL BUDGET REQUEST	**Total for All 4 Years**

PLUMAS COUNTY
PUBLIC HEALTH AGENCY
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Audrey Rice, Administrator Assistant II**
MEETING DATE:	**June 6, 2023**
SUBJECT:	**Approve and authorize the Director of Public Health to recruit and fill (1) one Extra-Help Administrative Services Officer position; no impact to the general fund; discussion and possible action.**

Recommendation:
The Director of Public Health respectfully recommends that the Board of Supervisors authorize the Department to fill (1) one extra-help Administrative Services Officer.

Background and Discussion:
The Department is requesting to bring back a retired Annuitant for the purpose of training our current Administrative Services Officer due to lapse of time between former and current Administrative Services Officer. The position will provide technical support and assistance to the Plumas County Public Health Agency Administrative Services Officer, providing training in county policy, departmental responsibilities and federal and state requirements.

Action:

Authorize the Director of Public Health to recruit and fill (1) one Extra-Help Administrative Services Officer position.

Fiscal Impact:

No fiscal impact to the general fund as this extra-help position will be funded by the Future of Public Health grant.

Attachments:
1. Critical Staffing Request Admin Services Officer
2. 1-Admin & Fiscal Services 1 23

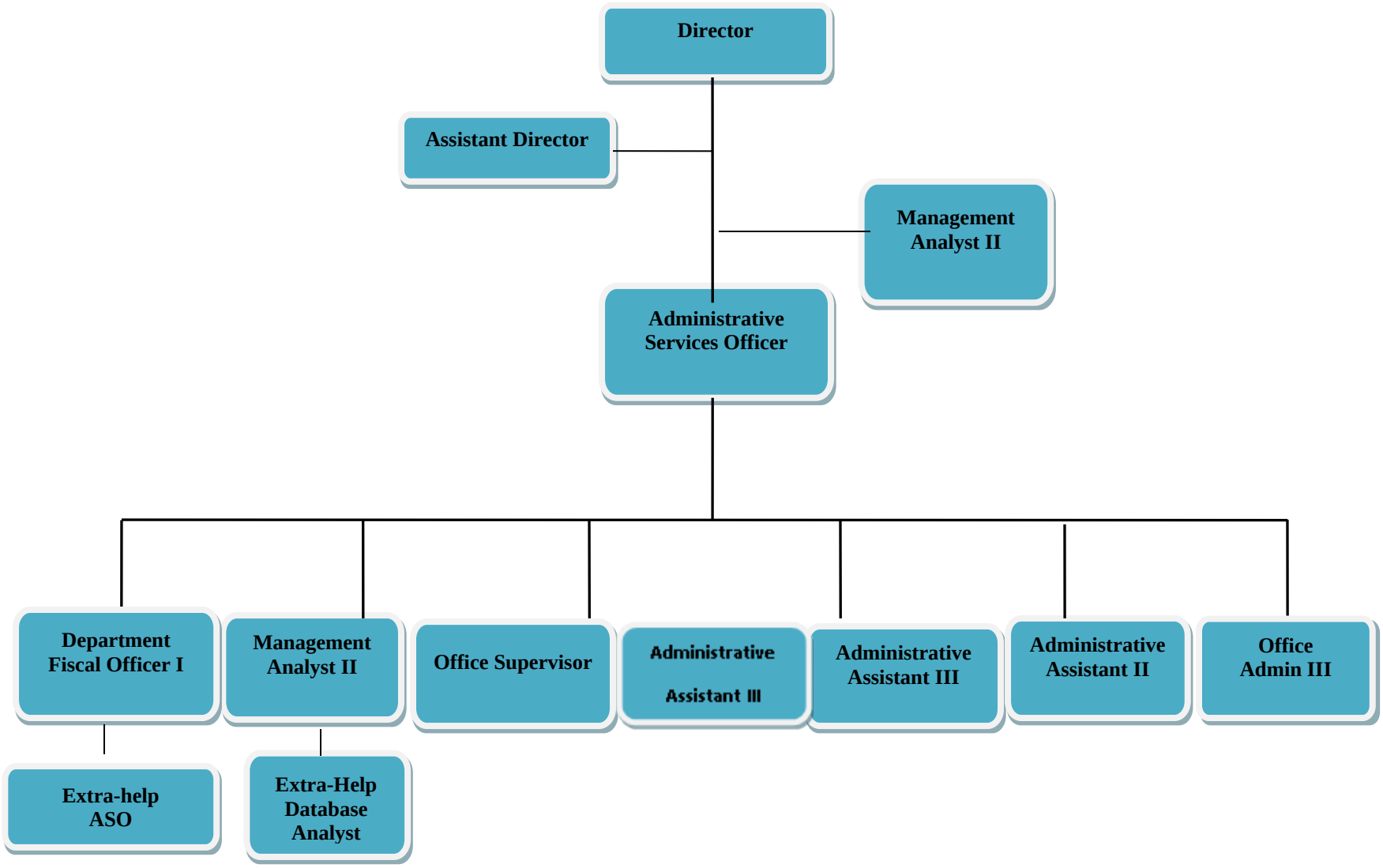
QUESTIONS FOR STAFFING CRITICAL POSITIONS WHICH ARE CURRENTLY ALLOCATED.

Administrative Services Officer/Extra-Help ASO – Public Health Agency

- Is there a legitimate business, statutory or financial justification to fill the position?
  Administrative Services Officer are the workforce for administrative services, which supports the operations unit of the Department. The Admin Services Officer oversees all fiscal and administrative staff as well as the overall finances and administration of the Department.
- Why is it critical that this position be filled at this time?
  The Admin Services Officer provides consistent financial and administrative support for the Department, and a prolonged vacancy can negatively impact the performance of the Department.
- How long has the position been vacant?
  N/A
- Can the department use other wages until the next budget cycle?
  The department's wage and benefits portion of the 22/23 budget includes funds for this position.
- What are staffing levels at other counties for similar departments and/or positions?
  No specific research has been performed for this position. Generally speaking, however, past research tasks have identified Plumas County as being consistent with neighboring Counties.
- What core function will be impacted without filling the position prior to July 1? **N/A**
- What negative fiscal impact will the County suffer if the position is not filled prior to July 1? **None**
- 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**
- Does the department expect other financial expenditures which will impact the general fund and are not budgeted such as audit exceptions? **No**
- Does the budget reduction plan anticipate the elimination of any of the requested positions? **No**
- Departments shall provide an estimate of future general fund support for the next two years and how the immediate filling of this position may impact, positively or negatively, the need for general fund support? **No change in General Fund support since this is already a budgeted position**
- Does the department have a reserve? If yes, provide the activity of the department's reserve account for the last three years?

FY18/19 = $582,102 FY19/20 = $1410,133 FY20/21 = $1421,255

PLUMAS COUNTY PUBLIC HEALTH AGENCY
ADMINISTRATION & FISCAL SERVICES DIVISION
1



07/01/2021

PLUMAS COUNTY
SHERIFFS DEPARTMENT
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Christopher Driscoll, Deputy Sheriff**
MEETING DATE:	**June 6, 2023**
SUBJECT:	**Approve and authorize the Chair to sign an Agreement between Plumas County Sheriffs' Department and Dale Harris, DDS to provide dental services for the Plumas County Correctional Facility, not to exceed $60,000.00; approved as to form by County Counsel.**

Recommendation:

Approve and authorize the Board Chair to sign a contract with Dale Harris, DDS to provide dental services for the Plumas County Correctional Facility. Not to exceed $60,000.00

Background and Discussion:

Mandatory inmate medical care per the Federal Consent Decree.

Action:

Approve and authorize the Board Chair to sign the contract.

Fiscal Impact:

Annually budgeted item for mandatory inmate medical services per the Federal Consent Decree

Attachments:

1. 23-339 FINAL

Services Agreement

This Agreement is made by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its **Sheriff's Office** (hereinafter referred to as "County"), and, Dale Harris, DDS an Individual (hereinafter referred to as "Contractor").

The parties agree as follows:

1. Scope of Work. Contractor shall provide the County with services as set forth in Exhibit A, attached hereto.

2. Compensation. County shall pay Contractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed Sixty Thousand and 00/100 Dollars ($60,000.00).

3. Term. The term of this agreement shall be from July 1, 2023 through June 30, 2024, unless terminated earlier as provided herein.

4. Termination. Either party may terminate this agreement by giving thirty (30) days written notice to the other party.

5. Non-Appropriation of Funds. It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, the County shall have no liability to pay any further funds whatsoever to Contractor or furnish any other consideration under this Agreement and Contractor shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either cancel this Agreement with no further liability incurring to the County, or offer an amendment to Contractor to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution. Contractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.

6. Warranty and Legal Compliance. The services provided under this Agreement are non-exclusive and shall be completed promptly and competently. Contractor shall guarantee all parts and labor for a period of one year following the expiration of the term of this Agreement unless otherwise specified in Exhibit A. Contractor agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.

7. Amendment. This Agreement may be amended at any time by mutual agreement of the parties, expressed in writing and duly executed by both parties. No alteration of the

terms of this Agreement shall be valid or binding upon either party unless made in writing and duly executed by both parties.

8. Indemnification. To the furthest extent permitted by law (including without limitation California Civil Code Sections 2782 and 2782.8, if applicable), County shall not be liable for, and Contractor shall defend and indemnify County and its officers, agents, employees, and volunteers (collectively "County Parties"), against any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorney's fees and court costs (hereinafter collectively referred to as "Claims"), which arise out of or are in any way connected to the work covered by this Agreement arising either directly or indirectly from any act, error, omission or negligence of Contractor or its officers, employees, agents, contractors, licensees or servants, including, without limitation, Claims caused by the concurrent negligent act, error or omission, whether active or passive of County Parties. Contractor shall have no obligation, however, to defend or indemnify County Parties from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of County Parties.

9. Insurance. Contractor agrees to maintain the following insurance coverage throughout the term of this Agreement:

   a. Commercial general liability (and professional liability, if applicable to the services provided) coverage, with minimum per occurrence limit of the greater of (i) the limit available on the policy, or (ii) one million dollars ($1,000,000).

   b. Automobile liability coverage (including non-owned automobiles), with minimum bodily injury limit of the greater of (i) the limit available on the policy, or (ii) two-hundred fifty thousand dollars ($250,000) per person and five hundred thousand dollars ($500,000) per accident, as well as a minimum property damage limit of the greater of (i) the limit available on the policy, or (ii) fifty thousand dollars ($50,000) per accident.

   c. Each policy of commercial general liability (and professional liability, if applicable to the services provided) coverage and automobile liability coverage (including non-owned automobiles) shall meet the following requirements:

      i. Each policy shall be endorsed to name the County, its officers, officials, employees, representatives and agents (collectively, for the purpose of this section 9, the "County") as additional insureds. The Additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13; and

ii. All coverage available under such policy to Contractor, as the named insured, shall also be available and applicable to the County, as the additional insured; and

iii. All of Contractor's available insurance proceeds in excess of the specified minimum limits shall be available to satisfy any and all claims of the County, including defense costs and damages; and

iv. Any insurance limitations are independent of and shall not limit the indemnification terms of this Agreement; and

v. Contractor's policy shall be primary insurance as respects the County, its officers, officials, employees, representatives and agents, and any insurance or self-insurance maintained by the County, its officers, officials, employees, representatives and agents shall be in excess of the Contractor's insurance and shall not contribute with it, and such policy shall contain any endorsements necessary to effectuate this provision. The primary and non-contributory endorsement shall be at least as broad as ISO Form 20 01 04 13; and

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

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

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

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

Contractor or its principals to practice its professions and to perform its duties and obligations under this Agreement.

11. Relationship of Parties. It is understood that Contractor is not acting hereunder as an employee of the County, but solely as an independent contractor. Contractor, by virtue of this Agreement, has no authority to bind, or incur any obligation on behalf of, County. Except as expressly provided in this Agreement, Contractor has no authority or responsibility to exercise any rights or power vested in County. It is understood by both Contractor and County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or joint venture.

12. Assignment. Contractor may not assign, subcontract, sublet, or transfer its interest in this Agreement without the prior written consent of the County.

13. Non-discrimination. Contractor agrees not to discriminate in the provision of service under this Agreement on the basis of race, color, religion, marital status, national origin, ancestry, sex, sexual orientation, physical or mental handicap, age, or medical condition.

14. Choice of Law. The laws of the State of California shall govern this agreement.

15. Interpretation. This agreement is the result of the joint efforts of both parties and their attorneys. The agreement and each of its provisions will be interpreted fairly, simply, and not strictly for or against either party.

16. Integration. This Agreement constitutes the entire understanding between the parties respecting the subject matter contained herein and supersedes any and all prior oral or written agreements regarding such subject matter.

17. Severability. The invalidity of any provision of this Agreement, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.

18. Headings. The headings and captions contained in this Agreement are for convenience only, and shall be of no force or effect in construing and interpreting the provisions of this Agreement.

19. Waiver of Rights. No delay or failure of either party in exercising any right, and no partial or single exercise of any right, shall be deemed to constitute a waiver of that right or any other right.

20. Conflict of Interest. The parties to this Agreement have read and are aware of the provisions of Government Code section 1090 *et seq*. and section 87100 *et seq*. relating to conflicts of interest of public officers and employees. Contractor represents that it is unaware of any financial or economic interest of any public officer or employee of County relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement and is later discovered by the County, the County may immediately terminate this Agreement by giving written notice to Contractor.

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

County:

Sheriff's Office
County of Plumas
1400 East Main Street
Quincy, CA, 95971
Attention: Chris Driscoll

Contractor:

Dale Harris, DDS
78 Central Avenue
Quincy, Ca, 95971
Attention: Dale Harris, DDS

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. 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.

25. 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.

26. 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.

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.

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

CONTRACTOR:

Dale Harris, DDS, an Individual

By:_____
Name: Dale Harris, DDS
Title: DDS
Date signed:

COUNTY:

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

By:_____
Name: Todd Johns
Title: Sheriff/Coroner
Date signed:

By:_____
Name: Dwight Ceresola
Title: Chair, Board of Supervisors
Date signed:

ATTEST:

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

Approved as to form:

_____ 5/17/2023
Joshua Brechtel
Deputy County Counsel

EXHIBIT A

Scope of Work

See attached

EXHIBIT B

Fee Schedule

See attached

May 03, 2023

Proposal

Correctional Dental Services

This proposal is to provide services to the Plumas County Correctional Facility and enter into a contract.

Services to be provided by Dale V. Harris D.D.S. 78 E. Central Avenue, Quincy, California. California Dental License #30740.

The services and the amount of the services we shall provide shall be as follows, but not limited to:

Provide routine dental screening on inmates in order to address oral hygiene, determine if extractions are needed or fill cavities where cost is less than extraction or deemed necessary.

Provide full or partial dental prosthetics when needed in order to promote improved health.

Provide hygiene education to inmates during the visit in order to improve the inmate's oral health care.

Work in coordination with the Medical Director and nursing staff at the Plumas County Correctional Facility in regard to inmate oral health.

When possible, be available to see inmates on emergent dental procedures.

Follow the National Commission on Correctional Health Care, (NCCHC) standards where possible.

We shall provide dental services to inmates at the Plumas County Correctional Facility. Such services shall be on as-needed basis upon request of the County. County shall contact our office to schedule services under an agreement. Inmates are to be transported to our office at the expense of the County.

The following dental services shall be provided at the fees listed, each such fee being a flat, all- inclusive fee for that particular service:

Oral Evaluation (exam): $71
Intra Oral X-Rays (each): $29
Panographic X-Ray (whole mouth): $107
Simple extraction: $165
Surgical extraction: $266
Composite filling: not to exceed $278
Mouth debridement (scale) of teeth: $87
Root canal treatment depending on tooth: $684-1013
Partial dental prosthetic (upper or lower): $1515
Full dental prosthetic (upper or lower): $1582
Emergency after hours (office visit): $130

We require a 24-hour cancellation notice. If appointments are not cancelled within 24-hours of appointments, there will be a $50.00 cancellation fee charged per patient.

Our office will provide an estimate when necessary for denture work upon approval from the Commander.

Respectfully submitted,

Deborah Whiting
Office Manager
Dale V. Harris D.D.S.

PLUMAS COUNTY
SHERIFFS DEPARTMENT
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Christopher Driscoll, Deputy Sheriff**
MEETING DATE:	**June 6, 2023**
SUBJECT:	**Approve and authorize the Board Chair to sign an Agreement between the Plumas County Sheriffs' Department and Joseph Schad, D.O. to act as the Medical Director for the Plumas County Correctional Facility not to exceed $178,000.00 dollars; approved as to form by County Counsel.**

Recommendation:

Approve and authorize the Board Chair to sign a contract with Joseph Schad, D.O. to act as the Medical Director for the Plumas County Correctional Facility. Not to exceed $178,000.00 dollars

Background and Discussion:

Service to provide mandated medical care to inmates housed at the Plumas County Correctional Facility.

Action:

Approve and authorize the Board Chair to sign the contract

Fiscal Impact:

Annually budgeted item for mandatory inmate medical services per the Federal Consent Decree

Attachments:

1. 23-337 FINAL

Services Agreement

This Agreement is made by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its **Sheriff's Office** (hereinafter referred to as "County"), and Joseph Schad, D.O.(hereinafter referred to as "Contractor").

The parties agree as follows:

1. Scope of Work. Contractor shall provide the County with services as set forth in Exhibit A, attached hereto.

2. Compensation. County shall pay Contractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed One Hundred and Seventy-Eight Thousand Two Hundred and 00/100 Dollars ($178,200.00).

3. Term. The term of this agreement shall be from July 1, 2023 through June 30, 2024, unless terminated earlier as provided herein.

4. Termination. Either party may terminate this agreement by giving thirty (30) days written notice to the other party.

5. Non-Appropriation of Funds. It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, the County shall have no liability to pay any further funds whatsoever to Contractor or furnish any other consideration under this Agreement and Contractor shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either cancel this Agreement with no further liability incurring to the County, or offer an amendment to Contractor to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution. Contractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.

6. Warranty and Legal Compliance. The services provided under this Agreement are non-exclusive and shall be completed promptly and competently. Contractor shall guarantee all parts and labor for a period of one year following the expiration of the term of this Agreement unless otherwise specified in Exhibit A. Contractor agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.

7. Amendment. This Agreement may be amended at any time by mutual agreement of the parties, expressed in writing and duly executed by both parties. No alteration of the

terms of this Agreement shall be valid or binding upon either party unless made in writing and duly executed by both parties.

8. Indemnification. To the furthest extent permitted by law (including without limitation California Civil Code Sections 2782 and 2782.8, if applicable), County shall not be liable for, and Contractor shall defend and indemnify County and its officers, agents, employees, and volunteers (collectively "County Parties"), against any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorney's fees and court costs (hereinafter collectively referred to as "Claims"), which arise out of or are in any way connected to the work covered by this Agreement arising either directly or indirectly from any act, error, omission or negligence of Contractor or its officers, employees, agents, contractors, licensees or servants, including, without limitation, Claims caused by the concurrent negligent act, error or omission, whether active or passive of County Parties. Contractor shall have no obligation, however, to defend or indemnify County Parties from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of County Parties.

9. Insurance. Contractor agrees to maintain the following insurance coverage throughout the term of this Agreement:

   a. Commercial general liability (and professional liability, if applicable to the services provided) coverage, with minimum per occurrence limit of the greater of (i) the limit available on the policy, or (ii) one million dollars ($1,000,000).

   b. Automobile liability coverage (including non-owned automobiles), with minimum bodily injury limit of the greater of (i) the limit available on the policy, or (ii) two-hundred fifty thousand dollars ($250,000) per person and five hundred thousand dollars ($500,000) per accident, as well as a minimum property damage limit of the greater of (i) the limit available on the policy, or (ii) fifty thousand dollars ($50,000) per accident.

   c. Each policy of commercial general liability (and professional liability, if applicable to the services provided) coverage and automobile liability coverage (including non-owned automobiles) shall meet the following requirements:

      i. Each policy shall be endorsed to name the County, its officers, officials, employees, representatives and agents (collectively, for the purpose of this section 9, the "County") as additional insureds. The Additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13; and

ii. All coverage available under such policy to Contractor, as the named insured, shall also be available and applicable to the County, as the additional insured; and

iii. All of Contractor's available insurance proceeds in excess of the specified minimum limits shall be available to satisfy any and all claims of the County, including defense costs and damages; and

iv. Any insurance limitations are independent of and shall not limit the indemnification terms of this Agreement; and

v. Contractor's policy shall be primary insurance as respects the County, its officers, officials, employees, representatives and agents, and any insurance or self-insurance maintained by the County, its officers, officials, employees, representatives and agents shall be in excess of the Contractor's insurance and shall not contribute with it, and such policy shall contain any endorsements necessary to effectuate this provision. The primary and non-contributory endorsement shall be at least as broad as ISO Form 20 01 04 13; and

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

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

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

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

Contractor or its principals to practice its professions and to perform its duties and obligations under this Agreement.

11. Relationship of Parties. It is understood that Contractor is not acting hereunder as an employee of the County, but solely as an independent contractor. Contractor, by virtue of this Agreement, has no authority to bind, or incur any obligation on behalf of, County. Except as expressly provided in this Agreement, Contractor has no authority or responsibility to exercise any rights or power vested in County. It is understood by both Contractor and County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or joint venture.

12. Assignment. Contractor may not assign, subcontract, sublet, or transfer its interest in this Agreement without the prior written consent of the County.

13. Non-discrimination. Contractor agrees not to discriminate in the provision of service under this Agreement on the basis of race, color, religion, marital status, national origin, ancestry, sex, sexual orientation, physical or mental handicap, age, or medical condition.

14. Choice of Law. The laws of the State of California shall govern this agreement.

15. Interpretation. This agreement is the result of the joint efforts of both parties and their attorneys. The agreement and each of its provisions will be interpreted fairly, simply, and not strictly for or against either party.

16. Integration. This Agreement constitutes the entire understanding between the parties respecting the subject matter contained herein and supersedes any and all prior oral or written agreements regarding such subject matter.

17. Severability. The invalidity of any provision of this Agreement, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.

18. Headings. The headings and captions contained in this Agreement are for convenience only, and shall be of no force or effect in construing and interpreting the provisions of this Agreement.

19. Waiver of Rights. No delay or failure of either party in exercising any right, and no partial or single exercise of any right, shall be deemed to constitute a waiver of that right or any other right.

20. Conflict of Interest. The parties to this Agreement have read and are aware of the provisions of Government Code section 1090 *et seq*. and section 87100 *et seq*. relating to conflicts of interest of public officers and employees. Contractor represents that it is unaware of any financial or economic interest of any public officer or employee of County relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement and is later discovered by the County, the County may immediately terminate this Agreement by giving written notice to Contractor.

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

County:

Sheriff's Office
County of Plumas
1400 East Main Street
Quincy, CA, 95971
Attention: Chris Driscoll

Contractor:

Joseph Schad D.O.
3730 Chandler Rd.
Quincy, Ca. 95971
Attention: Joseph Schad

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. 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.

25. 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.

26. 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.

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.

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

CONTRACTOR:

Joseph Schad, D.O., an Individual

By:_____
Name: Joseph Schad
Title: D.O.
Date signed:

COUNTY:

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

By:_____
Name: Todd Johns
Title: Sheriff/Coroner
Date signed:

By:_____
Name: Dwight Ceresola
Title: Chair, Board of Supervisors
Date signed:

ATTEST:

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

Approved as to form:

_____ 5/17/2023
Joshua Brechtel
Deputy County Counsel

EXHIBIT A

Scope of Work

STATEMENT OF WORK AS MEDICAL DIRECTOR

A. INTENT

a. To provide and coordinate comprehensive medical care services for inmates at correctional facilities managed by Plumas County Sheriff's Office (PCSO). Plan to work cooperatively with PCSO, the Plumas County Behavioral Health Care Services department which is responsible for providing mental health care to inmates. Also plan to work with and coordinate care with dental, vision, pharmacy, nursing and physician contractors.

b. Intend to satisfy both medical and nursing qualifications for NCCHC certification as stated in Title 15. The Medical Director position would be 75% administrative and 25% clinical.

c. Medical Director will provide secretarial/clerical support for all administrative functions

d. Fee Schedule see Exhibit B

1. REQUIREMENTS TO BE PROVIDED BY PLUMAS COUNTY JAIL

    a. Contract with local medical physicians

        i. Provide medical services twenty-four hours a day, seven days a week

        ii. Weekly medical rounds at Jail

    b. Contract with Nurses

    c. Contract with Plumas County Behavioral Health Services

        i. Responsible for providing mental health care

    d. Prosthesis/Glasses as medically indicated and appropriate

    e. Medical Equipment as medically indicated and appropriate (i.e. braces, crutches, etc.).

    f. Ancillary Services. Contracted arrangement with Plumas District Hospital for Laboratory, x-ray, and other ancillary services as required.

    g. Hospital Care. Contracted arrangement with Plumas District Hospital for all in-patient and out-patient treatment following booking.

    h. Contract agreements with Dental

    i. Contract agreements with Optometry

    j. Contracted Pharmaceutical Vendor to complete the following

        i. Pharmaceutical Policies and procedures in compliance with Title 15

        ii. Generate pharmacy and therapeutic reports monthly

        iii. Formulary implementation

        iv. Consulting services for nursing during business hours

        v. Policy for repackaging medication and delivery of medications

        vi. Develop appropriate training of Correctional Officers, per Title 15, to administer medications when nurse is unavailable

        vii. Policy and procedure for controlled substances

        viii. Policy and procedure for over the counter medications

B. ADMINISTRATIVE SERVICES PROVIDED AND OVERSEEN BY MEDICAL DIRECTOR

a. Administrative Meetings and Reports

i. Monthly Statistical data collection (in accordance to NCCHC standards) by nursing staff including: clinic visits, ER visits, medications administered, number of patients receiving psychotropic medications, volume of patients who receive mental health services, etc.

ii. Weekly meetings with nursing staff on restructuring, revising, and revamping the health care policy manual in accordance to NCCHC standards and Title 15

1. Monitor health care services, investigation of complaints, review of administration practices

2. Evaluating problems or concerns with nursing and other staff and whether corrective measures were effective

3. Quality measure review of each policy implemented.

4. All meetings will have secretarial documentation with minutes

iii. Monthly meetings with Correctional Jail Commander (or designee), Medical Director, Nursing, Mental Health representative

iv. Yearly QI meeting with Correctional Jail Commander, Medical Director, Contracted physicians, Contracted Dental, Mental Health Director, Public Health Director, and Nursing Director.

b. Quality Management

i. Monitor health care services, investigation of complaints, review of administration practices and implementation of treatment plans

ii. Review all in-custody deaths, suicides, suicide attempts, outbreaks of illness, and adverse or unexpected outcomes

1. Implement a system of measurement to address and resolve problems and re-evaluate to objectively measure if corrective measures were effective.

c. Medical Licensing, Credentialing, and Privileging

i. Licensing and Credentialing. Will ensure existing Physician and nursing staff and new hires possess and maintain all permits, licenses, and professional credentials necessary to provide quality comprehensive medical health services.

ii. Develop ongoing monitoring system for maintaining current licensure

d. Job Descriptions

i. Will Develop written job description for medical physicians (in accordance with contracted physicians)

ii. Will Develop written job description for Registered nurse, Licensed Vocational Nurse (in accordance with contracted nurses)

iii. Will be reviewed on annual basis

e. Staff Development and Training

i. Develop written staff development and training plan

1. County Public Health will aid in this process

2. Topics will include but be limited to: CPR, Alcohol drug intoxication, emotional disturbance, suicide training

3. Training programs will be available to Correctional Personnel

f. Medication Administration

i. Policy and procedures will be monitored will be followed per NCCHC standard

ii. Standardizing medication administration times so majority of medications can be administered while nursing services are on premises

g. Medical Policies and Procedures

i. Ongoing monitoring and quality improvement projection related to adherence to policies and procedures per NCCHC standards.

ii. Peer Review

1. 10% of sick visits per contracted medical provider (not including Dental and Mental Health) will be peer reviewed yearly.

iii. Audit, review, and document at least 10% of each of the individual RN's who implement standardized procedures.

iv. Develop and implement discharge planning policies and procedures

1. Appropriate referrals, adequate supply of medications, follow up plans with outside providers.

2. Coordination with discharge planning team and monthly meetings.

h. Mental Health Policies and Procedures/Services

i. Monitor compliance with policies and procedures in accordance with NCCHC standards.

ii. Implementing ongoing quality improvement studies and projects in accordance with NCCHC standards.

C. MEDICAL OVERSIGHT PROVIDED BY MEDICAL DIRECTOR

a. Oversight of contracted medical services including on call service and sick visits.

i. Medical quality and Documentation

ii. 10% per year of physician charts will be reviewed for quality measures

b. Oversight of intake visits

i. Weekly oversight of Intake screenings performed for all inmates by a licensed registered nurse (RN) or (LVN) at the time of booking.

1. Document abnormal behaviors, state of consciousness, mental status, appearance, and other signs and symptoms, such as profuse sweating or tremors, offenders who are in obvious need of immediate medical attention will be referred for immediate medical care.

D. MEDICAL SERVICES PROVIDED BY MEDICAL DIRECTOR

a. Implement Health Appraisal (Wellness Visit). An appraisal will be performed by Medical Director in conjunction with nursing staff. Goal is to assure inmates being treated at facility have health care plans with clear goals, and objectives. Appraisal to be done within 14days of booking. Timing will be determined by complexity of medical conditions.

i. Develop problem list with active medications

ii. Medical history, current medical problems, prior hospitalizations, treatments, signs or symptoms including infectious and communicable disease, and the possibility of pregnancy

1. Women Health and Obstetric visits will require local hospital until adequate space is provided a correctional facility.

iii. Most recent Laboratory and/or diagnostic tests to detect communicable disease or other health conditions, including sexually transmitted infection, tuberculosis, hepatitis, Aids, and pregnancy.

1. AIDS and Hepatitis treatment will be coordinated through local hospital

iv. Measurements of height, weight, pulse, blood pressure, and temperature.

v. Conditions of the skin, including signs of trauma, lesions, bruises, recent tattoos, jaundice, infestations, rashes, and indications of drug abuse

vi. Dental problems and referral to dental consult for urgent dental needs

vii. Body deformities, ease of movement, etc

viii. Disabilities that may require accommodation

ix. Mental health screenings will be conducted. Inmates with emergent needs will receive immediate care at local emergency department. Inmates with urgent needs will be referred for an assessment within 24hrs.

x. Appropriate use of controlled substances utilizing medical record, cures report, consultation with previous treating provider, and controlled substance count

xi. Medical examination, including examination of heart, lungs, abdomen, skin, and any other part of the body for which examination would be prudent based on patient specific history, risks, or other clinical indicators

xii. Development and implementation of a comprehensive health services treatment plan based on previously identified problems.

xiii. Coordinate and make arrangements, as indicated, for outside consultation services

b. Substance Use disorder Treatment program

    i. Implementation of program and Policy Procedure development

        1. Including medication assisted treatment for Opiate Use Disorder

c. Wellness visits on every patient by 14days of incarceration

    i. Visit addressing current standard of care screening and treatment of chronic disease

    ii. Health maintenance visits as dictated by wellness visit (ex: hypertension, diabetes, etc)

d. Communicable/infectious disease outbreak (for example COVID, chicken pox, lice, or flu outbreak).

    i. Policies, procedures and/or reports and notifications advising treatment plans.

    ii. Reporting of such incidents to public health officials, who would be responsible for recording and charting such incidents, and the education programs that would occur to prevent future occurrences of such incidents.

EXHIBIT B

Fee Schedule

1. For Services satisfactorily rendered, and upon receipt and approval of Proposal for said services, the County agrees to compensate Contractor a flat fee of fourteen thousand eight hundred fifty and 00/100 Dollars ($14,850.00) per month. (10% increase from previous year to account for inflation). **This Agreement shall not exceed One Hundred and Seventy-Eight Thousand Two Hundred and 00/100 Dollars ($178,200.00).**

2. Contractor shall be responsible for the cost of secretarial and clerical work.

3. County shall be responsible for the payment of all medical prescriptions, laboratory testing services, medical bills for hospitalized inmates, over-the-counter medications, other contracted services as discussed, and medical supplies as discussed. The County shall pay these costs directly to the vendors of such goods and services, unless an alternative arrangement is approved in writing by the County's Project Manager.

5. County shall be responsible for the service costs of contracted physicians, nurses, pharmacist, Dentist, optometry, and any specialty medical services needed.

PLUMAS COUNTY
SHERIFFS DEPARTMENT
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Christopher Driscoll, Deputy Sheriff**
MEETING DATE:	**June 6, 2023**
SUBJECT:	**Approve and authorize the Chair to sign an Agreement between the Sheriff's Office and Feather River Physicians to provide medical services for the Correctional Facility; not to exceed $102,300.00; approved as to form by County Counsel.**

Recommendation:

Approve and authorize the Board Chair to sign an agreement between the Sheriff's Office and Feather River Physicians to provide medical services for the Correctional Facility. Agreement not to exceed $102,300.00. Approved as to form by County Counsel

Background and Discussion:

Feather River Physicians provides 24 hour medical care for our Correctional Facility.

Action:

Sign and authorize the agreement

Fiscal Impact:

Annually budgeted item for mandatory inmate medical care per the federal consent decree

Attachments:

1. 23-335 FINAL

Services Agreement

This Agreement is made by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its **Sheriff's Office** (hereinafter referred to as "County"), and Feather River Physicians, a California General Partnership (hereinafter referred to as "Contractor").

The parties agree as follows:

1. Scope of Work. Contractor shall provide the County with services as set forth in Exhibit A, attached hereto.

2. Compensation. County shall pay Contractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed One Hundred and Two Thousand Three Hundred and 00/100 Dollars ($102,300.00).

3. Term. The term of this agreement shall be from July 1, 2023 through June 30, 2024, unless terminated earlier as provided herein.

4. Termination. Either party may terminate this agreement by giving thirty (30) days written notice to the other party.

5. Non-Appropriation of Funds. It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, the County shall have no liability to pay any further funds whatsoever to Contractor or furnish any other consideration under this Agreement and Contractor shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either cancel this Agreement with no further liability incurring to the County, or offer an amendment to Contractor to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution. Contractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.

6. Warranty and Legal Compliance. The services provided under this Agreement are non-exclusive and shall be completed promptly and competently. Contractor shall guarantee all parts and labor for a period of one year following the expiration of the term of this Agreement unless otherwise specified in Exhibit A. Contractor agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.

7. Amendment. This Agreement may be amended at any time by mutual agreement of the parties, expressed in writing and duly executed by both parties. No alteration of the

terms of this Agreement shall be valid or binding upon either party unless made in writing and duly executed by both parties.

8. Indemnification. To the furthest extent permitted by law (including without limitation California Civil Code Sections 2782 and 2782.8, if applicable), County shall not be liable for, and Contractor shall defend and indemnify County and its officers, agents, employees, and volunteers (collectively "County Parties"), against any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorney's fees and court costs (hereinafter collectively referred to as "Claims"), which arise out of or are in any way connected to the work covered by this Agreement arising either directly or indirectly from any act, error, omission or negligence of Contractor or its officers, employees, agents, contractors, licensees or servants, including, without limitation, Claims caused by the concurrent negligent act, error or omission, whether active or passive of County Parties. Contractor shall have no obligation, however, to defend or indemnify County Parties from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of County Parties.

9. Insurance. With the exception of medical malpractice which will be maintained by the County, Contractor agrees to maintain the following insurance coverage throughout the term of this Agreement:

   a. Commercial general liability (and professional liability, if applicable to the services provided) coverage, with minimum per occurrence limit of the greater of (i) the limit available on the policy, or (ii) one million dollars ($1,000,000).

   b. Automobile liability coverage (including non-owned automobiles), with minimum bodily injury limit of the greater of (i) the limit available on the policy, or (ii) two-hundred fifty thousand dollars ($250,000) per person and five hundred thousand dollars ($500,000) per accident, as well as a minimum property damage limit of the greater of (i) the limit available on the policy, or (ii) fifty thousand dollars ($50,000) per accident.

   c. Each policy of commercial general liability (and professional liability, if applicable to the services provided) coverage and automobile liability coverage (including non-owned automobiles) shall meet the following requirements:

      i. Each policy shall be endorsed to name the County, its officers, officials, employees, representatives and agents (collectively, for the purpose of this section 9, the "County") as additional insureds. The Additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13; and

ii. All coverage available under such policy to Contractor, as the named insured, shall also be available and applicable to the County, as the additional insured; and

iii. All of Contractor's available insurance proceeds in excess of the specified minimum limits shall be available to satisfy any and all claims of the County, including defense costs and damages; and

iv. Any insurance limitations are independent of and shall not limit the indemnification terms of this Agreement; and

v. Contractor's policy shall be primary insurance as respects the County, its officers, officials, employees, representatives and agents, and any insurance or self-insurance maintained by the County, its officers, officials, employees, representatives and agents shall be in excess of the Contractor's insurance and shall not contribute with it, and such policy shall contain any endorsements necessary to effectuate this provision. The primary and non-contributory endorsement shall be at least as broad as ISO Form 20 01 04 13; and

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

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

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

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

Contractor or its principals to practice its professions and to perform its duties and obligations under this Agreement.

11. Relationship of Parties. It is understood that Contractor is not acting hereunder as an employee of the County, but solely as an independent contractor. Contractor, by virtue of this Agreement, has no authority to bind, or incur any obligation on behalf of, County. Except as expressly provided in this Agreement, Contractor has no authority or responsibility to exercise any rights or power vested in County. It is understood by both Contractor and County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or joint venture.

12. Assignment. Contractor may not assign, subcontract, sublet, or transfer its interest in this Agreement without the prior written consent of the County.

13. Non-discrimination. Contractor agrees not to discriminate in the provision of service under this Agreement on the basis of race, color, religion, marital status, national origin, ancestry, sex, sexual orientation, physical or mental handicap, age, or medical condition.

14. Choice of Law. The laws of the State of California shall govern this agreement.

15. Interpretation. This agreement is the result of the joint efforts of both parties and their attorneys. The agreement and each of its provisions will be interpreted fairly, simply, and not strictly for or against either party.

16. Integration. This Agreement constitutes the entire understanding between the parties respecting the subject matter contained herein and supersedes any and all prior oral or written agreements regarding such subject matter.

17. Severability. The invalidity of any provision of this Agreement, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.

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19. Waiver of Rights. No delay or failure of either party in exercising any right, and no partial or single exercise of any right, shall be deemed to constitute a waiver of that right or any other right.

20. Conflict of Interest. The parties to this Agreement have read and are aware of the provisions of Government Code section 1090 *et seq*. and section 87100 *et seq*. relating to conflicts of interest of public officers and employees. Contractor represents that it is unaware of any financial or economic interest of any public officer or employee of County relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement and is later discovered by the County, the County may immediately terminate this Agreement by giving written notice to Contractor.

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

County:

Sheriff's Office
County of Plumas
1400 East Main Street
Quincy, CA, 95971
Attention: Chris Driscoll

Contractor:

Feather River Physicians
1060 Valley View Dr.
Quincy, CA. 95971
Attention: Dr. Ross Morgan

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. 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.

25. 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.

26. 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.

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.

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

CONTRACTOR:

North Fork Family Medicine, a California General Partnership

By:_____
Name: Ross Morgan, MD
Title: Medical Doctor
Date signed:

By:_____
Name: Erin Barnes, MD
Title: Medical Doctor
Date signed:

By:_____
Name: Elizabeth Paige Lewis, MD
Title: Medical Doctor
Date signed:

By:_____
Name: Alexandra Hunt, MD
Title: Medical Doctor
Date signed:

By:_____
Name: Joseph Schad, DO
Title: Doctor
Date signed:

By:_____
Name: April Leonardo, MD
Title: Medical Doctor
Date signed:

COUNTY:

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

By:_____
Name: Todd Johns
Title: Sheriff/Coroner
Date signed:

By:_____
Name: Dwight Ceresola
Title: Chair, Board of Supervisors
Date signed:

ATTEST:

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

Approved as to form:

Joshua Brechtel
Deputy County Counsel

5/24/2023

EXHIBIT A

Scope of Work

Contractor shall provide the following medical services twenty-four hours a day, seven days a week. Contractor is not responsible for providing any nursing services or administrative services under the Agreement.

On-Call: Physicians shall provide on-call medical services twenty-four hours a day, seven days a week (including holidays). Physicians will respond within thirty minutes to perform screening medical triage as defined below.

Triage: Triage will consist of phone conversations with jail nurse and/or correctional officers to determine urgency of medical need and appropriate plan for further medical evaluation. All nurse sick call will be triaged with physicians. All standard treatment procedures will be triaged with physicians.

Medical Evaluation: Urgent life threatening inmate issues shall be handled through the Emergency Medical System while simultaneously notifying the on-call physician. No delay should be incurred by waiting for the on-call physician to respond. Physician may mitigate EMS services through direct communication with paramedics or EMTS.

Semi-urgent, non-life threatening issues will be handled through direct communication between the on-call physician and the on-call nurse. In most cases, the on-call nurse shall evaluate the inmate in person in a time frame reasonable to appropriately address the medical need at hand. Non-urgent issues shall generally be addressed by the jail nurse during normal "sick call" hours and communicated with on call physician.

Supervision: Physicians agree to provide "sick call", "call-back" and "on-call" supervision to jail nurse via phone consultation.

Site Visits: Contracted physicians will perform site visits once weekly to perform face-to-face medical evaluations on inmates referred by the jail nurse. Physician will address any concerns brought forward by the jail staff. This onsite visit will generally occur on Thursday or Fridays but may vary to accommodate physician schedules.

Medications: Physicians shall be solely responsible for prescribing inmate medications. Physician may direct the jail nurse to carry out dispensing of medications.

Procedures: Minor office and surgical procedures may be performed by contracted physicians (i.e. joint injections, wound debridement, splinting, etc.) as deemed medically appropriate. Traumas, including suspected fractures, dislocations, lacerations requiring repair, head injuries or injuries requiring imaging, i.e. x-rays, will be evaluated in the emergency room.

Physicians agree to participate in Quality Improvement meetings every 6 months.

Physicians agree to provide peer-to-peer chart review.

Physicians agree to review all ancillary testing completed during the week including Labs, imaging, etc

EXHIBIT B

Fee Schedule

1. For services County agrees to compensate Contractor a flat fee of eight thousand five hundred twenty-five dollars and 00/100 Dollars ($8,525.00) per month. (10% increase from previous years to account for inflation). **This Agreement shall not exceed One Hundred and Two Thousand Three Hundred and 00/100 Dollars ($102,300.00).**

2. County shall be responsible for the payment of all medical prescriptions, laboratory testing services, medical bills for hospitalized inmates, over-the-counter medication, and medical supplies not otherwise covered by this Agreement. The county shall pay these costs directly to the vendors of such goods and services, unless an alternative arrangement is approved in writing by the County's Project Manager.

3. Contractor shall be responsible for the costs of providing medical samples, as obtained, for use by the inmates.

4. County shall provide coverage and pay premiums for malpractice insurance covering all physician professional services provided under this agreement.

PLUMAS COUNTY
SOCIAL SERVICES DEPARTMENT
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Neal Caiazzo, Director of Social Services**
MEETING DATE:	**June 6, 2023**
SUBJECT:	**Approve and authorize the Chair to sign an Agreement between Plumas County Social Services Department and RSH INC., dba Curran Tire Center for vehicle maintenance and repair for FY 2023-2024; not to exceed $20,000.00 (no general fund impact); approved as to form by County Counsel.**

Recommendation:
APPROVAL OF CONTRACT FOR VEHICLE MAINTENANCE AND REPAIR SERVICES

Background and Discussion:
The Department of Social Services annually executes contracts for vehicle maintenance and repair. A contract with RSH INC. dba Curran Tire Center is before the Board today for your approval.

Action:

Approve and authorize the Board Chair to sign an agreement with RSH INC., dba Curran Tire Center for vehicle maintenance and repair for FY 2023-2024. Agreement not to exceed $20,000.

Fiscal Impact:

Funds have been appropriated in the proposed Department budget to cover the costs of this agreement. It does not impact the County General Fund.

Attachments:
1. 23-24-290 FINAL Curran Tire

Services Agreement

This Agreement is made by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its Department of Social Services (hereinafter referred to as "County"), and RSH, Inc., a California Corporation dba Curran Tire Center (hereinafter referred to as "Contractor").

The parties agree as follows:

1. Scope of Work. Contractor shall provide the County with services as set forth in Exhibit A, attached hereto.

2. Compensation. County shall pay Contractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed TWENTY THOUSAND Dollars ($20,000.00).

3. Term. The term of this agreement shall be from JULY 1, 2023 through JUNE 30, 2024, unless terminated earlier as provided herein.

4. Termination. Either party may terminate this agreement by giving thirty (30) days written notice to the other party.

5. Non-Appropriation of Funds. It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, the County shall have no liability to pay any further funds whatsoever to Contractor or furnish any other consideration under this Agreement and Contractor shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either cancel this Agreement with no further liability incurring to the County, or offer an amendment to Contractor to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution. Contractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.

6. Warranty and Legal Compliance. The services provided under this Agreement are non-exclusive and shall be completed promptly and competently. Contractor shall guarantee all parts and labor for a period of one year following the expiration of the term of this Agreement unless otherwise specified in Exhibit A. Contractor agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.

7. Amendment. This Agreement may be amended at any time by mutual agreement of the parties, expressed in writing and duly executed by both parties. No alteration of the terms of this Agreement shall be valid or binding upon either party unless made in writing and duly executed by both parties.

8. Indemnification. To the furthest extent permitted by law (including without limitation California Civil Code Sections 2782 and 2782.8, if applicable), County shall not be liable for, and Contractor shall defend and indemnify County and its officers, agents, employees, and volunteers (collectively "County Parties"), against any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorney's fees and court costs (hereinafter collectively referred to as "Claims"), which arise out of or are in any way connected to the work covered by this Agreement arising either directly or indirectly from any act, error, omission or negligence of Contractor or its officers, employees, agents, contractors, licensees or servants, including, without limitation, Claims caused by the concurrent negligent act, error or omission, whether active or passive of County Parties. Contractor shall have no obligation, however, to defend or indemnify County Parties from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of County Parties. The obligations of this indemnity shall be for the full amount of all damage to County, including defense costs, and shall not be limited by any insurance limits.

9. Insurance. Contractor agrees to maintain the following insurance coverage throughout the term of this Agreement:

   a. Commercial general liability (and professional liability, if applicable to the services provided) coverage, with minimum per occurrence limit of the greater of (i) the limit available on the policy, or (ii) one million dollars ($1,000,000).

   b. Automobile liability coverage (including non-owned automobiles), with minimum bodily injury limit of the greater of (i) the limit available on the policy, or (ii) two-hundred fifty thousand dollars ($250,000) per person and five hundred thousand dollars ($500,000) per accident, as well as a minimum property damage limit of the greater of (i) the limit available on the policy, or (ii) fifty thousand dollars ($50,000) per accident.

   c. Each policy of commercial general liability (and professional liability, if applicable to the services provided) coverage and automobile liability coverage (including non-owned automobiles) shall meet the following requirements:

      i. Each policy shall be endorsed to name the County, its officers, officials, employees, representatives and agents (collectively, for the purpose of this section 9, the "County") as additional insureds. The Additional Insured

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

ii. All coverage available under such policy to Contractor, as the named insured, shall also be available and applicable to the County, as the additional insured; and

iii. All of Contractor's available insurance proceeds in excess of the specified minimum limits shall be available to satisfy any and all claims of the County, including defense costs and damages; and

iv. Any insurance limitations are independent of and shall not limit the indemnification terms of this Agreement; and

v. Contractor's policy shall be primary insurance as respects the County, its officers, officials, employees, representatives and agents, and any insurance or self-insurance maintained by the County, its officers, officials, employees, representatives and agents shall be in excess of the Contractor's insurance and shall not contribute with it, and such policy shall contain any endorsements necessary to effectuate this provision. The primary and non-contributory endorsement shall be at least as broad as ISO Form 20 01 04 13; and

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

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

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

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

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

11. Relationship of Parties. It is understood that Contractor is not acting hereunder as an employee of the County, but solely as an independent contractor. Contractor, by virtue of this Agreement, has no authority to bind, or incur any obligation on behalf of, County. Except as expressly provided in this Agreement, Contractor has no authority or responsibility to exercise any rights or power vested in County. It is understood by both Contractor and County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or joint venture.

12. Assignment. Contractor may not assign, subcontract, sublet, or transfer its interest in this Agreement without the prior written consent of the County.

13. Non-discrimination. Contractor agrees not to discriminate in the provision of service under this Agreement on the basis of race, color, religion, marital status, national origin, ancestry, sex, sexual orientation, physical or mental handicap, age, or medical condition.

14. Choice of Law. The laws of the State of California shall govern this agreement.

15. Interpretation. This agreement is the result of the joint efforts of both parties and their attorneys. The agreement and each of its provisions will be interpreted fairly, simply, and not strictly for or against either party.

16. Integration. This Agreement constitutes the entire understanding between the parties respecting the subject matter contained herein and supersedes any and all prior oral or written agreements regarding such subject matter.

17. Severability. The invalidity of any provision of this Agreement, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.

18. Headings. The headings and captions contained in this Agreement are for convenience only, and shall be of no force or effect in construing and interpreting the provisions of this Agreement.

19. Waiver of Rights. No delay or failure of either party in exercising any right, and no partial or single exercise of any right, shall be deemed to constitute a waiver of that right or any other right.

20. Conflict of Interest. The parties to this Agreement have read and are aware of the provisions of Government Code section 1090 *et seq*. and section 87100 *et seq*. relating to conflicts of interest of public officers and employees. Contractor represents that it is unaware of any financial or economic interest of any public officer or employee of County relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement and is later discovered by

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

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

County:

Department of Social Services/Public Guardian
County of Plumas
270 Co. Hospital Rd., Suite 207
Quincy, CA 95971
Attention: Christine Renteria

Contractor:

RHS. INC dba Curran Tire Center
116 E. Main Street
Quincy, CA 95971
Attention: CHRISTOPHER CURRAN

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. 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.

25. 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.

26. 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.

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.

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

CONTRACTOR:

RSH Inc., a California Corporation

By:_____
Name: CHRISTOPHER CURRAN
Title: CEO/CFO
Date signed:

COUNTY:

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

By:_____
Name: Dwight Ceresola, Chair
Title: Board of Supervisors
Date signed:

ATTEST:

By:_____
Heidi White, Clerk of the Board
Date signed:_____

Approved as to form:

_____ 5/11/2023
Joshua Brechtel
Deputy County Counsel

EXHIBIT A

Scope of Work

1. Provide the following automotive repair services on an as-needed basis upon request of the County:

    a. Lube, oil, and filter changes (LOF).

    b. Sale and installation of new tires.

    c. Tire rotation.

    d. Mounting and balancing of tires.

    e. Vehicle alignment.

    f. Brakes and shocks repair and replacement.

    g. Transmission Service

2. All work shall be provided in accordance with industry standards for high-quality automotive repairs.

EXHIBIT B

Fee Schedule

1. Labor shall be charged at $125/hr.

2. Prices for tires quoted prior to installation.

3. Prices for brake service quoted after inspection.

4. Front end alignment shall be charged at $109.99. Alignment service on all four wheels shall be charged at $129.99

5. LOF changes with inspection shall be charged at current rate (all inclusive), depending on the type of vehicle, for up to 5 quarts of oil, with no charge rotation with Les Schwab Tires.

6. County shall be provided with a written estimate prior to any repairs. County shall not be responsible for the cost of any repairs County did not authorize in advance of the repairs being made. Contractor may not bill County more than the amount listed on the written estimate authorized by the County. If at any time Contractor believes that repairs will cost more than the County-authorized written estimate, Contractor shall provide a revised written estimate to County and obtain County's authorization prior to continuing repairs.

7. Contractor shall be paid monthly in accordance with the terms of this Exhibit. Contractor shall invoice County monthly based on the total of all services performed by Contractor under this Agreement which have been completed to County's sole satisfaction.

PLUMAS COUNTY
SOCIAL SERVICES DEPARTMENT
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Neal Caiazzo, Director of Social Services**
MEETING DATE:	**June 6, 2023**
SUBJECT:	**Approve and authorize the Chair to sign an Agreement between Plumas County Social Services Department and Plumas Rural Services for CalWORKs Child Care services for FY 2023-2024; not to exceed $233,129.00 (no general fund impact); approved as to form by County Counsel.**

Recommendation:

APPROVAL OF AGREEMENT WITH PLUMAS RURAL SERVICES FOR CALWORKs CHILD CARE SERVICES

Background and Discussion:

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

The services provided by PRS include information and referral, processing payments to child care providers and coordinating or delivering training to providers of child care.

Action:

Approve a contract with Plumas Rural Services for CalWORKs Child Care services for FY 2023-2024. Authorize the Board Chair to sign the contract.

Fiscal Impact:

The total value of this contract is $233,129.00 for FY 2023-2024. Because the local administration of CalWORKs requires a Maintenance of Effort for all programs the funds for child care are from state and Federal sources. The Department's recommended budget for FY 2023-2024 contains sufficient funding for this agreement. The contract includes language for immediate termination in the event that state funds are not available for it. It does not impact the County General Fund.

Attachments:

1. 23-24-298 FINAL PRS CalWORKs Childcare

Services Agreement

This Agreement is made by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its Department of Social Services (hereinafter referred to as "County" or "DSS"), and Plumas Rural Services (PRS), a California Corporation (hereinafter referred to as "Contractor" or "PRS").

The parties agree as follows:

1. Scope of Work. Contractor shall provide the County with services for CalWORKs Stage I Childcare as set forth in Exhibit A, attached hereto.

2. Compensation. County shall pay Contractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit B, attached hereto. The total maximum reimbursable amount during the twelve-month term of this Agreement for the combined activities of the two components identified Exhibit A is anticipated to be TWO HUNDRED THIRTY-THREE THOUSAND ONE HUNDRED TWENTY-NINE DOLLARS ($233,129.00).

3. Term. The term of this agreement shall be from July 1, 2023 through June 30, 2024, unless terminated earlier as provided herein

4. Termination. Either party may terminate this agreement by giving thirty (30) days written notice to the other party.

5. Non-Appropriation of Funds. It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, the County shall have no liability to pay any further funds whatsoever to Contractor or furnish any other consideration under this Agreement and Contractor shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either cancel this Agreement with no further liability incurring to the County, or offer an amendment to Contractor to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution. Contractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.

6. Warranty and Legal Compliance. The services provided under this Agreement are non-exclusive and shall be completed promptly and competently. Contractor shall guarantee all parts and labor for a period of one year following the expiration of the term of this Agreement unless otherwise specified in Exhibit A. Contractor agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.

7. Amendment. This Agreement may be amended at any time by mutual agreement of the parties, expressed in writing and duly executed by both parties. No alteration of the terms of this Agreement shall be valid or binding upon either party unless made in writing and duly executed by both parties.

8. Indemnification. To the furthest extent permitted by law (including without limitation California Civil Code Sections 2782 and 2782.8, if applicable), County shall not be liable for, and Contractor shall defend and indemnify County and its officers, agents, employees, and volunteers (collectively "County Parties"), against any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorney's fees and court costs (hereinafter collectively referred to as "Claims"), which arise out of or are in any way connected to the work covered by this Agreement arising either directly or indirectly from any act, error, omission or negligence of Contractor or its officers, employees, agents, contractors, licensees or servants, including, without limitation, Claims caused by the concurrent negligent act, error or omission, whether active or passive of County Parties. Contractor shall have no obligation, however, to defend or indemnify County Parties from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of County Parties.

9. Insurance. Contractor agrees to maintain the following insurance coverage throughout the term of this Agreement:

   a. Commercial general liability (and professional liability, if applicable to the services provided) coverage, with minimum per occurrence limit of the greater of (i) the limit available on the policy, or (ii) one million dollars ($1,000,000).

   b. Automobile liability coverage (including non-owned automobiles), with minimum bodily injury limit of the greater of (i) the limit available on the policy, or (ii) two-hundred fifty thousand dollars ($250,000) per person and five hundred thousand dollars ($500,000) per accident, as well as a minimum property damage limit of the greater of (i) the limit available on the policy, or (ii) fifty thousand dollars ($50,000) per accident.

   c. Each policy of commercial general liability (and professional liability, if applicable to the services provided) coverage and automobile liability coverage (including non-owned automobiles) shall meet the following requirements:

      i. Each policy shall be endorsed to name the County, its officers, officials, employees, representatives and agents (collectively, for the purpose of this section 9, the "County") as additional insureds. The Additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13; and

ii. All coverage available under such policy to Contractor, as the named insured, shall also be available and applicable to the County, as the additional insured; and

iii. All of Contractor's available insurance proceeds in excess of the specified minimum limits shall be available to satisfy any and all claims of the County, including defense costs and damages; and

iv. Any insurance limitations are independent of and shall not limit the indemnification terms of this Agreement; and

v. Contractor's policy shall be primary insurance as respects the County, its officers, officials, employees, representatives and agents, and any insurance or self-insurance maintained by the County, its officers, officials, employees, representatives and agents shall be in excess of the Contractor's insurance and shall not contribute with it, and such policy shall contain any endorsements necessary to effectuate this provision. The primary and non-contributory endorsement shall be at least as broad as ISO Form 20 01 04 13; and

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

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

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

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

Contractor or its principals to practice its professions and to perform its duties and obligations under this Agreement.

11. Relationship of Parties. It is understood that Contractor is not acting hereunder as an employee of the County, but solely as an independent contractor. Contractor, by virtue of this Agreement, has no authority to bind, or incur any obligation on behalf of, County. Except as expressly provided in this Agreement, Contractor has no authority or responsibility to exercise any rights or power vested in County. It is understood by both Contractor and County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or joint venture.

12. Assignment. Contractor may not assign, subcontract, sublet, or transfer its interest in this Agreement without the prior written consent of the County.

13. Non-discrimination. Contractor agrees not to discriminate in the provision of service under this Agreement on the basis of race, color, religion, marital status, national origin, ancestry, sex, sexual orientation, physical or mental handicap, age, or medical condition.

14. Choice of Law. The laws of the State of California shall govern this agreement.

15. Interpretation. This agreement is the result of the joint efforts of both parties and their attorneys. The agreement and each of its provisions will be interpreted fairly, simply, and not strictly for or against either party.

16. Integration. This Agreement constitutes the entire understanding between the parties respecting the subject matter contained herein and supersedes any and all prior oral or written agreements regarding such subject matter.

17. Severability. The invalidity of any provision of this Agreement, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.

18. Headings. The headings and captions contained in this Agreement are for convenience only, and shall be of no force or effect in construing and interpreting the provisions of this Agreement.

19. Waiver of Rights. No delay or failure of either party in exercising any right, and no partial or single exercise of any right, shall be deemed to constitute a waiver of that right or any other right.

20. Conflict of Interest. The parties to this Agreement have read and are aware of the provisions of Government Code section 1090 *et seq*. and section 87100 *et seq*. relating to conflicts of interest of public officers and employees. Contractor represents that it is unaware of any financial or economic interest of any public officer or employee of County relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement and is later discovered by the County, the County may immediately terminate this Agreement by giving written notice to Contractor.

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

County:

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

Contractor:

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

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.

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

CONTRACTOR:

Plumas Rural Services, a California Corporation

By:_____
Name: Michele Piller
Title: Executive Director
Date signed:_____

By:_____
Name: Debbie Shirk
Title: Fiscal Officer
Date signed: _____

COUNTY:

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

By:_____
Name: Dwight Ceresola, Chair
Title: Board of Supervisors
Date signed:

ATTEST:

By:_____
Heidi White, Clerk of the Board
Date signed:_____

Approved as to form:

_____ 5/12/2023
Joshua Brechtel
Deputy County Counsel

EXHIBIT A

Scope of Work

SCOPE OF WORK

PRS Responsibilities:

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

The Consultant must:

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

l. Request and receipt of parent/guardian documents for enrollment and recertification- this process requires the submittal of required current documents to ensure eligibility and need for initial/continuity of enrollment in the Child Care Payment Program.
m. Enrollment of license-exempt child care providers – this may include the Trustline process of license-exempt childcare providers. The license-exempt childcare provider will submit their fingerprints and other required documents as applicable, which then will be submitted to Guardian for a background check.

REPORTING REQUIREMENTS

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

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

PCDSS Responsibilities:

1. Refer CalWORKs participants to PRS in a timely manner for assistance with their childcare services needs.

2. Provide necessary CalWORKs participant information to PRS to enable PRS to develop individual childcare agreements for such participants.

3. Determine the amount of and collect overpayments from participants.

4. Reimburse PRS for childcare support service and administrative costs and childcare payments by the 15th of the month following the receipt of invoice, provided that PRS submits that invoice for reimbursement of childcare payment and cost of services incurred in the previous month associated with this Agreement.

5. Regularly provide to PRS a status report detailing clients who are eligible for Stage II or III childcare and documentation of any participant changes in CalWORKs eligibility.

6. Obtain a signed release of information from the CalWORKs participant so that information can be shared with PRS as it pertains to their childcare needs.

EXHIBIT B

Cal-Wks Stage 1
July 1, 2022 to June 30, 2023
FISCAL REPORT

County:	Plumas
Agency:	Plumas Rural Services
Contact Person:	Debbie Shirk, Fiscal Officer

	Project Budget
PERSONNEL	
Regular Staff Salaries	
Wages/Benefits	$ 74,875.72
TOTAL PERSONNEL COSTS	$ 74,875.72
NONPERSONNEL	
Program Support	
Rent, Utilities, phone, internet, audit, insurance	$ 15,000.00
Training/ CAPPA	$ 1,500.00
Supplies	$ 1,500.00
Child Care Payments to Providers	$ 133,000.00
SUBTOTAL PROGRAM SUPPORT COSTS	$ 151,000.00
SUBTOTAL	$ 225,875.72
Indirect	$ 7,253.28
SUBTOTAL ADMINISTRATIVE COSTS	$ 7,253.28
TOTAL PROJECT BUDGET	$ 233,129.00

TOTAL EXPENSES, per this Agreement, not to exceed:	**$233,129.00**

Contractor will invoice County quarterly, and provide backup information in support of the amount invoiced. Invoices will detail amount of vouchers and provide backup information in support of services provided, including direct and administrative services.

PLUMAS COUNTY
SOCIAL SERVICES DEPARTMENT
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Neal Caiazzo, Director of Social Services**
MEETING DATE:	**June 6, 2023**
SUBJECT:	**Approve and authorize the Chair to sign an Agreement Between Plumas County Social Services Department and Plumas Rural Services for family therapy services provided to children and their families who are in the Child Welfare system; not to exceed $50,000.00 (No general fund impact); approved as to form by County Counsel.**

Recommendation:
RENEW A CONTRACT WITH PLUMAS RURAL SERVICES FOR FAMILY THERAPY FOR CHILDREN AND FAMILIES IN THE CHILD WELFARE SYSTEM

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

Action:

Approve and authorize the Board Chair to sign an agreement with Plumas Rural Services for family therapy services provided to children and their families who are in the Child Welfare system.

Fiscal Impact:

The agreement calls for total compensation not to exceed $50,000 for FY 2023-2024. The Department of Social Services approved budget for FY 2023-2024 includes funds to support this agreement. There is no impact to the County General Fund.

Attachments:
1. 23-24-299 FINAL PRS-CWS Therapy

Services Agreement

This Agreement is made by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its Department of Social Services (hereinafter referred to as "County" or "DSS"), and Plumas Rural Services (PRS), a California Corporation hereinafter referred to as "Contractor" or "PRS".

The parties agree as follows:

1. Scope of Work. Contractor shall provide the County with services as set forth in Exhibit A, attached hereto.

2. Compensation. County shall pay Contractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed FIFTY THOUSAND DOLLARS ($50,000.00).

3. Term. The term of this Agreement shall be from July 1, 2023 through June 30, 2024, unless terminated earlier as provided herein.

4. Termination. Either party may terminate this Agreement by giving thirty (30) days written notice to the other party.

5. Non-Appropriation of Funds. It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, the County shall have no liability to pay any further funds whatsoever to Contractor or furnish any other consideration under this Agreement and Contractor shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either cancel this Agreement with no further liability incurring to the County, or offer an amendment to Contractor to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution. Contractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.

6. Warranty and Legal Compliance. The services provided under this Agreement are non-exclusive and shall be completed promptly and competently. Contractor agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.

7. Amendment. This Agreement may be amended at any time by mutual agreement of the parties, expressed in writing and duly executed by both parties. No alteration of the terms of this Agreement shall be valid or binding upon either party unless made in writing and duly executed by both parties.

8. Indemnification. To the furthest extent permitted by law (including without limitation California Civil Code Sections 2782 and 2782.8, if applicable), County shall not be liable for, and Contractor shall defend and indemnify County and its officers, agents, employees, and volunteers (collectively "County Parties"), against any and all claims deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics; liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorney's fees and court costs (hereinafter collectively referred to as "Claims"), which arise out of or are in any way connected to the work covered by this Agreement arising either directly or indirectly from any act, error, omission or negligence of Contractor or its officers, employees, agents, contractors, licensees or servants, including, without limitation, Claims caused by the concurrent negligent act, error or omission, whether active or passive of County Parties. Contractor shall have no obligation, however, to defend or indemnify County Parties from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of County Parties. The obligations of this indemnity shall be for the full amount of all damage to County, including defense costs, and shall not be limited by any insurance limits.

9. Insurance. Contractor agrees to maintain the following insurance coverage throughout the term of this Agreement:

a. Commercial general liability (and professional liability, if applicable to the services provided) coverage, with minimum per occurrence limit of the greater of (i) the limit available on the policy, or (ii) one million dollars ($1,000,000).

b. Automobile liability coverage (including non-owned automobiles), with minimum bodily injury limit of the greater of (i) the limit available on the policy, or (ii) two-hundred fifty thousand dollars ($250,000) per person and five hundred thousand dollars ($500,000) per accident, as well as a minimum property damage limit of the greater of (i) the limit available on the policy, or (ii) fifty thousand dollars ($50,000) per accident.

c. Each policy of commercial general liability (and professional liability, if applicable to the services provided) coverage and automobile liability coverage (including non-owned automobiles) shall meet the following requirements:

i. Each policy shall be endorsed to name the County, its officers, officials, employees, representatives and agents (collectively, for the purpose of this section 9, the “County”) as additional insureds. The Additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13; and

ii. All coverage available under such policy to Contractor, as the named insured, shall also be available and applicable to the County, as the additional insured; and

iii. All of Contractor’s available insurance proceeds in excess of the specified minimum limits shall be available to satisfy any and all claims of the County, including defense costs and damages; and

iv. Any insurance limitations are independent of and shall not limit the indemnification terms of this Agreement; and

v. Contractor's policy shall be primary insurance as respects the County, its officers, officials, employees, representatives and agents, and any insurance or self-insurance maintained by the County, its officers, officials, employees, representatives and agents shall be in excess of the Contractor's insurance and shall not contribute with it, and such policy shall contain any endorsements necessary to effectuate this provision. The primary and non-contributory endorsement shall be at least as broad as ISO Form 20 01 04 13; and

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

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

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

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

11. Relationship of Parties. It is understood that Contractor is not acting hereunder as an employee of the County, but solely as an independent contractor. Contractor, by virtue of this Agreement, has no authority to bind, or incur any obligation on behalf of, County. Except as expressly provided in this Agreement, Contractor has no authority or responsibility to exercise any rights or power vested in County. It is understood by both Contractor and County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or joint venture.

12. Assignment. Contractor may not assign, subcontract, sublet, or transfer its interest in this Agreement without the prior written consent of the County.

13. Non-discrimination. Contractor agrees not to discriminate in the provision of service under this Agreement on the basis of race, color, religion, marital status, national origin, ancestry, sex, sexual orientation, physical or mental handicap, age, or medical condition.

14. Choice of Law. The laws of the State of California shall govern this Agreement.

15. Interpretation. This Agreement is the result of the joint efforts of both parties and their attorneys. The agreement and each of its provisions will be interpreted fairly, simply, and not strictly for or against either party.

16. Integration. This Agreement constitutes the entire understanding between the parties respecting the subject matter contained herein and supersedes any and all prior oral or written agreements regarding such subject matter.

17. Severability. The invalidity of any provision of this Agreement, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.

18. Headings. The headings and captions contained in this Agreement are for convenience only, and shall be of no force or effect in construing and interpreting the provisions of this Agreement.

19. Waiver of Rights. No delay or failure of either party in exercising any right, and no partial or single exercise of any right, shall be deemed to constitute a waiver of that right or any other right.

20. Conflict of Interest. The parties to this Agreement have read and are aware of the provisions of Government Code section 1090 *et seq*. and section 87100 *et seq*. relating to conflicts of interest of public officers and employees. Contractor represents that it is unaware of any financial or economic interest of any public officer or employee of County relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement and is later discovered by the County, the County may immediately terminate this Agreement by giving written notice to Contractor.

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

County:

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

Contractor:

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

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

23. Contract Execution. Each individual executing this Agreement on behalf of Contractor represents that he or she is fully authorized to execute and deliver this Agreement.

24. 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.

25. 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.

26. 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.

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.

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

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

CONTRACTOR:

Plumas Rural Services, a California Corporation

By:_____
Name: Michele Piller
Title: Executive Director
Date signed:_____

By:_____
Name: Debbie Shirk
Title: Fiscal Officer
Date signed: _____

COUNTY:

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

By:_____
Dwight Ceresola, Chair
Board of Supervisors
Date signed:_____

ATTEST:

By:_____
Heidi White
Clerk of the Board of Supervisors

Approved as to form:

Joshua Brechtel
Deputy County Counsel

5/12/2023

EXHIBIT A

SCOPE OF WORK

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

The Contractor must:

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

REPORTING REQUIREMENTS

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

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

EXHIBIT B

FEE SCHEDULE

Fees are as follows:	
Enrollment:	**$125.00**
Assessment and first appointment:	**$220.00**
Therapy hourly rate:	**$115.00**
No show:	**$65.00**
TOTAL EXPENSES, per this Agreement, not to exceed:	**$50,000.00**

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

PLUMAS COUNTY
SOCIAL SERVICES DEPARTMENT
MEMORANDUM

TO: **Honorable Chair and Board of Supervisors**

FROM: **Neal Caiazzo, Director of Social Services**

MEETING DATE: **June 6, 2023**

SUBJECT: **Approve and authorize the Chair to sign an Agreement between the Department of Social Services and Plumas Rural Services for case management services provided to CalWORKs TANF eligible recipients who have alcohol and drug conditions that are barriers to seeking and accepting work; not to exceed $28,600.00 (no general fund impact); approved as to form by County Counsel.**

Recommendation:
Renew a Contract between the Department of Social Services and Plumas Rural Services for assessment, intervention, and case management services for CalWORKs TANIF eligible recipients.

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

Action:

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

Fiscal Impact:

The agreement before the Board today provides for total compensation for the current fiscal year not to exceed $28,600.00. The funds are appropriated in the Department of Social Services approved budget plan for the current year. The source for funding this program is Department of Social Services TANF funds. It does not impact the County General Fund.

Attachments:
1. 23-24-301 FINAL PRS CalWORKs & TANF

Services Agreement

This Agreement is made by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its Department of Social Services and Public Guardian (hereinafter referred to as "County"), and PLUMAS RURAL SERVICES, (PRS), a California Corporation (hereinafter referred to as "Contractor" or "PRS").

The parties agree as follows:

1. Scope of Work. Contractor shall provide the County with services for CalWORKs TANF clients as set forth in Exhibit A, attached hereto.

2. Compensation. County shall pay Contractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed TWENTY-EIGHT THOUSAND SIX HUNDRED DOLLARS ($28,600.00).

3. Term. The term of this Agreement commences July 1, 2023 and shall remain in effect through June 30, 2024, unless terminated earlier pursuant to this Agreement.

4. Termination. Either party may terminate this Agreement by giving thirty (30) days written notice to the other party.

5. Non-Appropriation of Funds. It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, the County shall have no liability to pay any further funds whatsoever to Contractor or furnish any other consideration under this Agreement and Contractor shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either cancel this Agreement with no further liability incurring to the County, or offer an amendment to Contractor to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution. Contractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.

6. Warranty and Legal Compliance. The services provided under this Agreement are non-exclusive and shall be completed promptly and competently. Contractor shall guarantee all parts and labor for a period of one year following the expiration of the term of this Agreement unless otherwise specified in Exhibit A. Contractor agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.

7. Amendment. This Agreement may be amended at any time by mutual agreement of the parties, expressed in writing and duly executed by both parties. No alteration of the terms of this

Agreement shall be valid or binding upon either party unless made in writing and duly executed by both parties.

8. Indemnification. To the furthest extent permitted by law (including without limitation California Civil Code Sections 2782 and 2782.8, if applicable), County shall not be liable for, and Contractor shall defend and indemnify County and its officers, agents, employees, and volunteers (collectively "County Parties"), against any and all claims deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics; liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorney's fees and court costs (hereinafter collectively referred to as "Claims"), which arise out of or are in any way connected to the work covered by this Agreement arising either directly or indirectly from any act, error, omission or negligence of Contractor or its officers, employees, agents, contractors, licensees or servants, including, without limitation, Claims caused by the concurrent negligent act, error or omission, whether active or passive of County Parties. Contractor shall have no obligation, however, to defend or indemnify County Parties from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of County Parties. The obligations of this indemnity shall be for the full amount of all damage to County, including defense costs, and shall not be limited by any insurance limits.

9. Insurance. Contractor agrees to maintain the following insurance coverage throughout the term of this Agreement:

a. Commercial general liability (and professional liability, if applicable to the services provided) coverage, with minimum per occurrence limit of the greater of (i) the limit available on the policy, or (ii) one million dollars ($1,000,000).

b. Automobile liability coverage (including non-owned automobiles), with minimum bodily injury limit of the greater of (i) the limit available on the policy, or (ii) two-hundred fifty thousand dollars ($250,000) per person and five hundred thousand dollars ($500,000) per accident, as well as a minimum property damage limit of the greater of (i) the limit available on the policy, or (ii) fifty thousand dollars ($50,000) per accident.

c. Each policy of commercial general liability (and professional liability, if applicable to the services provided) coverage and automobile liability coverage (including non-owned automobiles) shall meet the following requirements:

i. Each policy shall be endorsed to name the County, its officers, officials, employees, representatives and agents (collectively, for the purpose of this section 9, the “County”) as additional insureds. The Additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13; and

ii. All coverage available under such policy to Contractor, as the named insured, shall also be available and applicable to the County, as the additional insured; and

iii. All of Contractor's available insurance proceeds in excess of the specified minimum limits shall be available to satisfy any and all claims of the County, including defense costs and damages; and

iv. Any insurance limitations are independent of and shall not limit the indemnification terms of this Agreement; and

v. Contractor's policy shall be primary insurance as respects the County, its officers, officials, employees, representatives and agents, and any insurance or self-insurance maintained by the County, its officers, officials, employees, representatives and agents shall be in excess of the Contractor's insurance and shall not contribute with it, and such policy shall contain any endorsements necessary to effectuate this provision. The primary and non-contributory endorsement shall be at least as broad as ISO Form 20 01 04 13; and

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

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

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

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

11. Relationship of Parties. It is understood that Contractor is not acting hereunder as an employee of the County, but solely as an independent contractor. Contractor, by virtue of this Agreement, has no authority to bind, or incur any obligation on behalf of, County. Except as expressly provided in this Agreement, Contractor has no authority or responsibility to exercise any rights or power vested in County. It is understood by both Contractor and County that this Agreement

shall not under any circumstances be construed or considered to create an employer-employee relationship or joint venture.

12. Assignment. Contractor may not assign, subcontract, sublet, or transfer its interest in this Agreement without the prior written consent of the County.

13. Non-discrimination. Contractor agrees not to discriminate in the provision of service under this Agreement on the basis of race, color, religion, marital status, national origin, ancestry, sex, sexual orientation, physical or mental handicap, age, or medical condition.

14. Choice of Law. The laws of the State of California shall govern this Agreement.

15. Interpretation. This Agreement is the result of the joint efforts of both parties and their attorneys. The agreement and each of its provisions will be interpreted fairly, simply, and not strictly for or against either party.

16. Integration. This Agreement constitutes the entire understanding between the parties respecting the subject matter contained herein and supersedes any and all prior oral or written agreements regarding such subject matter.

17. Severability. The invalidity of any provision of this Agreement, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.

18. Headings. The headings and captions contained in this Agreement are for convenience only, and shall be of no force or effect in construing and interpreting the provisions of this Agreement.

19. Waiver of Rights. No delay or failure of either party in exercising any right, and no partial or single exercise of any right, shall be deemed to constitute a waiver of that right or any other right.

20. Conflict of Interest. The parties to this Agreement have read and are aware of the provisions of Government Code section 1090 *et seq*. and section 87100 *et seq*. relating to conflicts of interest of public officers and employees. Contractor represents that it is unaware of any financial or economic interest of any public officer or employee of County relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement and is later discovered by the County, the County may immediately terminate this Agreement by giving written notice to Contractor.

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

County:

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

Contractor:

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

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

23. Contract Execution. Each individual executing this Agreement on behalf of Contractor represents that he or she is fully authorized to execute and deliver this Agreement.

24. 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.

25. 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.

26. 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.

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.

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

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

CONTRACTOR:

Plumas Rural Services, a California Corporation

By:_____
Name: Michele Piller
Title: Executive Director
Date signed:_____

By:_____
Name: Debbie Shirk
Title: Fiscal Officer
Date signed: _____

COUNTY:

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

By:_____
Dwight Ceresola, Chair
Board of Supervisors
Date signed:_____

ATTEST:

By:_____
Heidi White
Clerk of the Board of Supervisors

Approved as to form:

_____ 5/12/2023
Joshua Brechtel
Deputy County Counsel

EXHIBIT A

SCOPE OF WORK

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

The Contractor must:

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

REPORTING REQUIREMENTS

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

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

EXHIBIT B

CalWORKs & TANF

Fees are as follows: **Fee per each Participant per hour:**	**$115.00**
TOTAL EXPENSES, per this Agreement, not to exceed:	**$28,600.00**

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

PLUMAS COUNTY
SOCIAL SERVICES DEPARTMENT
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Neal Caiazzo, Director of Social Services**
MEETING DATE:	**June 6, 2023**
SUBJECT:	**Approve and authorize the Chair to sign an Agreement between Plumas County Social Services and Environmental Alternatives for the operation of the Transitional Housing Program-Plus for transitional foster youth; not to exceed $58,416.00 (no general fund impact); approved as to form by County Counsel.**

Recommendation:

APPROVAL AND AUTHORIZATION FOR THE DEPARTMENT OF SOCIAL SERVICES TO EXECUTE A CONTRACT WITH ENVIRONMENTAL ALTERNATIVES FOR THE TRANSITIONAL HOUSING PROGRAM-PLUS (THP-PLUS).

Background and Discussion:

In 2001, the California State Legislature passed and the Governor signed AB 427 (Chapter 125, Statutes of 2001) as an urgency statute. AB 427 established the Transitional Housing Placement and Transitional Housing Placement-Plus (THP-Plus) programs to address the needs of the young adults who "age out" or "emancipate" from the foster care system and are transitioning into independent living. In passing this legislation, the State recognized the unique needs of former foster youth and the challenges they face in such transitions.

Since its initial implementation, various steps have been taken by the Legislature to remove barriers to the implementation of this housing and support program. The most significant step for Plumas County occurred in 2006 with the adoption by the Legislature of AB 1808 (Chapter 75, Statutes of 2006). This legislation changed the cost sharing structure for this program from a 60% County share of the cost to 100% CWS Realignment Fund reimbursement for services and housing support are provided under this program.

Based on this change, in April 2007 Plumas County Department of Social Services submitted a "letter of interest" to the California Department of Social Services and an ensuing County THP-Plus Plan to fund two slots for transitional housing for young adults ages 18-24 who have emancipated out of the foster care system. Our request was approved.
The matter that is before the Board today is to approve a contract with Environmental Alternatives for these services.

Action:

Approve and authorize the Board Chair to sign an agreement with Environmental Alternatives for the operation of the Transitional Housing Program-Plus for transitional foster youth; not to exceed $58,416.00 (no general fund impact); approved as to form by County Counsel.

Fiscal Impact:

The rate set for housing and supportive services is $2,434.00 per month for each of the two approved slots. Pursuant to AB 1808 costs for services and housing are 100% reimbursed from CWS Realignment Funds. There is no impact to the County General Fund.

Attachments:

1. 23-24-309 FINAL EA THP-Plus

County of Plumas

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement ("Agreement") is entered into by and between the County of Plumas ("County"), a political subdivision of the State of California, through its Department of Social Services ("PCDSS") and **Environmental Alternatives** ("Provider").

1. **Services Provided by Provider.** This Agreement establishes the terms and conditions under which Provider will provide transitional housing through a County certified **Transitional Housing Placement-Plus Program (THP-Plus).** The purpose of the THP-Plus Program is to assist emancipated young adults as they move from dependency to self-sufficiency by providing housing and supportive services. The Provider shall provide those services described in Attachment A.

2. **Compensation.** County shall pay Provider for services rendered pursuant to this Agreement at the time and in the amount set forth in Attachment "B". The payment specified in Attachment "B" shall be the only payment made to Provider for services rendered pursuant to this Agreement. Provider shall submit all billing for said services to County in the manner specified in Attachment "B".

3. **Term of Agreement.** The term of this Agreement commences July 1, 2023 and shall remain in effect through June 30, 2024, unless terminated earlier pursuant to this Agreement.

4. **Termination.** Subject to a thirty-day written advance notification, this Agreement may be terminated without cause by either party upon notice to the other party. Upon termination, Provider shall immediately cease providing services to County. County shall pay any monies due to Provider within thirty days of termination.

5. **Non-Appropriation of Funds**. It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, the County shall have no liability to pay any further funds whatsoever to Contractor or furnish any other consideration under this Agreement and Contractor shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either cancel this Agreement with no further liability incurring to the County, or offer an amendment to Contractor to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution. Contractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.

6. **Amendment**. This Agreement may be amended at any time by mutual agreement of the parties, expressed in writing and duly executed by both parties. No alteration of the

terms of this Agreement shall be valid or binding upon either party unless made in writing and duly executed by both parties.

7. **Facilities, Equipment and Other Materials and Obligations of County**. Provider shall, at its sole cost and expense, furnish all facilities, equipment and other materials which may be required for furnishing services pursuant to this Agreement. In addition, the County shall:

    a. Provide program consultation and technical assistance to Provider.

    b. Monitor and evaluate Provider's performance, expenditures and service levels for compliance with terms of this Agreement.

    c. Provide Provider with reporting forms and/or formats and time frames for submission of reports.

    d. Review all invoices submitted by Provider for allowable costs and approve for payment as appropriate conditioned in the availability of state funds.

    e. Retain ownership and have prompt access to any report, evaluations, preliminary findings, or data assembled/developed by Provider under this Agreement.

    f. Pre-approve initial referrals and all subsequent relocations of foster children from one Provider location to another.

8. **Drug-Free Work Place.** Provider, and any of Provider's employees (if applicable), shall comply with the County of Plumas policy of maintaining a drug-free workplace (Personnel Rule 22.03).

9. **Records.** Provider agrees to provide reasonable access to records relating to the services provided to County and agrees to provide any such records to County upon completion of services under this Agreement. In addition to records related to the subject matter of Provider's services, Provider shall be responsible for maintaining such records as may be necessary to document services performed and hours worked.

10. **Independent Provider.** The parties understand and agree that Provider is an independent Provider and that no employment relationship between Provider and County is created by this Agreement. County's workers' compensation insurance does not cover Provider or any member of Provider's staff. Provider shall, at Provider's own risk and expense, determine the method and manner by which services are provided under this Agreement. This Agreement is not an agency agreement, and Provider is not the agent or legal representative of County for any purpose whatsoever. Provider is not granted any express or implied right or authority to assume or create any obligation or responsibility on behalf of, or in the name of, County, or to bind County in any manner or thing whatsoever. During the term of this Agreement, no employee or independent Provider of Provider shall become an employee or agent of County for any purpose.

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

12. **Assignment.** The rights and duties established by this Agreement are not assignable by either party, in whole or in part, without the prior written consent of the other party.

13. **Alteration.** No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by both parties.

14. **Controlling Law.** This Agreement shall be interpreted in accordance with the laws of the State of California, and venue shall be in Plumas County.

15. **Notices.** All notices and demands of any kind which either party may require or desire to serve on the other in connection with this Agreement must be served in writing either by personal service or by registered or certified mail, return receipt requested, and shall be deposited in the United States Mail, with postage thereon fully prepaid, and addressed to the party so to be served as follows:

If to "County":

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

If to “Provider”:

Melody King, Asst. Executive Director
Environmental Alternatives
PO Box 3940
Quincy, CA 95971
(530) 283-3330

16. **Entire Agreement**. This Agreement constitutes the entire agreement between the parties. There are no other promises, express or implied, between the parties, and each party covenants to act in good faith at all times during the term of this Agreement.
17. **Severability**. If any provisions of this Agreement are held to be invalid or unenforceable, the remaining portions shall continue to be valid and enforceable. In such an event, however, should any provision held to be invalid or unenforceable

frustrate the purpose of this Agreement or render it meaningless, the agreement shall be deemed cancelled.

18. Attachments.

All Attachments referred to herein are attached hereto and by this reference contained herein. Attachments include:

Attachment A- Services

Attachment B- Payment

Attachment C- Additional

Attachment D- General Provisions

Attachment E- Business Associate Agreement

EXECUTION

CONTRACTOR:

Environmental Alternatives

By:_____
Name: Melody King
Title: Chief Executive Officer
Date signed:_____

By:_____
Name: Jerome Dorris
Title: Chief Financial Officer
Date signed: _____

COUNTY:

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

By:_____
Dwight Ceresola, Chair
Board of Supervisors
Date signed:_____

ATTEST:

By:_____
Heidi White, Clerk of the Board
Date signed:_____

Approved as to form:

_____ 5/16/2023
Joshua Brechtel
Deputy County Counsel

ATTACHMENT A
AGREEMENT BETWEEN
PLUMAS COUNTY DEPARTMENT OF SOCIAL SERVICES
AND ENVIRONMENTAL ALTERNATIVES

SCOPE OF DUTIES

THP-Plus tenants are young adults who are former foster/probation youth who have emancipated from the foster care system. THP-Plus tenants shall be at least 18 years of age and not yet 24 years of age, and shall be pursuing County-approved goals utilizing a STEP/THP-Plus Transitional Independent Living Plan (TILP). The Plumas County Department of Social Services will provide emancipated foster/probation youth, ages 18 to 24, with housing and support services designed to assist the youth in fulfilling the goals described in the youths' Supportive Transitional Emancipation Program Transitional/Independent Living Plan (STEP/TILP).

A.1 DUTIES AND RESPONSIBILITIES TO BE PERFORMED BY COUNTY:

1. County shall determine an emancipated youth's eligibility for THP-Plus.

2. County shall initiate referrals to the THP-Plus Provider in coordination with the contracted ILP provider.

3. County shall refer eligible youth to the THP-Plus Provider best suited to an eligible youth's unique needs.

4. County shall certify the providers of THP-Plus program once proof of compliance with applicable regulations and statutes are provided.

5. County shall periodically inspect housing units used by the program.

6. County shall obtain feedback from participants via focus groups or client satisfaction surveys.

7. County shall review monthly program reports and assemble data for annual California Department of Social Services (CDSS) report.

8. County shall pay the Provider the rate defined in Paragraph B.2 of ATTACHMENT B.

A.2 SERVICES TO BE PERFORMED BY PROVIDER:

1. Provider shall review the application of all referred youth, including at least one interview.

2. Provider shall decide to accept or reject the application. Application rejections will be in writing and must include specific details supporting the decision to reject.

3. Provider shall assess youth's current strengths and needs, at the time of intake to establish a baseline, using Ansell-Casey Life Skills Assessment.

4. Provider shall assist participating youth in developing and meeting the goals of the STEP/TILP and coordinate services with the ILP coordinator and other community and public partners.

5. Provider shall develop a contract with each youth, detailing the rights and responsibilities of each party and under which each party agrees to the requirements.

6. Provider shall provide case management services to ensure participating youth move toward self sufficiency and permanent housing. These services will include life skills training, roommate mediation, and services to help youth build relationships with family and community.

7. Provider shall provide 24-hour crisis intervention and support which will include providing each youth with an emergency telephone number.

8. Provider shall provide access to on call mental health services.

9. Provider shall provide or assist the youth in receiving individual and group therapy, as needed to meet emancipation goals.

10. Provider shall assure youth receives medical and dental care.

11. Provider shall provide educational advocacy and support, including support for youth to pursue college education or vocational training.

12. Provider shall provide job readiness training and support including linkage to the Workforce Investment Act (WIA) partners, One-Stop Centers, and other appropriate employment resources.

13. Provider shall provide youth with mentoring and assist youth in establishing a permanent relationship with at least one caring adult.

14. Provider shall provide a system for participants to pay for utilities, telephone, and rent.

15. Provider shall provide adequate allowance for each participant to purchase food and other necessities.

16. Provider shall provide apartment furnishings, directly or through a stipend.

17. Provider shall provide youth assistance in finding and maintaining affordable housing.

18. Provider shall provide participants an FDIC insured savings account for funds retained by the provider on behalf of the youth and economic literacy training.

19. Provider shall provide an emancipation fund for each youth into which $100.00 per month will be deposited.

20. Provider shall provide assistance with security deposits and moving assistance.

21. Provider shall provide transportation assistance.

22. Provider shall provide advocacy, when appropriate, to obtain public benefit assistance.

23. Provider shall provide services for pregnant or parenting participants including assistance in securing child care, parent education and support, maternity care, and domestic violence education.

24. Provider shall maintain a case manager to youth ratio of 1 to 12 for participants. The provided ratio for parenting youth will be provided at the ratio of 1 to 8.

25. Provider shall provide a minimum 15 hours of training specific to working with eligible youth, designed to ensure employees can adequately counsel, train, and supervise youth to prepare them for successful independent living.

A.3 PROGRAM GOALS

1. Within 12 months, 50% of participating youth will have a high school diploma or equivalent.

2. Within 12 months, 100% of participating youth will be employed.

3. Within 12 months, the average hourly wage of participating youth will be the minimum wage.

4. Within 12 months, 50% of participating youth will have a consistent, supportive relationship with a caring adult.

5. Within 12 months, 50% of participating youth will have retained their housing.

6. Within 60 days, all participants will have some form of health insurance.

A.4 REPORTING AND EVALUATION RESPONSIBILITIES OF PROVIDER

1. Provider shall provide monthly status reports of participants' progress toward goals.

2. Provider shall provide Ansell-Casey Life Skills Assessment results for each participant, no less than every six months.

3. Provider shall provide information for the annual CDSS report and the THP-Plus Tracker system.

4. Provider shall provide post-discharge follow up assessments for participants, using the program goals for a period of 2 years.

A.5 REGULATORY DUTIES AND RESPONSIBILITIES OF PROVIDER

1. Provider shall provide proof of compliance with applicable sections of the Welfare and Institutions Code and the Health and Safety Code necessary for County certification of the program.

2. Provider shall provide proof of compliance with tenants' rights, housing statutes, employee regulations necessary for County certification of the program.

3. Provider shall respect and keep confidential information about the participants and their families.

4. Provider shall provide certification that civil rights/non-discrimination training was provided to all contract staff within 60 days of contract initiation.

5. Provider shall comply with any findings or recommendations of State or Federal audits and reviews.

END OF ATTACHMENT A

ATTACHMENT B
AGREEMENT BETWEEN
PLUMAS COUNTY DEPARTMENT OF SOCIAL SERVICES
AND ENVIRONMENTAL ALTERNATIVES

B.1. County shall pay to Provider for services described in Attachment A as follows:

B.1.1 The Maximum Contract Amount in Paragraph B.2 includes compensation to Provider for services performed pursuant to this contract.

B.1.2 County will pay for additional expenses as necessary for each client only if such expenses have been pre-authorized in writing by County.

B.1.3 Provider shall not be entitled to payment unless and until Provider issues a monthly billing statement to County and provides the following information: at a minimum the child(ren's) name, dates, rate, location and discharge outcome: i.e., return to parents, other foster care, group homes, or other, status toward program goals, i.e., A.3.

B.1.4 County shall review for approval, all invoices within thirty days of receipt and authorize payment within fifteen days of approval.

B.1.5 County to authorize up to 2 youth at any given time.

B.2 PAYMENT GRID

Service Description	Funding Source	Unit type	Total # units	Total
Transitional Housing	THP-Plus	Per Month/ Per Youth	24 @ $2,434.00 per unit	$58,416.00

Maximum Contract Amount: 12 Months
**Contingent upon the availability of funds and approval of the Board of Supervisors.

END OF ATTACHMENT B

ATTACHMENT C
AGREEMENT BETWEEN
PLUMAS COUNTY DEPARTMENT OF SOCIAL SERVICES
AND ENVIRONMENTAL ALTERNATIVES

ADDITIONAL PROVISIONS

C.1 INTERPRETATION OF AGREEMENT.

This Agreement shall be governed and construed in accordance with all applicable laws and regulations and with contractual obligations of Plumas County under an allocation agreement between County and the State of California Department of Social Services. Provider agrees to comply with all contractual provisions of said contract as it applies to County.

C.2 REPORTS.

Provider shall submit reports as required by Plumas County.

C.3 AVAILABILITY OF BOOKS AND RECORDS.

Provider agrees to make all of its books and records, pertaining to the goods and services furnished under the terms of this Agreement, available for inspection, examination or copying, by County, the State Department of Justice, the State Department of Health Services, the State Department of Social Services and the United States Department of Health Services, at all reasonable times at the Provider's place of business or at such other mutually agreeable location in California, in a form maintained in accordance with the general standards applicable to such book or record keeping, for a term of at least five years from the close of the County's fiscal year in which the Agreement was in effect.

C.4 INSPECTION.

County and the California Department of Social Services may evaluate through inspection or other means, the quality, appropriateness and timeliness of services performed under this Agreement.

C.5 SUBCONTRACTS.

All subcontracts must be in writing and be subject to the same terms and conditions applicable to Provider under this Agreement.

END OF ATTACHMENT C

ATTACHMENT D
AGREEMENT BETWEEN
PLUMAS COUNTY DEPARTMENT OF SOCIAL SERVICES
AND ENVIRONMENTAL ALTERNATIVES

GENERAL PROVISIONS

D.1 INDEPENDENT PROVIDER. For all purposes arising out of this Agreement, Provider shall be: an independent Provider and each and every employee, agent, servant, partner, and shareholder of Provider (collectively referred to as "The Provider") shall not be for any purpose of this Agreement, an employee of County. Furthermore, this Agreement shall not under any circumstance be construed or considered to be joint powers agreement as described in California Government Code sections 6000 et seq., or otherwise. As an independent Provider, the following shall apply:

D.1.1 Provider shall determine the method, details and means of performing the services to be provided by Provider as described in this Agreement.

D.1.2 Provider shall be responsible to County only for the requirements and results specified by this Agreement and, except as specifically provided in this Agreement, shall not be subject to County's control with respect to the physical actions or activities of Provider in fulfillment of the requirements of this Agreement.

D.1.3 Provider shall be responsible for its own operating costs and expenses, property and income taxes, workers' compensation insurance and any other costs and expenses in connection with performance of services under this Agreement.

D.1.4 Provider is not, and shall not be, entitled to receive from or through County, and County shall not provide or be obligated to provide the Provider with workers' compensation coverage, unemployment insurance coverage or any other type of employee or worker insurance or benefit coverage required or provided by any federal, state or local law or regulation for, or normally afforded to, any employee of County.

D.1.5 Provider shall not be entitled to have County withhold or pay, and County shall not withhold or pay, on behalf of Provider any tax or money relating to the Social Security Old Age Pension Program, Social Security Disability Program or any other type of pension, annuity or disability program required or provided by any federal, state or local law or regulation for, or normally afforded to, any employee of County.

D.1.6 Provider shall not be entitled to participate in, or receive any benefit from, or make any claim against any County fringe benefit program including, but not limited to, County's pension plan, medical and health plan, dental plan, life insurance plan, or other type of benefit program, plan or coverage designated for, provided to, or offered to County's employees.

D.1.7 County shall not withhold or pay on behalf of Provider any federal, state or local tax including, but not limited to, any personal income tax owed by Provider.

D.1.8 Provider is, and at all times during the term of this Agreement shall represent and conduct itself as, an independent Provider and not as an employee of County.

D.1.9 Provider shall not have the authority, express or implied, to act on behalf of, bind or oblige the County in any way without the written consent of the County.

D.2 PERS ELIGIBILITY INDEMNITY. In the event that Provider or any employee, agent, or subcontractor of Provider providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the County, Provider shall indemnify, defend, and hold harmless County for the payment of any employee and/or employer contributions for PERS benefits on behalf of Provider or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of County.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Provider and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by County, including but not limited to eligibility to enroll in PERS as an employee of County and entitlement to any contribution to be paid by County for employer contribution and/or employee contributions for PERS benefits.

D.3 LICENSES, PERMITS, ETC. Provider represents and warrants to County that it has all licenses, permits, qualifications, and approvals of whatsoever nature which are legally required for Provider to practice its profession. Provider represents and warrants to County that Provider shall, at its sole cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, and approvals which are legally required for Provider to practice its profession at the time the services are performed.

D.4 CHANGE IN STATUTES OR REGULATIONS. If there is a change of statutes or regulations applicable to the subject matter of this Agreement, both parties agree to be governed by the new provisions, unless either party gives notice to terminate pursuant to the terms of this Agreement.

D.5 TIME. Provider shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary for the satisfactory performance of Provider's obligations pursuant to this Agreement. Neither party shall be considered in default of this Agreement to the extent performance is prevented or delayed by any cause, present or future, which is beyond the reasonable control of the party.

D.6 INSURANCE.

D.6.1 Prior to rendering services provided by the terms and conditions of this Agreement, Provider shall acquire and maintain during the term of this Agreement, insurance coverage through and with an insurer acceptable to County, naming the County and County's officers, employees, agents and independent Providers as additional insured (hereinafter referred to as the insurance). The insurance shall contain the following coverages:

D.6.1.1 Comprehensive general liability insurance including comprehensive liability insurance with minimum coverage of One Million Dollars ($1,000,000) per occurrence and with not less than One Million Dollars ($1,000,000) aggregate; Provider shall insure both County and Provider against any liability arising under or related to this Agreement.

D.6.1.2 During the term of this Agreement, Provider shall maintain in full force and effect a policy of professional errors and omissions insurance with policy limits of not less than One Million Dollars ($1,000,000) per incident and One Million Dollars ($1,000,000) annual aggregate, with deductible or self-insured portion not to exceed Two Thousand Five Hundred Dollars ($2,500).

D.6.1.3 Comprehensive automobile liability insurance with minimum coverage of Five Hundred Thousand Dollars ($500,000) per occurrence and with not less than Five Hundred Thousand Dollars ($500,000) on reserve in aggregate, with combined single limit including owned, non-owned and hired vehicles.

D.6.1.4 Workers' Compensation Insurance coverage for all of Provider's employees and other persons for whom Provider is responsible to provide such insurance coverage, as provided by Division 4 and 4.5 of the California Labor Code.

D.6.2 The limits of insurance herein shall not limit the liability of the Provider hereunder.

D.6.3 In respect to any insurance herein, if the aggregate limit available becomes less than that required above, other excess insurance shall be acquired and maintained immediately. For the purpose of any insurance terms of this Agreement, "aggregate limit available" is defined as the total policy limits available for all claims made during the policy period.

D.6.4 The insurance shall include an endorsement that no cancellation or material change adversely affecting any coverage provided by the insurance may be made until twenty (20) days after written notice is delivered to County.

D.6.5 The insurance policy forms, endorsements and insurer(s) issuing the insurance shall be satisfactory to County at its sole and absolute discretion.

The amount of any deductible payable by the insured shall be subject to the prior approval of the County and the County, as a condition of its approval, may require such proof of the adequacy of Provider's financial resources as it may see fit.

D.6.6 Prior to Provider rendering services provided by this Agreement, and immediately upon acquiring additional insurance, Provider shall deliver a certificate of insurance describing the insurance coverages and endorsements to:

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

Upon County's request, Provider shall deliver certified copies of any insurance policy to County.

D.6.7 Provider shall not render any services under the terms and conditions of this Agreement unless each type of insurance coverage and endorsements is in effect and Provider has delivered the certificate(s) of insurance to County as previously described. If Provider shall fail to procure and maintain said insurance, County may; but shall not be required to, procure and maintain the same, and the premiums of such insurance shall be paid by Provider to County on demand. The policies of insurance provided herein which are to be provided by Provider shall be for a period of not less than one year, it being understood and agreed that twenty (20) days prior to the expiration of any policy of insurance, Provider will deliver to County a renewal or new policy to take the place of the expiring policy.

D.6.8 County shall have the right to request such further coverages and/or endorsements on the insurance as County deems necessary, at Provider's expense. The amounts, insurance policy forms, endorsements and insurer(s) issuing the insurance shall be satisfactory to County in its sole and absolute discretion.

D.6.9 Any sub-Provider(s), independent Provider(s) or any type of agent(s) performing or hired to perform any term or condition of this Agreement on behalf of Provider, as may be allowed by this Agreement (hereinafter referred to as the "SECONDARY PARTIES"), shall comply with each term and condition of this section D.5 entitled "INSURANCE". Furthermore, Provider shall be responsible for the SECONDARY PARTIES' acts and satisfactory performance of the terms and conditions of this Agreement.

D.7 INDEMNITY. Provider shall defend, indemnify, and hold harmless County, its elected and appointed councils, boards, commissions, officers, agents, and employees from any liability, including attorneys' fees, for damage or claims for damage for any economic loss or personal injury, including death, as well as for property damage, which may arise from the intentional or negligent acts or omissions of Provider in the

performance of services rendered under this Agreement by Provider, or any of Provider's officers, agents, employees, Providers, sub-Providers, or volunteers.

D.8 PROVIDER NOT AGENT. Except as County may specify in writing, Provider shall have no authority, express or implied, to act on behalf of County in any capacity whatsoever as an agent Provider shall have no authority, express or implied, pursuant to this Agreement to bind County to any obligation whatsoever.

D.9 ASSIGNMENT PROHIBITED. Provider may not assign any right or obligation pursuant to this Agreement. Any attempted or purported assignment of any right or obligation pursuant to this Agreement shall be void and of no legal effect.

D.10 PERSONNEL. Provider shall assign only competent personnel to perform services pursuant to this Agreement. In the event that County, in its sole discretion at any time during the term of this Agreement, desires the removal of any person or persons assigned by Provider to perform services pursuant to this Agreement, Provider shall remove any such person immediately upon receiving notice from County of its desire for removal of such person or persons.

D.11 STANDARD OF PERFORMANCE. Provider shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which Provider is engaged. All products of whatsoever nature which Provider delivers to County pursuant to this Agreement shall be prepared in a first class and workmanlike manner and shall conform to the standards of quality normally observed by a person practicing in Provider's profession.

D.12 POSSESSORY INTEREST. The parties to this Agreement recognize that certain rights to property may create a "possessory interest", as those words are used in the *California Revenue and Taxation Code* (107). For all purposes of compliance by County with Section 107.6 of the *California Revenue and Taxation Code,* this recital shall be deemed full compliance by the County. All questions of initial determination of possessory interest and valuation of such interest, if any, shall be the responsibility of the County Assessor and the contracting parties hereto. A taxable possessory interest may be created by this, if created, and the party in whom such an interest is vested will be subject to the payment of property taxes levied on such an interest.

D.13 TAXES. Provider hereby grants to the County the authority to deduct from any payments to Provider any County imposed taxes, fines, penalties and related charges which are delinquent at time such payments under this Agreement are due to Provider.

D.14 TERMINATION. County shall have the right to terminate this Agreement at any time by giving thirty (30) days notice in writing of such termination to Provider. In the event County gives notice of termination, Provider shall immediately cease rendering service upon receipt of such written notice and the following shall apply:

D.14.1 Provider shall deliver to County copies of all writings prepared by it pursuant to this Agreement. The term "writings" shall be construed to mean and include: handwriting, typewriting, printing, photostatting, photographing computer storage medium (tapes, disks, diskettes, etc.) and every other

means of recording upon any tangible thing, and form of communication or representation, including letters, pictures, sounds, or symbols, or combinations thereof.

D.14.2 County shall pay Provider the reasonable value of services rendered by Provider to the date of termination pursuant to this Agreement not to exceed the amount documented by the Provider and approved by County as work accomplished to date. Further provided, however, County shall not in any manner be liable for lost profits which might have been made by Provider had Provider completed the services required by this Agreement. In this regard, Provider shall furnish to County such financial information as, in the judgment of the County, is necessary to determine the reasonable value of the services rendered by Provider. In the event of a dispute as to the reasonable value of the services rendered by Provider, the decision of County shall be final. The foregoing is cumulative and does not affect any right or remedy which County may have in law or equity.

D.14.3 Provider may terminate its services under this Agreement upon thirty (30) working days written notice to the County, without liability for damages, if Provider is not compensated according to the provisions of the Agreement or upon any other material breach of the Agreement by County, provided that Provider has first provided County with a written notice of any alleged breach, specifying the nature of the alleged breach and providing not less than ten (10) working days within which the County may cure the alleged breach.

D.15 OWNERSHIP OF INFORMATION. All professional and technical information developed under this Agreement and all work sheets, reports, and related data shall become and/or remain the property of County, and Provider agrees to deliver reproducible copies of such documents to County on completion of the services hereunder. The County agrees to indemnify and hold Provider harmless from any claim arising out of reuse of the information for other than this project.

D.16 WAIVER. The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

D.17 COMPLETENESS OF INSTRUMENT. This Agreement, together with its specific references and attachments, constitutes all of the agreements, understandings, representations, conditions, warranties and covenants made by and between the parties hereto. Unless set forth herein, neither party shall be liable for any representations made, express or implied.

D.18 SUPERSEDES PRIOR AGREEMENTS. It is the intention of the parties hereto that this Agreement shall supersede any prior agreements, discussions, commitments, representations, or agreements, written or oral, between the parties hereto.

D.19 ATTORNEY'S FEES. If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret provisions of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which such party may be entitled.

D.20 MINOR AUDITOR REVISION. In the event the Plumas County Auditor's Office finds a mathematical discrepancy between the terms of the agreement and actual invoices or payments, provided that such discrepancy does not exceed one percent (1%) of the Agreement amount, the Auditor's Office may make the adjustment in any payment or payments without requiring an amendment to the Agreement to provide for such adjustment. Should the County or the Provider disagree with such adjustment, they reserve the right to contest such adjustment and/or to request corrective amendment.

D.21 CAPTIONS. The captions of this Agreement are for convenience in reference only and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

D.22 DEFINITIONS. Unless otherwise provided in this Agreement, or unless the context otherwise requires, the following definitions and rules of construction shall apply herein.

D.22.1 Number and Gender. In this Agreement, the neuter gender includes the feminine and masculine, the singular includes the plural, and the word "person" includes corporations, partnerships, firms or associations, wherever the context so requires.

D.22.2 Mandatory and Permissive. "Shall" and "will" and "agrees" are mandatory. "May" is permissive.

D.23 TERM INCLUDES EXTENSIONS. All references to the term of this Agreement or the Agreement Term shall include any extensions of such term.

D.24 SUCCESSORS AND ASSIGNS. All representations, covenants and warranties specifically set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

D.25 MODIFICATION. No modification or waiver of any provisions of this Agreement or its attachments shall be effective unless such waiver or modification shall be in writing, signed by all parties, and then shall be effective only for the period and on the condition, and for the specific instance for which given.

D.26 COUNTERPARTS. This Agreement may be executed simultaneously and in several counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

D.27 OTHER DOCUMENTS. The parties agree that they shall cooperate in good faith to accomplish the object of this Agreement and, to that end, agree to execute and deliver such other and further instruments and documents as may be necessary and convenient to the fulfillment of these purposes.

D.28 PARTIAL INVALIDITY. If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provision and/or provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

D.29 VENUE. It is agreed by the parties hereto that unless otherwise expressly waived by them, any action brought to enforce any of the provisions hereof or for declaratory relief hereunder shall be filed and remain in a court of competent jurisdiction in the County of Plumas, State of California.

D.30 CONTROLLING LAW. The validity, interpretation and performance of this Agreement shall be controlled by and construed under the laws of the State of California.

D.31 CALIFORNIA TORT CLAIMS ACT. Notwithstanding any term or condition of this Agreement, the provisions, and related provisions, of the California Tort Claims Act, division 3.6 of the Government Code, are not waived by County and shall apply to any claim against County arising out of any acts or conduct under the terms and conditions of this Agreement.

D.32 TIME IS OF THE ESSENCE. Time is of the essence of this Agreement and each covenant and term herein.

D.33 AUTHORITY. All parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, estates or firms represented or purported to be represented by such entity(s), person(s), estate(s) or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement are in full compliance. Further, by entering into this Agreement, neither party hereto shall have breached the terms nor conditions of any contract or agreement to which such party is obligated, which such breach would have a material effect hereon.

D.34 CORPORATE AUTHORITY. If Provider is a corporation or public agency, each individual executing this Agreement on behalf of said corporation or public agency represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of said corporation, in accordance with a duly adopted resolution of the Board of Directors of said corporation or in accordance with the bylaws of said corporation or Board of Commission of said public agency, and that this Agreement is binding upon said corporation or public entity in accordance with its terms. If Provider is a corporation, Provider shall, within thirty (30) days after execution of this Agreement, deliver to County a certified copy of a resolution of the Board of Directors of said corporation authorizing or ratifying the execution of this Agreement.

D.35 CONFLICT OF INTEREST.

D.35.1 Legal Compliance. Provider agrees at all times in performance of this agreement to comply with the law of the State of California regarding conflicts of interest, including, but not limited to, Article 4 of Chapter 1, Division 4, Title 1 of the California Government Code, commencing with Section 1090 and Chapter 7 of Title 9 of said Code, commencing with Section 87100, including regulations promulgated by the California Fair Political Practices Commission.

D.35.2 Advisement. Provider agrees that if any facts come to its attention which raises any questions as to the applicability of this law, it will immediately inform the County designated representative and provide all information needed for resolution of the questions.

D.35.3 Admonition. Without limitation of the covenants in subparagraphs D.34.1 AND D.24.2, Provider is admonished hereby as follows:

The statues, regulations and laws referenced in this provision D.34 include, but are not limited to, a prohibition against any public officer, including Provider for this purpose, from making any decision on behalf of County in which such officer has a direct or indirect financial interest. A violation occurs if the public officer influences or participates in any County decision which has the potential to confer any pecuniary benefit on Provider or any business firm in which Provider has an interest of any type, with certain narrow exceptions.

D.36 NONDISCRIMINATION. During the performance of the agreement, Provider shall not unlawfully discriminate against any employee of the Provider or of the County or applicant for employment or for services or any member of the public because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age or sex. Provider shall ensure that in the provision of services under this Agreement, its employees and applicants for employment and any member of the public are free from such discrimination. Provider shall comply with the provisions of the Fair Employment and Housing Act (Government Code Section 12900 et seq.). The applicable regulations of the Fair Employment Housing Commission implementing Government Code Section 12900, set forth in Chapter 5, Division 4 of Title 2 of the California Administrative Code are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Provider shall also abide by the Federal Civil Rights Act of 1964 and all amendments thereto, and all administrative rules and regulations issued pursuant to said Act, Provider shall give written notice of its obligations under this clause to any labor agreement. Provider shall include the non-discrimination and compliance provision of this paragraph in all subcontracts to perform work under this agreement.

D.37 JOINT AND SEVERAL LIABILITY. If any party consists of more than one person or entity, the liability of each person or entity signing this Agreement shall be joint and several.

D.38 TAXPAYER I.D. NUMBER. The County shall not disburse any payments to Provider pursuant to this Agreement until Provider supplies the latter's Taxpayer I.D. Number or Social Security Number (as required on the line under Provider's signature on page 2 of this Agreement).

D.39 NOTICES. All notices and demands of any kind which either party may require or desire to serve on the other in connection with this Agreement must be served in writing either by personal service or by registered or certified mail, return receipt requested, and shall be deposited in the United States Mail, with postage thereon fully prepaid, and addressed to the party so to be served as follows:

If to "County":

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

If to "Provider":

Tim Wilkinson
Environmental Alternatives
PO Box 3940
Quincy, CA 95971

END OF ATTACHMENT D

ATTACHMENT E
AGREEMENT BETWEEN
PLUMAS COUNTY DEPARTMENT OF SOCIAL SERVICES
AND ENVIRONMENTAL ALTERNATIVES
BUSINESS ASSOCIATE AGREEMENT

THIS AGREEMENT is made effective July 1, 2023 by and between PLUMAS COUNTY, a political subdivision of the State of California, hereinafter referred to as "Covered Entity", ENVIRONMENTAL ALTERNATIVES, hereinafter referred to as "Business Associate", (individually, a "Party" and collectively, the "Parties").

RECITALS: This Agreement is made with reference to the following facts:

A. Sections 261 through 264 of the federal Health Insurance Portability and Accountability Act of 1966, Public Law 104.191, known as "the Administrative Simplification provisions," direct the Department of Health and Social Services to develop standards to protect the security, confidentiality and integrity of health information; and

B. Pursuant to the Administrative Simplification provisions, the Secretary of Health and Social Services has issued regulations modifying 45 CFR Parts 160 and 164 (the "HIPAA Privacy Rule"); and

C. The Parties wish to enter into or have entered into an arrangement whereby Business Associate will provide certain services to Covered Entity, and, pursuant to such arrangement, Business Associate may be considered a "business associate" of covered Entity as defined in the HIPAA Privacy Rule (the agreement evidencing such arrangement is entitled "Agreement Between Plumas County and ENVIRONMENTAL ALTERNATIVES dated," JULY 1, 2023 and is here referred to as the "Arrangement Agreement"); and

D. Business Associate may have access to Protected Health Information (as defined below) in fulfilling its responsibilities under such arrangement.

In consideration of the Parties' continuing obligations under the Arrangement Agreement, compliance with the HIPAA Privacy Rule, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree to the provisions of this Agreement in order to address the requirements of the HIPAA Privacy Rule and to protect the interests of both Parties.

1. Definitions: Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms are defined in 45 Code of Federal Regulations sections 160.103 and 164.501. (All regulatory references in this Agreement are to Title 45 of the Code of Federal Regulations unless otherwise specified.)

1.1 Business Associate. Business Associate shall mean ENVIRONMENTAL ALTERNATIVES.

1.2 Covered Entity. Covered Entity shall mean that part of the County of Plumas designated as the hybrid entity within the County of Plumas subject to the Standards for Privacy of Individually Identifiable Health Information set forth in 45 Code of Federal Regulations Part 160 and Part 164, Subparts A and B (County).

1.3 Designated Record Set. Designated Record Set shall have the same meaning as the term designated record set in Section 164.501.

1.4 Individual. Individual shall have the same meaning as the term individual in Section 164.501 and shall include a person who qualifies as a personal representative in accordance with Section 164.502(g).

1.5 Privacy Rule. Privacy Rule shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 Code of Federal Regulations Part 160 and Part 164, Subparts A and B.

1.6 Protected Health Information. Protected Health Information shall have the same meaning as the term protected health information in Section 164.501 and is limited to the information created or received by Business Associate from or on behalf of Covered Entity.

1.7 Required By Law. Required by law shall have the same meaning as the term required by law in Section 164.501.

1.8 Secretary. Secretary shall mean the Secretary of the United States Department of Health and Social Services or his or her designee.

2. Obligations and Activities of Business Associate:

2.1 Business Associate agrees to provide National Provider identification (NPI) number to Covered Entity for billing of services provided.

2.2 Business Associate agrees to not use or further disclose Protected Health Information other than as permitted or required by the Agreement or as Required by Law.

2.3 Business Associate agrees to use appropriate safeguards to prevent the use or disclosure of the Protected Health Information other than as provided for by this Agreement.

2.4 Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Agreement.

2.5 Business Associate agrees to report to Covered Entity any use or disclosure of the Protected Health Information not provided for by this Agreement.

2.6 Business Associate agrees to ensure that any agent, including a sub-Provider, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity, agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.

2.7 Business Associate agrees to provide access, at the request of Covered Entity, and in the time and manner designated by Covered Entity, to Protected Health Information in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under Section 164.524.

2.8 Business Associate agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that the Covered Entity directs or agrees to make pursuant to Section 164.526 at the request of Covered Entity or an Individual, and in the time and manner designated by Covered Entity.

2.9 Business Associate agrees to make internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity available to the Covered Entity, or at the request of the Covered Entity to the Secretary, in a time and manner designated by the Covered Entity or the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.

2.10 Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with Section 164.528.

2.11 Business Associate agrees to provide to Covered Entity or an individual, in the time and manner designated by Covered Entity, information collected in accordance with Section 2.9 of this Agreement, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with Section 164.528.

3. **Permitted Uses and Disclosures by Business Associate:** Except as otherwise limited in this Agreement, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity as specified the Arrangement Agreement provided that such use of disclosure would not violate the Privacy Rule if done by Covered Entity.

4. **Obligations of Covered Entity:** Covered Entity shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information that Covered Entity has agreed to in accordance with Section 164.522.

5. **Permissible Requests by Covered Entity:** Covered Entity shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by Covered Entity.

6. **Term and Termination:**

6.1 Term. The Term of this Agreement shall be effective as of effective date of the Arrangement Agreement and shall terminate when all of the Protected Health Information provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy Protected Health Information, protections are extended to such information, in accordance with the termination provisions in this Section.

6.2 Termination for Cause. Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall provide an opportunity for Business Associate to cure the breach or end the violation and terminate this Agreement and the Arrangement if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity, or immediately terminate this Agreement and the Arrangement Agreement if Business Associate has breached a material term of this Agreement and cure is not possible.

6.3 Effect of Termination.

6.3.1 Except as provided in paragraph 6.3.2 of this section, upon termination of this Agreement, for any reason, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of sub-Providers or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.

6.3.2 In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties that return or destruction of Protected Health Information is infeasible, Business Associate shall extend the protections of this Agreement to such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

7. Miscellaneous:

7.1 Regulatory References. A reference in this Agreement to a section in the Privacy Rule means the section as in effect or as amended, and for which compliance is required.

7.2 Amendment. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act, Public Law 104.191.

7.3 Survival. The respective rights and obligations of Business Associate under Section 6.3 of this Agreement shall survive the termination of this Agreement.

7.4 Interpretation. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits Covered Entity to comply with the Privacy Rule.

END OF ATTACHMENT E

PLUMAS COUNTY
SOCIAL SERVICES DEPARTMENT
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Neal Caiazzo, Director of Social Services**
MEETING DATE:	**June 6, 2023**
SUBJECT:	**Approve and authorize the Chair to sign an Agreement between the Department of Social Services and Plumas Rural Services for Nurturing Parenting classes offered to parents of children who are in the Child Welfare system for FY 2023-2024; not to exceed $17,200.00 (no general fund impact); approved as to form by County Counsel.**

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

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

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

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

Action:

Approve and authorize the Board Chair to sign an agreement between the Department of Social Services and Plumas Rural Services for Nurturing Parenting classes offered to parents of children who are in the Child Welfare system for FY 2023-2024; not to exceed $17,200.00 (no general fund impact); approved as to form by County Counsel.

Fiscal Impact:

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

Attachments:
1. 23-24-302 FINAL PRS Nurturing Parenting Classes

Services Agreement

This Agreement is made by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its Department of Social Services and Public Guardian (hereinafter referred to as "County"), and PLUMAS RURAL SERVICES, (PRS), a California Corporation hereinafter referred to as "Contractor" or "PRS".

The parties agree as follows:

1. Scope of Work. Contractor shall provide the County with services for Nurturing Parenting Classes throughout Plumas County as set forth in Exhibit A, attached hereto.

2. Compensation. County shall pay Contractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed $17,200.00 (SEVENTEEN THOUSAND TWO HUNDRED DOLLARS).

3. Term. The term of this Agreement commences July 1, 2023 and shall remain in effect through June 30, 2024, unless terminated earlier pursuant to this Agreement.

4. Termination. Either party may terminate this Agreement by giving thirty (30) days written notice to the other party.

5. Non-Appropriation of Funds. It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, the County shall have no liability to pay any further funds whatsoever to Contractor or furnish any other consideration under this Agreement and Contractor shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either cancel this Agreement with no further liability incurring to the County, or offer an amendment to Contractor to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution. Contractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.

6. Warranty and Legal Compliance. The services provided under this Agreement are non-exclusive and shall be completed promptly and competently. Contractor shall guarantee all parts and labor for a period of one year following the expiration of the term of this Agreement unless otherwise specified in Exhibit A. Contractor agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.

7. Amendment. This Agreement may be amended at any time by mutual agreement of the parties, expressed in writing and duly executed by both parties. No alteration of the terms of this

Agreement shall be valid or binding upon either party unless made in writing and duly executed by both parties.

8. Indemnification. To the furthest extent permitted by law (including without limitation California Civil Code Sections 2782 and 2782.8, if applicable), County shall not be liable for, and Contractor shall defend and indemnify County and its officers, agents, employees, and volunteers (collectively "County Parties"), against any and all claims deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics; liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorney's fees and court costs (hereinafter collectively referred to as "Claims"), which arise out of or are in any way connected to the work covered by this Agreement arising either directly or indirectly from any act, error, omission or negligence of Contractor or its officers, employees, agents, contractors, licensees or servants, including, without limitation, Claims caused by the concurrent negligent act, error or omission, whether active or passive of County Parties. Contractor shall have no obligation, however, to defend or indemnify County Parties from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of County Parties. The obligations of this indemnity shall be for the full amount of all damage to County, including defense costs, and shall not be limited by any insurance limits.

9. Insurance. Contractor agrees to maintain the following insurance coverage throughout the term of this Agreement:

a. Commercial general liability (and professional liability, if applicable to the services provided) coverage, with minimum per occurrence limit of the greater of (i) the limit available on the policy, or (ii) one million dollars ($1,000,000).

b. Automobile liability coverage (including non-owned automobiles), with minimum bodily injury limit of the greater of (i) the limit available on the policy, or (ii) two-hundred fifty thousand dollars ($250,000) per person and five hundred thousand dollars ($500,000) per accident, as well as a minimum property damage limit of the greater of (i) the limit available on the policy, or (ii) fifty thousand dollars ($50,000) per accident.

c. Each policy of commercial general liability (and professional liability, if applicable to the services provided) coverage and automobile liability coverage (including non-owned automobiles) shall meet the following requirements:

i. Each policy shall be endorsed to name the County, its officers, officials, employees, representatives and agents (collectively, for the purpose of this section 9, the “County”) as additional insureds. The Additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13; and

ii. All coverage available under such policy to Contractor, as the named insured, shall also be available and applicable to the County, as the additional insured; and

iii. All of Contractor's available insurance proceeds in excess of the specified minimum limits shall be available to satisfy any and all claims of the County, including defense costs and damages; and

iv. Any insurance limitations are independent of and shall not limit the indemnification terms of this Agreement; and

v. Contractor's policy shall be primary insurance as respects the County, its officers, officials, employees, representatives and agents, and any insurance or self-insurance maintained by the County, its officers, officials, employees, representatives and agents shall be in excess of the Contractor's insurance and shall not contribute with it, and such policy shall contain any endorsements necessary to effectuate this provision. The primary and non-contributory endorsement shall be at least as broad as ISO Form 20 01 04 13; and

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

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

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

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

11. Relationship of Parties. It is understood that Contractor is not acting hereunder as an employee of the County, but solely as an independent contractor. Contractor, by virtue of this Agreement, has no authority to bind, or incur any obligation on behalf of, County. Except as expressly provided in this Agreement, Contractor has no authority or responsibility to exercise any rights

or power vested in County. It is understood by both Contractor and County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or joint venture.

12. Assignment. Contractor may not assign, subcontract, sublet, or transfer its interest in this Agreement without the prior written consent of the County.

13. Non-discrimination. Contractor agrees not to discriminate in the provision of service under this Agreement on the basis of race, color, religion, marital status, national origin, ancestry, sex, sexual orientation, physical or mental handicap, age, or medical condition.

14. Choice of Law. The laws of the State of California shall govern this Agreement.

15. Interpretation. This Agreement is the result of the joint efforts of both parties and their attorneys. The agreement and each of its provisions will be interpreted fairly, simply, and not strictly for or against either party.

16. Integration. This Agreement constitutes the entire understanding between the parties respecting the subject matter contained herein and supersedes any and all prior oral or written agreements regarding such subject matter.

17. Severability. The invalidity of any provision of this Agreement, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.

18. Headings. The headings and captions contained in this Agreement are for convenience only, and shall be of no force or effect in construing and interpreting the provisions of this Agreement.

19. Waiver of Rights. No delay or failure of either party in exercising any right, and no partial or single exercise of any right, shall be deemed to constitute a waiver of that right or any other right.

20. Conflict of Interest. The parties to this Agreement have read and are aware of the provisions of Government Code section 1090 *et seq*. and section 87100 *et seq*. relating to conflicts of interest of public officers and employees. Contractor represents that it is unaware of any financial or economic interest of any public officer or employee of County relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement and is later discovered by the County, the County may immediately terminate this Agreement by giving written notice to Contractor.

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

County:

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

Contractor:

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

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

23. Contract Execution. Each individual executing this Agreement on behalf of Contractor represents that he or she is fully authorized to execute and deliver this Agreement.

24. 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.

25. 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.

26. 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.

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.

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

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

CONTRACTOR:

Plumas Rural Services, a California Corporation

By: _____
Name: Michele Piller
Title: Executive Director
Date signed: _____

By: _____
Name: Debbie Shirk
Title: Fiscal Officer
Date signed: _____

COUNTY:

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

By: _____
Dwight Ceresola, Chair
Board of Supervisors
Date signed: _____

ATTEST:

By: _____
Heidi White
Clerk of the Board of Supervisors

Approved as to form:

Joshua Brechtel
Deputy County Counsel

5/17/2023

EXHIBIT A

SCOPE OF WORK

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

The Consultant must:

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

REPORTING REQUIREMENTS

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

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

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

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

EXHIBIT B

Nurturing Parenting Classes Countywide

Fees are as follows: **Fee per each Participant for 8 week Class:**	**$225.00**
TOTAL EXPENSES, per this Agreement, not to exceed:	**$17,200.00**

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

PLUMAS COUNTY
SOCIAL SERVICES DEPARTMENT
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Neal Caiazzo, Director of Social Services**
MEETING DATE:	**June 6, 2023**
SUBJECT:	**Approve and authorize the Chair to sign an Agreement between the Department of Social Services and Plumas Rural Services for Nurturing Parent In-Home classes offered to parents of children who are in the Child Welfare system for FY 2023-2024; not to exceed $56.000.00 (no general fund impact); approved as to form by County Counsel.**

Recommendation:
APPROVE A CONTRACT BETWEEN THE DEPARTMENT OF SOCIAL SERVICES AND PLUMAS RURAL SERVICES FOR PROVIDING NURTURING PARENT IN-HOME CLASSES

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

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

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

Action:

Approve and authorize the Board Chair to sign an agreement between the Department of Social Services and Plumas Rural Services for Nurturing Parent In-Home classes offered to parents of children who are in the Child Welfare system for FY 2023-2024; not to exceed $56.000.00 (no general fund impact); approved as to form by County Counsel.

Fiscal Impact:

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

Attachments:
1. 23-24-303 FINAL PRS Nurturing Parent In-Home Classes

Services Agreement

This Agreement is made by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its Department of Social Services (hereinafter referred to as "County" or "DSS"), and Plumas Rural Services (PRS), a California Corporation hereinafter referred to as "Contractor" or "PRS".

The parties agree as follows:

1. Scope of Work. Contractor shall provide the County with services for Nurturing Parent In-Home Classes as set forth in Exhibit A, attached hereto.

2. Compensation. County shall pay Contractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed FIFTY-SIX THOUSAND DOLLARS ($56,000.00).

3. Term. The term of this Agreement shall be from July 1, 2023 through June 30, 2024, unless terminated earlier as provided herein.

4. Termination. Either party may terminate this Agreement by giving thirty (30) days written notice to the other party.

5. Non-Appropriation of Funds. It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, the County shall have no liability to pay any further funds whatsoever to Contractor or furnish any other consideration under this Agreement and Contractor shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either cancel this Agreement with no further liability incurring to the County, or offer an amendment to Contractor to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution. Contractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.

6. Warranty and Legal Compliance. The services provided under this Agreement are non-exclusive and shall be completed promptly and competently. Contractor agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.

7. Amendment. This Agreement may be amended at any time by mutual agreement of the parties, expressed in writing and duly executed by both parties. No alteration of the terms of this Agreement shall be valid or binding upon either party unless made in writing and duly executed by both parties.

8. Indemnification. To the furthest extent permitted by law (including without limitation California Civil Code Sections 2782 and 2782.8, if applicable), County shall not be liable for, and

Contractor shall defend and indemnify County and its officers, agents, employees, and volunteers (collectively "County Parties"), against any and all claims deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics; liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorney's fees and court costs (hereinafter collectively referred to as "Claims"), which arise out of or are in any way connected to the work covered by this Agreement arising either directly or indirectly from any act, error, omission or negligence of Contractor or its officers, employees, agents, contractors, licensees or servants, including, without limitation, Claims caused by the concurrent negligent act, error or omission, whether active or passive of County Parties. Contractor shall have no obligation, however, to defend or indemnify County Parties from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of County Parties. The obligations of this indemnity shall be for the full amount of all damage to County, including defense costs, and shall not be limited by any insurance limits.

9. Insurance. Contractor agrees to maintain the following insurance coverage throughout the term of this Agreement:

a. Commercial general liability (and professional liability, if applicable to the services provided) coverage, with minimum per occurrence limit of the greater of (i) the limit available on the policy, or (ii) one million dollars ($1,000,000).

b. Automobile liability coverage (including non-owned automobiles), with minimum bodily injury limit of the greater of (i) the limit available on the policy, or (ii) two-hundred fifty thousand dollars ($250,000) per person and five hundred thousand dollars ($500,000) per accident, as well as a minimum property damage limit of the greater of (i) the limit available on the policy, or (ii) fifty thousand dollars ($50,000) per accident.

c. Each policy of commercial general liability (and professional liability, if applicable to the services provided) coverage and automobile liability coverage (including non-owned automobiles) shall meet the following requirements:

i. Each policy shall be endorsed to name the County, its officers, officials, employees, representatives and agents (collectively, for the purpose of this section 9, the “County”) as additional insureds. The Additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13; and

ii. All coverage available under such policy to Contractor, as the named insured, shall also be available and applicable to the County, as the additional insured; and

iii. All of Contractor’s available insurance proceeds in excess of the specified minimum limits shall be available to satisfy any and all claims of the County, including defense costs and damages; and

iv. Any insurance limitations are independent of and shall not limit the indemnification terms of this Agreement; and

v. Contractor’s policy shall be primary insurance as respects the County, its officers, officials, employees, representatives and agents, and any insurance or self-

insurance maintained by the County, its officers, officials, employees, representatives and agents shall be in excess of the Contractor's insurance and shall not contribute with it, and such policy shall contain any endorsements necessary to effectuate this provision. The primary and non-contributory endorsement shall be at least as broad as ISO Form 20 01 04 13; and

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

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

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

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

11. Relationship of Parties. It is understood that Contractor is not acting hereunder as an employee of the County, but solely as an independent contractor. Contractor, by virtue of this Agreement, has no authority to bind, or incur any obligation on behalf of, County. Except as expressly provided in this Agreement, Contractor has no authority or responsibility to exercise any rights or power vested in County. It is understood by both Contractor and County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or joint venture.

12. Assignment. Contractor may not assign, subcontract, sublet, or transfer its interest in this Agreement without the prior written consent of the County.

13. Non-discrimination. Contractor agrees not to discriminate in the provision of service under this Agreement on the basis of race, color, religion, marital status, national origin, ancestry, sex, sexual orientation, physical or mental handicap, age, or medical condition.

14. Choice of Law. The laws of the State of California shall govern this Agreement.

15. Interpretation. This Agreement is the result of the joint efforts of both parties and their attorneys. The agreement and each of its provisions will be interpreted fairly, simply, and not strictly for or against either party.

16. Integration. This Agreement constitutes the entire understanding between the parties respecting the subject matter contained herein and supersedes any and all prior oral or written agreements regarding such subject matter.

17. Severability. The invalidity of any provision of this Agreement, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.

18. Headings. The headings and captions contained in this Agreement are for convenience only, and shall be of no force or effect in construing and interpreting the provisions of this Agreement.

19. Waiver of Rights. No delay or failure of either party in exercising any right, and no partial or single exercise of any right, shall be deemed to constitute a waiver of that right or any other right.

20. Conflict of Interest. The parties to this Agreement have read and are aware of the provisions of Government Code section 1090 *et seq*. and section 87100 *et seq*. relating to conflicts of interest of public officers and employees. Contractor represents that it is unaware of any financial or economic interest of any public officer or employee of County relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement and is later discovered by the County, the County may immediately terminate this Agreement by giving written notice to Contractor.

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

County:

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

Contractor:

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

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

23. Contract Execution. Each individual executing this Agreement on behalf of Contractor represents that he or she is fully authorized to execute and deliver this Agreement.

24. 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.

25. 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.

26. 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.

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.

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

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

CONTRACTOR:

Plumas Rural Services, a California Corporation

By:_____
Name: Michele Piller
Title: Executive Director
Date signed:_____

By:_____
Name: Debbie Shirk
Title: Fiscal Officer
Date signed: _____

COUNTY:

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

By:_____
Dwight Ceresola, Chair
Board of Supervisors
Date signed:_____

ATTEST:

By:_____
Heidi White
Clerk of the Board of Supervisors

Approved as to form:

_____ 5/17/2023
Joshua Brechtel
Deputy County Counsel

EXHIBIT A

SCOPE OF WORK

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

The Contractor must:

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

REPORTING REQUIREMENTS

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

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

EXHIBIT B

PLUMAS RURAL SERVICES

Nurturing Parent In-Home Classes

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

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

PLUMAS COUNTY
PUBLIC WORKS DEPARTMENT
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**John Mannle, Director of Public Works**
MEETING DATE:	**June 6, 2023**
SUBJECT:	**Approve and authorize the Director of Public Works/Road Department to recruit and fill, funded and allocated; 1.0 FTE Road Maintenance Worker I/II position in the Beckwourth Maintenance District.**

Recommendation:

The Director of Public Works respectfully recommends that the Board of Supervisors authorize the Department to fill the vacancy of one (1) FTE Road Maintenance Worker I/II in the Beckwourth Maintenance District.

Background and Discussion:

One (1) FTE Road Maintenance Worker has resigned from the Beckwourth Maintenance District effective April 20, 2023.

The Department is requesting to fill this position.

This position is funded and allocated in the proposed FY22/23 budget of the Department of Public Works.

The completed Critical Staffing Questionnaire and Departmental Organizational Chart are attached.

Action:

Authorization for the Public Works/Road Department to fill the vacancy of One (1) FTE Road Maintenance Worker I/II position in the Beckwourth Maintenance District.

Fiscal Impact:

This position is funded and allocated in the proposed FY22/23 budget of the Department of Public Works.

Attachments:

1. Dept Critical Staffing and Org Chart

QUESTIONS FOR STAFFING CRITICAL POSITIONS WHICH ARE CURRENTLY ALLOCATED.

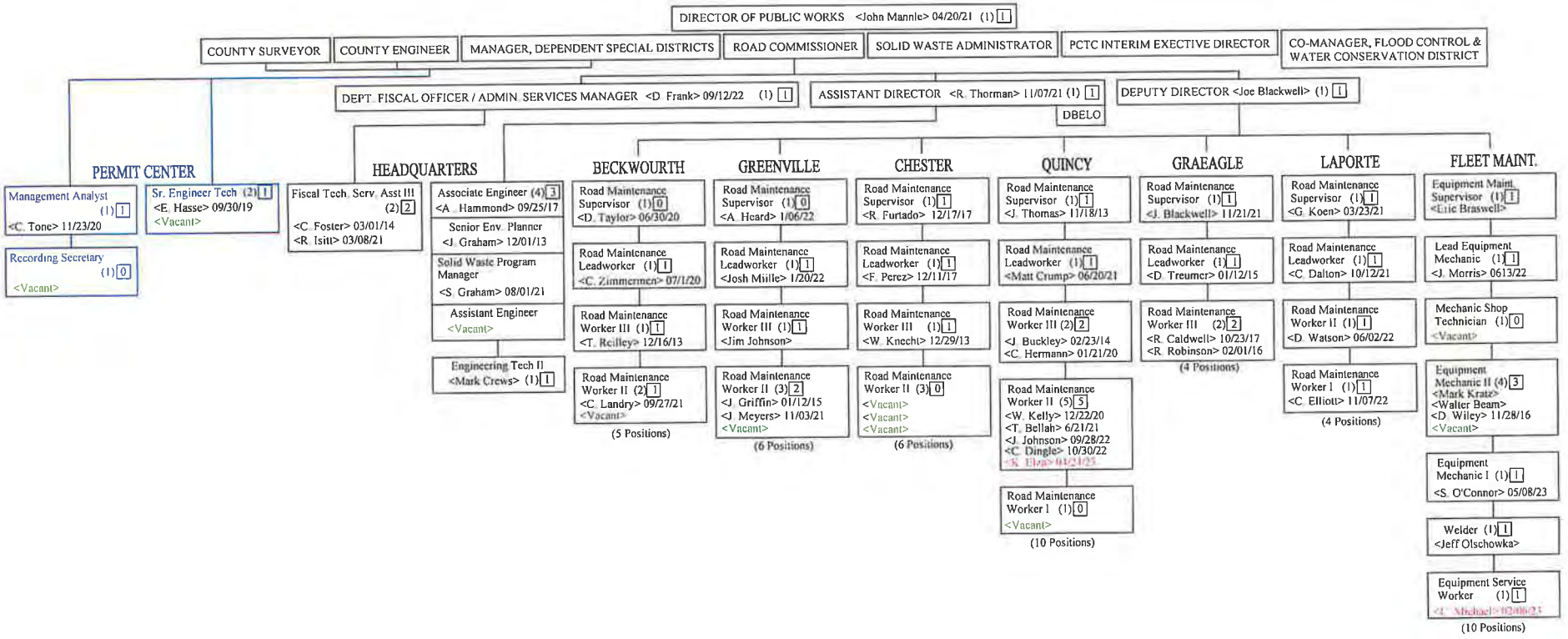
Public Works Road Maintenance Worker I/II

- Is there a legitimate business, statutory or financial justification to fill the position?
  Maintenance Workers are the workforce for maintenance and construction work on county roads and bridges.
- Why is it critical that this position be filled at this time?
  Maintenance Workers are subject to 24 hour "call out" for road related emergencies and snow removal.
- How long has the position been vacant?
  Over one month.
- Can the department use other wages until the next budget cycle?
  The department's wage and benefits portion of the 22/23 budget includes funds for this position.
- What are staffing levels at other counties for similar departments and/or positions?
  No specific research has been performed for this position. Generally speaking, however, past research tasks have identified Plumas County as being consistent with neighboring Counties.
- What core function will be impacted without filling the position prior to July 1? **N/A**
  What negative fiscal impact will the County suffer if the position is not filled prior to July 1? **None**
- 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? **None**
- Does the department expect other financial expenditures which will impact the general fund and are not budgeted such as audit exceptions? **No**
- Does the budget reduction plan anticipate the elimination of any of the requested positions? **No**
- Departments shall provide an estimate of future general fund support for the next two years and how the immediate filling of this position may impact, positively or negatively, the need for general fund support? **None**
- Does the department have a reserve? **Yes** If yes, provide the activity of the department's reserve account for the last three years?

  19/20 $0 20/21 $0 21/22 $0

df 4/24/23

PLUMAS COUNTY DEPARTMENT OF PUBLIC WORKS
ORGANIZATION CHART



Director of Public Works
Revision Date: 05/15/23

PLUMAS COUNTY
PUBLIC WORKS DEPARTMENT
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**John Mannle, Director of Public Works**
MEETING DATE:	**June 6, 2023**
SUBJECT:	**Approve and authorize the Chair to sign Amendment A to Amendment No. 12 of the MGE Engineering, Inc. Professional Services Agreement for "On-call Civil Engineering Services for Transportation Improvement Projects" for the "Snake Lake Road Bridge Replacement Project"; not to exceed $11,173.54; approved as to form by County Counsel.**

Recommendation:

The Director of Public Works respectfully recommends that the Board of Supervisors authorize the Chair of the Board of Supervisors to execute Amendment A to Amendment No. 12 to the MGE Engineering, Inc. Professional Services Agreement for "On-call Civil Engineering Services for Transportation Improvement Projects" for the "Snake Lake Road Bridge Replacement Project" in an amount not to exceed $11,173.54.

Background and Discussion:

Project Background:

Plumas County (County) is proposing to replace the Snake Lake Bridge (No. 9C-0148) across Spanish Creek in Plumas County, California. Caltrans has classified the bridge as Structurally Deficient (SD) with a Sufficiency Rating of 57.5 out of a possible 100. The bridge meets Caltrans requirements that the structure be able to withstand normal flows, but flow velocities in Spanish Creek during high-flow periods are resulting in contraction scour at the bridge abutments. The existing bridge will be replaced by a wider and stronger single-span bridge with a cast-in-place concrete deck built on pre-cast concrete girders. The new bridge will provide 28 feet of clear roadway width across two lanes and have standard California ST-30 open steel barriers. Excavated floodplain terraces under the new bridge would reduce stream velocity through the bridge opening during periods of high flow in the creek. Project construction is anticipated to commence in the spring of 2024.

The project is federally funded through the Federal Highway Bridge Program, which is administered by the California Department of Transportation (Caltrans).

The attached MGE Engineering, Inc. Amendment A to Amendment No. 12 to the Professional Service Agreement has been approved as to form by the County Counsel's Office.

Scope of Work

The Scope of Work includes additional work in updating the Clean Water Act Section 404 Permit, the 401 Water Quality Certification for the project to meet the conditions set by the ITP permit from the California Department of Fish & Wildlife.

Action:

Authorize Execution of Amendment A to Amendment No. 12 to the MGE Engineering, Inc. Professional Services Agreement for "On-call Civil Engineering Services for Transportation Improvement Projects" for the "Snake Lake Road Bridge Replacement Project" in an amount not to exceed $11,173.54

Fiscal Impact:

N/A

Attachments:

1. Amendment A for MGE Engineering

AMENDMENT A to AMENDMENT NO. 12
to the
PROFESSIONAL SERVICES AGREEMENT

On-Call Civil Engineering Services for
Transportation Improvement Projects
For the
Snake Lake Road Bridge Replacement Project

The December 22, 2020, PROFESSIONAL SERVICES AGREEMENT, by and between the COUNTY OF PLUMAS ("County") and MGE Engineering, Inc., a California Corporation ("Consultant"), County Contract No. P.W.R.D. 21-005, is hereby amended as follows:

Project Background

Plumas County (County) is proposing to replace the Snake Lake Bridge (No. 9C-0148) across Spanish Creek in Plumas County, California. Caltrans has classified the bridge as Structurally Deficient (SD) with a Sufficiency Rating of 57.5 out of a possible 100. The bridge meets Caltrans requirements that the structure be able to withstand normal flows, but flow velocities in Spanish Creek during high-flow periods are resulting in contraction scour at the bridge abutments. The existing bridge will be replaced by a wider and stronger single-span bridge with a cast-in-place concrete deck built on pre-cast concrete girders. The new bridge will provide 28 feet of clear roadway width across two lanes and have standard California ST-30 open steel barriers. Excavated floodplain terraces under the new bridge would reduce stream velocity through the bridge opening during periods of high flow in the creek. Project construction is anticipated to commence in the spring of 2024.

The project is federally funded through the Federal Highway Bridge Program, which is administered by the California Department of Transportation (Caltrans).

Scope of Work

The Scope of Work includes additional work in updating the Clean Water Act Section 404 Permit, the 401 Water Quality Certification for the project to meet the conditions set by the ITP permit from the California Department of Fish & Wildlife.

Compensation

Consultant shall be paid in accordance with the Fee Schedule, included as Exhibit "B" and incorporated herein by reference. The cost of the project is Eleven Thousand, One Hundred Seven-Three Dollars and Fifty-four Cents ($11,173.54).

Consultant shall submit an invoice to County no more frequently than each calendar month, and County shall issue payment to Consultant within thirty (30) days of County's receipt of an undisputed invoice. Each invoice must specify the hours worked, services purchased from sub-consultants, or other expenses incurred consistent with the Scope of Work.

Project Schedule.

The Consultant shall complete the project as set forth in the Scope of Work.

Other Contract Provisions.

All other contract provisions set forth in the December 22, 2020, Professional Services Agreement first referenced above remain unchanged.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment A to Amendment No. 12 to be executed by and through their respective authorized officers, as of the date first above written.

COUNTY OF PLUMAS
A political subdivision of the State of California

_____ Date: _____
Dwight Ceresola, Chair
Board of Supervisors

ATTEST:

_____ Date: _____
Heidi White
Clerk of the Board of Supervisors

CONSULTANT
MGE Engineering, Inc.

_____ Date: _____
Robert E. Sennett, Vice President

_____ Date: _____
Fred Huang, Chief Financial Officer

Approved as to form:

_____ Date: 5/23/2023
Joshua Brechtel
Deputy County Counsel

Taxpayer ID Number – 68-0231292

Attachments: Exhibit A-1 - Scope of Work
Exhibit B-1 – Prime Consultant Fee Schedule
Exhibit B-2 – Subconsultant Fee Schedule

_____Consultants Initials _____ County Initials

EXHIBIT A-1

AECOM
2020 L Street, Suite 300
Sacramento, CA 95811
USA
www.aecom.com

916.414.5800 tel
916.720.0311 fax

April 20, 2023

Robert Sennett, SE
MGE Engineering, Inc.
7415 Greenhaven Drive, Suite 100
Sacramento, CA 95831
Submitted via email to rsennett@mgeeng.com

Subject: Amendment A for Snake Lake Permitting Project Support

Dear Robert:

Enclosed, please find our request for additional funding to support permitting for the Snake Lake Road Bridge Replacement Project. As you know, there have been several revisions to the permit applications, based on the design revisions and initial responses from the permitting agencies. This Amendment includes additional time to support the Clean Water Act Section 404 and 401 applications, meet with agency staff as required, and respond to data requests from the client and agencies. It also includes additional project management time for the extended time frame of the project. The additional funding requested by task is detailed in the attached cost estimate.

We sincerely appreciate the opportunity to support MGE and Plumas County with this important project. If you have any questions about this request, please do not hesitate to contact me.

Sincerely,

Jody Fessler

Jody Fessler
Task Manager

cc: Petra Unger

Enclosure: Cost estimate

EXHIBIT B-1

MGE Engineering
FEE ESTIMATE PROPOSAL - 401 & 404 PERMITTING AMENDMENT

		Project Manager/QC Review	Supervising Civil Engineer	Senior Engineer	Senior Engineer	CAD Technician	Administrative Assistant	MGE Total Hours	MGE Cost Per Task
	Billing Rate ($/hour)	$294.89	$245.74	$208.88	$202.73	$153.59	$110.58		
		R. Sennett	S. Hawkins	J. Rogers	W. Sennett	Structures	Staff		
Task 0	**Project Management**								
0.1	Project Coordination	4						4	$1,179.54
	Task 0 Total Hours	4	0	0	0	0	0	4	$1,179.54
	Total Project Hours/Costs	4	0	0	0	0	0	4	$1,179.54

Escalation	$0.00
ODC's	$0.00
AECOM	$9,994.00
Total =	***$11,173.54***

EXHIBIT B-2

No.	TASKS 2023 Rate/Hour	Project Manager Env Prof IV Fessler $140.76	Principal Env Prof Unger $254.79	Biologist Env Prof I Shreckengost $92.24	Sr GIS Env Prof III Clement $127.32	Doc Prod Env Prof II Jew $105.30	Proj Controls Env Prof III Keys $129.44	**Total Hours**	**Total Dollars**
2	**Project Management**								
3.1	2022 Project Management							0	$0
3.2	2023 Project Management	8	2				4	14	$2,153
	Subtotal for Task 3	8	2	0	0	0	4	14	$2,153
3	**CWA 401 Water Quality Certification**								
4.1	2022 Permitting Support							0	$0
4.2	2023 Permitting Support	12	3	12	2	1		30	$3,920
	Subtotal for Task 4	12	3	12	2	1	0	30	$3,920
4	**CWA 404 Permit**								
5.1	2022 Permitting Support							0	$0
5.2	2023 Permitting Support	12	3	12	2	1		30	$3,920
	Subtotal for Task 5	12	3	12	2	1	0	30	$3,920
	Total Labor Hours 2023	**32**	**8**	**24**	**4**	**2**	**4**	**74**	**$9,994**
	Total Labor Hours	**32**	**8**	**24**	**4**	**2**	**4**	**74**	
	Total Direct Labor Dollars	**$4,504**	**$2,038**	**$2,214**	**$509**	**$211**	**$518**		

PLUMAS COUNTY
SOLID WASTE
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**John Mannle, Director of Public Works**
MEETING DATE:	**June 6, 2023**
SUBJECT:	**Approve and authorize the Chair to sign an Agreement between Plumas County Public Works and Feather River Disposal, authorizing Plumas County Public Works Department to reimburse Feather River Disposal for expenses incurred from hosting Tire Amnesty Days events through June 30, 2024; not to exceed $20,000.00 (no impact to the General Fund); approved as to form by County Counsel.**

Recommendation:

Plumas County Public Works staff respectfully recommends that the Honorable Board of Supervisors authorize the Public Works Director and the Chair of the board of Supervisors to execute the attached contract.

Background and Discussion:

In past years, Plumas County Public Works has hosted tire amnesty events for the Solid Waste Division. These events allow residents to dispose of unwanted tires free of charge. Public Works Solid Waste staff has coordinated with Cal-Trans Clean California to be reimbursed for tire amnesty events. Under this agreement, Cal-Trans will reimburse the County up to $30,000 for expenses incurred from hosting tire amnesty events. Both franchise contractors, Feather River Disposal and InterMountain Disposal will be participating in the events held in their franchise operation areas. After the County reimburses the franchise contractors for their participation in the tire amnesty events, Cal-Trans Clean California will then reimburse the County for their payment to the franchise contractors.

The attached contract between Feather River Disposal and Plumas County Public Works, approved as to form by County Counsel, allows Public Works to reimburse Feather River Disposal up to $20,000 for expenses incurred from hosting tire amnesty events, through June 30, 2024. A contract between Plumas County Public Works and InterMountain Disposal, making up the remaining $10,000 was passed at the regular Board of Supervisors meeting of April 4, 2023.

Action:

Approval of agreement between Feather River Disposal and Plumas County Public Works – allowing Plumas County Public Works Department to reimburse Feather River Disposal for expenses incurred from hosting Tire Amnesty Days.

Fiscal Impact:

N/A

Attachments:

1. Agreement with FRD for Tire events

DocuSign Envelope ID: 0C47DDD8-5611-407A-B487-665FCAE70A44

Services Agreement

This Services Agreement (the "**Agreement**") is made by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its **Department of Public Works** (hereinafter referred to as "**County**"), and **USA Waste of California, Inc**., a Delaware Corporation (hereinafter referred to as "**Contractor**").

The parties agree as follows:

1. Scope of Work. Contractor shall provide the County with labor and materials for Tire Amnesty Events located at 3 Chester Dump Road, Chester, CA 96020 and 204 Fairgrounds Road, Quincy, CA 95971 pursuant to section 5.07 of the 2017 Franchise Contract between County and Contractor and the Scope of Work in Exhibit A attached hereto.

2. Compensation. County shall pay Contractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed Twenty Thousand Dollars ($20,000).

3. Term. The term of this agreement shall be from the date of execution through June 30, 2024, unless terminated earlier as provided herein.

4. Termination. Either party may terminate this agreement by giving thirty (30) days written notice to the other party.

5. Non-Appropriation of Funds. It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, the County shall have no liability to pay any further funds whatsoever to Contractor or furnish any other consideration under this Agreement and Contractor shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either cancel this Agreement with no further liability incurring to the County, or offer an amendment to Contractor to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution. Contractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.

6. Amendment. This Agreement may be amended at any time by mutual agreement of the parties, expressed in writing and duly executed by both parties. No alteration of the terms of this Agreement shall be valid or binding upon either party unless made in writing and duly executed by both parties.

7. Controlling Document. This Agreement is subject to all terms of the 2017 Franchise Contract between County and Contractor. In the event of any conflict

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between the terms of this Agreement and the terms of the 2017 Franchise Contract, or absence of terms in this Agreement, the terms of the Franchise Contract shall control, and the conflicting term of the Agreement shall be given no effect. Any limitation of liability either express or implied as a result of this Agreement shall be null and void.

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

CONTRACTOR:

USA Waste of California, Inc. a Delaware Corporation

DocuSigned by:
By: Barry Skolnick
2A640847CE8F475...
Barry Skolnick
President
Date signed: 05/08/2023

DocuSigned by:
By: David Stratton
BE615D4CF38244B...
David Stratton
Title: Assistant Secretary
Date signed: 05/08/2023

COUNTY:

County of Plumas, a political subdivision of the State of California
APROVED AS TO SCOPE OF WORK:

By:_____
John Mannle, P.E.
Director of Public Works
Date signed:

CONCURRENCE:

By:_____
Dwight Ceresola
Chair, Board of Supervisors
Date signed:

ATTEST:

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

Approved as to form:
_____
Joshua Brechtel
Deputy County Counsel
5/5/2023

DocuSign Envelope ID: 0C47DDD8-5611-407A-B487-665FCAE70A44

EXHIBIT A

Scope of Work

Contractor shall provide the County with labor and materials for residential Tire Amnesty Events located at 3 Chester Dump Road, Chester, CA 96020 and 204 Fairgrounds Road, Quincy, CA 95971 pursuant to section 5.07 of the 2017 Franchise Contract between County and Contractor. There may be more than one event; County will provide Contractor with at least 30 days notice of a desired event day. Contractor may propose alternate days if its subcontractor is not available.

Contractor (or its subcontractor) shall manage, staff, and supervise the event. Contractor shall provide traffic control and signage; inspect tires delivered to the event; separate tires; document quantity; transport collected tires to reuse, processing or disposal locations; and clean up the location at the end of the event. Contractor shall not charge customers delivering materials to the event; instead, Contractor will bill the County as set forth in Exhibit B.

Participants. Contractor shall verify that residents live in Plumas County by reviewing a driver's license or local utility bill. Contractor shall accept passenger car and similar-sized tires up to a maximum of nine (9) tires per customer, removed from rims. Commercial and agricultural tires will not be accepted.

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EXHIBIT B
Fee Schedule

1. Plumas County has agreed to reimburse Feather River Disposal, an amount not to exceed $20,000.00 to fulfill its obligations under this AGREEMENT.

2. County will pay Contractor $1,275 per day (for Contractor labor and equipment) plus the following charges invoiced to Contractor (on a pass-through basis) by Castle Tire Recycling:

   - Drop fee: $400 per trailer
   - Trailer fee: $1,500 per trailer
   - Manifest fee: $3.00 per trailer
   - Environmental & Regulatory Compliance Fee: 7% of above fees
   - Fuel surcharge

3. Based on the amount of material collected during the Tire Amnesty event, Feather River Disposal shall send its invoices to Plumas County within 45 days of the Dump Day event for the latter's share of the Dump Day Costs.

4. Feather River Disposal shall send invoices to Plumas County. The itemized invoice shall contain the following:

   (a) STATE's Clean California Program Code: CLEANCADMP;
   (b) AGREEMENT number;
   (c) Date(s) of services;
   (d) Location of services;
   (e) Number of hours and hourly rates;
   (f) Receipts for trash disposal;
   (g) Receipts for equipment, materials, and supplies; and
   (h) LOCAL AGENCY's Performance Report that includes tonnage and/or cubic yard measurement of litter/debris disposed.

DocuSign Envelope ID: 0C47DDD8-5611-407A-B487-665FCAE70A44

USA WASTE OF CALIFORNIA, INC.

WRITTEN CONSENT
OF THE BOARD OF DIRECTORS

The undersigned, being all the directors of USA Waste of California, Inc., a Delaware corporation (the "Corporation"), hereby adopt the resolutions set forth below:

> RESOLVED, that Barry S. Skolnick, President - Northern California Area, David Stratton, Vice President and Assistant Secretary, or any officer of the Corporation, and each of them, are hereby authorized, following compliance with appropriate corporate policies and procedures, to execute by and on behalf of the Corporation the Services Agreement between the County of Plumas, a political subdivision of the State of California, by and through its Department of Public Works and the Corporation relating to Tire Amnesty Events and said agreement, when executed and delivered, shall be fully binding upon the Corporation.

The Secretary or Assistant Secretary of the Corporation is directed to file a copy of this written consent with the minutes of the proceedings of the board of directors of the Corporation.

Date: April 25, 2023

DocuSigned by:
Courtney A. Tippy
9F0CD492EB6C4D1...
Courtney A. Tippy, Director

DocuSigned by:
Michael S. Hammer
AD8EDC9286654EB...
Michael S. Hammer, Director

DocuSigned by:
Barry S. Skolnick
2A640847CE8F475...
Barry S. Skolnick, Director

PLUMAS COUNTY
ELECTIONS
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Marcy DeMartile, Clerk/Recorder**
MEETING DATE:	**June 6, 2023**
SUBJECT:	**Accept Certification of Election Results for the May 2, 2023 West Almanor Community Services District Special Tax Election.**

Recommendation:
Accept Certification of Election results for the West Almanor Community Services District Special Tax Measure held on May 2, 2023.

Background and Discussion:
An election was held on May 2, 2023 for the West Alamanor Community Services District, for a special tax measure. The certified results are attached for the Board of Supervisors acceptance into the record.

Action:

None.

Fiscal Impact:

None

Attachments:
1. West Almanor CSD Election Results

Certification of Election Results
West Almanor Community Services District
Measure "A" Election
May 2, 2023

I, Marcy DeMartile, Plumas County Clerk-Recorder and Registrar of Voters, having completed the canvass of returns for the West Almanor Community Services District Measure "A" Election held on May 2, 2023 and recorded in the Election records, certify the results as follows:

The results hereto attached and made a part of and the following local results are true and correct:

West Almanor Community Services District
Measure "A" Election

Yes 113

No 14

As a result of receiving the required 2/3 vote, this measure did pass.

The Official Final Canvass of votes cast is attached hereto and make a part hereof. The total turnout of voters was 64.47%.

Marcy DeMartile

Marcy DeMartile, Plumas County Clerk Recorder/Registrar of Voters
Dated: May 15, 2023

West Almanor Community Services District
Measure "A"
May 2, 2023
OFFICIAL FINAL

Precincts Reported: 1 of 1 (100.00%)

Voters Cast: 127 of 197 (64.47%)

Measure A - West Almanor Community Services District (Vote for 1)

Precincts Reported: 1 of 1 (100.00%)

		Total	
Times Cast		127 / 197	64.47%
Candidate	Party	Total	
YES		113	88.98%
NO		14	11.02%
Total Votes		127	
		Total	
Unresolved Write-In		0	

PLUMAS COUNTY
AUDITOR-CONTROLLER
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Martee Nieman (Graham), Acting Auditor**
MEETING DATE:	**June 6, 2023**
SUBJECT:	**Authorize Auditor Controller to allow extra help employees to work more than 29 hours per week for the months of June and July; not to exceed 1560 hours per 12-month period from November 1, 2022 - October 31. 2023.**

Recommendation:
Authorize Auditor Controller to allow extra help employees to work more than 29 hours per week for the months of June and July. Not to exceed 1560 per 12-month period from November 1-October 31.

Background and Discussion:
The Auditor Controller employs extra help employees that were previously hired to help out during vacancies, vacations or illnesses in the department. Extra help staff is critical at this time to keep everyday operations functioning. June is the end of the fiscal year and staff are needed to start the end of the end procedures and finish the FY21/22 Audit. In anticipation of this, the Auditor Controller is asking for authorization to work extra-help employees more than 29 hours per week when needed for the months of June and July 2023.

Action:

NA

Fiscal Impact:

The Auditor Controller's office is a General Fund department and has a possible impact on departments' other wages.

Attachments:
1. Extra Help Memo more than 29hrs (1)

PLUMAS COUNTY
AUDITOR/CONTROLLER

520 MAIN STREET • ROOM 205 • QUINCY, CA 95971-4111 • (530) 283-6249 • FAX (530) 283-6442

Martee Graham • AUDITOR/CONTROLLER

To: Honorable Chair and Board of Supervisors

FROM: Martee Nieman Graham, Auditor-Controller

MEETING DATE: June 6, 2023

SUBJECT: Authorize Auditor/Controller to allow extra-help employees to work more than 29 hours per as need for June and July 2023. Not to exceed 1560 hours per 12-month period November 1-October 31.

Recommendation

Authorize Auditor Controller to allow extra-help employees to work more than 29 hours per week as needed for June and July 2023. Not to exceed 1560 hours (about 2 months) per reporting year November 1 –October 31.

Background and Discussion

The Auditor Controller employs extra-help employees that were previously hired to help during vacancies in the department created by resignation and illnesses. The department currently has two full-time permanent open positions under recruitment. Extra help is crucial currently for daily functions. We are entering the end of FY22/23 and need staff available to process the heavy workloads anticipated with the end of the year processes.

PLUMAS COUNTY
PLUMAS COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT
MEMORANDUM

TO: **Honorable Chair and Board of Supervisors**

FROM: **John Mannle, Director of Public Works**

MEETING DATE: **June 6, 2023**

SUBJECT: **Adopt a RESOLUTION accepting an Agreement from the state of California Department of Water Resources (DWR) for reimbursement of personnel and equipment related to the Salmon Study; approved as to form by County Counsel; discussion and possible action. Roll call vote**

Recommendation:
The Flood Control Manager recommends that the Flood Control Board of Directors vote to pass the resolution authorizing the Chair of the Board of Directors to execute the agreement for reimbursement for additional cleaning of the diversion dam debris rack by the Road Crew.

Background and Discussion:
The Department of Water Resources (DWR) will be conducting a study of salmon on the North Fork Feather River below the diversion dam. This study requires additional cleaning of the debris rack by Public Works Road Crews and DWR will reimburse the department for these added expenses. In order for DWR to draft an agreement, the attached resolution is required to be approved. This resolution has been approved as to form by County Counsel

Action:

Approval of Resolution for DWR Reimbursement Agreement

Fiscal Impact:

N/A

Attachments:
1. Resolution for DWR Reimbursement Agreement

RESOLUTION NO. 23-_____

RESOLUTION BY THE BOARD OF DIRECTORS OF THE PLUMAS COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT ACCEPTING FUNDING FROM THE STATE OF CALIFORNIA DEPARTMENT OF WATER RESOURCES FOR REIMBURSEMENT FOR PERSONNEL AND EQUIPMENT RELATED TO SALMON STUDY

WHEREAS, representatives of the State and the District will confer and jointly prepare a draft Agreement between the State of California Department of Water Resources (DWR) and Plumas County Flood Control and Water Conservation District for reimbursing the District for personnel and equipment related to cleaning the debris rack at the Chester Diversion Dam; and

WHEREAS, DWR requires that the debris rack be cleaned in order to complete a salmon study downstream; and

WHEREAS, Plumas County Flood Control and Water Conservation District has the staff and equipment to clean the debris rack; and

WHEREAS, funding for reimbursement will be coming from the DWR based on the draft agreement and is estimated to total approximately $24,000 for work completed between December 1, 2023 through June 30, 2025.

NOW, THEREFORE, BE IT RESOLVED that the Board of Directors of the Plumas County Flood Control and Water Conservation District makes the following findings and determinations:

1. The foregoing recitals are true and correct and are hereby incorporated as substantive findings of this Resolution.

2. The District's Manager is authorized to sign the proposed Agreement on behalf of the District.

3. The District's Manager is authorized and directed to do all acts necessary to carry out the purpose and intent of the proposed Agreement and sign requests for disbursements to be made under Funding Agreement.

The forgoing Resolution was duly passed and adopted by the Board of Directors of the Plumas County Flood Control and Water Conservation District at a meeting held on the 6th day of June 2023, by the following roll call vote:

AYES: Directors:
NOES: Directors:
ABSENT: Directors:

_____
Dwight Ceresola, Chair
Board of Directors

ATTEST:

_____
Heidi White, Clerk of the Board

Approved as to form:
Joshua Brechtel

PLUMAS COUNTY
AGRICULTURE/WEIGHTS & MEASURES
DEPARTMENT
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Margaret Bell, Agricultural Standards Management Analyst I**
MEETING DATE:	**June 6, 2023**
SUBJECT:	**Authorize supplemental budget transfers totaling $21,206.00 as follows: $11,650.00 from State Aid for Agriculture account 44180 into Fixed Asset account 542600 for fixed asset purchase of Probwell Electric Meter Testing Device ; $1,580.00 from State Aid for Agriculture account 44180 into 524300 Small tool/ Instrument for an Electric Air Compressor; $6,256.00 from State Aid for Agriculture account 44180 into 521800 Office Expense for Projector and Computer Equipment; $1,720.00 from State Aid for Agriculture account 44180 to 520940 Safety; and approve and authorize fixed asset purchase of $11,650.00 for Probewell Electric Meter Testing Device; discussion and possible action. Four/ fifths roll call vote**

Recommendation:

Approve a supplemental budget in the amount of $21,206.00. This supplemental budget will be used to purchase a Probewell, electric air compressor, department computers, projector, office equipment, and safety equipment. This supplemental budget will aid in the department's ability to meet the Maintenance of Effort required for the county to qualify for the disbursement of 224(g) funds

Background and Discussion:

The Agricultural Department budgeted $65,000.00 in revenue from the Department of Pesticide Regulation for our MIL tax distribution to counties. Due to extra departmental effort in this category during FY 21/22, we received a distribution of $90,000.00. We recommend the following supplemental budget:

- The Probewell is a specialized electric meter testing device that will update and greatly increase the safety of the testing of electric meters. It is manufactured by only one company in North America. Transfer from 44180 State Aid for Agriculture to 542600 Fixed Asset - $11,650.00.
- Our current air compressor is a 1972 model that has rusted out a tank and has been used in this unsafe condition for almost two decades. Transfer from 44180 State Aid for Agriculture to 524300 Small tools/Instruments - $1,580.00
- The department is also in need of replacing the aged desktop computer for the Management Analyst and obtaining 3 laptops for the Inspector, Commissioner, and Management Analyst for use in the field. Laptops are currently needed for Pesticide Use Enforcement, Pest Detection, Weights & Measures, and remote work while traveling. Transfer from 44180 State Aid for Agriculture to 512800 – $5,096.00
- The LCD projector and miscellaneous office supplies will be used for public outreach in multiple programs. Transfer from 44180 State Aid for Agriculture to 521800 Office Expense - $1,160.00
- Safety equipment – ergonomic correct office equipment and reflective safety clothing for staff. Transfer from 44180 State Aid for Agriculture to 520940 Safety - $1,720.00

Action:

Approve supplemental budget totaling $21,206.00 to include $11,650 from account 44180 State Aid for Agriculture to Fixed Asset 542600 for the Probewell. $1,580 from account 44180 State Aid for Agriculture to

524300 Small tool/ Instrument for the electric air compressor. $6,256 from account 44180 State Aid for Agriculture to 521800 Office Expense for the projector and computer equiptment. $1,720 from account 44180 State Aid for Agriculture to 520940 Safety.

Fiscal Impact:

no impact on the general fund

Attachments:

1. Supplemental Budget
2. Probewell Purchase Order
3. Probewell Fixed Asset Form.
4. Probewell Quote
5. Computer Quote
6. Air compressor quote
7. Projector Quote
8. Rain Suits Quote
9. Office Equiptment Quote

COUNTY OF PLUMAS
REQUEST FOR BUDGET APPROPRIATION TRANSFER OR SUPPLEMENTAL BUDGET

TRANSFER NUMBER
(Auditor's Use Only)

Department: Agriculture Weights & Measures Dept. No: 20425 Date 5/23/2023

The reason for this request is (check one):			Approval Required
A.	☐	Transfer to/from Contingencies OR between Departments	Board
B.	☑	Supplemental Budgets (including budget reductions)	Board
C.	☐	Transfers to/from or new Fixed Asset, within a 51XXX	Board
D.	☐	Transfer within Department, except fixed assets	Auditor
E.	☐	Establish any new account except fixed assets	Auditor

☐ **TRANSFER FROM OR** ☑ **SUPPLEMENTAL REVENUE ACCOUNTS**

(CHECK "TRANSFER FROM" IF TRANSFER WITHIN EXISTING BUDGET, CHECK "SUPPLEMENTAL REVENUE" IF SUPPLEMENTAL, NEW UNBUDGETED REVENUE)

Fund #	Dept #	Acct #	Account Name	$ Amount
0001	20425	44180	State Aid for Agriculture	21,206.00
			Total (must equal transfer to total)	21,206.00

☐ **TRANSFER TO OR** ☑ **SUPPLEMENTAL EXPENDITURE ACCOUNTS**

(CHECK "TRANSFER TO" IF TRANSFER WITHIN EXISTING BUDGET, CHECK "SUPPLEMENTAL EXPENDITURE" IF SUPPLEMENTAL, NEW UNBUDGETED EXPENSE)

Fund #	Dept #	Acct #	Account Name	$ Amount
0001	20425	542600	fixed asset	11,650.00
0001	20425	524300	small instruments/tools	1,580.00
0001	20425	521800	office expense	6,256.00
0001	20425	520940	Safety	1,720.00
			Total (must equal transfer to total)	21,206.00

Supplemental budget requests require Auditor/Controller's signature

Please provide copy of grant award, terms of award, proof of receipt of additional revenue, and/or backup to support this request.

In the space below, state (a) reason for request, (b) reason why there are sufficient balances in affected accounts to finance transfer, (c) why transfer cannot be delayed until next budget year (attach memo if more space is needed) or (d) reason for the receipt of more or less revenue than budgeted.

A) Unanticipated revenue, Department must maintain a 5 year average to meet MOE with California Dept. of ood and Agriculture

B) If department expenditures fall below 5 year average(Set by the State of CA) we stand a chance to loose unclaimed gas tax funding.

C) 5 year average must be maintained on a fiscal year basis

D) unanticipated revenue

Approved by Department Signing Authority: Margaret Bell

_____ Approved/ Recommended _____ Disapproved/ Not recommended

Auditor/Controller Signature: _____

Board Approval Date: _____ Agenda Item No. _____

Clerk of the Board Signature: _____

Date Entered by Auditor/Controller: _____ Initials _____

INSTRUCTIONS:

Original and 1 copy of ALL budget transfers go to Auditor/Controller. If supplemental request they must go to the Auditor/Controller. Original will be kept by Auditor, copies returned to Department after it is entered into the system.

Supplemental transfer must have Auditor/Controllers signature. Auditor/Controller will forward all signed, supplemental transfers to the Board for approval.

If one copy of agenda request and 13 copies of Board memo and backup are attached, the entire packet will be forwarded, after all signatures are obtained, to the Clerk of the Board. If only the budget form is sent, it will be returned to the Department after all signatures are obtained.

Transfers that are going to be submitted to the Board for approval:

A. Must be signed by the Auditor/Controller; if supplemental must be signed by the Auditor/Controller.

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

Plumas-Sierra Counties
Department of Agriculture

Agricultural Commissioner
Sealer of Weights and Measures

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

May 24, 2023

PURCHASE ORDER #2023-0524

Ordered From:
General Pacific, Inc.
Po Box 70
Fairview, OR 97024

Ship/Invoice to:
Plumas-Sierra Counties Department of Agriculture
208 Fairgrounds Rd.
Quincy, CA 95971

Quantity	Part	Description	Unit Prc.	Ext.
1	Probewell	Probewell WT-1 & accessories	10,830.00	10,830.00
		Sub total		10,830.00
		Tax		785.18
		Total		**11,615.18**

Sincerely,

Chair Dwight Ceresola
Board of Supervisors

ADD Fixed Asset Form

Name AND description of fixed asset:
Probewell WT-1 and Accessories

Date Acquired (date asset was received by department): _____

Department Name & Number: Agriculture Weights & Measures 20425

Vendor Name: General Pacific,Inc.

Physical Location of Asset: 208 Fairgrounds rd Quincy CA 95971

Total Cost of Asset (include tax, shipping, handling) $ 11,615.18

Serial Number of Asset (if none, explain why):
has not arrived yet

For Auditor Department Use Only

Warrant Number: _____ Total Claim amount: $ _____

Is total claim & total asset cost the same, if not WHY? _____

Fund Type: G B Fund Source: _____ Life: _____ S/L

Function: _____ Activity: _____

Organization (if other than above department #) % of asset to this organization

_____ _____

_____ _____

(9/24/07)

11,615.18

QUOTATION

General Pacific, Inc.

P.O. Box. 70
Fairview, OR 97024
USA
503-907-2900

Fixed Asset
542600

Order Number	
1293228	
Order Date	Page
05/12/2023 10:29:04	1 of 1

Quote Expires On: 06/11/2023

Bill To:
Plumas County Department of Agriculture
208 Fairgrounds Rd
Quincy, CA 95971

Ship To:
Plumas County Department of Agriculture
208 Fairgrounds Rd
Quincy, CA 95971

530-283-6365
Attn: Margaret Bell

Requested By: Margaret Bell

Customer ID: 114280

PO Number	*Ship Route*	*Taker*
PROBEWELL WT-1 and Accessories	ANY	AGRIFFINWHITE

Quantities					*Item ID* / *Item Description*	*Pricing UOM* / *Unit Size*	*Unit Price*	*Extended Price*
Ordered	*Allocated*	*Remaining*	*UOM* / *Unit Size*	*Disp.*				
1.0000	0.0000	1.0000	EA		PRO MT-1/WT1	EA	9,310.0000	9,310.00
			1.0		Single Phase Meter Tester - Wireless control and access. Wh,VARh,THD,REV Test - Forms 1S,2S,3S,4S,5S,12s,35S and 45S	1.0		
1.0000	0.0000	1.0000	EA		PRO MT-1/CAM-2	EA	690.0000	690.00
			1.0		Digital Camera disk sensor, for electro- -mechanical meters-OPTIONAL	1.0		
1.0000	0.0000	1.0000	EA		PRO MT-1/PUL-3 PULSE PICKUP	EA	475.0000	475.00
			1.0		Pulse p/up w/suction cup for solid-state For solid-state meters SKU: 9910-0140	1.0		
1.0000	0.0000	1.0000	EA		PRO MT-1/MAG MAGNETIC ADAPTER	EA	175.0000	175.00
			1.0		Magnetic pulse pickup adapter SKU: 9910-0145	1.0		
1.0000	0.0000	1.0000	EA		PRO MT-1/LAT-Q	EA	180.0000	180.00
			1.0		SS latch with quick-release option SKU: 9910-0400	1.0		

Total Lines: 5

SUB-TOTAL:	10,830.00
TAX:	785.18
AMOUNT DUE:	**11,615.18**
U.S. Dollars	

Greg Ellingson Sent You this CDW-G Quote for Review

office Expense
521800

Greg Ellingson <cdwsales@cdwemail.com>

Mon 5/22/2023 3:50 PM

To: Sylvia, Melodie <MelodieSylvia@countyofplumas.com>

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.

CDW-G Quote for Review

This email was sent to you from: **Greg Ellingson**

Convert Quote to Order

Shipping Delays:
While CDW is processing orders normally without disruption and our Distribution Centers are operating as expected, **ongoing global supply chain challenges may cause order delivery delays.**
Learn More

Quote #	Quote Date	Quote Reference	Customer #
1CBJRWP	05/22/2023	AG Final Quote	5913753

Item		Qty	CDW #	Unit Price	Ext. Price
BenQ GL2780 - LED monitor - Full HD (1080p) - 27	**BenQ GL2780 - LED monitor - Full HD (1080p) - 27"** Mfg. Part#: GL2780 UNSPSC: 43211902	2	5908145	**$203.69**	**$407.38**
Dell Precision 3260 Compact - USFF - Core i5 12500 3 GHz - vPro - 16 GB - S	**Dell Precision 3260 Compact - USFF - Core i5 12500 3 GHz - vPro - 16 GB - S** Mfg. Part#: WDM10 UNSPSC: 43211515	1	6934131	**$1,395.82**	**$1,395.82**

Microsoft Surface Book 3 - 15 - Core i7 1065G7 - 16 GB RAM - 256 GB SSD	**Microsoft Surface Book 3 - 15" - Core i7 1065G7 - 16 GB RAM - 256 GB SSD** Mfg. Part#: SMJ-00001 UNSPSC: 43211509	3	7052507	**$950.59**	**$2,851.77**

Subtotal	$4,654.97
Shipping	$81.28
California Electronic Waste Recycling Fee	$10.00
California Electronic Waste Recycling Fee	$12.00
Sales Tax	$337.49
Grand Total	**$5,095.74**

Purchaser Billing Info	Deliver To
Billing Address: Plumas County Attn: Dept Of Information Technology (# 5913753) 520 Main St # Rm211 Quincy, CA 959719364 **Phone:** (530) 283-6263	**Shipping Address:** County of Plumas Greg Ellingson 520 Main Street Rm 211 Quincy, CA 95971 **Phone:** (530) 283-6336 **Shipping Method:** UPS Ground (2-3 days)

Sales Contact Info

Jeff Butchko | (847) 371-5500 | jeffbut@cdwg.com

Need Help?

My Account | Support | Call 800.800.4239

Customer's use of iCloud, the Products or either of their incumbent software or functionality is subject to compliance with all end user licenses agreements ("EULAs"), Product terms and conditions, and iCloud terms and conditions (available at www.apple.com/legal/internet-services/icloud/en/terms.html) and any other terms and conditions provided by Apple.

Customer shall not use the Products, iCloud Storage APIs and iCloud service, or any component or function thereof, (i) to create, receive, maintain, or transmit protected health information (as defined at 45 C.F.R § 160.103); or (ii) in any manner that would make Apple or any other third-party distributor, supplier, or provider of those technologies a business associate, as defined under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") at 45 C.F.R. § 160.103, of the Reseller or any third party.

If Customer is purchasing AppleCare, Customer agrees to the following terms and conditions:

(i) Service Plan Terms and Conditions. Customer agrees to the Service Plan Terms and Conditions available at www.apple.com/legal/sales-support/applecare/os-reseller-support/;

(ii) Customer Responsibilities. Customer must be actively enrolled in AppleCare for Enterprise in order to purchase a Support Incident and receive Support Services thereunder. Customer will cooperate with Reseller when seeking Support Services by providing information necessary to assist Reseller in diagnosing an issue. Customer is responsible for any and all restoration or reconstruction of lost or altered files, data or programs. Customer will maintain and implement a complete data backup and disaster recovery plan. Customer is solely responsible for any and all security of confidential, proprietary or classified information of Customer and any third parties whose data Customer possesses or processes. Customer will not disclose to Reseller confidential, proprietary or any information that is subject to intellectual property rights that may expose Reseller to liability; and

(iii) Data Protection. Customer agrees and understands that it is necessary for Reseller to collect, process and use Customer data in order to perform the service and support obligations under the Support Incident. This may include transferring Customer data to affiliated companies, service providers, and/or Apple.

* Pricing and taxes may change if quote is amended.

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QTC:001 | WEB 015 | Customer#: 5913753 | WEB8744b1a0-a6cd-4d16-ac9d-9b763dae14c1

GRAINGER

Cart

Order Summary

Subtotal	$1,330.26	Estimated Tax	N/A	Estimated Shipping	$240.47

Estimated Total $1,570.73

INGERSOLL RAND

Electric Air Compressor: 3 hp, 1 Stage, Vertical, 60 gal Tank, 10.3 cfm, 240V AC

Item # 4YW09

Qty 1

Web Price **$1,330.26** / each

Availability

Expected to arrive **Mon. May 01**.
This item requires special shipping, additional charges may apply.

Products You Have Recently Viewed

INGERSOLL RAND

Electric Air Compressor: 3 hp, 1...

Item # 4YW09

Web Price **$1,330.26** / each

Qty 1 Add to Cart

INGERSOLL RAND

Electric Air Compressor: 5 hp, 2...

Item # 786FE8

Web Price **$5,372.74** / each

Qty 1 Add to Cart

SPEEDAIRE

Electric Air Compressor: 3

Item # 4ME96

Web Price **$1,136.92** / ea

Qty 1 Add to Ca

844.97 office expenses 521800

Epson PowerLite 118 Business (V11HA03020) LCD Projector, White

Item #: 901-24460021 Model #: V11HA03020 Brand: Epson

Not yet rated. Be the first to Write a review!

$643.99
Per each

Ship to : 95971

In stock
Estimated delivery by: Thu 3/9/2023 - Fri 3/10/2023

Limited quantity available: **12 remaining**

1 Add

Earn 643 points Free shipping

Customers Also Viewed

Epson EpiqVision Flex CO-W01 Portable 3-Chip 3LCD Projector, White (V11HA86020)
Item #: 901-24543271

$441.99
Per each

1 Add

Earn 441 points

Epson PowerLite 119W Business (V11H985020) LCD Projector, White
Item #: 901-24460015

$750.99
Per each

1 Add

Earn 750 points

Epson PowerLite 1288 Business (V11H978120) LCD Projector, Black
Item #: 901-24460028

$919.99
Per each

1 Add

Earn 919 points

Description Specifications Reviews

Description

Reviews

☆☆☆☆☆

There are no reviews for this item.

Be the first to write a review

Epson Carrying Case F/PowerLite Projectors

Item #: 901-IM1YX1545IN Model #: V12H001K68 Brand: Epson

Not yet rated. Be the first to Write a review!

$50.99
Per each

Ship to : 95971

In stock
Estimated delivery by: Fri 3/10/2023 - Mon 3/13/2023

Limited quantity available: **2 remaining**

1 | Add

Earn 50 points Free shipping

Customers Also Viewed

Epson® V12H001K65 Soft Carrying Case For PowerLite 1940W; 1945W Projectors

Item #: 901-M1PG2560ING

★★★★★ (1)

$48.99
Per each

1 | Add

Earn 48 points

Epson® ELPKS67 Soft Carrying Case For PowerLite 965/97/98/99W/S17/W17/X1...

Item #: 901-IM1TD0616

$45.99
Per each

1 | Add

Earn 45 points

Epson EX3280 Business V11H975020 3LCD Projector, White

Item #: 901-24473563

★★★★★ (2)

$499.99
Per each

1 | Add

Earn 499 points

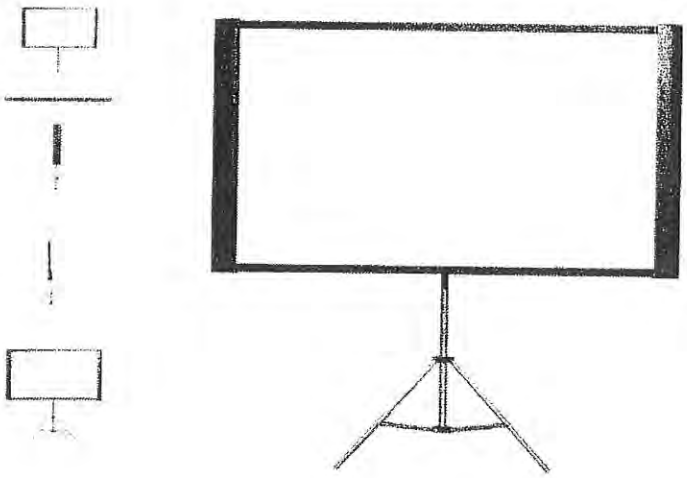
Description Specifications Reviews

Description

Epson Duet Ultra Portable ELPSC80 Tripod 80"

Item #: 901-ELPSC80 Model #: ELPSC80 Brand: Epson

★★★★☆ (251 reviews) Write a review



$149.99
Per each

Ship to : 95971

In stock
Estimated delivery by: Wed 3/8/2023 - Thu 3/9/2023

1 Add

Earn 149 points Free shipping

Customers Also Viewed

PyleHome Universal PRJTP84 Manual Tripod Projector Screen 84"
Item #: 901-205561PET
★★★½☆ (2)
$114.99
Per each
1 Add
Earn 114 points

Epson ES3000 Ultra Portable V12H002S3Y Tripod 80"
Item #: 901-V12H002S3Y
★★★★½ (24)
$249.99
Per each
1 Add
Earn 249 points

ViewSonic Portable M1+ Wireless DLP LED Projector, Gray
Item #: 901-24396753
★★★★☆ (3)
$378.99
Per each
1 Add
Earn 378 points

Description Specifications Reviews Accessories Top

Description

Carhartt ANSI Class 3 Storm Defender Loose Fit Lightweight Hi-Vis Jacket

Item #: 105300-BLM3XL
Size: 3XL
Color: Brite Lime
Price: $149.99
Availability:
In stock. Not eligible for promo.
Item#: 105300-BLM3XL

Quantity 1

$149.99 ×

9:89.92
safety
520940

Carhartt ANSI Class 3 Storm Defender Loose Fit Lightweight Hi-Vis Jacket

Item #: 105300-BLML
Size: L
Color: Brite Lime
Price: $139.99
Availability:
Backordered. Expected to ship on 5/4/2023. Not eligible for promo.
Item#: 105300-BLML

Quantity 1

$139.99 ×

Carhartt ANSI Class 3 Storm Defender Loose Fit Lightweight Hi-Vis Jacket

Item #: 105300-BLMXL
Size: XL
Color: Brite Lime
Price: $139.99
Availability:
In stock. Not eligible for promo.
Item#: 105300-BLMXL

Quantity 1

$139.99 ×

Carhartt ANSI Class 3 Storm Defender Loose Fit Lightweight Hi-Vis Jacket

Item #: 105300-BLMM
Size: M
Color: Brite Lime
Price: $139.99
Availability:
In stock. Not eligible for promo.
Item#: 105300-BLMM

Quantity 1

$139.99 ×

Carhartt ANSI Class E Waterproof Hi-Vis Pant

Item #: 103208-BLM4XL
Size: 4XL
Color: Brite Lime
Price: $109.99
Availability:
Backordered. Expected to ship on Mon, May 22, 2023. Not eligible for promo.
Item#: 103208-BLM4XL

Quantity 1

$109.99 ×

Carhartt ANSI Class E Waterproof Hi-Vis Pant

Item #: 103208-BLML
Size: L
Color: Brite Lime
Price: $99.99
Availability:
In stock. Not eligible for promo.
Item#: 103208-BLML

Quantity 1

$99.99 ×

Carhartt ANSI Class E Waterproof Hi-Vis Pant

Item #: 103208-BLMXLT
Size: XLT
Color: Brite Lime
Price: $109.99
Availability:
In stock. Not eligible for promo.
Item#: 103208-BLMXLT

Quantity 1

$109.99 ×

Carhartt ANSI Class E Waterproof Hi-Vis Pant

Item #: 103208-BLMM
Size: M
Color: Brite Lime
Price: $99.99
Availability:
In stock. Not eligible for promo.
Item#: 103208-BLMM

Quantity 1

$99.99 ×

Subtotal: $989.92

CHECKOUT

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1-800-362-8473

Resource Center

Gemplers Tips & Guides
Safety Training Sheets
Sprayer Buyers Guide

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Subtotal (10 items)		$890.47
Shipping:		$15.50
Handling:		Free
Estimated tax:		$65.68

Safety 520940 $720.00
Office Expense 621800 $251.65

Ship to:

Your delivery dates will be verified at checkout.

Total: **$971.65**

Coupons and any additional shipping charges may be applied at checkout

You saved: **$3.20**

Quick checkout How does it work?

Skip the checkout page by quickly placing your order from here

Continue to quick checkout

Your cart (10 items)

Continue shopping | Add all to list | You have **798** points available to use on this order. **Redeem now** | Print cart

Items

Delivery Tomorrow, May 24 (7 items) If you order within the next **5 hr and 4 min**

Logitech MX 910-005447 Advanced Vertical Wireless Mouse, Graphite — **$99.99**

Item #:	901-24342520
Unit price:	$99.99 per each
Delivery:	Tomorrow

1

⊗ This product is not eligible for earning points.

Save for later | Add to my list | Remove

Quill Brand® Assorted Small/Medium Binder Clips, Black, 60/Pack (11508QL) — **$13.98**

Item #:	901-711508QL
Unit price:	$6.99 per each
Unit savings:	**$1.60 per each**
Delivery:	Tomorrow

2

Save for later | Add to my list | Remove

Item has been removed

Pilot G2 Retractable Gel Pens, Fine Point, Green Ink, Dozen (31025) has been removed. Add this back to my cart.

Scotch Magic Invisible Tape Refill, 3/4" x 27.77 yds., 12 Rolls (810K12)

$24.99

Item #: 901-810K12
Unit price: $24.99 per pack
Delivery: Tomorrow

1

Save for later Add to my list Remove

Lee Ergo-Style Sortkwik 1.5 Oz. Fingertip Moistener, Pink (12134)

$17.38

Item #: 901-184788
Unit price: $8.69 per each
Delivery: Tomorrow

2

Save for later Add to my list Remove

Staples® Carbon Paper, 8.5" x 11", Black, 100/Box (34694)

$37.99

Item #: 901-67221
Unit price: $37.99 per box
Delivery: Tomorrow

1

Save for later Add to my list Remove

2023-2024 AT-A-GLANCE QuickNotes 12" x 17" Academic Monthly Wall Calendar, Blue/Yellow (PM53-28-24)

$12.99

Item #: 901-PM532824
Unit price: $12.99 per each
Delivery: Tomorrow

1

Save for later Add to my list Remove

Paper Mate Sharpwriter Mechanical Pencil, 0.7mm, #2 Medium Lead, Dozen (3030131/3030131C)

$17.18

Item #: 901-30301
Unit price: $8.59 per dozen
Delivery: Tomorrow

2

Save for later Add to my list Remove

Delivery Thu, Jun 1 - Fri, Jun 2 (1 item)

3M Precision XL Standing Desk, 42" W, Adjustable Desk Riser with Gel Wrist Rest and Precise Mouse Pad, Black (SD70B)

$497.99

Item #: 901-24411827
Unit price: $497.99 per each
Heavy item fee: $12.75
Delivery: Thu, Jun 1 - Fri, Jun 2

1

Save for later Add to my list Remove

Delivery Mon, Jun 12 - Tue, Jun 13 (1 item)

Kensington Pro Fit K75406US Wireless Ergonomic Keyboard and Mouse Combo, Black

$119.99

Item #:	901-24461381
Unit price:	$119.99 per each
Delivery:	Mon, Jun 12 - Tue, Jun 13

1

⊗ This product is not eligible for earning points.

Save for later Add to my list Remove

Extended delivery – View delivery dates below

Quill Brand® Chairmat, For Flat-Pile Carpets, Standard Lip, 45" x 53"

$47.99

Item #:	901-64435
Unit price:	$47.99 per each
Oversized item fee:	$2.75
Delivery:	

1

Qty 1 extended delivery: Estimated delivery 6/2/2023 and 6/5/2023

Save for later Add to my list Remove

PLUMAS COUNTY
BEHAVIORAL HEALTH DEPARTMENT
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Kyle Hardee, Administrative Services Officer**
MEETING DATE:	**June 6, 2023**
SUBJECT:	**Adopt RESOLUTION to amend the Fiscal Year 2022/2023 position allocation for Behavioral Health Department #70570 and #70580; approved as to form by County Counsel; discussion and possible action. Roll call vote**

Recommendation:

Adopt **RESOLUTION** to Amend the FY 2022-2023 County Personnel Allocation in the Budget Units 70570 (Behavioral Health) and 70580 (Alcohol & Drug) to increase the allocation of Behavioral Health Systems Analyst/Information Systems Technician by 1.0 FTE.

Background and Discussion:

The volume of state required program reporting has steadily increased over the past several years to the point that current staffing levels are no longer sufficient to comply with timely reporting. The amendment to the Behavioral Health Systems Analyst/Information Systems Technician job allocation is to increase the allocation from 1.75 FTE to 2.25 FTE in Department 70570 and from 0.0 FTE to 0.5 FTE for Department 70580. The position is funded in the 2022-2023 budget via savings from funded positions that remain unfilled to date. This position would be filled without the use of any General Fund monies.

Action:

Adopt **RESOLUTION** to amend the Fiscal Year 2022/2023 position allocation for Behavioral Health Department #70570 and 70580 and authorize the Department Head of Human Resources to begin recruitment for the BH Systems Analyst position.

Fiscal Impact:

The position is funded in the 2022-2023 budget via savings from funded positions that remain unfilled to date. This position would be filled without the use of any General Fund monies.

Attachments:

1. Alloc Res Sys Anlayst 5-16-23
2. REVISED CRITICAL STAFFING QUESTIONS Sys Analyst 5-16-23
3. BH Systems Analyst NS
4. Information Systems Technician NS 2017
5. PCBH Org Chart 5-16-2023

RESOLUTION NO. 2023- _____

RESOLUTION TO AMEND FISCAL YEAR 2022/2023 POSITION ALLOCATION FOR BEHAVIORAL HEALTH DEPARTMENT #70570 & 70580

WHEREAS, Plumas County Personnel Rule 5.02 provides amendments to be made by resolution of the Fiscal Year 2022/2023 Position Allocation covering all positions in the County service; and

WHEREAS, during the fiscal year needs may arise to amend the Position allocation; and

WHEREAS, the Behavioral Health Director has requested adding a BH Systems Analyst or Information Systems Technician adding 1.0 FTE to the position allocation; and

WHEREAS, the position is necessary in the daily operational needs of the Behavioral Health 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 County's Position Allocation to add a 1.0 FTE BH Systems Analyst or Information Systems Technician position allocated to 0.5 FTE BH Systems Analyst or Information Systems Technician position to the Behavioral Health Department #70570 and 0.5 FTE BH Systems Analyst or Information Systems Technician position to Behavioral Health Department #70580.

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

Approve the amendment to Fiscal Year 2022/2023 Position Allocation as follows:

Behavioral Health Department #70570	Current FTE	Proposed FTE
BH Systems Analyst or Information Systems Technician	1.75	2.25

Behavioral Health Department #70571	Current FTE	Proposed FTE
BH Systems Analyst or Information Systems Technician	0.20	0.20

Behavioral Health Department #70575	Current FTE	Proposed FTE
BH Systems Analyst or Information Systems Technician	0.05	0.05

Behavioral Health Department #70580	Current FTE	Proposed FTE
BH Systems Analyst or Information Systems Technician	0.00	0.50

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 16th day of May 2023, by the following vote:

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

_____
Chair, Board of Supervisors

_____
Clerk, Board of Supervisors

Approved as to form:
Sara James
Deputy County Counsel II

QUESTIONS FOR STAFFING CRITICAL POSITIONS WHICH ARE CURRENTLY ALLOCATED.

RE: PCBH request to fill 1.0 FTE Behavioral Health Systems Analyst position.

- Is there a legitimate business, statutory or financial justification to fill the position? **Yes, the position is critical to the operation of the BH Department**

- Why is it critical that this position be filled at this time?
  This position needs to be filled in order to continue to provide timely and accurate regulatory reporting to State agencies.

- How long has the position been vacant? **This is a new position**

- Can the department use other wages until the next budget cycle? **The position is funded in the 2022-2023 budget via savings from funded positions that remain unfilled to date**

- What are staffing levels at other counties for similar departments and/or positions? **Staffing by county depends upon population, caseloads, and management style. This would increase the Quality Control Department for Plumas County to 3 employees. Most small counties have a Quality Control department 2 to 4 times larger than Plumas County.**

- What core function will be impacted without filling the position prior to July 1?
  Timeliness of regulatory reporting to State agencies is already impacted by the staffing shortage in the Quality Control Department

- What negative fiscal impact will the County suffer if the position is not filled prior to July 1?
  Delay in the regulatory reporting could result in penalties or reduced funding.

- A non-general fund department head needs to satisfy that he/she has developed a budget reduction plan in the event of the loss of future state, federal or local funding? What impact will this reduction plan have to other County departments? **This position is funded by MediCal billing and Realignment sources. As such, funding is expected to remain stable. In the event of a considerable reduction of funding, clinical positions can be eliminated, or the fiscal shortfall can be compensated for from departmental reserves.**

- Does the department expect other financial expenditures which will impact the general fund and are not budgeted such as audit exceptions? **No**

- Does the budget reduction plan anticipate the elimination of any of the requested positions? **No**

- Departments shall provide an estimate of future general fund support for the next two years and how the immediate filling of this position may impact, positively or negatively, the need for general fund support? **This position does not rely on general fund support.**

- Does the department have a reserve? If yes, provide the activity of the department's reserve account for the last three years? **PCBH has a reserve that would provide financial coverage if needed.**

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.

PLUMAS COUNTY **APPROVED: 4/2017**

INFORMATION SYSTEMS TECHNICIAN

DEFINITION

Under close supervision, the Information Systems Technician 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

The Information Systems Technician is a single level class. Incumbents provide basic computerized information system helpdesk support and training for users of computer systems. Incumbents perform computer installation, maintenance and repair work, with some guidance and supervision.

REPORTS TO

Division Program Manager or Program Manager/Assistant Director

CLASSIFICATIONS DIRECTLY SUPERVISED

None

INFORMATION SYSTEMS TECHNICIAN – 2

EXAMPLES OF DUTIES:

- Acts as a resource person for users by answering questions either by phone or in person 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.
- Sets up, monitors, installs and repairs computer hardware and installs software including state or federal provided operating systems, word processing, database, spreadsheet and other software.
- Writes or assists in writing and revising procedures, instructional materials and staff development tools for system related training.
- Trains system users on hardware and software usage; explains operating systems and provides on-going support for department staff; may provide training on specific statewide automated systems utilized by assigned department.
- 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.
- 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. Recommends necessary hardware and software changes; and performs system upgrades.
- Authorizes system access to new users, assigns users a profile and password.
- 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.

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.

INFORMATION SYSTEMS TECHNICIAN – 3

Knowledge of:

- Operating principles and characteristics of personal computer hardware and software systems.
- Concepts and terms applicable to state-of-the-art information systems.
- Basic principles of local area network 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.

Ability to:

- Perform routine installations of computer equipment and related peripherals, install common software, and troubleshoot personal computer hardware and software problems.
- Analyze user problems, evaluate alternatives and reach sound conclusions.
- Identify, evaluate and research operational problems, and makes 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.
- Write and maintain logs of work performed and actions taken to solve information system problems in a clear and concise manner.
- Communicate clearly and concisely, both orally and in writing.

Training and Experience:

Qualifications needed for this position:

Two (2) years full-time experience or formal education/training in the operation of computers and peripheral equipment in an information systems environment that includes the troubleshooting of personal computer hardware, software and peripheral equipment problems.

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.

Plumas County Behavioral Health Department

Organizational Chart
May 2023

Behavioral Health Director
VACANT

Administrative Services Officer
Kyle Hardee

Department Fiscal Officer
Lisa Beck

Support Services Technician
Samuel Chandler

Support Services Technician
Landon Morgenroth-Shields

Management Analyst
Che Shannon

BH QA/QI Manager
Jessica McGill

BH Sytems Analyst
Sam Schopplein

BH Sytems Analyst
VACANT

Information Systems Analyst
Jay Hemphill

Information Systems Analyst-Extra Help
VACANT

BH Case Management Specialist I/II/III
Anne Nielson

Office Supervisor
Nikki Smalley

Clinical Records Specialist
Robert McGill

Administrative Assistant I/II
Amy Miller

Administrative Assistant I/II
VACANT

MHSA Coordinator
Kristy Pierson

BH Supervising Site Coordinator
Heidi Clement

BH Site Coordinator
Michael Looney

BH Site Coordinator
VACANT

BH Site Coordinator
VACANT

Unit Supervisor - Nursing
Eliza Fletcher

BH LVN
Jessica Ayotte

BH LVN
VACANT

Gary Sanderson
AOD Program Administrator

Kathy Schwartz
Unit Supervisor

BH Therapist I/II
Matt Ward

BH Therapist I/II
VACANT

BH Therapist I/II
VACANT

BH Therapist I/II
VACANT

BH Case Management Specialist I/II/III
Ingrid Tande

BH Case Management Specialist I/II/III
Jeff Achilles

BH Case Management Specialist I/II/III
Christina Caires

BH Case Management Specialist I/II/III
Rich Johnston

BH Case Management Specialist I/II/III
Madeline Bullion

Sharon Sousa
Interim Director

BH Therapist I/II
Erica Fletcher-Chavez

BH Therapist I/II
James Burkhalter

BH Therapist I/II
Kegan Hood

BH Therapist I/II
Juanita LaMattina

BH Therapist I/II
VACANT

BH Case Management Specialist I/II/III
Ray Stivers

BH Case Management Specialist I/II/III
Paige Connell

BH Case Management Specialist I/II/III
Sarah Hasse

BH Case Management Specialist I/II/III
Brittnee Wightman

BH Case Management Specialist I/II/III
VACANT

BH Case Management Specialist I/II/III
VACANT

BH Case Management Specialist I/II/III
VACANT

FY22/23 Allocated and Funded Positions - 47
Vacant Positions - 13

PLUMAS COUNTY
BEHAVIORAL HEALTH DEPARTMENT
MEMORANDUM

TO: **Honorable Chair and Board of Supervisors**

FROM: **Che Shannon, Management Analyst II**

MEETING DATE: **June 6, 2023**

SUBJECT: **Approve and authorize no contract payment of $1109.79, to Sutter-Yuba Behavioral Health for addiction treatment services; discussion and possible action.**

Recommendation:
It is respectfully requested the Board of Supervisors approve and authorize $1109.79 no contract payment to Sutter-Yuba Behavioral Health for addiction treatment services.

Background and Discussion:
It is respectfully requested the Board of Supervisors approve and authorize $1109.79 no contract payment to Sutter-Yuba Behavioral Health for addiction treatment services.

Action:

It is respectfully requested the Board of Supervisors approve and authorize $1109.79 no contract payment to Sutter-Yuba Behavioral Health for addiction treatment services.

Fiscal Impact:

No impact to the General Fund

Attachments:
1. 3297_001

HEALTH AND HUMAN SERVICES DEPARTMENT
SUTTER-YUBA BEHAVIORAL HEALTH
1965 Live Oak Boulevard, Suite A / P.O. Box 1520
Yuba City, CA 95992-1520
(530) 822-7200

19936

PRESS #6

called

RICK BINGHAM, LMFT, #41622
Local Mental Health Director
Alcohol and Drug Program Administrator
Assistant Director of Health and Human Services
(530) 822-7327 Office

INVOICE

April 28, 2023

MAY 04 2023

To: Plumas County
Behavioral Health
270 County Hospital Rd
Quincy, CA 95971
ATTN: Fiscal Division

RE: Prior years Addiction Treatment Services

(Please see attached documentation)

Vendor #:
Dept #:
Account #:
Contract #:
Date:

Addiction Treatment Services, Inc. DMC#58AC

Fiscal Year 2019-20	$ 104.48
Fiscal Year 2020-21	$ 1,005.31
Amount Due:	**$ 1,109.79**

REMIT TO: Sutter-Yuba Behavioral Health
1965 Live Oak Boulevard, Suite A
PO Box 1520
Yuba City, CA 95992

Vendor # 19936

SARAH EBERHARDT-RIOS, MPA
Health and Human Services Director
(530) 822-7200 Office

BETSY GOWAN, LMFT #32342
Adult Services Branch Director
(530) 822-7200 Office

PAULA KEARN
Children's Services Branc
(530) 822-7

Addiction Treatment Services, Inc. DMC #58AC, Fiscal Year 19-20 and 20-21

SERVICE_FISCAL_YEAR:2021

County of Responsibility	Unique Clients	UNITS_OF_SERVICE	APPROVED_AMOUNT	FFP_AMOUNT	SGF_AMOUNT	COUNTY_AMOUNT
Alameda	4	1619	$23,754.20	$17,108.72	$1,182.50	$5,462.98
Amador	1	372	$5,373.05	$2,926.26	$0.00	$2,446.79
Butte	56	20506	$300,066.45	$225,217.92	$17,406.00	$57,442.53
Colusa	6	2260	$32,959.30	$21,694.27	$1,047.10	$10,217.93
El Dorado	1	265	$3,836.50	$2,069.97	$0.00	$1,766.53
Lake	2	367	$5,507.85	$3,095.40	$0.00	$2,412.45
Marin	2	57	$829.00	$649.54	$58.76	$120.70
Nevada	39	16370	$237,946.90	$188,376.09	$16,515.36	$33,055.45
Placer	6	2663	$38,721.10	$33,193.05	$3,425.90	$2,102.15
Plumas	2	142	$2,067.85	$1,062.54	$0.00	$1,005.31
Sacramento	11	2357	$34,427.35	$23,232.87	$1,257.36	$9,937.12
Santa Clara	2	1026	$15,162.10	$13,645.68	$1,516.42	$0.00
Santa Cruz	1	112	$1,629.60	$821.83	$0.00	$807.77
Shasta	4	2300	$33,647.35	$26,356.12	$2,267.56	$5,023.67
Sierra	1	28	$422.10	$379.88	$42.22	$0.00
Siskiyou	1	131	$1,884.70	$1,059.20	$0.00	$825.50
Sonoma	2	259	$3,763.55	$2,115.12	$0.00	$1,648.43
Sutter	91	32316	$472,330.35	$360,833.26	$29,111.86	$82,385.23
Tehama	3	477	$7,079.65	$4,048.12	$29.88	$3,001.65
Yolo	1	84	$1,246.70	$1,122.02	$124.68	$0.00
Yuba	161	60472	$885,353.50	$664,167.70	$51,283.04	$169,902.76

SERVICE_FISCAL_YEAR:19-20

County of Responsibility	Unique Clients	UNITS_OF_SERVICE	APPROVED_AMOUNT	FFP_AMOUNT	SGF_AMOUNT	COUNTY_AMOUNT
Alameda	2	771	11158.14	5578.98	0	5579.16
Amador	1	397	5576.91	2788.42	0	2788.49
Butte	67	23792	345124.26	220809.81	9826.89	114487.56
Colusa	7	2295	33013.65	19237.47	534.29	13241.89
El Dorado	2	290	4121.15	2060.55	0	2060.6
Marin	2	71	1039.71	698.37	44.62	296.72
Nevada	44	14441	206683.27	146077.99	8349.8	52255.48
Placer	6	1755	25433.6	18418.8	1144.87	5869.93
Plumas	1	15	208.95	104.47	0	104.48
Sacramento	15	3501	50587.98	28997.64	758.87	20831.47
Santa Cruz	1	169	2386.39	1193.17	0	1193.22
Shasta	11	3487	50803.47	40368.8	2981.25	7453.42
Sonoma	1	53	767.25	383.61	0	383.64
Sutter	109	32827	474524.71	311641.99	14747.74	148134.98
Tehama	1	500	7260.03	3629.98	0	3630.05
Yolo	1	284	4028.52	2014.23	0	2014.29
Yuba	217	69421	1006212.64	645241.74	28189.9	332781

PLUMAS COUNTY
COUNTY COUNSEL
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Gretchen Stuhr, Director of County Counsel**
MEETING DATE:	**June 6, 2023**
SUBJECT:	**Approve and authorize the Chair to ratify and sign Amendment No. 1 to the agreement between Plumas County and Municipal Resource Group, LLC for additional investigations; increasing compensation by $40,000 for a total amount not to exceed $48,000; effective February 14, 2023; approved as to form by County Counsel; discussion and possible action.**

Recommendation:
The County Counsel's office would like to amend the Agreement signed with MRG, LLC. increasing the total compensation by $40,000 for a total amount not to exceed $48,000.

Background and Discussion:
The County Counsel's Office wishes to amend the agreement for investigations with Municipal Resource Group, LLC. (MRG, LLC.) increasing the total compensation by $40,000 due to additional investigations. The total amount of the contract is not to exceed $48,000.

Action:

It is recommended that the Board of Supervisors approve the attached First Amendment to Agreement.

Fiscal Impact:

Out of Budget item: General fund (20020) - Professional Services (521900) additional $40,000

Attachments:
1. MRG, LLC Amendment 1 2023
2. MRG, LLC Original agreement

FIRST AMENDMENT TO AGREEMENT

BY AND BETWEEN

PLUMAS COUNTY AND MUNICIPAL RESOURCE GROUP, LLC

This First Amendment to Agreement ("Amendment") is made on February 14, 2023, between PLUMAS COUNTY, a political subdivision of the State of California ("COUNTY"), and Municipal Resource Group, LLC (("CONTRACTOR") who agrees as follows:

1. **Recitals:** This Amendment is made with reference to the following facts and objectives:

    a. PLUMAS COUNTY and Municipal Resource Group have entered into a written Agreement dated November 21, 2022, (the "Agreement"), in which Municipal Resource Group agreed to provide investigative services to Plumas County.

    b. Because the County requires additional investigations the parties desire to change the Agreement.

2. **Amendments:** The parties agree to amend the Agreement as follows:

    a. Paragraph 2 is amended to read as follows:

    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 Forty-Eight Thousand and 00/100 Dollars ($48,000.00).

    b. Exhibit A is amended to read as follows:

    Upon request of County, Contractor shall perform investigative services in regards to employment matters.

    Contractor shall deliver a written report of the investigations and resulting findings and recommendations to the Plumas County Counsel's Office.

3. **Effectiveness of Agreement:** Except as set forth in this First Amendment of Agreement, all provisions of the Agreement dated November 21, 2021 shall remain unchanged and in full force and effect. County's Board of Supervisors hereby ratifies, and approves for payment, services provided by Municipal Resource Group, LLC from February 14, 2023 to date of approval of this first amendment by the Board of Supervisors.

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

CONTRACTOR:

Municipal Resource Group, LLC

By: _____
Name: Mary Egan
Title: Member/Manager/Managing Partner
Date signed: 5/3/23

COUNTY:

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

By: _____
Name: Dwight Ceresola
Title: Chair, Board of Supervisors
Date signed: _____

ATTEST:

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

Approved as to form:

_____ 5/3/2023
Gretchen Stuhr
Plumas County Counsel

Services Agreement

This Agreement is made by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its County Counsel (hereinafter referred to as "County"), and Municipal Resource Group, LLC, a California corporation (hereinafter referred to as "Contractor").

The parties agree as follows:

1. Scope of Work. Contractor shall provide the County with services as set forth in Exhibit A, attached hereto.

2. Compensation. County shall pay Contractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed Eight Thousand and 00/100 Dollars ($8,000.00).

3. Term. The term of this Agreement commences November 21, 2022 and shall remain in effect through November 20, 2023, unless terminated earlier pursuant to this Agreement. County's Board of Supervisors hereby ratifies, and approves for payment, services provided by Contractor from November 21, 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. 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:

County Counsel's Office
520 Main Street, Room 302
Quincy, CA 95971
Attention: Gretchen Stuhr, County Counsel

Contractor:

Mary Egan
Managing Partner
Municipal Resource Group, LLC
P.O. Box 561
Wilton, CA 95693

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 $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.

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

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

CONTRACTOR:

Municipal Resource Group, LLC

By: Mary Egan
Name: Mary Egan
Title: Member/Manager/Managing Partner
Date signed: 12-5-2022

COUNTY:

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

By:
Name: Kevin Goss
Title: Chair, Board of Supervisors
Date signed: 11/29/2022

ATTEST:

By:
Name: Heidi White
Title: Clerk of the Board
Date signed: 11.29.2022

Approved as to form:
Sara James
Deputy Plumas County Counsel

EXHIBIT A

Scope of Work

Upon request of County, Contractor shall perform investigative services regarding allegations of misconduct of a Plumas County employee.

Contractor shall deliver a written report of the investigation and resulting findings and recommendations to the Plumas County Counsel's Office.

EXHIBIT B

Fee Schedule

The County agrees to pay Contractor at the rate of $295.00 per hour for work done in this matter. It is estimated that this matter will be conducted remotely through video conferences and telephone interviews and take approximately 20-25 hours. When appropriate, Contractor uses a research assistant at $95.00 per hour to handle work commensurate with experience and expertise. Time charged will include, for example, time spent interviewing witnesses, writing the report of findings, and performing necessary research. The time charged will also include the time Contractor spends on telephone calls relating to County's matter, including calls with witnesses, potential witnesses, or counsel representing any of the parties.

The invoice for this matter will include all costs and expenses incurred, in addition to the hourly fee, up to $750 in expenses. The expenses commonly included are document production costs, travel and mileage reimbursement at the current IRS rate. All expenses will be charged at Contractor's cost.

PLUMAS COUNTY
LIBRARY DEPARTMENT
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Lindsay Fuchs, County Librarian**
MEETING DATE:	**June 6, 2023**
SUBJECT:	**Adopt RESOLUTION of the County Librarian authorizing the grant application, acceptance, and execution of the grant funds from the State of California for the Building Forward Library Facilities Improvement Program; approved as to form by County Counsel; discussion and possible action. Roll call vote**

Recommendation:

Adopt RESOLUTION of the County Librarian authorizing the grant application, acceptance, and execution of the grant funds from the State of California for the Building Forward Library Facilities Improvement Program; approved as to form by County Counsel; discussion and possible action.

Background and Discussion:

The importance of critical maintenance includes overall building integrity, safety concerns, financial concerns, and modernizing older buildings to better suit community and staff needs. In discussion with JD Moore and through repeated requests from staff and patrons, we have targeted several of the main concerns related to the Quincy and Portola library branches. (The two main concerns of the Chester library branch and several of the concerns for Quincy and Portola cannot be addressed through this specific grant application period or through this grant at all, including the necessary re-pavement of the Portola and Chester parking lots.) Of the remaining concerns:

- **Quincy ADA Doors:** Currently, there are two sets of heavy doors without automatic door openers. Our patrons with limited mobility and especially individuals in wheelchairs or with strollers often need to wait for staff or other patrons to help hold them open so they can maneuver through them. They are also heavy enough that they can be a struggle to hold open for patrons without mobility or disability concerns. Staff also struggle with the doors, including the primitive and difficult process needed to be able to unlock and lock them, as well as the reoccurring mechanism failure that results in additional difficulties. Replacing the doors with lighter ones that can include automatic door openers helps update the building for public use, modernizes the building to better fit with the Americans with Disabilities Act, and fixes security issues.
- **Quincy & Portola new public bathroom flooring:** The public bathrooms have faced repeated water damage over the years, which has warped the floors to create safety/trip hazards as well as leaves an opening for potential underfloor damage which will require long-term and expensive repair.
- **Portola HVAC unit (replacement of unit):** We have already replaced two of three HVAC units needed at the Portola library due to the heat exchanger getting a crack that pushes the exhaust throughout the building rather than venting outside. The third unit is likely to have the same problem due to the age of the unit; replacing the last unit will provide relief for at least several years. We have had multiple years of issues getting the building and meeting room to the correct temperature, especially during snow and high temperature months, which is both a safety concern for patrons and staff and can potentially lead to other building damage that will need to be fixed.
- **Portola windows:** Currently, the windows have leaks that cost money to continually combat in heating/cooling the building.

Action:

This grant provides a perfect opportunity to off-set costs for necessary and critical repair at both library branches. Structural maintenance is also always cheaper when proactively addressing issues, all of which are long-standing concerns, as each project is likely to just increase in expenses and in new potential related required repairs if work is continually put off. While this grant or similar others may be available in the future, the current grant as it stands is not considered an annual grant we can apply for, and the available matching funding to decrease county costs is a unique and promising opportunity.

Fiscal Impact:

The grant requires a dollar-for-dollar local match. We are eligible but may not be granted the Level 2 LIPC match reduction of 75%, which would only require us to match 25% of the total funds we receive from the grant. Match funds are expended at the same rate as grant funds for all projects. The final costs for this project will depend on how much funding is approved in the grant award. Based on the grant award, we will be able to minimize requested projects to decrease total costs for the full project list if necessary.

(Please see the attached Building Forward Library Facilities Improvement Program Grant – Fiscal Impact Chart for a more detailed cost breakdown of each project.)

The sub-applications are entered in separately based on facility and each application includes a 10% contingency set aside.

Attachments:

1. Building Forward Library Facilities Improvement Program Grant – Fiscal Impact Chart 2
2. Building Forward Grant Resolution

Building Forward Library Facilities Improvement Program Grant – Fiscal Impact Chart

Project	Quincy – ADA doors (both entrances)	Quincy – new public bathroom flooring	Portola – HVAC unit updated	Portola – windows updated	Portola – new flooring for the bathrooms	Totals
Fiscal Year expenditures would fall under	23/24FY	23/24FY	23/24FY	24/25FY	24/25FY	
Assumed cost/grant award	$50,000	$6,100	$10,000	$65,000	$10,000	$141,100
Totals per FY	*23/24FY: $66,100*			*24/25FY: $75,000*		
County Portion (if we receive the 75% reduction)	$10,000	$1,220	$2,000	$13,000	$2,000	$28,220
Totals per FY	*23/24FY: $13,220*			*24/25FY: $15,000*		
County Portion (if we're required to do a dollar-to-dollar match.)	$25,000	$3,050	$5,000	$32,500	$5,000	$70,550
Totals per FY	*23/24FY: $33,050*			*24/25FY: $37,500*		

The sub-applications are entered separately based on facility and include a 10% contingency set aside per application.

	Quincy	Portola
Assumed 10% Contingency	$5,610	$8,500
County Portion (75% Reduction)	$1,122	$1,700
County Portion (dollar-to-dollar match)	$2,805	$4,250

RESOLUTION NO. 23-_____

A RESOLUTION OF THE COUNTY LIBRARIAN AUTHORIZING THE GRANT APPLICATION, ACCEPTANCE, AND EXECUTION OF THE GRANT FUNDS FROM THE STATE OF CALIFORNIA FOR THE BUILDING FORWARD LIBRARY FACILITIES IMPROVEMENT PROGRAM

WHEREAS, the Legislature and Governor of the State of California have provided funds for the program shown above; and

WHEREAS, the California State Library has been delegated the responsibility for the administration of this grant program, establishing necessary procedures; and

WHEREAS, said procedures established by the California State Library require a resolution certifying the approval by the potential grantee's governing board either before submission of said application(s) to the State or prior to execution of the grant agreement; and

WHEREAS, the County Librarian, if selected, will enter into an agreement with the State of California to carry out the project;

WHEREAS, the County Librarian proposes to implement the Building Forward Library Facilities Improvement Program;

WHEREAS, the County Librarian has the legal authority and is authorized to enter into a funding agreement with the State of California; and

WHEREAS, the County Librarian intends to apply for grant funding from the California State Library for the Building Forward Library Facilities Improvement Program;

THEREFORE, BE IT RESOLVED by the County Librarian, with acknowledgement of Plumas County Library, as follows:

1. That pursuant and subject to all of the terms and provisions of the California Budget Act, the County Librarian is hereby authorized and directed to prepare and file an application for funding with the California State Library, and take such other actions necessary or appropriate to obtain grant funding.

2. The County Librarian is hereby authorized and directed to execute the funding agreement with the California State Library and any amendments thereto.

3. The County Librarian is hereby authorized and directed to submit any required documents, funding requests, and reports required to obtain grant funding.

4. Certifies that the project will comply with any laws and regulations including, but not limited to, the California Environmental Quality Act (CEQA), legal requirements for building codes, health and safety codes, the California Labor Code, disabled access laws, and, that prior to commencement of the project, all applicable permits will have been obtained; and,

PASSED AND ADOPTED by the Board of Supervisors of the County of Plumas, State of California, at a regular meeting of said Board Meeting held on the 16th day of May, 2023, by the following vote:

AYES:

NOES:

ABSENT:

_____
Chair, Board of Supervisors

ATTEST:

_____
Clerk of the Board of Supervisors

Approved as to form:

Joshua Brechtel
Deputy County Counsel

PLUMAS COUNTY
LIBRARY DEPARTMENT
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Lindsay Fuchs, County Librarian**
MEETING DATE:	**June 6, 2023**
SUBJECT:	**Approve the MOU with Plumas Unified School District to continue to operate the Greenville Library out of the Greenville High School for 23/24FY; approved as to form by County Counsel.**

Recommendation:
Approve the MOU with Plumas Unified School District to continue to operate the Greenville Library out of the Greenville High School for 23/24FY

Background and Discussion:
Plumas County Library is committed to providing direct library services to the Greenville and surrounding areas post-Dixie Fire. One of the short-term steps was using a standing location to operate the library out of the area until a more permanent solution such as the bookmobile. We originally used a classroom out of the Greenville Elementary School with PUSD approval. That agreement ended May 31, 2022 so PUSD could prepare for the 22/23FY school year. PUSD approved moving the Library to a new classroom on their High School campus for the next fiscal year and we began using the new room on June 4, 2022. Due to safety concerns as students started on their campus with the new school year, PUSD requested the Library refrain from being open during school hours, which end at 3:30pm. Per Board approval and adoption of Resolution 22-8730 to establish county office hours for the Library, on Sept 8, 2022 the Library switched to its current schedule of Tuesdays – Thursdays from 3:30pm-7:30pm and Saturdays from 11am-3pm. The current MOU is set to expire on August 31, 2023. Our current estimated delivery date for the bookmobile will be in the first quarter of 2024.

Action:

Approve the MOU with Plumas Unified School District to continue to operate the Greenville Library out of the Greenville High School for 23/24FY

Fiscal Impact:

This MOU covers the possibility of renting the classroom for the full 23/24 fiscal year based on the current schedule and rent rate at $4,080. However, we expect the delivery of the bookmobile to be completed by the first quarter of 2024.

Attachments:
1. PUSD MOU - Greenville HS, 23-24FY

MEMORANDUM OF UNDERSTANDING
BETWEEN
PLUMAS COUNTY LIBRARY
AND
PLUMAS UNIFIED SCHOOL DISTRICT

This Memorandum of Understanding (hereinafter MOU) is made by and between the Plumas County Library Department (hereinafter referred to as LIBRARY) and Plumas Unified School District (hereinafter referred to as PUSD).

WHEREAS, PUSD provides the location to the LIBRARY.

WHEREAS, LIBRARY operates as a library using the location of the Greenville High School (117 Grand St. Greenville CA 95947) Classroom 402 and access to the bathrooms nearby. There is no use of the kitchen allowed.

NOW, THEREFORE, IT IS HEREBY MUTUALLY AGREED AS FOLLOWS:

A. Responsibilities of Plumas Unified School District

1. PUSD provides the location for the Library and access to the bathrooms outside of the Library. They will allow use of general furniture such as tables and chairs. Access to the location is only available to the public after school hours (which start at 3:30pm) and on weekends during the school year. The Library employee Courier or the staff member acting as the Courier is granted access to the campus during school hours to perform Courier related services on behalf of the Library. The Library staff member opening Greenville Library on school days is allowed access on the campus earlier than 3:30pm to perform opening duties for the Library.

2. PUSD will provide a key to Library personnel.

3. PUSD is responsible for all custodial duties, including cleaning and stocking the communal restrooms, and removal of garbage, when school is in session, unless PUSD covers custodial duties during summer months.

B. Responsibilities of the Library

1. LIBRARY operates their Library, including circulation duties, programming, and other related library services.

2. LIBRARY will provide staff. All Library personnel are hired by the County and have therefore completed LiveScan background checks, reference checks, and HR/Risk Management orientation.

3. LIBRARY will provide any additional furniture required. (There is limited furniture available.) LIBRARY will not do any alterations to the facility without the prior permission and express written consent of PUSD. LIBRARY with permission from PUSD may borrow furniture from PUSD, to be returned when requested by PUSD.

4. LIBRARY will provide hot spots for WiFi access, laptops for computer use, and any other technical devices. PUSD does not have WiFi or telecommunications available at the Greenville campus at this time.

5. LIBRARY will follow all County and State requirements related to COVID-19, such as mask mandates.

6. LIBRARY is responsible for all custodial duties, including cleaning and stocking the communal restrooms, and removal of garbage, when school is not in session, unless PUSD covers custodial duties during summer months.

7. LIBRARY will be required to submit a Certificate of Insurance to Patty McCutcheon, with Plumas Unified School District named as additionally insured, with liability limits of no less than $1,000,000.00.

8. PUSD assumes no liability, and LIBRARY is responsible for ensuring the safety of their staff and patrons inside the classroom.

C. Mutual Responsibilities.

1. PUSD and LIBRARY have permission to promote this collaboration on social media and website platforms, as well as in newspapers.

2. Tenant will not do any alterations to the facility without the prior permission and express written consent of PUSD.

3. Each party shall defend, indemnify, hold the other party, its officers, employees and agents harmless from any and all liability, loss, or expense including reasonable attorneys' fees or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expenses, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the indemnifying party, its officers, agents, volunteers, or employees.

D. Compensation.

Utility costs will be $20 per day, per room used. LIBRARY will submit payment to PUSD by the 15th of the month, for the prior month's occupancy, with the room number and dates used. The total amount paid by Library to

PUSD under this Agreement shall not exceed Four thousand, five hundred Dollars ($4,500.00).

E. Effective Date.

This Agreement is effective September 1, 2023 through August 31, 2024. Prior agreements are null and void effective with the execution of this agreement as evidenced by the signatures below. Each party may terminate this agreement by providing a 30-day written notice. The parties agree to periodically review the terms prescribed in this agreement to assure that it remains consistent with each agency's policies, practices and regulations. Any modification will occur upon mutual review and by mutual consent.

IN WITNESS WHEREOF the parties hereto have executed this Agreement on this

_____day of _____.

Plumas Unified School District

By:_____
Name: William Roderick
Title: Superintendent, PUSD
Date signed: _____

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

By:_____
Dwight Ceresola
Chair, Board of Supervisors
Date signed: _____

ATTEST:

By:_____
Heidi White
Clerk of the Board

Approved as to form:

_____ 3/24/2023
Joshua Brechtel
Deputy County Counsel

PLUMAS COUNTY
PUBLIC HEALTH AGENCY
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Audrey Rice, Administrator Assistant II**
MEETING DATE:	**June 6, 2023**
SUBJECT:	**Adopt RESOLUTION authorizing the Director of Public Health to sign and accept Older Californians Nutrition Program (ONCP) Grant funds in the amount of $85,882.00, and execute ONCP Grant Agreements for Fiscal Year 2023-2024; approved as to form by County Counsel; discussion and possible action. Roll call vote**

Recommendation:
Authorize the Director of Public Health to sign an agreement for federal and state ONCP grants, and to execute ONCP Agreements for Fiscal Year 2023-2024.

Background and Discussion:
Chico State Enterprises, pursuant to the California Department of Aging Award, IF2223-03(Prime), will provide a grant of up to $85,882.00 from a variety of state and federal funding sources.

Meals (1 Meal): to an eligible client or other eligible participant, of a meal which complies with the Dietary Guidelines for Americans (as published by the Secretaries of the Department of Health and Human Services and the United States Department of Agriculture), and provides a minimum of 33-1/3 percent of the current daily Recommended Dietary Intake(RDI), as established by the Food and Nutrition Board of the National Research Council of the National Academy of Sciences.

This extra funding will provide a mixture of 2,530 congregate meals at nutrition sites in Plumas County as well as 8,982 home-delivered meals in Plumas County from January 1,2023 through December 31,2023. The total compensation for both congregate and home delivered meals shall not exceed $85,882.00. $18,875 for congregate and $67,007 for home delivered meals.

Action:

Adopt a Resolution authorizing the Director of Public Health to sign and accept Older Californians Nutrition Program (ONCP) Grant funds in the amount of $85,882.00, and execute ONCP Grant Agreements for Fiscal Year 2023-2024.

Fiscal Impact:

None

Attachments:
1. 23-270 FINAL
2. 23-270 subaward FINAL
3. 23-270 Attachment H IF-2223-03
4. 23-270 OARR Nutrition 3C1-3C2 RFF
5. 23-270 OARR Nutrition Budget template

RESOLUTION NO. 23-_____

RESOLUTION AUTHORIZING THE DIRECTOR OF PUBLIC HEALTH TO: (1) ACCEPT OLDER CALIFORNIANS NUTRITION PROGRAM (OCNP) GRANT FUNDS, AND (2) EXECUTE OLDER CALIFORNIANS NUTRITION PROGRAM (OCNP) AGREEMENTS FOR FISCAL YEAR 2023-2024.

WHEREAS, Chico State Enterprises, pursuant to the California Department of Aging Award, IF-2223-03 (Prime), will provide a grant of up to $85,882 from a variety of state and federal funding sources; and,

WHEREAS, Chico State Enterprises requires the Board of Supervisors to adopt a resolution authorizing a signer in order to receive the grant monies and execute the grant agreements;

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

1. Authorize the Director of Public Health to sign this agreement for federal and state OCNP grants

2. Authorize the Director of Public Health to accept the allocation of any and all federal and state OCNP grant funds for nutrition services.

3. Authorize the Director of Public Health to execute any and all OCNP Grant Agreements and other documentation necessary to apply for and accept federal and state OCNP funds for nutrition services, subject to approval as to form by Plumas County Counsel.

4. Authorize the Director of Public Health to execute any and all documents necessary to effectuate such transfers or entitlements, subject to approval as to form by the Pumas County Counsel

The forgoing Resolution was duly passed and adopted by the Board of Supervisors, County of Plumas, State of California, at a regular meeting of said Board held on the 16th day of May, 2023, by the following vote:

Ayes:

Noes:

Absent:

Abstain:

_____

Chair, Plumas County Board of Supervisors

Attest:

_____

Clerk, Plumas County Board of Supervisors

Approved as to form:

Joshua Brechtel
Deputy County Counsel

SUBAWARD

SUBAWARD NUMBER	AM. NO.
A23-0011-S004	**-**
SUBRECIPIENT IDENTIFICATION NUMBER	

THIS SUBAWARD, made and entered into in the State of California, by and between **Chico State Enterprises** , hereafter called Prime Recipient, and

SUBRECIPIENT'S NAME
County of Plumas ,hereafter called Subrecipient.

Prime Recipient has been awarded by the California Department of Aging **IF-2223-03**. Older Californians Nutrition Program (OCNP). Prime Recipient has identified Subrecipient to receive funds for the described purpose under the prime agreement.

Project Summary

Meals (1 meal): Provision, to an eligible client or other eligible participant, of a meal which complies with the Dietary Guidelines for Americans (as published by the Secretaries of the Department of Health and Human Services and the United States Department of Agriculture), and provides a minimum of 33-1/3 percent of the current daily Recommended Dietary Intake (RDI), as established by the Food and Nutrition Board of the National Research Council of the National Academy of Sciences.

The Term of this Subaward shall commence **1/1/2023** and will end **12/31/2023**.

1. Prime Recipient agrees to reimburse Subrecipient an amount not to exceed $**85,882**. $**18,875** for congregate and $**67,007** for home delivered meals.

This Subaward incorporates the following attachments:

Attachment A – Scope of Work (1 page)
Attachment C – Contact Information (1 page)
Attachment D – Terms & Conditions (2 page)
Attachment E – Insurance (certifications to be returned with signed agreement 1 page)
Attachment H – Prime Award (attached as a PDF)

This Subaward has been executed by the parties hereto, upon the date first above written.

PRIME RECIPIENT	**SUBRECIPIENT**
Chico State Enterprises	**County of Plumas**
BY (AUTHORIZED SIGNATURE) DATE	BY (AUTHORIZED SIGNATURE) DATE
PRINTED NAME AND TITLE OF PERSON SIGNING Mary Sidney Chief Executive Officer, CSE	PRINTED NAME AND TITLE OF PERSON SIGNING Dana Loomis
ADDRESS/E-MAIL 25 Main Street, Suite 203, CA 95928-5388 msidney@csuchico.edu	ADDRESS/E-MAIL 270 County Hospital Road, Ste 206, Quincy CA 95971 danaloomis@countyofplumas.com

AMOUNT ENCUMBERED BY THIS DOCUMENT	TOTAL AMOUNT ENCUMBERED TO DATE	PROJECT CODE
$85,882	$85,882	SP-73267-01, SP-73268-01

Approved as to form:
Joshua Brechtel
Deputy County Counsel

Attachment A
Scope of Work

A. SERVICE OBJECTIVES

Subrecipient shall provide the following services on a regular basis by the close of this Agreement on December 31, 2023:

(1) Meals (1 meal): Provision, to an eligible client or other eligible participant, of a meal which complies with the Dietary Guidelines for Americans (as published by the Secretaries of the Department of Health and Human Services and the United States Department of Agriculture), and provides a minimum of 33-1/3 percent of the current daily Recommended Dietary Intake (RDI), as established by the Food and Nutrition Board of the National Research Council of the National Academy of Sciences.

(2) Subrecipient will provide a mixture 2,530 congregate meals at nutrition sites in Plumas County as well as 8,982 home-delivered meals in Plumas County from January 1, 2023 through December 31, 2023.

B. REPORTING

(1) Subrecipient shall submit to the Agency the appropriate client information for the Older Adult Recovery and Resilience Quarterly Narrative Report available from Passages. Your first report is due April 15, 2023.

(2) Do not enter the client information in to GetCare. Only use the form provided by Passages.

(3) Performance by Subrecipients hall be measured against goals and objectives as set forth in this Agreement. Component objectives must remain above 85% of the projected year-to-date plan at the end of each consecutive month.

(4) For performance objectives falling below 85% of the contracted level of units of service, Subrecipient must submit a corrective action plan including a timetable as to when such corrective action will be taken to correct the problem.

(5) Subgrantees are required to meet all reporting and submittal deadlines. Any Subrecipient who cannot meet a deadline will be required to notify the A3AA prior to the deadline and provide specific information as to why. Any Subrecipient who fails to adhere to the specified reporting and submittal requirements may be required to submit a Corrective Action Plan to the A3AA for review and approval.

(6) Failure of Subrecipient to meet contractual performance standards and/or to adhere to the specified reporting and submittal requirements may also result in delay of payment of grant funds and/or ineligibility to be considered for the award of One-Time-Only funds.

C. COMPENSATION

(1) The total compensation for both congregate and home delivered meals to Subrecipient shall not exceed the maximum available funding of $85,882. $18,875 for congregate and $67,007 for home delivered meals.

(2) Invoices shall be submitted to Chico State Enterprises on the invoicing form provided by the 20th of each month.

Attachment B
Budget

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Attachment C
Contact Information

Prime Recipient Contacts		Subrecipient Contacts	
Administrative Contact		***Administrative Contact***	
Name:	Mary Neuman	Name:	DeLena Jones
Title:		Title:	
Address:	Passages Adult Resource Center 25 Main Street, Suite 202 Chico, CA 95928-5388	Address:	Plumas County 270 County Hospital Road, Ste 206 Quincy CA 95971
Telephone:	530-898-6758	Telephone:	530-283-6362
Fax:	530-898-4870	Fax:	530-283-6425
Email:	mneuman@csuchico.edu	Email:	delenajones@countyofplumas.com
Principal Investigator		***Project Director***	
Name:	Joseph Cobery	Name:	John Rix
Title:	Director	Title:	
Address:	Passages Adult Resource Center 25 Main Street, Suite 202 Chico, CA 95928-5388	Address:	Same as above
Telephone:	530-898-6758	Telephone:	530-283-3546
Fax:	530-898-4870	Fax:	530-283-6425
Email:	jcobery@csuchico.edu	Email:	johnrix@countyofplumas.com
Financial Contact		***Financial Contact***	
Name:	Skyler Gebhart	Name:	DeLena Jones
Title:	Grants/Contracts Analyst	Title:	
Address:	Chico State Enterprises 25 Main Street, Suite 103 Chico CA 95928-5388	Address:	Same as above
Telephone:	530-898-5829	Telephone:	See above
Fax:		Fax:	
Email:	sgebhart@csuchico.edu	Email:	delenajones@countyofplumas.com
Authorized Signatory		***Authorized Signatory***	
Name:	Mary Sidney	Name:	Dana Loomis
Title:	Chief Executive Officer	Title:	
Address:	Chico State Enterprises 25 Main Street, Suite 103 Chico CA 95928-5388	Address:	Same as above
Telephone:	530-898-6811	Telephone:	530-283-6342
Fax:		Fax:	530-283-6425
Email:	msidney@csuchico.edu	Email:	danaloomis@countyofplumas.com

Attachment D
Terms and Conditions

1. **Invoicing:** Subrecipient shall submit monthly invoices. Each invoice must be supported by complete receipts for all items and costs listed on the invoice.

2. **Modification:** Any modifications of the terms and/or conditions of this Subaward shall be made in written agreement by both parties.

3. **Independent Entity:** Subrecipient is an independent entity, not an employee of Prime Recipient, however, the work or services to be provided by Subrecipient shall be provided in a manner consistent with reaching Prime Recipient's objectives in entering this Subaward.

4. **Confidentiality**: During the term of this Agreement, and for a period of five (5) years following the termination hereof, each party shall exercise reasonable care to maintain in confidence all confidential information disclosed by the other party pursuant to this Agreement ("Confidential Information"), but only to the extent: (a) if disclosed in writing, such confidential information is marked as confidential when disclosed; or (b) if disclosed orally, such confidential information is identified as confidential at the time of disclosure and confirmed in writing within thirty (30) days after the oral disclosure. The receiving party shall not use, disclose, or grant the use of the Confidential Information except on a need---to---know basis to those directors, officers, employees, agents, and permitted assignees, to the extent such disclosure is reasonably necessary in connection with the provision of Services under this Agreement. Before disclosure, the receiving party shall obtain the written agreement of any such person who is not otherwise bound by fiduciary obligations to hold in confidence and not make use of the Confidential Information for any purpose other than those permitted by this Agreement.

   The limitations on use and the nondisclosure obligations contained in this Agreement shall not apply to the extent that: (a) the receiving party is required to disclose the Confidential Information by law, order or regulation of a governmental agency or a court of competent jurisdiction, provided that, time permitting, the receiving party shall provide written notice thereof to the disclosing party; or (b) the receiving party can demonstrate by written records that: (i) the information was public knowledge at the time of disclosure, or thereafter became public knowledge, other than as a result of acts in violation hereof; (ii) the information was rightfully known by the receiving party prior to the date of disclosure; (iii) the information was disclosed to the receiving party on an unrestricted basis from a third party not under a duty of confidentiality to the disclosing party; or, (iv) the information was independently developed by employees or agents of the receiving party without access to or use of the Confidential Information.

5. **Indemnification:** Each party agrees to defend, indemnify and hold harmless the other party, its officers, employees and agents from and against any and all liability, loss, expense, attorney's fees, or claims for injury or damages arising out of the performance of this subaward, but only in proportion to and to the extent such liability, loss, expense, attorney's fees or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the indemnifying party, its officers, agents or employees. Chico State Enterprises, as the indemnified party, shall also include California State University, Chico, The Trustees of the CSU, and the State of California.

6. **Liability for Breach of Contract:** During the Subaward, either party that has difficulty in fulfilling the terms and conditions of the Subaward shall carefully solve it through negotiation. If both parties fail to reach consensus, the default party shall assume responsibility for compensation. The specific compensation plan shall be negotiated by both parties or be solved through civil action in accordance with the state related laws and regulations. The litigation shall be governed by the people's court at the location of the non-default party.

7. **Insurance: See** Attachment E, Specific Insurance Requirements

8. **Controlling Law Venue:** This contract is made and entered into in the County of Butte, State of California. The validity of this contract, its construction, interpretation, and enforcement, and the rights of the parties hereto shall be interpreted in accordance with the laws of the state of California. The parties agree that all actions or proceedings arising in connection with this agreement shall be brought and litigated exclusively in courts with jurisdiction over the County of Butte.

9. **Termination:** This Subaward may be terminated for the following reasons:
    A. Immediately for cause if either party violates any of the terms or provisions of this Subaward; or
    B. By either party without cause upon 30 days written notice of termination.

10. **Partial Invalidity**: If any provision of this Subaward is held to be invalid, void, or unenforceable, the remainder of the provision and/or provisions shall remain in full force and effect and shall not be affected or invalidated.

11. **Audit:** Subrecipient agrees that, Prime Recipient, the awarding agencies, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to audit and/or review, and copy any records and supporting documentation pertaining to the performance of this Subaward if it exceeds $10,000. The Subrecipient agrees to maintain such records for possible audit for a minimum of seven (7) years after final payment, unless a longer period of record retention is stipulated in Exhibit D of the prime award. If any litigation, claim, or audit begins prior to the expiration of the retention period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved and final action taken. Subrecipient agrees to refund to the Prime Recipient any amounts claimed for reimbursement and paid to Subrecipient which are later disallowed after audit or inspection of records.

12. **Force Majeure**: Neither party is liable or responsible to the other party, or has defaulted under or breached this Contract, for failure or delay in fulfilling or performing any obligation to the extent that, and for so long, as such failure or delay is caused by or results from causes beyond the reasonable control of the affected party including but not limited to fires, earthquakes, floods, embargoes, wars, acts of war (whether war is declared or not), insurrections, riots, civil disturbances, strikes, lockouts, or other labor disturbances, acts of God, or any acts, omissions, or delays in acting by any governmental authority or the other party.

13. **Prime Award:** The terms and conditions of the Prime Award are incorporated into this subaward by this reference. All references to Chico State Enterprises and its variants, School, Awardee, Grantee, Recipient, etc. in the Prime Award shall mean the Subrecipient. Prime Award shall be included as referenced in Attachment H. In the event of any conflict, contradiction, or ambiguity between terms and conditions of this subaward and the Prime Award, then the terms of this subaward shall prevail.

Attachment E
Insurance

14. Subrecipient, at its own cost, agrees to maintain, for the duration of this Subaward: Workers' Compensation Insurance and Employer's Liability Insurance for its employees in accordance with the laws of the State of California; general liability insurance in an amount of not less than $1,000,000 per occurrence for bodily injury, personal injury, and property damage; automobile liability insurance covering bodily injury and property damage for all activities of the Subrecipient arising out of or in connection with the work to be performed under this Subaward, including coverage for owned, hired, and non-owned vehicles, in an amount of not less than $1,000,000; and Professional Liability of $1,000,000 aggregate. The insurance certificates and/or documentation are to be submitted with the signed agreement.

Attachment H
Prime Award

PRIME AWARD IS INCLUDED AS A SEPARATE PDF ATTACHMENT

DocuSign Envelope ID: 1DC9C07F-E804-4EF7-ACE5-011B2C10FC2C

STATE OF CALIFORNIA

STANDARD AGREEMENT

STD 213 (Rev 02/20)

AGREEMENT NUMBER	
IF-2223-03	
STATE CONTROLLER'S OFFICE IDENTIFIER	REGISTRATION NUMBER
4170-IF222303	

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

STATE AGENCY'S NAME

California Department of Aging, hereinafter referred to as "State"

CONTRACTOR'S NAME

Chico State Enterprises, hereinafter referred to as "University"

2. The term of this Agreement is: July 1, 2022 through December 31, 2024

3. The maximum amount of this Agreement is: $ 1,030,140.00 One million thirty thousand one hundred forty and 00/100 dollars

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

Exhibit A – A8: A–Scope of Work; A1–Deliverables; A2–Key Personnel; A3–Authorized Representatives; A4–Use of Intellectual Property & Data; A5–Resumes/Biosketch; A6–Current & Pending Support; A7-Third Party Confidential Information (if applicable); A8-Assurances Specific To This Agreement	22 pages
Exhibit B – B–Budget; B1–Budget Justification; B2– Subawardee Budgets (if applicable); B3–Invoice Elements; B4–Additional Payment Provisions	13 pages
Exhibit C* – University Terms and Conditions	UTC-220

Check mark additional Exhibits below, and attach applicable Exhibits or provide internet link:

☒ **Exhibit D** – Additional Requirements Associated with Funding Sources	30 pages
☒ **Exhibit E** – Special Conditions for Security of Confidential Information	3 pages
☒ **Exhibit F** – Access to State Facilities or Computing Resources	1 page
☒ **Exhibit G** – Negotiated Alternate UTC Terms	1 page

Items shown with an Asterisk (*) are hereby incorporated by reference and made part of this agreement as if attached hereto. You can find these documents on the University of California, Office of the President and the California Department of General Services websites.

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

CONTRACTOR

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

Chico State Enterprises

BY *(Authorized Signature)*: DocuSigned by: Mary Sidney — DATE SIGNED *(Do not type)*: 9/1/2022

PRINTED NAME AND TITLE OF PERSON SIGNING

Mary Sidney, CEO

ADDRESS

25 Main Street, Suite 203, Chico CA 95928-5388

STATE OF CALIFORNIA

AGENCY NAME

California Department of Aging

BY *(Authorized Signature)*: DocuSigned by: — DATE SIGNED *(Do not type)*: 9/1/2022

PRINTED NAME AND TITLE OF PERSON SIGNING

Nate Gillen, Chief, Business Management Bureau

ADDRESS

2880 Gateway Oaks Drive, Suite 200, Sacramento, CA 95833

California Department of General Services Use Only

☒ Exempt per:
AG OP 80-111

DocuSign Envelope ID: 1DC9C07F-E804-4EF7-ACE5-011B2C10FC2C

Exhibit A – Scope of Work

Project Summary & Scope of Work

☒ Contract ☐ Grant

Does this project include Research (as defined in the UTC)? ☐ Yes ☒ No

PI Name: *Joseph Cobery, AAA Director*

Project Title: *IF-2223-03 Dignity at Home Fall Prevention / Older Californians Nutrition Program (OCNP) and Intergenerational Activities / Family Caregiver Support Program / Legal Assistance Services*

Project Summary/Abstract

Briefly describe the long-term objectives for achieving the stated goals of the project.

The project goal is to implement the following programs: Dignity at Home Fall Prevention, Older Californians Nutrition Program and Intergenerational Activities, Family Caregiver Support, and Senior Legal Services, in accordance with State and federal laws and regulations. Performance shall not be unilaterally reduced or otherwise changed without prior consultation with, and written approval of, the Department.

If Third-Party Confidential Information is to be provided by the State:

☐ Performance of the Scope of Work is anticipated to involve use of third-party Confidential Information and is subject to the terms of this Agreement; ***OR***

☐ A separate CNDA between the University and third-party is required by the third-party and is incorporated in this Agreement as Exhibit A7, Third Party Confidential Information.

Scope of Work

Describe the goals and specific objectives of the proposed project and summarize the expected outcomes. If applicable, describe the overall strategy, methodology, and analyses to be used. Include how the data will be collected, analyzed, and interpreted as well as any resource sharing plans as appropriate. Discuss potential problems, alternative strategies, and benchmarks for success anticipated to achieve the goals and objectives.

ARTICLE I. PROGRAM DEFINITIONS

A. Definitions Specific to Dignity at Home Fall Prevention Program

1. **Assembly Bill No. 74 (A.B. 74)** of the State of California Budget Act of 2019, Chapter 23, Appropriation 4170-101-0001, Schedule 2, Provision 4, is the enabling legislation for the Dignity at Home Fall Prevention Program.

2. **Dignity at Home Fall Prevention Program** means a program that provides grants to Area Agencies on Aging (AAAs) to provide fall and injury prevention information, education, referral services, equipment, assessments, services, materials and labor costs to the eligible service population as stipulated in Section (3) below.

ARTICLE I. PROGRAM DEFINITIONS (continued)

3. **Eligible Service Population** means individuals who are sixty (60) years of age and who are at risk of falling or institutionalization. [A.B.74].

4. **Program Requirements** means A.B. 74 program requirements found in the Budget Act of 2019 and California Department of Aging Program Memoranda.

5. **Purchased Fall Prevention Services** means a variety of services including: Injury prevention information, education, referral services, injury prevention equipment, and injury prevention assessments, services, materials and labor costs.

B. Definitions Specific to the Older Californians Nutrition Program (OCNP) and Intergenerational Activities

1. **Adult** means an individual between eighteen (18) years and sixty (60) years old.

2. **Child** means an individual under eighteen (18) years old.

3. **Eligible Population** means older individuals sixty (60) years of age or older, with emphasis on those in greatest economic and social need with particular attention to low-income minority older individuals, older individuals with Limited English Proficiency (LEP), and older individuals residing in rural areas. [Older Americans Act (OAA) § 305 (a)(2)(E); 22 CCR 7125, 7127, 7135]

   a. Individuals eligible to receive a meal at a congregate nutrition site shall include the following:

      i. Any older individual.

      ii. The spouse of any older individual.

      iii. A person with a disability, under age sixty (60) who resides in housing facilities occupied primarily by older individuals at which congregate nutrition services are provided.

      iv. A disabled individual who resides at home with and accompanies an older individual who participates in the program.

      v. A volunteer under age sixty (60), if doing so will not deprive an older individual sixty (60) or older of a meal. [CCR 7636.9(b)(3); CCR 7638.7(b); and OAA 339(H)]

ARTICLE I. PROGRAM DEFINITIONS (continued)

b. Individuals eligible to receive a home-delivered meal are individuals who are:

i. Frail as defined by 22 CCR 7119, homebound by reason of illness or disability, or otherwise isolated. (These individuals shall be given priority in the delivery of services.)
[45 Code of Federal Regulations (CFR) 1321.69(a)].

ii. A spouse of a person defined in 22 CCR 7638.7(c)(2), regardless of age or condition, if an assessment concludes that is in the best interest of the homebound older individual.

iii. An individual with a disability who resides at home with older individuals, if an assessment concludes that it is in the best interest of the homebound older individual who participates in the program.

4. **Intergenerational Activities** means efforts related to the planning, development, and implementation of activities and programs that bring participants of the Older Californians Nutrition Program (OCNP) together with children or adults. Mutually beneficial intergenerational activities promote greater understanding and respect between generations and also strengthen older adult's recovery and resilience from the isolation and health impacts from the COVID-19 pandemic.

5. **Older Californians Nutrition Program** means the Title III C-1 Congregate Nutrition Services and Title III C-2 Home-Delivered Nutrition Services.

6. **Title III C-1 (Congregate Nutrition Services)** means nutrition services for older individuals in a congregate setting. Services include meals, nutrition and health promotion education, health promotion programs, nutrition risk screening, and opportunities for socialization. Each meal shall provide one-third (1/3) of the Dietary Reference Intakes (DRI) and comply with the most current Dietary Guidelines for Americans (DGA). To be an eligible Title III C-1 congregate nutrition site, the site must meet all of the following criteria: [22 CCR 7638.7(a)]

a. Be open to the public. [45 CFR 1321.53(b)(3)]

b. Not means test. [OAA § 315(b)(3)]

c. Provide participants the opportunity to make voluntary contributions and not deny service for not contributing to the cost of the service. [OAA § 315(b)(4); 22 CCR 7638.9]

d. Not receive funds from another source for the cost of the same meal, equipment, or services. [2 CFR 200.403(f); 45 CFR 75.403(f)]

ARTICLE I. PROGRAM DEFINITIONS (continued)

7. **Title III C-2 (Home-Delivered Nutrition Services)** means nutrition services provided to homebound older individuals including meals, nutrition and health promotion education, and nutrition risk screening. Each meal shall provide one-third (1/3) of the DRI and comply with the most current DGA. [22 CCR 7135, 22 CCR 7638.7(c)]

C. Definitions Specific to Family Caregiver Support Program (FCSP)

1. **Caregiver Assessment** means a defined process of gathering information to identify the specific needs, barriers to carrying out caregiving responsibilities, and existing supports of a family caregiver or older relative caregiver, as identified by the caregiver involved, to appropriately target recommendations for support services described in section 373(b). Such assessment shall be administered through direct contact with the caregiver, which may include contact through a home visit, the Internet, telephone, or teleconference, or in-person interaction. [OAA §372(a)(1)]

2. **Child** means an individual who is not more than eighteen (18) years of age. [OAA § 372(a)(2)]

3. **Eligible Service Population for FCSP** means an adult family member, or another individual, who is an informal provider of in-home and community care to an older individual or to an individual of any age with Alzheimer's disease or a related disorder with neurological and organic brain dysfunction. [OAA § 302(3)]

4. **Older relative caregiver** means a caregiver who is -

   a. Age 55 or older; and

   b. Lives with, is the informal provider of in-home and community care to, and is the primary caregiver for, a child or an individual with a disability;

   c. In the case of a caregiver for a child--

      i. Is the grandparent, step grandparent, or other relative (other than the parent) by blood, marriage, or adoption, of the child;

      ii. Is the primary caregiver of the child because the biological or adoptive parents are unable or unwilling to serve as the primary caregivers of the child; and

      iii. Has a legal relationship to the child, such as legal custody, adoption, or guardianship, or is raising the child informally

ARTICLE I. PROGRAM DEFINITIONS (continued)

d. In the case of a caregiver for an individual with a disability, is the parent, grandparent, or other relative by blood, marriage, or adoption, of the individual with a disability.
[OAA § 372(a)(3)]

5. **Individual with a disability-** The term "individual with a disability" means an individual with a disability, as defined in Section 3 of the Americans with Disabilities Act of 1990 (42 U.S.C. 12102), who is not less than age 18 and not more than age 59. [OAA § 372(a)(3)]

6. **Priority Services for FCSP** means services provided to:

a. Caregivers who are older individuals with greatest social need, and older individuals with greatest economic need (with particular attention to low-income older individuals)

b. Older relative caregivers of children with severe disabilities, or individuals with disabilities who have severe disabilities. [OAA§373(c)(2)(A-B)]

c. Family caregivers who provide care for individuals with Alzheimer's disease and related disorders with neurological and organic brain dysfunction. [OAA § 372(b)]

7. **Program Requirements** means Title III program requirements found in the OAA [42 USC 3001-3058]; [45 CFR 1321]; the California Code of Regulations [22 CCR 7000 et seq.]; and CDA Program Memoranda, and California Retail Food Code (CRFC).

D. Definitions Specific to Senior Legal Services Program

1. **Legal Assistance** (a) means legal advice and representation provided by an attorney to older individuals with economic or social needs; and (b) includes – (i) to the extent feasible, counseling or other appropriate assistance by a paralegal or law student under the direct supervision of an attorney; and (ii) counseling or representation by a nonlawyer where permitted by law. See 42 U.S.C. § 3002(33). Direct legal assistance may be provided face-to-face, by telephone, or by electronic communication and includes, but is not limited to, advice and consultation, litigation, administrative representation, brief services, preparing legal documents and pro se assistance.

2. **Eligible Service Population** means individuals sixty (60) years of age or older, with emphasis on those in greatest economic and social need with particular attention to low-income minority older individuals, older individuals with Limited English Proficiency (LEP), and older individuals residing in rural areas. [OAA § 305 (a)(2)(E); 22 CCR 7119, 7125, 7127, 7130, 7135 and 7638.7]

ARTICLE I. PROGRAM DEFINITIONS (continued)

3. **Target Populations** specific to Senior Legal Services are older individuals with the greatest economic and social need, with particular attention to low-income individuals, low-income minority individuals, older individuals residing in rural areas, with limited English proficiency, with severe disabilities (physical and/or mental), isolated because of sexual orientation or gender identity, at risk for institutional placement, or other isolated older individuals. [45 CFR 1321.71(c)(5)]

4. **Priority Legal Issues-** Area agencies on aging shall give priority to legal assistance related to income, health care, long-term care, nutrition, housing, utilities, protective services, defense of guardianship, abuse, neglect, and age discrimination. [OAA 307.11(E)]

ARTICLE II. SCOPE OF WORK – Dignity at Home Fall Prevention Program

A. The Contractor shall provide the following programmatic services to eligible individuals:

1. Information and education about injury prevention to older adults and persons with disabilities.

2. Referrals and provision of fall and injury prevention resources in eligible individuals' local communities.

3. In-home environmental assessments.

4. Instruction on behavioral, physical and environmental aspects of injury prevention.

B. The Contractor shall purchase injury prevention equipment, services, materials and labor costs for homeowners and renters who meet eligibility requirements established pursuant to Exhibit A, Article II, Section (E) of this Agreement. Equipment, materials and services covered under the program shall include, but not be limited to the following:

1. Grab bars, nonskid surfaces, toilet seat risers, shower seats, and transfer benches.

2. Indoor and outdoor handrails and threshold modifications (e.g., ramps).

3. Reconfiguration of furniture and other elements of the physical home environment to reduce hazards.

4. Improved lighting including light fixtures, lamps and night lights.

5. Medication management items (e.g., pill organizers).

6. Licensed electrician services (i.e., electrical outlets installed by a licensed electrician when necessary to properly place wires that present a trip hazard).

ARTICLE II. SCOPE OF WORK – Dignity at Home Fall Prevention Program (Continued)

7. Unsafe flooring repair (e.g., fixing broken/uneven steps or replacing worn carpet/tread).

C. To carry out the responsibilities of this Agreement, Contractor shall subcontract with local nonprofit or for-profit agencies that are experienced in injury prevention and home safety services, including, but not limited to, medical providers and hospital systems, independent living centers, and home modification providers. Contractors subcontracting with a for-profit entity are subject to the provisions in Exhibit D, Article V. Subcontracts, Section (I).

D. Participant eligibility for the Dignity at Home Fall Prevention Program shall be limited to those who meet all the following requirements:

1. Individuals with disabilities or persons 60 years of age and older.

2. The older adult or person with a disability has fallen, is at risk for falling, or is at risk for institutionalization.

E. The Contractor shall perform the following tasks to ensure the integrity of the Dignity at Home Fall Prevention Program:

1. Submit a one-page description of your fall prevention program for any newly participating Contractors or an updated one-page description of your fall prevention program for all continuing Contractors.

2. Conduct an intake with each potential program participant to determine eligibility for purchased fall prevention services.

3. Collect and maintain program data for reporting (e.g., number of completed assessments, number of clients served, fall prevention equipment purchased, number of in-home assessments performed, quality assurance data and other forms of programmatic data.)

4. Administer program evaluation and quality assurance tools, which may include but are not limited to, client satisfaction surveys and questionnaires.

5. Conduct outreach to ensure the maximum number of eligible individuals participate in the program.

6. Generate monthly expenditure reports and quarterly programmatic reports as required by the State.

ARTICLE III. SCOPE OF WORK – OCNP and Intergenerational Activities

A. The Contractor shall provide the following:

1. Provide meals in accordance with the OAA and California Code of Regulations (CCR).

2. This Contract shall promote and maintain high standards of food safety and sanitation as required by the California Retail Food Code.

3. Conduct services and activities that support the goal to provide more meals to more older adults and/or the goal to pursue and conduct intergenerational activities for the purpose of connecting older adults with children/adults in conjunction with the OCNP. Examples of intergenerational activities include, but are not limited, the following:

   a. Development or maintenance of partnerships and collaborative efforts with programs serving children to foster intergenerational connections between older adults and children;

   b. Planning, development, or implementation of shared sites with programs serving meals to children to promote intergenerational meal programs;

   c. Planning, development, or implementation of intergenerational cooking demonstrations or classes;

   d. Planning, development, or implementation of shared garden site and intergenerational gardening activities;

   e. Virtual or in-person intergenerational social activities related to the C-1 or C-2 program;

   f. Virtual or in-person adult lunch companion for C-2 participants.

4. OARR funding may be used to provide meals for participants in activities that support intergenerational connections, however, OARR funding may not supplant funds that would otherwise be available for other nutrition programs.

ARTICLE IV. SCOPE OF WORK – Family Caregiver Support Program (FCSP) Activities

A. The Contractor shall provide the following FCSP service categories to eligible individuals [OAA 373(b)]:

1. Information Services

2. Access Assistance

ARTICLE IV. SCOPE OF WORK – Family Caregiver Support Program (FCSP) Activities (Continued)

3. Support Services

4. Respite Care

5. Supplemental Services

B. The Contractor shall ensure FCSP services are compliant with all OAA and CCR requirements.

ARTICLE V. SCOPE OF WORK – Senior Legal Services Program

A. The Contractor shall:

1. Make legal assistance available and accessible, at no cost, throughout the PSA to the targeted groups identified in the Area Plan.

2. AAAs shall give priority to legal assistance related to the following areas:

   a. Income.
   b. Health care.
   c. Long-term care.
   d. Nutrition.
   e. Housing.
   f. Utilities.
   g. Protective services.
   h. Defense of guardianship or conservatorship.
   i. Abuse.
   j. Neglect.
   k. Age discrimination.

3. Primary focus shall be the direct representation of older individuals in legal matters.

4. Include in its bid proposal the specific techniques to be used to make potential clients aware of the legal assistance that will be provided.

5. All attorneys providing legal assistance must be licensed and in good standing to practice law in the State of California and shall carry malpractice insurance. Legal assistance may be provided by law students or paralegals only under the direct and regular supervision of a licensed attorney.

ARTICLE V. SCOPE OF WORK – Senior Legal Services Program (Continued)

6. Funds received shall be used to maintain and/or increase the level of legal assistance furnished to older individuals. Funds shall not be used to supplant funds from other federal or non-federal sources.

Exhibit A1 - Deliverables

SCHEDULE OF DELIVERABLES

List all items that will be delivered to the State under the proposed Scope of Work. Include all reports, including draft reports for State review, and any other Deliverables, if requested by the State and agreed to by the Parties.

If use of any Deliverable is restricted or is anticipated to contain preexisting Intellectual Property with any restricted use, it will be clearly identified in Exhibit A4, Use of Preexisting Intellectual Property & Data.

Unless otherwise directed by the State, the University Principal Investigator shall submit all Deliverables to the State Contract Project Manager, identified in Exhibit A3, Authorized Representatives.

Deliverable	Description	Due Date
Data Reporting	Submit data reporting as required	As required
Fiscal documents	Submit monthly fiscal documents	as required
Original Budget	Submit original budget	As required
Budget revisions (amendments)	Submit revised budget	30 day after receipt of amended budget display
Final budget revisions (allocation transfers)	Submit revised budget allocation transfers	As required
Expenditure Report	Submit monthly expenditure reports	Monthly
Closeout Report	Submit closeout report on CDA 180	As required
Property Report	Submit a property inventory report on CDA 9024	As required
Fraud Reporting	Submit a written report of any incidents of alleged fraud and/or abuse by either the Contractor or subcontractors.	Immediately, upon discovery
Property Improvements	Submit a report detailing additions, improvements, and betterments to State assets	As needed
Request to Dispose of Property	Prior to disposing of state property, Contractor must submit a CDA 248 for approval.	As needed
Monitoring	Submit monitoring documentation as required	As required
Audit Reports	Submit an audit report	As required
Security Incident Report	Submit a security incident report	Immediately, upon discovery
Transition Plan	Submit a transition plan after Notice of Termination	As required

Exhibit A2 – Key Personnel

KEY PERSONNEL

List Key Personnel as defined in the Agreement starting with the PI, by last name, first name followed by Co-PIs. Then list all other Key Personnel in alphabetical order by last name. For each individual listed include his/her name, institutional affiliation, and role on the proposed project. Use additional consecutively numbered pages as necessary.

Last Name, First Name	Institutional Affiliation	Role on Project
PI:		
Cobery, Joseph	*Passages Adult Resource Center*	*AAA Director*
Co-PI(s) – if applicable:		
Neumann, Mary	*Passages Adult Resource Center*	*AAA Deputy Director*
Other Key Personnel (if applicable):		

Exhibit A3 – Authorized Representatives

AUTHORIZED REPRESENTATIVES AND NOTICES

The following individuals are the authorized representatives for the State and the University under this Agreement. Any official Notices issued under the terms of this Agreement shall be addressed to the Authorized Official identified below, unless otherwise identified in the Agreement.

State Agency Contacts Agency Name: California Department of Aging (CDA)	**University Contacts** University Name: Chico State Enterprises (CSE)
Contract Project Manager (Technical) Name: Andrew Sachs, Chief Local Finance Bureau Address: CDA, Local Finance Bureau Financial Management Branch 2880 Gateway Oaks Drive, Suite 200 Sacramento, CA 95833 Telephone: (916) 931-1936 Fax: Email: Andrew.Sachs@aging.ca.gov	***Principal Investigator*** Name: Joseph Cobery Director Address: Passages Adult Resource Center 25 Main Street, Suite 103 Chico, CA 95928-5388 Telephone: (530) 898-6758 Fax: (530) 898-4870 Email: jcobery@csuchico.edu Designees to certify invoices under Section 14 of Exhibit C on behalf of PI: 1. <Name>, <Title>, <EmailAddress> 2. <Name>, <Title>, <EmailAddress> 3. <Name>, <Title>, <EmailAddress>
Authorized Official (contract officer) Name: Nate Gillen Chief Address: Business Management Bureau 2880 Gateway Oaks Drive, Suite 200 Sacramento, CA 95833 Telephone: (916) 931-1929 Fax: Email: nate.gillen@aging.ca.gov ***Send notices to (if different):*** Name: Sharan Singh AGPA, Contract Analyst Address: Business Management Bureau	***Authorized Official*** Name: Mary Sidney Chief Executive Officer Address: 25 Main Street, Suite 203 Chico, CA 95928-5388 Telephone: 530-898-6811 Fax: Email: msidney@csuchico.edu ***Send notices to (if different):*** Name: Joel Chan Contracts Officer Address: 25 Main Street, Suite 205 Chico, CA 95928-5388

2880 Gateway Oaks Drive, Suite 200 Sacramento, CA 95833 Telephone: (916) 898-9184 Fax: Email: sharan.singh@aging.ca.gov	Telephone: (916) 898-6621 Fax: (916) 898-6804 Email: jtchan@csuchico.edu
Administrative Contact Name: <Name> <Title> Address: <Department> <Address> <City,State,Zip> Telephone: <Telephone#> Fax: <Fax#, if available> Email: <EmailAddress>	***Administrative Contact*** Name: <Name> <Title> Address: <Department> <Address> <City,State,Zip> Telephone: <Telephone#> Fax: <Fax#, if available> Email: <EmailAddress>
Financial Contact/Accounting Name: Nicole Shimosaka Fiscal Management Branch Chief Address: CDA, Fiscal Management Branch 2880 Gateway Oaks Drive, Suite 200 Sacramento, CA 95833 Telephone: (916) 419-7520 Fax: Email: Nicole.Shimosaka@aging.ca.gov	***Authorized Financial Contact/Invoicing/Remittance*** Name: Skyler Gebhart Analyst Address: 25 Main Street, Suite 103 Chico, CA 95928-5388 Telephone: (530) 898-5829 Fax: (530) 898-6804 Email: sgebhart@csuchico.edu Designees for invoice certification in accordance with Section 14 of Exhibit C on behalf of the Financial Contact: 1. <Name>, <Title>, <EmailAddress> 2. <Name>, <Title>, <EmailAddress> 3. <Name>, <Title>, <EmailAddress>

Exhibit A4 – Use of Intellectual Property & Data

USE OF INTELLECTUAL PROPERTY & DATA

If either Party will be using any third-party or pre-existing intellectual property (including, but not limited to copyrighted works, known patents, trademarks, service marks and trade secrets) "IP" and/or Data with restrictions on use, then list all such IP/Data and the nature of the restriction below. If no third-party or pre-existing IP/Data will be used, check "none" in this section.

A. State: Preexisting IP/Data to be provided to the University from the State or a third party for use in the performance in the Scope of Work.

☒ None or ☐ List:

Owner (Name of State Agency or 3rd Party)	Description	Nature of restriction:

B. University: Restrictions in Preexisting IP/Data included in Deliverables identified in Exhibit A1, Deliverables.

☒ None or ☐ List:

Owner (Name of University or 3rd Party)	Description	Nature of restriction:

C. Anticipated restrictions on use of Project Data.
If the University PI anticipates that any of the Project Data generated during the performance of the Scope of Work will have a restriction on use (such as subject identifying information in a data set) then list all such anticipated restrictions below. If there are no restrictions anticipated in the Project Data, then check "None" in this section.

☐ None or ☐ List:

Owner (University or 3rd Party)	Description	Nature of Restriction:

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Exhibit A5 - RÉSUMÉ/BIOSKETCH

RÉSUMÉ/BIOSKETCH

Attach 2-3 page Resume/Biosketch for the PI and other Key Personnel listed in Exhibit A2, Key Personnel.

Not applicable to this Agreement

Exhibit A6 – Current & Pending Support

CURRENT & PENDING SUPPORT

University will provide current & pending support information for Key Personnel identified in Exhibit A2 at time of proposal and upon request from State agency. The "Proposed Project" is this application that is submitted to the State. Add pages as needed.

PI: N/A					
Status (currently active or pending approval)	**Award # (if available)**	**Source (name of the sponsor)**	**Project Title**	**Start Date**	**End Date**
Proposed Project					
CURRENT					
CURRENT					
PENDING					

NAME OF INDIVIDUAL					
Status	**Award #**	**Source**	**Project Title**	**Start Date**	**End Date**
Proposed Project					
CURRENT					
PENDING					

NAME OF INDIVIDUAL					
Status	**Award #**	**Source**	**Project Title**	**Start Date**	**End Date**
Proposed Project					
CURRENT					
PENDING					

NAME OF INDIVIDUAL					
Status	**Award #**	**Source**	**Project Title**	**Start Date**	**End Date**
Proposed Project					
CURRENT					
PENDING					

NAME OF INDIVIDUAL					
Status	**Award #**	**Source**	**Project Title**	**Start Date**	**End Date**
Proposed Project					
CURRENT					
PENDING					

Exhibit A7

Third Party Confidential Information

Confidential Nondisclosure Agreement

(Identified in Exhibit A, Scope of Work – will be incorporated, if applicable)

If the Scope of Work requires the provision of third party confidential information to either the State or the Universities, then any requirement of the third party in the use and disposition of the confidential information will be listed below. The third party may require a separate Confidential Nondisclosure Agreement (CNDA) as a requirement to use the confidential information. Any CNDA will be identified in this Exhibit A7.

Not applicable to this Agreement

Exhibit A8

Assurances Specific To This Agreement

(Identified as Exhibit E in CDA's other AAA IF-2223 agreements)

ARTICLE I. ASSURANCES SPECIFIC TO THIS AGREEMENT

A. The Contractor shall assure that the following conditions are met:

1. Services shall be provided only to eligible participants of the Dignity at Home Fall Prevention Program, Older Californians Nutrition Program (OCNP)/Intergenerational Activities, Family Caregiver Support Program (FCSP), and Legal Services as defined in Exhibit A.

2. Funds made available under this Agreement shall supplement, not supplant, any federal, State, or local funds expended by a State or unit of local government to provide fall prevention services.

3. For the OCNP, FCSP, and Legal Services, the Contractor assures that voluntary contributions shall be allowed and may be solicited in accordance with the following requirements [OAA § 315(b)]:

   a. The Contractor or any subcontractors for any services covered in this agreement shall not use means tests.

   b. Any client that does not contribute toward the cost of the services received shall not be denied services.

   c. Methods used to solicit voluntary contributions for services covered in this agreement shall be non-coercive.

   d. Each service provider will:

      i. Provide each recipient with an opportunity to voluntarily contribute to the cost of the service.

      ii. Clearly inform each recipient that there is no obligation to contribute, and that the contribution is purely voluntary.

      iii. Protect the privacy and confidentiality of each recipient with respect to the recipient's contribution or lack of contribution; and

      iv. Establish appropriate procedures to safeguard and account for all contributions.

ARTICLE I. ASSURANCES SPECIFIC TO THIS AGREEMENT (Continued)

v. Use all collected contributions to expand the services for which the contributions were given and to supplement (not supplant) funds received under this Act.

4. Funds made available under this Agreement shall be budgeted and expended in accordance with the five federal support service components specified in OAA § 373(b), and distinguished between "caregiver" and "grandparent" support services, as required for OAAPS.

5. Funds made available under this Agreement shall supplement and not supplant other services that may directly or indirectly support unpaid caregiving, such as Medicaid waiver programs (e.g., the Multipurpose Senior Services Program, etc.) or other caregiver services such as those provided through the Department of Social Services' Kinship Support Service Programs, the California Community Colleges' Foster and Kinship Care Education Programs, the Department of Developmental Services' Regional Centers, the California Caregiver Resource Centers, and other Title III funded providers.

ARTICLE II. SUBCONTRACTS

The Contractor shall ensure that the subcontractor's selection process is based upon equitable criteria that provides for adequate publicity, screens out unqualified subcontractors, and awards contracts to the lowest responsible and responsive bidder(s).

A. Subcontracts shall require all subcontractors to report immediately in writing to the Contractor any incidents of fraud or abuse to program participants, in the delivery of services, or in subcontractors' operations.

B. The Contractor shall require all subcontracts to comply with the Health Insurance Portability and Accountability Act (HIPAA) Business Associate requirements in Exhibit F, as it relates to services rendered.

C. The Contractor shall make timely payments to its subcontractors under this Agreement.

ARTICLE III. REPORTING PROVISIONS

A. The Contractor shall submit reports to the State for all programs as follows on a format prescribed by CDA, and will assure that all submitted data is complete, accurate, and verifiable to the best of their knowledge.

1. Quarterly, the Contractor shall electronically submit the following service level data elements for all programs:

a. Number of service units delivered

ARTICLE III. REPORTING PROVISIONS (Continued)

b. Number of persons served

c. Total expenditure amount

d. Any additional reporting elements as specified for each program

2. The Contractor shall electronically submit data as instructed by CDA using the due dates as indicated below:

Table 1-Data Reporting Due Dates

Quarter	Reporting Period	Due Date
Quarter 1	July 1 – September 30	October 31
Quarter 2	October 1 – December 31	January 31
Quarter 3	January 1 – March 31	April 30
Quarter 4	April 1 – June 30	July 31

3. For reports that will be submitted late, ten (10) calendar days prior to the report due date, the Contractor shall submit to the Data Team (DataTeam.Reports@aging.ca.gov), a written explanation including the reasons for the delay and the estimated date of submission.

4. Fiscal Closeout Report

As part of the closeout procedures for this contract, the Contractor shall submit a closeout package. CDA will transmit specific closeout instructions, including the Closeout Report due date, under separate cover.

B. Reporting requirements specific to OCNP/Intergenerational Activities

1. In addition to the data elements found in Section A, the contractor shall submit a brief narrative describing any successes and challenges of the program as instructed by CDA.

C. Reporting requirements specific to Family Caregiver Support Program

1. In addition to the data elements found in Section A, the contractor shall submit a brief narrative describing any successes and challenges of the program as instructed by CDA.

D. Reporting requirements specific to Dignity at Home Fall Prevention Program

ARTICLE III. REPORTING PROVISIONS (Continued)

1. In addition to the data elements found in Section A, the Contractor shall submit a brief narrative describing any successes and challenges of the program as instructed by CDA.

E. Reporting requirements specific to Legal Services

1. In addition to the data elements found in Section A, the Contractor shall submit a brief narrative describing any successes and challenges of the program as instructed by CDA.

Exhibit B - Budget
Budget for Project Period

Budget Display - Dignity at Home Fall Prevention

State of California
California Department of Aging

Award #: IF-2223-03
Date: 7/1/2022
Page 1 of 1

Exhibit B, Attachment 1 - Budget Display

DIGNITY AT HOME FALL PREVENTION
Budget Display

Chico State Enterprises

July 1, 2022 through December 31, 2024

Program	Fund Type	Project Number	Baseline	Adjustment	TOTAL
Dignity at Home Fall Prevention	Older Adults' Recovery and Resilience Fund - Home and Community Based Services	OFPL	$238,200	$0	$238,200

Notes
AAAs can utilize up to 10% of the funding for Administration.
Expenditures must be reported in closeout by January 31, 2025.

Budget Display – Older Californians Nutrition Program and Intergenerational Activities

State of California
California Department of Aging

Award #: IF-2223-03
Date: 7/1/2022
Page 1 of 1

Exhibit B, Attachment 2 - Budget Display

OLDER CALIFORNIANS NUTRITION PROGRAM AND INTERGENERATIONAL ACTIVITIES
Budget Display

Chico State Enterprises

July 1, 2022 through December 31, 2024

Program	Fund Type	Project Number	Baseline	Adjustment	TOTAL
Intergenerational Activities	Older Adults' Recovery and Resilience Fund - Home and Community Based Services	OC1L	$100,999	$0	$100,999
Intergenerational Activities	Older Adults' Recovery and Resilience Fund - Home and Community Based Services	OC2L	$338,126	$0	$338,126
TOTAL			$439,125	$0	$439,125

Notes
AAAs can utilize up to 10% (maximum) of the funding for Administration.
Expenditures must be reported in closeout by January 31, 2025.

Budget Display – Family Caregiving Support

State of California
California Department of Aging

Award #: IF-2223-03
Date: 7/1/2022
Page 1 of 1

Exhibit B, Attachment 3 - Budget Display

FAMILY CAREGIVING SUPPORT
Budget Display

Chico State Enterprises

July 1, 2022 through December 31, 2024

Program	Fund Type	Project Number	Baseline	Adjustment	TOTAL
Family Caregiving Support	Older Adults' Recovery and Resilience Fund - Home and Community Based Services	OFCL	$60,890	$0	$60,890

Notes
AAAs can utilize up to 10% of the funding for Administration.
Expenditures must be reported in closeout by January 31, 2025.

Budget Display – Senior Legal Services

State of California
California Department of Aging

Award #: IF-2223-03
Date: 7/1/2022
Page 1 of 1

Exhibit B, Attachment 4 - Budget Display

SENIOR LEGAL SERVICES
Budget Display

Chico State Enterprises

July 1, 2022 through December 31, 2024

Program	Fund Type	Project Number	Baseline	Adjustment	TOTAL
Senior Legal Services	Older Adults' Recovery and Resilience Fund - Home and Community Based Services	OSLL	$291,925	$0	$291,925

Notes
AAAs can utilize up to 10% of the funding for Administration.
Expenditures must be reported in closeout by January 31, 2025.

Exhibit B1
Budget Justification

The Budget Justification will include the following items in this format.

Personnel

Name. *Starting with the Principal Investigator list the names of all known personnel who will be involved on the project for each year of the proposed project period. Include all collaborating investigators, individuals in training, technical and support staff or include as "to be determined" (TBD).*

Role on Project. *For all personnel by name, position, function, and a percentage level of effort (as appropriate), including "to-be-determined" positions.*
See the approved (CDA 122) for IF-2223-03

Fringe Benefits.
In accordance with University policy, explain the costs included in the budgeted fringe benefit percentages used, which could include tuition/fee remission for qualifying personnel to the extent that such costs are provided for by University policy, to estimate the fringe benefit expenses on Exhibit B.
55.32% CSU Chico and 47% Chico Enterprises negotiated with US DHHS

Travel

Itemize all travel requests separately by trip and justify in Exhibit B1, in accordance with University travel guidelines. Provide the purpose, destination, travelers (name or position/role), and duration of each trip. Include detail on airfare, lodging and mileage expenses, if applicable. Should the application include a request for travel outside of the state of California, justify the need for those out-of-state trips separately and completely.
Mileage or fuel costs for staff and volunteers for meetings, trainings, client home visits, and other program purposes.

Materials and Supplies

Itemize materials supplies in separate categories. Include a complete justification of the project's need for these items. Theft sensitive equipment (under $5,000) must be justified and tracked separately in accordance with State Contracting Manual Section 7.29.
See the approved (CDA 122) for IF-2223-03

Equipment

List each item of equipment (greater than or equal to $5,000 with a useful life of more than one year) with amount requested separately and justify each.
See the approved (CDA 122) for IF-2223-03

Consultant Costs

Consultants are individuals/organizations who provide expert advisory or other services for brief or limited periods and do not provide a percentage of effort to the project or program. Consultants are not involved in the scientific or technical direction of the project as a whole.
Provide the names and organizational affiliations of all consultants. Describe the services to be performed, and include the number of days of anticipated consultation, the expected rate of compensation, travel, per diem, and other related costs.
Expert trainers for staff, speakers for client education and outreach events.

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Subawardee (Consortium/Subrecipient) Costs

Each participating consortium organization must submit a separate detailed budget for every year in the project period in Exhibit B2 Subcontracts. Include a complete justification for the need for any subawardee listed in the application.

Congregate and home-delivered nutrition, client transportation, and legal services providers.

Other Direct Costs

Itemize any other expenses by category and cost. Specifically justify costs that may typically be treated as indirect costs. For example, if insurance, telecommunication, or IT costs are charged as a direct expense, explain reason and methodology.

Food costs for AAA direct nutrition services.

Rent

If the Scope of Work will be performed in an off-campus facility rented from a third party for a specific project or projects, then rent may be charged as a direct expense to the award.

Off-site storage of program records, facilities rentals for community education events and remote provision of services to clients.

Indirect (F&A) Costs

Indirect costs are calculated in accordance with the budgeted indirect cost rate in Exhibit B.

10% MTDC as limited by the California Department to Aging

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Exhibit B2 – Subawardee Budgets

Budget Pertaining to Subawardee(s) (when applicable)

N/A

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Exhibit B3 – Invoice Elements

Invoice and Detailed Transaction Ledger Elements

In accordance with Section 14 of Exhibit C – Payment and Invoicing, the invoice, summary report and/or transaction/payroll ledger shall be certified by the University's Financial Contact and the PI (or their respective designees).

Invoicing frequency

☐ Quarterly ☒ Monthly

Invoicing signature format

☒ Ink ☐ Facsimile/Electronic Approval

Summary Invoice – includes either on the invoice or in a separate summary document – by approved budget category (Exhibit B) – expenditures for the invoice period, approved budget, cumulative expenditures and budget balance available[1]

- Personnel
- Equipment
- Travel
- Subawardee – Consultants
- Subawardee – Subcontract/Subrecipients
- Materials & Supplies
- Other Direct Costs
  - TOTAL DIRECT COSTS (if available from system)
- Indirect Costs
  - TOTAL

Detailed transaction ledger and/or payroll ledger for the invoice period [2]

- University Fund OR Agency Award # (to connect to invoice summary)
- Invoice/Report Period (matching invoice summary)
- GL Account/Object Code
- Doc Type (or subledger reference)
- Transaction Reference#
- Transaction Description, Vendor and/or Employee Name
- Transaction Posting Date
- Time Worked
- Transaction Amount

[1] If this information is not on the invoice or summary attachment, it may be included in a detailed transaction ledger.

[2] For salaries and wages, these elements are anticipated to be included in the detailed transaction ledger. If all elements are not contained in the transaction ledger, then a separate payroll ledger may be provided with the required elements.

ARTICLE I. FUNDS

A. Expenditure of Funds

1. The Contractor shall expend all funds received hereunder in accordance with this Agreement, no later than December 31, 2024.

2. Any reimbursement for authorized travel and per diem shall be at rates not to exceed those amounts paid by the State in accordance with the California Department of Human Resources' (CalHR) rules and regulations.

   In State: Mileage/Per Diem (meals and incidentals)/Lodging
   http://www.calhr.ca.gov/employees/pages/travel-reimbursements.aspx

   This is not to be construed as limiting the Contractor from paying any differences in costs, from funds other than those provided by CDA, between the CalHR rates and any rates the Contractor is obligated to pay under other contractual agreements. No travel outside the State of California shall be reimbursed. [2 CCR 599.615 et seq.]

   The Contractor agrees to include these requirements in all contracts it enters into with subcontractors to provide services pursuant to this Agreement.

3. CDA reserves the right to refuse payment to the Contractor or disallow costs for any expenditure, as determined by CDA to be: out of compliance with this Agreement, unrelated or inappropriate to contract activities, when adequate supporting documentation is not presented, or where prior approval was required but was either not requested or not granted.

B. Accountability for Funds

1. The Contractor shall maintain accounting records for funds received under the terms and conditions of this Agreement. These records shall be separate from those for any other funds administered by the Contractor, and shall be maintained in accordance with Generally Accepted Accounting Principles and Procedures.

2. Financial Management Systems: The Contractor shall meet the following standards for its financial management systems:

   a. Financial Reporting.
   b. Accounting Records.
   c. Complete Disclosure.
   d. Source Documentation.
   e. Internal Control.
   f. Budgetary Control.
   g. Cash Management (written procedures).
   h. Allowable Costs (written procedures).

ARTICLE I. FUNDS (Continued)

C. Unexpended Funds

Upon termination, cancellation, or expiration of this Agreement, or dissolution of the entity, the Contractor shall return to the State immediately upon written demand, any funds provided under this Agreement, which are not payable for goods or services delivered prior to the termination, cancellation, or expiration of this Agreement, or the dissolution of the entity.

D. Funding Contingencies

1. It is understood between the parties that this Agreement may have been written before ascertaining the availability or appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays that would occur if this Agreement were executed after that determination was made.

2. This Agreement is valid and enforceable only if sufficient funds are made available to the State through the Budget Acts of the appropriate fiscal years for purposes of this program(s). In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or the Legislature that may affect the provisions, terms, or funding of this Agreement in any manner.

3. Limitation of State Liability

Payment for performance by the Contractor shall be dependent upon the availability of future appropriations by the Legislature or Congress for the purposes of this Contract and approval of an itemized Budget. No legal liability on the part of the State for any payment may arise under this Contract until funds are made available; the itemized Budget is received and approved by the State and the Contractor has received an executed contract

4. Funding Reduction(s)

a. If funding for any State fiscal year is reduced or deleted by the Department of Finance, Legislature, or Congress for the purposes of this program, the State shall have the option to either:

i. Terminate the Contract pursuant to Exhibit D, Article XII., A of this Agreement, or

ii. Offer a contract amendment to the Contractor to reflect the reduced funding for this Contract.

b. In the event the State elects to offer an amendment, it shall be mutually understood by both parties that:

ARTICLE I. FUNDS (Continued)

i. The State reserves the right to determine which contracts, if any, under this program shall be reduced.

ii. Some contracts may be reduced by a greater amount than others, and

iii. The State shall determine at its sole discretion the amount that any or all of the contracts shall be reduced for the fiscal year.

E. Interest Earned

1. Interest earned on federal advance payments deposited in interest-bearing accounts must be remitted annually to CDA. Interest amounts up to $500 per year may be retained by the Contractor and subcontractors for administrative expenses. [45 CFR 75.305 (b)(9)]

2. Interest earned on advances of federal funds shall be identified as non-match cash.

3. The Contractor must maintain advance payments of federal awards in interest-bearing accounts, unless the following apply: [45 CFR 75.305 (b)(8)]

   a. The Contractor receives less than $120,000 in federal awards per year.

   b. The best reasonably available interest-bearing account would not be expected to earn interest in excess of $500 per year on federal cash balances.

   c. The depository would require an average or minimum balance so high that it would not be feasible within the expected federal and non-federal cash resources.

   d. A foreign government or banking system prohibits or precludes interest bearing accounts.

ARTICLE II. BUDGET AND BUDGET REVISION

A. The Contractor shall be compensated for expenses only as itemized in the approved Budget and shall not be entitled to payment for these expenses until this Agreement is approved and executed by CDA. The approved Budget is hereby incorporated by reference into this Agreement as part of Exhibit B.

B. The Budget must set forth in detail the items, unit rates and extended total amounts for each line item. The Contractor's Budget shall include, at a minimum, the following items under this Agreement:

1. Personnel Costs. For each personnel classification, monthly, weekly, or hourly rates, as appropriate together with the percentage of time to be charged to this Agreement and personnel classifications.

2. Fringe Benefits

3. Consultant costs – subcontract and consultant cost detail

ARTICLE II. BUDGET AND BUDGET REVISION (Continued)

4. Indirect costs - costs incurred for a common or joint purpose benefiting more than one cost objective and not readily assignable to the cost

5. Rent

6. Supplies

7. Equipment/Property - detailed descriptions and total costs.

8. In State Travel - mileage reimbursement rate, lodging, per diem and other costs.

9. Out of State Travel – any travel outside the State of California including mileage reimbursement rate, lodging, per diem and other costs.

10.

11. Training.

12. Other Costs - a detailed list of other operating expenses.

13. Specific to Fall Prevention: Purchased Fall Prevention Services –injury prevention information, education, referral services, injury prevention equipment, and injury prevention assessments, services, materials, and labor costs, as stated in Exhibit A, Article II of this Agreement.

14. Specific to Family Caregiver Support: Purchased family caregiver support services as allowable under the Older Americans Act.

15. Specific to Senior Legal Services:

    a. Purchased legal services as allowable under the Older Americans Act - legal advice, counseling and/or representation by an attorney or other person acting under the supervision of an attorney.

    b. Hiring incentive for Legal Services personnel.

ARTICLE III. PROGRAM SPECIFIC FUNDS

A. Program Income
No Program Income is required under the terms and conditions of this agreement.

B. One-Time-Only (OTO) Funds
No One-Time-Only funding is associated with the terms and conditions of this agreement.

C. Matching Contributions
No match is required under the terms and conditions of this agreement.

ARTICLE III. PROGRAM SPECIFIC FUNDS (Continued)

D. Administration
Contractor Administration shall be no more than ten percent (10%) of the total program allocation.

E. Equipment
Equipment/Property with per unit cost over $5,000 or any computing devices, regardless of cost requires justification from the Contractor and approval from CDA. To request approval for specific equipment items, requests with justifications shall be sent to cdaequipment@aging.ca.gov. Such items must also be included in Contractor's approved budgets. Please note an approved budget is not approval for equipment purchase.

F. Indirect Costs

1. The maximum reimbursement amount allowable for indirect costs is ten percent (10%) of the Contractor's and/or Subcontractor's Modified Total Direct Costs (MTDC), excluding in-kind contributions and nonexpendable equipment, unless there is an accepted negotiated rate. [45 CFR 75.414 (c) (1) and (f)]. Indirect costs shall not exceed 10% of the Contractor's MTDC per funding category.

2. Contractors requesting reimbursement for indirect costs shall retain on file an approved indirect cost rate or an allocation plan documenting the methodology used to determine the indirect costs.

3. For major Institutes of Higher Education and major nonprofit organizations, indirect costs must be classified within two broad categories: "Facilities" and "Administration." "Facilities" is defined as depreciation on buildings, equipment and capital improvement, interest on debt associated with certain buildings, equipment and capital improvements, and operations and maintenance expenses. "Administration" is defined as general administration and general expenses such as the director's office, accounting, personnel and all other types of expenditures not listed specifically under one of the subcategories of "Facilities" (including cross allocations from other pools, where applicable). [45 CFR 75.414(a)]

ARTICLE IV. PROGRAM SPECIFIC BUDGET AND BUDGET REVISION

A. The original Contract budget is due electronically to the Contractor's CDA Local Finance Analyst no later than thirty (30) days from the date of the transmission of the Budget Display and Contract.

B. The final date to submit a revised budget shall be no later than sixty (60) days prior to the end of the Contract period unless otherwise specified by CDA.

C. The Contractor shall ensure that the Subcontractor shall submit a budget, which shall be incorporated by reference into the Subcontract and will have, at a minimum, the categories listed in Exhibit B above.

ARTICLE IV. PROGRAM SPECIFIC BUDGET AND BUDGET REVISION (Continued)

D. Funds made available under this agreement shall supplement, and not supplant, any federal, State, or local funds expended by a State or unit of general-purpose local government.

E. Categorical Budget Transfers
The Contractor may transfer contract funds between budget categories (Direct Costs, Administration, Indirect Costs and Contractual Costs) under the following terms and conditions:

1. The Contractor shall submit a revised budget to CDA when one or the cumulative categorical budget transfers exceeds twenty-five percent (25%) of the total budget.

2. The Contractor shall maintain a written record of all budget changes and clearly document all budget changes. Such record shall include the date, amount, and purpose of the transfer. This record shall be available to CDA upon request and shall be maintained in the same manner as all other financial records of the Contractor.

ARTICLE V. PAYMENTS

The State shall reimburse Contractor with Dignity at Home Fall Prevention, Older Californians Nutrition Program and Intergenerational Activities, Family Caregiver Support, and Senior Legal Services funding that has been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Agreement. The following applies to all funding within this Agreement:

A. The Contractor shall submit monthly expenditures in an electronic format, utilizing the CDA online Local Finance Reporting System, no later than the last business day of each month unless otherwise specified by CDA, reporting costs and funding for the month prior.

B. Payments will be made to reimburse monthly expenditures reported. CDA shall process and approve reported expenditures that are based upon actual, not estimated expenditures. CDA shall notify the Contractor of any disputed expenditures.

C. Contractors shall notify CDA if they wish to be on a reimbursement or advanced payment.

1. If Contractor requests reimbursement payment, CDA shall not advance one-sixth of the approved total allocated budget amount for the initial month of the contract. Payments shall be based on monthly expenditure reports as outlined in this section.

2. If Contractor requests an advance payment, CDA shall advance one-sixth of the approved total allocated budget amount for the initial month of the contract. Future payments shall be based on monthly expenditure reports as outlined in this section.

D. The Contractor shall submit timely expenditures to CDA. Late expenditures may lead to a delay in payment until the following month.

E. Upon written request by CDA, Contractor shall submit additional documentation or justification to support the reported expenditure.

ARTICLE V. PAYMENTS (Continued)

F. Contractor shall be charged $75 per program funding source(s) for expedited payments to recover the fees charged by the State Controller's Office. CDA may waive the fees on a case-by-case basis as appropriate.

1. Expedite Fees

a. If the contract is executed late to no fault of CDA then the contractor may be liable for the incurred processing fees.

b. If the contract is executed late due to CDA's handling then CDA shall cover the incurred processing fees.

G. The Contractor shall ensure, to the extent feasible, that all budgeted funds are expended by the expiration of this Agreement.

ARTICLE VI. CLOSEOUT

A. Separate Financial Closeout Reports for Dignity at Home Fall Prevention, Older Californians Nutrition Program and Intergenerational Activities, Family Caregiver Support, and Senior Legal Services funding and the Program Property Inventory Certification (CDA 9024) shall be submitted when either the total contract allocation has been expended, or 30 days after the expiration of this Agreement, whichever is earlier.

B. Final expenditures must be reported to CDA in accordance with the Budget Display in Exhibit B. If the expenditures reported by the Contractor exceed the advanced amount, CDA will reimburse the difference to the Contractor up to the contract amount. If the expenditures reported by the Contractor are less than the advanced amount, CDA will invoice the Contractor for the unspent funds.

The payment on the invoice is due immediately upon receipt or no later than 30 days from the date on the invoice.

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Exhibit C – University Terms and Conditions

CMA (AB20) State/University Model Agreement Terms & Conditions UTC-220

Exhibit D- Additional Requirements Associated with Funding Sources (if applicable)

If the Agreement is subject to any additional requirements imposed on the funding State agency by applicable law (including, but not limited to, bond, proposition and federal funding), then these additional requirements will be set forth in Exhibit D. If the University is a subrecipient, as defined in 2 CFR 200 (Uniform Guidance on Administrative Requirements, Audit Requirements and Cost Principles for Federal Financial Assistance), and the external funding entity is the federal government, the below table must be completed by the State agency. (Please see sections 10.A and 10.B of the Exhibit C.)

State Agency to Complete (Required for Federal Funding Source):

Federal Agency	
Federal Award Identification Number	
Federal Award Date	
Catalog of Federal Domestic Assistance (CFDA) Number and Name	
Amount Awarded to State Agency	
Effective Dates for State Agency	
Federal Award to State Agency is Research & Development (Yes/No)	

University to Complete:

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

This award ☐ does ☑ does not support Research & Development.

EXHIBIT D ARTICLE I. DEFINITIONS AND RESOLUTIONS OF LANGUAGE CONFLICTS

A. General Definitions

1. "Agreement" or "Contract" means the Standard Agreement (Std. 213), Exhibits A, B, C, D and E, an approved Budget Display as identified in Exhibit B, and if applicable, a Work Plan or Budget Summary, which are hereby incorporated by reference, amendments, and any other documents incorporated by reference; unless otherwise provided for in this Article.

2. "Contractor" means the Area Agency on Aging (AAA) awarded funds under this Agreement and is accountable to the State and/or federal government for use of these funds and is responsible for executing the provisions for services provided under this Agreement.

3. "CCR" means California Code of Regulations.

4. "CFR" means Code of Federal Regulations.

ARTICLE I. DEFINITIONS AND RESOLUTIONS OF LANGUAGE CONFLICTS (Continued)

5. "DUNS" means the nine-digit, Data Universal Numbering System number established and assigned by Dun and Bradstreet, Inc., to uniquely identify business entities.

6. "Cal. Gov. Code" means California Government Code.

7. "OMB" means the federal Office of Management and Budget.

8. "Cal. Pub. Con. Code" means the California Public Contract Code.

9. "Cal. Civ. Code" means California Civil Code

10. "Reimbursable item" also means "allowable cost" and "compensable item."

11. "State" and "Department" mean the State of California and the California Department of Aging (CDA) interchangeably.

12. "Subcontractor" means the legal entity that receives funds from the Contractor to carry out part of a federal award identified in this Agreement.

13. "Subcontract" means any form of legal agreement between the Contractor and the Subcontractor, including an agreement that the Contractor considers a contract, including vendor type Agreements for providing goods or services under this Agreement.

14. "Vendor" means an entity selling goods or services to the Contractor or Subcontractor during the Contractor or Subcontractor's performance of the Agreement.

15. "USC" means United States Code.

16. "HHS" means United States Department of Health and Human Services.

17. "OAA" means Older Americans Act.

18. "Allocation" means the process of assigning a cost, or a group of costs, to one or more cost objective(s), in reasonable proportion to the benefit provided or other equitable relationship. The process may entail assigning a cost(s) directly to a final cost objective or through one or more intermediate cost objectives. (2 CFR 200.4 and 45 CFR 75.2)

19. "Disallowed costs" means those charges determined to be unallowable, in accordance with the applicable Federal statutes, regulations, or the terms and conditions of the Federal award. (2 CFR 200.31 and 45 CFR 75.2)

ARTICLE I. DEFINITIONS AND RESOLUTIONS OF LANGUAGE CONFLICTS (Continued)

20. "Questioned Costs" means a cost that is questioned by the auditor because of an audit finding which resulted from a violation or possible violation of a statute, regulation, or the terms and conditions of a Federal award, including for funds used to match Federal funds; where the costs, at the time of the audit, are not supported by adequate documentation; or where the costs incurred appear unreasonable and do not reflect the actions a prudent person would take in the circumstances. (2 CFR 200.84 and 45 CFR 75.2).

21. "Recoverable cost" means the state and federal share of the questioned cost.

B. Resolution of Language Conflicts

The terms and conditions of this federal award and other requirements have the following order of precedence, if there is any conflict in what they require:

1. The Grant Terms and Conditions.

2. The Older Americans Act and other applicable federal statutes and their implementing regulations.

3. If applicable, the Older Californians Act and other California State codes and regulations.

4. Standard Agreement (Std. 213), all Exhibits and any amendments thereto.

5. Any other documents incorporated herein by reference including, if applicable, the federal HHS terms and conditions found in Part II of the HHS Grant Policy Statement. The HHS Grant Policy Statement is available under the HHS Policy Requirements Topic at https://www.hhs.gov/grants/grants/grants-policies-regulations/index.html

6. Program memos and other guidance issued by CDA.

ARTICLE II. ASSURANCES

A. Law, Policy and Procedure, Licenses, and Certificates

The Contractor agrees to administer this Agreement and require any subcontractors to administer their subcontracts in accordance with this Agreement, and with all applicable local, State, and federal laws and regulations including, but not limited to, discrimination, wages and hours of employment, occupational safety, and to fire, safety, health, and sanitation regulations, directives, guidelines, and/or manuals related to this Agreement and resolve all issues using good administrative practices and sound judgment. The Contractor and its subcontractors shall keep in effect all licenses, permits, notices, and certificates that are required by law.

ARTICLE II. ASSURANCES (Continued)

B. Subcontracts

The Contractor shall require language in all subcontracts to require all subcontractors to comply with all applicable State and federal laws.

C. Nondiscrimination

The Contractor shall comply with all federal statutes relating to nondiscrimination. These include those statutes and laws contained in the Contractor Certification Clauses (CCC 307), which is hereby incorporated by reference. In addition, the Contractor shall comply with the following:

1. **Equal Access to Federally-Funded Benefits, Programs and Activities**

The Contractor shall ensure compliance with Title VI of the Civil Rights Act of 1964 [42 USC 2000d; 45 CFR 80], which prohibits recipients of federal financial assistance from discriminating against persons based on race, color, religion, or national origin.

2. **Equal Access to State-Funded Benefits, Programs and Activities**

The Contractor shall, unless exempted, ensure compliance with the requirements of Cal. Gov. Code § 11135 et seq., and 2 CCR § 11140 et seq., which prohibit recipients of state financial assistance from discriminating against persons based on race, national origin, ethnic group identification, religion, age, sex, sexual orientation, color, or disability. [22 CCR § 98323]

3. **California Civil Rights Laws**

The Contractor shall, ensure compliance with the requirements of California Public Contract Code § 2010 by submitting a completed California Civil Rights Laws Certification, prior to execution of this Agreement. The certificate is available at: http://www.dgs.ca.gov/ols/Forms.aspx

The California Civil Rights Laws Certification ensures Contractor compliance with the Unruh Civil Rights Act (Cal. Civ. Code § 51) and the Fair Employment and Housing Act (Cal. Gov. Code § 12960), and ensures that Contractor internal policies are not used in violation of California Civil Rights Laws.

4. The Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. [42 USC 12101 et seq.]

ARTICLE II. ASSURANCES (Continued)

5. The Contractor agrees to include these requirements in all contracts it enters into with subcontractors to provide services pursuant to this Agreement.

D. Standards of Work

The Contractor agrees that the performance of work and services pursuant to the requirements of this Agreement shall conform to accepted professional standards.

E. Conflict of Interest

1. The Contractor shall prevent employees, consultants, or members of governing bodies from using their positions for purposes including, but not limited to, the selection of subcontractors, that are, or give the appearance of being, motivated by a desire for private gain for themselves or others, such as family, business, or other ties. In the event that the State determines that a conflict of interest exists, any increase in costs associated with the conflict of interest may be disallowed by the State and such conflict may constitute grounds for termination of the Agreement.

2. This provision shall not be construed to prohibit employment of persons with whom the Contractor's officers, agents, or employees have family, business, or other ties, so long as the employment of such persons does not result in a conflict of interest (real or apparent) or increased costs over those associated with the employment of any other equally qualified applicant, and such persons have successfully competed for employment with the other applicants on a merit basis.

F. Covenant Against Contingent Fees

1. The Contractor warrants that no person or selling agency has been employed or retained to solicit this Agreement. There has been no agreement to make commission payments in order to obtain this Agreement.

2. For breach or violation of this warranty, CDA shall have the right to terminate this Agreement without liability or at its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingency fee.

G. Payroll Taxes and Deductions

The Contractor shall promptly forward payroll taxes, insurances, and contributions, including State Disability Insurance, Unemployment Insurance, Old Age Survivors Disability Insurance, and federal and State income taxes withheld, to designated governmental agencies as required by law.

ARTICLE II. ASSURANCES (Continued)

H. Facility Construction or Repair

This section applies only to Title III funds and not to other funds allocated to other Titles under the OAA. Title III funds may be used for facility construction or repair.

1. When applicable for purposes of construction or repair of facilities, the Contractor shall comply with the provisions contained in the following and shall include such provisions in any applicable agreements with subcontractors:

   a. Copeland "Anti-Kickback" Act. [18 USC 874, 40 USC 3145] [29 CFR 3]

   b. Davis-Bacon Act. [40 USC 3141 et seq.] [29 CFR 5]

   c. Contract Work Hours and Safety Standards Act. [40 USC 3701 et seq.] [29 CFR 5, 6, 7, 8]

   d. Executive Order 11246 of September 14, 1965, entitled "Equal Employment Opportunity" as amended by Executive Order 11375 of October 13, 1967, as supplemented in Department of Labor Regulations. [41 CFR 60]

2. Payments are not permitted for construction, renovation, alteration, improvement, or repair of privately-owned property which would enhance the owner's value of such property except where permitted by law and by CDA.

3. When funding is provided for construction and non-construction activities, the Contractor must obtain prior written approval from CDA before making any fund or budget transfers between construction and non-construction.

I. Contracts in Excess of $100,000

If all funding provided herein exceeds $100,000, the Contractor shall comply with all applicable orders or requirements issued under the following laws:

1. Clean Air Act, as amended. [42 USC 7401]

2. Federal Water Pollution Control Act, as amended. [33 USC 1251 et seq.]

3. Environmental Protection Agency Regulations. [40 CFR 29] [Executive Order 11738]

4. State Contract Act [Cal. Pub. Con. Code §10295 et seq.]

5. Unruh Civil Rights Act [Cal. Pub. Con. Code § 2010]

ARTICLE II. ASSURANCES (Continued)

J. Debarment, Suspension, and Other Responsibility Matters

1. The Contractor certifies to the best of its knowledge and belief, that it and its subcontractors:

   a. Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency.

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

   c. Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity (federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification.

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

2. The Contractor shall report immediately to CDA in writing, any incidents of alleged fraud and/or abuse by either the Contractor or subcontractors.

3. The Contractor shall maintain any records, documents, or other evidence of fraud and abuse until otherwise notified by CDA.

4. The Contractor agrees to timely execute any and all amendments to this Agreement or other required documentation relating to the Subcontractor's debarment/suspension status.

K. Agreement Authorization

1. If a public entity, the Contractor shall submit to CDA a copy of an approved resolution, order, or motion referencing this Agreement number authorizing execution of this Agreement. If a private nonprofit entity, the Contractor shall submit to CDA an authorization by the Board of Directors to execute this Agreement, referencing this Agreement number.

ARTICLE II. ASSURANCES (Continued)

2. These documents, including minute orders must also identify the action taken.

3. Documentation in the form of a resolution, order, or motion by the Governing Board of the AAA is required for the original and each subsequent amendment to this Agreement. This requirement may also be met by a single resolution from the Governing Board of the Contractor authorizing the AAA Director or designee to execute the original and all subsequent amendments to this Agreement.

L. Contractor's Staff

1. The Contractor shall maintain adequate staff to meet the Contractor's obligations under this Agreement.

2. This staff shall be available to the State for training and meetings which the State may find necessary from time to time.

M. DUNS Number and Related Information

1. The DUNS number must be provided to CDA prior to the execution of this Agreement. Business entities may register for a DUNS number at http://www.dnb.com/duns-number.html.

2. The Contractor must register the DUNS number and maintain an "Active" status within the federal System for Award Management available online at https://www.sam.gov/portal/SAM/#1.

3. If CDA cannot access or verify "Active" status the Contractor's DUNS information, which is related to this federal subaward on the Federal Funding Accountability and Transparency Act Subaward Reporting System (SAM.gov) due to errors in the Contractor's data entry for its DUNS number, the Contractor must immediately update the information as required.

N. Corporate Status

1. The Contractor shall be a public entity, private nonprofit entity, or Joint Powers Authority (JPA). If a private nonprofit corporation or JPA, the Contractor shall be in good standing with the Secretary of State of California and shall maintain that status throughout the term of this Agreement.

2. The Contractor shall ensure that any subcontractors providing services under this Agreement shall be of sound financial status.

3. Any subcontracting private entity or JPA shall be in good standing with the Secretary of State of California and shall maintain that status throughout the term of this Agreement.

ARTICLE II. ASSURANCES (Continued)

4. Failure to maintain good standing by the contracting entity shall result in suspension or termination of this Agreement with CDA until satisfactory status is restored. Failure to maintain good standing by a subcontracting entity shall result in suspension or termination of the subcontract by the Contractor until satisfactory status is restored.

O. Lobbying Certification

The Contractor, by signing this Agreement, hereby certifies to the best of its knowledge and belief, that:

1. No federally appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency; a Member of Congress; an officer or employee of Congress; or an employee of a Member of Congress; in connection with the awarding of any federal contract; the making of any federal grant; the making of any federal loan; the entering into of any cooperative agreement; and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.

3. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts at all tiers (including contracts under grants, loans, and cooperative agreements which exceed $100,000) and that all subcontractors shall certify and disclose accordingly.

4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into.

5. This certification is a prerequisite for making or entering into this transaction imposed by 31 USC 1352.

6. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

ARTICLE II. ASSURANCES (Continued)

P. The Contractor and its Subcontractor/Vendors shall comply with Governor's Executive Order 2-18-2011, which bans expenditures on promotional and marketing items colloquially known as "S.W.A.G." or "Stuff We All Get."

ARTICLE III. AGREEMENT

A copy of this executed Agreement is on file and available for inspection at the California Department of Aging, 1300 National Drive, Suite 200, Sacramento, California 95834.

ARTICLE IV. COMMENCEMENT OF WORK

Should the Contractor or subcontractor begin work in advance of receiving notice that this Agreement is approved, that work may be considered as having been performed at risk as a volunteer and may not be reimbursed or compensated.

ARTICLE V. SUBCONTRACTS

A. The Contractor is responsible for carrying out the terms of this Agreement, including the satisfaction, settlement, and resolution of all administrative, programmatic, and fiscal aspects of the program(s), including issues that arise out of any subcontracts, and shall not delegate or contract these responsibilities to any other entity. This includes, but is not limited to, disputes, claims, protests of award, or other matters of a contractual nature. The Contractor's decision is final and the Subcontractor has no right of appeal to CDA.

B. The Contractor shall, in the event any subcontractor is utilized by the Contractor for any portion of this Agreement, retain the prime responsibility for all the terms and conditions set forth, including but not limited to, the responsibility for preserving the State's copyrights and rights in data in accordance with Article XIX of this Exhibit, for handling property in accordance with Article VII. of this Exhibit, and ensuring the keeping of, access to, availability of, and retention of records of subcontractors in accordance with Article VI. of this Exhibit.

C. The Contractor shall not obligate funds for this Agreement in any subcontracts for services beyond the ending date of this Agreement.

D. The Contractor shall have no authority to contract for, or on behalf of, or incur obligations on behalf of the State.

E. The Contractor shall maintain on file copies of subcontracts, memorandums and/or Letters of Understanding which shall be made available for review at the request of CDA.

F. The Contractor shall monitor the insurance requirements of its subcontractors in accordance with Article XI of this Exhibit.

ARTICLE V. SUBCONTRACTS (Continued)

F. The Contractor shall require language in all subcontracts to require all subcontractors to indemnify, defend, and save harmless the Contractor, its officers, agents, and employees from any and all claims and losses accruing to or resulting from any subcontractors, suppliers, laborers, and any other person, firm, or corporation furnishing or supplying work services, materials, or supplies in connection with any activities performed for which funds from this Agreement were used and from any and all claims and losses accruing or resulting to any person, firm, or corporation who may be injured or damaged by the Subcontractor(s) in the performance of this Agreement.

G. The Contractor shall ensure that the Subcontractor will complete all reporting and expenditure documents requested by CDA. These reporting and expenditure documents shall be sent to the Contractor in a timely manner and at intervals as determined by CDA.

H. The Contractor shall, prior to the awarding of a subcontract to any for-profit entity, submit the following to CDA for review and approval:

1. The Request for Proposal or Invitation for Bid.

2. All bid proposals received.

3. The proposal or bid evaluation documentation, along with the Contractor's rationale for awarding the subcontract to a for-profit entity. [22 CCR 7362]

Where a program may be subcontracted to a for-profit organization, the Contractor should include in its contract with the for-profit entity, a requirement for performance of a program-specific audit of the subcontracted program by an independent audit firm.

J. The Contractor shall require all subcontractors to maintain adequate staff to meet the Subcontractor's Agreement with the Contractor. This staff shall be available to the State for training and meetings which the State may find necessary from time to time.

K. If a private nonprofit corporation, the Subcontractor shall be in good standing with the Secretary of State of California and shall maintain that status throughout the term of the Agreement.

L. The Contractor shall refer to 2 CFR 200.330, Subpart D - Subrecipient and Contractor Determinations and 45 CFR 75.351, Subpart D - Subrecipient and Contractor Determinations in making a determination if a subcontractor relationship exists. If such a relationship exists, then the Contractor shall follow the procurement requirements in the applicable OMB Circular.

ARTICLE V. SUBCONTRACTS (Continued)

M. The Contractor shall utilize procurement procedures as follows:

1. The Contractor shall obtain goods and services through open and competitive awards. Each Contractor shall have written policies and procedures, including application forms, for conducting an open and competitive process, and any protests resulting from the process.

2. For goods and services purchased with Title III or Title VII funds, the procurement procedures must include, at a minimum, the requirements set forth in 22 CCR 7352. The only exception is contained in 22 CCR 7360(a). The Contractor issuing a noncompetitive award must comply with 22 CCR 7360(b)-(d).

ARTICLE VI. RECORDS

A. The Contractor shall maintain complete records which shall include, but not be limited to, accounting records, contracts, agreements, a reconciliation of the "Financial Closeout Report" (CDA Closeout) to the audited financial statements, single audit report, and general ledgers, and a summary worksheet identifying the results of performing an audit resolution of its subcontractors in accordance with Article X. of this Exhibit. This includes the following: Letters of Agreement, insurance documentation, memorandums and/or Letters of Understanding, patient or client records, and electronic files of its activities and expenditures hereunder in a form satisfactory to CDA. All records pertaining to this Agreement must be made available for inspection and audit by the State or its duly authorized agents, at any time during normal business hours.

B. All such records, including confidential records, must be maintained and made available by the Contractor: (1) until an audit has occurred and an audit resolution has been issued or unless otherwise authorized in writing by CDA's Audit Branch, (2) for such longer period, if any, as is required by applicable statute, by any other clause of this Agreement, or by Sections A and C of this Article, and (3) for such longer period as CDA deems necessary.

C. If this Agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for the same periods as specified in Section A above. The Contractor shall ensure that any resource directories and all client records remain the property of CDA upon termination of this Agreement, and are returned to CDA or transferred to another contractor as instructed by CDA.

D. In the event of any litigation, claim, negotiation, audit exception, or other action involving the records, all records relative to such action shall be maintained and made available until every action has been cleared to the satisfaction of the State and is so stated in writing to the Contractor.

ARTICLE VI. RECORDS (Continued)

E. Adequate source documentation of each transaction shall be maintained relative to the allowability of expenditures reimbursed by the State under this Agreement. If the allowability of expenditures cannot be determined because records or documentation of the Contractor are nonexistent or inadequate according to guidelines set forth in 2 CFR 200.302 and 45 CFR 75.302, the expenditures will be questioned in the audit and may be disallowed by CDA during the audit resolution process.

F. All records containing confidential information shall be handled in a confidential manner in accordance with the requirements for information integrity and security, and in accordance with guidelines set forth in this Article, and Article XVIII. After the authorized period has expired, confidential records shall be shredded and disposed of in a manner that will maintain confidentiality.

ARTICLE VII. PROPERTY

A. Unless otherwise provided for in this Article, property refers to all assets used in operation of this Agreement.

1. Property includes land, buildings, improvements, machinery, vehicles, furniture, tools, and intangibles, etc.

2. Property does not include consumable office supplies such as paper, pencils, toner cartridges, file folders, etc.

B. Property acquired under this agreement, which meets any of the following criteria is subject to the reporting requirements:

1. Has a normal useful life of at least one (1) year and has a unit acquisition cost of at least $5,000 (a desktop or laptop setup, is considered a unit, if purchased as a unit).

2. All computing devices, regardless of cost (including but not limited to, workstations, servers, laptops, personal digital assistants, notebook computers, tablets, smartphones and cellphones).

3. All Portable electronic storage media, regardless of cost (including but not limited to, thumb/flash drives and portable hard drives).

C. Additions, improvements, and betterments to assets meeting all of the conditions in Section B above must also be reported. Additions typically involve physical extensions of existing units. Improvements and betterments typically do not increase the physical size of the asset. Instead, improvements and betterments enhance the condition of an asset (e.g., extend life, increase service capacity,

ARTICLE VII. PROPERTY (Continued)

and lower operating costs). Examples of assets that might be improved and bettered include roads, bridges, curbs and gutters, tunnels, parking lots, streets and sidewalks, drainage, and lighting systems.

D. Intangibles are property which lack physical substance but give valuable rights to the owner. Examples of intangible property include patents, copyrights, leases, and computer software. By contrast, hardware consists of tangible equipment (e.g., computer printer, terminal, etc.). Costs include all amounts incurred to acquire and to ready the intangible asset for its intended use. Typical intangible property costs include the purchase price, legal fees, and other costs incurred to obtain title to the asset.

E. The Contractor shall keep track of property purchased with funds from this Agreement that meet the requirements as defined in Exhibit D, Article VII, item B, and submit to CDA a Property Acquisition Form (CDA 9023) for all property furnished or purchased by either the Contractor or the Subcontractor with funds awarded under the terms of this Agreement, as instructed by the CDA. The Contractor shall certify their reported property inventory annually with the Closeout by completing the Program Property Inventory Certification (CDA 9024), unless further restricted by Exhibit E, where applicable.

The Contractor shall record, at minimum, the following information when property is acquired:

1. Date acquired.
2. Item description (include model number).
3. CDA tag number.
4. Serial number (if applicable).
5. Purchase cost or other basis of valuation.
6. Fund source

F. Disposal of Property

1. Prior to disposal of any property purchased by the Contractor or the Subcontractor with funds from this Agreement or any predecessor Agreement, the Contractor must obtain approval from CDA for all reportable property as defined in Section B of this Article. Disposition, which includes sale, trade-in, discarding, or transfer to another agency may not occur until approval is received from CDA. The Contractor shall submit to CDA a Request to Dispose of Property (CDA 248). CDA will then instruct the AAA on disposition of the property. Once approval for disposal has been received from CDA and the AAA has reported to CDA the Property Survey Report's (STD 152) Certification of Disposition, the item(s) shall be removed from the Contractor's inventory report.

ARTICLE VII. PROPERTY (Continued)

2. The Contractor must remove all confidential, sensitive, or personal information from CDA property prior to disposal, including removal or destruction of data on computing devices with digital memory and storage capacity. This includes, but is not limited to magnetic tapes, flash drives, personal computers, personal digital assistants, cell or smart phones, multi-function printers, and laptops.

G. Any loss, damage, or theft of equipment shall be investigated, fully documented and the Contractor shall promptly notify CDA.

H. The State reserves title to all State-purchased or financed property not fully consumed in the performance of this Agreement, unless otherwise required by federal law or regulations or as otherwise agreed by the parties.

I. The Contractor shall exercise due care in the use, maintenance, protection, and preservation of such property during the period of the project, and shall assume responsibility for replacement or repair of such property during the period of the project, or until the Contractor has complied with all written instructions from CDA regarding the final disposition of the property.

J. In the event of the Contractor's dissolution or upon termination of this Agreement, the Contractor shall provide a final property inventory to the State. The State reserves the right to require the Contractor to transfer such property to another entity, or to the State.

K. To exercise the above right, no later than one hundred twenty (120) days after termination of this Agreement or notification of the Contractor's dissolution, the State will issue specific written disposition instructions to the Contractor.

L. The Contractor shall use the property for the purpose for which it was intended under the Agreement. When no longer needed for that use, the Contractor shall use it, if needed, and with written approval of the State for other purposes in this order:

1. For another CDA program providing the same or similar service.

2. For another CDA-funded program.

M. The Contractor may share use of the property and equipment or allow use by other programs, upon written approval from CDA. As a condition of the approval, CDA may require reimbursement under this Agreement for its use.

N. The Contractor or subcontractors shall not use equipment or supplies acquired under this Agreement with federal and/or State monies for personal gain or to usurp the competitive advantage of a privately-owned business entity.

ARTICLE VII. PROPERTY (Continued)

O. If purchase of equipment is a reimbursable item, the equipment to be purchased will be specified in the Budget Summary.

P. The Contractor shall include the provisions contained in this Article in all its subcontracts awarded under this Agreement.

ARTICLE VIII. ACCESS

The Contractor shall provide access to the federal or State contracting agency, the California State Auditor, the Comptroller, General of the United States, or any of their duly authorized federal or State representatives to any books, documents, papers, and records of the Contractor or subcontractor which are directly pertinent to this specific Agreement for the purpose of making an audit, examination, excerpts, and transcriptions. The Contractor shall include this requirement in its subcontracts.

ARTICLE IX. MONITORING AND EVALUATION

A. Authorized State representatives shall have the right to monitor and evaluate the Contractor's administrative, fiscal and program performance pursuant to this Agreement. Said monitoring and evaluation may include, but is not limited to, administrative processes, fiscal, data and procurement components. This will include policies, procedures, procurement, audits, inspections of project premises, interviews of project staff and participants, and when applicable, inspection of food preparation sites.

B. The Contractor shall cooperate with the State in the monitoring and evaluation processes, which include making any administrative, program and fiscal staff available during any scheduled process.

C. The Contractor shall monitor contracts and subcontracts to ensure compliance with laws, regulations, and the provisions of contracts that may have a direct and/or material effect on each of its CDA funded programs.

D. The Contractor is responsible for maintaining supporting documentation including financial and statistical records, contracts, subcontracts, monitoring reports, and all other pertinent records until an audit has occurred and an audit resolution has been issued or unless otherwise authorized in writing by CDA.

ARTICLE X. AUDIT REQUIREMENTS

A. General

1. Any duly authorized representative of the federal or State government, which includes but is not limited to the State Auditor, CDA Staff, and any entity selected by State to perform inspections, shall have the right to monitor and audit Contractor and all subcontractors providing services under this Agreement

ARTICLE X. AUDIT REQUIREMENTS (Continued)

through on-site inspections, audits, and other applicable means the State determines necessary. In the event that CDA is informed of an audit by an outside federal or State government entity affecting the Contractor, CDA will provide timely notice to Contractor.

2. Contractor shall make available all reasonable information necessary to substantiate that expenditures under this agreement are allowable and allocable, including, but not limited to books, documents, papers, and records. Contractor shall agree to make such information available to the federal government, the State, or any of their duly authorized representatives, including representatives of the entity selected by State to perform inspections, for examination, copying, or mechanical reproduction, on or off the premises of the appropriate entity upon a reasonable request.

3. All agreements entered into by Contractor and subcontractors with audit firms for purposes of conducting independent audits under this Agreement shall contain a clause permitting any duly authorized representative of the federal or State government access to the supporting documentation of said audit firm(s).

4. The Contractor shall cooperate with and participate in any further audits which may be required by the State, including CDA fiscal and compliance audits.

B. CDA Fiscal and Compliance Audits

1. The CDA Audits Branch shall perform fiscal and compliance audits of Contractors in accordance with Generally Accepted Government Auditing Standards (GAGAS) to ensure compliance with applicable laws, regulations, grants, and contract requirements.

2. The CDA fiscal and compliance audits may include, but not be limited to, a review of:

   a. Financial closeouts (2 CFR 200.16 and 45 CFR 75.2)

   b. Internal controls (2 CFR 200.303 and 45 CFR 75.303)

   c. Allocation of expenditures (2 CFR 200.4 and 45 CFR 75.2)

   d. Allowability of expenditures (2 CFR 200.403 and 45 CFR 75.403)

   e. Equipment expenditures and approvals, if required (2 CFR 200.439 and 45 CFR 75.439)

ARTICLE X. AUDIT REQUIREMENTS (Continued)

C. Single Audit Reporting Requirements (2 CFR 200 Subpart F and 45 CFR 75 Subpart F)

1. Contractor Single Audit Reporting Requirements

a. Contractors that expend $750,000 or more in federal funds shall arrange for an audit to be performed as required by the Single Audit Act of 1984, Public Law 98-502; the Single Audit Act Amendments of 1996, Public Law 104-156; 2 CFR 200.501 to 200.521 and 45 CFR 75.501 to 75.521. A copy shall be submitted to the:

California Department of Aging
Attention: Audits Branch
2280 Gateway Oaks Drive, Suite 200
Sacramento, California 95833

b. The copy shall be submitted within thirty (30) days after receipt of the Auditor's report or nine (9) months after the end of the audit period, whichever occurs first, or unless a longer period is agreed to in advance by the cognizant or oversight agency.

c. For purposes of reporting, the Contractor shall ensure that State-funded expenditures are displayed discretely along with the related federal expenditures in the single audit report's "Schedule of Expenditures of Federal Awards" (SEFA) under the Catalog of Federal Domestic Assistance (CFDA) number.

d. For State contracts that do not have CFDA numbers, the Contractor shall ensure that the State-funded expenditures are discretely identified in the SEFA by the appropriate program name, identifying grant/contract number, and as passed through CDA.

2. The Contractor shall perform a reconciliation of the "Financial Closeout Report" to the audited financial statements, single audit, and general ledgers. The reconciliation shall be maintained and made available for CDA review.

3. Contract Resolution of Contractor's Subrecipients

The Contractor shall have the responsibility for resolving its contracts with subcontractors to determine whether funds provided under this Agreement are expended in accordance with applicable laws, regulations, and provisions of contracts or agreements. The Contractor shall, at a minimum, perform Contract resolution within fifteen (15) months of the "Financial Closeout Report."

4. The Contractor shall ensure that subcontractor single audit reports meet 2 CFR 200 and 45 CFR 75, Subparts F-Audit Requirements

ARTICLE X. AUDIT REQUIREMENTS (Continued)

5. Contract resolution includes:

   a. Ensuring that subcontractors expending $750,000 or more in federal awards during the subcontractor's fiscal year have met the audit requirements of 2 CFR 200.501 - 200.521 and 45 CFR 75.501 to 75.521.

   b. Issuing a management decision on audit findings within six (6) months after receipt of the Subcontractor's single audit report and ensuring that the Subcontractor takes appropriate and timely corrective action.

   c. Reconciling expenditures reported to the Contractor to the amounts identified in the single audit or other type of audit if the Subcontractor was not subject to the single audit requirements. For a subcontractor who was not required to obtain a single audit and did not obtain another type of audit, the reconciliation of expenditures reported to CDA must be accomplished through performing alternative procedures (e.g., risk assessment [2 CFR 200.331 and 45 CFR 75.352], documented review of financial statements, and documented expense verification, including match, etc.).

6. When alternative procedures are used, the Contractor shall perform financial management system testing, which provides, in part, for the following:

   a. Accurate, current, and complete disclosure of the financial results of each federal award or program.

   b. Records that identify adequately the source and application of funds for each federally funded activity.

   c. Effective control over, and accountability for, all funds, property, and other assets to ensure these items are used solely for authorized purposes.

   d. Comparison of expenditures with budget amounts for each federal award.

   e. Written procedures to implement the requirements of 2 CFR 200.305.

   f. Written procedures for determining the allowability of costs in accordance with 2 CFR Part 200 and 45 CFR Part 75, Subparts E - Cost Principles.

      [2 CFR 200.302 and 45 CFR 75.302]

   g. The Contractor shall document system and expense testing to show an acceptable level of reliability, including a review of actual source documents.

ARTICLE X. AUDIT REQUIREMENTS (Continued)

h. Determining whether the results of the reconciliations performed necessitate adjustment of the Contractor's own records.

7. The Contractor shall ensure that subcontractor single audit reports meet 2 CFR 200 and 45 CFR 75, Subparts F - Audit Requirements:

a. Performed timely – not less frequently than annually and a report submitted timely. The audit is required to be submitted within thirty (30) days after receipt of the Auditor's report or nine (9) months after the end of the audit period, whichever occurs first. [2 CFR 200 512 and 45 CFR 75.512]

b. Properly procured – use procurement standards for auditor selection. [2 CFR 200.509 and CFR 75.509]

c. Performed in accordance with Generally Accepted Government Auditing Standards. [2 CFR 200.514 and 45 CFR 75.514]

d. All inclusive – includes an opinion (or disclaimer of opinion) of the financial statements; a report on internal control related to the financial statements and major programs; an opinion (or disclaimer of opinion) on compliance with laws, regulations, and the provisions of contracts; and the schedule of findings and questioned costs. [2 CFR 200.515 and 45 CFR 75.515]

e. Performed in accordance with provisions applicable to this program as identified in 2 CFR Part 200, and 45 CFR Part 75, Subpart F, Audit Requirements.

8. Requirements identified in Sections D and E of this Article shall be included in contracts with the Subcontractor. Further, the Subcontractor shall be required to include in its contract with the independent Auditor that the Auditor will comply with all applicable audit requirements/standards; CDA shall have access to all audit reports and supporting work papers, and CDA has the option to perform additional work, as needed.

9. The Contractor shall prepare a summary worksheet of results from the contract resolutions performed of all subcontractors. The summary worksheet shall include, but not be limited to, contract amounts; amounts resolved; amounts of match verified, resolution of variances; recovered amounts; whether an audit was relied upon or the Contractor performed an independent expense verification review (alternative procedures) of the Subcontractor in making a determination; whether audit findings were issued; and, if applicable, issuance date of the management letter; and any communication or follow-up performed to resolve the findings.

ARTICLE X. AUDIT REQUIREMENTS (Continued)

10. A reasonably proportionate share of the costs of audits required by, and performed in, accordance with the Single Audit Act Amendments of 1996, as implemented by requirements of this part, are allowable. However, the following audit costs are unallowable:

    a. Any costs when audits required by the Single Audit Act and 2 CFR 200 and 45 CFR 75, Subparts F – Audit Requirements have not been conducted or have been conducted but not in accordance therewith; and

    b. Any costs of auditing a non-federal entity that is exempted from having an audit conducted under the Single Audit Act and 2 CFR 200 and 45 CFR 75, Subparts F – Audit Requirements because its expenditures under federal awards are less than $750,000 during the non-federal entity's fiscal year.

        i. The costs of a financial statement audit of a non-federal entity that does not currently have a federal award may be included in the indirect cost pool for a cost allocation plan or indirect cost proposal.

        ii. Pass-through entities may charge federal awards for the cost of agreed-upon-procedures engagements to monitor subcontractors who are exempted from the requirements of the Single Audit Act and 2 CFR 200 and 45 CFR 75, Subparts F – Audit Requirements. This cost is allowable only if the agreed-upon procedures engagements are conducted in accordance with Generally Accepted Government Auditing Standards (GAGAS) attestation standards, paid for and arranged by the pass-through entity, and limited in scope to one or more of the following types of compliance requirements: activities allowed or not allowed; allowable costs/cost principles; eligibility; and reporting.

[2 CFR 200.425]

ARTICLE XI. INSURANCE

A. Prior to commencement of any work under this Agreement, the Contractor shall provide for the term of this Agreement, the following insurance:

1. General liability of not less than $1,000,000 per occurrence for bodily injury and property damage combined. Higher limits may be required by the State in cases of higher than usual risks.

2. Automobile liability including non-owned auto liability, of not less than $1,000,000 for volunteers and paid employees providing services supported by this Agreement.

ARTICLE XI. INSURANCE (Continued)

3. If applicable, or unless otherwise amended by future regulation, the Contractor and subcontractors shall comply with the Public Utilities Commission General Order No. 115-F which requires higher levels of insurance for charter-party carriers of passengers and is based on seating capacity as follows:

   a. $750,000 if seating capacity is under 8

   b. $1,500,000 if seating capacity is 8 – 15

   c. $5,000,000 if seating capacity is over 15

4. Professional liability of not less than $1,000,000 as it appropriately relates to the services rendered. Coverage shall include medical malpractice and/or errors and omissions. (All programs except Title V).

B. The insurance will be obtained from an insurance company acceptable to the Department of General Services, Office of Risk and Insurance Management (DGS, ORIM), or be provided through partial or total self-insurance acceptable to the Department of General Services (DGS).

C. Evidence of insurance shall be in a form and content acceptable to DGS, ORIM.

D. The Contractor shall notify the State within five (5) business days of any cancellation, non-renewal, or material change that affects required insurance coverage.

E. Insurance obtained through commercial carriers shall meet the following requirements:

1. The Certificate of Insurance shall provide the statement: "The Department of Aging, State of California, its officers, agents, employees, and servants are included as additional insureds, with respect to work performed for the State of California under this Agreement." Professional liability coverage is exempt from this requirement.

2. CDA shall be named as the certificate holder and CDA's address must be listed on the certificate.

F. The insurance provided herein shall be in effect at all times during the term of this Agreement. In the event the insurance coverage expires during the term of this Agreement, the Contractor agrees to provide CDA, at least thirty (30) days prior to the expiration date, a new Certificate of Insurance evidencing insurance coverage as provided herein for a period not less than the remaining Agreement term or for a period not less than one (1) year. In the event the Contractor fails to keep in effect at all times said insurance coverage, CDA may, in addition to any other remedies it may have, terminate this Agreement.

ARTICLE XI. INSURANCE (Continued)

G. The Contractor shall require its subcontractors under this Agreement, other than units of local government which are similarly self-insured, to maintain adequate insurance coverage for general liability, Worker's Compensation liabilities, and if appropriate, auto liability including non-owned auto and professional liability, and further, the Contractor shall require all of its subcontractors to hold the Contractor harmless. The Subcontractor's Certificate of Insurance for general and auto liability shall also name the Contractor, not the State, as the certificate holder and additional insured. The Contractor shall maintain Certificates of Insurance for all of its subcontractors.

H. A copy of each appropriate Certificate of Insurance or letter of self-insurance, referencing this Agreement number shall be submitted to CDA with this Agreement.

I. The Contractor shall be insured against liability for Worker's Compensation or undertake self-insurance in accordance with the provisions of the Labor Code and the Contractor affirms to comply with such provisions before commencing the performance of the work under this Agreement. [Labor Code § 3700]

ARTICLE XII. TERMINATION

A. Termination Without Cause

CDA may terminate performance of work under this Agreement, in whole or in part, without cause, if CDA determines that a termination is in the State's best interest. CDA may terminate the Agreement upon ninety (90) days written notice to the Contractor. The Notice of Termination shall specify the extent of the termination and shall be effective ninety (90) days from the delivery of the Notice. The parties agree that if the termination of the Contract is due to a reduction or deletion of funding by the Department of Finance (DOF), Legislature or Congress, the Notice of Termination shall be effective thirty (30) days from the delivery of the Notice. The Contractor shall submit to CDA a Transition Plan as specified in Exhibit E of this Agreement. The parties agree that for the terminated portion of the Agreement, the remainder of Agreement shall be deemed to remain in effect and is not void.

B. Termination for Cause

CDA may terminate, in whole or in part, for cause the performance of work under this Agreement. CDA may terminate the Agreement upon thirty (30) days written notice to the Contractor. The Notice of Termination shall be effective thirty (30) days from the delivery of the Notice of Termination unless the grounds for termination are due to threat to life, health or safety of the public and in that case, the termination shall take effect immediately. The Contractor shall submit to CDA a Transition Plan as specified in Exhibit E of this Agreement. The grounds for termination for cause shall include, but are not limited to, the following:

ARTICLE XII. TERMINATION (Continued)

1. In case of threat of life, health or safety of the public, termination of the Agreement shall be effective immediately.

2. A violation of the law or failure to comply with any condition of this Agreement.

3. Inadequate performance or failure to make progress so as to endanger performance of this Agreement.

4. Failure to comply with reporting requirements.

5. Evidence that the Contractor is in an unsatisfactory financial condition as determined by an audit of the Contractor or evidence of a financial condition that endangers performance of this Agreement and/or the loss of other funding sources.

6. Delinquency in payment of taxes or payment of costs for performance of this Agreement in the ordinary course of business.

7. Appointment of a trustee, receiver, or liquidator for all or a substantial part of the Contractor's property, or institution of bankruptcy, reorganization or the arrangement of liquidation proceedings by or against the Contractor.

8. Service of any writ of attachment, levy of execution, or commencement of garnishment proceedings against the Contractor's assets or income.

9. The commission of an act of bankruptcy.

10. Finding of debarment or suspension. [Article II J]

11. The Contractor's organizational structure has materially changed.

12. CDA determines that the Contractor may be considered a "high risk" agency as described in 2 CFR 200.205 and 45 CFR 75.205. If such a determination is made, the Contractor may be subject to special conditions or restrictions.

C. Contractor's Obligation After Notice of Termination

After receipt of a Notice of Termination, and except as directed by CDA, the Contractor shall immediately proceed with the following obligations, as applicable, regardless of any delay in determining or adjusting any funds due under this clause.

The Contractor shall:

1. Stop work as specified in the Notice of Termination.

ARTICLE XII. TERMINATION (Continued)

2. Place no further subcontracts for materials or services, except as necessary, to complete the continued portion of the Contract.

3. Terminate all subcontracts to the extent they relate to the work terminated.

4. Settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts, (the approval or ratification of which will be final for purposes of this clause).

D. Effective Date

Termination of this Agreement shall take effect immediately in the case of an emergency such as threat to life, health, or safety of the public. The effective date for Termination with Cause or for funding reductions is thirty (30) days and Termination without Cause is ninety (90) days subsequent to written notice to the Contractor. The notice shall describe the action being taken by CDA, the reason for such action and, any conditions of the termination, including the date of termination.

E. Voluntary Termination of Area Plan Agreement (Title III Only)

Pursuant to 22 CCR 7210, the Contractor may voluntarily terminate its contract prior to its expiration either by mutual agreement with CDA or upon thirty (30) days written notice to CDA. In case of voluntary termination, the Contractor shall allow CDA up to one hundred eighty (180) days to transition services. The Contractor shall submit a Transition Plan in accordance with Exhibit E of this Agreement.

F. Notice of Intent to Terminate by Contractor (All other non-Title III Programs)

In the event the Contractor no longer intends to provide services under this Agreement, the Contractor shall give CDA Notice of Intent to Terminate. Such notice shall be given in writing to CDA at least one hundred eighty (180) days prior to the proposed termination date. Unless mutually agreed upon, the Contractor does not have the authority to terminate the Agreement. The Notice of Intent to Terminate shall include the reason for such action and the anticipated last day of work. The Contractor shall submit a Transition Plan in accordance with Exhibit E.

G. In the Event of a Termination Notice

CDA will present written notice to the Contractor of any condition, such as, but not limited to, transfer of clients, care of clients, return of unspent funds; and disposition of property, which must be met prior to termination.

ARTICLE XIII. REMEDIES

The Contractor agrees that any remedy provided in this Agreement is in addition to and not in derogation of any other legal or equitable remedy available to CDA as a result of breach of this Agreement by the Contractor, whether such breach occurs before or after completion of the project.

ARTICLE XIV. DISSOLUTION OF ENTITY

The Contractor shall notify CDA immediately of any intention to discontinue existence of the entity or to bring an action for dissolution.

ARTICLE XV. AMENDMENTS, REVISIONS OR MODIFICATIONS

i. No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed and approved through the State amendment process in accordance with the State Contract Manual. No oral understanding or agreement not incorporated in this Agreement is binding on any of the parties.

ii. The State reserves the right to revise, waive, or modify the Agreement to reflect any restrictions, limitations, or conditions enacted by Congress or the Legislature or as directed by the Executive Branch of State government.

ARTICLE XVI. NOTICES

A. Any notice to be given hereunder by either party to the other may be effected by personal delivery in writing or by registered or certified mail, overnight mail, postage prepaid, return receipt requested, provided the Contractor retains receipt, and shall be communicated as of actual receipt.

B. Any notice given to CDA for the Contractor's change of legal name, main address, or name of the Director shall be completed by submitting an Agency Contacts Designation Form (CDA045) to AAAcontactinfo@aging.ca.gov.

C. All other notices with the exception of those identified in Section B of this Article shall be addressed to the California Department of Aging, AAA Based Teams, 1300 National Drive, Suite 200, Sacramento, California, 95834. Notices mailed to the Contractor shall be to the address indicated on the coversheet of this Agreement.

D. Either party may change its address by written notice to the other party in accordance with this Article.

ARTICLE XVII. DEPARTMENT CONTACT

A. The name of CDA's contact to request revisions, waivers, or modifications affecting this Agreement, will be provided by the State to the Contractor upon full execution of this Agreement.

ARTICLE XVII. DEPARTMENT CONTACT (Continued)

B. The Contractor shall, upon request from CDA, submit the name of its Agency Contract Representative (ACR) for this Agreement by submitting an Agency Contacts Designation form (CDA 045) to AAAcontactinfo@aging.ca.gov. This form requires the ACR's address, phone number, email address, and FAX number to be included on this form. For any change in this information, the Contractor shall submit an amended CDA 045.

ARTICLE XVII INFORMATION INTEGRITY AND SECURITY

This section has been moved to Exhibit E in this UTC-220 form, but the numbering in this Exhibit has been preserved to match other AAA IF-2223 Agreements.

ARTICLE XIX COPYRIGHTS AND RIGHTS IN DATA

A. Copyrights

1. If any material funded by this Agreement is subject to copyright, the State reserves the right to copyright such material and the Contractor agrees not to copyright such material, except as set forth in Section B of this Article.

2. The Contractor may request permission to copyright material by writing to the Director of CDA. The Director shall grant permission, or give reason for denying permission to the Contractor in writing within sixty (60) days of receipt of the request.

3. If the material is copyrighted with the consent of CDA, the State reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, prepare derivative works, publish, distribute and use such materials, in whole or in part, and to authorize others to do so, provided written credit is given to the author.

4. The Contractor certifies that it has appropriate systems and controls in place to ensure that State funds will not be used in the performance of this contract for the acquisition, operation, or maintenance of computer software in violation of copyright laws.

B. Rights in Data

1. The Contractor shall not publish or transfer any materials, as defined in paragraph 2 below, produced or resulting from activities supported by this Agreement without the express written consent of the Director of CDA. That consent shall be given, or the reasons for denial shall be given, and any conditions under which it is given or denied, within thirty (30) days after the written request is received by CDA. CDA

ARTICLE XIX. COPYRIGHTS AND RIGHTS IN DATA (Continued)

may request a copy of the material for review prior to approval of the request. This subsection is not intended to prohibit the Contractor from sharing identifying client information authorized by the participant or summary program information which is not client-specific.

2. As used in this Agreement, the term "subject data" means writings, sound recordings, pictorial reproductions, drawings, designs or graphic representations, procedural manuals, forms, diagrams, workflow charts, equipment descriptions, data files and data processing or computer programs, and works of any similar nature (whether or not copyrighted or copyrightable) which are first produced or developed under this Agreement. The term does not include financial reports, cost analyses and similar information incidental to contract administration, or the exchange of that information between AAAs to facilitate uniformity of contract and program administration on a statewide basis.

3. Subject only to other provisions of this Agreement, the State may use, duplicate, or disclose in any manner, and have or permit others to do so subject to State and federal law, all subject data delivered under this Agreement.

ARTICLE XX. BILINGUAL AND LINGUISTIC PROGRAM SERVICES

A. Needs Assessment

1. The Contractor shall conduct a cultural and linguistic group-needs assessment of the eligible client population in the Contractor's service area to assess the language needs of the population and determine what reasonable steps are necessary to ensure meaningful access to services and activities to eligible individuals. [22 CCR 98310, 98314]

   The group-needs assessment shall take into account the following four (4) factors:

   a. Number or proportion of persons with Limited English Proficiency (LEP) eligible to be served or encountered by the program.

   b. Frequency with which LEP individuals come in contact with the program.

   c. Nature and importance of the services provided.

   d. Local or frequently used resources available to the Contractor.

   This group-needs assessment will serve as the basis for the Contractor's determination of "reasonable steps" and provide documentary evidence of compliance with Cal. Gov. Code § 11135 et seq.; 2 CCR 11140, 2 CCR 11200 et seq., and 22 CCR98300 et seq.

ARTICLE XX. BILINGUAL AND LINGUISTIC PROGRAM SERVICES (Continued)

2. The Contractor shall prepare and make available a report of the findings of the group-needs assessment that summarizes:

   a. Methodologies used.

   b. The linguistic and cultural needs of non-English speaking or LEP groups.

   c. Services proposed to address the needs identified and a timeline for implementation. [22 CCR 98310]

3. The Contractor shall maintain a record of the group-needs assessment on file at the Contractor's headquarters at all times during the term of this Agreement. [22 CCR 98310, 98313]

B. Provision of Services

1. The Contractor shall take reasonable steps, based upon the group-needs assessment identified in Section A of this Article, to ensure that "alternative communication services" are available to non-English speaking or LEP beneficiaries of services under this Agreement. [22 CCR 11162]

2. "Alternative communication services" include, but are not limited to, the provision of services and programs by means of the following:

   a. Interpreters or bilingual providers and provider staff.

   b. Contracts with interpreter services.

   c. Use of telephone interpreter lines.

   d. Sharing of language assistance materials and services with other providers.

   e. Translated written information materials, including but not limited to, enrollment information and descriptions of available services and programs.

   f. Referral to culturally and linguistically appropriate community service programs.

3. Based upon the findings of the group-needs assessment, the Contractor shall ensure that reasonable alternative communication services are available to meet the linguistic needs of identified eligible client population groups at key

ARTICLE XX. BILINGUAL AND LINGUISTIC PROGRAM SERVICES (Continued)

points of contact. Key points of contact include, but are not limited to, telephone contacts, office visits and in-home visits.
[22 CCR 11162]

The Contractor shall self-certify to compliance with the requirements of this section and shall maintain the self-certification record on file at the Contractor's office at all times during the term of this Agreement. [22 CCR 98310]

4. The Contractor shall notify its employees of clients' rights regarding language access and the Contractor's obligation to ensure access to alternative communication services where determined appropriate based upon the needs assessment conducted by the Contractor. [22 CCR 98324]

5. Noncompliance with this section may result in suspension or termination of funds and/or termination of this Agreement. [22 CCR 98370]

C. Compliance Monitoring

1. The Contractor shall develop and implement policies and procedures for assessing and monitoring the performance of individuals and entities that provide alternative communication services to non-English and LEP clients. [22 CCR 98310]

2. The Contractor shall monitor, evaluate, and take effective action to address any needed improvement in the delivery of culturally and linguistically appropriate services. [22 CCR 98310]

3. The Contractor shall permit timely access to all records of compliance with this section. Failure to provide access to such records may result in appropriate sanctions. [22 CCR 98314]

D. Notice to Eligible Beneficiaries of Contracted Services

1. The Contractor shall designate an employee to whom initial complaints or inquiries regarding national origin can be directed. [22 CCR 98325]

2. The Contractor shall make available to ultimate beneficiaries of contracted services and programs information regarding CDA's procedure for filing a complaint and other information regarding the provisions of Cal. Gov. Code § 11135 et seq. [22 CCR 98326]

3. The Contractor shall notify CDA immediately of a complaint alleging discrimination based upon a violation of State or federal law. [2 CCR 11162, 22 CCR 98310, 98340]

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Exhibit E – Special Conditions for Security of Confidential Information

(if applicable)

If the Scope of Work or project results in additional legal and regulatory requirements regarding security of Confidential Information, those requirements regarding the use and disposition of the information, will be provided by the funding State agency in Exhibit E. (Please see section 8.E of Exhibit C.)

[the label below, ARTICLE XVII, is numbering preserved to match Exhibit D in all other AAA IF-2223 agreements]

ARTICLE XVIII. INFORMATION INTEGRITY, AND SECURITY

A. Information Assets

The Contractor, and its Subcontractors/Vendors, shall have in place operational policies, procedures, and practices to protect State information assets, including those assets used to store or access Personal Health Information (PHI), Personal Information (PI) and any information protected under the Health Insurance Portability and Accountability Act (HIPAA), (i.e., public, confidential, sensitive and/or personal identifying information) herein referred to as Personal, Sensitive and Confidential Information (PSCI) as specified in the State Administrative Manual, 5300 to 5365.3; Cal. Gov. Code § 11019.9, DGS Management Memo 06-12; DOF Budget Letter 06-34; and CDA Program Memorandum 07-18 Protection of Information Assets and the Statewide Health Information Policy Manual.

Information assets may be in hard copy or electronic format and may include but is not limited to:

1. Reports
2. Notes
3. Forms
4. Computers, laptops, cellphones, printers, scanners
5. Networks (LAN, WAN, WIFI) servers, switches, routers
6. Storage media, hard drives, flash drives, cloud storage
7. Data, applications, databases

B. Encryption of Computing Devices

The Contractor, and its Subcontractors/Vendors, are required to use 128-Bit encryption for PSCI data that is collected and stored under this Agreement that is confidential, sensitive, and/or personal information including data stored on all computing devices (including but not limited to, workstations, servers, laptops, personal digital assistants, notebook computers and backup media) and/or portable electronic storage media (including but not limited to, discs, thumb/flash drives, portable hard drives, and backup media).

ARTICLE XVIII. INFORMATION INTEGRITY, AND SECURITY (Continued)

C. Disclosure

1. The Contractor, and its Subcontractors/Vendors, shall ensure that all PSCI is protected from inappropriate or unauthorized access or disclosure in accordance with applicable laws, regulations and State policies.

2. The Contractor, and its Subcontractors/Vendors, shall protect from unauthorized disclosure, PSCI such as names and other identifying information concerning persons receiving services pursuant to this Agreement, except for statistical information not identifying any participant.

3. "Personal Identifying information" shall include, but not be limited to: name; identifying number; social security number; state driver's license or state identification number; financial account numbers; and symbol or other identifying characteristic assigned to the individual, such as finger or voice print or a photograph.

4. The Contractor, and its Subcontractors/Vendors, shall not use PSCI above for any purpose other than carrying out the Contractor's obligations under this Agreement. The Contractor and its Subcontractors are authorized to disclose and access identifying information for this purpose as required by OAA.

5. The Contractor and its Subcontractors/Vendors, shall not, except as otherwise specifically authorized or required by this Agreement or court order, disclose any identifying information obtained under the terms of this Agreement to anyone other than CDA without prior written authorization from CDA. The Contractor may be authorized, in writing, by a participant to disclose identifying information specific to the authorizing participant.

6. The Contractor, and its Subcontractors/Vendors, may allow a participant to authorize the release of information to specific entities, but shall not request or encourage any participant to give a blanket authorization or sign a blank release, nor shall the Contractor accept such blanket authorization from any participant.

D. Security Awareness Training

1. The Contractor's employees, Subcontractors/Vendors, and volunteers handling PSCI must complete the required CDA Security Awareness Training module located at https://www.aging.ca.gov/ProgramsProviders/#Resources within thirty (30) days of the start date of the Contract/Agreement, within thirty (30) days of the start date of any new employee, Subcontractor, Vendor or volunteer's employment and annually thereafter.

2. The Contractor must maintain certificates of completion on file and provide them to CDA upon request.

ARTICLE XVIII. INFORMATION INTEGRITY, AND SECURITY (Continued)

E. Health Insurance Portability and Accountability Act (HIPAA)

The Contractor agrees to comply with the privacy and security requirements of HIPAA and ensure that Subcontractors/Vendors comply with the privacy and security requirements of HIPAA.

F. Information Integrity and Security Statement

The Contractor shall sign and return an Information Integrity and Security Statement (CDA 1024) form with this Agreement. This is to ensure that the Contractor is aware of, and agrees to comply with, their obligations to protect CDA information assets, including PSCI, from unauthorized access and disclosure.

G. Security Incident Reporting

A security incident occurs when CDA information assets are or reasonably believed to have been accessed, modified, destroyed, or disclosed without proper authorization, or are lost or stolen. The Contractor, and its Subcontractors/Vendors, must comply with CDA's security incident reporting procedure located at https://www.aging.ca.gov/ProgramsProviders/#Resources.

H. Security Breach Notifications

Notice must be given by the Contractor, and/or its Subcontractors/Vendors to anyone whose PSCI could have been breached in accordance with HIPAA, the Information Practices Act of 1977, and State policy.

I. Software Maintenance

The Contractor, and its Subcontractors/Vendors, shall apply security patches and upgrades in a timely manner and keep virus software up-to-date on all systems on which State data may be stored or accessed.

J. Electronic Backups

The Contractor, and its Subcontractors/Vendors, shall ensure that all electronic information is protected by performing regular backups of files and databases and ensure the availability of information assets for continued business. The Contractor, and its Subcontractors/Vendors, shall ensure that all data, files and backup files are encrypted.

K. Provisions of this Article

The provisions contained in this Article shall be included in all contracts of both the Contractor and its Subcontractors/Vendors.

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Exhibit F – Access to State Facilities or Computing Resources

(if applicable)

If the Scope of Work or project requires that the Universities have access to State agency facilities or computing systems and a separate agreement between the individual accessing the facility or system and the State agency is necessary, then the requirement for the agreement and the agreement itself will be listed in Exhibit F. (Please see section 21 of Exhibit C.)

NOT APPLICABLE

Exhibit G – Negotiated Alternate UTC Terms (if applicable)

An alternate provision in Exhibit G must clearly identify whether it is replacing, deleting or modifying a provision of Exhibit C. The Order of Precedence incorporated in Exhibit C clearly identifies that the provisions on Exhibit G take precedence over those in Exhibit C.

*While every effort has been made to keep the UTC as universal in its application as possible, there may be unique projects where a given term in the UTC may be inappropriate or inadequate, or additional terms may be necessary. California Education Code §67327(b) allows for terms to be changed or added, but only through the mutual agreement and negotiation of the State agency and the University campus. If a given term in the UTC is to be changed, the change should **not** be noted in Exhibit C, but rather noted separately in Exhibit G.*

The Provision 4. Liability below replaces Provision 4 Liability in Exhibit C, UTCs.

4. Liability

A. The contracting CSU Auxiliary Organization (Auxiliary)[3] shall defend, indemnify and hold harmless the State, its officers, employees and agents from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damages arising out of the performance of this Agreement but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the Auxiliary, its respective officers, agents or employees.

B. If the University[4] provides funds to any third party ("Subawardee"), excluding any agency or department of the United States, to accomplish any of the work of this agreement, the University shall first enter into a written agreement with each Subawardee by which the Subawardee agrees to indemnify and hold harmless the State of California, the State and its officers, agents, and employees from any and all liabilities, losses, claims, demands, damages, or costs, including without limitation litigation costs and attorney's fees, resulting from or arising out of the Subawardee's performance under its agreement with the University, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the Subawardees, its respective officers, agents or employees. The foregoing does not limit any breach of contract action that the State may have against the University.

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[3] *CSU Auxiliary Organization: A CSU Auxiliary Organization authorized to receive and administer externally funded projects on behalf of the Trustees of the California State University, pursuant to CCR Title 5, Division 5, Chapter 1, Subchapter 6, Article 2, Section 42500 (5 CCR § 42500).*

[4] *University, as defined in Exhibit C, University Terms and Conditions (UTC-MYY): The California State University campus or auxiliary or the University of California system, as represented by the specific campus identified as the "Contractor" on the Standard Agreement Form STD 213 to perform research, training, or service under this Agreement.*

REPORT OF EXPENDITURES FOR OARR 3C1 SENIOR NUTRITION

PROVIDER NAME:
SERVICE PROVIDED: OCNP Senior Nutrition Congregate Meals
MONTH/YEAR:

Cost Category	Month Total	Year to Date	Budget	Remaining Balance
(1) Personnel				$0.00
(2) Rent				$0.00
(3) Equipment				$0.00
(4) Supplies				$0.00
(5) Travel				$0.00
(6) Training				$0.00
(7) Other (List)	$0.00			$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
(8) Total Direct Costs	$0.00	$0.00	$0.00	$0.00
(9) Indirect (10% MTDC)	$0.00	$0.00	$0.00	$0.00
(10) Total Costs	$0.00	$0.00	$0.00	$0.00
(11) OARR 3C1 RFF	$0.00	$0.00	$0.00	$0.00

	Month Total	Year-to-Date
Meals		
Unduplicated Clients		

I hereby certify that to the best of my knowledge and belief this report is accurate and complete.

Name/Prepared By _____ Date _____

Name/Reviewed By _____ Date _____

Name/Reviewed By _____ Date _____

In signing below, I approve payment of this invoice and attest that the charges appear reasonable, and progress to date on this project is satisfactory and in keeping with the statement of work.

Authorized Signature (PI or PI's Delegate) _____ Date _____

REPORT OF EXPENDITURES FOR OARR 3C2 SENIOR NUTRITION

PROVIDER NAME:
SERVICE PROVIDED: OCNP Senior Nutrition Home-Delivered Meals
MONTH/YEAR:

Cost Category	Month Total	Year to Date	Budget	Remaining Balance
(1) Personnel				$0.00
(2) Rent				$0.00
(3) Equipment				$0.00
(4) Supplies				$0.00
(5) Travel				$0.00
(6) Training				$0.00
(7) Other (List)	$0.00			$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
(8) Total Direct Costs	$0.00	$0.00	$0.00	$0.00
(9) Indirect (10% MTDC)	$0.00	$0.00	$0.00	$0.00
(10) Total Costs	$0.00	$0.00	$0.00	$0.00
(11) OARR 3C2 RFF	$0.00	$0.00	$0.00	$0.00

	Month Total	Year-to-Date
Meals		
Unduplicated Clients		

I hereby certify that to the best of my knowledge and belief this report is accurate and complete.

Name/Prepared By _____ Date _____

Name/Reviewed By _____ Date _____

Name/Reviewed By _____ Date _____

In signing below, I approve payment of this invoice and attest that the charges appear reasonable, and progress to date on this project is satisfactory and in keeping with the statement of work.

Authorized Signature (PI or PI's Delegate) _____ Date _____

Provider Agency:
Program: Older Californians Nutrition Program (OCNP)
Budget Period: 1/1/2023 - 12/31/2023
Special Funds: Older Adult Recovery and Resilience (OARR)
Indirect Allowed: 10% Modified Total Direct Costs
Match Required: No

Congregate Meals			
COST CATEGORY	**Budgeted Costs**	**Activities**	
		Meals	**Program**
(1) Personnel	$ -		
(2) Rent	$ -		
(3) Equipment*	$ -		
(4) Supplies	$ -		
(5) Travel	$ -		
(6) Training	$ -		
(7) Other Costs (including food)	$ -		
(8) TOTAL DIRECT COSTS	$ -	$ -	$ -
(9) Indirect Costs	$ -	$ -	$ -
(10) TOTAL COSTS	$ -	$ -	$ -

FUNDING CATEGORY	**Budgeted Funds**	**Cash**	**In-Kind**
(11) Non-Matching Funds	$ -		
(12) Matching Funds	$ -		
(13) Program Income	$ -		
(14) OARR Funds	$ -		
(15) TOTAL FUNDING	$ -	$ -	$ -

Total Number of Congregate OARR Meals

* (!) IT EQUIPMENT OR EQUIPMENT VALUED OVER $4999 REQUIRES PRIOR APPROVAL FROM PASSAGES AND MUST BE ADDED TO THE EQUPIMENT TAB

Provider Agency:
Program: Older Californians Nutrition Program (OCNP)
Budget Period: 1/1/2023 - 12/31/2023
Special Funds: Older Adult Recovery and Resilience (OARR)
Indirect Allowed: 10% Modified Total Direct Costs
Match Required: No

Home-Delivered Meals			
COST CATEGORY	**Budgeted Costs**	**Activities**	
		Meals	**Program**
(1) Personnel	$ -		
(2) Rent	$ -		
(3) Equipment*	$ -		
(4) Supplies	$ -		
(5) Travel	$ -		
(6) Training	$ -		
(7) Other Costs (including food)	$ -		
(8) TOTAL DIRECT COSTS	$ -	$ -	$ -
(9) Indirect Costs	$ -	$ -	$ -
(10) TOTAL COSTS	$ -	$ -	$ -

FUNDING CATEGORY	**Budgeted Funds**	**Cash**	**In-Kind**
(11) Non-Matching Funds	$ -		
(12) Matching Funds	$ -		
(13) Program Income	$ -		
(14) OARR Funds	$ -		
(15) TOTAL FUNDING	$ -	$ -	$ -

Total Number of Home-Delivered OARR Meals

* (!) IT EQUIPMENT OR EQUIPMENT VALUED OVER $4999 REQUIRES PRIOR APPROVAL FROM PASSAGES AND MUST BE ADDED TO THE EQUPIMENT TAB

Area Agency on Aging, PSA 3
3C1 Services Budget
AAA 3 122P (Oct. 2017)

AREA PLAN PROPERTY / EQUIPMENT JUSTIFICATION
PROPERTY AUTHORIZATION BUDGET SUPPLEMENT AREA PLAN PROPER

BUDGET PERIOD:	PROVIDER:
ITEM DESCRIPTION	**PURPOSE/JUSTIFICATION** Property/Equipment with a per unit price of $500 prior approval and need - Property must be reasonable and n
SUBRECIPIENT CONTRACTOR PROPERTY / EQUIPMENT	

RTY/EQUIPMENT JUSTIFICATION

CONTRACT NO.:		DATE:		PSA # 03
or more requires CDA Describe use ecessary to program	**PER UNIT COST**	**QTY**	**FUNDING USED**	**TOTAL COST**
BRECIPIENT CONTRACTOR PROPERTY / EQUIPMENT				**0**

PLUMAS COUNTY
SHERIFFS DEPARTMENT
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Christopher Driscoll, Deputy Sheriff**
MEETING DATE:	**June 6, 2023**
SUBJECT:	**Presentation by Sheriff Todd Johns on the Sheriff's Office hiring background process.**

Recommendation:
Presentation by Sheriff Todd Johns on the background process for prospective employees at the Sheriff's Office

Background and Discussion:
To explain the Sheriff's Office background process for vetting and hiring new employees.

Action:

None- Information only

Fiscal Impact:

None

Attachments:
1. Background Info

POST Background Investigation File

PEACE OFFICER

This set of tabs is intended to assist background investigators in organizing information and documentation required by the POST **Peace Officer Selection Requirements (Commission Regulations 1950-1955)**. Each tab cites the relevant POST requirement, including the documentation requirements associated with each area of investigation.

Pursuant to Penal Code Section 13512, POST conducts regularly scheduled inspections. These audits verify that agencies in the POST program are in compliance with the statutes, regulations, procedures, and documentation requirements associated with the background investigation process. These tabs will help expedite document inspection by your POST Regional Consultant.

POST Commission Regulations and other related materials (e.g., Background Investigation Manual) can be found at www.post.ca.gov.

First | MI | Last

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Background Investigation Files: Peace Officer

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E Local Law Enforcement Agency Record Checks ☐

F Credit Records Check ☐

G Education Verification ☐

H Citizenship / Age Verification ☐

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N Medical / Psychological Clearances Med ☐ Psych ☐

Misc Other Documentation ☐

A **Background Narrative Report**
– Commission Regulation 1953(g)

(1) *The background investigator shall summarize the background investigation results in a narrative report that includes sufficient information for the reviewing authority to extend, as appropriate, a conditional offer of employment. The report, along with all supporting documentation obtained during the course of the background investigation, shall be included in the candidate's background investigation file. The supporting documents shall be originals or true, current and accurate copies as attested to by the background investigator. The background investigation file shall be made available during POST compliance inspections.*

(2) ***Retention.*** *The background narrative report and supporting documentation shall be retained in the individual's background investigation file for as long as the individual remains in the department's employ. Additional record retention requirements are described in Government Code § 12946.*

Common Oversights/Problems:

- Narrative **does not provide sufficient** detail (e.g., "all references were positive").
- No documentation in file to allow for actual identification of contacts interviewed and what was said.
- Narrative fails to address all mandatory areas of inquiry.
- Narrative includes all information with **no supporting documentation in applicable tabs**.

B **Personal History Statement**
– Commission Regulation 1953(c)

Every peace officer candidate shall complete, sign, and date a personal history statement at the onset of the background investigation. A personal history statement can be either the POST Personal History Statement – Peace Officer, POST 2-251 or an alternative personal history statement. An alternative personal history statement shall include inquiries related to the following areas of investigation: personal identifying information, relatives and references contact information, education history, residence history, experience and employment history, military history, financial history, legal history, driving history, and other topics related to moral character.

Common Oversights/Problems:

- Sections of the form are incomplete or inaccurate.
- No signature on last page.
- Candidate has not initialed each page, if required by PHS form.

C DOJ/FBI Fingerprint Returns and Firearms Clearance – Commission Regulation 1953(e)(3)

*(B) A **state search** shall include forwarding the candidate's fingerprints to the California Department of Justice (DOJ) to establish the candidate's legal eligibility for employment (Government Code § 1029) and eligibility to possess a firearm [Penal Code § 29805(c); U.S. Code Title 18 § 922(d)(9)].*

*Proof of a state search shall be documentation issued by the DOJ consisting of an **official clearance return** and an **authorization to possess and carry firearms**. The authorization shall be relevant to the peace officer position and shall have been generated no more than one year prior to the date of employment.*

*(C) A **national search** shall include forwarding the candidate's fingerprints to the Federal Bureau of Investigation (FBI).*

*Proof of a national search shall consist of an **official clearance from the FBI.** The clearance shall be relevant to the peace officer position and shall have been generated no more than one year prior to the date of employment.*

NOTE: Three separate documents are required:

(1) DOJ official clearance

(2) DOJ firearms clearance

(3) FBI official clearance

Common Oversights/Problems:

- Confusing a delay notification with an actual clearance return.
- Confusing a DOJ concealed weapons print return for reserve officers with a Firearms Clearance: a reserve officer needs the same fingerprint returns as a full-time officer.
- Reports are more than one year old and/or associated with a different position (e.g., non-sworn, correctional officer).
- Failing to request returns from **both** DOJ and FBI on the Live Scan request form.

D Driving Record Check
– Commission Regulation 1953(e)(4)

(A) Every peace officer candidate's driving history, if any, shall be checked to assess behaviors consistent with the safe and appropriate operation of a motor vehicle and adherence to the law.

(B) Proof of the driving history check shall consist of a written driving record history from the Department of Motor Vehicles or other official driving record. The record shall be dated no more than one year prior to the date of employment.

Common Oversight/Problem:

- Reports are more than one year old.
- Copy of CDL in file in lieu of driving record.
- Missing official DMV printout.

California POST

E Local Law Enforcement Agency Record Checks
– Commission Regulation 1953(e)(3)

(A) **Local searches** *shall include inquiries with local law enforcement departments where the candidate has lived, worked, attended school, or frequently visited.*

Proof of local searches shall be documented by a letter or other written documentation from each department contacted. If a contacted department does not provide written documentation, the request for information shall be noted.

Common Oversights/Problems:

- Missing from file or not covered in narrative.
- Not waiting for all returns.
- Copies of CLETS, NCIC, or other similar computer record printouts in file.

F **Credit Records Check**
– Commission Regulation 1953(e)(11)

(A) Every peace officer candidate shall be the subject of a credit record search with a bona fide credit reporting agency (i.e., Experian, TransUnion, Equifax) to determine the candidate's credit standing with lenders, as an indication of the candidate's dependability and integrity.

(B) Proof of a credit record check shall be documented by an official credit report returned by one of the bona fide credit reporting agencies. The report shall have been created no more than one year prior to the date of employment.

Common Oversights/Problems:

- Reports are more than one year old.
- Report is **not** from bona fide credit reporting agency (i.e. Experian, Transunion, Equifax).

G Education Verification
– Commission Regulation 1953(e)(5)

(A) Every peace officer candidate shall meet one of the following minimum education requirements pursuant to Government Code § 1031(e):

1. *Be a high school graduate of one of the following:*
   a. *A U.S. public school, or*
   b. *An accredited U.S. Department of Defense high school, or*
   c. *An accredited or approved public or nonpublic high school.*
2. *Pass the General Education Development (GED) test or other high school equivalency test approved by the State Department of Education that indicates high school graduation level.*
3. *Pass the California High School Proficiency Examination, or*
4. *Have attained a two-year, four-year, or advanced degree from an accredited college or university.*

Any accreditation or approval shall be from a state or local government educational agency using local or state government approved accreditation, licensing, registration, or other approval standards, a regional accrediting association holding full membership in the National Council for Private School Accreditation (NCPSA), an organization holding full membership in AdvancED, an organization holding full membership in the Council for American Private Education (CAPE), or an accrediting association recognized by the National Federation of Nonpublic School State Accrediting Associations (NFNSSAA).

(B) Proof shall consist of an official transcript or other means of verifying satisfactory completion of educational requirements deemed acceptable by POST. The document shall be an original, a certified copy, or a copy that includes a notation by the investigator that the original or certified copy was reviewed.

Common Oversights/Problems:

- Documented education does not correspond/support education claim on PHS.
- Transcripts are not official.
- Diploma rather than transcript is included.
- Copy of transcript is not certified or lacks notation that it was copied from the original.
- School is not accredited/approved per Government Code Section 1031(e).
- Includes training records rather than, or in addition to, education records (e.g., transcripts). (Training records should be placed under the MISC tab).

H Citizenship/Age Verification
– Commission Regulation 1953(e)

Citizenship – *1953(e)(1)*

(A) Every peace officer candidate, except those applying to the California Highway Patrol, shall be either a United States citizen or a permanent resident alien who is eligible for and has applied for citizenship on or within three years before the date of appointment as a peace officer (Government Code § 1031(a) and 1031.5).

(B) Every peace officer candidate for the California Highway Patrol shall be a United States citizen at time of appointment as a peace officer (Vehicle Code § 2267).

(C) Proof of U.S. citizenship shall consist of an official government-issued birth certificate, naturalization documentation, or other citizenship documentation deemed acceptable by POST. The document shall be an original, a certified copy, or a copy that includes a notation by the investigator that the original or certified copy was reviewed.

Age – *1953(e)(2)*

(A) Every peace officer candidate shall be minimally 18 years of age on or before the date of appointment as a peace officer.

(B) Proof of age shall be satisfied by any document accepted for proof of citizenship.

Common Oversights/Problems:

- Certificate is not issued by a government agency.
- Document is not a certified, or investigator-attested-to copy of a certified, birth certificate.
- For candidates who are not yet citizens, failing to include proof of application for citizenship and legal resident alien card.
- Accepting an "Abstract of Birth" in lieu of an official birth certificate.
- Passport or passport card is not current/valid.
- Copy of the passport or passport card is not endorsed by the investigator as being a true copy of the original.
- Copy of passport card does not include **both** sides.

I Military History Check
– Commission Regulation 1953(e)(10)

(A) When applicable, a candidate shall be required to present proof of Selective Service registration or military service records.

(B) Proof of a military history check shall consist of written verification of Selective Service registration, except for women or any man born prior to January 1, 1960. For any candidate who indicates military history on the personal history statement, proof shall consist of an official copy of their DD-214 long form or equivalent documentation of foreign military service, if available.

Common Oversights/Problems:

- Document submitted is not DD-214 long form.
- No documentation is offered for willful failure to register.

J Dissolution of Marriage Check
– Commission Regulation 1953(e)(8)

(A) Every peace officer candidate who indicates one or more marriage dissolutions on the personal history statement shall have his/her court issued dissolution documents and legal separation decrees reviewed as an indication of personal integrity, financial responsibility, and other relevant aspects of candidate suitability.

(B) Proof of the dissolution/separation of marriage check shall be documented by a copy of all final court-issued dissolution documents and legal separation decrees.

Common Oversight/Problem:

- Failure to include entire court-issued final **dissolution** of marriage/domestic partnership, with an affixed court date/ verification stamp, in the file.
- Only entry of judgment in file.

K Employment History Checks
– Commission Regulation 1953(e)(6)

(A) Every peace officer candidate shall be the subject of employment history checks through contacts with all past and current employers over a period of at least ten years, as listed on the candidate's personal history statement.

(B) Proof of the employment history check shall be documented by a written account of the information provided and source of that information for each place of employment contacted. All information requests shall be documented.

Common Oversight/Problem:

- Insufficient number of employers contacted (regulations require **at least 10 years worth**).
- Contacts with employers not dated.
- No supporting documentation (e.g., quetionnaires, employer comments) in the file.
- Using former evaluations in lieu of personal contact with employers.

L Relatives/Personal References Checks
– Commission Regulation 1953(e)(7)

(A) Every peace officer candidate shall be the subject of reference checks through contacts and interviews with relatives, including former spouses, and personal references listed on the candidate's personal history statement. Additional references, provided by the initial contacts, shall also be contacted and interviewed to determine whether the candidate has exhibited behavior incompatible with the position sought. Sufficient information shall be collected and reviewed to determine candidate suitability.

(B) Proof of reference checks shall be documented by written information showing that relatives and personal references identified by the candidate were interviewed. Documentation shall include the identity of each individual contacted, the contact's relationship to the candidate, and an account of the information provided by the contact. All requests for information shall be documented.

Common Oversight/Problem:

- Contact information not included in file.
- Contacts with references not dated.
- No supporting documentation (e.g., questionnaries, comments) in the file.
- No documentation of contact with secondary references or ex-spouses/domestic partners.

M Neighborhood Checks
– Commission Regulation 1953(e)(9)

(A) Every peace officer candidate shall be the subject of contacts and interviews with current and, where practicable, previous neighbors to determine whether the candidate has exhibited behavior incompatible with the position sought.

(B) Proof of neighborhood checks shall be documented by written information showing the identity of each neighbor contacted, the neighbor's relationship to the candidate, and an account of the information provided by the individual. All requests for information shall be documented.

Common Oversight/Problem:

- Residential history included instead of actual contacts with current/former neighbors.
- No checks of **past** residences.
- Contacts with neighbors not dated.
- No supporting documentation (e.g., questionnaires, neighbor comments) in the file.

N Medical / Psychological Clearances
– Commission Regulations 1954 and 1955.

Medical Evaluation Reporting Requirements – *1954(e)*

The evaluating physician shall submit a medical suitability declaration to the department that shall include the following information:

(A) The physician's printed name, contact information and medical license number,

(B) The candidate's name,

(C) The date the evaluation was completed, and

(D) A statement, signed by the physician, affirming that the candidate was evaluated in accordance with Commission Regulation 1954. The statement shall include a determination of the candidate's medical suitability for exercising the powers of a peace officer. Prior to appointment as a peace officer, the candidate must be determined to be medically suitable.

The department shall maintain the medical suitability declaration in the candidate's background investigation file; the declaration shall be available to POST during compliance inspections.

Psychological Evaluation Reporting Requirements – *1955(f)*

The evaluator shall submit a psychological suitability declaration to the department that shall include the following information:

(A) The evaluator's printed name, contact information and professional license number,

(B) The name of the candidate,

(C) The date the evaluation was completed, and

(D) A statement, signed by the evaluator, affirming that the candidate was evaluated in accordance with Commission Regulation 1955. The statement shall include a determination of the candidate's psychological suitability for exercising the powers of a peace officer. Prior to appointment as a peace officer, the candidate must be determined to be psychologically suitable.

The department shall maintain the psychological suitability declaration in the candidate's background investigation file; the declaration shall be available to POST during compliance inspections.

Common Oversights/Problems:

- Suitability declaration signed by medical assistant or nurse practitioner rather than **physician/psychologist**.
- Confidential medical/psychological information in file.
- Evaluation completed **more than one year** prior to date of employment/appointment.
- No documentation in file, merely a note that clearance letter is kept at HR.
- No medical license number or contact information for physician/psychologist.
- Statement indicating the evaluation was conducted per Regulations 1954/1955 not included on clearance.

Misc **Other Documentation**

Additional/miscellaneous items (e.g., waiver copies, detection of deception examination, training records, and other items)

PLUMAS COUNTY
SHERIFFS DEPARTMENT
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Roni Towery**
MEETING DATE:	**June 6, 2023**
SUBJECT:	**Approve and authorize fixed asset purchase of five (5) Motorola mobile radios, for a total amount not to exceed $33,326.00 from 70386-542200; discussion and possible action. Roll call vote**

Recommendation:

Approve and authorize fixed asset purchase of five (5) Motorola mobile radios for a total amount not to exceed $33,326.00 from 70386-542200

Background and Discussion:

Board of Supervisors approval is required for fixed asset purchases. The Sheriff's Office is purchasing five (5) Motorola mobile radios. This expense is grant funded, utilizing FY20 State Homeland Security Grant funds for the purchase.

Action:

Approve and authorize fixed asset purchase of five (5) Motorola mobile radios for a total amount not to exceed $33,326.00 from 70386-542200

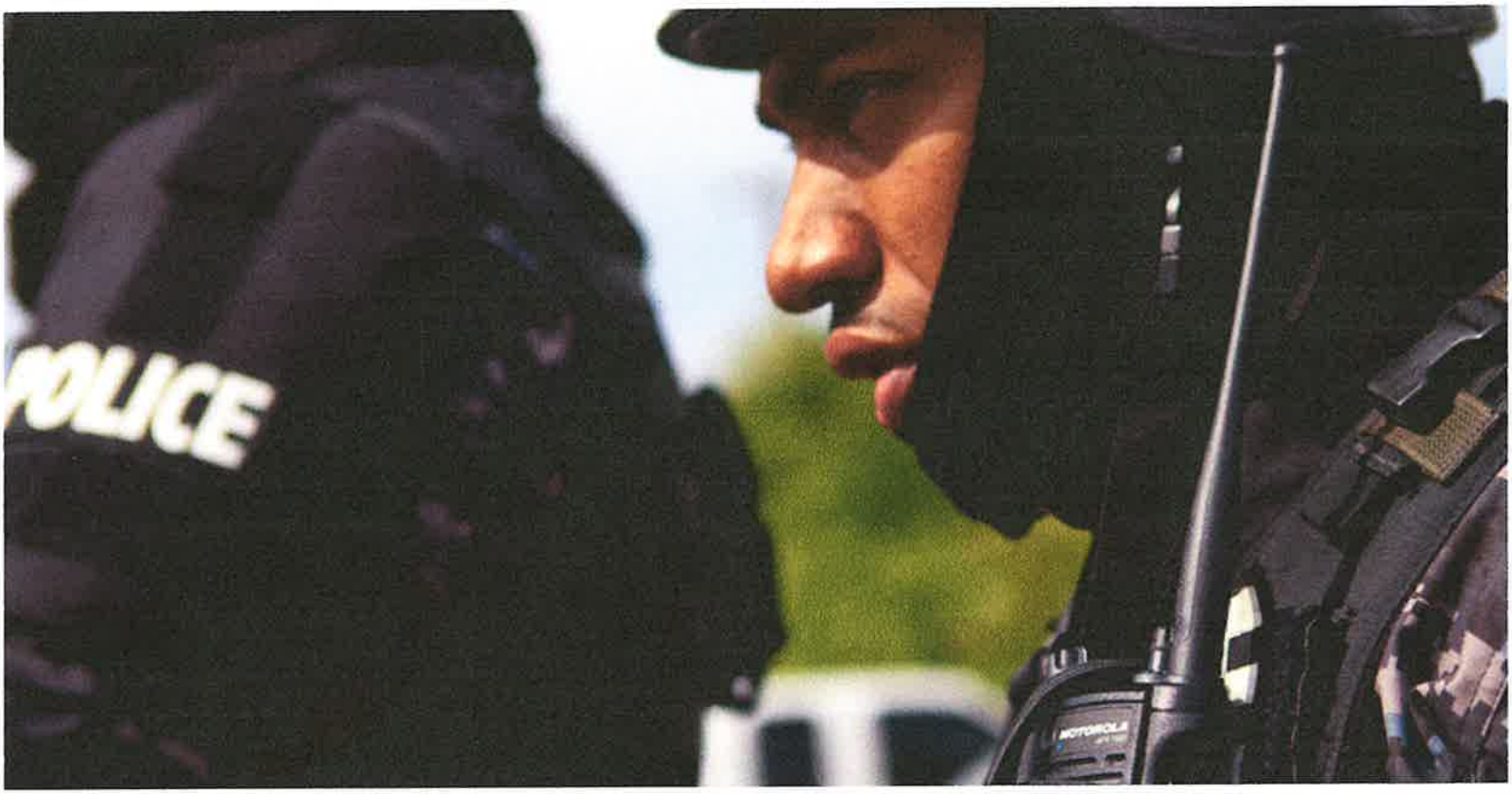
Fiscal Impact:

No impact on the General Fund. The purchase is budgeted and is an allowable grant funded expense.

Attachments:

1. Motorola Quote
2. Available Budget

MOTOROLA SOLUTIONS



PLUMAS COUNTY SHERIFF'S OFFICE

APX8500-4000

10/07/2022

The design, technical, pricing, and other information ("Information") furnished with this submission is confidential proprietary information of Motorola Solutions, Inc. or the Motorola Solutions entity providing this quote ("Motorola") and is submitted with the restriction that it is to be used for evaluation purposes only. To the fullest extent allowed by applicable law, the Information is not to be disclosed publicly or in any manner to anyone other than those required to evaluate the Information without the express written permission of Motorola.
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MOTOROLA SOLUTIONS

QUOTE-1911571

10/07/2022

PLUMAS COUNTY SHERIFF'S OFFICE
1400 E MAIN ST
QUINCY, CA 95971

RE: Motorola Quote for APX8500-4000
Dear Mike Grant,

Motorola Solutions is pleased to present PLUMAS COUNTY SHERIFF'S OFFICE with this quote for quality communications equipment and services. The development of this quote provided us the opportunity to evaluate your requirements and propose a solution to best fulfill your communications needs.

This information is provided to assist you in your evaluation process. Our goal is to provide PLUMAS COUNTY SHERIFF'S OFFICE with the best products and services available in the communications industry. Please direct any questions to Dan Pena at danp@sierraelectronics.com.

We thank you for the opportunity to provide you with premier communications and look forward to your review and feedback regarding this quote.

Sincerely,

Dan Pena

Motorola Solutions Manufacturer's Representative

Billing Address:
PLUMAS COUNTY SHERIFF'S OFFICE
1400 E MAIN ST
QUINCY, CA 95971
US

Quote Date:10/07/2022
Expiration Date:01/05/2023
Quote Created By:
Dan Pena
danp@sierraelectronics.com

End Customer:
PLUMAS COUNTY SHERIFF'S OFFICE
Mike Grant
mgrant@pcso.net
(530) 283-6375

Contract: 17724 - HGAC (TX)-RA05-21

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
	APX™ 8500					
1	M37TXS9PW1AN	APX8500 ALL BAND HP MOBILE	1	$8,448.00	$6,214.56	$6,214.56
1a	G48BB	ENH: CONVENTIONAL OPERATION APX	1			
1b	GA05507AA	DEL: DELETE 7/800MHZ BAND	1			
1c	G78AT	ENH: 3 YEAR ESSENTIAL SVC	1			
1d	GA05509AA	DEL: DELETE UHF BAND	1			
1e	GA01606AA	ADD: NO GPS/WI-FI ANTENNA NEEDED	1			
1f	B18CR	ADD: AUXILIARY SPKR 7.5 WATT APX	1			
1g	G843AH	ADD: AES ENCRYPTION AND ADP	1			
1h	G89AC	ADD: NO RF ANTENNA NEEDED	1			
1i	G444AH	ADD: APX CONTROL HEAD SOFTWARE	1			

6,214.56×
7.25%
450.56*
450.56+
6,665.12*
6,665.12×
5.=
33,325.60*

Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the ""Underlying Agreement"") that authorizes Customer to purchase equipment and/or services or license software (collectively ""Products""). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

Line #	Item Number	Description	Qty	List Price	Sale Price	Ext. Sale Price
1j	GA01517AA	DEL: NO J600 ADAPTER CABLE NEEDED	1			
1k	G806BL	ENH: ASTRO DIGITAL CAI OP APX	1			
1l	GA01670AA	ADD: APX E5 CONTROL HEAD	1			
1m	W22BA	ADD: STD PALM MICROPHONE APX	1			
1n	W969BG	ADD: MULTIKEY OPERATION	1			
	APX™ 4000 Series	APX4000				
2	H51KDF9PW6AN	APX 4000 VHF MHZ MODEL 2 PORTABLE	1	$3,963.00	$2,918.64	$2,918.64
2a	Q811BR	ENH: SOFTWARE P25 CONVENTIONAL	1			
2b	H869CE	ENH: MULTIKEY	1			
2c	Q629AM	ENH: AES ENCRYPTION AND ADP	1			
2d	H885BK	ADD: 3Y ESSENTIAL SERVICE	1			
3	PMLN7182A	APX2000/4000 TWO-KNOB,SWIVEL,LEATHER CARRY CASE	1	$71.28	$52.03	$52.03
4	PMPN4174A	CHGR DESKTOP SINGLE UNIT IMPRES, US/NA	1	$82.08	$59.92	$59.92
5	PMMN4062AL	AUDIO ACCESSORY-REMOTE SPEAKER MICROPHONE,IMPRES RSM, NOISE CANC. EMERGENCY BUTTON 3.5MM JACK IP54	1	$127.12	$92.80	$92.80

Grand Total $9,337.95(USD)

Notes:

- Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.

Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the ""Underlying Agreement"") that authorizes Customer to purchase equipment and/or services or license software (collectively ""Products""). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.

Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 - #: 36-1115800

Plumas County

YEAR-TO-DATE BUDGET REPORT

FOR 2023 10

ACCOUNTS FOR: 0017 SHERIFF GRANTS		ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENCUMBRANCES	AVAILABLE BUDGET	PCT USED
70386 HOMELAND SECURITY#3								
7038654 542200	COMMUNICATION EQ	45,000	0	45,000	.00	.00	45,000.00	.0%
TOTAL HOMELAND SECURITY#3		45,000	0	45,000	.00	.00	45,000.00	.0%
TOTAL SHERIFF GRANTS		45,000	0	45,000	.00	.00	45,000.00	.0%
	TOTAL EXPENSES	45,000	0	45,000	.00	.00	45,000.00	

PLUMAS COUNTY
PLANNING DEPARTMENT
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Tracey Ferguson, Director of Planning**
MEETING DATE:	**June 6, 2023**
SUBJECT:	**10:00 AM. Continued Public Hearing: Adopt an ORDINANCE, of the County of Plumas, State of California, first introduced on April 18, 2023, amending Plumas County Code Title 9 Planning and Zoning, Chapter 2 Zoning, Article 4 General Requirements, Sec. 9-2.405 – Camping; and Article 13 – Single-Family Residential Zones (2-R, 3-R, 7-R), Sec. 9-2.1301 – Purpose (2-R, 3-R, 7-R); and Article 2 Definitions, adding Sec. 9-2.273.5 - "Prime Opportunity Areas"; approved as to form by County Counsel; discussion and possible action. Roll call vote**

Recommendation:

Staff recommends the Board of Supervisors take the following actions as recommended by the Planning Commission in Resolution Number P.C. 2023-1 (Attachment 1) to:

1. Find that the amendments of Sec. 9-2.405 - Camping and Sec. 9-2.1301- Purpose (2-R, 3-R, 7-R), and the addition of Sec. 9-2.273.5 - "Prime Opportunity Areas" by Ordinance is exempt from the California Environmental Quality Act (CEQA) under CEQA Guidelines Section 15061(b)(3) because it can be seen with certainty that there is no possibility that the Ordinance may have a significant effect on the environment.
2. Adopt the Ordinance amending Title 9 Planning and Zoning of the Plumas County Code as shown in Attachment 2.

Background and Discussion:

On April 18, 2023, Planning staff presented the proposed amendments to the Camping Ordinance and the Prime Opportunity Areas definition to the Board of Supervisors.

During the April 18, 2023 Board of Supervisors meeting, Planning staff presented the purpose of the proposed Ordinance being to address an inconsistency between Plumas County Code Sec. 9-2.405(a) and (b) and the 2035 General Plan and recommended the Board of Supervisors hold the public hearing for the Ordinance, introduce and waive the first reading of the Ordinance, and schedule adoption of the Ordinance at the next regularly scheduled Board of Supervisors meeting. The Chair of the Board of Supervisors opened the public hearing. There were no public comments. The Board then introduced and waived the first reading of the Ordinance. Lastly, the adoption of the Ordinance by the Board of Supervisors was scheduled for the May 2, 2023 Board of Supervisors meeting.

On May 2, 2023, the hearing for adoption of the proposed amendments to the Camping Ordinance and the Prime Opportunity Areas definition was held by the Board of Supervisors. During the May 2, 2023 Board of Supervisors meeting, Planning staff reiterated the purpose of the Ordinance and recommended the Board of Supervisors take action as recommended by the Planning Commission in Resolution Number P.C. 2023-1 (Attachment 1). Attachment 2 to the staff report provides the Ordinance, including Exhibit "A" and Exhibit "B" showing the Ordinance Amendment pre-adoption draft (red-line) and the final draft Ordinance (clean) to be codified.

The Chair of the Board of Supervisors opened the public hearing and received public comments concerning the Ordinance. Discussion amongst the Board related to possible impacts from the Ordinance on events that involve a "camping" use such as the High Sierra Music Festival. Public comments and concerns related to the definition of Prime Opportunity Areas, the definition of camping, where camping would and would not be permitted as a result of the Ordinance adoption, and the duration of time that camping is allowed. To allow Planning staff time to meet with the High Sierra Music Festival promoters and investigate possible impacts of the Ordinance to the High Sierra Music Festival, and to prepare responses to public comment, the Board continued the public hearing to May 9, 2023.

During the May 9, 2023 public hearing, Planning staff delivered the staff report, communicating the High Sierra Music Festival would not be impacted by the proposed Ordinance amendments because the festival promoters have a License Agreement with the County for the Fairgrounds property and ancillary uses would be captured under the License Agreement and/or through the County's Outdoor Festivals Ordinance (Plumas County Code, Title 5 Public Welfare, Chapter 6 Outdoor Festivals).

Planning staff, the Board of Supervisors, and a member of the public with associated representation with the High Sierra Musical Festival, commented the meeting with High Sierra Music Festival promoters did not occur as Planning staff was out of the office due to illness. The Chair of the Board of Supervisors opened the public hearing and received public comments concerning the Ordinance. Public comments during the May 9, 2023, public hearing continued to question the definition of Prime Opportunity Areas, raised concerns about limiting the zones where camping would be allowed, described the proposed Ordinance as being too enforcement heavy, recommended the Ordinance be re-written for greater zoning inclusivity, and took issue about noticing to the public. Further, public comment regarding the High Sierra Music Festival questioned the Planning staff conclusion that the proposed Ordinance would not affect the High Sierra Music Festival, in addition to questioning the definition of “camping” and more specifically the definition of “habitation” within the camping definition.

The Board motion on May 9, 2023 was to approve the continuation of the Public Hearing to June 6, 2023 to allow Planning staff time to meet with concerned parties and review possible impacts of the Ordinance on the High Sierra Music Festival.

Additional information provided by Planning staff in response to public comment questions includes:

Based on the proposed Ordinance and definition of Prime Opportunity Areas, camping in the unincorporated areas, Countywide, <u>would be prohibited</u> in the following zoning districts:

- Single-Family Residential Zones (2-R, 3-R, 7-R)
- Multiple-Family Residential Zone (M-R)
- Core Commercial Zone (C-1)
- Periphery Commercial Zone (C-2)
- Convenience Commercial Zone (C-3)
- Recreation-Open Space Zone (Rec-OS)
- Open Space Zone (OS)
- Lake Zone (L)

Based on the proposed Ordinance and definition of Prime Opportunity Areas, camping in the unincorporated areas, Countywide, <u>would be allowed</u> (subject to the Ordinance requirements) in the following zoning districts:

- Suburban (S-1)
- Secondary Suburban (S-3)
- Rural (R-10)
- Rural (R-20)
- Recreation Commercial (R-C)
- Recreation (Rec-P, Rec-1, Rec-3, Rec-10, Rec-20)

- Heavy Industrial (I-1)
- Light Industrial (I-2)
- Agricultural Preserve (AP)
- General Agriculture (GA)
- Timberland Production (TPZ)
- General Forest (GF)
- Mining (M)

Definition of Camping
Plumas County Code Sec. 9-2.220 defines Camping as “habitation on a property in nonstructural temporary shelters or recreational vehicles.” (§ 3, Ord. 84-593, eff. January 3, 1985, as amended by § 1, Ord. 91-759, eff. August 1, 1991; and § 3, Ord. 99-924, eff. November 11, 1999). Note, “habitation” is not defined in Plumas County Code, Title 9 Planning and Zoning, Chapter 2 Zoning, Article 2 Definitions. Under such a case, Plumas County Code Sec. 9-2.201 Application, states, “Words and phrases used in this chapter shall be defined by common usage, except as specifically defined in this chapter.” (§ 3, Ord. 84-593, eff. January 3, 1985). The definition of "camping" goes back to the 1958 Plumas County Code under Title 6, Sanitation and Health, as defined as "camp space" shall mean any place where one or more tents are erected or maintained for living or sleeping purposes for one or more persons. Camp spaces were regulated with a written permit and associated timeframes. The Plumas County Zoning Code (Title 9) was established in the early 1970's, although "camping" wasn't defined and is not shown in Title 9 as of 1978. In the 1975, Title 9 describes travel trailers, campers, motor homes, or tents being allowed to be utilized for temporary seasonal habitation (120 consecutive days or less) in certain areas (e.g., trailer parks, parcels in subdivisions unless CC&Rs prohibit, and non-subdivision parcels outside a platted townsite) on privately owned lands, provided County health regulations are met. In 1985 "camping" was defined in Title 9 and then revised in 1991 and again in 1999 (adding the clause "or recreational vehicles").

Definition of Camp ground
Plumas County Code Sec. 9-2.219 defines Camp ground as "a facility of two (2) or more spaces for temporary habitation in tents, recreational vehicles, or mobile shelters." (§ 3, Ord. 84-593, eff. January 3, 1985; § 3, Ord. 99-924, eff. November 11, 1999)

Prime Opportunity Areas
The “Prime Opportunity Area” was one of the opportunity area designations in the 1981 General Plan. All the opportunity area designations were replaced in the 2035 General Plan by various planning area designations (Towns, Communities, Rural Places, Master Planned Community). Generally, what were the Prime Opportunity Areas under the 1981 General Plan are now called Towns in the 2035 General Plan.

Towns, as defined in the 2035 General Plan include:

- Chester
- Lake Almanor Peninsula/Hamilton Branch
- Greenville
- East Quincy
- Quincy
- Graeagle
- Delleker

Communities, as defined in the 2035 General Plan include:

- Crescent Mills
- Taylorsville
- Clio
- Beckwourth

- Vinton/Chilcoot
- La Porte

Rural Places, as defined in the 2035 General Plan include:

- Prattville
- East Shore of Lake Almanor
- Canyon Dam
- Indian Falls
- Keddie
- Meadow Valley
- Spanish Ranch
- Tollgate
- Bucks Lake
- Twain
- Belden
- Tobin
- Greenhorn Ranch
- Sloat/Cromberg
- Blairsden
- C-Road
- Mohawk Vista
- Lake Davis
- Little Grass Valley

Master Planned Communities, as stated in the 2035 include:

- Lake Almanor West
- Gold Mountain
- Valley Ranch
- Grizzly Ranch
- Whitehawk Ranch

Action:

Staff requests the Board of Supervisors take the following actions as recommended by the Planning Commission in Resolution Number P.C. 2023-1 (Attachment 1) to:

1. Find that the amendments of Sec. 9-2.405 - Camping and Sec. 9-2.1301- Purpose (2-R, 3-R, 7-R), and the addition of Sec. 9-2.273.5 - "Prime Opportunity Areas" by Ordinance is exempt from the California Environmental Quality Act (CEQA) under CEQA Guidelines Section 15061(b)(3) because it can be seen with certainty that there is no possibility that the Ordinance may have a significant effect on the environment.
2. Adopt the Ordinance amending Title 9 Planning and Zoning of the Plumas County Code as shown in Attachment 2.

CEQA Compliance and Determination:
Based on the Initial Study prepared by Planning staff, the Ordinance adoption is exempt from the requirements of the California Environmental Quality Act (CEQA) under CEQA Guidelines Section 15061(b)(3) because it can be seen with certainty that there is no possibility that the Ordinance may have a significant effect on the environment.

Note, any recommended amendments, at this time, to the proposed Ordinance by the Board of Supervisors would require action by the Board to redirect the Ordinance back to the Planning Commission for review and revisions through the Planning Commission ordinance public workshop process and then back to the Board of Supervisors through a Planning Commission revised recommendation by way of a resolution.

Fiscal Impact:

Planning staff time to prepare the Camping Ordinance and Prime Opportunity Areas definition paid through the Department's budget (General Fund). Adoption of the Ordinance does not trigger any additional permits or fees not already in place, as applicable.

Attachments:

1. Resolution Number P.C. 2023-1
2. Proposed Camping Ordinance Amendments and Prime Opportunity Areas Definition, with Exhibit A and Exhibit B

RESOLUTION NUMBER P.C. 2023-1

RESOLUTION RECOMMENDING TO THE BOARD OF SUPERVISORS THAT AN ORDINANCE BE ADOPTED AMENDING PLUMAS COUNTY CODE TITLE 9 PLANNING AND ZONING, CHAPTER 2 ZONING, ARTICLE 4 GENERAL REQUIREMENTS, SEC. 9-2.405 – CAMPING; AND ARTICLE 13 – SINGLE-FAMILY RESIDENTIAL ZONES (2-R, 3-R, 7-R), SEC. 9-2.1301 – PURPOSE (2-R, 3-R, 7-R); AND ARTICLE 2 DEFINITIONS, ADDING SEC. 9-2.273.5 - "PRIME OPPORTUNITY AREAS" AND THE BOARD OF SUPERVISORS FIND THE ORDINANCE ADOPTION EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) UNDER SECTION 15061(b)(3)

WHEREAS, amendments to Plumas County Code Title 9 Planning and Zoning, Chapter 2 Zoning, Article 4 General Requirements, Sec. 9-2.405 – Camping; and Article 13 - Single-Family Residential Zones (2-R, 3-R, 7-R), Sec. 9-2.1301 – Purpose (2-R, 3-R, 7-R); and Article 2 Definitions, adding Sec. 9-2.273.5 – "Prime Opportunity Areas" is necessary to reconcile the 2035 General Plan inconsistency and provide clarity within the Plumas County Code concerning the Prime Opportunity Areas; and

WHEREAS, the Planning Commission held workshops on February 16, 2023, and March 2, 2023, to review, take public comment, and propose amendments to the Sec. 9-2.405 – Camping, Sec. 9-2.1301 – Purpose (2-R, 3-R; 7-R), and Sec. 9-2.273.5 – "Prime Opportunity Areas"; and

WHEREAS, the Planning Commission held a properly noticed public hearing on March 16, 2023, for the proposed ordinance and received testimony from all interested parties.

NOW, THEREFORE, BE IT RESOLVED, that the Planning Commission of the County of Plumas, State of California recommends that the Board of Supervisors:

1. Find that the amendments of Sec. 9-2.405 – Camping and Sec. 9-2.1301 – Purpose (2-R, 3-R, 7-R), and the addition of Sec. 9-2.273.5 – "Prime Opportunity Areas" by Ordinance is exempt from the California Environmental Quality Act (CEQA) under CEQA Guidelines Section 15061(b)(3) because it can be seen with certainty that there is no possibility that the Ordinance may have a significant effect on the environment.
2. Adopt the Ordinance amending Title 9 Planning and Zoning of the Plumas County Code as shown in Exhibit "A" attached.

The foregoing Resolution was duly passed and adopted by the Plumas County Planning Commission at a meeting held on the 16th day of March, 2023, by the following roll call vote:

AYES: Commissioners: Spencer, Montgomery, Leonhardt, West

NOES: Commissioners: None

ABSTAIN: Commissioners: None

ABSENT: Commissioners: None

Said resolution to be effective as of the 16th day of March, 2023.

Charles Leonhardt
Chair, Plumas County Planning Commission

ATTEST:

Tim Evans, Senior Planner, Clerk of Planning Commission

ORDINANCE NO. 2023-

AN ORDINANCE OF THE COUNTY OF PLUMAS, STATE OF CALIFORNIA, AMENDING PLUMAS COUNTY CODE TITLE 9 PLANNING AND ZONING, CHAPTER 2 ZONING, ARTICLE 4 GENERAL REQUIREMENTS, SEC. 9-2.405 – CAMPING; AND ARTICLE 13 – SINGLE-FAMILY RESIDENTIAL ZONES (2-R, 3-R, 7-R), SEC. 9-2.1301 – PURPOSE (2-R, 3-R, 7-R); AND ARTICLE 2 DEFINITIONS, ADDING SEC. 9-2.273.5 - "PRIME OPPORTUNITY AREAS"

The Board of Supervisors of the County of Plumas, State of California, ORDAINS as follows:

SECTION 1. Ordinance Amendment

Section 9-2.405 – Camping of Article 4 General Requirements; and Section 9-2.1301 – Purpose (2-R, 3-R, 7-R) of Article 13 Single-Family Residential Zones (2-R, 3-R, 7-R); and Section 9-2.273.5 – Prime Opportunity Areas of Article 2 Definitions of Chapter 2 Zoning of Title 9 Planning and Zoning of the Plumas County Code is intended to be edited as set forth in the pre-adoption draft, as attached in Exhibit "A".

SECTION 2. Effective Date

This ordinance shall become effective 30 days from the date of final adoption.

SECTION 3. Codification

This ordinance shall be codified as set forth in the final draft as attached in Exhibit "B".

SECTION 4. Publication

A summary of this ordinance shall be posted in a prominent location, pursuant to Section 25124(a) of the Government Code of the State of California, before the expiration of fifteen (15) days after the adoption of the ordinance, once, with the names of the supervisors voting for and against the ordinance, at the board of supervisors' chambers and shall remain posted thereafter for at least one (1) week.

The foregoing ordinance was introduced at a regular meeting of the Board of Supervisors on the _____ day of _____, 2023, and passed and adopted on the _____ day of _____, 2023 by the following vote:

AYES: Supervisors:

NOES: Supervisors:

ABSENT: Supervisors:

_____

Dwight Ceresola, Chair, Board of Supervisors

ATTEST:

_____

Heidi White, Clerk of the Board

Approved as to form:
Joshua Brechtel
Deputy County Counsel

Exhibit "A"

Sec. 9-2.405. - Camping.

(a) Camping shall be prohibited within Prime Opportunity Areas ~~as designated by the General Plan,~~ except within camp grounds.

(b) Camping shall be permitted on all private lands not within the Prime Opportunity Areas ~~as designated by the General Plan~~ if all aspects of the County health regulations are met, subject to the concurrence of the property owner for no more than 120 days in a calendar year. The number of nonstructural temporary shelters and recreational vehicles used for camping on a property may be at least one and otherwise shall not exceed the number of dwelling units and additional quarters and the guest house permitted on the property by the zoning, less the number thereof on the property. Camping conducted under the provisions of this subsection shall not be a camp ground use for the purposes of this chapter.

(§ 3, Ord. 84-593, eff. January 3, 1985, as amended by § 3, Ord. 86-623, eff. February 6, 1986, § 1, Ord. 91-759, eff. August 1, 1991, and Exh. A, § 2, Ord. 873, eff. October31, 1996, as amended by § 4, Ord. 99-924, eff. November 11, 1999)

Sec. 9-2.1301. - Purpose (2-R, 3-R, 7-R).

The purpose of the Single-Family Residential Zones (2-R, 3-R, 7-R) is to provide for single-family residential dwelling units ~~in prime opportunity single-family residential areas~~ with provisions for compatible uses.

(§ 3, Ord. 84-593, eff. January 3, 1985)

Sec. 9-2.273.5 - Prime Opportunity Areas

"Prime Opportunity Areas" shall mean Single-Family Residential Zones (2-R, 3-R, 7-R), Multiple-Family Residential Zone (M-R), Core Commercial Zone (C-1), Periphery Commercial Zone (C-2), Convenience Commercial Zone (C-3), Recreation-Open Space Zone (Rec-OS), Open Space Zone (OS), and Lake Zone (L).

Exhibit "B"

Final Copy

Sec. 9-2.405. - Camping.

(a) Camping shall be prohibited within Prime Opportunity Areas, except within campgrounds.

(b) Camping shall be permitted on all private lands not within the Prime Opportunity Area if all aspects of the County health regulations are met, subject to the concurrence of the property owner for no more than 120 days in a calendar year. The number of nonstructural temporary shelters and recreational vehicles used for camping on a property may be at least one and otherwise shall not exceed the number of dwelling units and additional quarters and the guest house permitted on the property by the zoning, less the number thereof on the property. Camping conducted under the provisions of this subsection shall not be a campground use for the purposes of this chapter.

(§ 3, Ord. 84-593, eff. January 3, 1985, as amended by § 3, Ord. 86-623, eff. February 6, 1986, § 1, Ord. 91-759, eff. August 1, 1991, and Exh. A, § 2, Ord. 873, eff. October31, 1996, as amended by § 4, Ord. 99-924, eff. November 11, 1999)

Sec. 9-2.1301. - Purpose (2-R, 3-R, 7-R).

The purpose of the Single-Family Residential Zones (2-R, 3-R, 7-R) is to provide for single-family residential dwelling units with provisions for compatible uses.

(§ 3, Ord. 84-593, eff. January 3, 1985)

Sec. 9-2.273.5 - Prime Opportunity Areas

"Prime Opportunity Areas" shall mean Single-Family Residential Zones (2-R, 3-R, 7-R), Multiple-Family Residential Zone (M-R), Core Commercial Zone (C-1), Periphery Commercial Zone (C-2), Convenience Commercial Zone (C-3), Recreation-Open Space Zone (Rec-OS), Open Space Zone (OS), and Lake Zone (L).

PLUMAS COUNTY
PLANNING DEPARTMENT
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Tracey Ferguson, Director of Planning**
MEETING DATE:	**June 6, 2023**
SUBJECT:	**10:30 AM. PUBLIC HEARING: Introduce and waive the first reading of an ORDINANCE, General Plan Amendment Zoning Ordinance, Seneca Healthcare District General Plan Amendment and Zone Change; GPA 8-21/22-01, approved as to form by County Counsel; Roll call vote**

Recommendation:

Staff recommends the Board of Supervisors:

1. Hold the public hearing on Mitigated Negative Declaration 685 and the proposed General Plan Amendment and Zone Change.
2. Introduce and waive the first reading of the ordinance.
3. Schedule a public hearing for adoption of the proposed General Plan Amendment and Zone Change by resolution and ordinance at the next regularly scheduled Board of Supervisors meeting on June 13, 2023.

Background and Discussion:

Seneca Healthcare District (District), owner/applicant, submitted a General Plan Amendment and Zone Change (GPA 8-21/22-01) application on August 23, 2021, and amended and re-submitted the application on May 11, 2023 (Attachment 1), to change the Plumas County 2035 General Plan (General Plan) land use designations of Resort and Recreation, Rural Residential, Single-Family Residential, Multiple-Family Residential, and Commercial and zoning districts of Single-Family Residential (7-R), Multiple-Family Residential (M-R), Periphery Commercial (C-2), Recreation Open Space (Rec-OS), Rural (R-10), Prime Recreation (Rec-P), and Limited Combining (Ltd) to the land use designations of Commercial and Multiple-Family Residential and zoning districts of Periphery Commercial (C-2), Multiple-Family Residential (M-R), and Limited Combining (Ltd) for the property located at 199 Reynolds Road, Chester (APNs 100-230-028-000 and 100-230-029-000), Township 28 North/Range 7 East/Section 6 and 7, MDM, unincorporated Plumas County, CA, which totals 11.8 acres.

Due to aging hospital facilities, the desire to expand upon healthcare services offered, and the requirement associated with Senate Bill 1953 (i.e., mandated seismic compliance upgrades of buildings), the General Plan Amendment and Zone Change would accommodate the District's proposed acute-care replacement hospital (OSHPD-1) and an expanded skilled nursing facility (OSHPD-2), as follows:

- 10-bed acute care, 2 of those with isolation capabilities
- 3-bed private emergency room and Trauma/procedure room
- 26-bed skilled nursing facility
- Imaging to include x-ray, CT, ultrasound, and MRI via trailer
- Operating room, procedure room, and 3-bed patient recovery
- All spaces right sized to allow for improved workflow, updated/ improved infrastructure, updated medical equipment, and ADA accessibility per current code

Additionally, the District has proposed non-California Department of Health Care Access and Information (HCAI) support services building, detached from the hospital, which would support the entire facility. Furthermore, the District plans to construct housing for up to ten District employees and their families in the southwest corner of the project site with up to ten 1,000- square-foot residential units.

ZONING:

Periphery Commercial (C-2):
The purpose of the Periphery Commercial (C-2) zone is defined in Plumas County Code (PCC) Sec. 9-2.2001, *Purpose*, as the following: *The purpose of the Periphery Commercial Zone (C-2) is to provide for major commercial uses near large population centers with provisions for adequate access and parking.*

Per PCC Sec. 9-2.2002(a)(1), *Uses*, Periphery Commercial zoning permits the following uses by right and with a special use permit:

Sec. 9-2.2002. - Uses. (C-2).
(a) The following uses shall be permitted in the Periphery Commercial Zone (C-2):
(1) Building supply, business offices, child day care homes, limited child day care homes, child day care facilities, gas stations, **health services**, heavy equipment sales, heavy equipment services, lodging facilities, personal services, places of assembly, postal services, prefabricated building sales, recreation facilities, restaurants, retail stores, self-service facilities, taverns, vehicle sales, vehicle services, wholesale commercial supply, and **parking lots**;

The proposed uses associated with the hospital facility would be considered as “health services” and “parking lot” under PCC, which are uses permitted by right in the C-2 zoning. PCC Sec. 9-2.242 defines “health service” as “a facility for the provision of medical treatment or service to persons” and PCC Sec. 9-2.267 defines “parking lot” as “a facility for the temporary parking of vehicles.”

Multiple-Family Residential (M-R):
The purpose of the Multiple-Family Residential (M-R) zone is defined in PCC Sec. 9-2.1401, *Purpose*, as the following: *The purpose of the Multiple-Family Residential Zone (M-R) is to provide for dwelling units in multiple-family residential areas with provisions for compatible uses.*

Per PCC Sec. 9-2.1402 (a)(1), *Uses*, Multiple-Family Residential zoning permits the following uses by right and with a special use permit:

Sec. 9-2.1402. - Uses. (M-R).
(a) The following uses shall be permitted in the Multiple-Family Residential Zone (M-R):
(1) **Dwelling units** and manufactured homes, at the ratio of up to one dwelling unit or manufactured home for each 1/21.8 acre of lot area; accessory dwelling units; and
The portion of the project includes housing for employees in the area proposed for M-R zoning, which would be considered as “dwelling units” under PCC, which is a use permitted by right in the M-R zoning at the ratio of up to one (1) dwelling unit for each 1/21.8 acre of lot area. PCC Sec. 9-2.228 defines “dwelling unit” as “a building, or portion of a building, which includes permanent provisions for living, sleeping, cooking, eating and sanitation for one family.” The proposed ten dwelling units would be sited on approximately 1.4-acres within the M-R zoned area of the proposed project site, which is below the required units per acre density.

Limited Combining Zone (Ltd):
The purpose of the Limited Combining (Ltd) zone is defined in PCC Sec. 9-2.2701, *Purpose*, as the following: *The purpose of the Limited Combining Zone (Ltd) is to permit and mitigate uses which have the potential to have significant adverse social, economic or environmental effects, and to implement the General Plan Diagram Directive for Limited Industrial areas. The potential adverse effects shall be identified based on General Plan requirements and shall be specified in the ordinance which zones the property.*

Per PCC Sec. 9-2.2702, *Uses*, Limited Combining zone states the following concerning uses:

Sec. 9-2.2702. - Uses (Ltd).
(a) The uses permitted by the zone with which the Limited Combining Zone (Ltd) is applied shall be permitted subject to site development review.
(b) All other uses shall be permitted subject to the requirements of the zone with which the Limited Combining Zone is applied.
As part of the General Plan Amendment and Zone Change, the existing Ltd zoning would be expanded to encompass the entire parcel. The Ltd zoning would allow a ministerial site development review by the Planning Department when Project plans are submitted to the Plumas County Building Department and, if necessary, a discretionary review in the form of a site development permit to mitigate the uses of the C-2 and M-R zoning that have the potential to have significant adverse social, economic, or environmental effects. The Planning Department would utilize Mitigated Negative Declaration 685 as part of the site development review process.

GENERAL PLAN CONSISTENCY:
The Plumas County 2035 General Plan defines commercial uses, residential uses, and the Planning Area of "Town" as follows:

"**Commercial Uses:** A land use classification that permits facilities for the buying and selling of commodities and services. Commercial uses include businesses or activities at a scale greater than home business involving retail or wholesale marketing of goods and services."

"**Residential Uses:** A land use classification that permits structures containing dwelling units or rooming units, including single-family or two-family houses, multiple dwellings, multi-person dwelling units such as a dormitory, or apartments."

"**Town:** Representative areas include Chester, Lake Almanor Peninsula/Hamilton Branch, Greenville, East Quincy, Quincy, Graeagle, Delleker, and the City of Portola. Towns are places where the highest complement of public infrastructure and services are available or can be made available. Such services consist of community water service, community sewer service, maintained year-round roads, fire, police and emergency medical services. In addition, towns serve as the commercial and public services hubs for both local residents as well as surrounding communities."

The Plumas County 2035 General Plan contains a variety of policies related to commercial and residential development. Two specific policies and implementation measures address commercial and residential development being located adjacent to or within existing planning areas. The following two policies and implementation measure address commercial development being located adjacent to or within Planning Areas:

LU
1.1.1 Future Development
The County shall require future residential, commercial and industrial development to be located adjacent to or within existing Planning Areas; areas identified on Plumas County's General Plan Land Use Maps as Towns, Communities, Rural Areas or Master Planned Communities (see Figures 9-15) in order to maintain Plumas County's rural character with compact and walkable communities. Future development may also be approved within areas for which Community Plans or Specific Plans have been prepared. Small, isolated housing tracts in outlying areas shall be discouraged as they disrupt surrounding rural and productive agricultural lands, forests, and ranches and are difficult and costly to provide with services. Land division may be allowed outside of Planning Areas only when the resulting development complies with all applicable General Plan Policies and County Codes.

Land Use Implementation Measure #1 implementing LU 1.1.1: Encourage all new residential development projects to be located within or adjacent to mapped Planning Areas where basic infrastructure, services, and adequate response times for such services as water, wastewater disposal, utilities, fire protection, police and emergency medical, and commercial services typical for the planning area type, exist or require that the project provide its own internal infrastructure and services that are bonded for long term maintenance.

LU

1.1.2 Infill Development

The County shall plan to concentrate new growth both within and contiguous to existing Towns and Communities and require expansion of existing infrastructure as needed to efficiently and safely serve the new growth.

LU

1.1.3 Increased Housing Density

The County shall allow for and promote increased housing densities within existing developed areas where adequate public services are available and community character can be maintained.

The project is consistent with General Plan Policy LU 1.1.1, *Future Development*, LU 1.1.2, *Infill Development*, and LU 1.1.3, *Increased Housing Density*, due to the project being located within the existing Planning Area of the Town of Chester and a part of the project being the addition of Multiple-Family Residential (M-R) zoning to accommodate dwelling units.

LU

1.5.3 Provision for Fire and Life Safety Services

The County shall require development to be located adjacent to, or within, areas where fire and life safety services exist, or can be efficiently and economically provided.

Land Use Implementation Measure #10 implementing LU 1.5.3: Require new developments located in an area not currently served by an organized fire or emergency services provider to be annexed into an existing fire district or establish a funding mechanism appropriate to cover costs associated with the provision of such services at a service level appropriate for the size and scale of the development. Establishment of a funding mechanism may be waived when adequate alternative service levels are provided to the satisfaction of the service district or provider.

The project is consistent with Land Use Implementation Measure #1 implementing LU 1.1.1, LU 1.5.3, *Provision for Fire and Life Safety Services*, and Land Use Implementation Measure #10 implementing LU 1.5.3 as the project site, which includes APNs 100-230-028 and 100-230-029, will be annexed into Chester Public Utilities District for provision of water and sewer services and for fire protection. The District has submitted an application (LAFCO 2023-0001) to Plumas LAFCo initiating the annexation process.

In addition to LU 1.1.1, *Future Development*, and LU 1.1.2, *Infill Development*, and LU 1.1.3, *Increased Housing Density*, the Plumas County 2035 General Plan also contains two goals, three policies, and three implementation measures related to commercial development. The goals, policies, and implementation measures are set forth as follows:

GOAL 1.6 Commercial and Industrial Development

To designate lands for commercial and industrial development appropriate for these uses and facilitate business and industrial opportunities. Encourage compact development contiguous to existing urban centers, active transportation corridors, or resource production areas. Discourage linear and leapfrog development patterns. Facilitate the re-use of abandoned industrial sites as appropriate.

Policy

LU

1.6.1 Land for Commercial and Industrial Uses

The County shall provide adequate amounts of land in and adjacent to identified Towns and Communities and within Rural Places to be designated and zoned to allow for and support commercial and industrial development.

GOAL 1.8 Land Use Pattern that Minimizes Travel

To develop land use patterns which minimize travel to jobs and services.

Policy

LU

1.8.1 Land for Large-scale Commercial and Industrial Uses

The County shall require that sites for moderate-to large-scale industrial and commercial development be located within or near the Town and Community areas; within areas for which Specific Plans or Master Plans have been prepared; or within areas that contain, or are capable of containing, infrastructure adequate to support the use of the property for more intensive non-residential purposes, such as abandoned mill sites. Additionally, the County shall consider the location of such land uses where appropriate to reduce travel and commute times.

Land Use Implementation Measure #16 implementing LU 1.8.1: Incorporate within the Land Use and Zoning Map appropriate industrial and commercial uses within proximity to residential uses to minimize travel times and trip lengths.

The project is consistent with LU 1.6.1, *Land for Commercial and Industrial Uses*, and LU 1.8.1, *Land for Large-Scale Commercial and Industrial Use*s, and Implementation Measure #16 for LU 1.8.1 as the project location will ensure reduced travel time to receive medical services as the site is centrally located within the area served.
Overall, when compared to the applicable goals, policies, and implementations measures of the Plumas County 2035 General Plan, the project is consistent.

CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA):
The Seneca Healthcare District is the CEQA Lead Agency. A Mitigated Negative Declaration (State Clearinghouse Number 2023030234) was prepared for this project by Sequoia Ecological Consulting, Inc. and was circulated for public review from March 7, 2023, through April 6, 2023, with a determination by Shawn McKenzie, Chief Executive Officer, Seneca Healthcare District, finding that the project, as mitigated, would not have a significant impact on the environment (Attachment 1). No comment letters received from members of the public or private organizations, and a single comment letter received from a public agency, submitted by the California Department of Transportation (Caltrans), District 2. The Seneca Healthcare District Board approved the project and adopted the Mitigated Negative Declaration on May 4, 2023, and posted a Notice of Determination (NOD).

Plumas County is acting as a CEQA Responsible Agency, or a public agency with discretionary approval authority over a portion of a CEQA project, as the Plumas County Board of Supervisors has discretionary decision making over the General Plan Amendment and Zone Change portion of the project. For the purposes of County procedures, Planning staff and has assigned number 685 to the Mitigated Negative Declaration. Mitigated Negative Declaration 685 was independently reviewed by Plumas County and is recommend by Planning staff as applicable and adequate for the Seneca Healthcare District General Plan Amendment (GPA 8-21/22-01). Environmental considerations related to this rezoning have been addressed with Plumas County acting as a Responsible Agency under the requirements of the CEQA.

The Plumas Local Agency Formation Commission (Plumas LAFCo) is also acting as a Responsible Agency under CEQA, as the project will require an annexation of APNs 100-230-028 and 100-230-029 into Chester Public Utilities District for provision of water and sewer services and for fire protection. The District has submitted an application (LAFCO 2023-0001) to Plumas LAFCo initiating annexation pursuant to Section 56000 et seq. of the Cortese-Knox-Hertzberg Act., and the Notice of Annexation Request has been posted (April 20, 2023) where comments were due on or before June 1, 2023 to Jennifer Stephenson, LAFCO Executive Officer, 5050 Laguna Blvd, Ste 112-711 Elk Grove, CA 95758 or by email to jennifer@pcateam.com.

SENATE BILL 18 TRIBAL CONSULTATION:
The intent of Senate Bill 18 is to provide California Native American tribes an opportunity to participate in local land use decisions for the purpose of protecting or mitigating impacts to cultural places. Senate Bill 18 requires local governments to consult with tribes prior to making certain planning decisions and to provide notice to tribes at certain key points in the planning process. These consultation and notice requirements apply to general plan amendments, among other local land use decisions. The California Native American tribes (i.e., Estom Yumeka Maidu Tribe of the Enterprise Rancheria, Susanville Indian Rancheria, Tsi Akim Maidu, United Auburn Indian Community of the Auburn Rancheria, Washoe Tribe of Nevada and California, Greenville Rancheria of Maidu Indians, and Mooretown Rancheria of Maidu Indians) traditionally and culturally

affiliated with the Seneca Healthcare District project area in the Town of Chester were notified, in writing, on March 13, 2023, pursuant to Senate Bill 18, and follow up phone calls and emails were made and sent to each tribe throughout April 2023 and May 2023. Mooretown Rancheria of Maidu Indians and the United Auburn Indian Community of the Auburn Rancheria responded and did not request consultation. Tsi Akim Maidu is in transition and is unable to respond. The remaining four tribes have not responded to date. Planning staff will continue to reach out for a response up to and until the Board's action.

NOTICING:
When the General Plan Amendment and Zone Change application was received by Planning from Seneca Healthcare District in August of 2021, a notice of receipt of the application was sent to all neighboring property owners within 300 feet of the exterior property boundaries in August of 2021. A public hearing notice for the May 4, 2023, regular meeting of the Planning Commission was posted on the Courthouse Bulletin Board, Planning and Building's Bulletin Board, Plumas News' website, and Plumas County's website on April 24, 2023, and sent to neighboring property owners within 300 feet on April 28, 2023. A public hearing notice for the June 6, 2023, regular meeting of the Board of Supervisors was posted on the Courthouse Bulletin Board, Planning and Building's Bulletin Board, Plumas News' website, and Plumas County's website, and sent to neighboring property owners within 300 feet on May 26, 2023.

PROCEDURE:
Per Plumas County Code Sections 9-2.905 and 9-2.906, the Planning Commission's duties include providing recommendations to the Board of Supervisors on zoning code changes after holding a noticed public hearing. The Planning Commission is charged with rendering a decision on the General Plan Amendment and Zone Change in the form of a written recommendation to the Board of Supervisors as per Plumas County Code Sections 2-2.107 and 2-2.108. On May 4, 2023, Planning staff presented the proposed General Plan Amendment and Zone Change and Mitigated Negative Declaration 685 to the Planning Commission. The Commissioners held the public hearing, discussed the item, and continued the hearing to May 18, 2023. During the May 18, 2023, public hearing, the Commissioners held the continued public hearing, received supportive project comments, and discussed Planning Commission Resolution 2023-2 (Attachment 2), which serves as the written recommendation on the General Plan Amendment and Zone Change to the Board of Supervisors. Now that the Planning Commission has made a recommendation, the Board of Supervisors can hold a public hearing on Mitigated Negative Declaration 685 and the proposed Seneca Healthcare District General Plan Amendment and Zone Change, introduce and waive the first reading of the ordinance (Attachment 3), and schedule a public hearing for adoption of the proposed General Plan Amendment and Zone Change by resolution (Attachment 4) and ordinance at the next regularly scheduled Board of Supervisors meeting on June 13, 2023.

ATTACHMENTS:

1. General Plan Amendment and Zone Change Application originally submitted August 23, 2021, and amended and re-submitted May 11, 2023 with Mitigated Negative Declaration 685 (State Clearinghouse Number 2023030234), with Attachment 1 Comments and Responses
2. Planning Commission Resolution 2023-2, with Exhibit "A"
3. General Plan Amendment Zoning Ordinance, Seneca Healthcare District, General Plan Amendment and Zone Change (GPA 8-21/22-01) Ordinance No. 2023-_____
4. Board of Supervisors Resolution 2023-_____ with Exhibit "A" 2023 Summer, Plumas County General Plan Amendment, Seneca Healthcare District (GPA 8-21/22-01)

Action:

Hold the public hearing on Mitigated Negative Declaration 685 and the proposed General Plan Amendment and Zone Change. Introduce and waive the first reading of the ordinance. Schedule a public hearing for adoption of the proposed General Plan Amendment and Zone Change by resolution and ordinance at the next regularly scheduled Board of Supervisors meeting on June 13, 2023.

Fiscal Impact:

Planning staff time (FY22-23 General Fund Planning Department Budget) to prepare General Plan Amendment and Zone Change project staff reports, ordinance, and resolution and work with other applicable County departments and applicant/owner to process.

Attachments:

1. Applications_MND_Comments_ATT 1
2. 23-343 Resolution P.C. 2023-2_ATT 2
3. 23-393 Ordinace FINAL_ATT 3
4. 23-393 Resolution FINAL_ATT 4

DocuSign Envelope ID: 670D80F6-7B2F-47CC-8941-A95398D5FFB6

DEPARTMENTAL USE ONLY
Initial Completeness Verified by NC
Date Recv'd 8/23/21
Receipt No. 167856 $ 11663.00
File No. GPA 8-21/22-01

GENERAL PLAN AMENDMENT

Instructions to applicant (s):

1. Complete the form and mail or take to: Planning & Building Services
   555 Main Street
   Quincy, CA 95971
2. Pay the filing fee set forth in the fee schedule.
3. Make the check payable to Planning & Building Services.

APPLICATION FOR:

[X] **GENERAL PLAN MAP AMENDMENT**
[ ] For a residential development with at least 25% low or moderate income housing

[ ] **GENERAL PLAN TEXT AMENDMENT**

[X] **ZONE CHANGE**
[X] Petition by property owner, or
[ ] Resolution of intention requested

A. Applicant (s)

Name Seneca Healthcare District

Mailing Address 130 Brentwood Dr, Chester, CA 96020

Telephone (530)258-2067

B. Owner (s)

Name Seneca Healthcare District

Mailing Address 130 Brentwood Dr, Chester, CA 96020

Telephone (530)258-2067

C. Property

Street Address inclusive of 199 Reynolds Rd, Chester, CA 96020

Nearest Town Chester, CA

Assessor's Parcel Number(s) 100-110-030-000, 100-470-001-000, 100-230-022-000 (pending completion of LLA) - Acreage 11.78

D. Applicants Interest in Property

[X] OWNER
[ ] OWNER'S AGENT
[ ] OTHER (Specify) _____

DocuSign Envelope ID: 670D80F6-7B2F-47CC-8941-A95398D5FFB6

Use additional sheets of paper as necessary to complete the information requested.

List the existing and proposed General Plan designation and the existing and proposed zoning.

EXISTING GENERAL PLAN DESIGNATION Resort & Recreation, Rural Residential, Single-family Residential, Multi-family Residential

PROPOSED GENERAL PLAN DESIGNATION Commercial, Multi-family Residential

EXISTING ZONING Rec-P, R-10, Rec-OS, 7R, MR

PROPOSED ZONING C-2, MR (see site plan attached)

REASON FOR REQUEST planned construction of replacement critical-access hospital, skilled nursing facility, and walk-in clinic/ambulatory surgery center, needed in response to state legislation mandated through SB1953.

SUPPORTING INFORMATION The Planning Department can provide information on the necessary supporting information for each possible General Plan Amendment.

See attached site plan & topo and draft space program. Additionally, the following reports are provided for further information on the site: Preliminary Title Report, Phase 1 ESA (draft), Cultural Analysis, Biological Analysis, Geotechnical report

HOW WOULD THE AMENDMENT BE OF ECONOMIC, SOCIAL, AND ENVIRONMENTAL BENEFIT TO THE COUNTY?

The existing Seneca Healthcare District hospital does not and cannot meet the requirements for SB1953 that is mandated by the state with a 2030 deadline, therefore maintaining local healthcare services for the Chester and Lake Almanor community is dependent upon obtaining this GPA/rezone.

If this is an amendment for a residential development with at least 25% low or moderate income housing, describe how occupation by or availability to persons and families of low or moderate income shall be assured.

(NA)

DocuSign Envelope ID: 670D80F6-7B2F-47CC-8941-A95398D5FFB6

If this application for a General Plan Amendment within the Sierra Valley Groundwater Management District, attach a groundwater supply evaluation which meets the standards of that district.

CERTIFICATE AND WAIVER

I, the applicant, certify that the information provided is correct and waive any action against the County of Plumas in the event the County's action is set aside due to erroneous information provided herein; and I, as an owner of the property affected by this amendment, petition for this amendment.

DocuSigned by:
Shawn Mckenzie
5CFAEC04518B4B7 Date 8/16/2021

_____ Date _____

DocuSign Envelope ID: 50F5C5A7-C709-4996-954F-4BCFBD408D6B

DEPARTMENTAL USE ONLY
Initial Completeness Verified by T.F.
Date Recv'd 5/11/23
Receipt No. 67856 $ 1663.00
File No. GPA 8-21/22-01

GENERAL PLAN AMENDMENT – REVISED AND RE-SUBMITTED –

Instructions to applicant (s):

1. Complete the form and mail or take to: Planning & Building Services
   555 Main Street
   Quincy, CA 95971
2. Pay the filing fee set forth in the fee schedule.
3. Make the check payable to Planning & Building Services.

APPLICATION FOR:

[X] **GENERAL PLAN MAP AMENDMENT**
[ ] For a residential development with at least 25% low or moderate income housing

[ ] **GENERAL PLAN TEXT AMENDMENT**

[X] **ZONE CHANGE**
[X] Petition by property owner, or
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B. Owner (s)

Name Seneca Healthcare District

Mailing Address 130 Brentwood Dr, Chester, CA 96020

Telephone (530)258-2067

C. Property

Street Address inclusive of 199 Reynolds Rd, Chester, CA 96020

Nearest Town Chester, CA

Assessor's Parcel Number(s) 100-230-028, 100-230-029 Acreage 11.78

D. Applicants Interest in Property

[X] OWNER
[ ] OWNER'S AGENT
[ ] OTHER (Specify) _____

DocuSign Envelope ID: 50F5C5A7-C709-4996-954F-4BCFBD408D6B

Use additional sheets of paper as necessary to complete the information requested.

List the existing and proposed General Plan designation and the existing and proposed zoning.

EXISTING GENERAL PLAN DESIGNATION Resort & Recreation, Rural Residential, Single-family Residential, Multi-family Residential

PROPOSED GENERAL PLAN DESIGNATION Commercial, Multi-family Residential

EXISTING ZONING Rec-P, R-10, Rec-OS, 7R, MR, LTD

PROPOSED ZONING C-2, MR, LTD (see site plan attached)

REASON FOR REQUEST planned construction of replacement critical-access hospital, skilled nursing facility, and walk-in clinic/ambulatory surgery center, needed in response to state legislation mandated through SB1953.

SUPPORTING INFORMATION The Planning Department can provide information on the necessary supporting information for each possible General Plan Amendment.

See attached Initial Study/Mitigated Negative Declaration and associated Mitigation Management & Reporting Plan, Seneca Healthcare District Resolution adopting IS/MND/MMRP, Topographic Site Plan, Preliminary Title Report, and Phase 1 ESA

HOW WOULD THE AMENDMENT BE OF ECONOMIC, SOCIAL, AND ENVIRONMENTAL BENEFIT TO THE COUNTY?

The existing Seneca Healthcare District hospital does not and cannot meet the requirements for SB1953 that is mandated by the state with a 2030 deadline, therefore maintaining local healthcare services for the Chester and Lake Almanor community is dependent upon obtaining this GPA/rezone.

If this is an amendment for a residential development with at least 25% low or moderate income housing, describe how occupation by or availability to persons and families of low or moderate income shall be assured.

(NA)

DocuSign Envelope ID: 50F5C5A7-C709-4996-954F-4BCFBD408D6B

If this application for a General Plan Amendment within the Sierra Valley Groundwater Management District, attach a groundwater supply evaluation which meets the standards of that district.

CERTIFICATE AND WAIVER

I, the applicant, certify that the information provided is correct and waive any action against the County of Plumas in the event the County's action is set aside due to erroneous information provided herein; and I, as an owner of the property affected by this amendment, petition for this amendment.

DocuSigned by:
Shawn McKenzie
5CFAEC04618B4B7...

Date 5/11/2023

_____ Date _____

Seneca Healthcare District
Mitigated Negative Declaration

Seneca Healthcare District Facility Replacement Project
General Plan Amendment, Zone Change, and LAFCO Annexation

Chester, Plumas County, CA

Filed:

March 7, 2023

Review Period:

March 7, 2023 through April 6, 2023

MITIGATED NEGATIVE DECLARATION

The CEQA Lead Agency finds that this project, as mitigated, would not have a significant impact on the environment. A copy of the Initial Study, which provides the evidence supporting this finding, is attached.

Determination by:
Shawn McKenzie
Chief Executive Officer
Seneca Healthcare District

Date: March 6, 2023

Prepared by:
Steven Towers, Ph.D.
Senior Project Manager
Sequoia Ecological Consulting, Inc.

Date: March 6, 2023

Seneca Healthcare District
Mitigated Negative Declaration
Seneca Healthcare District Facility Replacement Project
General Plan Amendment, Zone Change, and LAFCO Annexation

Seneca Healthcare District General Plan Amendment / Zone Change
GPA 8-21/22-01

https://www.plumascounty.us/2703/Public-Notices-and-Environmental-Documen

TO VIEW DOCUMENT, GO TO:

https://www.plumascounty.us/DocumentCenter/View/45673/IS-MND-685

ATTACHMENT 1

COMMENTS AND RESPONSES

RESPONSES TO COMMENTS

This attachment contains all of the written comments received by the Seneca Healthcare District on the *Seneca Healthcare District Facility Replacement Project Initial Study/Mitigated Negative Declaration* (IS/MND) and presents the District's responses to each of the substantive comments submitted by public agencies and members of the public. Written comments were received during the 30-day public review period, which extended from March 7, 2023 to April 6, 2023. Pursuant to the California Environmental Quality Act (CEQA), prior to approving a project, the decision-making body of the lead agency must consider the proposed Mitigated Negative Declaration, together with all comments received during the public review process. (*CEQA Guidelines* Section 15074.) Although written responses to comments on an MND are not required by CEQA, the District has determined to exceed the minimum requirements and prepare written responses to the comments received that pertain to the adequacy of the IS/MND.

According to the Governor's Office of Planning and Research (OPR), the State agencies that were invited to review the IS/MND included the following:[1]

- California Natural Resources Agency
- California Department of Conservation (DOC)
- California Department of Fish and Wildlife (CDFW), Region 2
- California Department of Forestry and Fire Protection (CAL FIRE)
- California Department of Parks and Recreation
- California Office of Statewide Health Planning and Development (OSHPD)
- California Department of Water Resources (DWR)
- California Highway Patrol (CHP)
- California Department of Transportation (Caltrans), District 4
- California Department of Transportation, Department of Transportation Planning (DOT)
- California Department of Transportation, Division of Aeronautics
- California Air Resources Board (ARB)

[1] Governor's Office of Planning and Research, CEQAnet Web Portal, https://ceqanet.opr.ca.gov/2023030234.

- California Regional Water Quality Control Board (RWQCB), Central Valley Redding Region 5
- California State Lands Commission (SLC)
- Central Valley Flood Protection Board
- California Public Utilities Commission (CPUC)
- State Water Resources Control Board (SWRCB), Division of Drinking Water
- State Water Resources Control Board (SWRCB), Division of Drinking Water, District 2
- State Water Resources Control Board (SWRCB), Division of Water Quality
- California Department of Toxic Substances Control (DTSC)
- Sierra Nevada Conservancy
- Office of Historic Preservation
- California Native American Heritage Commission (NAHC)

No comment letters were received from members of the public or private organizations on the proposed IS/MND. A single comment letter was received from a public agency, submitted by the California Department of Transportation (Caltrans), District 2.

Seneca Healthcare sent a written request to the State Historic Preservation Officer (SHPO) on April 24, 2023 requesting concurrence on the delineation of the Area of Potential Effects (APE) identified in the Cultural Resources Technical Report for the project (see Section 5 of the IS/MND) and the finding of No Adverse Effect. No response from SHPO has been received at the time of preparation of this Responses to Comments document.

The responses to comments presented herein focus on questions raised related to the adequacy of the environmental analysis of the proposed project that was presented in the IS/MND. Some comments address issues unrelated to the potential environmental impacts of the project or the adequacy of the IS/MND. Although these comments are acknowledged and additional information may be provided, detailed responses to such comments have not been included.

For ease of reference, the comments have been bracketed and numbered, and the numbered responses correspond to the designated comment number.

Text Changes to the Initial Study

Based on the public comments received as well as internal review by the District, the following text changes to the Initial Study are made (deleted text shown as ~~strikethrough text~~; added text shown as <u>double-underlined text</u>):

Page 2, 1st paragraph:

Zoning Districts: Single-Family Residential (7-R), Multiple-Family Residential (M-R), Periphery Commercial (C-2), Recreational-Open Space (Rec-OS), ~~Recreation~~ <u>Rural Zone</u> (R-10), and Prime Recreation (Rec-P). The Rec-P portion of APN 100-230-028 also has a Limited Combining Zone (Ltd).

Page 10:

[The checkbox for Hydrology/Water Quality is hereby revised from unchecked to checked.]

Page 18, 2nd paragraph:

The Project would not conflict with existing zoning for, or cause rezoning of, forest land as defined by Public Resources Code 12220(g). The Project property is zoned for Single-Family Residential (7-R), Multiple-Family Residential (M-R), Periphery Commercial (C-2), Recreation-Open Space (Rec-OS), ~~Recreation~~ <u>Rural Zone</u> (R-10), and Prime Recreation (Rec-P). The rezone will replace these designations with Periphery Commercial (C-2) for the health services facilities and parking lots, and Multiple-Family Residential (M-R) for the housing units. Tree removal for construction of the facility and to accommodate the helipad flight path is subject to the regulatory processes of CAL FIRE, in accordance with state law.

Page 60, 4th paragraph:

<u>Impact WQ-1: Offsite Flooding</u>

The proposed Project will not create or contribute runoff water which would exceed the capacity of existing or planned stormwater drainage systems or provide substantial additional sources of polluted runoff. Detention basin(s) capable of retaining the 25-year (24-hour) design storm event have been included in the onsite Project area. Any changes to the design of the detention basin are not expected to substantially change the Project footprint, potentially increasing environmental impacts. <u>Absent adequate onsite detention facilities, storm runoff from the project could potentially exceed capacity of downstream drainage facilities, which could be a potentially significant impact. Implementation of Mitigation Measure WQ-1 would ensure the impact would be less than significant.</u>

Level of Significance before Mitigation: Potentially Significant

Mitigation Measures:

WQ-1 – Drainage Report

Prior to issuance of a grading permit, the project engineer or other qualified professional shall prepare a drainage study that demonstrates, via engineering calculations, that the design of the proposed onsite detention basins will provide sufficient detention capacity to ensure that the rate and volume of storm discharge from the site during the 10-, 25-, and 100-year, 24-hour storm events does not exceed existing, pre-project conditions. The drainage study shall be made available to the California Department of Transportation (Caltrans) District 2, and concurrence of the conclusions of the drainage study shall be obtained from Caltrans by the Seneca Healthcare District prior to issuance of a grading permit.

Level of Significance after Mitigation: Less Than Significant

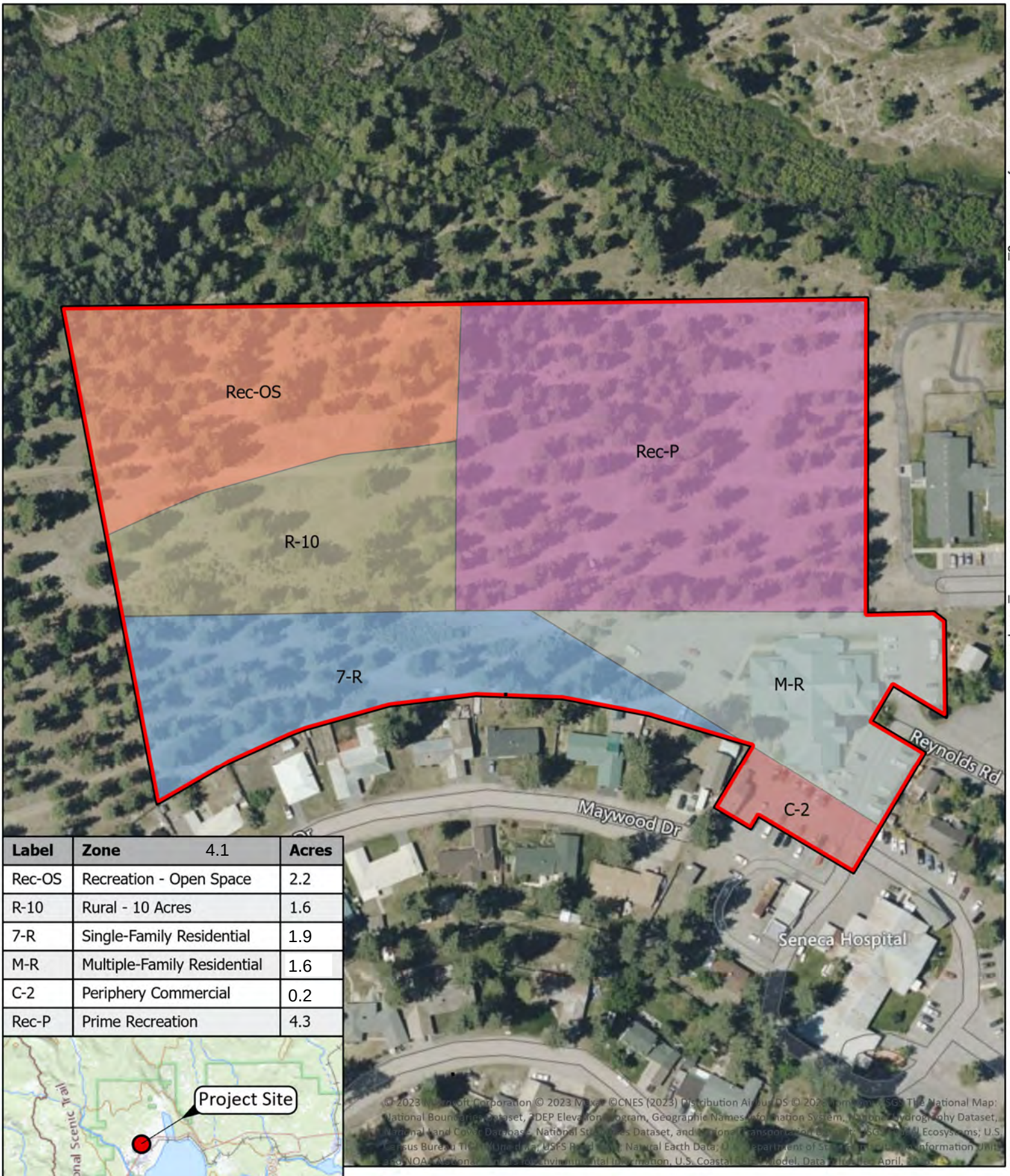
Page 62, Table 3, Existing Zone Districts:

Multiple-Family Residential: ~~1.5~~ 1.6 [Acres]

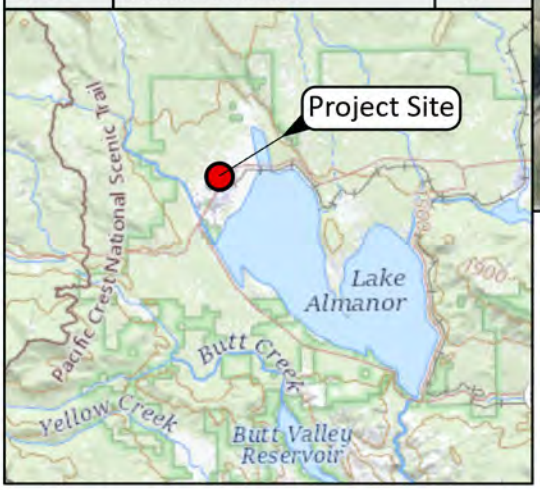
Periphery Commercial: ~~0.3~~ 0.2 [Acres]

Exhibits C1 and C:

Exhibit C1 (Existing Zoning) is replaced with the following exhibit, which reflects the revisions to Page 62, Table 3 listed above. Exhibit C2 is replaced with the following exhibit in order to maintain consistent format between the two exhibits.



Label	Zone 4.1	Acres
Rec-OS	Recreation - Open Space	2.2
R-10	Rural - 10 Acres	1.6
7-R	Single-Family Residential	1.9
M-R	Multiple-Family Residential	1.6
C-2	Periphery Commercial	0.2
Rec-P	Prime Recreation	4.3



Proposed Project Area

0 90 180 360 Feet

0 25 50 100 Meters

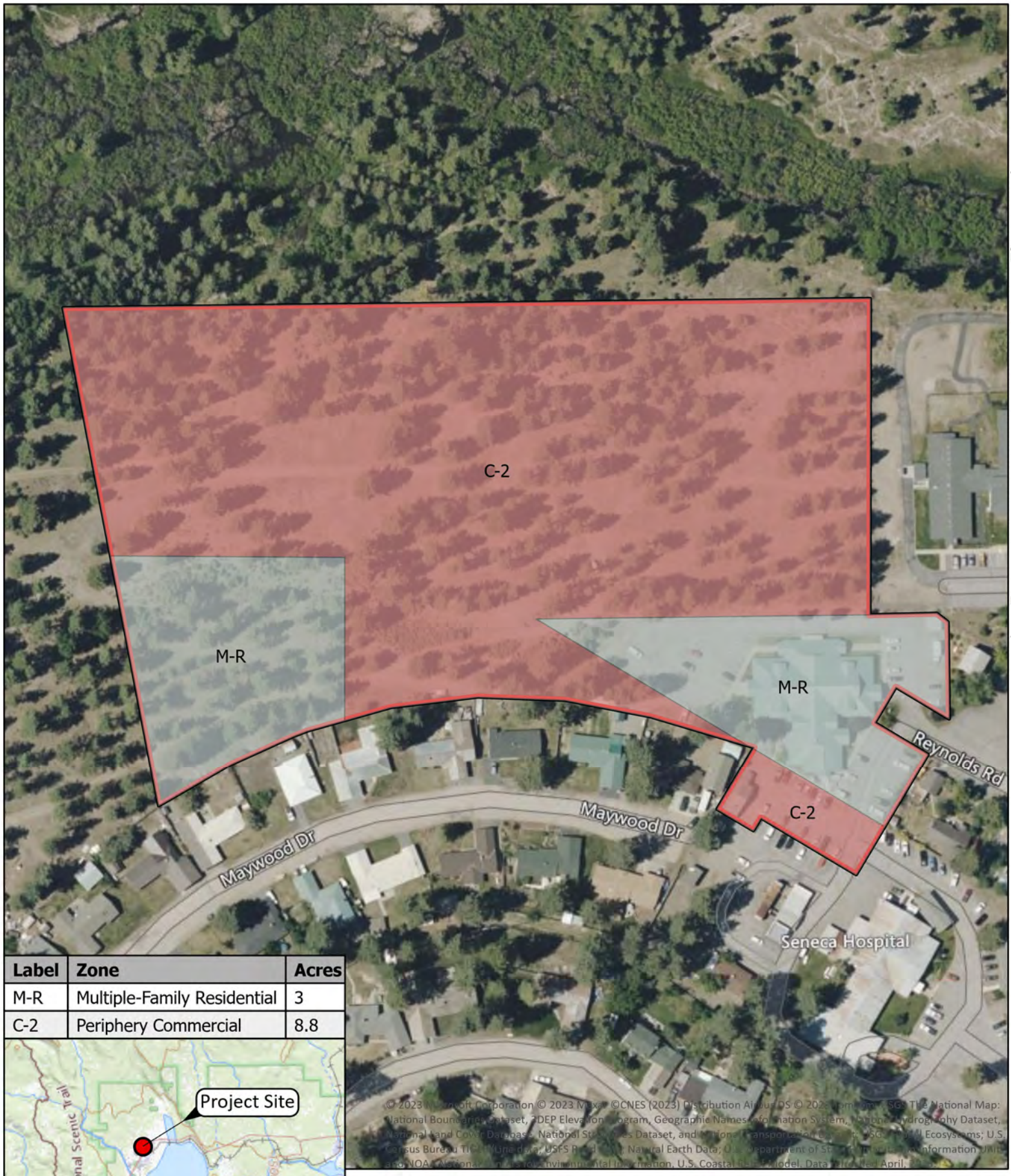
N

1:1,800

Author: NicolasAnderson
Projection: Lambert Conformal Conic
Datum: NAD 1983 2011
Coordinate System: NAD 1983 2011 StatePlane California I FIPS 0401 Ft US

SEQUOIA Ecological Consulting, Inc.

Document Path: F:\GIS\Projects\Building_Rx\SenecaHealthcareDistrict\SenecaHealthcareDistrict_AH.aprx



Label	Zone	Acres
M-R	Multiple-Family Residential	3
C-2	Periphery Commercial	8.8

Proposed Project Area

0 90 180 360 Feet

0 25 50 100 Meters

N

1:1,800

Author: NicolasAnderson
Projection: Lambert Conformal Conic
Datum: NAD 1983 2011
Coordinate System: NAD 1983 2011 StatePlane California I FIPS 0401 Ft US

SEQUOIA Ecological Consulting, Inc.

Document Path: F:\GIS\Projects\Building_Rx\SenecaHealthcareDistrict\SenecaHealthcareDistrict_AH.aprx

LETTER A

Cc: Grah, Kathy M@DOT <kathy.grah@dot.ca.gov>; Battles, Michael@DOT <Michael.Battles@dot.ca.gov>; Caruso, Brenda@DOT <Brenda.H.Caruso@dot.ca.gov>
Subject: Seneca Healthcare District Facility Replacement Project

WARNING: This email is from an external source. Do not click links or attachments unless you recognize the sender and know the content is safe.

Good Afternoon,

Thank you for the opportunity to review the Seneca Healthcare District Facility Replacement Project MND. Our comments are below:

A-1

1. Advertising signs are not permitted within the State RW.

A-2

2. A drainage report showing no adverse impacts from the development is requested. A copy of the requirements is attached.

Thank you again for the opportunity to review and comment.

Sincerely,

Cherie Clark
Associate Transportation Planner
Regional Planning and Local Development Review
Caltrans District 2

Required Information for Drainage Review

A Drainage Report shall be submitted that clearly defines the scope of the project related to the existing and proposed drainage. The level of detail in the report should be commensurate to the complexity of the proposed project and should contain summaries of the input parameters as well as the results of calculations. Calculations for each drainage basin, drainage system, and individual drainage unit must accompany the Drainage Report, application and plans. The calculations and report must be signed, checked, dated, and stamped by a registered Civil Engineer. Following is an outline of the items typically included in a Drainage report.

Hydrology:

1. Drainage Basin Maps for the before and after project conditions (contours at a reasonable scale).

    a. Before Condition (Existing/Pre-Development) – drainage basin(s) delineated and labeled, major features labeled, and flow direction arrows.

    b. After Condition (Post- Development) – same info as above reflecting project changes in land use and improvements. Submit grading and drainage plans.

    c. Points of concentrations, and outfalls shall be indicated and include flow direction.

2. Hydrology Summary Tables: Include Pre- Development and Post- Development flow quantities, time of concentration, drainage basin characteristics, area, slopes, soil types, vegetative cover, storage, present usage, runoff coefficient, etc.

3. Applicant shall use California Department of Transportation Drainage Design Standards in Chapter 800 of the Highway Design Manual when connecting or draining to the State Highway Drainage Facilities. The applicant may use local agency standards when they meet or exceed State standards.

Hydraulics: Show all affects of proposed changes on State Highway drainage structures from the "before condition" to the "after condition" including but not limited to:

1. **Cross Drains and Storm drain networks in the State Right of Way:**

    Typically designed for 10-yr (to the soffit) and 100-yr flows (with no objectionable flooding) include headwater or hydraulic grade line produced referenced to the invert of system. Include the available headwater at the culvert or drainage inlet, size, slope, end treatments and type of culvert. Culverts that run longitudinal to the State Highway across a road connection are typically designed for a 25-year flow.

2. **Gutters, ditches, and drainage inlets in the State Right of Way:**

    Typically designed for 25-yr flows (where traffic speed exceeds 45 mph) to not encroach on the traveled way. Include spread, intercept, and bypass information for each drainage inlet. Equations to determine these parameters are in FHWA's HEC 22.

Required Information for Drainage Review

3. **Detention or Retention facility:**

   Include design storm method, table or graph of the inflow and outflow hydrograph(s), the depth vs. storage of the facility, and the configuration of the outfall structure with its stage discharge relationship. Include a table of volume stored at each time step.

4. **"Master" Plan:**

   State what agencies were contacted and the impacts the project will have on the downstream drainage.

Drainage Report Narrative: The Drainage Report should include a narrative section describing the project and any affects to drainage. State all relevant assumptions. This section can also explain any historical issues or special aspects of the drainage design.

Historic Drainage patterns should be perpetuated, or drainage systems analyzed to show that there are no impacts or the impacts are mitigated (capacity, velocity related to flooding and erosion). Is a Master plan available?

We recommend considering detention facilities be designed to reduce a project's impact, but the designer should consider that detention facilities low in a watershed could cause detrimental effects if their release increases the peak flow of the overall watershed.

Caltrans' primary concern is the safety of the traveling public and protection of facilities within the State's right of way. The State is also concerned about the impact to adjacent and downstream properties.

Letter A

Cherie Clark, Caltrans District 2

A-1 No advertising signage is planned within the State right-of-way. All identifying signage would be located on the project property and would conform with applicable sign regulations promulgated in Plumas County Code Section 9-2.416.

A-2 No adverse drainage impacts are anticipated from the proposed Project, which is being designed to accommodate, at a minimum, peak storm discharge from the 25-year storm event without increasing peak discharge rates and volumes in comparison with existing conditions. As stated on page 60 of the IS/MND, the Project includes construction of onsite detention basins capable of retaining the 25-year, 24-hour storm event on the site. It is anticipated that these basins will result in a *reduction* in peak discharge rates and volumes in comparison with existing conditions. Furthermore, storm drainage from the proposed construction site flows to the north, flowing overland into Stover Ditch, located adjacent to the northern site boundary. Flows in this ditch are routed through a culvert passing under State Highway 36 about 400 feet north of Aspen Street, ultimately discharging to Lake Almanor. Thus, storm runoff from the site does not currently contribute stormwater to the Highway 36 right-of-way, and this will be continue to be the case following implementation of the proposed Project.

It should be noted that a drainage study was previously completed for the Project, and is presented as Exhibit G in the IS/MND. That study states that the Project has been designed to accommodate peak flows from the 20-year, 1-hour storm event up to the 100-year, 24-hour storm event, which would include the 25-year storm event.

While there is no evidence that storm drainage from the proposed Project would adversely affect transportation facilities under the jurisdiction of Caltrans, the Seneca Healthcare District wants to ensure that any concerns Caltrans has are adequately addressed. Accordingly, a new mitigation measure has been included in the IS/MND that will be adopted by the District prior to Project approval, and will become a binding mitigation requirement. Please see the preceding Text Changes to the Initial Study for the language of the new mitigation measure.

RESOLUTION NUMBER P.C. 2023-2

RESOLUTION TO THE BOARD OF SUPERVISORS RECOMMENDING THE BOARD FIND THE GENERAL PLAN AMENDMENT AND ZONE CHANGE (GPA 8-21/22-01) APPROVAL WOULD NOT HAVE A SIGNIFICANT IMPACT ON THE ENVIRONMENT, ADOPT MITIGATED NEGATIVE DECLARATION NO. 685, AND APPROVE THE GENERAL PLAN AMENDMENT AND ZONE CHANGE

WHEREAS, Seneca Healthcare District, property owners/applicants, submitted a General Plan Amendment and Zone Change application on August 23, 2021, and amended and re-submitted the application on May 11, 2023, to change the existing land use designations of Resort and Recreation, Rural Residential, Single-Family Residential, Multiple-Family Residential, and Commercial and zoning districts of Single-Family Residential (7-R), Multiple-Family Residential (M-R), Periphery Commercial (C-2), Recreation Open Space (Rec-OS), Rural (R-10), Prime Recreation (Rec-P), and Limited Combining (Ltd) to the land use designations of Commercial and Multiple-Family Residential and zoning districts of Periphery Commercial (C-2), Multiple-Family Residential (M-R), and Limited Combining (Ltd) for the property located at 199 Reynolds Road, Chester, California, APNs 100-230-028-000 and 100-230-029-000; and

WHEREAS, Negative Declaration No. 685 was prepared and sent to the Governor's Office of Planning and Research (OPR) State Clearinghouse (SCH #2023030234) for circulation and a 30-day agency and public review period (March 7, 2023 through April 6, 2023), which resulted in no comment letters received from members of the public or private organizations, and a single comment letter received from a public agency, submitted by the California Department of Transportation (Caltrans), District 2; and

WHEREAS, as per Senate Bill 18, Government Code 65352.3 and 65352.4, local governments are required to consult with California Native American tribes identified by the Native American Heritage Commission (NAHC) for the purpose of avoiding, protecting, and/or mitigating impacts to cultural places when amending general plans. The California Native American tribes (i.e., Estom Yumeka Maidu Tribe of the Enterprise Rancheria, Susanville Indian Rancheria, Tsi Akim Maidu, United Auburn Indian Community of the Auburn Rancheria, Washoe Tribe of Nevada and California, Greenville Rancheria of Maidu Indians, and Mooretown Rancheria of Maidu Indians) traditionally and culturally affiliated with the Seneca Healthcare District project area in the Town of Chester were notified, in writing, on March 13, 2023, pursuant to Senate Bill 18, and follow up phone calls were made to each tribe throughout April 2023. Mooretown Rancheria of Maidu Indians and the United Auburn Indian Community of the Auburn Rancheria responded and did not request consultation. Tsi Akim Maidu is in transition and is unable to respond. The remaining four tribes have not responded to date; and

WHEREAS, the Planning Commission opened a properly noticed public hearing on May 4, 2023, and held the continued hearing on May 18, 2023, for the General Plan Amendment and Zone Change (GPA 8-21/22-01) and received testimony from all interested parties; and

WHEREAS, the testimony and evidence received justifies the recommendation to amend the General Plan as set forth in Exhibit "A" attached.

NOW, THEREFORE, BE IT RESOLVED, that the Planning Commission of the County of Plumas, State of California, recommends that the Board of Supervisors:

1. Find that the General Plan Amendment (8-21/22-01) approval would not have a significant impact on the environment and adopt Mitigated Negative Declaration No. 685.
2. Approve the General Plan Amendment and Zone Change as shown in Exhibit "A" attached.

The foregoing Resolution was duly passed and adopted by the Plumas County Planning Commission at a meeting held on the 18th day of May, 2023, by the following roll call vote:

AYES: Commissioners: SPENCER, HOFFMAN STOUT, MONTGOMERY, LEONHARDT
NOES: Commissioners:
ABSENT: Commissioners: WEST

Said resolution to be effective as of the 18th day of May, 2023.

Charles Leonhardt
Chair, Plumas County Planning Commission

ATTEST:
Tracey Ferguson, AICP, Planning Director

Approved as to form:
Gretchen Stuhr
Plumas County Counsel

EXHIBIT "A"

GPA 8-21/22-01 – SENECA HEALTHCARE DISTRICT – CHESTER

Amend the subject property as listed in the General Plan Amendment and Zone Change to the Commercial and Multiple-Family Residential land use designations and **Zone** Periphery Commercial (C-2), Multiple-Family Residential (M-R), and Limited Combining (Ltd).

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Label	Zone	Acres
M-R	Multiple-Family Residential	3
C-2	Periphery Commercial	8.8
Ltd	Limited Combining	11.8

Proposed Project Area
CROSS-HATCHED - Ltd

N

0 90 180 360 Feet

0 25 50 100 Meters

1:1,800

Author: NicolasAnderson
Projection: Lambert Conformal Conic
Datum: NAD 1983 2011
Coordinate System: NAD 1983 2011 StatePlane California I FIPS 0401 Ft US

SEQUOIA Ecological Consulting, Inc.

Document Path: F:\GIS\Projects\Building_Rx\SenecaHealthcareDistrict\SenecaHealthcareDistrict_AH.aprx

GENERAL PLAN AMENDMENT ZONING ORDINANCE
SENECA HEALTHCARE DISTRICT GENERAL PLAN AMENDMENT AND ZONE CHANGE (GPA 8-21/22-01)
ORDINANCE NO. 2023-_____

AN ORDINANCE OF THE COUNTY OF PLUMAS, STATE OF CALIFORNIA, REZONING CERTAIN REAL PROPERTY CONSISTENT WITH GENERAL PLAN AMENDMENT ENACTED BY RESOLUTION NO. 2023-_____

The Board of Supervisors of the County of Plumas, State of California, DOES ORDAIN as follows:

Section 1. The real property enumerated in Exhibit "A", particularly described therein by Assessor's Parcel Numbers 100-230-028-000 and 100-230-029-000, is hereby rezoned to C-2 (Periphery Commercial), M-R (Multiple-Family Residential), and Ltd (Limited Combining) zoning classifications enumerated in Plumas County Code Section 9-2.301; and described in Title 9, Chapter 2, Article 20, Code Sections 9-2.2001 through 9-2.2008; Article 14, Code Sections 9-2.1401 through 9-2.1407; and Article 27, Code Sections 9-2.2701 and 9-2.2702, as implemented by Exhibit "A" attached hereto.

Section 2. This rezoning is consistent with and will serve to implement the General Plan Amendment (GPA 8-21/22-01) enacted by Board of Supervisors Resolution No. 2023-_____.

Section 3. Environmental considerations related to this rezoning have been addressed with Plumas County acting as a Responsible Agency under the requirements of the California Environmental Quality Act (CEQA), whereby Plumas County independently reviewed and adopted Mitigated Negative Declaration 685 after the Lead Agency, Seneca Healthcare District, on May 4, 2023, approved the project and adopted the Mitigated Negative Declaration, and whereby a noticed public hearing by the Plumas County Board of Supervisors on _____, 2023 was deemed to satisfy CEQA as certified in Resolution No. 2023-_____, and with a Notice of Determination (NOD) filed in the same manner as Lead Agency.

Section 4. The Plumas County Planning Director is hereby directed to reflect the zoning as provided for in this ordinance and pursuant to Section 9-2.302 (Zoning Plan Maps) of the Plumas County Code, Title 9 Planning and Zoning, Chapter 2 Zoning, Article 3 Establishment of Zones.

Section 5. This ordinance shall not be codified.

Section 6. This ordinance shall be published, pursuant to Section 25124(a) of the Government Code of the State of California, before the expiration of fifteen (15) days after the passage of the ordinance, with the names of the supervisors voting for and against the ordinance in a newspaper published in the county if there is one, and if there is no newspaper published in the county, the ordinance shall be posted in a prominent location at the board of supervisors' chambers within the 15-day period and remain posted thereafter for at least one week.

Section 7. This ordinance shall become effective thirty (30) days from the date of the final passage.

The foregoing ordinance was introduced on June 6, 2023, and duly passed and adopted by the Board of Supervisors of the County of Plumas, State of California, on this _____ day of _____, 2023 by the following vote:

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

_____
Dwight Ceresola, Chair of the Board of Supervisors

ATTEST:

_____
Heidi White, Clerk of the Board of Supervisors

Approved as to form:
Gretchen Stuhr
Plumas County Counsel

Exhibit "A"

GPA 8-21/22-01
SENECA HEALTHCARE DISTRICT, OWNER

Assessor's Parcel Numbers 100-230-028-000 and 100-230-029-000; 199 Reynolds Road, Town of Chester, unincorporated Plumas County, CA; T28N/R7E/Section 6 and 7, MDM; Lat. 40.307586, Long. -121.235788.

Amend the General Plan land use designations and zoning applied to the properties *from* Resort and Recreation, Rural Residential, Single-Family Residential, Multiple-Family Residential, and Commercial and *from* Single-Family Residential (7-R), Multiple-Family Residential (M-R), Periphery Commercial (C-2), Recreation Open Space (Rec-OS), Rural (R-10), Prime Recreation (Rec-P), and Limited Combining (Ltd) *to* Commercial and Multiple-Family Residential and *to* Periphery Commercial (C-2), Multiple-Family Residential (M-R), and Limited Combining (Ltd).

BOARD OF SUPERVISORS
RESOLUTION 2023-_____

2023 SUMMER
PLUMAS COUNTY GENERAL PLAN AMENDMENT
SENECA HEALTHCARE DISTRICT (GPA 8-21/22-01)

WHEREAS, the hearings required by the Government Code of the State of California before the Board of Supervisors were held and proper notices were given; and

WHEREAS, the testimony and evidence received justify the actions taken to amend the General Plan land use designations and zoning and the Board of Supervisors finds that:

A. Mitigated Negative Declaration 685 was independently reviewed and is applicable and adequate for the Seneca Healthcare District General Plan Amendment (GPA 8-21/22-01), and was adopted by the Board of Supervisors acting as a Responsible Agency under the requirements of the California Environmental Quality Act (CEQA) after a noticed public hearing on _____, 2023 and after the Lead Agency, Seneca Healthcare District, on May 4, 2023, approved the project and adopted the Mitigated Negative Declaration; and

B. GPA 8-21/22-01 is consistent with the 2035 Plumas County General Plan for the reasons set forth in Mitigated Negative Declaration 685; and

C. GPA 8-21/22-01 is consistent with the Goals and Policies of the 2035 Plumas County General Plan; and

D. The zoning amendments correspond to and are consistent with GPA 8-21/22-01 and serve to implement GPA 8-21/22-01; and

E. GPA 8-21/22-01 is in the Town of Chester; and

F. As the project parcels (APN 100-230-028-000 and APN 100-230-029-000) are planned for future development as shown on Figure 9, General Plan Designations and Planning Areas – Almanor, map in the 2035 Plumas County General Plan, GPA 8-21/22-01 is consistent with the Almanor Planning Area goals in the General Plan.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of the County of Plumas, State of California, that this Board, pursuant to the authority granted by the Government Code of the State of California, amends the General Plan by incorporations of the applicable amendment of the General Plan maps as set forth in Exhibit "A" attached hereto, and made a part hereof.

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 this _____ day of _____, 2023, by the following vote:

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

_____
Dwight Ceresola, Chair of the Board of Supervisors

ATTEST:

_____
Heidi White
Clerk of the Board of Supervisors

Approved as to form:
Gretchen Stuhr
Plumas County Counsel

Exhibit "A"

GPA 8-21/22-01
SENECA HEALTHCARE DISTRICT, OWNER

Assessor's Parcel Numbers 100-230-028-000 and 100-230-029-000; 199 Reynolds Road, Town of Chester, unincorporated Plumas County, CA; T28N/R7E/Section 6 and 7, MDM; Lat. 40.307586, Long. -121.235788.

Amend the General Plan land use designations and zoning applied to the properties *from* Resort and Recreation, Rural Residential, Single-Family Residential, Multiple-Family Residential, and Commercial and *from* Single-Family Residential (7-R), Multiple-Family Residential (M-R), Periphery Commercial (C-2), Recreation Open Space (Rec-OS), Rural (R-10), Prime Recreation (Rec-P), and Limited Combining (Ltd) *to* Commercial and Multiple-Family Residential and *to* Periphery Commercial (C-2), Multiple-Family Residential (M-R), and Limited Combining (Ltd).

PLUMAS COUNTY
SOLID WASTE
MEMORANDUM

TO: **Honorable Chair and Board of Supervisors**

FROM: **John Mannle, Director of Public Works**

MEETING DATE: **June 6, 2023**

SUBJECT: **Time Certain Public Hearing at 11:00 A.M.:**
Receive a report from the Department of Public Works Solid Waste Division and recommendations from the Solid Waste Task Force, pertaining to the proposed rate increase of 9.08% at transfer stations (for residential and commercial customers self-hauling solid waste to Plumas County transfer stations located in Quincy, Chester, Greenville, and LaPorte) located in Franchise Area No. 1, operated by Franchise Contractor USA Waste of California, Inc., dba Feather River Disposal (FRD).

Consider Adoption of proposed RESOLUTION establishing a Revised Fee Schedule for residential and commercial customers self-hauling Solid Waste to Plumas County Transfer Stations located in Quincy, Chester, Greenville, and LaPorte; Franchise Contractor Service Area No. 1, (rate increase of 9.08%); discussion and possible action. Roll call vote

Recommendation:

The Solid Waste Task Force respectfully recommends that the Board of Supervisors vote to adopt the attached, proposed Rate Increase Resolution for self-hauling residential and commercial customers to the County transfer stations operated by the franchise contractor Feather River Disposal per the terms of the Franchise Agreement that took effect on April 1, 2017.

Background and Discussion:

PREFACE:

The primary purpose of this Agenda Request, in compliance with Proposition 13, is to enable the Board of Supervisors to:

1. ***Receive a report and recommendation from the Solid Waste Task Force pertaining to a Rate Increase of 9.08%*** **(for residential and commercial customers self-hauling solid waste to Plumas County transfer stations located in Quincy, Greenville, Chester and Laporte) for disposal of solid waste at said transfer stations, as operated by franchise contractor Feather River Disposal (FRD) serving Franchise Area No. 1.**
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.***
4. ***Consider the adoption of the proposed Resolution to Increase Rates by 9.08% as calculated per the terms of the 2017 Franchise Contract at Franchise Area No. 1 Transfer Stations.***
5. ***Announce to the Board of Supervisors and public, the commencement of the Proposition 218 process for amending residential and commercial curbside pickup rates.***

BACKGROUND:

2023: On March 14, 2023, Feather River Disposal's Audited Financial Statement for the period ending December 31, 2022, was received by first class mail. Public Works staff reviewed the audited financial statement and forwarded the documentation to the County's independent solid waste consultant, R3 Consulting Group (R3). R3 applied the Refuse Rate Increase (RRI) procedure, as set forth in the Franchise

Agreement that took effect on April 1, 2017. R3 Consulting Group reviewed the audited financial statement and concluded that FRD was entitled to a solid waste fee increase in the amount of 9.08%, based upon increased operational costs.

CONSIDERATION BY THE SOLID WASTE TASK FORCE:

The Plumas County Integrated Waste Management Task Force is an advisory council comprised of members appointed by the Board of Supervisors as well as one voting member representing the City of Portola. On April 26, 2022, the Plumas County Integrated Waste Management Task Force conducted a Solid Waste Task Force Meeting to consider the proposed rate increase and to make a recommendation for consideration by the Board of Supervisors. The Solid Waste Task Force voted to recommend that the Board of Supervisors approve a 9.08% rate increase as calculated per the terms of the Franchise Agreement that took effect on April 1, 2017. The rate increase at the Franchise Area No. 1 Transfer Stations would take effect on July 1, 2023.

PUBLIC NOTICE:

On May 15, 2023, Plumas County Public Works staff posted a Notice of Public Hearing pursuant to Prop. 13 procedures.

PUBLIC DOCUMENTS:

In addition to the enclosures listed below, the following documents are pertinent to this Rate Increase:

- Resolution No. 22-8699 dated and, approved at the public hearing held May 17, 2022
- 2022 FRD Audited Financial Statements
- 2023 Refuse Rate Index (RRI) Adjustments, Final Report dated March 24, 2023
- 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

Action:

Consideration of the calculated rate increase (9.08%) per the conditions of the 2017 Franchise Contract (for residential and commercial customers self-hauling solid waste to Plumas County transfer stations for disposal of solid waste, as operated by franchise contractor USA Waste of California, Inc., dba Feather River Disposal (FRD) serving Franchise Area No. 1.

Fiscal Impact:

N/A

Attachments:

1. FRD Prop 13 Public Notice 2023
2. SWTF Chair Letter 2023 - Copy
3. FRD 2023 Proposed Transfer Station Rate Table
4. Resolution

PUBLIC NOTICE

OF A PROPOSITION 13 PUBLIC HEARING ON A PROPOSED FEE INCREASE FOR DISPOSAL OF SOLID WASTE AT COUNTY TRANSFER STATIONS IN FRANCHISE AREA No. 1

SUPERVISORS BOARD ROOM IN THE PLUMAS COUNTY COURTHOUSE

10:00 A.M., JUNE 6, 2023

As required annually by the 2017 Franchise Contract between the County and USA Waste of California, Inc., dba Feather River Disposal (FRD), a resolution is being considered 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 **(9.08%)** is determined per the terms and conditions of the 2017 Franchise Contract for residential and commercial customers self-hauling solid waste to Plumas County transfer stations 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 residential and commercial customers self-hauling solid waste to Plumas County transfer stations located in Quincy, Greenville, Chester and Laporte by (**9.08%)** beginning on July 1, 2023. These rate changes apply to the area serviced by Feather River Disposal only, not InterMountain Disposal. A proposed fee schedule is available on the County website (see below).

The proposed fee schedule is available for view on the internet at:
https://www.plumascounty.us/2616/Public-Documents

Pursuant to California Proposition 13, 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 before the date of the Public Hearing on the proposed fee, or delivered at the Public Hearing.

PLUMAS COUNTY
INTEGRATED WASTE MANAGEMENT TASK FORCE (PCIWMTF)
1834 East Main Street • Quincy, CA 95971• (530) 283-6268
John Sciborski, Chair

MEMORANDUM

Apr. 26, 2023

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 25, 2023, the Plumas County Integrated Waste Management Task Force, a Board-appointed advisory committee, conducted a duly notified Regular Meeting. Four (4) Task Force Members were present; 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 recommends the Board of Supervisors approve a rate increase for Solid Waste Franchise Area No. 1 and No. 2 in the amount of 9.08% and 10.37% respectively for the Fiscal Year of 2023/2024, pursuant to the rate evaluation procedures outlined in the 2017 Franchise Contract. 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

FEATHER RIVER DISPOSAL - CURRENT VS PROPOSED FEE SCHEDULE FOR TRANSFER STATION SELF HAUL SERVICE

EXHIBIT A

Description of Service	Current Rates		2023 Rate Adjustment
	ALL		Proposed Transfer Station Rate (Effective July 1, 2023)
Container Unloading Fees			
Minimum unloading fee	**$10.00**		**$10.90**
Two cans or standard containers	**$10.00**		**$10.90**
Three cans or standard containers	**$15.90**		**$17.35**
Four cans or standard containers	**$20.85**		**$22.75**
Vehicle Unloading Fees			
Station Wagon	**$21.65**		**$23.60**
Compact Truck	**$26.90**		**$29.35**
Compact Truck with Side Boards	**$34.40**		**$37.50**
Standard Size Pickup Truck	**$32.85**		**$35.85**
Standard Size Pickup Truck with Side Boards	**$41.10**		**$44.85**
Larger Trucks (per CY)	**$23.20**		**$25.30**
Large and Restricted Items			
Small Appliances: Washer, dryer, standard fridge, etc.	**$18.60**		**$20.30**
Large Appliances: Deep freezer, etc.	**$33.75**		**$36.80**
Tires (rim diameter)			
16 inches or less	**$4.15**		**$4.55**
Greater than 16 inches to 20 inches	**$8.35**		**$9.10**
Greater than 20 inches	**$18.50**		**$20.20**
Mattresses			
Twin/full	**$18.60**		**$20.30**
Queen/king	**$33.75**		**$36.80**
TVs/ Computer Monitors	**$4.40**		**$4.80**
Compacted Loads (per ton)	**$107.95**		**$117.75**

RESOLUTION NO. 23-_____

A RESOLUTION ESTABLISHING A REVISED FEE SCHEDULE FOR RESIDENTIAL AND COMMERCIAL CUSTOMERS SELF-HAULING SOLID WASTE TO PLUMAS COUNTY TRANSFER STATIONS IN FRANCHISE SERVICE AREA NO. 1 (OPERATED BY FEATHER RIVER DISPOSAL)

WHEREAS, the Plumas County Board of Supervisors, on May 17, 2022, did adopt replacement Resolution No. 22-8699, thus establishing a revised fee schedule for residential and commercial customers self-hauling to Plumas County Transfer Stations in Franchise Service Area No. 1, pursuant to Plumas County Code Section 6-10.208, and

WHEREAS, the request of USA Waste of California doing business as Feather River Disposal for a rate increase was considered at the duly noticed public hearing held on _____, 2023, and

WHEREAS, it is the conclusion of the Board of Supervisors, based on the evidence presented at the public hearing, that the franchisee for Service Area No. 1 is entitled to rate increases to the fee schedule that is presently in place pursuant to Plumas County Resolution No. 22-8699

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. 22-8699, 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, currently serviced by Feather River Disposal.

(b) **Fees for unloading at transfer** sites or landfills. The following fees, as described below and shown as "Adjusted Rate" on the attached Exhibit "A", shall be collected from the public for unloading at transfer sites or landfills, and such fees shall be the franchisee's sole compensation for the handling, transfer, hauling, and ultimate disposal activities.

(1) **Minimum** fee. The minimum fee for unloading shall be $10.90; for the equivalent of two (2) cans or standard containers the fee shall be $10.90; for the equivalent of three (3) cans the fee shall be $17.35; and the fee shall be $22.75 for the equivalent of four (4) cans.

(2) **Vehicle unloading** fee. When waste is unloaded from vehicles and such waste exceeds an amount equivalent of four (4) cans or standard containers, then the following charges shall apply on the basis of vehicle size and type:

(A) Station wagon: $23.60
(B) Compact pickup truck: $29.35
(C) Compact pickup truck with sideboards: $37.50
(D) Standard sized pickup truck: $35.85
(E) Standard sized pickup truck with sideboards: $44.85
(F) Larger trucks: $25.30 per cubic yard maximum.

(3) **Fee for unloading large and restricted items.** Unusually large items increase the time and effort of disposal, and the following charges apply:

(A) A washer or dryer, standard size refrigerator, single bed mattress, or similar—size object: $20.30;
(B) A standard size deep freezer, double bed mattress, or similar—size object: $36.80 maximum;
(C) Each tire sixteen (16") inches or less: $4.55; Each tire greater than sixteen (16") inches to twenty (20") inches: $9.10; Each tire greater than twenty (20") inches; $20.20;
(D) Tree stumps are not accepted at transfer stations or at the Chester Landfill.
(E) Other large items not included in this section shall be charged pursuant to subsection (c) of this section;
(F) Televisions and computer monitors: $4.80;

(4) **Compacted loads**. Compacted loads shall be permitted only at transfer sites, and only if the hauler weighs the truck before and after tipping at the site. Compacted loads shall be charged at the rate of $117.75 per ton.

(5) **Prohibited items**. None of the following items shall be permitted by the franchisee to be unloaded at transfer sites: dead animals, car bodies, tree stumps, explosives, toxic chemicals or any hazardous waste materials; except that household hazardous waste items may be accepted at designated transfer stations during the date and times set aside for special household hazardous waste disposal days as duly advertised by the County and the franchisee. Freon or other hazardous gases shall be removed from refrigerators and freezers prior to disposal.

(c) **Fees 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 the customer.

(d) **Rounding.** The preceding fees have been rounded to the nearest $0.05 after adjustment.

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 ___ day of ____ 2023, 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

PLUMAS COUNTY
SOLID WASTE
MEMORANDUM

TO: **Honorable Chair and Board of Supervisors**

FROM: **John Mannle, Director of Public Works**

MEETING DATE: **June 6, 2023**

SUBJECT: **Time Certain Public Hearing 11:30 A.M.:**
Receive a report from the Department of Public Works Solid Waste Division and recommendations from the Solid Waste Task Force, **pertaining to the proposed rate increase of 10.37% at transfer stations (for residential and commercial customers self-hauling solid waste to Plumas County transfer stations located in Delleker and Graeagle) located in Franchise Area No. 2, operated by Intermountain Disposal (IMD).**

Consider Adoption of proposed RESOLUTION establishing a Revised Fee Schedule for residential and commercial customers self-hauling Solid Waste to Plumas County Transfer Stations located in Delleker and Graeagle; Franchise Contractor Service Area No. 2, (rate increase of 10.37%); discussion and possible action. Roll call vote

Recommendation:
The Solid Waste Task Force respectfully recommends that the Board of Supervisors vote to adopt the attached, proposed Rate Increase Resolution for self-hauling residential and commercial customers to the County transfer stations in Franchise Area No. 2 operated by the franchise contractor InterMountain Disposal per the Franchise Agreement that took effect on April 1, 2017.

Background and Discussion:
PREFACE:
The primary purpose of this Agenda Request, in compliance with Proposition 13, is to enable the Board of Supervisors to:

1. ***Receive a report and recommendation from the Solid Waste Task Force pertaining to a Rate Increase of 10.37% (for residential and commercial customers self-hauling solid waste to Plumas County transfer stations located in Delleker and Graeagle)*** **for disposal of solid waste at said transfer stations, as operated by franchise contractor InterMountain Disposal (IMD) serving Franchise Area No. 2.**

2. Enable commentary by the franchise contractor InterMoutnain Disposal.

3. Open a Public Hearing and enable commentary by the general public and other governmental officials, if any.

4. Consider the adoption of the proposed Resolution to Increase Rates by 10.37% as calculated per the terms of the 2017 Franchise Contract at Franchise Area No. 2 Transfer Stations.

5. Announce to the Board of Supervisors and public, the commencement of the Proposition 218

process for amending residential and commercial curbside pickup rates.

BACKGROUND:

2023: On March 14, 2023, InterMountain Disposal submitted an Audited Financial Statement for the Period Ending December 31, 2022. Public Works staff reviewed the audited financial statement and subsequently forwarded the documentation to the County's solid waste consultant, R3 Consulting Group (R3). R3 applied the Refuse Rate Increase (RRI) procedure, as set forth in the Franchise Agreement that took effect on April 1, 2017. R3 Consulting Group reviewed the audited financial statement and concluded that IMD was entitled to a solid waste fee increase in the amount of 10.37%, based upon increased operational costs per the terms of the Franchise Agreement that took effect on April 1, 2017.

CONSIDERATION BY THE SOLID WASTE TASK FORCE:

On April 25, 2023, the Plumas County Integrated Waste Management Task Force conducted a Solid Waste Task Force Meeting to consider the proposed rate increase and make a recommendation for consideration by the Board of Supervisors. The Solid Waste Task Force voted to recommend that the Board of Supervisors approve a 10.37% rate increase as calculated per the terms of the Franchise Agreement that took effect on April 1, 2017. The rate increase at the Franchise Area No. 2 Transfer Stations would take effect on July 1, 2022.

PUBLIC NOTICE:

On May 15, 2023, Plumas County Public Works staff posted a Notice of Public Hearing pursuant to Prop. 13 procedures.

PUBLIC DOCUMENTS:

In addition to the enclosures listed below, the following documents are pertinent to this Rate Increase:

- Resolution No. 22-8700 dated and, approved at the public hearing held May 17, 2022
- 2022 IMD Audited Financial Statements
- 2023 Refuse Rate Index (RRI) Adjustments, Final Report dated March 24, 2023
- IMD Proposed 2023 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

Action:

Consideration of the calculated rate increase (10.37%) per the conditions of the 2017 Franchise Contract (for residential and commercial customers self-hauling solid waste to Plumas County transfer stations for disposal of solid waste, as operated by franchise contractor InterMountain Disposal (IMD), serving Franchise Area No. 2

Fiscal Impact:

N/A

Attachments:

1. IMD Prop 13 Public Notice 2023
2. SWTF Chair Letter 2023
3. IMD 2023 Proposed Transfer Station Rate Table
4. Resolution

PUBLIC NOTICE

OF A PROPOSITION 13 PUBLIC HEARING ON A PROPOSED FEE INCREASE FOR DISPOSAL OF SOLID WASTE AT COUNTY TRANSFER STATIONS IN FRANCHISE AREA No. 2

SUPERVISORS BOARD ROOM IN THE PLUMAS COUNTY COURTHOUSE

10:00 A.M., JUNE 6, 2023

As required annually by the 2017 Franchise Contract between the County and InterMountain Disposal, a resolution is being considered to amend the rates for solid waste collection and disposal within the unincorporated portion of Plumas County served by InterMountain Disposal (IMD) (Solid Waste Franchise Area No. 2). The calculated rate increase **(10.37%)** is determined per the terms and conditions of the 2017 Franchise Contract for residential and commercial customers self-hauling solid waste to Plumas County transfer stations operated by the franchise contractor InterMountain Disposal (IMD) serving Franchise Area No. 2.

If adopted, the resolution will amend the existing solid waste fee schedule to increase the solid waste collection and disposal fees for residential and commercial customers self-hauling solid waste to Plumas County transfer stations located in Delleker and Graeagle by (**10.37%)** beginning on July 1, 2023. These rate changes apply to the area serviced by Intermountain Disposal only, not Feather River Disposal. A proposed fee schedule is available on the County website (see below).

The proposed fee schedule is available for view on the internet at:
https://www.plumascounty.us/2616/Public-Documents

Pursuant to California Proposition 13, 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 before the date of the Public Hearing on the proposed fee or delivered at the Public Hearing.

PLUMAS COUNTY
INTEGRATED WASTE MANAGEMENT TASK FORCE (PCIWMTF)
1834 East Main Street • Quincy, CA 95971• (530) 283-6268
John Sciborski, Chair

MEMORANDUM

Apr. 26, 2023

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 25, 2023, the Plumas County Integrated Waste Management Task Force, a Board-appointed advisory committee, conducted a duly notified Regular Meeting. Four (4) Task Force Members were present; 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 recommends the Board of Supervisors approve a rate increase for Solid Waste Franchise Area No. 1 and No. 2 in the amount of 9.08% and 10.37% respectively for the Fiscal Year of 2023/2024, pursuant to the rate evaluation procedures outlined in the 2017 Franchise Contract. 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

INTERMOUNTAIN DISPOSAL - CURRENT VS PROPOSED FEE SCHEDULE FOR TRANSFER STATION SELF HAUL SERVICE

Exhibit A

	Current Rates		2023 Rate Adjustment
Description of Service	**All**		**Proposed Transfer Station Rate (Effective July 1, 2023)**
Transfer Station Unload Fees			
Two cans or standard containers	$10.70		$11.80
Three cans or standard containers	$16.35		$18.05
Four cans or standard containers	$20.60		$22.75
Station Wagon	$21.75		$24.00
Compact Truck	$27.10		$29.90
Compact Truck with Side Boards	$34.20		$37.75
Standard Size Pickup Truck	$33.05		$36.50
Standard Size Pickup Truck with Side Boards	$40.85		$45.10
Larger Trucks (per CY)	$23.80		$26.25
Transfer Station - Large and Restricted Items			
Washer, dryer, standard fridge, single mattress	$18.45		$20.35
Deep freezer, double mattress	$34.20		$37.75
Tire - 16" or less	$4.05		$4.45
Tire - 16.1" to 20"	$9.75		$10.75
Tire - 20" or more	$17.95		$19.80
Tree Stumps			
12" or less	$26.45		$29.20
13" to 24"	$52.90		$58.40
Greater than 24"	$79.40		$87.65
Cathode Ray Moniter or TV	$4.40		$4.85
Compacted Loads (per ton)	$98.45		$108.65

RESOLUTION NO. 23-____

A RESOLUTION ESTABLISHING A REVISED FEE SCHEDULE FOR RESIDENTIAL AND COMMERCIAL CUSTOMERS SELF-HAULING SOLID WASTE TO PLUMAS COUNTY TRANSFER STATIONS IN FRANCHISE SERVICE AREA NO. 2 (OPERATED BY INTERMOUNTAIN DISPOSAL INC.)

WHEREAS, the Plumas County Board of Supervisors, on May 17, 2022, did adopt replacement Resolution No. 22-8700 thus establishing a revised fee schedule for residential and commercial customers self-hauling to Plumas County Transfer Stations in Franchise Service Area No. 2, pursuant to Plumas County Code Section 6-10.208, and

WHEREAS, the request of Intermountain Disposal for a rate increase was considered at the duly noticed public hearing held on _____, 2023, 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. 2 is entitled to rate increases to the fee schedule that is presently in place pursuant to Plumas County Resolution No. 22-8700.

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. 22-8700, for residential and commercial customers self-hauling solid waste to Plumas County transfer stations in Franchise Service Area No. 2:

(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. 2, as defined in the County Solid Waste Management Plan.

(b) Fees for unloading at transfer sites or landfills. The following fees shall be collected from the public for unloading at transfer sites or landfills, and such fees shall cover the handling, transfer, hauling and ultimate disposal activities.

(1) Minimum fee. The minimum fee for unloading shall be $11.80 for the equivalent of two (2) cans or standard containers; $18.05 for the equivalent of three (3) cans; and $22.75 for the equivalent of four (4) cans.

(2) Vehicle unloading fee. When waste is unloaded from vehicles and such waste exceeds in amount the equivalent of four (4) cans or standard containers, then the following charges shall apply on the basis of vehicle size:

(I) Station Wagon: $24.00;

(II) Compact pickup truck: $29.00;

(III) Compact pickup truck with sideboards: $37.75;

(IV) Standard-sized pickup truck: $36.50;

(V) Standard-sized pickup truck with sideboards: $45.10;

(VI) Larger trucks: $26.25 per cubic yard maximum.

(3) Fee for unloading large and restricted items. Unusually large items increase the time and effort of disposal, and the following charges shall apply:

(I) A washer or dryer, standard-sized refrigerator, single-bed mattress, or similar-sized object: $20.35;

(II) A standard-sized deep freezer, double-bed mattress, or similar-sized object: $37.75 maximum;

(III) Each tire sixteen (16") inches or less: $4.45; Each tire seventeen (17") inches to twenty (20") inches: $10.75; Each tire more than twenty (20") inches: $19.80;

(IV) Tree stumps shall be unloaded only at landfills, not transfer sites. Each stump twelve (12") inches or less: $29.20; Each stump thirteen (13") to twenty-four (24") inches: $58.40; Each stump more than twenty-four (24") inches: $87.65;

(V) Cathode ray tubes and televisions shall only be accepted at transfer stations. Each cathode ray tube (computer monitor) and television: $4.85;

(VI) Other large items not included in this section shall be charged pursuant to subsection (c) of this section.

(4) Compacted loads. Compacted loads shall be permitted only at transfer sites, and only if the hauler weighs the truck before and after tipping at the site. Compacted loads shall be charged at the rate of $108.65 per ton.

(5) Prohibited items. None of the following items shall be permitted by the franchisee to be unloaded: dead animals; car bodies; tree stumps at transfer sites; explosives; toxic chemicals or any hazardous waste materials; except that steel items and car bodies will be accepted free of charge at the Greenville Transfer Site.

(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 ____day of _____, 2023, 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

PLUMAS COUNTY
SOLID WASTE
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**John Mannle, Director of Public Works**
MEETING DATE:	**June 6, 2023**
SUBJECT:	**Approve and authorize the Chair to sign a Memorandum of Understanding (MOU) between Plumas County Public Works and Feather River Disposal for the joint operation of the Chester Green Waste Program; approved as to form by County Counsel; discussion and possible action.**

Recommendation:

The Solid Waste Division staff respectfully recommend that the Board of Supervisors authorize the Chair of the Board of Supervisors to execute the attached Memorandum of Understanding

Background and Discussion:

Since 2017, Plumas County Public Works has operated the Chester Green Waste Program with joint participation from Feather River Disposal at the Chester Landfill. Under this arrangement, the attendant position was staffed by Feather River Disposal personnel and the green waste pile was managed by Public Works staff. Because the 2017 Franchise Contract between Plumas County and Feather River Disposal did not contain language specifically pertaining to the Chester Green Waste Program, this cooperation was undertaken informally for the benefit of the public.

Following the closure of the Chester Green Waste Program in the fall of 2022, Public Works and Feather River Disposal staff began working to formalize its operation for future seasons. The attached Memorandum of Understanding, approved as to form by County Counsel, will formalize the joint operation of the Chester Green Waste Program for future seasons. Public Works plans to open the Chester Green Waste Program on Friday, June 9th at 9am.

Action:

Approval of a Memorandum of Understanding between Plumas County Public Works and Feather River Disposal for the joint operation of the Chester Green Waste Program

Fiscal Impact:

N/A

Attachments:

1. Greenwaste MOU with FRD

A SOLID WASTE DISPOSAL AGREEMENT
BETWEEN THE COUNTY OF PLUMAS, CALIFORNIA
AND USA WASTE OF CALIFORNIA, INC.,
PERTAINING TO THE DISPOSAL OF GREEN WASTE COLLECTED AT THE CHESTER LAND FILL IN PLUMAS COUNTY

This Agreement ("Agreement") is made and entered into by and between the County of Plumas, California, a political subdivision of the State of California (hereinafter referred to as "County"), and USA Waste of California, Inc,. a Delaware Company (hereinafter referred to as "Contractor"). County and Contractor are each a "Party" under this Agreement, and collectively the "Parties."

RECITALS

A. County operates a solid waste program, subject to the regulatory oversight of CalRecycle.

B. County operates Chester landfill facility located approximately 5 miles north-east of Chester, CA (the "Facility"), that accepts limited inert material and also collects shrubbery, tree trimmings, yard waste, grass, weeds, straw or leaves, wood chips and other household garden waste ("Green Waste") which is burned by permit with the Northern Sierra Air Quality Management District during late Fall after the first snow.

C. The Parties desire provide certain services and duties at the Facility in accordance with the terms and conditions herein.

FOR AND IN CONSIDERATION OF THE MUTUAL PROMISES HEREIN EXCHANGED, THE PARTIES DO HEREBY AGREE AS FOLLOWS:

1. TERM

1.1 **Effective Dates.**

This Agreement shall be effective for a term commencing on the date this Agreement is signed by both parties hereto (the "Effective Date") through March 31, 2027 (the "Term"), unless terminated sooner, as provided herein.

1.2 **Renewal.**

At any time during the Term of this Agreement, the Parties may meet to evaluate the terms of this Agreement and may modify, approve and/or ratify any renewal of this Agreement in accordance with Section 4. Any such amendment shall be in writing and approved by the Plumas County Board of Supervisors.

1.3 **Termination.**

Notwithstanding the provisions of Paragraphs 1.1 and 1.2 above, either Party may terminate this Agreement upon notice in writing to the other Party of not less than six (6) months prior to effective date of such termination.

1.4 **Negotiations for Renewal or New Agreement.**

On a date to be mutually determined by and between the Parties hereto, but not more than 180 days, or less than 150 days, prior to the expiration date of this Agreement, the Parties shall meet and confer concerning the terms and conditions under which this Agreement might be extended or amended in accordance with Section 4 or a successor agreement might be executed. This Section 1.4 shall be applicable without regard to the means of termination of the Agreement, whether expiration pursuant to Section 1.1 or termination pursuant to Section 1.3.

2. SCOPE OF SERVICES

2.1 **Duties of County.**

During the term of this Agreement, County agrees to be responsible for working the pile of Green Waste one day per week, to stack the Green Waste to make more room and obtain permit and burn Green Waste pile at the Facility. Post-collection disposal of Green Waste is performed by the Public Works Chester Maintenance Crew. Additionally, during the season, the Maintenance Crew, utilizing its heavy equipment, will conduct maintenance activities at the Facility during non-Green Waste operation days in order to increase the area available for customers during active Green Waste collections days. After the site is closed County is responsible for maintaining the Facility and the Green Waste. County will remain responsible for directional signage to the site, any fencing and gate(s) maintenance or repair. There is a need for a representative of Contractor to communicate closely with the Foreman of the County's Chester Maintenance Crew throughout the Collection Season (as defined below).

2.2 **Duties of Contractor.**

During the term of this Agreement, Contractor agrees to provide one attendant to load check and receive fees two days per week (the "Attendant"). The Attendant will load check for measurement of load and to verify only Green Waste is being dumped. Contractor shall also provide a "porta-potty" at the Facility in accordance with applicable law. Contractor will pay all fees collected minus all of Contractor's costs and expenses related to for the Attendant and the "porta-potty" to County quarterly by check or other means as the Parties may agree. Contractor shall subtract the actual cost incurred by Contractor for the porta-potty. For the period beginning on the Effective Date through March 31, 2024, the Attendant rate shall be set at $39.41 per hour

(the "Attendant Rate"). Thereafter, Contractor will notify County of the Attendant Rate for the upcoming Collection Season on or before April 1 of each year. As of the Effective Date, the disposal fee at the Green Waste collection area at the Facility is $5.00/cubic yard.

If Contractor fails to provide the Attendant, County will provide an attendant to collect fees from customers using the Facility. County shall deposit such fees into an account and report to Contractor the total fees collected and total cubic yards of material collected for adjustment of Contractor's quarterly payment to County. All monies collected will belong to the County and Contractor will not be entitled to any costs for the Attendant for those days.

Operation of Green Waste services at the Facility are estimated to start approximately May 1st and end at the end of October of each year, depending on weather and if the Facility is determined to be at capacity for Green Waste (the "Collection Season"). In the event that the Facility meets or exceeds its Green Waste capacity prior to the end of October of any year, County shall notify Contractor and Contactor shall not be required to meet any of its obligations under this Agreement for the remainder of the Collection Season.

Hours of operation to be Friday and Saturday 9:00 am to 4:30 pm (the "Operating Hours").

3. MONTHLY REPORTS

Contractor shall report to County on a monthly basis the following data: yards of Green Waste received, and dollar amount of fees collected by Contractor from customers disposing of Green Waste at the facility ("Collected Fees"). Contractor's monthly report under this Section 3 shall also detail expenses related to the Attendant and the "porta-potty" for that month. In addition to monthly reports, Contractor shall provide an email summary of yards of Green Waste and Collected Fees during the previous week's Operating Hours to County's solid waste program manager during the following week.

4. AMENDMENTS

No addition to, or alteration of, the terms of this Agreement, whether by written or verbal understanding of the Parties, including their officers, agents, or employees, shall be valid unless made in the form of a written amendment to this Agreement which is formally approved and executed by all Parties

5. NOTICES

Any notices required or desired to be served by any Party upon any other Party shall be addressed to the respective Parties as set forth below:

COUNTY:
Director of Public Works
County of Plumas
1834 East Main Street
Quincy, California 95971
Telephone: (530) 283-6268

CONTRACTOR:
USA Waste of California, Inc.
Attn: District Manager
1166 Industrial Way
Quincy, California 95971

With a copy to:
USA Waste of California, Inc.
Attn: Jason Bohn
222 South Mill Avenue #333
Temple, Arizona 85281

The address to which communications may be delivered under this Agreement may be changed from time to time by a notice given in accordance with this Section. Each Party shall deliver all notices by personal delivery, nationally recognized overnight courier (with all fees prepaid), facsimile or email (with confirmation of transmission), or certified or registered mail (in each case, return receipt requested, postage prepaid). A notice is effective only: 1) upon receipt by the receiving Party and 2) if the Party giving the notice has complied with the requirements of this Section.

6. SEVERABILITY

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

7. ENTIRE AGREEMENT

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

8. NO OBLIGATIONS TO THIRD PARTIES

Nothing in this Agreement, or any of the addenda hereto, is intended to, nor shall it create, any right in any person, firm, corporation or entity, other than in the Parties hereto, including but not limited to the employees of the Parties, to any of the benefits hereunder. Nothing herein is intended to expand the duties and obligations of County except as contemplated under this Agreement.

9. CONSTRUCTION OF AGREEMENT

This Agreement shall be construed and enforced pursuant to the laws of the State of California without regard to its conflicts of law principles.
.
This agreement is the result of the joint efforts of both parties and their attorneys. This Agreement and each of its provisions will be interpreted fairly, simply, and not strictly for or against either party.

The Parties agree to cooperate in the execution of any additional documents or agreements that may be required to carry out the terms of this Agreement.

10. ASSIGNMENT/DELEGATION

No Party hereto shall assign, sublet, or transfer any interest in this Agreement or any duty hereunder without written consent of the other Party, which shall not unreasonably be withheld, and no assignment shall be of

any force or effect whatsoever unless and until the other Parties shall have so consented.

16. DISPUTE RESOLUTION

Should any dispute arise between the Parties, concerning the terms of this Agreement, the Parties shall meet and attempt to amicably resolve the dispute ("Informal Resolution"). Such meeting shall be held no later than ten (10) days (not including weekend days or holidays) after one Party receives written notice from the other stating the existence of the dispute, describing the nature of the same, and presenting a proposed resolution to the dispute. This Agreement shall remain in effect during the pendency of the resolution of any dispute, unless it expires or is terminated pursuant to Section 1.3. If attempts at Informal Resolution are unsuccessful, a dispute shall be handled through a Court having appropriate jurisdiction.

[See next page for signatures.]

IN WITNESS WHEREOF, the Parties hereto have accepted, made and executed this Agreement upon the terms, conditions and provisions above stated:

FOR PLUMAS COUNTY

Approved as to form:

Gretchen Stuhr
Plumas County Counsel

5/25/2023

By: _____

Dwight Ceresola, Chair, Board of Supervisors

Date: ---------

ATTEST:

By: _____
Heidi White, Clerk of the Board of Supervisors

FOR USA WASTE OF CALIFORNIA, INC.:

By: _____

Barry Skolnick,
President
Date: ---------

By: _____

David Stratton,
Vice President
Date: ---------

PLUMAS COUNTY
COUNTY ADMINISTRATOR
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Zachary Gately, Grant Manager**
MEETING DATE:	**June 6, 2023**
SUBJECT:	**Adopt a RESOLUTION to authorize County Administrative Officer to sign agreements for disbursement of the American Rescue Plan Act Community Grants to grantees of said program; not to exceed a total of $540,000; no fiscal impact on general fund; as approved to form by County Council. Four/fifths roll call vote**

Recommendation:

It is recommended to adopt a RESOLUTION to authorize County Administrative Officer to sign agreements for disbursement of the American Rescue Plan Act Community Grants to grantees of said program.

Background and Discussion:

The ARPA Community Grant program is an approved budget category in the Board approved spend plan for Plumas County's ARPA allocation. The application period has closed and funds need to be disbursed to awardees.

Action:

Adopt a RESOLUTION to authorize County Administrative Officer to sign agreements for disbursement of the American Rescue Plan Act Community Grants to grantees of said program.

Fiscal Impact:

There is no fiscal impact on the General Fund as this is inline with the spend plan of the ARPA funds.

Attachments:

1. resolution CAO office 2023.06.06

PLUMAS COUNTY BOARD OF SUPERVISORS
RESOLUTION NO. 23-_____
RESOLUTION TO AUTHORIZE THE COUNTY ADMINISTRATIVE OFFICER TO SIGN AGREEMENTS FOR DISPURSMENT OF THE AMERICAN RESCUE PLAN ACT COMMUNITY GRANTS

WHEREAS, funds from Plumas County's American Rescue Plan Act allocation in the amount of $540,000 were approved to be used for small business and non-profit grants in Plumas County; and

WHEREAS, the application period and review process has closed for said grant program; and

WHEREAS, the Plumas County Board of Supervisors wishes to delegate authorization to execute these agreements and expend funds regarding these grant monies; and

NOW, THEREFORE, BE IT RESOLVED by the Plumas County Board of Supervisors does hereby approve and authorize the County Administrative Officer to sign the agreements and expend funds for grantees of the American Rescue Plan Act Community Grants.

The foregoing 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 6th day of June 2023, by the following vote:

AYES: Supervisors

NOES: Supervisors

ABSENT: Supervisors

_____
Dwight Ceresola, Chair
Board of Supervisors

ATTEST:_____
Heidi White
Clerk of the Board of Supervisors

Approved as to form:

_____
Joshua Brechtel
Deputy County Counsel

PLUMAS COUNTY
COUNTY ADMINISTRATOR
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Zachary Gately, Grant Manager**
MEETING DATE:	**June 6, 2023**
SUBJECT:	**Approve and Authorize the supplemental budget transfer for the ARPA Community Grant program of $540,000 from ARPA Transfer-out account 2000358/58000 into CAO account 2003052/521900 for Professional Services; no fiscal impact on General Fund; discussion and possible action. Four/fifths roll call vote**

Recommendation:

It is recommended that the Board Approve and Authorize the supplemental budget transfer for the ARPA Community Grant program of $540,000 from ARPA Transfer-out account 2000358/58000 into CAO account 2003052/521900 for Professional Services.

Background and Discussion:

$540,000 of the ARPA funds have been approved to be used for the Community Grant Program however these monies were not budgeted within any department. By approving this transfer, funds will be able to be disbursed to the awardees of the ARPA Community Grant Program.

Action:

Approve and Authorize the supplemental budget transfer for the ARPA Community Grant program of $540,000 from ARPA Transfer-out account 2000358/58000 into CAO account 2003052/521900 for Professional Services.

Fiscal Impact:

There will be no fiscal impact on the General Fund as this is a Board approved expense of the ARPA funds.

Attachments:

1. budget transfer community grant ARPA
2. ARPA Approval BOS
3. ARPA budget

COUNTY OF PLUMAS
REQUEST FOR BUDGET APPROPRIATION TRANSFER
OR SUPPLEMENTAL BUDGET

TRANSFER NUMBER
(Auditor's Use Only)

Department: CAO-ARPA Dept. No: 20030 Date 5/26/2023

The reason for this request is (check one):			Approval Required
A.	☐	Transfer to/from Contingencies OR between Departments	Board
B.	☑	Supplemental Budgets (including budget reductions)	Board
C.	☐	Transfers to/from or new Fixed Asset, within a 51XXX	Board
D.	☐	Transfer within Department, except fixed assets	Auditor
E.	☐	Establish any new account except fixed assets	Auditor

☐ **TRANSFER FROM OR** ☑ **SUPPLEMENTAL REVENUE ACCOUNTS**

(CHECK "TRANSFER FROM" IF TRANSFER WITHIN EXISTING BUDGET, CHECK "SUPPLEMENTAL REVENUE" IF SUPPLEMENTAL, NEW UNBUDGETED REVENUE)

Fund #	Dept #	Acct #	Account Name	$ Amount
021	2000358	58000	Transfer Out	540,000.00
			Total (must equal transfer to total)	540,000.00

☑ **TRANSFER TO OR** ☐ **SUPPLEMENTAL EXPENDITURE ACCOUNTS**

(CHECK "TRANSFER TO" IF TRANSFER WITHIN EXISTING BUDGET, CHECK "SUPPLEMENTAL EXPENDITURE" IF SUPPLEMENTAL, NEW UNBUDGETED EXPENSE)

Fund #	Dept #	Acct #	Account Name	$ Amount
001	2003052	521900	professional svc	540,000.00
			Total (must equal transfer to total)	540,000.00

Supplemental budget requests require Auditor/Controller's signature

Please provide copy of grant award, terms of award, proof of receipt of additional revenue, and/or backup to support this request.

In the space below, state (a) reason for request, (b) reason why there are sufficient balances in affected accounts to finance transfer, (c) why transfer cannot be delayed until next budget year (attach memo if more space is needed) or (d) reason for the receipt of more or less revenue than budgeted.

A) To pay for planned ARPA expenses - Community Grants

B) ARPA spend plan was already approved and funds are waiting to be dispersed

C) grantees have been chosen and we would like to get this done before the end of this fiscal year

D) ARPA funds were allocated to Plumas County but not in budget

Approved by Department Signing Authority: Delia Lucero

X Approved/ Recommended _____ Disapproved/ Not recommended

Auditor/Controller Signature: _____

Board Approval Date: _____ Agenda Item No. _____

Clerk of the Board Signature: _____

Date Entered by Auditor/Controller: _____ Initials _____

INSTRUCTIONS:

Original and 1 copy of ALL budget transfers go to Auditor/Controller. If supplemental request they must go to the Auditor/Controller. Original will be kept by Auditor, copies returned to Department after it is entered into the system.

Supplemental transfer must have Auditor/Controllers signature. Auditor/Controller will forward all signed, supplemental transfers to the Board for approval.

If one copy of agenda request and 13 copies of Board memo and backup are attached, the entire packet will be forwarded, after all signatures are obtained, to the Clerk of the Board. If only the budget form is sent, it will be returned to the Department after all signatures are obtained.

Transfers that are going to be submitted to the Board for approval:

A. Must be signed by the Auditor/Controller; if supplemental must be signed by the Auditor/Controller.

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

MEETING MINUTES

ADJOURNED REGULAR MEETING OF THE BOARD OF SUPERVISORS
COUNTY OF PLUMAS, STATE OF CALIFORNIA
HELD IN QUINCY ON APRIL 12, 2022

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 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**

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

PLEDGE OF ALLEGIANCE
Paul Russel led the Pledge of Allegiance.

ADDITIONS TO OR DELETIONS FROM THE AGENDA
Item for Correction 6G has spelling change name Price changed to Prince.

PUBLIC COMMENT OPPORTUNITY
Pastor George offered prayer.
Tom McGowan commented regarding the PG&E settlement & the District Attorney's work.
Linda Margaretic commented regarding the long awaited Public Forum with Public Health that took place.
Clint Koble commented regarding ARPA fund and project allocation recommendations.
Zoom Participant: Lane commented regarding filing complaint with the Planning and Building Department.

DEPARTMENT HEAD ANNOUNCEMENTS/REPORTS
David Hollister, District Attorney made a brief announcement regarding his departmental request for help on 04/05/2022.
Paul Russel the newly appointed Museum Director introduced himself.
Sheriff Todd Johns reported on a meeting with the Firewise Community's and the concern regarding the start of fire season.
Rob Robinette, Interim Director of Environmental Health announced that had an interview with and extended an offer of employment to an Environmental Health Specialist candidate; and that offer was accepted.

David Hollister, District Attorney reported on the activities regarding the PG&E settlement case; followed up with a brief question and answer session

ACTION AGENDA

1. **DISASTER RECOVERY OPERATIONS** - Pamela Courtwright
   Report and update Dixie Fire Recovery efforts; receive report and discussion.

DIXIE FIRE COLLABORATIVE – Clint Koble
Report and update Dixie Fire Collaborative efforts; receive report and discussion.

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

Motion: Approve the following Consent matters, as submitted, **Action:** Approve, **Moved by** Supervisor Engel, **Seconded by** Supervisor Hagwood.
Vote: Motion carried by unanimous roll call vote (**summary:** Yes = 5).
Yes: Supervisor Ceresola, Supervisor Engel, Supervisor Thrall, Supervisor Hagwood, Supervisor Goss.

A. **BOARD OF SUPERVISORS**
Approve and authorize the Chair to sign letter to the Department of Transportation (Caltrans) for encroachment permit for the Almanor Recreation and Park District for the 41st Annual Chester 4th of July Fun Run, to be held on July 4, 2022 from 9:00 A.M. – 9:30 A.M.

B. **BEHAVIORAL HEALTH**
1) Approve and authorize the County's Department Directors of Behavioral Health and Public Health to ratify and sign a Memorandum of Understanding (MOU), for the Youth prevention Program of Alcohol and other Drug programs within the County; for a term of 3 fiscal years from 07/01/2020 to 06/30/2023; not to exceed $331,656.00; approved as to form by County Counsel.
2) Approve and authorize the Chair to ratify and sign Agreement between Plumas County and BHC Sierra Vista Hospital, Inc. dba Sierra Vista Hospital; for services related to treatment of addiction and psychiatric disorders; for term from 2021 to 2023; not to exceed $80,000.00; approved as to form by County Counsel.

C. **CLERK RECORDER- ELECTIONS**
1) Accept corrected Plumas County election report for the California Gubernatorial Recall Election; Report presented on November 2, 2021 was corrected due to a clerical error.
2) Approve and authorize the Chair to sign Equipment Lease Agreement and Addendum to Agreement between Plumas County Clerk Recorder and Ray Morgan Company, for the lease of copy machine; not to exceed $298.63 per Quarter for a term of 5 years. Agreement has been approved as to form by County Counsel.

D. **FACILITY SERVICES**
1) Approve and authorize the Chair to sign Agreement between Plumas County Facility Services and Smith Power Products, Inc., for generator repair and maintenance; not to exceed $24,000.00; approved as to form by County Counsel.
2) Approve and authorize the Chair to ratify and sign Agreement between Plumas County Facility Services and Plumas Sanitation, for septic pumping at the non-congregate shelter for Dixie Fire survivors located at 240 Greenville Wolf Creek Road, Greenville, CA; not to exceed $100,000.00; approved as to form by County Counsel.

E. **FAIRGROUNDS**
Approve and ratify Agreement between Plumas County and Turf Star, Inc., for lawn mower repairs; not to exceed $4,000.00; approved as to form by County Counsel.

F. **SHERIFF**
Approve and authorize the Chair to sign Equipment Lease Agreement and Addendum to Agreement between Plumas County Sheriff's Office (PCSO) and Ray Morgan Company, for the lease of copy machines provided to the Sheriff's Office and Jail facilities; not to exceed $955.20 per Quarter for a term of 5 years; approved as to form by County Counsel.

G. **SOCIAL SERVICES**
Approve and authorize the Chair to sign Agreement between Plumas County Social Services and the Plumas Crisis Intervention and Resource Center, for housing support for homeless CalWorks recipients; not to exceed $118,250.00 per year; approved as to form by County Counsel.

3. SPECIAL DISTRICTS GOVERNED BY BOARD OF SUPERVISORS

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

Convene as the Beckwourth County Service Area Governing Board

A. **BECKWOURTH COUNTY SERVICE AREA** – John Mannle

1) Approve and authorize the Manager of the Beckwourth County Service Area (CSA) to sign planning grant funding agreement with the State Water Board for replacing sewer lift station, inflow/ infiltration study and associated sewer pond valves totaling $397,425.00; approved as to form by County Counsel; discussion and possible action.

2) Adopt **RESOLUTION** designating the Manager of the Beckwourth County Service Area to contract with the State Water Board, execute agreement and disburse funds; approved as to form by County Counsel; discussion and possible action. **Roll call vote**

3) Approve and authorize the Chair to sign MOU between Plumas County/ Beckwourth CSA and the Golden State Finance Authority for a $100,000.00 loan to assist with cash flow for the Sewer Pump Station Replacement Design project; approved as to form by County Counsel; discussion and possible action.

Motion: Approve agenda Items 3A (1 through 3) and Approve and authorize the Manager of the Beckwourth County Service Area (CSA) to sign planning grant funding agreement with the State Water Board for replacing sewer lift station, inflow/ infiltration study and associated sewer pond valves totaling $397,425.00; Adopt **RESOLUTION No. 22-8682** designating the Manager of the Beckwourth County Service Area to contract with the State Water Board, execute agreement and disburse funds; and authorize the Chair to sign MOU between Plumas County/ Beckwourth CSA and the Golden State Finance Authority for a $100,000.00 loan to assist with cash flow for the Sewer Pump Station Replacement Design project, **Action:** Approve, **Moved by** Supervisor Engel, **Seconded by** Supervisor Hagwood.
Vote: Motion carried by unanimous roll call vote (**summary:** Yes = 5).
Yes: Supervisor Ceresola, Supervisor Engel, Supervisor Thrall, Supervisor Hagwood, Supervisor Goss.

Adjourn as the Beckwourth Service Area Governing Board and reconvene as the Board of Supervisors

4. **DEPARTMENTAL MATTERS**

A. **ENVIRONMENTAL HEALTH** – Rob Robinette
Approve budget transfer of $26,000.00 from 20550-51000 Regular Wages to 20550-521900 Professional Services, to continue funding of the CA Environmental Health Administrators (CAEHA) Environmental Health Support Contract; to continue to provide training to staff and field service support; discussion and possible action. **Roll call vote**

Motion: Approve budget transfer of $26,000.00 from 20550-51000 Regular Wages to 20550-521900 Professional Services, to continue funding of the CA Environmental Health Administrators (CAEHA) Environmental Health Support Contract; to continue to provide training to staff and field service support, **Action:** Approve, **Moved by** Supervisor Engel, **Seconded by** Supervisor Hagwood.
Vote: Motion carried by unanimous roll call vote (**summary:** Yes = 5).
Yes: Supervisor Ceresola, Supervisor Engel, Supervisor Thrall, Supervisor Hagwood, Supervisor Goss.

B. **FACILITY SERVICES** – JD Moore
1) Authorize the Director of Facility Services to recruit, and fill vacant Extra Help position at Rogers Field (Chester Airport); discussion and possible action.
2) Authorize the Director of Facility Services to recruit, and fill two (2) vacant Extra Help position within the Quincy Facility Services Department; discussion and possible action.

Motion: Approve items 4B 1&2, and Authorize the Director of Facility Services to recruit, and fill vacant Extra Help position at Rogers Field (Chester Airport);
and to recruit, and fill two (2) vacant Extra Help position within the Quincy Facility Services Department, **Action:** Approve, **Moved by** Supervisor Engel, **Seconded by** Supervisor Hagwood.
Motion passed unanimously.

C. **PLANNING** – Tracey Ferguson
Approve and authorize the Chair to sign Memorandum of Understanding to be a collaborator under the Plumas Emergency Forest Restoration Team (EFoRT); approved as to form by County Counsel; discussion and possible action.

Motion: Approve and authorize the Chair to sign Memorandum of Understanding to be a collaborator under the Plumas Emergency Forest Restoration Team (EFoRT); **Action:** Approve, **Moved by** Supervisor Engel, **Seconded by** Supervisor Hagwood.
Motion passed unanimously.

5. **BOARD OF SUPERVISORS**

A. Review, pursuant to Health and Safety code section 101080, RESOLUTION No. 21-8609 ratifying the Declaration of Local Health Emergency due to the Beckwourth Complex, Dixie and Fly Fires; discussion and possible action and recommendation to continue the emergency and bring back within 30 days, on May 10, 2022.
Motion: as Reviewed, pursuant to Health and Safety code section 101080, RESOLUTION No. 21-8609 ratifying the Declaration of Local Health Emergency due to the Beckwourth Complex, Dixie and Fly Fires; discussion and possible action and recommendation to continue the emergency and bring back within 30 days, on May 10, 2022, **Action:** Approve, **Moved by** Supervisor Hagwood, **Seconded by** Supervisor Engel.
Motion passed unanimously.

B. Adopt **RESOLUTION** to reorganize the Plumas County Administrative Office by adopting a new position allocation and job classifications to Revise the County Administrative Officer Job Description - Wage $75.00; and New Job Description for Director of Risk Management and Safety – Wage $45.00; discussion and possible action. **Roll call vote**

C. Introduce and waive the first reading of an **ORDINANCE** of Plumas County, State of California, amending Article 6, of Chapter 4, of Title 2 of the Plumas County Code relating to the County Administrative Office of County Administrator; discussion and possible action. **Roll call vote**

D. Adopt **RESOLUTION** declaring the scope of authority of the County Administrative Officer; discussion and possible action. **Roll call vote**

E. Authorize the Director of Human Resources to recruit and fill both funded and allocated positions; discussion and possible action.

Motion: Approve items 5B through 5E; and Adopt **RESOLUTION No. 22-8683** to reorganize the Plumas County Administrative Office by adopting a new position allocation and job classifications to Revise the County Administrative Officer Job Description - Wage $75.00; and New Job Description for Director of Risk Management and Safety – Wage $45.00; the **ORDINANCE** of Plumas County, State of California, amending Article 6, of Chapter 4, of Title 2 of the Plumas County Code relating to the County Administrative Office of County Administrator is read and continued to **April 19, 2022**, for adoption; Adopt **RESOLUTION No.22-8684** declaring the scope of authority of the County Administrative Officer; and Authorize the Director of Human Resources to recruit and fill both funded and allocated positions, **Action:** Approve, **Moved by** Supervisor Hagwood, **Seconded by** Supervisor Engel.
Vote: Motions all carried by unanimous roll call vote (**summary:** Yes = 5).
Yes: Supervisor Ceresola, Supervisor Engel, Supervisor Thrall, Supervisor Hagwood, Supervisor Goss.

F. Report from DeAnne Blankenship with California Health Collaborative; Approve ARPA Grant fund revised recommendations; discussion and possible action.

- Following Presentation, and discussion:

Motion: Approve ARPA Grant fund recommendations as discussed and revised, **Action:** Approve, **Moved by** Supervisor Thrall, **Seconded by** Supervisor Hagwood.
Motion passed unanimously.

G. Appoint Chris Spencer to the Planning Commission Board, representing District 1; discussion and possible action.
Motion: Appoint Chris Spencer to the Planning Commission Board, representing District 1, **Action:** Approve, **Moved by** Supervisor Ceresola, **Seconded by** Supervisor Engel.
Motion passed unanimously.

H. **CORRESPONDENCE**

Supervisor Hagwood received correspondence regarding Building Code policy in relation to fire sprinkler requirements; and correspondence in relation to Broadband in Meadow Valley.

Supervisor Thrall reported receiving the normal daily correspondence with constituents, nothing out of the ordinary.

Supervisor Engel received correspondence regarding the ongoing problems in relation to recycling, and normal daily correspondence with constituents, nothing out of the ordinary.

Supervisor Ceresola reported receiving the normal daily correspondence with constituents, nothing out of the ordinary.

Supervisor Goss received correspondence regarding the SBA Loan process, Building Code Solar requirement.

I. INFORMATIONAL ANNOUNCEMENTS

Reported by Supervisor Hagwood regarding matters related to County Government and include attending LAFCo Meeting; 2 meetings with the District Attorney with regard to the fire recovery settlement, and a fire recovery meeting in Quincy.

Reported by Supervisor Thrall regarding matters related to County Government and include attending the LAFCo meeting.

Reported by Supervisor Engel regarding matters related to County Government and had no meetings on schedule aside from routine meetings with constituents.

Reported by Supervisor Ceresola regarding matters related to County Government and include meetings with Fire Dept., Volunteer Fire Department, and the Forest Service regarding preparations for the upcoming fire season, and traffic control in an area in District 1.

Reported by Supervisor Goss regarding matters related to County Government and include the LAFCo meeting - items discussed were consolidations, annexations, budget, Cemetery Districts. Attended a Kick off Strategy & Structure meeting, and a visioning meeting with the Dixie Fire Collaborative, and various other meetings throughout the week.

ANNOUNCE ITEMS TO BE DISCUSSED IN CLOSED SESSION

- Chair Goss announced that Item 6D; would not be discussed in Closed Session.

6. CLOSED SESSION

A. Personnel: Public employee performance evaluation; Greg Ellingson, Director of Information Technology

B. Personnel: Public employee performance evaluation; Director of Child Support Services (Board Only)

C. Personnel: Public employee performance evaluation; Director of Public Works (Board Only)

D. Personnel: Public employee appointment or employment; County Administrator/ Risk Management

E. Conference with real property negotiator, regarding courthouse facilities: Greenville Sub Station, 115 Crescent St., APN 110120047000

F. Conference with Legal Counsel; Existing litigation pursuant to Subdivision (d)(1) of Government Code §54956.9 – Central Delta Water Agency, et al. V. Department of Water Resources, Third District Court of Appeals, Case No. C078249, C080572, and C086215

G. Conference with Legal Counsel: Existing litigation – Prince et al. v. County of Plumas et al., United States District Court for Eastern District of California, Case No. 2:20 - CV 00862-WBS-DMS, pursuant to Subdivision (d)(1) of Government Code Section 54956.9

H. Conference with Legal Counsel: Initiating litigation pursuant to Subdivision (c) of Government Code Section 54956.9 (1 case)

I. Conference with Legal Counsel: Significant exposure to litigation pursuant to Subdivision (d)(2) of Government Code Section 54956.9 (1 case)

J. Conference with Legal Counsel: Existing litigation – BNSF Railway Company v, Alameda County, et al., United State District Court, Northern District of California, Case No. 19-cv-07230-HSG, pursuant to Subdivision (d)(1) of Government Code Section 54956.9.

K. Conference with Labor Negotiator regarding employee negotiations: Sheriff's Administrative Unit; Sheriff's Department Employees Association; Operating Engineers Local #3; Confidential Employees Unit; Probation; Unrepresented Employees and Appointed Department Heads

REPORT OF ACTION IN CLOSED SESSION (IF APPLICABLE)

Chair Goss reported out of closed session; item 6K was not discussed,
There was no reportable action taken in Closed Session.

ADJOURNMENT

Adjourned meeting to Tuesday, April 19, 2022, Board of Supervisors Room 308, Courthouse, Quincy, California.

BOARD APPROVED ARPA FUNDING MARCH 1ST, 2022, ITEM #5A

Department		Title	Est. project Total	status	notes
Administration	CAO 20030	California Health Collaborative - Grant management and community outreach	$40,000.00	**COMPLETED**	
Administration	CAO	Granicus Software (TOT Audit Services)	$9,959.00	**COMPLETED**	
Administration	CAO	Air scrubbers	$6,000.00	**not started**	seems to have been planned for b
Administration	CAO	County employee ARPA management	$300,000.00	**In Progress**	
Administration	CAO/BROADBAND	Countywide Broadband Infastructure	$400,000.00		Debra
Facilities	FACILITIES	Additional janitorial services for Courthouse	$64,765.00	**COMPLETED**	
BCSA	26080	Repairs to sewer pump at Beckwourth CSA	$33,000.00	**COMPLETED**	
ROAD DEPT	20521	Bridge project, Blairsden	$253,000.00		
Information Technology	20220	Disaster recovery hardware and software licensing	$62,000.00	IP/Complete	
Information Technology		Server hardware for virtualization	$38,000.00	IP/Complete	
Information Technology		Cybersecurity Recovery	$50,000.00	IP/Complete	meet with
Information Technology		Hardware / software updates	$150,000.00	IP/Complete	IT
Library	20670	Funds for e-books / e-audiobooks	$6,000.00		
Library	20670	Hotspots	$7,294.00		
Literacy	20675	Tutoring software - **Requesting BOS approval to split between e-books and Hotspots**	$11,500.00		
Sheriff/Jail Office	70380	COVID-compliant transport vans	$235,950.00	In Progress	Ordered-$6000 over budget
Sheriff's Office	70331	Upgrade computer system	$471,571.00	In Progress	currently installing system. Compa
Human Resources	20035	Premium pay for Essential Workers	$774,000.00	in progress	most dept have had pay out with t
Human Resources		COVID sick pay	$200,000.00	in progress	COVID sick pay was extend throug
Community grants	BOS	Grant funding for local businesses and non-profits (offset COVID-related expenses, increase health equity, etc.)	$540,000.00	not yet starte	will start first quarter 2023
		(Approved) Total	**$3,653,039.00**		
		Total Available	**$3,653,039.00**		

CAO 20030/48021/580021		$755,959.00
FACILITIES 20120/48021/580021		$64,765.00
BECKWOURTH CSA 26080/48021/580021		$33,000.00
ROAD 20521/48021/580021		$253,000.00
IT 20220/48021/580021		$300,000.00
LIBRARY 20670/48021/580021		$13,294.00
LITERACY 20675/48021/580021		$11,500.00
HR 20035/48021/580021		$974,000.00
SHERIFF 70331/48021/580021	$	471,571.00
SHERIFF/JAIL 70380/48021/580021	$	235,950.00
BOS 20010/48021/580021		$540,000.00
		$3,653,039.00

PCPHA

PLUMAS COUNTY PUBLIC HEALTH AGENCY

Growing Healthy Communities

May 16, 2023

Debra Lucero
County Administrative Officer

Dear Ms. Lucero,

As you may be aware, I joined the Plumas County Public Health Agency at the beginning of the Covid-19 emergency, initially as a volunteer epidemiologist, then as an extra help disaster worker, and finally as Director of Public Health, after the former Director resigned. My stated goal in accepting the Director position was to lead this agency through the pandemic.

It has been an honor to serve the county and the agency during these challenging years. However, the public health emergencies declared by the State of California, the federal government and the World Health Organization have all come to an end as of May 11. With the state of emergency now behind us, I have decided that it is also time for me to retire as Director of the Plumas County Public Health Agency and make a place for new leadership in the post-pandemic period.

Please accept this letter as notice of my intention to retire as Director of Public Health effective July 8, 2023.

Respectfully submitted,

Dana Loomis, MSPH, PhD

530-283-6337 OFFICE
530-283-6425 FAX
270 County Hospital Rd, Suite 206
Quincy, California 95971
http://countyofplumas.com/publichealth

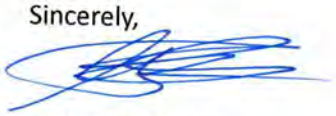
Item 6B

May 25, 2023

Dear Honorable Board of Supervisors,

It is with regret that I am tendering my resignation, effective July 24, 2023. It has been an honor to serve Plumas County for the last five and a half years. I have appreciated the opportunity to work with each and every one of you, and am thankful for this opportunity. This was not a decision I made lightly or easily, and ultimately I had to choose the path that was best for myself and my children due to concerns with the local school district. Before my final day, I would appreciate the opportunity to meet with you for an exit interview to discuss my reasons and some thoughts I had for moving forward.

Sincerely,



Gretchen Stuhr
Plumas County Counsel

PLUMAS COUNTY
FAIR
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**John Steffanic, County Fair Manager**
MEETING DATE:	**June 6, 2023**
SUBJECT:	**10:15 AM. PUBLIC HEARING:** **Pursuant to Ordinance No. 15-1096 and No. 16-1100 regarding "Outdoor Festivals", consider the application received for an outdoor music festival event to be held in Belden Town, CA:** • **Sunset Campout, June 30-July 2, 2023.** **discussion and possible action. Roll call vote**

Recommendation:

1. Review application and approve Outdoor Music Festival Permit for Sunset Campout, June 30-July 2, 2023 in Belden, CA.

Background and Discussion:

1. Plumas County requires Outdoor Music Festivals to complete an application in accordance to Plumas County Ordinance No. 15-1096 and No. 16-1100. All affected County Departments review and approve each application. Completed applications are then passed on to outside agencies for their review. If all mentioned parties find no problems or concerns, a Notice of Public Hearing is posted. With that notice posted on May 24, 2023, these applications are now presented to the Board of Supervisors for any public comment, review and approval.

Action:

- Review application and approve Outdoor Music Festival Permit for Sunset Campout, June 30-July 2, 2023 in Belden, CA.

Fiscal Impact:

None

Attachments:

1. Sunset Campout Outdoor Festival Permit Application

PLUMAS-SIERRA
The Last Best Little
COUNTY FAIR
QUINCY, CALIFORNIA

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

MEMORANDUM

DATE: June 6, 2023

TO: The Honorable Board of Supervisors

FROM: John Steffanic, Fair & Event Center Manager

SUBJECT: Outdoor Music Festival Permit-Sunset Campout

It is recommended that the Board:

1. Review application and approve Outdoor Music Festival Permit for Sunset Campout, June 30-July 2, 2023 in Belden, CA.

Discussion

1) Plumas County requires Outdoor Music Festivals to complete an application in accordance to Plumas County Ordinance No. 15-1096 and No. 16-1100. All affected County Departments review and approve each application. Completed applications are then passed on to outside agencies for their review. If all mentioned parties find no problems or concerns, a Notice of Public Hearing is posted. With that notice posted on May 24, 2023, these applications are now presented to the Board of Supervisors for any public comment, review and approval.

Thank you for your consideration,

John Steffanic
Fair & Event Center Manager

NOTICE OF PUBLIC HEARING
APPLICATION FOR SUNSET CAMPOUT MUSIC FESTIVAL
At
BELDEN TOWN RESORT & LODGE
14785 BELDEN TOWN RD.
BELDEN, CA 95915

The Plumas County Board of Supervisors will be holding a public hearing on the following matter on Tuesday,June 6, 2023 at 10:15 a.m. in the Board of Supervisor Room 308, Courthouse, Quincy, California.

An Outdoor Music Festival application has been received for the following event to occur at the Belden Town Resort and Lodge:

Sunset Campout Music Festival – June 30 through July 2, 2023

The Board will take public input and comments concerning this event, and may impose additional conditions.

For further information on this festival and the above hearing please contact: John Steffanic, Plumas Sierra County Fair (530) 283-6272.

Written comments should be mailed to: John Steffanic, Plumas Sierra County Fair, 204 Fairground Rd., Quincy, California 95971.

Publication: FRB – May 12, 2023

DEPARTMENT OF PUBLIC WORKS USE ONLY
Date Recv'd _____
Receipt No. _____ $ _____

PRELIMINARY OUTDOOR FESTIVAL PERMIT APPLICATION

Instructions to applicant(s):

1. Complete the form and mail or take to: Plumas County Department of Public Works
   1834 E. Main Street
   Quincy, CA 95971
2. Use additional sheets of paper if necessary to complete the information requested.
3. Pay the filing fee deposit of $1,000.00.
4. Make the check payable to Plumas County Department of Public Works

A. Applicant (s)

Name of Festival Sunset Campout

Name of Applicant Sunset Sound System - Galen Abbott, Solar Langevin

Residence Address 202 Bocana St. San Francisco, CA 94110

Mailing Address Same

Telephone Number (415)577-9099 E-Mail Address galenabbott@gmail.com

Business Address and Telephone Number (If different from above) N/A

*Applicant must be the promotor of the event. If the application is made by a partnership, the name and mailing address of the responsible general partner must be included. If the application is made by a corporation, the application shall be signed by the president and attested to by the secretary. The address and telephone number of the principal place of business of the applicant shall also be included in the application.

B. Owner (s)

(Attach additional sheets if necessary)

Name Ivan Coffmann

Mailing Address Belden Town Resort & Lodge, 14785 Belden Town Rd. 95915

Telephone (530)283-9662

*Attach letter(s) of authorization signed by the owner(s).

C. Location of Event

(Include all lands to be used for parking or incidental purposes)

Street Address Belden Town Resort 14785 Belden Town Rd. 95915 & Jack's Place, 25311 Highway 70,

Nearest town Belden, CA 95915 & Twain CA 95984

Assessors Parcel Number(s) 002-340-002

D. Dates & Hours of Event

Dates of Pre-Event Setup: June 28&29,2023

Dates of Actual Event: June 30,2023-July2,2023

Dates of Post Even Activities: July27&28,2020

Hours of Event Activities for each day of Event: All Day and Evening.

June 30,2023@12pm-July2,2023@10am

E. Number of Attendees and Staff

Number of Spectators or Participants for each day of Event No Day Passes

850 Participants, 200 Staff, 150 Artists/Vendors

F. Maps and Diagrams

Provide maps or diagrams showing the following:

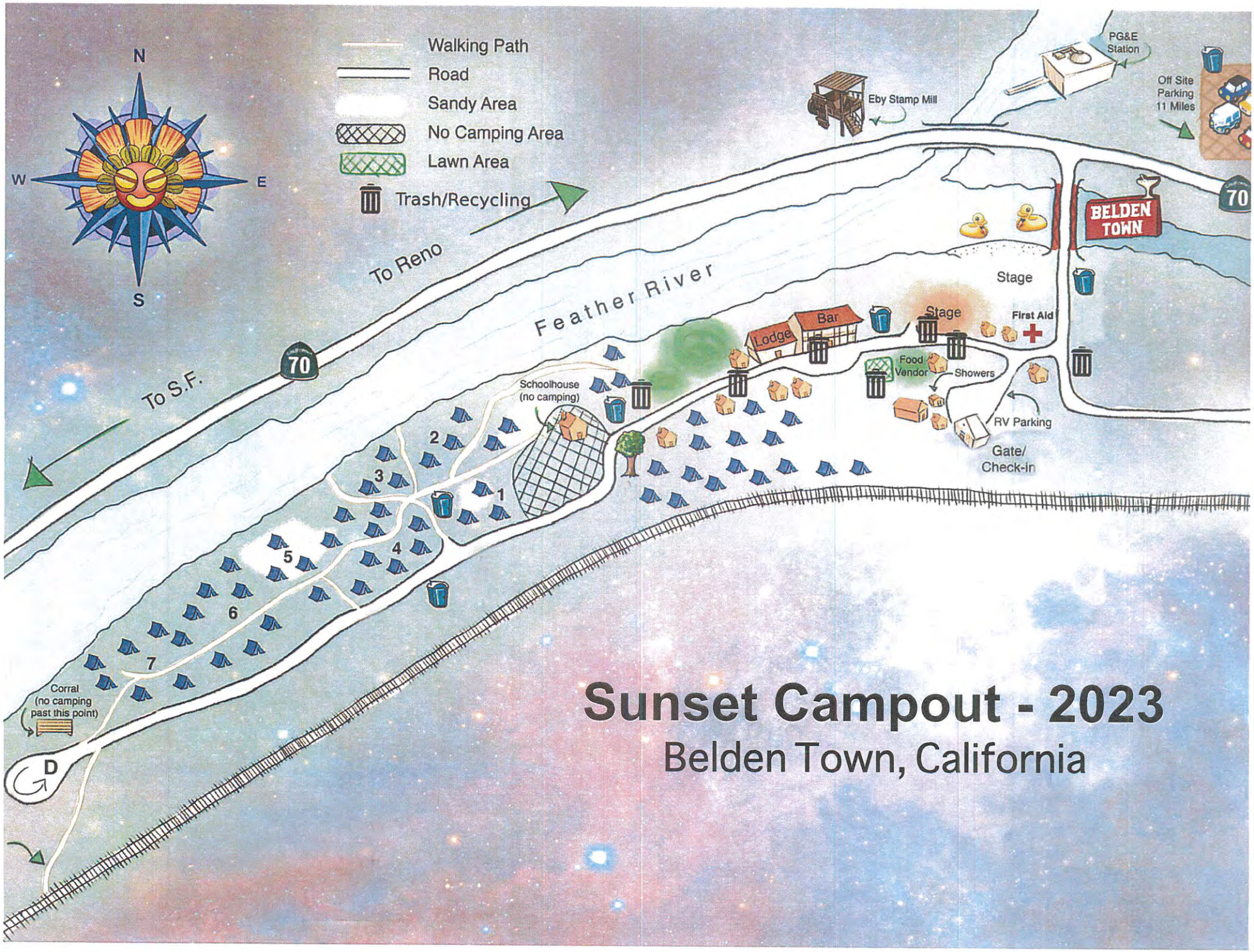
(a) Location of the property on which the proposed event and all related activities will be held.
(b) Location of adjacent roads, lots, and residences
(c) Parking and traffic flow and control plan, including all access ways to and from the property and all interior access ways on the property
(d) Location of all buildings and structures on the property or to be erected thereon, including but not limited to, all bandstands, stages, tents or other facilities for performers, and bleachers, tents, or seats for those attending
(e) Location and orientation of loudspeakers
(f) Location, style, wattage and orientation of all temporary lighting
(g) Location of camping or other overnight areas
(h) Location of all toilets, medical facilities, emergency communications, generators, drinking facilities, fire pits or barbecues, and solid waste receptacles.

Signature (s) of Applicant (s)

I certify that the information provided is correct and waive any action against the County of Plumas in the event the County's action is set aside due to erroneous information provided hereon.

Signature — Date: December 13, 2022

Signature — Date


N
W
E
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Walking Path
Road
Sandy Area
No Camping Area
Lawn Area
Trash/Recycling
To Reno
To S.F.
Feather River
70
Eby Stamp Mill
PG&E Station
Off Site Parking 11 Miles
BELDEN TOWN
Stage
Lodge
Bar
Stage
First Aid
Food Vendor
Showers
RV Parking
Gate/ Check-in
Schoolhouse (no camping)
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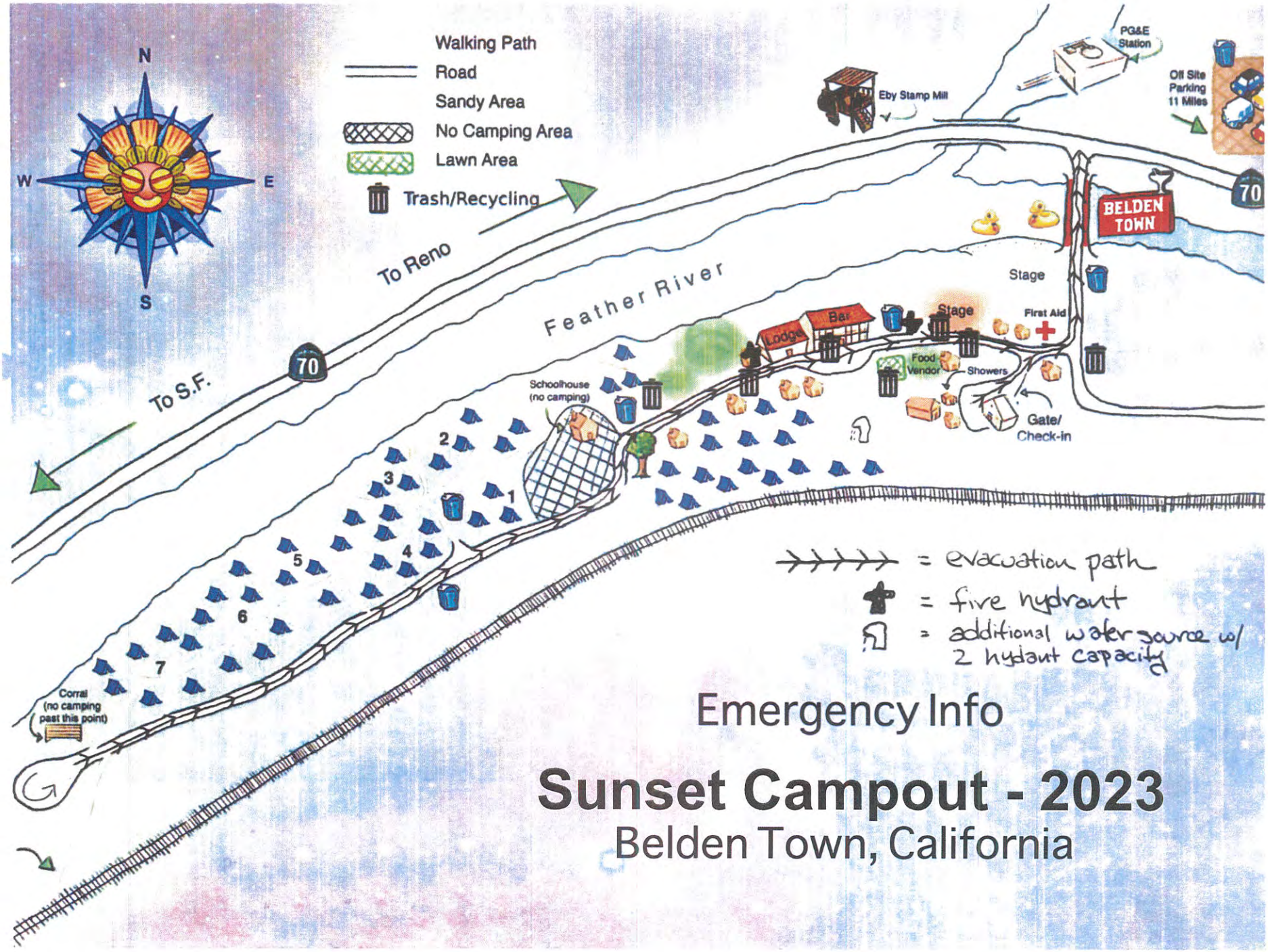
Corral (no camping past this point)
D
Sunset Campout - 2023
Belden Town, California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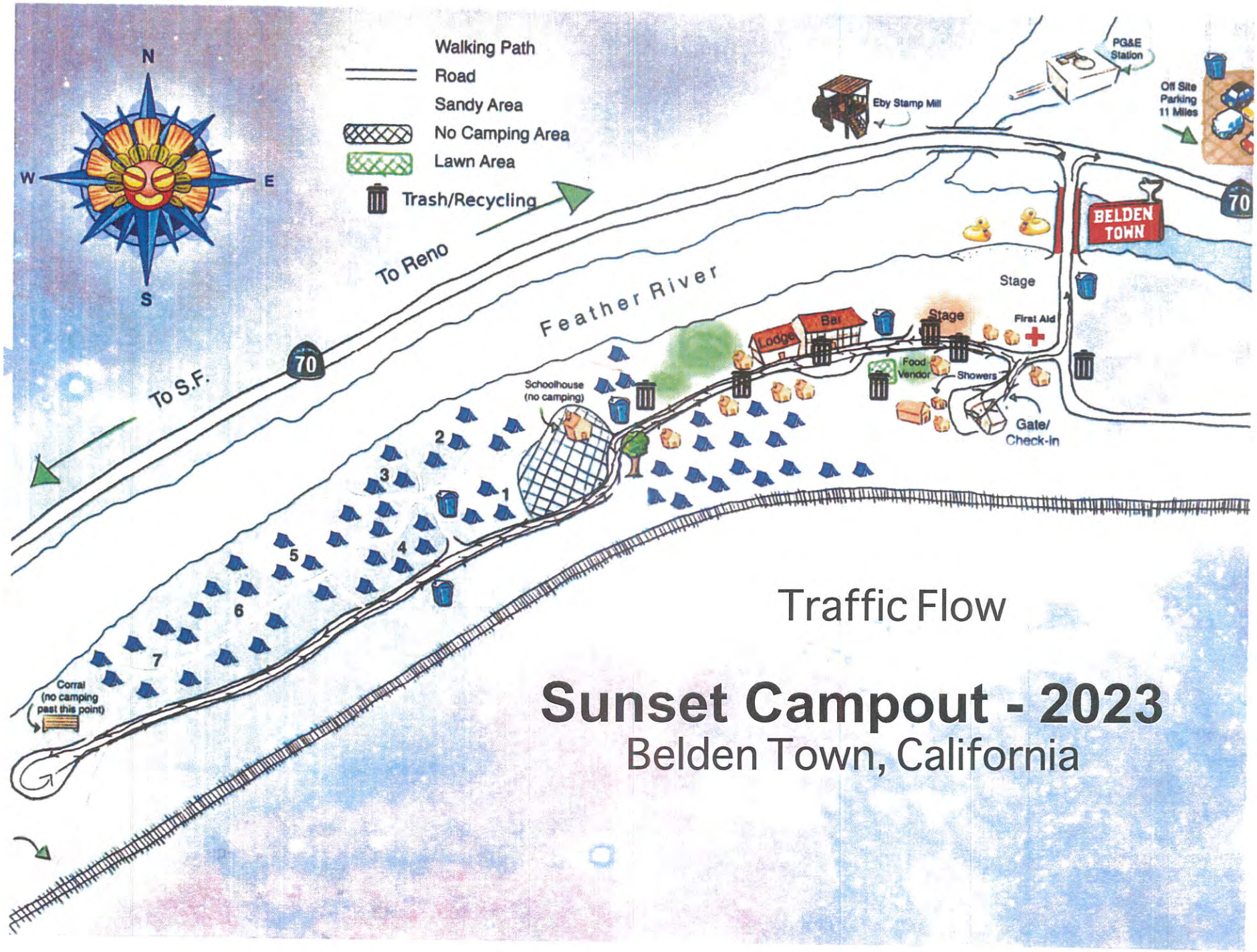
Walking Path
Road
Sandy Area
No Camping Area
Lawn Area
Trash/Recycling
To Reno
To S.F.
Feather River
70
Eby Stamp Mill
PG&E Station
Off Site Parking 11 Miles
BELDEN TOWN
Stage
Lodge
Bar
Stage
First Aid
Food Vendor
Showers
Gate/ Check-in
Schoolhouse (no camping)
1
2
3
4
5
6
7
Corral (no camping past this point)
= evacuation path
= fire hydrant
= additional water source w/ 2 hydrant capacity
Emergency Info
Sunset Campout - 2023
Belden Town, California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Road
Sandy Area
No Camping Area
Lawn Area
Trash/Recycling
To Reno
Feather River
To S.F.
70
Eby Stamp Mill
PG&E Station
Off Site Parking 11 Miles
BELDEN TOWN
Stage
Lodge
Bar
Stage
First Aid
Food Vendor
Showers
Gate/ Check-in
Schoolhouse (no camping)
1
2
3
4
5
6
7
Corral (no camping past this point)
Traffic Flow
Sunset Campout - 2023
Belden Town, California

Belden Town Resort
14785 Belden Town Road
Belden, CA 94915

To Whom It May Concern,

I, Ivan Coffman, owner of Belden Town Resort and Lodge, give my permission for SUNSET CAMPOUT to take place on JUNE 29TH - JULY 3RD, 2023 at Belden Town Resort, (14785 Belden Town Road, Belden, CA 95915) and Jack's Place for parking, (25311 Hwy 70, Twain, CA 95984)

Thank You!

Signed:

Ivan Coffman - Owner, Belden Town Resort and Lodge

SUPPLEMENTAL OUTDOOR FESTIVAL PERMIT APPLICATION

Describe below, or on an attached sheet, an explanation of the proposed event including plans describing the following information. Include the signature of the approving County authority as required. Programs and plans must be consistent with preliminary application.

a) Commercial Liability Insurance

Describe the commercial liability insurance coverage for the proposed event and provide proof of said coverage to the satisfaction of the Plumas County Risk Manager.

Plumas County Risk Manager: 520 Main Street, Room 205
Quincy, CA 95971
(530) 283-6041

Please See Attached Documentation for our Certificates of Liability.

County Agency Approval:

The commercial liability insurance coverage described above, or attached hereto, is approved for the event as described in this application.

TRAVIS GOINGS
Plumas County Risk Manager

3/22/23
Signature / Date

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/13/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER

Wallis and Wallis Insurance Brokers
1249 Park Ave
San Jose, CA 95126

CONTACT NAME: Ozdalga, Ark
PHONE (A/C, No, Ext): 408-293-3336 FAX (A/C, No): 408-293-6054
E-MAIL ADDRESS: ark@wawib.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Burlington	
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

Dark Side Light, Inc. dba Sunset Sound System
202 Bocana St.
San Francisco, CA 94110

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC	X		974B001852	09/26/2022	09/26/2023	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [ ] HIRED AUTOS [ ] NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N [ ] N / A If yes, describe under DESCRIPTION OF OPERATIONS below						[ ] WC STATU-TORY LIMITS [ ] OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Additional Insured per blanket endorsement - written contract required: BELDEN TOWN

Dates: June 28, 2023 - July 4, 2023

Should any of the above described policies be cancelled before the expiration date thereof, the issuing insurer will endeavor to mail 30 days written notice to the certificate holder named below, but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents or

CERTIFICATE HOLDER

BELDEN TOWN
14785 BELDEN TOWN ROAD
BELDEN, CA 95915

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: 1000510

LOC #:

ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

AGENCY	NAMED INSURED
Wallis and Wallis Insurance Brokers	Dark Side Light, Inc. dba Sunset Sound System 202 Bocana St. San Francisco, CA 94110
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

CERTIFICATE NUMBER: REVISION NUMBER:

representatives.

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/13/2022

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IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Ozdalga, Ark	
Wallis and Wallis Insurance Brokers 1249 Park Ave San Jose, CA 95126	PHONE (A/C, No, Ext): 408-293-3336	FAX (A/C, No): 408-293-6054
	E-MAIL ADDRESS: ark@wawib.com	
	INSURER(S) AFFORDING COVERAGE	NAIC #
	INSURER A : Burlington	
INSURED	INSURER B :	
Dark Side Light, Inc. dba Sunset Sound System 202 Bocana St. San Francisco, CA 94110	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC	X		974B001852	09/26/2022	09/26/2023	EACH OCCURRENCE	$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 100,000
							MED EXP (Any one person)	$ 5,000
							PERSONAL & ADV INJURY	$ 1,000,000
							GENERAL AGGREGATE	$ 2,000,000
							PRODUCTS - COMP/OP AGG	$ 2,000,000
								$
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident)	$
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE	$
							AGGREGATE	$
								$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					WC STATU-TORY LIMITS OTH-ER	
							E.L. EACH ACCIDENT	$
							E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Additional Insured per blanket endorsement - written contract required:
- The State of California its Officers, Agents and Employees
- USDA - USFS Plumas National Forest

Dates: June 28, 2023 - July 4, 2023

Should any of the above described policies be cancelled before the expiration date thereof, the issuing

CERTIFICATE HOLDER

The State of California
1657 Riverside Drive
Redding, CA 96001-0536

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: 1000510

LOC #:

ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

AGENCY	NAMED INSURED
Wallis and Wallis Insurance Brokers	Dark Side Light, Inc. dba Sunset Sound System 202 Bocana St. San Francisco, CA 94110
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

CERTIFICATE NUMBER: REVISION NUMBER:

insurer will endeavor to mail 30 days written notice to the certificate holder named below, but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents or representatives.

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/13/2022

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PRODUCER	CONTACT NAME: Ozdalga, Ark
Wallis and Wallis Insurance Brokers 1249 Park Ave San Jose, CA 95126	PHONE (A/C, No, Ext): 408-293-3336 FAX (A/C, No): 408-293-6054 E-MAIL ADDRESS: ark@wawib.com
	INSURER(S) AFFORDING COVERAGE — NAIC #
	INSURER A : Burlington
INSURED	INSURER B :
Dark Side Light, Inc. dba Sunset Sound System 202 Bocana St. San Francisco, CA 94110	INSURER C :
	INSURER D :
	INSURER E :
	INSURER F :

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [ ] CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: [X] POLICY [ ] PRO-JECT [ ] LOC	X		974B001852	09/26/2022	09/26/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [ ] HIRED AUTOS [ ] NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					[ ] WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Additional Insured per blanket endorsement - written contract required:
Jack's Place

Dates: June 28, 2023 - July 4, 2023

Should any of the above described policies be cancelled before the expiration date thereof, the issuing insurer will endeavor to mail 30 days written notice to the certificate holder named below, but failure

CERTIFICATE HOLDER

Jack's Place
2513 Highway 70
Twain, California 95984

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: 1000510

LOC #: _____

ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

AGENCY	NAMED INSURED
Wallis and Wallis Insurance Brokers	Dark Side Light, Inc. dba Sunset Sound System 202 Bocana St. San Francisco, CA 94110
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

CERTIFICATE NUMBER: REVISION NUMBER:

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/13/2022

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PRODUCER

Wallis and Wallis Insurance Brokers
1249 Park Ave
San Jose, CA 95126

CONTACT NAME: Ozdalga, Ark
PHONE (A/C, No, Ext): 408-293-3336 FAX (A/C, No): 408-293-6054
E-MAIL ADDRESS: ark@wawib.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Burlington	
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

Dark Side Light, Inc. dba Sunset Sound System
202 Bocana St.
San Francisco, CA 94110

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
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	AUTOMOBILE LIABILITY [ ] ANY AUTO [ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS [ ] HIRED AUTOS [ ] NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	[ ] UMBRELLA LIAB [ ] OCCUR [ ] EXCESS LIAB [ ] CLAIMS-MADE [ ] DED [ ] RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N [ ] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					[ ] WC STATU-TORY LIMITS [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ $ $

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Additional Insured per blanket endorsement - written contract required:
Plumas County

Dates: June 28, 2023 - July 4, 2023

Should any of the above described policies be cancelled before the expiration date thereof, the issuing insurer will endeavor to mail 30 days written notice to the certificate holder named below, but failure

CERTIFICATE HOLDER

Plumas County
520 Main Street # 309
Quincy, Ca 95971

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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The ACORD name and logo are registered marks of ACORD

AGENCY CUSTOMER ID: 1000510

LOC #:

ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

AGENCY	NAMED INSURED
Wallis and Wallis Insurance Brokers	Dark Side Light, Inc. dba Sunset Sound System 202 Bocana St. San Francisco, CA 94110
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

CERTIFICATE NUMBER: REVISION NUMBER:

to do so shall impose no obligation or liability of any kind upon the insurer, its agents or representatives.

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 12/13/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER

Wallis and Wallis Insurance Brokers
1249 Park Ave
San Jose, CA 95126

CONTACT NAME: Ozdalga, Ark
PHONE (A/C, No, Ext): 408-293-3336 FAX (A/C, No): 408-293-6054
E-MAIL ADDRESS: ark@wawib.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Burlington	
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED

Dark Side Light, Inc. dba Sunset Sound System
202 Bocana St.
San Francisco, CA 94110

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS. EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC	X		974B001852	09/26/2022	09/26/2023	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ 100,000 $ 5,000 $ 1,000,000 $ 2,000,000 $ 2,000,000
	AUTOMOBILE LIABILITY ANY AUTO ALL OWNED AUTOS SCHEDULED AUTOS HIRED AUTOS NON-OWNED AUTOS						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ $ $ $
	UMBRELLA LIAB OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $						EACH OCCURRENCE AGGREGATE	$ $
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y / N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N / A					WC STATU-TORY LIMITS OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ $ $

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

Additional Insured per blanket endorsement - written contract required:
The State of California its Officers, Agents and Employee's

Description: Sunset Campout

Dates: June 28, 2023 - July 4, 2023

CERTIFICATE HOLDER

The State of California
1657 Riverside Drive
Redding, CA 96001-0536

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: 1000510

LOC #:

ADDITIONAL REMARKS SCHEDULE

Page ____ of ____

AGENCY	NAMED INSURED
Wallis and Wallis Insurance Brokers	Dark Side Light, Inc. dba Sunset Sound System 202 Bocana St. San Francisco, CA 94110
POLICY NUMBER	
CARRIER / NAIC CODE	EFFECTIVE DATE:

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance

CERTIFICATE NUMBER: REVISION NUMBER:

Should any of the above described policies be cancelled before the expiration date thereof, the issuing insurer will endeavor to mail 30 days written notice to the certificate holder named below, but failure to do so shall impose no obligation or liability of any kind upon the insurer, its agents or representatives.

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b) Police Protection and Security

Describe the Police Protection and Security Plan for the proposed event to the satisfaction of the Plumas County Sheriff. Include a plan for the control and prevention of drug consumption and underage alcohol consumption.

Plumas County Sheriff: 1400 East Main Street
Quincy, CA 95971
(530) 283-6375

The Sunset Campout will have 24 hours security coverage provided by Belden's Security team combined our own hire of High Rock Security. All security personnel will be well marked and all have radios for a quick response to any events during the festival. High Rock Security personnel all have current Guard Cards (i.e. Security Guard Licenses from the Bureau of Security and Investigative Services). At least one Patrol Team (a two person team) is on duty at all times during the day with another team on standby in case of emergencies. Two - Three teams will be on patrol during the evening and through the night.

We do not sell any alcohol at the Sunset Campout. However, the Belden Bar does remain open during the event and Beer is available for purchase in the General Store. We also do not host any gathering in the bar or encourage it's use during the event. While some of our attendees do bring alcohol to the event we rarely see any issues arising from it's use. We also have very few attendees in the 14 - 21 age group as most of our crowd is in it's 30's and 40's so it's unlikely underage consumption occurs.

We do not condone illegal drug use at the Sunset Campout, and all of our staff is vigilant and will be on the look out for illegal substance abuse, dealing, and any issues that could arise. If any such issues arise, staff will notify security and/or security staff, as appropriate, who will remove those involved in the illegal activity.

County Agency Approval:

The Police Protection and Security Plans described above, or attached hereto, are approved for the event as described in this application.

TODD JOHNS
Plumas County Sheriff

12/27/2022
Signature / Date

c) **Emergency Preparedness Plans**

Describe the Fire Protection, Evacuation Plan, and Wildfire Protection Plan for the proposed event to the satisfaction of the Plumas County Office of Emergency Services.

Plumas County Office of Emergency Services:

270 County Hospital Rd. Ste. 127
Quincy, CA 95971
(530) 283-6332

Belden and High Rock security staff are trained to handle emergency situations, and will be prepared and equipped to do so in the event of an emergency at Sunset Campout. Our security team will be easily-identifiable and carry radios in the event of emergency.

EVACUATION PLAN:
Our evacuation plan is indicted on the attached map. Attendees will be notified of an evacuation plan by email prior to the event and printed materials provided at arrival, including program and map.

Once staff is notified of an evacuation requirement from CalFire, the CHP, the Sheriff's Office, or Plumas County, the security team and event leads will assemble with Belden staff to review plans and assignments. An alarm will sound, and the security team will move through the campground area with megaphones, directing participants to report to the front of the lodge. No breakdown of camps or of event infrastructure will occur at the time of evacuation; only living beings will be evacuated. Our parking crew, door crew, and event leads will oversee vehicle traffic.

Attendees who have cars parked on-site at Belden will be directed to get in their cars and proceed to the Belden RV parking lot, where they will fill their remaining seats having seat belts with drivers of vehicles who have cars that are parked at the off-site lot. (To be clear, only drivers will be ferried to the offsite parking lot, in order to maximize the number of cars returning to Belden to assist in evacuation.) These onsite cars will then drive up Highway 70 to the offsite lot and drop off their passengers. This process will iterate as required, using our shuttle if the shuttle is deemed necessary.

Attendees who are not driving to the offsite lot in on-site cars will be directed to follow the paved road out of town and across the bridge, then led across Highway 70 (with staff directing traffic) gather at the old stamp mill across the street at the PCT trailhead. There is a light and crosswalk on 70 for pedestrians to make for safe and easy access to the PCT. They will await pickup there.

County Agency Approval:

The Emergency Preparedness Plans described above, or attached hereto, are approved for the event as described in this application.

TODD JOHNS
Director, Plumas County OES

3/28/2023
Signature / Date

Cars returning to Belden from the off-site parking lot will load passengers at the rest stop north of Belden on the north side of Highway 70 and proceed southwest along the evacuation route as specified by CalFire/CHP/Sheriff/Plumas County. (Belden staff has indicated that because emergency vehicles come from Quincy, evacuation is expected to be directed onto CA 70 West.)

Sunset Campout leads and security will conduct additional sweeps through all campground areas to verify evacuation. Staff, not including event leads, will evacuate with participants. Once staff and participant evacuation is complete, security and event leads will evacuate.

To prepare for emergency evacuations, roadways are kept clear and fire lanes clearly marked. Cars are parked facing the direction of evacuation, per federal and county regulation. Enough cars are kept on site to be able to implement the evacuation plan. Belden staff is in charge of the evacuation procedure and our staff will assist them as necessary to complete.

FIRE PROTECTION:

Our security team conducts routine walking patrols throughout the town and campgrounds and remains vigilant for any fire activity. In addition, all participants are made aware of the danger of any fire, and instructed to report any smoke, fire, or dangerous circumstances to the security team or Sunset staff. The security team and Belden staff are equipped with radios to respond to incidents at the event. Emergency responders will be notified of a fire by phone.

In addition, in the event of a fire, Belden is equipped with state-of-the-art fire system. Belden has two dedicated fire hydrants, as well as one additional water source with hook-up capability, for use in fire-fighting, that is able to produce the output of 2 hydrants. Locations of these water sources are indicated in the attached map. Additionally, there are numerous spigot and hose hook-ups throughout Belden. Belden has the following hoses and appropriate reducers for said hoses:

10 1.5 inch (100ft each)
8 1 inch (100ft each)
3 2 inch (50 feet length)
2 3.5 inch (100ft)

PREVENTION OF WILDFIRES:

We clearly communicate to all of our attendees that no campfires, fire art, fire activities, or open flames are allowed at the event, and that all propane/camping stoves require a fire permit in accordance with USDA Forest Service regulations. We will additionally post fire prevention signs in campsites.

Campfires and camp stoves. Campfires are not allowed during the event and all propane/camping stoves require a fire permit in accordance with USDA Forest Service regulations.

Fireworks, generators and portable equipment. The use of fireworks and portable equipment such as welding, cutting or chainsaws is not permitted at Sunset Campout. These restrictions will be clearly communicated to attendees. In addition, if generators are used as part of an art project or as an emergency power supply, Sunset security and staff will ensure that generators are only operated on land that is not forest-covered, bush-covered, or grass-covered.

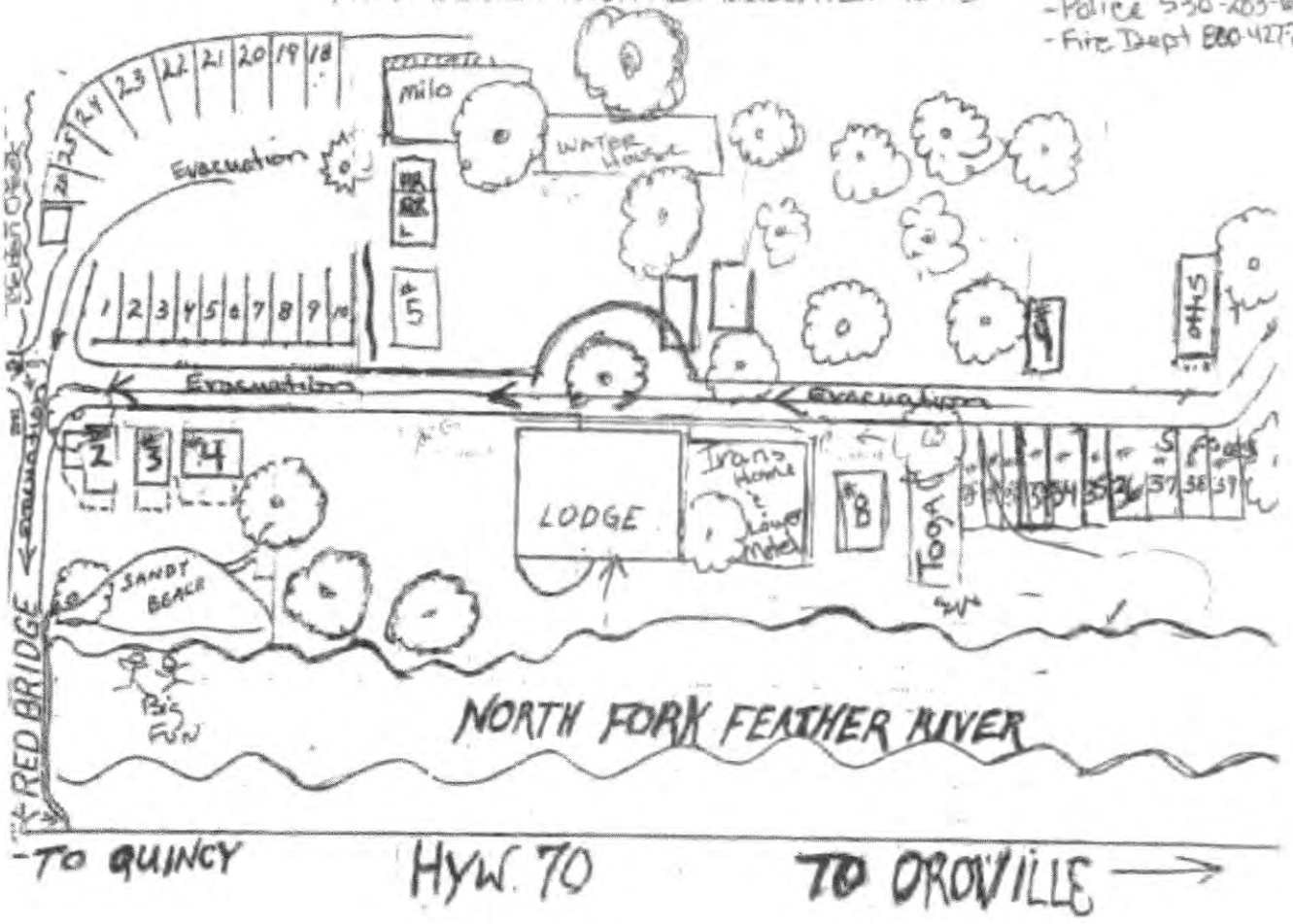
Smoking. Programming and planned activities at Sunset are held largely on pavement or in areas without vegetation. Smokers will be encouraged by security to use such areas for smoking. Security is trained to identify unsafe smoking practices and intervene to encourage smokers to use only safe areas. In past years, consistent with our leave-no-trace philosophy, we have provided lidded ashtrays for smokers to use to safely dispose of cigarette waste.

Parking in dry grass. Our designated parking areas either (a) are cut to ensure that there will be no car body or engine contact with plant life or dried plant matter or (b) do not contain live or dry plant matter. Designated parking areas are also watered down before the event to minimize the possibility of sudden combustion/spark ignition.

BELDON TOWN RESORT & LODGE

14785 Belden Town Rd. Belden, CA. 95915

Wildfires
- Elevation 2180
- Police 530-283-630
- Fire Dept 800-427-762



Feb 18 19 04:15p Belden Town Resort 5307894835 p.1

d) Water Supply and Sanitation Facilities, Food Provisions, and Solid Waste Clean-up & Recycling Plans

Describe water supply and sanitation facility plans, provisions for food handling and the solid waste clean-up and recycling plans for the proposed event to the satisfaction of the Plumas County Department of Environmental Health.

Plumas County Department of Environmental Health

270 County Hospital Rd. Ste. 127
Quincy, CA 95971
(530) 283-6355

FOOD PROVISIONS:
The Belden Town Restaurant will be open for food service from 7am to 10pm each day. Snacks and beverages can also be obtained at Belden's Store, which is kept fully stocked during the event. The Sunset Campout also employs 3 food/beverage vendors which provide a good portion of the attendee's food needs. At least 30 days prior to the event, Sunset Campout will submit and an Event Coordinator application to Environmental Health which will include the names and contact information for any temporary or mobile food vendors. We expect and require the vendors to comply with all state and county department requirements. All food vendors are required to obtain a Temporary Food Facility permit from Plumas County Environmental Health at least 30 days prior to the event.

WATER SUPPLY:
We will be relying on the Belden system primarily for our water supply. Belden has two water sources and holds a current permit for these water sources. These water sources include, one easy access water fountain in a central location. Belden also sells bottled water in it's store. We continually communicate to everyone to stay healthy and hydrated, included in pre-event emails, signage on-site, and as part of the check-in process.

SEWAGE DISPOSAL:
We will be using Ben's Toilets located in Gridley for our portable toilets. Ben's toilets will provide 48 portable toilets and 6 wash stations. This equipment will be cleaned once daily on each Friday, Saturday, & Sunday as recommended by Ben's Toilets and Plumas County from past years events. In addition, Belden provides men's and women's bathrooms in the lodge, men's and women's bathrooms on the shower area, as well as bathrooms in each of the cabins and lodge rooms. Two portable toilets will be stationed at the off-site parking area. Ben's Toilets is known to us to have the current permits to operate in Plumas County.

Water Supply and Sanitation Facilities, Food Provisions and Solid Waste Clean-up and Recycling Plans described above, or attached hereto, are approved for the event as described in the application.

County Agency Approval:

The Emergency Preparedness Plans described above, or attached hereto, are approved for the event as described in this application.

Rob Robinette, Interim Director

Plumas County Environmental Health

Signature / Date

FOOD PROVISIONS Addendum:

Upon arrival, The vendor coordinator will show all food vendors where to dump their waste (grey) water on-site, and demonstrate the proper dumping process.

Food vendors will use the grey water receptacle behind the food vending area provided by Ben's Toilet's who also manages the portable toilets on-site. Ben's toilets will manage the receptacle and remove it at the end of the event for proper disposal at their facility. In the event Ben's toilets cannot provide a grey water receptacle (ie, emergency with Cal-Fire) Food Vendors will use their own portable 50 gallon transfer tanks to collect their waste (grey) water for the duration of the event.

Their tanks will be directed to Belden Town's established septic dumping area in the RV site section for proper disposal. Food vendors will transfer their waste (grey) water in the correct manor for waste water containment. They will be informed that under no circumstances are they to be dumping any wastewater anywhere but the established septic dumping area.

All food vendors will be monitored throughout the event by the vendor coordinator & assistants.

NOTE All food vendors will be required to bring a portable 50 gallon waste water transfer tank for waste water transfer based on the availability of a grey water receptical provided by Ben's Toilets. Our vendor coordinator will verify with all the food vendors to make sure all are covered for usage & informed of the newly established process for waste (grey) water disposal.

SOLID WASTE RECYCLING Addendum:

For the 2023 Sunset Campout, RightCycle staff will be actively managing the waste generated by the event, from load-in, the duration of all event hours, and the end of post-event clean up. Waste will be collected, consolidated, and source separated into three categories: Commingled recyclables (no paper/fiber), organics (food waste), and mixed solid waste (everything else). As Plumas County does not have an approved food composting facility, RightCycle proposes to do the following: source separate all food waste/organic material, bag it, load, and haul the material to San Francisco's approved facility, or another approved facility closer to the site.

Facility Site Name: San Francisco Solid Waste Transfer and Recycling Center
Address: 501 Tunnel Ave
City: San Francisco
Zip: 94134
Phone: (415) 330-1400

e) Medical Facilities & Services

Describe the medical facilities and services, including access for ambulances and paramedics or emergency medical technicians for the proposed event to the satisfaction of the Plumas County Health Officer.

Plumas County Public Health Agency

270 County Hospital Rd. Ste. 206
Quincy, CA 95971
(530) 283-6330

Sunset Campout will have medical support available on-site 24 hours a day during the event. For all medical issues other than critical injuries or rescue situations, we have sufficient resources to either treat injuries on site or provide transportation to local medical centers. We will be using the same medical provider as last year: RGX Medical. They have nearly a decade of experience in event medical support. Our medical staffing and plan includes:

- We will provide at least one California licensed Registered Nurse as well as 2 California licensed EMS providers, one with EMT-B certification or higher and one with EMT-P certification or higher 24 hours a day. There will be a dedicated First Aid Station clearly marked and accessible to attendees.

- In addition to an AED, medical personnel will also have available basic resuscitation equipment and medications to include an adult BVM (bag-valve-mask), oxygen, BLS airways, epinephrine for IM use (EpiPen), naloxone for IM/IN use, splinting, and immobilization devices.

- These medics will evaluate and treat any injury or illness brought to the attention of the Sunset Campout staff.

- On-site medics will perform assessment to determine appropriate treatment, and whether treatment should be on-site or at a local medical center. If treatment at a medical center is required or advised, the medics will make recommendations regarding the appropriate mode of transportation.

- Medics will administer BLS (basic life support) care, including treatment of cuts, scrapes, sprains, and other injuries, which do not require escalated diagnostics or specialist consultation.

- A vehicle will be kept ready to transport the medics to the patient if necessary.

- A vehicle and driver will also be kept ready to transport an injured or ill participant or staff member to a local medical facility if that participant does not have a vehicle available and the medical event does not warrant an ambulance call.

- All Sunset Campout, Belden, High Rock Security, and RGX Medical staff on duty are on the same radio network 24 hours a day throughout the duration of the event, remaining in constant communication. Sunset Campout staff and medical staff on duty will have at least two fully functional cellular devices on hand to use in the event that an emergency warrants a call for off-site services. Belden Lodge has a landline that is available for our use in the event that on-site cellular communications are unavailable due to reasons beyond our control. Our medical services provider, will complete ICS Forms 201, 202, 205, and 206, and these documents will be available to county agencies, venue staff, event personnel, and medical personnel. They will be completed at least two weeks prior to the event.

County Agency Approval:

The Medical Facilities and Services Plans described above, or attached hereto, are approved for the event as described in this application.

Plumas County Health Officer

January 19, 2023
Signature / Date

f) **Parking plan**

Describe the parking plan for the proposed event to the satisfaction of the Plumas County Planning Department.

Plumas County Planning Department

555 Main Street
Quincy, CA 95971
(530) 283-7011

The Sunset Campout staffs a team devoted to parking, which will coordinate the parking on the property in accordance with Plumas County, Belden, and the US Forestry Service rules and regulations. Sunset Campout sells 50 parking spaces to attendees for parking in Belden Town. There are also 50 are reserved for staff that requires their vehicle onsite such as medical, vendors, operations, and production. The remaining staff vehicles and guest attendee vehicles are parked at the off-site property known as Jack's Place, located 11 miles from Belden Town. The drivers of the vehicles parked at Jack's Place will be shuttled to Belden Town. All vehicles in Belden Town are guided into parking spots by our staff backed in facing out to the road. 15' easement is always left through town and fire lane access through vending area. The easement is measured and monitored by our full-time parking team from US Forestry Lot at the far end of the site through to the Belden Bridge and is marked either by natural barrier and/or traffic cones. We are applying for Highway Easement/Road Encroachment permits through Caltrans which will allow us to post signage along the highway, directing attendees to the off-site parking and Belden entrance.

Jack's Place has a capacity of 700+ vehicles which is more than plenty to accommodate all attendees and staff vehicles. Our total vehicles at Jack's Place for our capacity event in 2019 was 611. There are total of 30 RV spaces in Belden Town in addition to the traditional parking spaces that are distributed amongst, staff, vendors, artists, and attendees depending on the needs of the festival. Areas used for parking that are of a combustible surface, such as areas with grass or other vegetation, will be mowed prior to the event and, if possible, watered down.

County Agency Approval:

The parking plan described above, or attached hereto, is approved for the event as described in this application.

Tracey Ferguson, Planning Director Tracey Ferguson 3/2/23

Plumas County Planning Department — Signature / Date

g) Traffic Control Plan

Describe the vehicle ingress and egress and off and on-site traffic control for the proposed event to the satisfaction of the Plumas County Department of Public Works.

Plumas County Department of Public Works

1834 E. Main Street
Quincy, CA 95971
(530) 283-6268

Access/On-Site Traffic Control

Before Event Begins:
- Belden will put up ' special event ' signs so people know to slow down while people are turning onto the bridge from Highway 70.
- We use spray chalk to prep RV sites and traffic information on the ground.
- Post ' no parking ' and ' fire lane ' signs on the back road along all Forestry Service camping area
- Create markings for 15 ' fire lane easement going down the entire road

As Attendees Arrive:
- During the entire event we set up check-in in the upper RV lot. Attendees cross the bridge and drive into the RV lot in a loop around the perimeter, stopping to check in when they are faced with the their noses pointing out back toward the bridge, ready to drive back out of the lot.
- They are then to check-in and unload their vehicles. Attendees are not allowed to drive vehicles into Belden unless they have a parking pass.
- The driver only will take vehicle to the off-site parking to park vehicle and ride shuttle back to Belden
- Traffic attendants are making sure that all vehicles flow freely and do not back up onto bridge or highway.
- Check-in attendants ensure a safe and efficient unloading process.

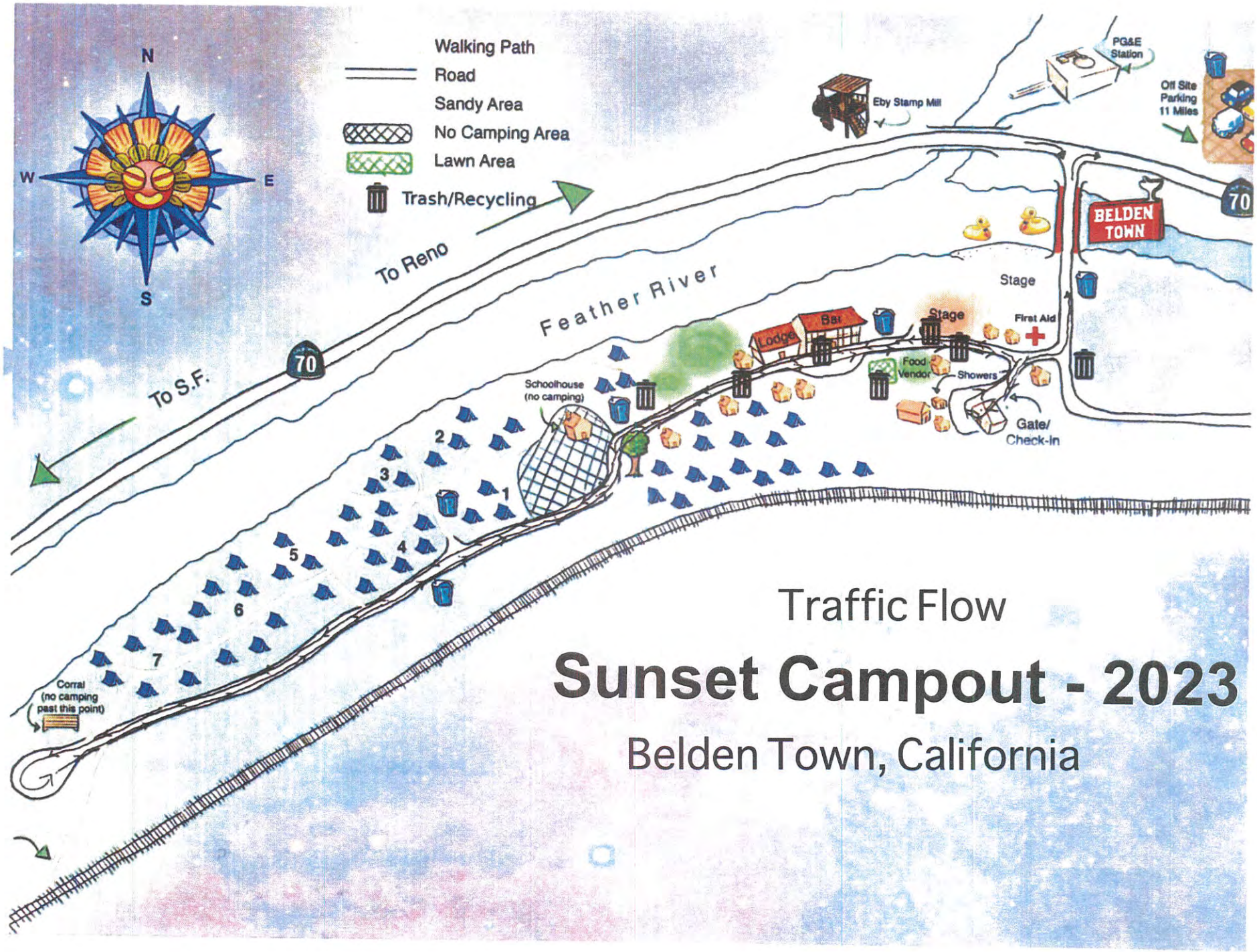
As Attendees Leave:
- Vehicles are staggered methodically as the entire back to Belden for load out. The schedule of the shuttles dictates how many vehicles will enter at a time and can be managed for smooth traffic flow.
- Check-out attendants ensure a safe and efficient loading process.

County Agency Approval:

The traffic control plan as described above, or attached hereto, is approved for the event as described in this application.

Plumas County Department of Public Works

2-7-23
Signature / Date



Traffic Flow

Sunset Campout - 2023

Belden Town, California

i) **Transient Occupancy Taxes**

If it is proposed or expected that spectators or participants will remain overnight, include provisions for the collection of transient occupancy taxes in accordance with Chapter 4 of Title 3 of the Plumas County Code to the satisfaction of the Plumas County Tax Collector.

Plumas County Tax Collector

520 Main Street, Room 203
Quincy, CA 95971
(530) 283-6260

Please see attached TOT Registration Form to represent a breakdown from our ticket sales.

County Agency Approval:

The provisions for collecting transient occupancy taxes as described above, or attached hereto, are approved for the event as described in this application.

Plumas County Tax Collector — Signature / Date 3/6/23

COUNTY TREASURER & TAX COLLECTOR
P.O. BOX 176, QUINCY, CALIFORNIA 95971 (530)283-6260

REGISTRATION FORM

UNIFORM TRANSIENT OCCUPANCY TAX
ORDINANCE NO. 544
COUNTY OF PLUMAS, STATE OF CALIFORNIA

For Office Use Only:
Issue Date:_____
Eff. Date:_____
Location:_____
Type:_____

DATE _____
CERT.# _____
(To be assigned by Tax Collector)

TO: PLUMAS COUNTY TAX COLLECTOR
P.O. BOX 176
QUINCY, CA. 95971

1. **OWNER OF BUSINESS** Galen Abbott

   OWNER'S MAILING ADDRESS 567 Pennsylvania Ave. San Francisco, CA 94107

   OWNER'S TELEPHONE NUMBER 415 577 9099

2. **NAME OF BUSINESS ESTABLISHMENT** Sunset Sound System (Sunset Campout)

   MAILING ADDRESS OF BUSINESS ESTABLISHMENT 202 Bocana St. San Francisco, CA

   TELEPHONE NUMBER OF BUSINESS ESTABLISHMENT 415 642 6363

3. **NAME OF OPERATOR** _____
   (If different from owner-Caution: Please read Ordinance No. 544, Plumas County Code for clarification of Operator's of Operator's responsibilities).

   OPERATOR'S TITLE Co-Owner

   RESIDENCE ADDRESS OF OPERATOR 567 Pennsylvania Ave. San Francisco, CA 9410

   RESIDENCE TELEPHONE OF OPERATOR 415 642 6363

4. **NAME OF RENTAL MANAGER** _____
   (If different from operator)

5. **WHO WILL BE RESPONSIBLE FOR FILING TRANSIENT OCCUPANCY TAX RETURN?**

   Galen Abbott

SEE REVERSE SIDE-ALL INFORMATION REQUESTED ON BOTH SIDES OF THIS FORM MUST BE PROVIDED.

6. PARCEL NUMBER, STREET ADDRESS OR LOCATION OF BUSINESS

202 Bocana St. San Francisco, CA 94110

7. FIRST DATE YOU RENTED THIS UNIT ON A 30 DAY OR LESS BASIS

June 26, 2023

8. TYPE OF ORGANIZATION: INDIVIDUAL ☐ PARTNERSHIP ☐ CORP. ☑

9. NAMES OF PARTNERS OR CORPORATION OFFICERS:

Solar Langevin	**Co-Owner**	**202 Bocana St, San Francisco, CA 94117**
(name)	(title)	(address)
(name)	(title)	(address)
(name)	(title)	(address)

10. NUMBER OF OCCUPANCY UNITS:

415	@	$ **12.50**		@	$		@	$
	@	$		@	$		@	$
	@	$		@	$		@	$

11. IF YOU OWNED OR OPERATED THIS RENTAL FOR TWO OR MORE YEARS, PLEASE COMPLETE THE FOLLOWING TO THE BEST OF YOUR ABILITY.

PERCENTAGE OF OCCUPANCY (FROM EXPERIENCE) _____

PERCENTAGE OF OCCUPANCY 30 DAYS OR LESS _____

PERCENTAGE OF OCCUPANCY 31 DAYS OR MORE _____

TOTAL PERCENTAGE OF OCCUPANCY _____

DATED: December 13, 2022

SIGNATURE: _____

TITLE: **Co-Producer**