Board of Supervisors

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

AGENDA FOR REGULAR MEETING
JUNE 4, 2024 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.

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. 2021 WILDFIRE RECOVERY OPERATIONS
Report, update, and discussion by the County, Dixie Fire Collaborative, and others

B. PLUMAS COUNTY BUSINESS AND ECONOMIC DEVELOPMENT
Report and update on Dixie Fire Business and Economic Recovery efforts.

C. US FOREST SERVICE
Report and update.

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

E. COUNTY TREASURER'S REPORT

Report and update from County Treasurer regarding the assessing, collecting, safekeeping, management, or disbursement of public funds, including investment reporting and an investment policy.

F. FINANCIAL/AUDIT REPORT

Report from County Departments regarding the County's Financial and audit status.

2. CONSENT AGENDA

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

A. BEHAVIORAL HEALTH

1) Approve and authorize Chair to sign an agreement between Plumas County Behavioral Health and Crestwood Behavioral Health, a mental health rehabilitation and crisis residential center; effective July 1, 2024; not to exceed $150,000.00; (No General Fund Impact) state and federal funds; approved as to form by County Counsel.
2) Approve and authorize Chair to sign an agreement between Plumas County Behavioral Health and North Valley Behavioral Health, a locked psychiatric health facility providing therapeutic and rehabilitation services; effective July 1, 2024; not to exceed $100,000.00; (No General Fund Impact) a combination of state and federal funds; approved as to form by County Counsel.
3) Approve and authorize Chair to sign an agreement between Plumas County Behavioral Health and Plumas County Public Health Seniors Connection providing health services to homebound seniors; effective July 1, 2024; not to exceed 95,000.00; (No General Fund Impact) Mental Health Services Act Funds; approved as to form by County Counsel.

B. SOCIAL SERVICES

1) Approve and authorize Chair to sign an agreement between Plumas County Department of Social Service and Environmental Alternatives for the operation of the Transitional Housing Program-Plus for transitional foster youth; effective 7/1/24-6/30/25; not to exceed $58,416.00; (No General Fund Impact) Realignment Funds; approved as to form by County Counsel.
2) Approve and authorize Chair to sign an agreement between Plumas County the Department of Social Services and Plumas Rural Services Nurturing Parent In-Home classes offered to parents of children who are in the Child Welfare system: effective 7/1/24-6/30/25; not to exceed $56,000.00; (No General Fund Impact) for CWS system improvement and from 2011 Public Safety Realignment; approved as to form by County Counsel.
3) Approve and authorize Chair to sign an agreement between Plumas County Department of Social Services and Plumas Rural Services for Nurturing Parenting in class parenting classes offered to parents of children who are in the Child Welfare system; effective 7/1/24 to 06/30/25; not to exceed $17,200; (No General Fund Impact) CWS system improvement and from 2011 Public Safety Realignment; approved as to form by County Counsel.
4) Approve and authorize Chair to sign an agreement between Plumas County Department of Social Services and Plumas Rural Services, Inc. for Anger Management and Batterer Classes provided for families in the Child Welfare System; effective 7/1/24-6/30/25; not to exceed $20,000.00; (No General Fund Impact) includes Federal Family Preservation funding and State CWS System Improvement funds; approved as to form by County Counsel.
5) Approve and authorize Chair to sign an agreement between Plumas County Department of Social Services and Plumas Rural Services for CalWORKs child care services; effective July 1, 2024 to June 30, 2025; not to exceed $233,129.00; (No General Fund Impact) State and Federal funds; approved as to form by County Counsel.

C. PLUMAS ARTS COMMISSION

1) Adopt **RESOLUTION** Designating the Plumas County Arts Commission (also known as Plumas Arts) as the local cultural planning agency for Plumas County and authorizing the application to the California Arts Council State-Local Partnership Program; approved as to form by County Counsel. **Roll call vote**

D. SHERIFF'S OFFICE

1) Approve and authorize Chair to ratify and sign an agreement between Plumas County Sheriff's Office and A&P Helicopters, Inc.; effective June 1, 2024, for marijuana eradication; not to exceed $75,000.00; (No General Fund Impact) Grant funded (70348); approved as to form by County Counsel.
2) Approve and authorize Chair to ratify and sign an agreement between Plumas County Sheriff's Office and Little Norway Marine Service, for general marine repairs and services; effective May 1, 2024; not to exceed $25,000.00; (No General Fund Impact) Grant funded (70350); approved as to form by County Counsel.
3) Approve and authorize Chair to ratify and sign an agreement between Plumas County Sheriff's Office and Chester Auto Body & Glass, Inc., for general automotive body repair services; effective June 1, 2024; not to exceed $20,000.00; (General Fund Impact) as approved in FY23/24 budget; approved as to form by County Counsel.
4) Approve and authorize Chair to ratify and sign an agreement between Plumas County Sheriff's Office and Current Electric & Alarm, Inc. for alarm installation and repair, electrical installation, maintenance, video camera components and repairs, and system monitoring services; effective March 1, 2024; not to exceed $20,000.00; (General Fund Impact) as approved in FY23/24 budget; approved as to form by County Counsel.

E. PUBLIC WORKS/ROAD DEPARTMENT

1) Approve and authorize Chair to ratify and sign an agreement between Plumas County Public Works and Plumas District Hospital, retroactive to February 1, 2024; not to exceed Nine Thousand Dollars and 00/100 ($9,000.00) for Public Works employees to have their commercial drivers take medical exams to maintain their commercial drivers' license; No General Fund Impact; road funds; approved as to form by County Counsel.
2) Approve and authorize Chair to sign Amendment No. 1 and 2 to the agreement #PWRD 24-013 between Plumas County Public Works and MGE Engineering to update the Caltrans plans, specifications and studies required for Snake Lake Bridge Project,; No General Fund Impact. Payable by the Road Fund; approved as to form by County Counsel.

F. COUNTY CLERK-RECORDER/REGISTRAR OF VOTERS

1) Accept Certification of Chester Public Utilities District Special Tax Election May 7, 2024 results.

G. COUNTY COUNSEL

1) Approve and authorize Chair to sign First Amendment to Agreement between Plumas County Counsel and UBEO West, LLC adding language to Exhibit B in order to make payments to and provide COI to the leasing company, CFS; (General Fund Impact) no additional impacts; approved as to form by County Counsel.
2) Approve and authorize Chair to sign an agreement between Plumas County Counsel and Lexis Nexis for legal research, digital publications and reference manuals; effective June 4, 2024, through July 31, 2027; not to exceed $26,500 for 3 years; (General Fund Impact) as requested in FY24/25 budget (20080/523710); approved as to form by County Counsel.

H. CLERK OF THE BOARD

1) Approve and authorize Chair to sign First Amendment to Agreement between Plumas County Counsel and UBEO West, LLC adding language to Exhibit B in order to make payments to and provide COI to the leasing company, CFS; (General Fund Impact) no additional impacts; approved as to form by County Counsel.

2) Approve the Meeting Minutes for all meetings held in May 2024, as submitted.

I. FACILITY SERVICES

1) Authorize and approve the Board Chair to accept the donation of a memorial bench in memory of Robert Compton to be placed at Gansner Park near the BBQ area or softball field.

J. SOLID WASTE

1) Approve and authorize Chair to sign amendment No. 1 to agreement between Plumas County Public Works and Vestra Resources, Inc. amending task 3 and increasing compensation by $5,250; No General Fund Impact; approved as to form by County Counsel.

K. BOARD OF SUPERVISORS

1) Approve and authorize the Chair to sign a letter to the California Department of Transportation (Caltrans) for an encroachment permit for the Annual Mile High 100 Cycling Event to be held on June 15, 2024.

L. PUBLIC HEALTH AGENCY

1) Approve and authorize Chair to ratify and sign an agreement between Plumas County Public Health Agency and County of Sierra, through its Public Health Department to provide services for the Ryan White Part B Program; effective April 1, 2024; not to exceed $3,000.00; (No General Fund Impact) Ryan White Part B; approved as to form by County Counsel.

M. PROBATION

1) Approve and authorize Chair to sign an agreement between Plumas County Probation and the County of Tehama; effective July 1, 2024; not to exceed $200,000.00 dollars; Potential General Fund Impact of $10,000.00 as approved in FY2024-2025 budget item 2040053-530440; 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; 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 BOARD OF SUPERVISORS

B. CONVENE AS WALKER RANCH COMMUNITY SERVICES DISTRICT GOVERNING BOARD

1) Approve and authorize Chair to sign Change Order No. 2, 3 & 4 to Construction Agreement between Walker Ranch CSD and Giles Excavating & Paving, Inc.; No General Fund Impact; approved as to form by County Counsel; discussion and possible action.

C. ADJOURN AS WALKER RANCH COMMUNITY SERVICES DISTRICT GOVERNING BOARD

D. RECONVENE AS THE BOARD OF SUPERVISORS

4. DEPARTMENTAL MATTERS

A. RISK MANAGEMENT - Travis Goings

1) Workplace Violence Prevention Plan policy and Reporting document, Required under SB553 Labor Code section 6401.9; approved as to form by County Counsel; discussion and possible action.

B. FACILITY SERVICES & AIRPORTS - Nick Collin

1) Approve and authorize Facility Services & Airports to recruit and fill 1 seasonal/extra-help position; (No General Fund Impact) position is funded by the Airports budget - 20891-51020.

C. PUBLIC WORKS/ROAD DEPARTMENT - Rob Thorman

1) **CONTINUED PUBLIC HEARING:** Adopt an ORDINANCE of the County of Plumas, State of California, first introduced on May 21, 2024, AMENDING ARTICLE 7, CHAPTER 3 OF TITLE 4 OF THE PLUMAS COUNTY CODE; No General Fund Impact. Approved as to form by County Counsel.; discussion and possible action. **Roll call vote.**

D. HUMAN RESOURCES - Debra Lucero

1) Approve and authorize Human Resources to recruit and fill, funded and allocated, vacant 1.0 FTE Public Works Director; vacancy due to retirement; (No General Fund Impact) discussion and possible action.

E. BEHAVIORAL HEALTH - Sharon Sousa

1) Approve and authorize Behavioral Health to recruit and fill, funded and allocated, vacant 1.0 FTE Behavioral Health Case Manager Specialist I/II/Senior; (No General Fund Impact) a combination of state and federal funds will cover this position.
2) Approve and authorize Plumas County Behavioral Health to pay Wild Hare Signs a non-contract invoice in the amount of $1265.55 for mental health awareness month informational signs; (No General Fund Impact) Mental Health Services Act ,MHSA, state funding; discussion and possible action.

F. AUDITOR-CONTROLLER - Martee Nieman

1) Adopt **RESOLUTION** Establishing Fiscal Year 2024/2025 Appropriation limits under Article XIII B of the California Constitution, and establishing a period for contesting such limits for Plumas County and the Board of Supervisors governed Special Districts; approved as to form by County Counsel; discussion and possible action. **Roll call vote**

5. COUNTY ADMINISTRATIVE OFFICE - DEBRA LUCERO

A. County Administrative Officer's Report

B. Adopt **RESOLUTION** Training/Transition Overlap Policy; (General Fund Impact) as proposed in (FY24/25) budget (2003552 / 51000) approved as to form by County Counsel; discussion and possible action. **Roll call vote**

6. BOARD OF SUPERVISORS

A. APPOINTMENTS

1) Appoint Supervisor Kevin Goss as the authorized representative for National Association of Counties (NACo); discussion and possible action; **Roll Call Vote**

B. 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 July 9, 2024; discussion and possible action.

C. CORRESPONDENCE

D. WEEKLY REPORT BY BOARD MEMBERS OF MEETINGS ATTENDED, KEY TOPICS, PROJECT UPDATES, STANDING COMMITTEES AND APPOINTED BOARDS AND ASSOCIATIONS

7. CLOSED SESSION

ANNOUNCE ITEMS TO BE DISCUSSED IN CLOSED SESSION

A. **Time Certain 12:00 P.M.** Personnel: Public employee appointment or employment - Environmental Health Director

B. **Time Certain 1:00 P.M.** Personnel: Public employee appointment or employment - Environmental Health Director

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: Significant exposure to litigation pursuant to Subdivision (d)(2) and (e)(2) of Government Code Section 54956.9 (1 case)

REPORT OF ACTION IN CLOSED SESSION (IF APPLICABLE)

8. ADJOURNMENT

Adjourned meeting to Tuesday, June 11, 2024, Board of Supervisors Room 308, Courthouse, Quincy, California

PLUMAS COUNTY
BEHAVIORAL HEALTH DEPARTMENT
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Che Shannon, Management Analyst II**
MEETING DATE:	**June 4, 2024**
SUBJECT:	**Approve and authorize Chair to sign an agreement between Plumas County Behavioral Health and Crestwood Behavioral Health, a mental health rehabilitation and crisis residential center; effective July 1, 2024; not to exceed $150,000.00; (No General Fund Impact) state and federal funds; approved as to form by County Counsel.**

Recommendation:
Approve and authorize the Chair to sign an agreement between Plumas County Behavioral Health and Crestwood Behavioral Health, a mental health rehabilitation and crisis residential center; effective July 1, 2024; not to exceed $150,000.00; (No General Fund Impact) state and federal funds; approved as to form by County Counsel.

Background and Discussion:
Crestwood Behavioral Health is a residential mental health rehabilitation center offering skilled nursing for medical complex support.

Action:

Approve and authorize Chair to sign an agreement between Plumas County Behavioral Health and Crestwood Behavioral Health, a mental health rehabilitation and crisis residential center; effective July 1, 2024; not to exceed $150,000.00; (No General Fund Impact) state and federal funds; approved as to form by County Counsel.

Fiscal Impact:

No General Fund Impact combination of state and federal funds

Attachments:
1. Plumas County-Crestwood Agreement FY 24-25-signed

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 C, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed $ 150,000.00. 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, 2024 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 –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, LMFT, 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: 5/13/2024

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 LMFT
Title: Behavioral Health Director
Date signed: 05/08/2024

APPROVED AS TO CONTENT:

_____
Name: Greg Hagwood
Title: Chair, Board of Supervisors
Date signed:

ATTEST:

_____
Name: Allen Hiskey
Title: Clerk, Board of Supervisors
Date signed:

Approved as to form:

_____
Joshua Brechtel, Attorney
County Counsel's Office

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, 2024.

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: Sharon R. Sousa, Emily	Signed: Elena Mashkevich
Date: 05/09/2024	Date: 5/13/2024

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. **7/1/2024**

SNF/STP - IMD Designation	***Room and Board Rate/Per Diem****	***County Supplemental Rate***
Crestwood Wellness and Recovery Ctr Redding IMD – 1122 NPI - 1194743088	**282.00**	57.00 74.00 142.00 Negotiated
SNF/STP	***Room and Board Rate/Per Diem****	***County Supplemental Rate***
Crestwood Manor Stockton SNF/STP – 1104 NPI - 1730128174	Medi-Cal Published Rate *Indigent/Medi-Cal Ineligible	72.00 105.00 141.00 Negotiated
Crestwood Manor Modesto SNF/STP - 1112 NPI - 1508884487	Medi-Cal Published Rate *Indigent/Medi-Cal Ineligible	72.00 105.00 141.00 Negotiated
Crestwood Manor - Fremont Alameda SNF/STP - 1134 NPI - 1902828403	Medi-Cal Published Rate *Indigent/Medi-Cal Ineligible	72.00 116.00 167.00 Negotiated
SNF	***Room and Board Rate/Per Diem****	***County Supplemental Rate***
Crestwood Treatment Center Fremont SNF - 1120 NPI - 1942228838	Medi-Cal Published Rate *Indigent/Medi-Cal Ineligible	167.00 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.

12/18/2023

CRESTWOOD BEHAVIORAL HEALTH, INC. *7/1/2024*

Mental Health Rehabilitation Centers		***Room and Board/Per Diem****
Crestwood Center	Level 1	423.00
Sacramento MHRC - 1106	Level 2	384.00
NPI - 1356411656	Level 3	349.00
Crestwood Behavioral Health Ctr	Level 1	461.00
San Jose MHRC - 1107	Level 2	370.00
NPI - 1376623256	Level 3	360.00
Crestwood Behavioral Health Ctr		363.00
Eureka MHRC - 1110		
NPI - 1124046008		
Crestwood Behavioral Health Ctr	Level (1:1)	782.00
Bakersfield MHRC - 1115	Level 1	423.00
NPI - 1275610800	Level 2	384.00
	Level 3	347.00
	Level 1	413.00
Crestwood C.E.N.T.E.R.	Level 2	329.00
Angwin MHRC - 1116	Level 3	274.00
NPI - 1316024953		
	Level 1	537.00
Kingsburg Healing Center	Level 2	475.00
Kingsburg MHRC - 1140	Level 3	404.00
NPI – 1073989661	Bedhold**	
	Level 1	425.00
Crestwood Recovery and Rehab	Level 2	361.00
Vallejo MHRC - 1141	Level 3	319.00
NPI - 1508935834		
	Level 1	529.00
Crestwood San Diego	Level 2	453.00
San Diego MHRC - 1154	Level 3	378.00
NPI - 1295146934	Bedhold**	

*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 current client's level/rate

12/18/2023

	Level 1	529.00
Crestwood Chula Vista	Level 2	453.00
Chula Vista MHRC - 1164	Level 3	378.00
NPI - 1023495181	Bedhold**	
San Francisco Healing Center		563.00
San Francisco MHRC - 1166	Bedhold**	
NPI - 1447758024		
	Level 1	529.00
Fallbrook Healing Center	Level 2	454.00
Fallbrook Healing - 1167	Level 3	378.00
NPI - 1639738297	Bedhold**	
Champion Healing Center	Level 1	588.00
Lompoc Healing Center - 1170	Level 2	498.00
NPI - 31487282273	Level 3	413.00

*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 current client's level/rate

CRESTWOOD BEHAVIORAL HEALTH, INC. *7/1/2024*

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	1,047.00	1,097.00
Crestwood Psychiatric Health Facility Sacramento PHF - 1156 NPI - 1669734075	1,047.00	1,097.00
Crestwood Psychiatric Health Facility San Jose PHF - 1157 NPI - 1598065047	1,205.00	1,255.00
Crestwood Psychiatric Health Facility Bakersfield PHF - 1158 NPI - 1194034645	1,065.00	1,115.00
Crestwood Solano PHF Psych Health Facility Solano PHF - 1159 NPI - 1780009142	1,128.00	1,178.00
Crestwood Sonoma PHF Psych Health Facility Sonoma PHF - 1175 NPI - 1043848831	1,125.00	1,175.00
Crestwood San Luis Obispo PHF Psych Health Facility San Luis Obispo PHF - 1171 NPI - 1629771811	1,001.32	1,051.32

* 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.

12/18/2023

CRESTWOOD BEHAVIORAL HEALTH, INC. *7/1/2024*

Adult Residential Facilities/Social Rehabilitation Centers*	***County Supplemental Rate***
Pathways Eureka Pathways, Social Rehab - 1125 NPI - 1811374564	240.00
Our House Solano Our House ARF - 1136 NPI - 1750452199	182.00
Bridge Program - Bakersfield Bakersfield Bridge, Social Rehab - 1137 NPI - 1265501597	250.00
American River Residential Services American River ARF - 1139 NPI - 1104905645	182.00
Bridge Program - Pleasant Hill Pleasant Hill Bridge ARF - 1143 NPI - 1669543005	182.00
The Pathway Pleasant Hill Pathway, Social Rehab - 1144 NPI – 1578634911	237.00
Bridge Program Fresno Fresno Bridge, Social Rehab - 1145 NPI - 1093892663	239.00
Crestwood Hope Center Vallejo RCFE - 1152 NPI - 1962702324	182.00
Hummingbird Healing House San Diego, Social Rehab – 1168 NPI - 1992206734	230.00

* 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.

12/18/2023

PLUMAS COUNTY
BEHAVIORAL HEALTH DEPARTMENT
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Che Shannon, Management Analyst II**
MEETING DATE:	**June 4, 2024**
SUBJECT:	**Approve and authorize Chair to sign an agreement between Plumas County Behavioral Health and North Valley Behavioral Health, a locked psychiatric health facility providing therapeutic and rehabilitation services; effective July 1, 2024; not to exceed $100,000.00; (No General Fund Impact) a combination of state and federal funds; approved as to form by County Counsel.**

Recommendation:
Approve and authorize Chair to sign an agreement between Plumas County Behavioral Health and North Valley Behavioral Health, a locked psychiatric health facility providing therapeutic and rehabilitation services; effective July 1, 2024; not to exceed $100,000.00; (No General Fund Impact) a combination of state and federal funds; approved as to form by County Counsel.

Background and Discussion:
North Valley Behavioral Health is a locked psychiatric health facility providing therapeutic and rehabilitation services in a no-hospital 24 hour inpatient setting, serving individuals experiencing an acute psychiatric-episode crisis.

Action:

Approve and authorize Chair to sign an agreement between Plumas County Behavioral Health and North Valley Behavioral Health, a locked psychiatric health facility providing therapeutic and rehabilitation services, effective July 1, 2024; not to exceed $100,000.00.

Fiscal Impact:

No General Fund Impact a combination of state and federal funds

Attachments:
1. 3173 Final - NVBH_Plumas County

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 $100,000. 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, 2024, 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 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 LMFT 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.

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 Director
Date signed:

APPROVED AS TO CONTENT:

By:
Name: Greg Hagwood
Title: Chair, Board of Supervisors
Date signed:

ATTEST:

_____
Name: Allen Hiskey
Title: Chair, Board of Supervisors

Approved as to form:
_____
Sara James, Attorney
County Counsel's Office

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, 2024.

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: Arne Hyson
Title: Behavioral Health 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: 8/13/24

EXHIBIT A - SCOPE OF WORK

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

North Valley Behavioral Health

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

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

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

Patients will be discharged or transferred from this facility when:

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

The patient no longer meets criteria for an involuntary hold.

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

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

The length of stay at the North Valley PHF is planned to meet the acute psychiatric needs

of the patients referred to the program. North Valley will accept both voluntary and involuntary patients who meet the admission criteria for the program.

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

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

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

Stabler Lane Behavioral Health

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

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

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

Program Goals

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

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

Program Objectives

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

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

Admission Criteria and Process

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

By reason of the Welfare and Institutions Code (WIC) 5150, law enforcement is permitted to detain and transport a mentally disordered person against their will for purposes of obtaining a psychiatric evaluation by completing the form 5150. At this point, the form is only an application and permits detainment and transportation of the person, but does not permit an automatic admission of the person to a psychiatric facility without first receiving a thorough psychiatric assessment by a professional person in charge of a facility, designated by the county for evaluation and treatment,

such as designated mobile crisis teams, or county contracted crisis workers stationed in the local EDs for such a purpose.
When a patient arrives at the ED, either by law enforcement or other means, he or she is immediately assessed by the ED MD for physical concerns and then referred to the licensed mental health professional (LMHP) for a psychiatric consult. In keeping with WIC 5151, the designated

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

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

The patient is transported via ambulance to the PHF where upon arrival, the patient is processed on to the unit and oriented to the unit by the charge nurse on duty utilizing approved admission procedures as defined and set forth in the SLBH PHF's Nursing Manual. Patients often arrive late at night, in an effort to minimize EDs impacted with patient's waiting for placement, and are eager to go to bed. After a thorough admission

process has occurred, the patient is assigned a room and seen for evaluation by the psychiatrist in the morning (always within 24 hours) to determine/confirm diagnosis, medication and treatment plan.

Average Length of Stay

Once admitted to a psychiatric inpatient unit only the psychiatrist or psychologist can break the hold before the completion of the 72-hour timeframe. It is the exception that an Initial 5150 evaluation occurs at the PHF. Except in an emergency, as stated above, all are referred to the local Emergency Departments for medical clearance and assessment by an LMHP.

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

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

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

Program Services

The program will offer:

1. Intensive psychiatric care to intervene in a psychiatric crisis/episode or other acute mental health problems.

2. Stabilization and maintenance or improvement in the mental health condition and functioning ability of patients.
3. Coordinated care and referrals to other services.

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

1. Psychiatric assessment and evaluation of admitting condition
2. Crisis intervention
3. Medication evaluation, management and education
4. Health monitoring and treatment interventions as indicated
5. On-going multi-disciplinary evaluation and treatment planning
6. Individual and group therapy
7. Social work/Case management
8. Therapeutic activities
9. Utilization of therapeutic milieu
10. Rehabilitation services (including but not limited to anger management, coping skills, recreation therapy, relaxation therapy, depression awareness)
11. Discharge planning/aftercare services

Discharge Criteria

The interdisciplinary team members will utilize the following discharge criteria:

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

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

Organization Plan

Stabler Lane Behavioral Health will utilize a professional staff model to organize its medical and other professional staff. Members of the professional staff will provide psychiatric assessments, medication management, medical supervision and psychiatric treatment to patients under their care. All members of the professional staff will meet the Short/Doyle Medi-Cal requirements for qualified mental health professionals.

Additionally, a qualified Clinical Director will supervise the overall quality of care and coordinate the professional staff's involvement in the program.

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

Social Workers will provide individual and group therapy, casework and discharge planning for the patients in the program. Recreational Therapy staff will provide structured activities and rehabilitation services as needed. New hires will be oriented and trained within 60 days of employment and on-going staff training will be scheduled on a monthly basis to keep staff current on mental health issues and methods.

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

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

EXHIBIT B – FEE SCHEDULE
FY 24/25 Daily Rates

North Valley Behavioral Health Facility & Stabler Lane Behavioral Health

$1129.00 Daily Rate

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.

PLUMAS COUNTY
BEHAVIORAL HEALTH DEPARTMENT
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Che Shannon, Management Analyst II**
MEETING DATE:	**June 4, 2024**
SUBJECT:	**Approve and authorize Chair to sign an agreement between Plumas County Behavioral Health and Plumas County Public Health Seniors Connection providing health services to homebound seniors; effective July 1, 2024; not to exceed 95,000.00; (No General Fund Impact) Mental Health Services Act Funds; approved as to form by County Counsel.**

Recommendation:
Approve and authorize Chair to sign an agreement between Plumas County Behavioral Health and Plumas County Public Health Seniors Connection providing health services to homebound seniors; effective July 1, 2024; not to exceed 95,000.00; (No General Fund Impact) Mental Health Services Act Funds; approved as to form by County Counsel.

Background and Discussion:
A prevention program to provide treatment for homebound seniors. Seniors are visited by a Public Health education specialist screening for early signs of depression or other mental illness.

Action:

Approve and authorize Chair to sign an agreement between Plumas County Behavioral Health and Plumas County Public Health Seniors Connection providing health services to homebound seniors; effective July 1, 2024; not to exceed 95,000.00

Fiscal Impact:

(No General Fund Impact) Mental Health Services Act Funds

Attachments:
1. 4266_001

Memorandum of Understanding

This Memorandum of Understanding (MOU) is between **Plumas County Public Health Agency** (hereinafter referred to as "Public Health") and **Plumas County Behavioral Health Department** (hereinafter referred to as "Behavioral Health").

The parties agree as follows:

1. Scope of Work. Public Health shall provide services to Behavioral Health as set forth in Exhibit A – Scope of Work, attached hereto.

2. Compensation. Behavioral Health shall pay Public Health for Work as provided and detailed in Exhibit B – Fee Schedule, attached hereto. The total amount paid by Behavioral Health to Public Health under this MOU shall not exceed ninety-five thousand dollars ($95,000.00).

3. Term. The term of this MOU commences July 1, 2024, and shall remain in effect through June 30, 2025, unless terminated earlier pursuant to this MOU.

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

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

Public Health:
Nicole Reinert, Director
Plumas County Public Health Agency
270 County Hospital Road, Suite 206
Quincy, CA 95971

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

[SIGNATURES FOLLOW ON NEXT PAGE

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective authorized officers.

PUBLIC HEALTH:

By: NReinert
Nicole Reinert, Director

Date: 5/1/24

BEHAVIORAL HEALTH:

By: Sharon R. Sousa, LMFT
Sharon Sousa, Director

Date: 04/19/2024

ATTEST:

By: _____
Allen Hiskey, Clerk of the Board

Date: _____

APPROVED AS TO CONTENT:

By: _____
Greg Hagwood, Chair
Plumas County Board of Supervisors

Date: _____

Approved as to form:

_____
Joshua Brechtel, Attorney
County Counsel's Office

BUSINESS ASSOCIATE AGREEMENT

This Agreement is made by and between PLUMAS COUNTY PUBLIC HEALTH AGENCY (hereinafter referred to as "Public Health") and PLUMAS COUNTY BEHAVIORAL HEALTH DEPARTMENT (hereinafter referred to as "Behavioral Health"), dated July 1, 2024.

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:	Nicole Reinert
Title:	Director	Title:	Director
Address:	Plumas County Behavioral Health 270 County Hospital Road, Ste 109 Quincy, CA 95971	Address:	Plumas County Public Health Agency 270 County Hospital Road, Ste 206 Quincy, CA 95971
Signed:	Sharon R. Sousa, LMFT	Signed:	NReinert
Date:	04/19/2024	Date:	5/7/24

EXHIBIT A - SCOPE OF WORK

Plumas County Public Health Agency – Senior Connections Program

This MHSA-funded prevention program employs strategies of improving timely access to services for underserved populations and access and linkage to treatment through support of home visits by a public health education senior specialist to homebound seniors, screening participants for early signs of depression or other mental illness.

This approach provides staff of Senior Connections the opportunity to quickly identify individuals who may otherwise remain underserved and may need a referral for a mental health intake and assessment. The program also connects seniors to the greater community in an effort to combat isolation and to improve whole health outcomes through social connection and education.

The program enhances ongoing collaboration and partnerships with Behavioral Health and other key community partners to provide this underserved population with access and linkage to mental health services, thereby increasing timely access. These activities and strategies will decrease negative outcomes of prolonged suffering that may result from untreated mental illness in homebound seniors.

Projected number of the targeted population to be served in each age category:

Children and their families (0-15)	
Transition Age Youth (TAY) (16-25)	
Adult (26-59)	
Older Adult (60+)	≤200

Activity 1: Home Visiting & Screening to Isolated Seniors

Visit 100-200 low-mobility individuals in their homes in order to relieve isolation and decrease prolonged suffering of depression, anxiety, or other potential health related issues, broadening access to health and social services, and connecting them to community.

A brief screening tool (PHQ-2) will be administered to assess for depression, and each home-bound meal recipient will be asked if they are receiving mental health services. In addition, a brief health history questionnaire including recent ER visits, sleeping and eating habits, living arrangement, and support systems will be provided. As needed, based on these surveys, seniors will be referred for mental health intake and assessment at Plumas County Behavioral Health, their primary care physician, or other access to supports available to meet their needs.

Community Practices or Standard:
Homebound seniors will receive a visit in their residences in order to reduce barriers to receiving help and resources. Low-mobility seniors enrolled for homebound meals will automatically be eligible for enrollment in home visiting.

Evidence-based Standard:
All seniors will receive the PHQ-2 evidence-based questionnaire to screen for depression.

As Related to Mental Health:
Addresses prolong suffering by reducing negative outcomes of isolation, anxiety, depression, and promotes seeking mental and physical health care through referrals, while increase timely access and linkage through partnership with PCBH and primary care providers.

Measures/Performance Indicators:
- Home visit count
- Referral count
- Results of referral follow-up survey

Methods of Collecting Data:
- Intake from Senior Nutrition to determine eligibility
- Brief health history questionnaire
- PHQ-2
- Referral submitted to PCBH or other agency providing mental health services
- Phone or in-person referral follow-up survey
- MHSA demographics forms for participants

Activity 2: Providing Seniors with Education & Help to Access Resources
Promote health maintenance, restorative care, illness prevention, education of chronic illnesses, and functional/self-care independence through newsletter articles, handouts delivered with home visits or meals, and wellness events (i.e. screening events, health education events), including Senior Summit event(s), and promoting/coordinating senior activities in Plumas County.

Promising Practices/Community Practices or Standards:
Provide verbal and written information and resources to participants to access services at their discretion to empower them with knowledge in how to access resources, while still maintaining a supportive and trusted rapport with participants.

As Related to Mental Health:
Addresses prolong suffering by reducing negative outcomes of isolation, anxiety and depression, and providing resources to improve quality of life.

Performance Indicators:
List of materials provided for each client
Follow-up survey on material or event usefulness

Methods of Collecting Data:

Materials usefulness survey by phone or in person
Survey for events held at culmination of event

Activity 3: Plumas County Senior Resource Workgroup & Resource Coordination
Act as catalyst for, and engage directly in, resource coordination within Plumas County Public Health Agency, Plumas County community-based organizations, and involved individuals to utilize and provide support services and resources to the target population.

Promising Practices/Community Practices or Standards:
Utilize current resources or engage stakeholders to find resources for seniors in need.

As Related to Mental Health:
Support through community connections improves the seniors' self-sufficiency and ability to remain in their homes longer, which reduces depression and anxiety and increases their quality of life.

Performance Indicators:
Count of services coordinated by Senior Connections
Count of Workgroup participants

Methods of Collecting Data:
Line items of services provided for seniors
Senior Resource Workgroup meeting agenda
Senior Resource Workgroup meeting minutes

EXHIBIT B - FEE SCHEDULE

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

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

Up to 10% of any category may be transferred for use in another category at the discretion of the Contractor. Any transfer greater than this amount requires written approval by Plumas County Behavioral Health.

Program Category	Description of Cost	Not to Exceed:
Personnel	Health Education Specialist at .75 FTE	$69,207.00
	Health Education Coordinator at .02 FTE	$10,000.00
Supplies	Phone Service	$150.00
	Printing (Copier fees)	$350.00
Travel	In County mileage	$1000.00
	Out of County	$1000.00
Other	Outreach Activities	$5000.00
	ASA Membership	$293.00
Indirect		$8,000.00
Total for Year 1		**$95,000.00**

The budget is minimal and only consists of personnel, office costs, outreach supplies, travel, and education. All are associated with Activities 1, 2, and 3.

Personnel (.77 FTE): $60,600.00

Health Education Specialist (.75 FTE): $58,250.00
The MHSA home visitor provides assessments and referrals, and connects seniors to health services, resources, and the community.

Health Education Coordinator (.02 FTE): $2,350.00
Office assistance and support in program planning and reporting.

Supplies: $500.00
Phone Service: $150

Printing – copier fees $350

Travel: $2,000.00
In-County (home visiting & resource coordination): $1,000
Out of county (resource coordination and training): $1,000

Outreach Activities: $5,000
Materials to educate seniors and/or their families in home or at congregate sites about relevant issues that can affect their quality of life and increase their risks of depression and anxiety.

ASA Annual Membership: $293.00
Membership for staff to receive unlimited education from ASA on important issues for the aging population (Alzheimer's, isolation, caregiver support, co-morbidities, housing, etc.) in order to be an informed support to Senior Connections clients.

Indirect: $8,000.00
For fiscal support, A87 overhead, and administrative costs.

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 MOU.
   c) Bear the Contractor MOU 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.

PLUMAS COUNTY
SOCIAL SERVICES DEPARTMENT
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Janell Sommer, Staff Services Specialist**
MEETING DATE:	**June 4, 2024**
SUBJECT:	**Approve and authorize Chair to sign an agreement between Plumas County Department of Social Service and Environmental Alternatives for the operation of the Transitional Housing Program-Plus for transitional foster youth; effective 7/1/24-6/30/25; not to exceed $58,416.00; (No General Fund Impact) Realignment Funds; approved as to form by County Counsel.**

Recommendation:
Approve and authorize Chair to sign an agreement between Plumas County Department of Social Service and Environmental Alternatives for the operation of the Transitional Housing Program-Plus for transitional foster youth; effective 7/1/24-6/30/25; not to exceed $58,416.00; (No General Fund Impact) Realignment Funds; approved as to form by County Counsel.

Background and Discussion:
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 Chair to sign an agreement between Plumas County Department of Social Service and Environmental Alternatives for the operation of the Transitional Housing Program-Plus for transitional foster youth; effective 7/1/24-6/30/25; not to exceed $58,416.00; (No General Fund Impact) Realignment Funds; approved as to form by County Counsel.

Fiscal Impact:

(No General Fund Impact) 100% reimbursed from CWS Realignment Funds.

Attachments:
1. 3227 FINAL EA

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, 2024 and shall remain in effect through June 30, 2025, 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":

Christine Renteria, Fiscal ~ Office Supervisor
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:_____
Greg Hagwood, Chair
Board of Supervisors
Date signed:_____

ATTEST:

By:_____
Allen Hiskey, Clerk of the Board
Date signed:_____

Approved as to form:

_____
Sara James, Attorney
County Counsel's Office

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, 2024 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, 2024 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:	**Janell Sommer, Staff Services Specialist**
MEETING DATE:	**June 4, 2024**
SUBJECT:	**Approve and authorize Chair to sign an agreement between Plumas County the Department of Social Services and Plumas Rural Services Nurturing Parent In-Home classes offered to parents of children who are in the Child Welfare system: effective 7/1/24-6/30/25; not to exceed $56,000.00; (No General Fund Impact) for CWS system improvement and from 2011 Public Safety Realignment; approved as to form by County Counsel.**

Recommendation:

Approve and authorize Chair to sign an agreement between Plumas County the Department of Social Services and Plumas Rural Services Nurturing Parent In-Home classes offered to parents of children who are in the Child Welfare system: effective 7/1/24-6/30/25; not to exceed $56,000.00; (No General Fund Impact) for CWS system improvement and from 2011 Public Safety Realignment; approved as to form by County Counsel.

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 Chair to sign an agreement between Plumas County the Department of Social Services and Plumas Rural Services Nurturing Parent In-Home classes offered to parents of children who are in the Child Welfare system: effective 7/1/24-6/30/25; not to exceed $56,000.00; (No General Fund Impact) for CWS system improvement and from 2011 Public Safety Realignment; approved as to form by County Counsel.

Fiscal Impact:

(No General Fund Impact) CWS system improvement and from 2011 Public Safety Realignment.

Attachments:

1. 3246 FINAL NP in home

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, 2024, through June 30, 2025, 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: Christine Renteria, Fiscal ~ Office Supervisor

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: Paula Johnston
Title: Interim 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:_____
Greg Hagwood, Chair
Board of Supervisors
Date signed:_____

ATTEST:

By:_____
Clerk of the Board of Supervisors

Approved as to form:

_____
Sara James, Attorney
County Counsel's Office

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:**	**$1175.00**
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
SOCIAL SERVICES DEPARTMENT
MEMORANDUM

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

FROM: **Christine Renteria, Office Supervisor**

MEETING DATE: **June 4, 2024**

SUBJECT: **Approve and authorize Chair to sign an agreement between Plumas County Department of Social Services and Plumas Rural Services for Nurturing Parenting in class parenting classes offered to parents of children who are in the Child Welfare system; effective 7/1/24 to 06/30/25; not to exceed $17,200; (No General Fund Impact) CWS system improvement and from 2011 Public Safety Realignment; approved as to form by County Counsel.**

Recommendation:

Approve and authorize Chair to sign an agreement between Plumas County Department of Social Services and Plumas Rural Services for Nurturing Parenting in class parenting classes offered to parents of children who are in the Child Welfare system; effective 7/1/24 to 06/30/25; not to exceed $17,200; (No General Fund Impact) CWS system improvement and from 2011 Public Safety Realignment; approved as to form by County Counsel.

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 14 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 life skills for being a responsible parent is 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 Chair to sign an agreement between Plumas County Department of Social Services and Plumas Rural Services for Nurturing Parenting in class parenting classes offered to parents of children who are in the Child Welfare system; effective 7/1/24 to 06/30/25; not to exceed $17,200; (No General Fund Impact) CWS system improvement and from 2011 Public Safety Realignment; approved as to form by County Counsel.

Fiscal Impact:

(No General Fund Impact) CWS system improvement and from 2011 Public Safety Realignment

Attachments:

1. 3247 FINAL NP

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 SEVENTEEN THOUSAND TWO HUNDRED DOLLARS ($17,200.00).

3. Term. The term of this Agreement commences July 1, 2024, 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.

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: Christine Renteria, Fiscal ~ Office Supervisor
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: Paula Johnston
Title: Interim 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: _____
Greg Hagwood, Chair
Board of Supervisors
Date signed: _____

ATTEST:

By: _____
Clerk of the Board of Supervisors

Approved as to form:

_____
Sara James, Attorney
County Counsel's Office

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:**	**$250.00**
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:	**Christine Renteria, Office Supervisor**
MEETING DATE:	**June 4, 2024**
SUBJECT:	**Approve and authorize Chair to sign an agreement between Plumas County Department of Social Services and Plumas Rural Services, Inc. for Anger Management and Batterer Classes provided for families in the Child Welfare System; effective 7/1/24-6/30/25; not to exceed $20,000.00; (No General Fund Impact) includes Federal Family Preservation funding and State CWS System Improvement funds; approved as to form by County Counsel.**

Recommendation:

Approve and authorize Chair to sign an agreement between Plumas County Department of Social Services and Plumas Rural Services, Inc. for Anger Management and Batterer Classes provided for families in the Child Welfare System; effective 7/1/24-6/30/25; not to exceed $20,000.00; (No General Fund Impact) includes Federal Family Preservation funding and State CWS System Improvement funds; approved as to form by County Counsel.

Background and Discussion:

The provision of anger management support has been a long-standing element in the Department of Social Services' set of supportive services for children and their families when they are in the Child Welfare system. Since the initiation of Federal funding for services connected with preservation of safe and stable families, the Department has kept such an element in our Child Welfare Services Outcome and System Improvement Plans. The plan, which has been approved by the state continues to set aside funds for Family Preservation Services.

With that background in place, the Department requests that the Board of Supervisors approve a contract with Plumas Rural Services, continuing the delivery of anger management services for FY 2024-2025.

Action:

Approve and authorize Chair to sign an agreement between Plumas County Department of Social Services and Plumas Rural Services, Inc. for Anger Management and Batterer Classes provided for families in the Child Welfare System; effective 7/1/24-6/30/25; not to exceed $20,000.00; (No General Fund Impact) includes Federal Family Preservation funding and State CWS System Improvement funds; approved as to form by County Counsel.

Fiscal Impact:

(No General Fund Impact) includes Federal Family Preservation funding and State CWS System Improvement funds

Attachments:

1. 3245 FINAL BATTERER

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 TWENTY THOUSAND DOLLARS ($20,000.00).

3. Term. The term of this Agreement shall be from July 1, 2024, through June 30, 2025, 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: Christine Renteria, Fiscal ~ Office Supervisor

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.

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: Paula Johnston
Title: Interim 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:_____
Greg Hagwood, Chair
Board of Supervisors
Date signed:_____

ATTEST:

By:_____
Clerk of the Board of Supervisors

Approved as to form:

_____
Sara James, Attorney
County Counsel's Office

EXHIBIT A

SCOPE OF WORK

The Contractor must possess and maintain a working knowledge of the current best practices in Batterer's Intervention, anger management and have a comprehensive understanding of the issues related to case management of such services. The scope of work includes intake and assessments with batterer's intervention, anger management. 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 Batterer's intervention and anger management.
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 weekly classes to meet case plan goals.

REPORTING REQUIREMENTS

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

1. Required pre and post batterer's intervention, anger management assessments.
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 parents/caregivers served during the reporting period;
   g. Total number of class sessions held;
   h. Number of sessions attended per client;
   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

PRS will invoice the County for the full course at the on-set of services. In no event shall the total of the invoices received during the term of this Agreement exceed $20,000.00, unless modified pursuant to the terms of this Agreement.

Plumas Rural Services Budget

Fees are as follows:	
8-week Anger Management/person	**$ 400.00**
16-week Anger Management/person	**$ 800.00**
52-week Batterers intervention/person	**$ 2,495.00**
EXPENSES, per this Agreement, not to exceed:	**$ 20,000.00**

PLUMAS COUNTY
SOCIAL SERVICES DEPARTMENT
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Christine Renteria, Office Supervisor**
MEETING DATE:	**June 4, 2024**
SUBJECT:	**Approve and authorize Chair to sign an agreement between Plumas County Department of Social Services and Plumas Rural Services for CalWORKs child care services; effective July 1, 2024 to June 30, 2025; not to exceed $233,129.00; (No General Fund Impact) State and Federal funds; approved as to form by County Counsel.**

Recommendation:
Approve and authorize Chair to sign an agreement between Plumas County Department of Social Services and Plumas Rural Services for CalWORKs child care services; effective July 1, 2024 to June 30, 2025; not to exceed $233,129.00; (No General Fund Impact) State and Federal funds; approved as to form by County Counsel.

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

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

Action:

Approve and authorize Chair to sign an agreement between Plumas County Department of Social Services and Plumas Rural Services for CalWORKs child care services; effective July 1, 2024 to June 30, 2025; not to exceed $233,129.00; (No General Fund Impact) State and Federal funds; approved as to form by County Counsel.

Fiscal Impact:

(No General Fund Impact) the funds for child care are from state and Federal sources.

Attachments:
1. 3248 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 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, 2024, through June 30, 2025, 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: Christine Renteria, Fiscal ~ Office Supervisor

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.

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

CONTRACTOR:

Plumas Rural Services, a California Corporation

By:_____
Name: Paula Johnston
Title: Interim 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: Greg Hagwood, Chair
Title: Board of Supervisors
Date signed:

ATTEST:

By:_____
Allen Hiskey, Clerk of the Board
Date signed:_____

Approved as to form:
Craig Settlemire
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, 2024, to June 30, 2025
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
CLERK OF THE BOARD OF SUPERVISORS
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Allen Hiskey, Clerk of the Board**
MEETING DATE:	**June 4, 2024**
SUBJECT:	**Adopt RESOLUTION Designating the Plumas County Arts Commission (also known as Plumas Arts) as the local cultural planning agency for Plumas County and authorizing the application to the California Arts Council State-Local Partnership Program; approved as to form by County Counsel. Roll call vote**

Recommendation:

Adopt **RESOLUTION** Designating the Plumas County Arts Commission (also known as Plumas Arts) as the local cultural planning agency for Plumas County and authorizing the application to the California Arts Council State-Local Partnership Program; approved as to form by County Counsel. **Roll call vote**

Background and Discussion:

Annually the Plumas County Arts Commission requests this resolution be signed by the Board for the SLP.

Action:

Adopt **RESOLUTION** Designating the Plumas County Arts Commission (also known as Plumas Arts) as the local cultural planning agency for Plumas County and authorizing the application to the California Arts Council State-Local Partnership Program; approved as to form by County Counsel. **Roll call vote**

Fiscal Impact:

No General Fund Impact.

Attachments:

1. 3284 FINAL

RESOLUTION NO. _____

A RESOLUTION DESIGNATING THE PLUMAS COUNTY ARTS COMMISSION (ALSO KNOWN AS PLUMAS ARTS) AS THE LOCAL CULTURAL PLANNING AGENCY FOR PLUMAS COUNTY AND AUTHORIZING THE APPLICATION TO THE CALIFORNIA ARTS COUNCIL STATE-LOCAL PARTNERSHIP PROGRAM

WHEREAS, the California Arts Council and the California State Legislature have established a State-Local Partnership Program designed to encourage local cultural planning, partnering, and decision-making and to reach previously under-served constituents; and

WHEREAS, Plumas Arts has served Plumas County as the local arts planning, partnering, and programming designee to the California Arts Council State-Local Partnership Program with exemplary programming and service since 1981; and

WHEREAS, Plumas Arts has continuously provided arts programs and services in all communities of Plumas County and to other cultural and tourism organizations to further the arts, community, economy, and quality of life.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of the County of Plumas, State of California, the board does hereby designate Plumas Arts to serve as Plumas County's local art planning and programming agency no and forevermore and authorizes the current application to the California Arts Council State-Local Partnership Program.

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 **June 4, 2024.**

AYES:

NOES:

ABSENT:

Adopted:

_____
Greg Hagwood, Chair
District 4 Supervisor

Attest:

_____
Allen Hiskey
Clerk of the Board of Supervisors

Approved as to form:
Craig Settlemire
Counsel

PLUMAS COUNTY
SHERIFFS DEPARTMENT
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Roni Towery**
MEETING DATE:	**June 4, 2024**
SUBJECT:	**Approve and authorize Chair to ratify and sign an agreement between Plumas County Sheriff's Office and A&P Helicopters, Inc.; effective June 1, 2024, for marijuana eradication; not to exceed $75,000.00; (No General Fund Impact) Grant funded (70348); approved as to form by County Counsel.**

Recommendation:

Approve and authorize Chair to ratify and sign an agreement between Plumas County Sheriff's Office and A&P Helicopters, Inc.; effective June 1, 2024, for marijuana eradication; not to exceed $75,000.00; (No General Fund Impact) Grant funded (70348); approved as to form by County Counsel.

Background and Discussion:

Contract for providing Sheriff's Office with an appropriately licensed and insured helicopter and pilot for the following services: Marijuana reconnaissance; External and internal removal of personnel; Short Haul/Stabo transportation for certified employees, equipment, contraband, and ground support staff; Fuel truck and licensed driver as needed.

Action:

Approve and authorize Chair to ratify and sign an agreement between Plumas County Sheriff's Office and A&P Helicopters, Inc.; effective June 1, 2024, for marijuana eradication; not to exceed $75,000.00; (No General Fund Impact) Grant funded (70348); approved as to form by County Counsel.

Fiscal Impact:

No general fund impact. Grant funded (70348).

Attachments:

1. A&P Helicopters 2024 Rate Sheet
2. A&P Helicopters 3230 FINAL

A & P Helicopters, Inc.
2024 Rate Sheet

Below is a list of our rates for 2024. Helicopters will be billed at the hourly rate listed to the nearest tenth of an hour. Billing starts when the helicopter starts and ends when the helicopter shuts down. There is a 3-hour minimum charge per helicopter per day. Trucks are billed at a daily rate with an associated rate per mile driven. Additional equipment is available for rent at the daily rate listed.

Helicopter Houry Rates				
Make	Model	Passengers	Payload (lbs)	Hourly Rate
Bell	206BIII	3	800	$1,450
Bell	407	5	2,000	$2,450
Bell	UH-1H	0	3,400	$3,200
Bell	212S	9	3,800	$3,950
MD	500D	3	1,000	$1,700

Truck Rates			
Type	Capacity	Mileage	Rate
Fuel	<1200 Gallons	$3/mile	$800/day
Fuel	>1200 Gallons	$4/mile	$1,000/day
Delivery	N/A	$1/mile	$40/hour
Mechanic	N/A	$1/mile	$65/hour

Equipment Rates	
Equipment	Daily
Air Chair	$500
Concrete Bucket	$250
Wire Dolley	$500
Seed Bucket	$500
Spill Containment	$750

Other Rates	
Item	Rate
Overnight (per employee)	$250/Day
Camera/Lidar Install	$400

Delivery Fee: If a second truck is required to deliver equipment, a delivery fee will be charged at the listed hourly and mileage rate.

Standby Fee: For 14 CFR Part 135 Charter flights we charge a standby fee of $200 per hour when the helicopter is not flying.

Cancellation Policy: If flights are cancelled with less than 24-hour notice we will charge the 3-hour minimum charge for the associated helicopter.

Organization: _____ Representative: _____

Signature: _____

Date: 1/19/2024
Expires: 12/31/2024

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 A&P Helicopters, Inc. (hereinafter referred to as "Contractor").

The parties agree as follows:

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

2. Compensation. County shall pay Contractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit B and B-1, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed Seventy-Five Thousand Dollars ($75,000.00).

3. Term. The term of this agreement shall be from June 1, 2024, through May 31, 2025, unless terminated earlier as provided herein. County's Board of Supervisors hereby ratifies, and approves for payment, services provided by Contractor from June 1, 2024 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:

Sheriff's Office
County of Plumas
1400 East Main Street
Quincy, CA 95971
Attention: Investigations Sgt. Steve Peay

Contractor:

A&P Helicopters, Inc.
PO Box 245
Richvale, CA 95974
Attention: Vickie Compton

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:

A&P Helicopters, Inc.

By:_____
Name: Vickie Compton
Title: CEO
Date signed:

By:_____
Name: Craig Compton
Title: CFO
Date signed:

COUNTY:

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

By:_____
Name: Todd Johns
Title: Sheriff
Date signed:

By:_____
Name: Greg Hagwood
Title: Chair, Board of Supervisors
Date signed:

ATTEST:

By:_____
Name: Allen Hiskey
Title: Clerk of the Board
Date signed:

Approved as to form:
Craig Settlemire
Counsel

EXHIBIT A

Scope of Work

Contractor agrees to provide the county the following, on an as needed basis:

An appropriately licensed and insured helicopter, Hughes 500 (MD 500) and/or Bell 206 B-III Jet Ranger and licensed and insured pilot for the services requested below:

- Marijuana reconnaissance
- External and internal removal of personnel
- Short Haul/Stabo transportation for certified employees, equipment, contraband, and ground support staff (if needed)
- Fuel truck an appropriately licensed driver, as needed

EXHIBIT B

Fee Schedule

Contractor shall submit invoices to the county consistent with the fee schedule below. Invoices will include number, tachometer time, location, name of person that ordered services, date of flight, and cost breakdown. The County shall pay Contractor no later than 30 days after approval of the invoice by county staff.

See Exhibit B-1 for A&P Helicopter Inc. 2024 Rate Sheet.

EXHIBIT B-1

A & P Helicopters, Inc.
2024 Rate Sheet

Below is a list of our rates for 2024. Helicopters will be billed at the hourly rate listed to the nearest tenth of an hour. Billing starts when the helicopter starts and ends when the helicopter shuts down. There is a 3-hour minimum charge per helicopter per day. Trucks are billed at a daily rate with an associated rate per mile driven. Additional equipment is available for rent at the daily rate listed.

Helicopter Houry Rates				
Make	Model	Passengers	Payload (lbs)	Hourly Rate
Bell	206BIII	3	800	$1,450
Bell	407	5	2,000	$2,450
Bell	UH-1H	0	3,400	$3,200
Bell	212S	9	3,800	$3,950
MD	500D	3	1,000	$1,700

Truck Rates			
Type	Capacity	Mileage	Rate
Fuel	<1200 Gallons	$3/mile	$800/day
Fuel	>1200 Gallons	$4/mile	$1,000/day
Delivery	N/A	$1/mile	$40/hour
Mechanic	N/A	$1/mile	$65/hour

Equipment Rates	
Equipment	Daily
Air Chair	$500
Concrete Bucket	$250
Wire Dolley	$500
Seed Bucket	$500
Spill Containment	$750

Other Rates	
Item	Rate
Overnight (per employee)	$250/Day
Camera/Lidar Install	$400

Delivery Fee: If a second truck is required to deliver equipment, a delivery fee will be charged at the listed hourly and mileage rate.

Standby Fee: For 14 CFR Part 135 Charter flights we charge a standby fee of $200 per hour when the helicopter is not flying.

Cancellation Policy: If flights are cancelled with less than 24-hour notice we will charge the 3-hour minimum charge for the associated helicopter.

Organization: _____ Representative: _____

Signature: _____

Date: 1/19/2024
Expires: 12/31/2024

PLUMAS COUNTY
SHERIFFS DEPARTMENT
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Roni Towery**
MEETING DATE:	**June 4, 2024**
SUBJECT:	**Approve and authorize Chair to ratify and sign an agreement between Plumas County Sheriff's Office and Little Norway Marine Service, for general marine repairs and services; effective May 1, 2024; not to exceed $25,000.00; (No General Fund Impact) Grant funded (70350); approved as to form by County Counsel.**

Recommendation:

Approve and authorize Chair to ratify and sign an agreement between Plumas County Sheriff's Office and Little Norway Marine Service, for general marine repairs and services; effective May 1, 2024; not to exceed $25,000.00; (No General Fund Impact) Grant funded (70350); approved as to form by County Counsel.

Background and Discussion:

Contract to provide Sheriff's Office with general marine repairs and services.

Action:

Approve and authorize Chair to ratify and sign an agreement between Plumas County Sheriff's Office and Little Norway Marine Service, for general marine repairs and services; effective May 1, 2024; not to exceed $25,000.00; (No General Fund Impact) Grant funded (70350); approved as to form by County Counsel.

Fiscal Impact:

No General Fund Impact; Grant funded (70350)

Attachments:

1. Little Norway Marine Service

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 Little Norway Marine Service, a 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 Twenty-Five Thousand and No/100 Dollars ($25,000.00).

3. Term. The term of this agreement shall be from May 1, 2024, through April 30, 2025, unless terminated earlier as provided herein. County's Board of Supervisors hereby ratifies, and approves for payment, services provided by Contractor from May 1, 2024, to the date of approval of this Agreement by the Board of Supervisors.

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

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

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

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

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

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

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

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

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

      i. Each policy shall be endorsed to name the County, its officers, officials, employees, representatives and agents (collectively, for the purpose of this section 9, the "County") as additional insureds. The Additional Insured

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

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

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

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

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

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

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

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

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

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

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

12. Business-to-Business Relationship. Contractor represents and warrants that Contractor is an individual acting as a sole proprietor, or a business entity formed as a partnership, limited liability company, limited liability partnership, or corporation ("business service provider") that customarily provides services of the same nature as the services provided for County under this Agreement. Contractor represents and warrants that Contractor advertises these services to and contracts with entities other than County. Contractor represents and warrants that Contractor maintains a separate business location and has all required business licenses and tax registration, if any, in order to perform services under this Agreement. Contractor shall have the right to set their own hours and location of work, consistent with the nature of the services provided under this Agreement. Contractor shall determine the method, means and manner of performance of, but not limited to, such matters as outlined in Exhibit "A" without restriction by County. County is interested only in the results to be achieved from Contractor's performance of the services. Contractor shall provide their own resources and equipment and direct their operation in all respects when necessary to perform these services. Notwithstanding this Agreement, Contractor shall have the right to provide the same or similar services to entities other than the County without restriction. County shall have no authority, control, or liability regarding Contractor's performance or activities before or after each instance that Contractor may perform under this Agreement. Contractor will at all times indemnify and hold County, and their respective agents, contractors and employees harmless from any and all claims, damages, liabilities and costs (including attorneys' fees) arising out of any material breach by Contractor of any representation, warrant or agreement made by Contractor hereunder or arising out of Contractor's services.

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

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

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

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

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

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

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

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

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

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

County:

Sheriff's Office
County of Plumas
1400 E. Main Street
Quincy, CA 95971
Attention: Sarah Novak, Fiscal Officer

Contractor:

Little Norway Marine Service
3718 Big Springs Rd.
Lake Almanor, CA 96137
Attention: Keith Peterson

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:

Little Norway Marine Service, a General Partnership

By:_____
Name: Keith Peterson
Title: General Partner
Date signed:

COUNTY:

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

By:_____
Name: Todd Johns
Title: Sheriff
Date signed:

By:_____
Name: Greg Hagwood
Title: Chair, Board of Supervisors
Date signed:

ATTEST:

By:_____
Name: Allen Hiskey
Title: Clerk of the Board
Date signed:

Approved as to form:
Craig Settlemire
Counsel

EXHIBIT A

Scope of Work

1. Provide general marine repair on an as-needed basis upon request of the County. This includes, but is not limited to the following:

    a. Tune-up service

    b. Outdrive and sterndrive and replacement

    c. Engine repair and replacement

    d. Fluid changes

    e. Alternator/starter replacement

    f. Battery sales and replacement

    g. Electrical diagnostics and writing

    h. Fuel and exhausts system repair

    i. Power steering repair (pumps/services)

    j. Coolant flush

    k. Heat exchanger replacement

    l. Heads & valves repair and replacement

    m. Driveshaft and axles replacement

    n. Diagnostics, including drivability and mechanical repairs

    o. Scheduled service, maintenance, and repairs as needed

2. All work shall be provided in accordance with industry standards for high-quality marine repairs.

EXHIBIT B

Fee Schedule

1. Labor shall be charged at a rate not to exceed $150.00 per hour.

2. All parts shall be provided at fair retail value.

3. County shall be provided with an 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 of the estimate authorized by the County. If at any time Contractor believes that repairs will cost more than the County-authorized estimate, Contractor shall provide a revised estimate to County and obtain County's authorization prior to continuing repairs.

4. Contractor shall be paid per invoice 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
SHERIFFS DEPARTMENT
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Roni Towery**
MEETING DATE:	**June 4, 2024**
SUBJECT:	**Approve and authorize Chair to ratify and sign an agreement between Plumas County Sheriff's Office and Chester Auto Body & Glass, Inc., for general automotive body repair services; effective June 1, 2024; not to exceed $20,000.00; (General Fund Impact) as approved in FY23/24 budget; approved as to form by County Counsel.**

Recommendation:
Approve and authorize Chair to ratify and sign an agreement between Plumas County Sheriff's Office and Chester Auto Body & Glass, Inc., for general automotive body repair services; effective June 1, 2024; not to exceed $20,000.00; (General Fund Impact) as approved in FY23/24 budget; approved as to form by County Counsel.

Background and Discussion:
Contract to provide Sheriff's Office automotive body repair services including body repairs, frame repairs, and mechanical work as needed.

Action:

Approve and authorize Chair to ratify and sign an agreement between Plumas County Sheriff's Office and Chester Auto Body & Glass, Inc., for general automotive body repair services; effective June 1, 2024; not to exceed $20,000.00; (General Fund Impact) as approved in FY23/24 budget; approved as to form by County Counsel.

Fiscal Impact:

General Fund Impact; as approved in FY23/24 various budgets.

Attachments:
1. Chester Auto Body & Glass

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 Chester Auto Body & Glass, Inc. a California Corporation (hereinafter referred to as "Contractor").

The parties agree as follows:

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

2. Compensation. County shall pay Contractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed Twenty Thousand Dollars an No/100 ($20,000.00).

3. Term. The term of this agreement shall be from June 1, 2024, through May 31, 2025, unless terminated earlier as provided herein. County's Board of Supervisors hereby ratifies, and approves for payment, services provided by Contractor from June 1, 2024, 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:

Sheriff's Office
County of Plumas
1400 E. Main Street
Quincy, CA 95971
Attention: Sarah Novak

Contractor:

Chester Auto Body & Glass, Inc.
PO Box 468
Chester, CA 96020
Attention: Sean Langrehr

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:

Chester Auto Body & Glass, Inc. A California Corporation

By:_____
Name: Sean Langrehr
Title: CEO
Date signed:

By:_____
Name: Elise Langrehr
Title: Secretary
Date signed:

COUNTY:

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

By:_____
Name: Todd Johns
Title: Sheriff
Date signed:

By:_____
Name: Greg Hagwood
Title: Chair, Board of Supervisors
Date signed:

ATTEST:

By:_____
Name: Allen Hiskey
Title: Clerk of the Board of Supervisors
Date signed:

Approved as to form:
Craig Settlemire
Counsel

EXHIBIT A

Scope of Work

1. Provide the following automotive body repair services on an as-needed basis upon request of the County:

    a. Body repair and refinishing of automobiles and light trucks

    b. Frame repairs of automobiles and light trucks

    c. Mechanical work as needed in conducting body repairs

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 the following rates:
    a. Auto body and paint $95 per hour
    b. Frame labor $115 per hour
    c. Mechanical labor $125 per hour
    d. Marine labor $130 per hour
    e. Aluminum repair labor $130 per hour
2. Parts shall be charged at the following rates:
    a. Paint and materials $55 per hour
    b. Body parts and supplies at Contractor's cost plus 25%
3. 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.
4. 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
SHERIFFS DEPARTMENT
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Roni Towery**
MEETING DATE:	**June 4, 2024**
SUBJECT:	**Approve and authorize Chair to ratify and sign an agreement between Plumas County Sheriff's Office and Current Electric & Alarm, Inc. for alarm installation and repair, electrical installation, maintenance, video camera components and repairs, and system monitoring services; effective March 1, 2024; not to exceed $20,000.00; (General Fund Impact) as approved in FY23/24 budget; approved as to form by County Counsel.**

Recommendation:

Approve and authorize Chair to ratify and sign an agreement between Plumas County Sheriff's Office and Current Electric & Alarm, Inc. for alarm installation and repair, electrical installation, maintenance, video camera components and repairs, and system monitoring services; effective March 1, 2024; not to exceed $20,000.00; (General Fund Impact) as approved in FY23/24 budgets approved as to form by County Counsel.

Background and Discussion:

Contract to provide Sheriff's Office with alarm installation and repair, electrical installation, maintenance, video camera components and repairs, and system monitoring services.

Action:

Approve and authorize Chair to ratify and sign an agreement between Plumas County Sheriff's Office and Current Electric & Alarm, Inc. for alarm installation and repair, electrical installation, maintenance, video camera components and repairs, and system monitoring services; effective March 1, 2024; not to exceed $20,000.00; (General Fund Impact) as approved in FY23/24 budget; approved as to form by County Counsel.

Fiscal Impact:

General Fund Impact; as approved in FY23/24 various budgets.

Attachments:

1. Current Electric & Alarm

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 CURRENT ELECTRIC AND ALARM, INC., a California corporation (hereinafter referred to as "Contractor").

The parties agree as follows:

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

2. Compensation. County shall pay Contractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed Twenty Thousand Dollars ($ 20,00.00).

3. Term. The term of this agreement shall be from March 1, 2024, through February 28, 2026, unless terminated earlier as provided herein. County's Board of Supervisors hereby ratifies, and approves for payment, services provided by Contractor from March 1, 2024, to the date of approval of this Agreement by the Board of Supervisors.

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

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

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

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

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

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

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

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

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

      i. Each policy shall be endorsed to name the County, its officers, officials, employees, representatives and agents (collectively, for the purpose of this section 9, the "County") as additional insureds. The Additional Insured

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

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

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

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

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

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

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

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

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

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

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

12. Business-to-Business Relationship. Contractor represents and warrants that Contractor is an individual acting as a sole proprietor, or a business entity formed as a partnership, limited liability company, limited liability partnership, or corporation ("business service provider") that customarily provides services of the same nature as the services provided for County under this Agreement. Contractor represents and warrants that Contractor advertises these services to and contracts with entities other than County. Contractor represents and warrants that Contractor maintains a separate business location and has all required business licenses and tax registration, if any, in order to perform services under this Agreement. Contractor shall have the right to set their own hours and location of work, consistent with the nature of the services provided under this Agreement. Contractor shall determine the method, means and manner of performance of, but not limited to, such matters as outlined in Exhibit "A" without restriction by County. County is interested only in the results to be achieved from Contractor's performance of the services. Contractor shall provide their own resources and equipment and direct their operation in all respects when necessary to perform these services. Notwithstanding this Agreement, Contractor shall have the right to provide the same or similar services to entities other than the County without restriction. County shall have no authority, control, or liability regarding Contractor's performance or activities before or after each instance that Contractor may perform under this Agreement. Contractor will at all times indemnify and hold County, and their respective agents, contractors and employees harmless from any and all claims, damages, liabilities and costs (including attorneys' fees) arising out of any material breach by Contractor of any representation, warrant or agreement made by Contractor hereunder or arising out of Contractor's services.

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

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

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

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

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

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

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

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

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

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

County:

Sheriff's Department
County of Plumas
1400 E. Main Street
Quincy, CA 95971
Attention: Sarah Novak

Contractor:

Current Electric & Alarm, Inc.
5031 Grizzly Rd
Portola, CA 96122
Attention: Alan Vaughn

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:

Current Electric and Alarm, Inc.,
a California corporation

By:_____
Name: Alan Vaughan
Title: CEO/CFO
Date signed:

COUNTY:

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

By:_____
Name: Todd Johns
Title: Sheriff
Date signed:

By:_____
Name: Greg Hagwood
Title: Chair, Board of Supervisors
Date signed:

ATTEST:

By:_____
Name: Allen Hiskey
Title: Clerk of the Board
Date signed:

Approved as to form:
Craig Settlemire
Counsel

EXHIBIT A

Scope of Work

1. Provide alarm installation and repair of the alarm system at the Plumas County Correctional Center and substations on an as-needed basis upon request of the County.

2. Provide electrical component installation, maintenance, video camera components and repairs at the Plumas County Correctional Center on an as-needed basis upon request of the County.

3. System Monitoring: Contractor will connect the fire alarm system at the Plumas County Correctional Center to its or another monitoring facility chosen by Contractor. Contractor agrees to provide Central Station Monitoring over the fire alarm system in accordance with the terms and conditions attached hereto as Exhibit A-1. Except that the term of the System Monitoring agreement shall be determined by section 3 on page 1 of this Agreement.". **The terms and conditions included in Exhibit A-1 apply only to the System Monitoring service, and not to any other Work under this Agreement.**

4. All Work will comply with the California Building and Electrical Codes and all applicable state and federal laws and regulations.

EXHIBIT B

Fee Schedule

1. There will be a $1500.00 dollar allowance for service calls per year.

2. The pricing for alarms and monitoring will be as follows:

   Old jail fire alarm @ 50 Abernathy Lane $85/month for monitoring
   New jail fire alarm @ 56 Abernathy Lane $85/month for monitoring
   Quincy substation @ $45/month for monitoring
   Portola substation @ $45/month for monitoring
   Chester substation @ $45/month for monitoring

.

3. 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.

4. Contractor shall provide a written invoice on a monthly basis to the County detailing the services performed and the amounts due for such services. The County shall pay any undisputed amount invoiced within thirty (30) days of County's receipt of Contractor's invoice.

5. Contractor shall promptly pay each subcontractor and supplier, upon receipt of payment from the County, an amount determined in accordance with the terms of the applicable subcontracts and purchase orders.

6. The County shall not have any responsibility to make payments to any subcontractor or supplier.

7. Acceptance of payment by Contractor, a subcontractor, or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of payment.

PLUMAS COUNTY
PUBLIC WORKS DEPARTMENT
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Rob Thorman, Assistant Director of Public Works**
MEETING DATE:	**June 4, 2024**
SUBJECT:	**Approve and authorize Chair to ratify and sign an agreement between Plumas County Public Works and Plumas District Hospital, retroactive to February 1, 2024; not to exceed Nine Thousand Dollars and 00/100 ($9,000.00) for Public Works employees to have their commercial drivers take medical exams to maintain their commercial drivers' license; No General Fund Impact; road funds; 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 and the Director of Public Works to execute a three-year contract with Plumas District Hospital to obtain medical examinations for its commercial drivers, retroactive to February 1, 2024.

Background and Discussion:

This Agenda Request pertains to the need by the Department of Public Works to have their commercial drivers take medical exams to maintain their commercial drivers' license.

The anticipated cost of the medical exams is not expected to exceed $9,000 for the three-year term as outlined in the attached contract.

Funding for this purchase agreement is included in the Budget adopted by the Board of Supervisors on September 29, 2023.

Action:

Approve and authorize Chair to ratify and sign an agreement between Plumas County Public Works and Plumas District Hospital, retroactive to February 1, 2024; not to exceed Nine Thousand Dollars and 00/100 ($9,000.00) for Public Works employees to have their commercial drivers take medical exams to maintain their commercial drivers' license; No General Fund Impact; road funds; approved as to form by County Counsel.

Fiscal Impact:

No impact to General Fund. Road Funds only.

Attachments:

1. Agreement PDH

Contractor 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 Works Department (hereinafter referred to as "County"), and **Plumas District Hospital.**, (hereinafter referred to as "Contractor").

The parties agree as follows:

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

2. Compensation. County shall pay Contractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed **Nine Thousand Dollars and No/100 ($9,000.00)**.

3. Term. The term of this agreement shall be from February 1, 2024 through January 31, 2027; 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 Public Works
1834 E. Main St
Quincy, CA 95971
Attention: Administrative Services Officer

Contractor:

Plumas District Hospital
1065 Bucks Lake Road
Quincy, CA 95971
Attention: Caleb Johnson, CFO

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:

Plumas District Hospital

By:_____
Name: Caleb Johnson
Title: Chief Finance Officer
Date signed:

COUNTY:

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

By:_____
Name: Rob Thorman
Title: Acting Public Works Director
Date signed:

By:_____
Name: Greg Hagwood
Title: Chair of the Board of Supervisors
Date signed:

ATTEST:

_____
Name: Allen Hiskey
Title: Clerk of the Board
Date Signed:

Approved as to form:
Craig Settlemire
Counsel

EXHIBIT A

Scope of Work

1. Contractor shall perform medical examinations of Public Works employees on an as needed basis upon the request of the County's Project Manager.

2. The medical examinations shall be in accordance with the guidelines issued by the California Department of Motor Vehicles for Commercial California Driver Licenses and certificates. The current guidelines are attached to this Agreement as Attachment A.

3. Upon conclusion of the medical examination, Contractor shall complete California Department of Motor Vehicles form DL 51 and provide the completed form to the California Department of Motor Vehicles. Contractor shall also complete and provide a Medical Examiner) s Certificate according to 49 CFR 391.43(h) to the examinee.

EXHIBIT B

FEE SCHEDULE

1. The cost for each medical examination under this Agreement shall not exceed $170.00.

2. The description coded on the Health Insurance Claim form shall be: (Z024 MED EXAM NEC - ADMIN DMV PHYSICAL)

Form MCSA-5876

OMB No. 2126-0006 Expiration Date: 11/30/2021

Public Burden Statement
A Federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a current valid OMB Control Number. The OMB Control Number for this information collection is 2126-0006. Public reporting for this collection of information is estimated to be approximately 1 minute per response, including the time for reviewing instructions, gathering the data needed, and completing and reviewing the collection of information. All responses to this collection of information are mandatory. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Motor Carrier Safety Administration, MC-RRA, 1200 New Jersey Avenue, SE, Washington, D.C. 20590.

U.S. Department of Transportation
Federal Motor Carrier
Safety Administration

Medical Examiner's Certificate
(for Commercial Driver Medical Certification)

I certify that I have examined **Last Name:** _____ **First Name:** _____ in accordance with *(please check only one)*:

◯ the Federal Motor Carrier Safety Regulations (49 CFR 391.41-391.49) and, with knowledge of the driving duties, I find this person is qualified, and, if applicable, only when *(check all that apply)* ***OR***

◯ the Federal Motor Carrier Safety Regulations (49 CFR 391.41-391.49) with any applicable State variances (which will only be valid for intrastate operations), and, with knowledge of the driving duties, I find this person is qualified, and, if applicable, only when *(check all that apply)*:

- ☐ Wearing corrective lenses
- ☐ Wearing hearing aid
- ☐ Accompanied by a _____ waiver/exemption
- ☐ Accompanied by a Skill Performance Evaluation (SPE) Certificate
- ☐ Driving within an exempt intracity zone (49 CFR 391.62) *(Federal)*
- ☐ Qualified by operation of 49 CFR 391.64 *(Federal)*
- ☐ Grandfathered from State requirements *(State)*

The information I have provided regarding this physical examination is true and complete. A complete Medical Examination Report Form, MCSA-5875, with any attachments embodies my findings completely and correctly, and is on file in my office.

Medical Examiner's Certificate Expiration Date

Medical Examiner's Signature

Medical Examiner's Telephone Number

Date Certificate Signed

Medical Examiner's Name *(please print or type)*

◯ MD ◯ Physician Assistant ◯ Advanced Practice Nurse
◯ DO ◯ Chiropractor ◯ Other Practitioner *(specify)* _____

Medical Examiner's State License, Certificate, or Registration Number

Issuing State

National Registry Number

Driver's Signature

Driver's License Number

Issuing State/Province

Driver's Address

Street Address: _____ City: _____ State/Province: _____ Zip Code: _____

CLP/CDL Applicant/Holder

◯ Yes ◯ No

This document contains sensitive information and is for official use only. Improper handling of this information could negatively affect individuals. Handle and secure this information appropriately to prevent inadvertent disclosure by keeping the documents under the control of authorized persons. Properly dispose of this document when no longer required to be maintained by regulatory requirements.

Public Burden Statement
A Federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a current valid OMB Control Number. The OMB Control Number for this information collection is 2126-0006. Public reporting for this collection of information is estimated to be approximately 25 minutes per response, including the time for reviewing instructions, gathering the data needed, and completing and reviewing the collection of information. All responses to this collection of information are mandatory. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Federal Motor Carrier Safety Administration, MC-RRA, 1200 New Jersey Avenue, SE, Washington, D.C. 20590.

U.S. Department of Transportation
Federal Motor Carrier
Safety Administration

Medical Examination Report Form
(for Commercial Driver Medical Certification)

MEDICAL RECORD #
_____
(or sticker)

SECTION 1. Driver Information *(to be filled out by the driver)*

PERSONAL INFORMATION

Last Name: _____ First Name: _____ Middle Initial: ____ Date of Birth: _____ Age: ___

Street Address: _____ City: _____ State/Province: _____ Zip Code: _____

Driver's License Number: _____ Issuing State/Province: _____ Phone: _____ Gender: ○ M ○ F

E-mail *(optional)*: _____ CLP/CDL Applicant/Holder*: ○ Yes ○ No

Driver ID Verified By**: _____

Has your USDOT/FMCSA medical certificate ever been denied or issued for less than 2 years? ○ Yes ○ No ○ Not Sure

*CLP/CDL Applicant/Holder: See instructions for definitions.

**Driver ID Verified By: Record what type of photo ID was used to verify the identity of the driver, e.g., CDL, driver's license, passport.

DRIVER HEALTH HISTORY

Have you ever had surgery? If "yes," please list and explain below. ○ Yes ○ No ○ Not Sure

Are you currently taking medications *(prescription, over-the-counter, herbal remedies, diet supplements)*? If "yes," please describe below. ○ Yes ○ No ○ Not Sure

(Attach additional sheets if necessary)

This document contains sensitive information and is for official use only. Improper handling of this information could negatively affect individuals. Handle and secure this information appropriately to prevent inadvertent disclosure by keeping the documents under the control of authorized persons. Properly dispose of this document when no longer required to be maintained by regulatory requirements.

Last Name: _____ First Name: _____ DOB: _____ Exam Date: _____

DRIVER HEALTH HISTORY *(continued)*

Do you have or have you ever had:	Yes	No	Not Sure
1. Head/brain injuries or illnesses *(e.g., concussion)*	○	○	○
2. Seizures, epilepsy	○	○	○
3. Eye problems *(except glasses or contacts)*	○	○	○
4. Ear and/or hearing problems	○	○	○
5. Heart disease, heart attack, bypass, or other heart problems	○	○	○
6. Pacemaker, stents, implantable devices, or other heart procedures	○	○	○
7. High blood pressure	○	○	○
8. High cholesterol	○	○	○
9. Chronic (long-term) cough, shortness of breath, or other breathing problems	○	○	○
10. Lung disease *(e.g., asthma)*	○	○	○
11. Kidney problems, kidney stones, or pain/problems with urination	○	○	○
12. Stomach, liver, or digestive problems	○	○	○
13. Diabetes or blood sugar problems	○	○	○
Insulin used	○	○	○
14. Anxiety, depression, nervousness, other mental health problems	○	○	○
15. Fainting or passing out	○	○	○
16. Dizziness, headaches, numbness, tingling, or memory loss	○	○	○
17. Unexplained weight loss	○	○	○
18. Stroke, mini-stroke (TIA), paralysis, or weakness	○	○	○
19. Missing or limited use of arm, hand, finger, leg, foot, toe	○	○	○
20. Neck or back problems	○	○	○
21. Bone, muscle, joint, or nerve problems	○	○	○
22. Blood clots or bleeding problems	○	○	○
23. Cancer	○	○	○
24. Chronic (long-term) infection or other chronic diseases	○	○	○
25. Sleep disorders, pauses in breathing while asleep, daytime sleepiness, loud snoring	○	○	○
26. Have you ever had a sleep test *(e.g., sleep apnea)*?	○	○	○
27. Have you ever spent a night in the hospital?	○	○	○
28. Have you ever had a broken bone?	○	○	○
29. Have you ever used or do you now use tobacco?	○	○	○
30. Do you currently drink alcohol?	○	○	○
31. Have you used an illegal substance within the past two years?	○	○	○
32. Have you ever failed a drug test or been dependent on an illegal substance?	○	○	○

Other health condition(s) not described above: ○ Yes ○ No ○ Not Sure

Did you answer "yes" to any of questions 1-32? If so, please comment further on those health conditions below. ○ Yes ○ No ○ Not Sure

(Attach additional sheets if necessary)

CMV DRIVER'S SIGNATURE

I certify that the above information is accurate and complete. I understand that inaccurate, false or missing information may invalidate the examination and my Medical Examiner's Certificate, that submission of fraudulent or intentionally false information is a violation of 49 CFR 390.35, and that submission of fraudulent or intentionally false information may subject me to civil or criminal penalties under 49 CFR 390.37 and 49 CFR 386 Appendices A and B.

Driver's Signature: _____ Date: _____

SECTION 2. Examination Report *(to be filled out by the medical examiner)*

DRIVER HEALTH HISTORY REVIEW

Review and discuss pertinent driver answers and any available medical records. Comment on the driver's responses to the "health history" questions that may affect the driver's safe operation of a commercial motor vehicle (CMV).

(Attach additional sheets if necessary)

Last Name: _____ First Name: _____ DOB: _____ Exam Date: _____

TESTING

Pulse rate: _____ Pulse rhythm regular: ○ Yes ○ No Height: __ *feet* __ *inches* Weight: ____ *pounds*

Blood Pressure	Systolic	Diastolic
Sitting		
Second reading (optional)		

Urinalysis	Sp. Gr.	Protein	Blood	Sugar
Urinalysis is required. Numerical readings must be recorded.				

Other testing if indicated

Protein, blood, or sugar in the urine may be an indication for further testing to rule out any underlying medical problem.

Vision

Standard is at least 20/40 acuity (Snellen) in each eye with or without correction. At least 70° field of vision in horizontal meridian measured in each eye. The use of corrective lenses should be noted on the Medical Examiner's Certificate.

Acuity	Uncorrected	Corrected	Horizontal Field of Vision
Right Eye:	20/____	20/____	Right Eye: ____ degrees
Left Eye:	20/____	20/____	Left Eye: ____ degrees
Both Eyes:	20/____	20/____	

	Yes	**No**
Applicant can recognize and distinguish among traffic control signals and devices showing red, green, and amber colors	○	○
Monocular vision	○	○
Referred to ophthalmologist or optometrist?	○	○
Received documentation from ophthalmologist or optometrist?	○	○

Hearing

Standard: Must first perceive whispered voice at not less than 5 feet OR average hearing loss of less than or equal to 40 dB, in better ear (with or without hearing aid).

Check if hearing aid used for test: ☐ Right Ear ☐ Left Ear ☐ Neither

Whisper Test Results	Right Ear	Left Ear
Record distance *(in feet)* from driver at which a forced whispered voice can first be heard	_____	_____

OR

Audiometric Test Results

Right Ear			Left Ear		
500 Hz	1000 Hz	2000 Hz	500 Hz	1000 Hz	2000 Hz
_____	_____	_____	_____	_____	_____

Average (right): _____ Average (left): _____

PHYSICAL EXAMINATION

The presence of a certain condition may not necessarily disqualify a driver, particularly if the condition is controlled adequately, is not likely to worsen, or is readily amenable to treatment. Even if a condition does not disqualify a driver, the Medical Examiner may consider deferring the driver temporarily. Also, the driver should be advised to take the necessary steps to correct the condition as soon as possible, particularly if neglecting the condition could result in a more serious illness that might affect driving.

Check the body systems for abnormalities.

Body System	Normal	Abnormal	**Body System**	Normal	Abnormal
1. General	○	○	8. Abdomen	○	○
2. Skin	○	○	9. Genito-urinary system including hernias	○	○
3. Eyes	○	○	10. Back/Spine	○	○
4. Ears	○	○	11. Extremities/joints	○	○
5. Mouth/throat	○	○	12. Neurological system including reflexes	○	○
6. Cardiovascular	○	○	13. Gait	○	○
7. Lungs/chest	○	○	14. Vascular system	○	○

Discuss any abnormal answers in detail in the space below and indicate whether it would affect the driver's ability to operate a CMV. Enter applicable item number before each comment.

(Attach additional sheets if necessary)

Last Name: _____ First Name: _____ DOB: _____ Exam Date: _____

Please complete only one of the following (Federal or State) Medical Examiner Determination sections:

MEDICAL EXAMINER DETERMINATION (Federal)

Use this section for examinations performed in accordance with the Federal Motor Carrier Safety Regulations (49 CFR 391.41-391.49):

○ Does not meet standards *(specify reason)*: _____

○ Meets standards in 49 CFR 391.41; qualifies for 2-year certificate

○ Meets standards, but periodic monitoring required *(specify reason)*: _____

Driver qualified for: ○ 3 months ○ 6 months ○ 1 year ○ other *(specify)*: _____

☐ Wearing corrective lenses ☐ Wearing hearing aid ☐ Accompanied by a waiver/exemption *(specify type)*: _____

☐ Accompanied by a Skill Performance Evaluation (SPE) Certificate ☐ Qualified by operation of 49 CFR 391.64 *(Federal)*

☐ Driving within an exempt intracity zone *(see 49 CFR 391.62) (Federal)*

☐ Determination pending *(specify reason)*: _____

☐ Return to medical exam office for follow-up on *(must be 45 days or less)*: _____

☐ Medical Examination Report amended *(specify reason)*: _____

(if amended) Medical Examiner's Signature: _____ Date: _____

☐ Incomplete examination *(specify reason)*: _____

If the driver meets the standards outlined in 49 CFR 391.41, then complete a Medical Examiner's Certificate as stated in 49 CFR 391.43(h), as appropriate.

I have performed this evaluation for certification. I have personally reviewed all available records and recorded information pertaining to this evaluation, and attest that to the best of my knowledge, I believe it to be true and correct.

Medical Examiner's Signature: _____

Medical Examiner's Name *(please print or type)*: _____

Medical Examiner's Address: _____ City: _____ State: ▼ Zip Code: _____

Medical Examiner's Telephone Number: _____ Date Certificate Signed: _____

Medical Examiner's State License, Certificate, or Registration Number: _____ Issuing State: ▼

☐ MD ☐ DO ☐ Physician Assistant ☐ Chiropractor ☐ Advanced Practice Nurse

☐ Other Practitioner *(specify)*: _____

National Registry Number: _____ Medical Examiner's Certificate Expiration Date: _____

Last Name: _____ First Name: _____ DOB: _____ Exam Date: _____

MEDICAL EXAMINER DETERMINATION (State)

Use this section for examinations performed in accordance with the Federal Motor Carrier Safety Regulations (49 CFR 391.41-391.49) with any applicable State variances (which will only be valid for intrastate operations):

◯ Does not meet standards in 49 CFR 391.41 with any applicable State variances *(specify reason)*: _____

◯ Meets standards in 49 CFR 391.41 with any applicable State variances

◯ Meets standards, but periodic monitoring required *(specify reason)*: _____

Driver qualified for: ◯ 3 months ◯ 6 months ◯ 1 year ◯ other *(specify)*: _____

☐ Wearing corrective lenses ☐ Wearing hearing aid ☐ Accompanied by a waiver/exemption *(specify type)*: _____

☐ Accompanied by a Skill Performance Evaluation (SPE) Certificate ☐ Grandfathered from State requirements *(State)*

If the driver meets the standards outlined in 49 CFR 391.41, with applicable State variances, then complete a Medical Examiner's Certificate, as appropriate.

I have performed this evaluation for certification. I have personally reviewed all available records and recorded information pertaining to this evaluation, and attest that to the best of my knowledge, I believe it to be true and correct.

Medical Examiner's Signature: _____

Medical Examiner's Name *(please print or type)*: _____

Medical Examiner's Address: _____ City: _____ State: ____ Zip Code: _____

Medical Examiner's Telephone Number: _____ Date Certificate Signed: _____

Medical Examiner's State License, Certificate, or Registration Number: _____ Issuing State: ____

☐ MD ☐ DO ☐ Physician Assistant ☐ Chiropractor ☐ Advanced Practice Nurse

☐ Other Practitioner *(specify)*: _____

National Registry Number: Medical Examiner's Certificate Expiration Date: _____

Instructions for Completing the Medical Examination Report Form (MCSA-5875)

I. Step-By-Step Instructions

Driver:

Section 1: Driver information

- **Personal Information**: Please complete this section using your name as written on your driver's license, your current address and phone number, your date of birth, age, gender, driver's license number and issuing state.
  - **CLP/CDL Applicant/Holder**: Check "yes" if you are a commercial learner's permit (**CLP**) or commercial driver's license (**CDL**) holder, or are applying for a CLP or CDL. CDL means a license issued by a State or the District of Columbia which authorizes the individual to operate a class of a commercial motor vehicle (**CMV**). A CMV that requires a CDL is one that: (1) has a gross combination weight rating or gross combination weight of 26,001 pounds or more inclusive of a towed unit with a gross vehicle weight rating (**GVWR**) or gross vehicle weight (**GVW**) of more than 10,000 pounds; or (2) has a GVWR or GVW of 26,001 pounds or more; or (3) is designed to transport 16 or more passengers, including the driver; or (4) is used to transport either hazardous materials requiring hazardous materials placards on the vehicle or any quantity of a select agent or toxin.
  - **Driver ID Verified By**: The Medical Examiner/staff completes this item and notes the type of photo ID used to verify the driver's identity such as, commercial driver's license, driver's license, or passport, etc.
  - **Question: Has your USDOT/FMCSA medical certificate ever been denied or issued for less than two years?** Please check the correct box "yes" or "no" and if you aren't sure check the "not sure" box.
- **Driver Health History**:
  - **Have you ever had surgery:** Please check "yes" if you have ever had surgery and provide a written explanation of the details (type of surgery, date of surgery, etc.)
  - **Are you currently taking medications (prescription, over-the-counter, herbal remedies, diet supplements):** Please check "yes" if you are taking any diet supplements, herbal remedies, or prescription or over the counter medications. In the box below the question, indicate the name of the medication and the dosage.
  - **#1-32:** Please complete this section by checking the "yes" box to indicate that you have, or have ever had, the health condition listed or the "No" box if you have not. Check the "not sure" box if you are unsure.
  - **Other Health Conditions not described above**: If you have, or have had, any other health conditions not listed in the section above, check "Yes" and in the box provided and list those condition(s).
  - **Any yes answers to questions #1-32 above:** If you have answered "yes" to any of the questions in the Driver Health History section above, please explain your answers further in the box below the question. For example, if you answered "yes" to question #5 regarding heart disease, heart attack, bypass, or other heart problem, indicate which type of heart condition. If you checked "yes" to question #23 regarding cancer, indicate the type of cancer. Please add any information that will be helpful to the Medical Examiner.
- **CMV Driver Signature and Date:** Please read the certification statement, sign and date it, indicating that the information you provided in Section 1 is accurate and complete.

Medical Examiner:

Section 2: Examination Report

- **Driver Health History Review:** Review answers provided by the driver in the driver health history section and discuss any "yes" and "not sure" responses. In addition, be sure to compare the medication list to the health history responses ensuring that the medication list matches the medical conditions noted. Explore with the driver any answers that seem unclear. Record any information that the driver omitted. As the Medical Examiner conducting the driver's physical examination you are required to complete the entire medical examination even if you detect a medical condition that you consider disqualifying, such as deafness. Medical Examiners are expected to determine the driver's physical qualification for operating a commercial vehicle safely. Thus, if you find a disqualifying condition for which a driver may receive a Federal Motor Carrier Safety Administration medical exemption, please record that on the driver's Medical Examiner's Certificate, Form MCSA-5876, as well as on the Medical Examination Report Form, MCSA-5875.
- **Testing:**
  - **Pulse rate and rhythm, height, and weight:** record these as indicated on the form.
  - **Blood Pressure:** record the blood pressure (systolic and diastolic) of the driver being examined. A second reading is optional and should be recorded if found to be necessary.
  - **Urinalysis:** record the numerical readings for the specific gravity, protein, blood and sugar.
  - **Vision:** The current vision standard is provided on the form. When other than the Snellen chart is used, give test results in Snellen-comparable values. When recording distance vision, use 20 feet as normal. Record the vision acuity results and indicate if the driver can recognize and distinguish among traffic control signals and devices showing red, green, and amber colors; has monocular vision; has been referred to an ophthalmologist or optometrist; and if documentation has been received from an ophthalmologist or optometrist.
  - **Hearing:** The current hearing standard is provided on the form. Hearing can be tested using either a whisper test or audiometric test. Record the test results in the corresponding section for the test used.
- **Physical Examination:** Check the body systems for abnormalities and indicate normal or abnormal for each body system listed. Discuss any abnormal answers in detail in the space provided and indicate whether it would affect the driver's ability to safely operate a commercial motor vehicle.

In this next section, you will be completing either the Federal or State determination, not both.

- **Medical Examiner Determination (Federal):** Use this section for examinations performed in accordance with the FMCSRs (49 CFR 391.41-391.49). Complete the medical examiner determination section completely. When determining a driver's physical qualification, please note that English language proficiency (49 CFR part 391.11: General qualifications of drivers) is not factored into that determination.
  - **Does not meet standards:** Select this option when a driver is determined to be not qualified and provide an explanation of why the driver does not meet the standards in 49 CFR 391.41.
  - **Meets standards in 49 CFR 391.41; qualifies for 2-year certification:** Select this option when a driver is determined to be qualified and will be issued a 2-year Medical Examiner's Certificate.

- **Meets standards, but periodic monitoring is required:** Select this option when a driver is determined to be qualified but needs periodic monitoring and provide an explanation of why periodic monitoring is required. Select the corresponding time frame that the driver is qualified and if selecting other, specify the time frame.
  - **Determination that driver meets standards:** Select all categories that apply to the driver's certification (e.g., wearing corrective lenses, accompanied by a waiver/exemption, driving within an exempt intracity zone, etc.).
- **Determination pending:** Select this option when more information is needed to make a qualification decision and specify a date, on or before the 45 day expiration date, for the driver to return to the medical exam office for follow-up. This will allow for a delay of the qualification decision for as many as 45 days. If the disposition of the pending examination is not updated via the National Registry on or before the 45 day expiration date, FMCSA will notify the examining medical examiner and the driver in writing that the examination is no longer valid and that the driver is required to be re-examined.
  - **MER amended:** A Medical Examination Report Form (MER), MCSA-5875, may only be amended while in determination pending status for situations where new information (e.g., test results, etc.) has been received or there has been a change in the driver's medical status since the initial examination, but prior to a final qualification determination. Select this option when a Medical Examination Report Form, MCSA-5875, is being amended; provide the reason for the amendment, sign and date. In addition, initial and date any changes made on the Medical Examination Report Form, MCSA-5875. A Medical Examination Report Form, MCSA-5875, cannot be amended after an examination has been in determination pending status for more than 45 days or after a final qualification determination has been made. The driver is required to obtain a new physical examination and a new Medical Examination Report Form, MCSA-5875, should be completed.
- **Incomplete examination:** Select this when the physical examination is not completed for any reason (e.g., driver decides they do not want to continue with the examination and leaves) other than situations outlined under determination pending.
- **Medical Examiner information, signature and date:** Provide your name, address, phone number, occupation, license, certificate, or registration number and issuing state, national registry number, signature and date.
- **Medical Examiner's Certificate Expiration Date**: Enter the date the **driver's** Medical Examiner's Certificate (MEC) expires.

Medical Examiner Determination (State): Use this section for examinations performed in accordance with the FMCSRs (49 CFR 391.41-391.49) with any applicable State variances (which will only be valid for intrastate operations). Complete the medical examiner determination section completely.

- **Does not meet standards in 49 CFR 391.41 with any applicable State variances:** Select this option when a driver is determined to be not qualified and provide an explanation of why the driver does not meet the standards in 49 CFR 391.41 with any applicable State variances.
- **Meets standards in 49 CFR 391.41 with any applicable State variances:** Select this option when a driver is determined to be qualified and will be issued a 2-year Medical Examiner's Certificate.
- **Meets standards, but periodic monitoring is required:** Select this option when a driver is determined to be qualified but needs periodic monitoring and provide an explanation of why periodic monitoring is required. Select the corresponding time frame that the driver is qualified and if selecting other, specify the time frame.
  - **Determination that driver meets standards:** Select all categories that apply to the driver's certification (e.g., wearing corrective lenses, accompanied by a waiver/exemption, etc.).

- **Medical Examiner information, signature and date:** Provide your name, address, phone number, occupation, license, certificate, or registration number and issuing state, national registry number, signature and date.
- **Medical Examiner's Certificate Expiration Date**: Enter the date the **driver**'s Medical Examiner's Certificate (MEC) expires.

II. **If updating an existing exam, you must resubmit the new exam results, via the Medical Examination Results Form, MCSA-5850, to the National Registry, and the most recent dated exam will take precedence.**

III. **To obtain additional information regarding this form go to the Medical Program's page on the Federal Motor Carrier Safety Administration's website at http://www.fmcsa.dot.gov/regulations/medical.**

PLUMAS COUNTY
PUBLIC WORKS DEPARTMENT
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Rob Thorman, Assistant Director of Public Works**
MEETING DATE:	**June 4, 2024**
SUBJECT:	**Approve and authorize Chair to sign Amendment No. 1 and 2 to the agreement #PWRD 24-013 between Plumas County Public Works and MGE Engineering to update the Caltrans plans, specifications and studies required for Snake Lake Bridge Project,; No General Fund Impact. Payable by the Road Fund; approved as to form by County Counsel.**

Recommendation:
The Department of Public Works respectfully recommends that the Board of Supervisors authorize the Chair of the Board of Supervisors to execute Amendments No. 1 and 2 to the Services Agreement between the County of Plumas and MGE Engineering Inc to update the Caltrans plans, specifications, and studies for the Snake Lake Bridge Project.

Background and Discussion:
On May 7, 2024, MGE Engineering Inc entered into a three year on-call agreement with the Plumas County Department of Public Works to provide on-call civil engineering for County transportation improvement projects.

The Department of Public Works is actively working on the Snake Lake Bridge Project. Caltrans and CDFW are requiring an update to the Incidental Take Permit (ITP) (Amendment 1) and USFWS is requiring revisions to the Biological Assessment / Opinion (Amendment 2). MGE and its contracted subconsultants, are able to do this work, see the attached scope of work.

The attached MGE Engineering, Inc. Amendments No. 1 and 2 to the Services Agreement has been approved as to form by County Counsel.

Action:

Approve and authorize Chair to sign Amendment No. 1 and 2 to the agreement #PWRD 24-013 between Plumas County Public Works and MGE Engineering to update the Caltrans plans, specifications and studies required for Snake Lake Bridge Project,; (No General Fund Impact) payable by the Road Fund; approved as to form by County Counsel.

Fiscal Impact:

No General Fund impact. Funded via Road Fund.

Attachments:
1. Amendment-1 On-Call Civil Eng Transp. Impr. Proj's
2. Amendment-2 On-Call Civil Eng. Transp. Impr. Proj's

AMENDMENT 1

AMENDMENT NO. 1
to the
PROFESSIONAL SERVICES AGREEMENT

On-Call Civil Engineering Services for
Transportation Improvement Projects
For the
Snake Lake Bridge Project

The May 7, 2024, 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. 24-013, is hereby amended as follows:

Project Background

The Plumas County Department of Public Works (County), under an existing on-call agreement with MGE Engineering, Inc., is providing civil engineering services in support of the Snake Lake Bridge Project. The project site is located on County Road 422 (Bucks Lake Road), over the Spanish Creek.

Snake Lake Bridge over Spanish Creek is a single-lane, clear-span steel pony truss with high abutment walls comprised of precast concrete panels with tieback anchors and was constructed in 1969.

The existing bridge was classified as structurally deficient by Caltrans as a result of their biannual inspection. The panels comprising the abutment wall were identified as having failed. The superstructure of the bridge was coded as being in a serious condition, indicating deterioration affecting primary structural components. The crossing is currently posted for a truck speed limit of 15 MPH. The bridge provides access to the U.S. Forest Service and private lands east of the unincorporated community of Meadow Valley. The new bridge will enhance traffic safety and improve conditions in Spanish Creek by providing an increased flow area.

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 revision to the CDFW 2081 Incidental Take Permit (ITP) application and restoration design, as well as a restoration Plan, meet with agency staff as required, and respond to data requests from the County and agencies. It also includes additional project management time for the extended time frame of the project., scope attached hereto as Exhibit A.

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 Eighteen Thousand, Three Hundred Three dollars and Fifty cents ($18,303.50); leaving one million three hundred thirty-one six hundred ninety-six dollars and fifty cents remaining ($1,331.696.50).

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 May 7, 2024, Professional Services Agreement first referenced above remain unchanged.

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

COUNTY OF PLUMAS
A political subdivision of the State of California

_____ Date: _____
Greg Hagwood, Chair
Board of Supervisors

ATTEST:

_____ Date: _____
Allen Hiskey
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:

Joshua Brechtel, Attorney
County Counsel's Office

Date: 5/15/2024

County Counsel

Taxpayer ID Number – 68-0231292

Attachments: Exhibit A - Scope of Work
Exhibit B – Fee Schedule

_____Consultants Initials _____ County Initials

EXHIBIT A

SCOPE OF WORK

SNAKE LAKE ROAD BRIDGE REPLACEMENT

PS&E UPDATE

As a result of Caltrans issuing updated Standard Specifications and Standard Plans, MGE will need to update the PS&E for the Snake Lake Road Bridge replacement project for bidding and construction. Work scope will include updating the project plans, Notice to Bidders and Special Provisions, Bid Book, contract items and cost estimate. Work scope tasks will include the following:

TASK 1.1 – PLANS UPDATE

MGE will update the current plan set to comply with the new 2023 Standard Plans and Specifications.

Deliverable: Updated Plans.

TASK 1.2 – NOTICE TO BIDDERS AND SPECIAL PROVISIONS UPDATE

MGE will update the current Notice to Bidder and Special Provisions to comply with the new 2023 Standard Plans and Specifications.

Deliverables: Update Notice To Bidders and Special Provisions.

TASK 1.3 – BID BOOK UPDATE

MGE will update the current Bid Book to comply with the new 2023 Standard Plans and Specifications.

Deliverables: Updated Bid Book.

TASK 1.4 – COST ESTIMATE UPDATE

MGE will update the current Cost Estimate to comply with the new 2023 Standard Plans and Specifications.

Deliverables: Updated Cost Estimate.

SCHEDULE

MGE anticipates completing the updates to the PS&E within 4 weeks following notice to proceed.

MGE Engineering Amendment 1
FEE ESTIMATE PROPOSAL - ITP SUPPORT & RESTORATION DESIGN 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)	$361.97	$282.79	$223.40	$248.85	$192.30	$141.39		
		R. Sennett	S. Hawkins	J. Rogers	W. Sennett	Structures	Staff		
Task 0	**Project Management**								
0.1	Project Coordination	8						8	$2,895.75
	Task 0 Total Hours	**8**	**0**	**0**	**0**	**0**	**0**	**8**	**$2,895.75**
	Total Project Hours/Costs	**8**	**0**	**0**	**0**	**0**	**0**	**8**	**$2,895.75**

Escalation	$0.00
ODC's	$0.00
AECOM	$15,407.75
Total =	***$18,303.50***

Exhibit B

AMENDMENT 2

AMENDMENT NO. 2
to the
PROFESSIONAL SERVICES AGREEMENT

On-Call Civil Engineering Services for
Transportation Improvement Projects
For the
Snake Lake Bridge Project

The May 7, 2024, 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. 24-013, is hereby amended as follows:

Project Background

The Plumas County Department of Public Works (County), under an existing on-call agreement with MGE Engineering, Inc., is providing civil engineering services in support of the Snake Lake Bridge Project. The project site is located on County Road 422 (Bucks Lake Road), over the Spanish Creek.

Snake Lake Bridge over Spanish Creek is a single-lane, clear-span steel pony truss with high abutment walls comprised of precast concrete panels with tieback anchors and was constructed in 1969.

The existing bridge was classified as structurally deficient by Caltrans as a result of their biannual inspection. The panels comprising the abutment wall were identified as having failed. The superstructure of the bridge was coded as being in a serious condition, indicating deterioration affecting primary structural components. The crossing is currently posted for a truck speed limit of 15 MPH. The bridge provides access to the U.S. Forest Service and private lands east of the unincorporated community of Meadow Valley. The new bridge will enhance traffic safety and improve conditions in Spanish Creek by providing an increased flow area.

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 time to support revisions to the Biological Assessment to include foothill yellow-legged frog for the revised USFWS Biological Opinion, meet with agency staff as required, and respond to data requests from the County and agencies. It also includes additional project management time for the extended time frame of the project. It also includes additional project management time for the extended time frame of the project., scope attached hereto as Exhibit A.

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 Sixteen Thousand, Seven Hundred Forty-Six dollars and two cents ($16,746.02); leaving on million three hundred fourteen nine hundred fifty dollars and forty-eight cents remaining ($1,314,950.48).

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 May 7, 2024, Professional Services Agreement first referenced above remain unchanged.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment No. 2 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: _____
Greg Hagwood, Chair
Board of Supervisors

ATTEST:

_____ Date: _____
Allen Hiskey
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: 5/15/2024
Joshua Brechtel, Attorney
County Counsel's Office

County Counsel
Taxpayer ID Number – 68-0231292

Attachments: Exhibit A - Scope of Work
Exhibit B – Fee Schedule

_____Consultants Initials _____ County Initials

EXHIBIT A

SCOPE OF WORK

SNAKE LAKE ROAD BRIDGE REPLACEMENT

Amendment No. 2 scope of work includes additional time to support revisions to the Biological Assessment to include foothill yellow-legged frog for the revised USFWS Biological Opinion, meet with agency staff as required, and respond to data requests from the County and agencies. It also includes additional project management time for the extended time frame of the project.

SCHEDULE

MGE anticipates completing the updates within 4 weeks following notice to proceed.

MGE Engineering Amendment 2
FEE ESTIMATE PROPOSAL - 401 & 404 BA SUPPORT

		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)	$361.97	$282.79	$223.40	$248.85	$192.30	$141.39		
		R. Sennett	S. Hawkins	J. Rogers	W. Sennett	Structures	Staff		
Task 0	**Project Management**								
0.1	Project Coordination	4						4	$1,447.87
	Task 0 Total Hours	4	0	0	0	0	0	4	**$1,447.87**
	Total Project Hours/Costs	4	0	0	0	0	0	4	**$1,447.87**

Escalation	$0.00
ODC's	$0.00
AECOM	$15,298.15
Total =	***$16,746.02***

EXHIBIT B

PLUMAS COUNTY
COUNTY CLERK-RECORDER
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Marcy DeMartile, Clerk/Recorder**
MEETING DATE:	**June 4, 2024**
SUBJECT:	**Accept Certification of Chester Public Utilities District Special Tax Election May 7, 2024 results.**

Recommendation:

Accept Certification of Chester Public Utilities District Special Tax Election May 7, 2024 results.

Background and Discussion:

Plumas County-Clerk Recorder and Registrar of Voters, having completed the canvass of returns for the Chester Public Utilities District Special Tax Election and recorded the Elections Records, certify the results.

Action:

Accept Certification of Chester Public Utilities District Special Tax Election May 7, 2024 results.

Fiscal Impact:

No General Fund Impact.

Attachments:

1. Chester Public Utilities District Election Cert

Plumas County Clerk-Recorder-Elections
520 Main Street, Room 102, Quincy, CA 95971
Marcy DeMartile, Clerk-Recorder/Registrar of Voters
Julie Hagwood, Assistant Clerk-Recorder

Certification of Election Results
Chester Public Utilities District
Measures "B" and "C" Special Tax Election
May 7, 2024

I, Marcy DeMartile, Plumas County Clerk-Recorder and Registrar of Voters, having completed the canvass of returns for the Chester Public Utilities District Special Tax Election and recorded in the Elections Records, certify the results as follows:

The results hereto attached and made a part of, and the following local results are true and correct:

Measure "B"	
Yes	324
No	323
Total Voter Turnout	**47.11%**
Measure "C"	
Yes	182
No	454
Total Voter Turnout	**47.11%**

As a result of not receiving the required 2/3 (66.66%) vote, these measures did not pass.

The Official Final Canvass of votes cast is attached hereto and made a part hereof.

Marcy DeMartile, Plumas County Clerk Recorder/Registrar of Voters
Dated: May 21, 2024

Chester Public Utilities District Special Tax Election
Plumas County
May 7, 2024
Official Final Results

Voters Cast: 652 of 1,384 (47.11%)

Measure B (Vote for 1)

		Total	
Times Cast		652 / 1,384	47.11%
Candidate	Party	Total	
YES		324	
NO		323	
Total Votes		647	
		Total	
Unresolved Write-In		0	

Measure C (Vote for 1)

		Total	
Times Cast		652 / 1,384	47.11%
Candidate	Party	Total	
YES		182	
NO		454	
Total Votes		636	
		Total	
Unresolved Write-In		0	

PLUMAS COUNTY
COUNTY COUNSEL
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Kristina Rogers, Paralegal III/Deputy Clerk of the Board**
MEETING DATE:	**June 4, 2024**
SUBJECT:	**Approve and authorize Chair to sign First Amendment to Agreement between Plumas County Counsel and UBEO West, LLC adding language to Exhibit B in order to make payments to and provide COI to the leasing company, CFS; (General Fund Impact) no additional impacts; approved as to form by County Counsel.**

Recommendation:
Approve and authorize Chair to sign First Amendment to Agreement between Plumas County Counsel and UBEO West, LLC adding language to Exhibit B in order to make payments to and provide COI to the leasing company, CFS; (General Fund Impact) no additional impacts; approved as to form by County Counsel.

Background and Discussion:
After receiving our first invoice for these services we found out that we were being billed by the leasing company (Canon Financial Company (CFS)) and not the maintenance company (UBEO) and that CFS required to be listed as the Loss Payee/Additional insured on a Certificate of Insurance (COI) from the county. In order to pay the invoice from CFS and provide a COI with CFS listed we needed to add language to the agreement allowing this.

Action:

Approve and authorize Chair to sign First Amendment to Agreement between Plumas County Counsel and UBEO West, LLC adding language to Exhibit B in order to make payments to and provide COI to the leasing company, CFS; (General Fund Impact) no additional impacts; approved as to form by County Counsel.

Fiscal Impact:

(General Fund Impact) no additional impacts.

Attachments:
1. UBEO Amendment 5.2024

FIRST AMENDMENT TO AGREEMENT
BY AND BETWEEN
PLUMAS COUNTY AND UBEO WEST, LLC

This First Amendment to Agreement ("Amendment") is made on May 22, 2024, between PLUMAS COUNTY, a political subdivision of the State of California, by and through its COUNTY COUNSEL ("COUNTY"), and UBEO WEST, LLC ("CONTRACTOR") who agrees as follows:

1. **Recitals:** This Amendment is made with reference to the following facts and objectives:

    a. COUNTY and CONTRACTOR have entered into a written Agreement dated February 6, 2024, (the "Agreement"), in which CONTRACTOR agreed to provide COUNTY with one (1) new Canon ImageRunner Advance DX C3930i and maintenance for said machine.

    b. Because payments are to be made to and certificates of insurance are required for the copier leasing company, Canon Financial Services, the parties desire to change the Agreement.

2. **Amendments:** The parties agree to amend the Agreement as follows:

    a. Exhibit B is amended as attached.

3. **Effectiveness of Agreement:** Except as set forth in this First Amendment of Agreement, all provisions of the Agreement dated February 6, 2024, shall remain unchanged and in full force and effect.

CONTRACTOR:

UBEO WEST, LLC

By:_____
Name: John Fortino
Title: Chief Financial Officer
Date signed:

COUNTY:

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

By:_____
Name: Greg Hagwood
Title: Chair, Board of Supervisors
Date signed:

ATTEST:

By:_____
Name: Allen L. Hiskey
Title: Clerk of the Board
Date signed:

Approved as to form:

Joshua Brechtel, Attorney
County Counsel's Office

EXHIBIT B

Fee Schedule

1. County shall pay a total of $338.41 monthly for a term of 36 months broken up as follows:

   a) County shall pay $275.91 per month to lease one (1) Canon ImageRunner Advance DX 3930i.

   b) County shall pay $62.50 per month for maintenance on one (1) Canon ImageRunner Advance DX 3930i print/copy/scan to folder to include up to 2,500 monthly black and white images (7,500 quarterly) and 500 monthly color images (1,500 quarterly) on the equipment covered by this Agreement. County shall pay an additional $0.0112 per quarter for black and white images over 7,500 and $0.069 per color images over 1,500.

   c) County shall own the Canon ImageRunner Advance DX 3930i at the end of the 36-month term with a $1.00 buyout.

2. All lease and maintenance invoices for this agreement will be generated by and payment shall be made to:

   Canon Financial Services, Inc. (CFS)
   14904 Collections Center Drive
   Chicago, IL 60693-0149

3. County shall provide a Certificate of Insurance to Canon Financial Services, Inc. (CFS) listing them as the Loss Payee/Additional Insured.

4. Service and Supplies include all parts, labor, service, and supplies including toner and drums (excluding paper and staples only). All meters will be collected on an annual basis, and all overages will be charged at the Service and Supply pricing indicated above.

5. Contractor shall read the image meter quarterly and shall promptly invoice the County following each meter reading. Contractor shall not invoice the County more frequently than once per quarter.

6. Services or repairs made necessary by accident, misuse, abuse, neglect, relocation of equipment, theft, riot, vandalism, electrical power failure, water or other casualty, or use of parts or servicing (excluding paper) from sources other than Contractor, are not included in the above rates. Such services and repairs shall be charged at Contractor's then-current rates for parts and labor.

7. When the Covered Equipment is networked, and the network is the cause of any problems and not the Covered Equipment itself, any service calls made by the Contractor in response to these network problems shall not be included in the above rate and shall instead be charged at Contractor's then-current rates for such service calls.

PLUMAS COUNTY
COUNTY COUNSEL
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Kristina Rogers, Paralegal III/Deputy Clerk of the Board**
MEETING DATE:	**June 4, 2024**
SUBJECT:	**Approve and authorize Chair to sign an agreement between Plumas County Counsel and Lexis Nexis for legal research, digital publications and reference manuals; effective June 4, 2024, through July 31, 2027; not to exceed $26,500 for 3 years; (General Fund Impact) as requested in FY24/25 budget (20080/523710); approved as to form by County Counsel.**

Recommendation:
Approve and authorize Chair to sign an agreement between Plumas County Counsel and Lexis Nexis for legal research, digital publications and reference manuals; effective June 4, 2024, through July 31, 2027; not to exceed $26,500 for 3 years; (General Fund Impact) as requested in FY24/25 budget (20080/523710); approved as to form by County Counsel.

Background and Discussion:
County Counsel needs a program that assists with Legal Research and provides research publications. Lexis Nexis is one of the top programs and is the best fit for our office.

Action:

Approve and authorize Chair to sign an agreement between Plumas County Counsel and Lexis Nexis for legal research, digital publications and reference manuals; effective June 4, 2024, through July 31, 2027; not to exceed $26,500 for 3 years; (General Fund Impact) as requested in FY24/25 budget (20080/523710); approved as to form by County Counsel.

Fiscal Impact:

(General Fund Impact) as requested in FY24/25 budget.

Attachments:
1. Lexis Nexis 7.2024

MASTER PURCHASE AGREEMENT
COUNTY OF PLUMAS

Date: May 28, 2024

Vendor: RELX Inc. dba LexisNexis, a division of RELX Inc.
9443 Springboro Pike
Miamisburg, Ohio 45342

Tel: 800-543-6862

County: County of Plumas
Department of County Counsel
520 Main St. Rm 115
Quincy, Ca 95971

Tel: 530-283-6240

Description: Purchase of Legal Research Software
as identified in the purchase agreement attached to MPA as Exhibit A.

Cost: The total compensation payable under this agreement, inclusive of all expenses, shall not exceed $ Twenty-Eight Thousand Dollars ($ 28,000)

Term: Agreement shall commence on July 1, 2024 and shall terminate on July 31, 2027 unless the Contract is terminated earlier.

I understand and agree to the terms set forth above and those contained in the Purchase Agreement which is attached hereto as Exhibit A and incorporated herein by this reference.

VENDOR:

By: Korinne Pace Digitally signed by Korinne Pace Date: 2024.05.29 12:14:10 -04'00'

Name: Korinne Pace

Title: Contract Analyst

Date Signed: 5-29-2024

COUNTY:

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

By:_____

Name: Greg Hagwood

Chair, Board of Supervisors

Date signed:

ATTEST:

By:_____

Name: Allen Hiskey

Deputy Clerk of the Board

Date Signed:

LEXIS+®/LEXIS+ AI™ SUBSCRIPTION AGREEMENT FOR STATE/LOCAL GOVERNMENT

(NEW SUBSCRIBER VERSION-AAR)

"**Subscriber**" **Name: Plumas County, CA County Counsel**
Account Number: 1000ROY6O
"LN": LexisNexis, a division of RELX Inc.

1. Subscription Agreement

LexisNexis, a division of RELX Inc. ("LN") grants Subscriber a non-exclusive, non-transferable limited license to access and use Lexis+ AI and the materials available therein ("Materials") pursuant to terms set forth in the LexisNexis General Terms and Conditions ("General Terms") and the pricing set forth in the Price Schedule ("Price Schedule") (the General Terms together with the Price Schedule is collectively referred to as the "Subscription Agreement"), both of which are incorporated herein by reference. Subscriber may view and print the Subscription Agreement at: https://www.lexisnexis.com/en-us/terms/GovtAcademic/terms.page.

2. Certification

2.1. Subscriber certifies that the number of government professionals in Subscriber's organization is as set forth below. A "Government Professional User" is defined as an attorney, judge, librarian, researcher, investigator or analyst who is employed by the Subscriber.

Number of Government Professional Users:	**2**

2.2. A "Support Staff User" is defined as a person who supports the Government Professional User, including, but not limited to: paralegals, interns, legal secretaries or other administrative support members. 1 ID may be issued to support staff for each Government Professional User accounted for above.

2.3. Each LN ID must be issued for individual use by the Government Professional User or Support Staff User.

2.4. If Subscriber, at the time of signing this Agreement has 11 or more Government Professional Users, then Subscriber is required to notify LN if the number of Government Professional Users falls below 11. Subscriber shall, within 30 days of the staffing change, notify LN in writing.

2.5. Subscriber acknowledges that the pricing and menus provided to Subscriber in this Agreement depend in part on the number of Government Professional Users in Subscriber's organization. Subscriber certifies that as of the date Subscriber signs this Agreement there are the number of Government Professional Users in Subscriber's organization (the "Reference Number") as Subscriber has specified above.

i. At LN's request from time to time, Subscriber will certify in writing the then-current Reference Number.

ii. If there is a change in the Reference Number during the Term, LN may, in its sole discretion on at least 30 days prior written notice to Subscriber, increase or decrease the Monthly Commitment by an amount that does not exceed, on a percentage basis, the change in the Reference Number.

3. Lexis+ AI Product and Charges

3.1. This Section 3 amends the Subscription Agreement with respect to the Lexis+ AI product offering described below. The Term of Subscriber's commitment for the Lexis+ AI product offering will begin upon the date Subscriber's billing account ("Account Number") is activated ("Activation") and will continue for the last period set forth in Section 3.5 below (the "Initial Term").

3.2. This Agreement commences on the Effective Date and continues for the Initial Term designated in Section 3.5; provided, that, after the Initial Term, this Agreement shall automatically renew for successive one-year renewal terms (each, a "Renewal Term"), unless either Party provides written notice of non-renewal

at least thirty (30) days' prior to the expiration of the then-current Initial Term or Renewal Term, as the case may be. "Term" means, collectively, the Initial Term and all Renewal Terms.

3.3. Commencing at the Renewal Term (defined in Section 3.2), at each anniversary of the Effective Date, LN shall increase all recurring fees by seven point five per cent (7.5%) per Contract Year.

3.4. Subscriber may not terminate this Agreement for convenience under General Terms during the Term. Notwithstanding the foregoing, Subscriber may terminate this Agreement during the Term for a material breach by LN that remains uncured for more than 30 days after LN receives written notice from Subscriber identifying a specific breach.

If Subscriber terminates this Agreement pursuant to this Section, then Subscriber will pay all charges incurred up to the date of termination.

Lexis+ AI Content & Features		
Product	**SKU Number**	**Number of Users**
CA National Government Package	1537088	2
Lexis+™ AI Access - Ask & Summarize	1547529	2
Lexis+™ AI Access - Drafting	1547532	2
All Matthew Bender Library - National	1012260	2
CA CEB Analytical	1522340	2
Lexis Create for US Markets (Incl. Transactional & Litigation)	1545335	2

3.5. In exchange for access to the Content, Feature and/or Service set forth in Section 3.1 above, Subscriber will pay to LN the following amount (the "Monthly Commitment") during the periods set forth below.

Initial Term	**Monthly Commitment**
June 3- July 31,2024	$0
August 1, 2024 - July 31, 2025	$698
August 1, 2025 - July 31, 2026	$733
August 1, 2026 - July 31, 2027	$770

3.6. During the Term, LN may make content and features available to Subscriber that are not included in the Lexis+ AI Content described above at an additional charge ("Out of Plan Materials"). Authorized Users trying to access Out of Plan Materials will be notified of the additional charges before the materials are displayed. If an Authorized User accesses the Out of Plan Materials, Subscriber will pay the transactional charge(s) displayed at the time of access. If Subscriber does not initial below, Out of Plan Materials will be excluded from Authorized User's search.

To have Out of Plan Materials available for your Authorized Users, initial here _____
(Initial)

3.7. Use of Lexis+ AI under this Agreement is available to Subscriber and its Authorized Users (defined in the General Terms).

3.8. LN may temporarily suspend access to Lexis+ AI until all unpaid amounts are paid in full. No claims directly or indirectly related to this Agreement with respect to amounts billed or payments made under this Agreement may be initiated by Subscriber more than 6 months after such amounts were first billed to Subscriber.

4. Closed Offer

The prices and other terms are subject to change if Subscriber has not submitted a signed original or copy on or before 06/15/2024.

5. Confidential Information

Subject to any state open records or freedom of information statutes, this Agreement contains confidential pricing information of LN. Subscriber understands that disclosure of the pricing information contained herein could cause competitive harm to LN, and will receive and maintain this Agreement in trust and confidence and take reasonable precautions against such disclosure to any third person. This Section 5 will survive the termination or expiration of this Agreement.

6. Support and Training

During the Term, Subscriber, with the support of LN, agrees to encourage the effective use of Lexis+ AI through:

(a) Meaningful participation in additional ongoing programs presented by LN to update and train Authorized Users;

(b) Authorize the periodic distribution of memos or other communications by LN and/or Subscriber to Authorized Users; and

(c) The periodic review with LN of Subscriber's Authorized User's use of materials and training under this Agreement.

7. Miscellaneous

7.1. This Agreement does not bind either party until it has been accepted by both parties. Subscriber may accept this Agreement by signing below. LN will accept this Agreement by providing Subscriber with access to or by signing below.

7.2. If Subscriber issues a purchase order in connection with the Agreement, Subscriber acknowledges and agrees that the purchase order shall be for Subscriber's internal purposes only and shall not modify or affect any of the other terms or conditions for access to the Online Services.

LEXISNEXIS WILL NOT ACCEPT ANY CHANGES, CORRECTIONS OR ADDITIONS TO THIS AGREEMENT UNLESS SUCH CHANGES ARE EXPRESSLY ACCEPTED BY LN IN WRITING. SUCH CHANGES WILL HAVE NO LEGAL EFFECT.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK, SIGNATURE PAGE FOLLOWS]

AGREED TO AND ACCEPTED BY:

Subscriber:	**Plumas County, CA County Counsel**
[MUST BE COMPLETED BY SUBSCRIBER]	
Authorized Subscriber Signature:	
Printed Name:	Josh Brechtel
Job Title:	Interim County Counsel
Date:	June 4, 2024

LexisNexis, a division of RELX Inc.

[COMPLETED BY LEXISNEXIS]

Authorized Signature:	Korinne Pace Digitally signed by Korinne Pace Date: 2024.05.29 12:14:31 -04'00'
Name:	Korinne Pace
Job Title:	
Date:	

CUSTOMER INFORMATION (Please type or print):		
Organization Name: (Full Legal Name)	**Plumas County, CA County Counsel**	
Billing Frequency:	☒ **Monthly**	☐ **Annually**
	Physical Address	**Invoice Address**
Street Address:	520 Main St Rm 115	520 Main St Rm 115
City:	Quincy	Quincy
State:	CA	CA
Zip:	95971-9115	95971-9115
County:	Plumas	Plumas
Telephone:	1(530)283-6240	1(530)283-6240
Fax:		
Parent Company: ***(if applicable)***		

Type of Organization:

☒ Legislative ☐ Judicial ☐ Executive

Professional User: _____ Practicing Area of Law: _____

Support Staff: _____ Employer Identification Number: _____

Bar No: _____ Issuing State: _____

Date Issued/Expiration Date: _____ Organization Web Address: _____

Tax Exempt: ☐ Yes (attach Sales Tax Exemption Certificate) MSA: ☐ Yes ☐ No

☒ No

Tax ID No:

State Contract No:
(If applicable)
PO No:
(If applicable)

Contacts:

	Name	Telephone	Email
Installation:	Kristina Rogers		kristinarogers@countyofplumas.com
Billing:	Kristina Rogers		kristinarogers@countyofplumas.com
Policy/Legal Notification:	Josh Brechtel		joshbrechtel@countyofplumas.com
Scheduling/Training:	Kristina Rogers		kristinarogers@countyofplumas.com

	Name	Telephone
Super Admin:	Josh Brechtel	
	Email	**IP Address**
	joshbrechtel@countyofplumas.com	

CUSTOMER ID INFORMATION (Please type or print)			
ID HOLDERS' NAMES (additional sheet attached ☐)	**ID HOLDERS' TITLES/POSITIONS**	**ID HOLDERS' EMAIL ADDRESSES**	**LOCATION/ADDRESS**
Joshua Brechtel	Interim County Counsel	joshbrechtel@countyofplumas.com	Plumas County Courthouse 520 Main Street, Rm 115 Quincy, CA 95971
Sara James	Deputy County Counsel	sarajames@countyofplumas.com	Plumas County Courthouse 520 Main Street, Rm 115 Quincy, CA 95971

PLUMAS COUNTY
CLERK OF THE BOARD OF SUPERVISORS
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Allen Hiskey, Clerk of the Board**
MEETING DATE:	**June 4, 2024**
SUBJECT:	**Approve and authorize Chair to sign First Amendment to Agreement between Plumas County Counsel and UBEO West, LLC adding language to Exhibit B in order to make payments to and provide COI to the leasing company, CFS; (General Fund Impact) no additional impacts; approved as to form by County Counsel.**

Recommendation:
Approve and authorize Chair to sign First Amendment to Agreement between Plumas County Counsel and UBEO West, LLC adding language to Exhibit B in order to make payments to and provide COI to the leasing company, CFS; (General Fund Impact) no additional impacts; approved as to form by County Counsel.

Background and Discussion:
After receiving our first invoice for these services we found out that we were being billed by the leasing company (Canon Financial Company (CFS)) and not the maintenance company (UBEO) and that CFS required to be listed as the Loss Payee/Additional insured on a Certificate of Insurance (COI) from the county. In order to pay the invoice from CFS and provide a COI with CFS listed we needed to add language to the agreement allowing this.

Action:

Approve and authorize Chair to sign First Amendment to Agreement between Plumas County Counsel and UBEO West, LLC adding language to Exhibit B in order to make payments to and provide COI to the leasing company, CFS; (General Fund Impact) no additional impacts; approved as to form by County Counsel.

Fiscal Impact:

No General Fund Impact.

Attachments:
1. 3301 FINAL (3)

FIRST AMENDMENT TO AGREEMENT
BY AND BETWEEN
PLUMAS COUNTY AND UBEO WEST, LLC

This First Amendment to Agreement ("Amendment") is made on May 22, 2024, between PLUMAS COUNTY, a political subdivision of the State of California, by and through its BOARD OS SUPERVISORS ("COUNTY"), and UBEO WEST, LLC ("CONTRACTOR") who agrees as follows:

1. **Recitals:** This Amendment is made with reference to the following facts and objectives:

    a. COUNTY and CONTRACTOR have entered into a written Agreement dated February 6, 2024, (the "Agreement"), in which CONTRACTOR agreed to provide COUNTY with one (1) new Canon ImageRunner Advance DX C5850i and maintenance for said machine.

    b. Because payments are to be made to and certificates of insurance are required for the copier leasing company, Canon Financial Services, the parties desire to change the Agreement.

2. **Amendments:** The parties agree to amend the Agreement as follows:

    a. Exhibit B is amended as attached.

3. **Effectiveness of Agreement:** Except as set forth in this First Amendment of Agreement, all provisions of the Agreement dated February 6, 2024, shall remain unchanged and in full force and effect.

CONTRACTOR:

UBEO WEST, LLC

By:_____
Name: John Fortino
Title: Chief Financial Officer
Date signed:

COUNTY:

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

By:_____
Name: Greg Hagwood
Title: Chair, Board of Supervisors
Date signed:

ATTEST:

By:_____
Name: Allen L. Hiskey
Title: Clerk of the Board
Date signed:

Approved as to form:

Joshua Brechtel, Attorney
County Counsel's Office

EXHIBIT B

Fee Schedule

1. County shall pay a total of $677.17 monthly for a term of 36 months broken up as follows:

   a) County shall pay $558.53 per month to lease one (1) Canon ImageRunner Advance C5850i.

   b) County shall pay $118.64 per month for maintenance on one (1) Canon ImageRunner Advance C5850i print/copy/scan to folder to include up to 3,384 monthly black and white images (11,502 quarterly) and 1,677 monthly color images (5,001 quarterly) on the equipment covered by this Agreement. County shall pay an additional $0.0079 per quarter for black and white images over 11,502 and $0.0530 per color images over 5,001.

   c) County shall own the Canon ImageRunner Advance C5850i at the end of the 36-month term with a $1.00 buyout.

2. All lease and maintenance invoices for this agreement will be generated by and payment shall be made to:

   Canon Financial Services, Inc. (CFS)
   14904 Collections Center Drive
   Chicago, IL 60693-0149

3. County shall provide a Certificate of Insurance to Canon Financial Services, Inc. (CFS) listing them as the Loss Payee/Additional Insured.

4. Service and Supplies include all parts, labor, service, and supplies including toner and drums (excluding paper and staples only). All meters will be collected on an annual basis, and all overages will be charged at the Service and Supply pricing indicated above.

5. Contractor shall read the image meter quarterly and shall promptly invoice the County following each meter reading. Contractor shall not invoice the County more frequently than once per quarter.

6. Services or repairs made necessary by accident, misuse, abuse, neglect, relocation of equipment, theft, riot, vandalism, electrical power failure, water or other casualty, or use of parts or servicing (excluding paper) from sources other than Contractor, are not included in the above rates. Such services and repairs shall be charged at Contractor's then-current rates for parts and labor.

7. When the Covered Equipment is networked, and the network is the cause of any problems and not the Covered Equipment itself, any service calls made by the Contractor in response to these network problems shall not be included in the above rate and shall instead be charged at Contractor's then-current rates for such service calls.

PLUMAS COUNTY
CLERK OF THE BOARD OF SUPERVISORS
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Allen Hiskey, Clerk of the Board**
MEETING DATE:	**June 4, 2024**
SUBJECT:	**Approve the Meeting Minutes for all meetings held in May 2024, as submitted.**

Recommendation:
Approve the Meeting Minutes for all meetings held in May 2024, as submitted.

Background and Discussion:
The Board of Supervisors approves all minutes.

Action:

Approve the Meeting Minutes for all meetings held in May 2024, as submitted.

Fiscal Impact:

No General Fund Impact.

Attachments:
1. Minutes 05-07-2024
2. Minutes 05-14-2024
3. Minutes 05-21-2024

Board of Supervisors

Dwight Ceresola, Vice Chair, 1st District
Kevin Goss, 2nd District
Thomas McGowan, 3rd District
Greg Hagwood, 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 7, 2024

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.

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

Pursuant to Government Code section 54953 (e) and to maintain the orderly conduct of the meeting, the County of Plumas members of the Board of Supervisors may attend the meeting via teleconference or phone conference and participate in the meeting to the same extent as if they were physically present. Due to Government Code section 54953(e), the Boardroom will be open to the public but subject to state or federal social distancing or masking requirements, if applicable. It is strongly recommended that individuals attending meetings wear masks. 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

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.

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, Supervisor - District 5 Engel

PLEDGE OF ALLEGIANCE

Supervisor Ceresola led the Pledge of Allegiance.

ADDITIONS TO OR DELETIONS FROM THE AGENDA

Chair Hagwood has requested that Item 4.F.1. be removed 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.

George Tarlton offered a short prayer.
There were no other Public Comment in person, or on Zoom.

DEPARTMENT HEAD ANNOUNCEMENTS/REPORTS

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

Sharon Sousa (Behavioral Health Director) - updated the Board on May, being Mental Health Awareness Month and handed out green ribbons to each of the Board members.
Rob Thorman (Acting Director Public Works) - updated the Board on Spring road openings County wide. These roads are on the County's Public Health Website. Chester Green Waste is back open starting May 16, 2024, and accepting waste at $5.00 per yard.
Marcy DeMartile (CCR/Registrar of Voters) - updated the Board on 5/7/24 being election day for Chester PUD Special Tax Measures B&C, hopefully published after 8pm this evening. Potential 4 of 5 CPUD Board members recall petitions have been submitted, and being reviewed. Her office is also preparing for the November Presidential General Elections on July 19, 2024.

ACTION AGENDA

1. UPDATES AND REPORTS

A. DISASTER RECOVERY OPERATIONS

Report and update Dixie Fire Recovery efforts; receive report and discussion

No Report Provided.

B. PLUMAS COUNTY BUSINESS AND ECONOMIC DEVELOPMENT

Report and update on Dixie Fire Business and Economic Recovery efforts.

Clint Koble - presented the following handouts to the Board.
https://plumascounty.us/ArchiveCenter/ViewFile/Item/18243
https://plumascounty.us/ArchiveCenter/ViewFile/Item/18245
https://plumascounty.us/ArchiveCenter/ViewFile/Item/18246

C. DIXIE FIRE COLLABORATIVE

Report, update, and discussion on Dixie Fire Collaborative efforts

Patrick Joseph - updated the Board on Community Development Block Grant, Recover California Grant. Currently, they have 38 applicants.
Clint Koble makes comments, corrects his housing quotes.

D. US FOREST SERVICE

Report and update.

No Report Provided.

E. MUNIS HR/PAYROLL MODULE UPDATE

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

CAO Lucero updated the Board on having Special Districts being almost there in Munis, maybe having to work Saturdays to get this information in Munis.

F. COUNTY TREASURER'S REPORT

Report and update from County Treasurer regarding the assessing, collecting, safekeeping, management, or disbursement of public funds, including investment reporting and an investment policy.

No Report Provided.

G. FINANCIAL/AUDIT REPORT

Report from County Departments regarding the County's Financial and audit status.

This item will be covered under 4.B.1.
CSAC presentation from Supervisor McGowan

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 5 Engel, **Seconded by** Supervisor - District 3 McGowan.
Vote: Motion carried by unanimous roll call vote (**summary:** Yes = 5).
Yes: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.

A. PUBLIC HEALTH AGENCY

1) Approve and authorize 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, 2024; not to exceed $90,000.00; (No General Fund Impact) (various funding including HIV, IZ, Health Fees) approved as to form by County Counsel.

2) Approve and authorize Public Health Agency to recruit and fill, funded and allocated, vacant (1) FTE Office Supervisor position; due to resignation (No General Fund Impact) in FY23/24 budget.

3) Approve and authorize Chair to sign an agreement between Plumas County Public Health Agency and Les Hall to provide various services to Public Health related to the Medi-Cal Administrative Activities (MAA) Program; effective July 1, 2024; not to exceed $75,000.00; (No General Fund Impact) (MAA) approved as to form by County Counsel.

4) Approve and authorize 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, 2024; not to exceed $11,250.00; (No General Fund Impact) (FOPH) approved as to form by County Counsel.

5) Approve and authorize Chair to ratify and sign an agreement between Plumas County Public Health Agency and David Asmuth, M.D. to provide services related to the Ryan White Part C Program; effective April 1, 2024; not to exceed $5,000.00; (No General Fund Impact) (RW Part C) approved as to form by County Counsel.

6) Approve and authorize Chair to ratify and sign an agreement between Plumas County Public Health Agency and Michael Staszel, D.O., P.A. to provide services related to the Ryan White Part C Program; effective April 1, 2024; not to exceed $22,500.00; (No General Fund Impact) (RW Part C) approved as to form by County Counsel.

7) Approve and authorize Chair to ratify and sign an agreement between Plumas County Public Health Agency and Redding Critical Care Medical Group to provide services related to the Ryan White Part C Program; effective April 1, 2024; not to exceed $7,200.00; (No General Fund Impact) (RW Part C) approved as to form by County Counsel.

B. ENVIRONMENTAL HEALTH DEPARTMENT

1) Approve and authorize Chair to ratify and sign an agreement between Plumas County Department of Environmental Health and Tait Environmental Services, Inc. to create a commodity flow study of the hazardous materials that flow through Plumas County; effective April 16, 2024, through July 15, 2024; not to exceed $32,780.00; (No General Fund Impact) funds paid for by CalOES; approved as to form by County Counsel.

C. FAIRGROUNDS

1) Approve and authorize Fair Department to dispose of 4 (four) junk vehicles at the Fairgrounds; No General Fund Impact

2) Approve and authorize Fair Department to recruit and fill 10 extra-help positions; No General Fund Impact; approve exemption of the 30-day, 29-hour work week limit for Seasonal Extra Help during Fair time and adjacent months.

D. BEHAVIORAL HEALTH

1) Approve and authorize Chair to ratify and sign an agreement between Plumas County Behavioral Health and Plumas Unified School District to provide specialty mental health services to Medi-Cal eligible school-year-age children and youth; effective July 1,2023; Medi-Cal reimbursable program; (No General Fund Impact) approved as to form by County Counsel.

2) Approve and authorize the Chair to sign an agreement between Plumas County Behavioral Health and Willow Glen Care Center; a rehabilitation facility effective July 1, 2024; not to exceed $450,000.00; (No General Fund Impact) a combination of state and federal funds; approved as to form by County Counsel.

3) Approve and authorize Chair to ratify and sign an agreement between Plumas County Behavioral Health and Partnership HealthPlan of California; to ensure that members receive mental health services in a coordinated manner and to provide a process to continuously evaluate the quality of care coordination; effective as of the last date of signatures; (No General Fund Impact) a combination of state and federal funds; approved as to form by County Counsel.

E. ASSESSORS OFFICE

1) Approve and authorize Assessor's Office to recruit and fill 1 (one) extra-help position; due to resignation; not to exceed 29-hours per week; (No General Fund Impact) as approved in FY 23/24 budget.

F. CLERK OF THE BOARD OF SUPERVISORS

1) Approve the Meeting Minutes for all meetings held in April 2024; as submitted.

G. PUBLIC WORKS/ROAD

1) Authorization for the Public Works/Road Department to fill the vacancy of One (1) FTE Road Maintenance Worker position in the Graeagle Maintenance District; due to resignation; No General Fund impact.

2) Approve and authorize Chair to sign Professional Services Agreement for “On-call Civil Engineering Services for Transportation Improvement Projects” between Plumas County Public Works and MGE Engineering, Inc.; No General Fund Impact; approved as to form by County Counsel.

H. SHERIFF'S OFFICE

1) Approve and authorize Sheriff's Office to recruit and fill, funded and allocated 2 (two) extra-help positions; not to exceed 29-hours per week; (No General Fund Impact) approved in FY 23/24 budget.

2) Approve and authorize Sheriff's Office to pay Plumas Sierra Rural Electric Cooperative, Invoice #201662, a non-contract invoice in the amount of $3,500.00 ; (No General Fund Impact); discussion and possible action.

3) Approve and authorize Chair to sign an agreement between Plumas County Sheriff's Office and Crossroads Software Inc; effective April 15th, 2024 ; not to exceed $40,000.00 ; (No General Fund Impact) Grant Funded; approved as to form by County Counsel.

I. HUMAN RESOURCES

1) Approve and authorize Human Resources Department to recruit and fill one (1) extra-help position; not to exceed 29-hours per week, 1560-hours per reporting year Nov-Oct; (General Fund Impact) as requested in FY24/25 budget.

J. SOCIAL SERVICES

1) Approve and authorize Chair to sign an agreement between Plumas County Department of Social Services and April Bay, Ph.D. for psychological evaluations of parents who are in the Child Welfare system. The maximum compensation available for the current term is not to exceed $30,000; . Funding for this expense comes from the Department's allocation of 2011 Realignment for Children's Protective Services. There is no impact to the County General Fund; approved as to form by County Counsel.

2) Approve and authorize Chair to sign an agreement between Plumas County department of Social Services and Les Schwab – Curran Tire Center for vehicle maintenance and repair for FY 2024-2025. Agreement not to exceed $20,000; No General Fund Impact State and Federal Funding; approved as to form by County Counsel.

K. SOLID WASTE

1) Approve and authorize Chair of the Board to sign amendment No. 1 to Agreement between Plumas County Public Works and Feather River Disposal, amending the definition of 'Operating Ratio'; No General Fund Impact; approved as to form by County Counsel; discussion and possible action.

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 BOARD OF SUPERVISORS

B. CONVENE AS THE BECKWOURTH COUNTY SERVICE AREA

1) Approve and authorize Chair to sign an agreement between Beckwourth CSA and NCE; effective May 7, 2024; not to exceed $39,344; No General Fund Impact; approved as to form by County Counsel; discussion and possible action.

Motion: Approve and authorize Chair to sign an agreement between Beckwourth CSA and NCE; effective May 7, 2024; not to exceed $39,344; No General Fund Impact; approved as to form by County Counsel; discussion and possible action., **Action:** Approve, **Moved by** Supervisor - District 2 Goss, **Seconded by** Supervisor - District 5 Engel.
Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 5).
Yes: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.
Rob Thorman Presented

C. **ADJOURN AS THE BECKWOURTH COUNTY SERVICE AREA GOVERNING BOARD**

D. **RECONVENE AS THE BOARD OF SUPERVISORS**

4. DEPARTMENTAL MATTERS

A. **COUNTY COUNSEL** - Josh Brechtel

1) Approve and authorize Chair to ratify and sign an agreement between Plumas County and Liebert Cassidy Whitmore, PC (LCW) to provide consulting, representational and legal services pertaining to CPRA responses; effective January 1, 2024; not to exceed $50,000; (General Fund Impact) this is a unbudgeted item; approved as to form by County Counsel. **Four/Fifths Roll call vote**

Motion: Approve and authorize Chair to ratify and sign an agreement between Plumas County and Liebert Cassidy Whitmore, PC (LCW) to provide consulting, representational and legal services pertaining to CPRA responses; effective January 1, 2024; not to exceed $50,000; (General Fund Impact) this is a unbudgeted item; approved as to form by County Counsel. **Four/Fifths Roll call vote**, **Action:** Approve, **Moved by** Supervisor - District 3 McGowan, **Seconded by** Supervisor - District 1 Ceresola.
Vote: Motion Passed by split vote (**summary:** Yes = 4 No = 1).
Yes: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood.
No: Supervisor - District 5 Engel.
Interim County Counsel Brechtel presented.

B. **AUDITOR-CONTROLLER** - Martee Nieman

1) **TIME CERTAIN 11:00 A.M.** Review and approve the Fiscal Year ending June 30, 2022, audits from Smith and Newell, CPA; discussion and possible action.

Motion: TIME CERTAIN 11:00 A.M. Review and approve the Fiscal Year ending June 30, 2022, audits from Smith and Newell, CPA; discussion and possible action., **Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 2 Goss.
Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 5).
Yes: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.
Martee Graham presented along with Norm Newell
Handout from CAO https://plumascounty.us/ArchiveCenter/ViewFile/Item/18247
Supervisor Ceresola commented on his appreciation for all the hard work from the Auditor's Office.

2) Approve and authorize Chair to sign an agreement between Plumas County Auditor Controller and Smith & Newell CPA; effective May 7, 2024; not to exceed $77,600.00; (General Fund Impact) approved as to form by County Counsel; this is for the FY 22/23 Audit.

Motion: Approve and authorize Chair to sign an agreement between Plumas County Auditor Controller and Smith & Newell CPA; effective May 7, 2024; not to exceed $77,600.00; (General Fund Impact) approved as to form by County Counsel; this is for the FY 22/23 Audit., **Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 3 McGowan.
Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 5).
Yes: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.
Martee Graham presented.

C. BEHAVIORAL HEALTH - Sharon Sousa

1) Approve and authorize Plumas County Behavioral Health to pay Susanville Motors a non-contract invoice in the amount of $4,813.96 Department Services Technician delivered department's 2016 Ford Explorer to the Ford dealership for a recall notice. Other major mechanical issues were discovered (No General Fund Impact). A combination of federal and state funds will cover this expense; discussion and possible action.

Motion: Approve and authorize Plumas County Behavioral Health to pay Susanville Motors a non-contract invoice in the amount of $4,813.96 Department Services Technician delivered department's 2016 Ford Explorer to the Ford dealership for a recall notice. Other major mechanical issues were discovered (No General Fund Impact). A combination of federal and state funds will cover this expense; discussion and possible action., **Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 2 Goss.
Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 5).
Yes: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.
Sharon Souza and Che Shannon presented.

D. SHERIFF'S OFFICE - Todd Johns

1) Consider request to appropriate $40,000.00 from the General Fund Contingency (2098052 / 528400) for Jail Electric Charges (7038052 / 527802); discussion and possible action. **Four/Fifths roll call vote**

Motion: Consider request to appropriate $40,000.00 from the General Fund Contingency (2098052 / 528400) for Jail Electric Charges (7038052 / 527802); discussion and possible action. **Four/Fifths roll call vote**, **Action:** Approve, **Moved by** Supervisor - District 3 McGowan, **Seconded by** Supervisor - District 2 Goss.
Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 5).
Yes: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.
Sheriff Johns presented.

2) Approve and authorize the Sheriff to proceed with a fixed asset purchase of 2 new electric dirt bikes using Off Highway Vehicle (OHV) grant funds from department 70384, account 545700; total not to exceed $11,500.00 dollars; No General Fund Impact; discussion and possible action. **Four/Fifths roll call vote.**

Motion: Approve and authorize the Sheriff to proceed with a fixed asset purchase of 2 new electric dirt bikes using Off Highway Vehicle (OHV) grant funds from department 70384, account 545700; total not to exceed $11,500.00 dollars; No General Fund Impact; discussion and possible action. **Four/Fifths roll call vote.** , **Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 3 McGowan.
Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 5).
Yes: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.
Sheriff Johns presented.

3) Approve and authorize Chair to ratify and sign an agreement between Plumas County Sheriff's Office and RSH INC, doing business as Curran Tire Center; effective April 1, 2024; not to exceed twenty thousand ($20,000.00); (General Fund Impact) as approved in FY23/24 budget; approved as to form by County Counsel.

Motion: Approve and authorize Chair to ratify and sign an agreement between Plumas County Sheriff's Office and RSH INC, doing business as Curran Tire Center; effective April 1, 2024; not to exceed twenty thousand ($20,000.00); (General Fund Impact) as approved in FY23/24 budget; approved as to form by County Counsel., **Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 2 Goss.
Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 5).
Yes: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.
Sheriff Johns presented.

4) Approve and authorize the Sheriff to recruit and hire a Sheriff's Office Manager, 1 (one) FTE. This position has been approved and allocated in the FY 23/24 budget. General Fund Impact

Motion: Approve and authorize the Sheriff to recruit and hire a Sheriff's Office Manager, 1 (one) FTE. This position has been approved and allocated in the FY 23/24 budget. General Fund Impact, **Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 2 Goss.
Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 5).
Yes: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.
Sheriff Johns presented.

5) Approve and authorize fixed asset budget transfer in the amount of $32,300.00 for department 70331 AB443 Sheriff from service and supplies account for Equipment Maintenance Contract 70331 520907 to Vehicle fixed asset account 70331 545100. No general fund impact; discussion and possible action. **Four/fifths roll call vote.**

Motion: Approve and authorize fixed asset budget transfer in the amount of $32,300.00 for department 70331 AB443 Sheriff from service and supplies account for Equipment Maintenance Contract 70331 520907 to Vehicle fixed asset account 70331 545100. No general fund impact; discussion and possible action. **Four/fifths roll call vote.** , **Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 2 Goss.
Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 5).
Yes: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.
Sheriff Johns presented.

E. CODE ENFORCEMENT - Jennifer Langston

1) Letter addressing a public comment made during the April 2, 2024, Board of Supervisors meeting regarding the Bennetts Trailer Park, Park ID #32-0098-MP, located at 407 Bell Lane, Quincy, CA (APN# 117-031-003-000).

Jennifer Langston read the letter to the Board.
The Board agreed that a letter to the State Housing Authority be drafted and put on the agenda for May 21, 2024, for Board approval.

F. LIBRARY - Dora Mitchell

1) Adopt **RESOLUTION** to update the established county office hours for Plumas County Library; (General Fund Impact); approved as to form by County Counsel; discussion and possible action. **Roll call vote**

This item was pulled at the request of the County Librarian.

G. PUBLIC WORKS - Rob Thorman

1) Approve and authorize Chair to sign the Delegated Maintenance Agreement for the Lake Almanor Recreation Trail extension being constructed as part of the Caltrans State Route 89 Lake Almanor Rehabilitation Project; No General Fund Impact; approved as to form by County Counsel.

Motion: Approve and authorize Chair to sign the Delegated Maintenance Agreement for the Lake Almanor Recreation Trail extension being constructed as part of the Caltrans State Route 89 Lake Almanor Rehabilitation Project; No General Fund Impact; approved as to form by County Counsel., **Action:** Approve, **Moved by** Supervisor - District 2 Goss, **Seconded by** Supervisor - District 3 McGowan.
Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 5).
Yes: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.
Rob Thorman presented.

H. INFORMATION TECHNOLOGY - Gregory Ellingson

1) Approve and authorize Plumas County Information Technology to pay Four J's Development Tools, Inc. a non-contract invoice in the amount of $8,118 for annual software maintenance and support (General Fund Impact) use of budget line item (2022052/520411); discussion and possible action.

Motion: Approve and authorize Plumas County Information Technology to pay Four J's Development Tools, Inc. a non-contract invoice in the amount of $8,118 for annual software maintenance and support (General Fund Impact) use of budget line item (2022052/520411); discussion and possible action., **Action:** Approve, **Moved by** Supervisor - District 3 McGowan, **Seconded by** Supervisor - District 2 Goss.
Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 5).
Yes: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.
Greg Ellingson presented.

I. **PLANNING** - Tracey Ferguson

1) **CONTINUED PUBLIC HEARING:** Adopt an **ORDINANCE** of the County of Plumas, State of California, first introduced on April 16, 2024, AMENDING PLUMAS COUNTY CODE TITLE 9 PLANNING AND ZONING, CHAPTER 2 ZONING, ARTICLE 2; ARTICLE 4; ARTICLE 5; ARTICLE 13, ARTICLE 14; ARTICLE 15; ARTICLE 16; ARTICLE 17; ARTICLE 18; ARTICLE 19; ARTICLE 20; ARTICLE 21; ARTICLE 22; ARTICLE 23; ARTICLE 25; ARTICLE 26; ARTICLE 30; ARTICLE 31; ARTICLE 33; ARTICLE 34; AND CHAPTER 2 ZONING ADDING ARTICLE 45; AND AMENDING CHAPTER 9 STATE RESPONSIBILITY AREA FIRE SAFE REGULATIONS, ARTICLE 4. No General Fund Impact. Approved as to form by County Counsel; discussion and possible action. **Roll call vote**

Motion:
CONTINUED PUBLIC HEARING: Adopt an **ORDINANCE** of the County of Plumas, State of California, first introduced on April 16, 2024, AMENDING PLUMAS COUNTY CODE TITLE 9 PLANNING AND ZONING, CHAPTER 2 ZONING, ARTICLE 2; ARTICLE 4; ARTICLE 5; ARTICLE 13, ARTICLE 14; ARTICLE 15; ARTICLE 16; ARTICLE 17; ARTICLE 18; ARTICLE 19; ARTICLE 20; ARTICLE 21; ARTICLE 22; ARTICLE 23; ARTICLE 25; ARTICLE 26; ARTICLE 30; ARTICLE 31; ARTICLE 33; ARTICLE 34; AND CHAPTER 2 ZONING ADDING ARTICLE 45; AND AMENDING CHAPTER 9 STATE RESPONSIBILITY AREA FIRE SAFE REGULATIONS, ARTICLE 4. No General Fund Impact. Approved as to form by County Counsel; discussion and possible action. **Roll call vote**
, **Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 2 Goss.
Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 5).
Yes: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.
Tracey Ferguson presented. Ordinance will be sent to the State for review and approval.

5. COUNTY ADMINISTRATIVE OFFICE - DEBRA LUCERO

A. County Administrative Officer's Report

CAO Lucero presented her report to the Board.

6. BOARD OF SUPERVISORS

A. **TIME CERTAIN 11:00 A.M**. Receive presentation from Sierra Institute on chip procurement and fiscal viability of bio mass and Health & Human Services impact.

The Board received a presentation from the Sierra Institute regarding chip procurement.
https://plumascounty.us/ArchiveCenter/ViewFile/Item/18244
Mrs. Kearns made a comment.
Comments from CAO Lucero, Supervisors Goss, Ceresola, and Engel

B. Accept letter of Retirement from Neal Caiazzo, Social Services Director, effective June 1, 2024, and direct Human Resources to begin recruitment to fill the position; discussion and possible action.

Motion: Accept letter of Retirement from Neal Caiazzo, Social Services Director, effective June 1, 2024, and direct Human Resources to begin recruitment to fill the position; discussion and possible action., **Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 2 Goss.
Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 5).
Yes: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.

C. California State Controller's Office; discussion and possible action.

Chair Hagwood asked if Board wants to continue discussion or should it be dropped, Supervisor McGowan comments says its better now, Martee comments, Supervisor Ceresola comments; Supervisor Engel motions, seconded by Supervisor Goss. Table item for now at the request of the Board.

D. 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 4, 2024; discussion and possible action.

Motion: 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 4, 2024; discussion and possible action., **Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 3 McGowan.
Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 5).
Yes: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.

E. 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 Beckworth Complex, Dixie and Fly Fires; recommendation to continue the emergency and bring back within 60 days, on July 9, 2024; discussion and possible action.

Motion: 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 Beckworth Complex, Dixie and Fly Fires; recommendation to continue the emergency and bring back within 60 days, on July 9, 2024; discussion and possible action., **Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 3 McGowan.
Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 5).
Yes: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.

F. Review, pursuant to Government Code section 8630, **RESOLUTION No. 23-8767** ratifying the Proclamation of County-Wide Local Emergency due to the Plumas County Blizzard & Storm Events; recommendation to continue the emergency and bring back within 60 days, on July 9, 2024; discussion and possible action.

Motion: Review, pursuant to Government Code section 8630, **RESOLUTION No. 23-8767** ratifying the Proclamation of County-Wide Local Emergency due to the Plumas County Blizzard & Storm Events; recommendation to continue the emergency and bring back within 60 days, on July 9, 2024; discussion and possible action., **Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 3 McGowan.
Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 5).
Yes: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.

G. APPOINTMENTS

1) Appoint Nick Collin to Facilities Director effective April 22, 2024, as recommended; discussion and possible action; **Roll Call Vote**

Motion: Appoint Nick Collin to Facilities Director effective April 22, 2024, as recommended; discussion and possible action; **Roll Call Vote**, **Action:** Approve, **Moved by** Supervisor - District 3 McGowan, **Seconded by** Supervisor - District 2 Goss.
Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 5).
Yes: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.

H. CORRESPONDENCE

This item was covered under Weekly Reports.

I. WEEKLY REPORT BY BOARD MEMBERS OF MEETINGS ATTENDED, KEY TOPICS, PROJECT UPDATES, STANDING COMMITTEES AND APPOINTED BOARDS AND ASSOCIATIONS

Supervisor Hagwood received correspondence regarding receiving numerous emails from a Marin County resident.

Supervisor Engel received correspondence regarding attending the Solid Waste Task Force Meeting

Supervisor McGowan received correspondence regarding attending the CSAC Conference.

7. CLOSED SESSION

ANNOUNCE ITEMS TO BE DISCUSSED IN CLOSED SESSION

A. Conference with real property negotiator, regarding courthouse facilities: Greenville Sub Station, 115 Crescent St., APN 110120047000; Chester Complex, 251 E. Willow, APN 100062002000; Portola Court Building, 151 Nevada St., APN 126131001000

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. Public Employee Wage Negotiation - Instruction and direction to bargaining representative on employee salaries, discussion of funds and funding priorities.

D. Conference with Legal Counsel: Existing litigation pursuant to Subdivision (d) (1) of Government Code §54956.9 (2 cases)

E. Conference with Legal Counsel: Initiating litigation pursuant to Subdivision (d)(1) of Government Code Section 54956.9 (1 case)

F. Conference with Legal Counsel: Significant exposure to litigation pursuant to Subdivision (d)(2) and (e)(2) of Government Code Section 54956.9 (2 cases)

REPORT OF ACTION IN CLOSED SESSION (IF APPLICABLE)

Chair Hagwood reported there was no reportable action taken during closed session.

8. ADJOURNMENT

Adjourned meeting to Tuesday, May 21, 2024, Board of Supervisors Room 308, Courthouse, Quincy, California

Board of Supervisors

Dwight Ceresola, Vice Chair, 1st District
Kevin Goss, 2nd District
Thomas McGowan, 3rd District
Greg Hagwood, 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 14, 2024

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.

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

Pursuant to Government Code section 54953 (e) and to maintain the orderly conduct of the meeting, the County of Plumas members of the Board of Supervisors may attend the meeting via teleconference or phone conference and participate in the meeting to the same extent as if they were physically present. Due to Government Code section 54953(e), the Boardroom will be open to the public but subject to state or federal social distancing or masking requirements, if applicable. It is strongly recommended that individuals attending meetings wear masks. 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

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.

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, Supervisor - District 5 Engel

PLEDGE OF ALLEGIANCE

Allen Hiskey, Clerk of the Board led the Pledge of Allegiance.

ADDITIONS TO OR DELETIONS FROM THE AGENDA

Chair Hagwood has requested that item 5.E be added to the agenda, as an urgency item.
Motioned by: Supervisor Engel, Seconded by: Supervisor Ceresola.
FRTA presentation moved to reports, out of Consent 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.

Pastor George offered a short prayer.
Zoom Comment - concerns regarding the US Forest Service in the way they are treating the trees in Plumas County.
Zoom Comment - Brian Rosen concerns regarding logging in Plumas County.

DEPARTMENT HEAD ANNOUNCEMENTS/REPORTS

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

Paul Russell (Museum Director) - updated the Board on recently hiring a new Full-Time Assistant Museum Director, Pioneer Living History Day June 4-6, 2024. The Board of Trustees recently lost Don Clark who served on the Board of Trustees for 18 years, 13 of which were President of the Board, and also served as a District 5 Supervisor.

CAO Lucero introduces Nick Collin to the board as the new Facilities Director.
Clint Koble makes comment

ACTION AGENDA

1. UPDATES AND REPORTS

A. DISASTER RECOVERY OPERATIONS

Report and update Dixie Fire Recovery efforts; receive report and discussion

No Report Provided.

B. PLUMAS COUNTY BUSINESS AND ECONOMIC DEVELOPMENT

Report and update on Dixie Fire Business and Economic Recovery efforts.

Clint Koble - handout https://plumascounty.us/ArchiveCenter/ViewFile/Item/18258

C. DIXIE FIRE COLLABORATIVE

Report, update, and discussion on Dixie Fire Collaborative efforts

Patrick Joseph updated the Board on last week's brief regarding the single family home mitigation grant, so individuals can come into their office in Greenville 127 Crescent St to apply for this grant. The information has been uploaded to their website. Community Meeting to be held in Greenville this Saturday 5/1/2024.

D. US FOREST SERVICE

Report and update.

No Report Provided.

E. MUNIS HR/PAYROLL MODULE UPDATE

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

CAO Lucero updated the Board on moving forward with Client First new strategy, trying to go live by July 1st. Information in Pentamation is incorrect and if we go live to quickly could have problems, they will need to have maybe 4-5 Saturday work days to accomplish getting this done. Supervisor McGowan comments on getting it done the first time.

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 5 Engel, **Seconded by** Supervisor - District 1 Ceresola.
Vote: Motion carried by unanimous roll call vote (**summary:** Yes = 5).
Yes: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.

A. **TIME CERTAIN: 11:00 A.M.** Presentation from Feather River Tourism Association (FRTA) on its Annual Report.

FRTA respectfully requests the Board approve staff time to update the 2021 Agreement for Services between the County and the Feather River Tourism Association, and FRTA respectfully requests the Board approve staff time to update the 2018 Voluntary Collection Agreement for Transient Occupancy Tax with the AirBnB to include payment of FRTA 2% assessment along with the transient occupancy tax; discussion and possible action.

The Board received a presentation from FRTA in detail.
Clint Koble, Julie White (Treasurer-Tax Collector), and Jennifer Tuck commented
Supervisor Engel asked a question to about time spent on FRTA.

B. PUBLIC HEALTH AGENCY

1) Approve and authorize Chair to ratify and sign two agreements between Plumas County Public Health Agency and Great Northern Services to provide services for the Ryan White Part B and Part C Programs; effective April 1, 2024; not to exceed Part B $61,119.00 and Part C $27,750.00; (No General Fund Impact) (Ryan White Part B & Part C); approved as to form by County Counsel.

C. FACILITY SERVICES & AIRPORTS

1) Approve and authorize Chair to sign an agreement between Plumas County Facility Services & Airports and Current Electric and Alarm to replace the fire alarm system at the Quincy Library; work to be completed by June 30, 2024; not to exceed $40,110.00; this project is funded through Capital Improvements as approved in FY23/24 budget 2012054/540110; approved as to form by County Counsel.

D. BEHAVIORAL HEALTH

1) Approve and authorize Chair to ratify and sign an agreement between Plumas County Behavioral Health and SmithWaters Group for patients' rights advocacy services for Plumas County; effective May 1, 2024; not to exceed $50,000.00; (No General Fund Impact) combination of state and federal funds; approved as to form by County Counsel.

2) Approve and authorize Chair to ratify and sign an agreement between Plumas County Behavioral Health and Sutter Yuba Behavioral Health for inpatient psychiatric services; effective March 1, 2024; not to exceed $49,999.00; (No General Fund Impact) a combination of state and federal funds; approved as to form by County Counsel.

E. AGRICULTURE WEIGHTS & MEASURES

1) Approve and authorize transfer of Fixed Asset - 2006 Chevrolet Colorado Vin 1GCDT196568259583 from Plumas County Agriculture/Weights & Measures' 20425 to Plumas County Fair Grounds 20190; effective 05/14/24.

F. SHERIFF'S OFFICE

1) Approve and authorize Sheriff's Office to recruit and fill 1 funded, vacant Animal Shelter Attendant Extra Help position; (General Fund Impact) as approved in (FY23/24) budget.

G. PUBLIC WORKS/ROAD

1) Approve and authorize Chair to sign Professional Services Agreement for "On-call Environmental Services for Transportation Improvement Projects" between Plumas County Public Works and Stantec Consulting Services, Inc.; No General Fund Impact; 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; 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 BOARD OF SUPERVISORS

B. CONVENE AS THE BECKWOURTH COUNTY SERVICE AREA

1) Authorize a request to the Plumas County Flood Control and Water Conservation District to borrow funds in an amount not to exceed thirty-five thousand dollars ($35,000), (BCSA fund 0208/261000/580000) for a term not to exceed one (1) year, to be repaid with interest at the Plumas County pooled funds rate; to authorize the Manager to request the loan, and sign any and all documents necessary on behalf of the District to evidence the loan and receive the loan proceeds; No General Fund Impact; discussion and possible action.

Motion: Authorize a request to the Plumas County Flood Control and Water Conservation District to borrow funds in an amount not to exceed thirty-five thousand dollars ($35,000), (BCSA fund 0208/261000/580000) for a term not to exceed one (1) year, to be repaid with interest at the Plumas County pooled funds rate; to authorize the Manager to request the loan, and sign any and all documents necessary on behalf of the District to evidence the loan and receive the loan proceeds; No General Fund Impact; discussion and possible action., **Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 2 Goss.
Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 5).
Yes: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.
Rob Thorman presented.

C. ADJOURN AS THE BECKWOURTH COUNTY SERVICE AREA GOVERNING BOARD

D. CONVENE AS PLUMAS COUNTY FLOOD CONTROL & CONSERVATION DISTRICT

1) Adopt **RESOLUTION** for Transfer of Water Treatment Plant; No General Fund Impact; approved as to form by County Counsel. **Roll call vote.**

Motion: Adopt **RESOLUTION No. 24-8911** for Transfer of Water Treatment Plant; No General Fund Impact; approved as to form by County Counsel. **Roll call vote.**, **Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 2 Goss.
Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 5).
Yes: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.
Rob Thorman presented.

2) Approve a Loan from the Plumas Flood Control and Water Conservation District to Beckwourth CSA in an amount not to exceed thirty-five thousand dollars ($35,000); (0208/261000/521900) to be repaid with interest at the Plumas County pooled funds rate immediately after reimbursement from Water Boards is received; No General Fund Impact.

Motion: Approve a Loan from the Plumas Flood Control and Water Conservation District to Beckwourth CSA in an amount not to exceed thirty-five thousand dollars ($35,000); (0208/261000/521900) to be repaid with interest at the Plumas County pooled funds rate immediately after reimbursement from Water Boards is received; No General Fund Impact., **Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 2 Goss.
Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 5).
Yes: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.
Rob Thorman presented.

3) Appoint Rob Thorman, Acting Director Public Works to the Upper Feather River Regional Water Management Group for Plumas Flood Control as recommended; discussion and possible action; **Roll call vote**

Motion: Appoint Rob Thorman, Acting Director Public Works to the Upper Feather River Regional Water Management Group for Plumas Flood Control as recommended; discussion and possible action; **Roll call vote**, **Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 1 Ceresola.
Vote: Motion by unanimous roll call vote (**summary:** Yes = 5).
Yes: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.
Rob Thorman presented.

E. ADJOURN AS PLUMAS COUNTY FLOOD CONTROL & CONSERVATION DISTRICT AND RECONVENE AS THE BOARD OF SUPERVISORS

4. DEPARTMENTAL MATTERS

A. FARM ADVISOR/COOPERATIVE EXTENSION - David Lile

1) Receive an Annual Report

David Lile presents some uncertainty with the State budget, introduces staff members, each member discusses their programs.

B. SHERIFF'S OFFICE - Todd Johns

1) **TIME CERTAIN - 11:00 A.M. PUBLIC HEARING:** Introduce and waive first reading of an **ORDINANCE** of the County of Plumas, State of California, TO ADOPT A MILITARY EQUIPMENT USE POLICY FOR THE PLUMAS COUNTY SHERIFF'S OFFICE PURSUANT TO ASSEMBLY BILL 481; approved as to form by County Counsel. **Roll call vote**

Sheriff Todd Johns is present and addresses the Board with an overview of the matter before them. The Chair opens the public hearing. There being no further comment, the hearing is closed.

Motion: TIME CERTAIN - 11:00 A.M. PUBLIC HEARING: Introduce and waive first reading of an **ORDINANCE** of the County of Plumas, State of California, TO ADOPT A MILITARY EQUIPMENT USE POLICY FOR THE PLUMAS COUNTY SHERIFF'S OFFICE PURSUANT TO ASSEMBLY BILL 481; approved as to form by County Counsel. **Roll call vote**, **Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 1 Ceresola.
Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 5).
Yes: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.
Sheriff Johns presented.
The title of the Ordinance is read and continued to May 21, 2024 for adoption.

2) Adopt **RESOLUTION** authorizing Sheriff to execute an agreement with the Drug Enforcement Administration (DEA) of the United States Department of Justice (DOJ); (No General Fund Impact); approved as to form by County Counsel; discussion and possible action. **Roll call vote**

Motion: Adopt **RESOLUTION No. 24-8912** authorizing Sheriff to execute an agreement with the Drug Enforcement Administration (DEA) of the United States Department of Justice (DOJ); (No General Fund Impact); approved as to form by County Counsel; discussion and possible action. **Roll call vote**, **Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 2 Goss.
Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 5).
Yes: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.
Sheriff Johns presented

3) Approve and authorize the Chair to ratify and sign an agreement between Plumas County Sheriff's Office and Custom Truck Accessories for modification to a Jeep for search and rescue operations; effective April 16, 2024; not to exceed $26,000; (No General Fund Impact) using Title III funding; approved as to form by County Counsel; discussion and possible action

Motion: Approve and authorize the Chair to ratify and sign an agreement between Plumas County Sheriff's Office and Custom Truck Accessories for modification to a Jeep for search and rescue operations; effective April 16, 2024; not to exceed $26,000; (No General Fund Impact) using Title III funding; approved as to form by County Counsel; discussion and possible action, **Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 2 Goss.
Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 5).
Yes: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.
Sheriff Johns presented.

C. LIBRARY - Dora Mitchell

1) Approve closure of Quincy library from May 15th- June 2nd, 2024, for installation of new carpeting; (No General Fund Impact) no funds required. **Roll call vote.**

Motion: Approve closure of Quincy library from May 15th- June 2nd, 2024, for installation of new carpeting; (No General Fund Impact) no funds required. **Roll call vote.**
Action: Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 2 Goss.
Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 5).
Yes: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.
Dora Mitchell presented.

D. SOLID WASTE - Rob Thorman

1) Approve and authorize Chair to sign a Settlement Agreement and Release between Plumas County and USA Waste of California, Inc. dba Feather River Disposal, for waiver of underpayment/overpayment of fees that occurred between April 2017 and December 2023; effective May 14, 2024; (General Fund Impact) this is a non-budgeted item; approved as to form by County Counsel; **Four/Fifths Roll Call Vote**

Motion: Approve and authorize Chair to sign a Settlement Agreement and Release between Plumas County and USA Waste of California, Inc. dba Feather River Disposal, for waiver of underpayment/overpayment of fees that occurred between April 2017 and December 2023; effective May 14, 2024; (General Fund Impact) this is a non-budgeted item; approved as to form by County Counsel; **Four/Fifths Roll Call Vote**, **Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 2 Goss.
Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 5).
Yes: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.
Rob Thorman presented.

5. COUNTY ADMINISTRATIVE OFFICE - DEBRA LUCERO

A. County Administrative Officer's Report

CAO Lucero gave the Board a quick update on the FY24/25 budget.

B. Approve and authorize Chair to ratify and sign an agreement between Plumas County and Sierra Buttes Trail Stewardship for Off-Highway Vehicle Trails work on various trails in Plumas National Forest; effective January 1, 2024; not to exceed $257,087.00; no General Fund Impact; grant funded; approved as to form by County Counsel; discussion and possible action.

Motion: Approve and authorize Chair to ratify and sign an agreement between Plumas County and Sierra Buttes Trail Stewardship for Off-Highway Vehicle Trails work on various trails in Plumas National Forest; effective January 1, 2024; not to exceed $257,087.00; no General Fund Impact; grant funded; approved as to form by County Counsel; discussion and possible action., **Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 2 Goss.
Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 5).
Yes: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.
Zach Gately presented.

C. Approve and authorize Chair to sign amendment no. 1 to agreement between Plumas County Administrative Office and Municipal Resources Group (MRG) extending the contract to June 30,

2025.; (No General Fund Impact) approved as to form by County Counsel.

Motion: Approve and authorize Chair to sign amendment no. 1 to agreement between Plumas County Administrative Office and Municipal Resources Group (MRG) extending the contract to June 30, 2025.; (No General Fund Impact) approved as to form by County Counsel., **Action:** Approve, **Moved by** Supervisor - District 2 Goss, **Seconded by** Supervisor - District 3 McGowan.
Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 5).
Yes: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.
CAO Lucero presented.

D. Approve and authorize supplemental budget transfer(s) of $277,787.00 from (General Fund #0001) to (20052/521900 Professional Services) to cover the over-budget costs for payment of OpenGov invoice #13249; this contract is for 3 years; approved by Auditor/Controller. **Four/Fifths roll call vote**

Motion: Approve and authorize supplemental budget transfer(s) of $277,787.00 from (General Fund #0001) to (20052/521900 Professional Services) to cover the over-budget costs for payment of OpenGov invoice #13249; this contract is for 3 years; approved by Auditor/Controller. **Four/Fifths roll call vote**, **Action:** Approve, **Moved by** Supervisor - District 3 McGowan, **Seconded by** Supervisor - District 1 Ceresola.
Vote: Motion Passed by split vote (**summary:** Yes = 4 No = 1).
Yes: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood.
No: Supervisor - District 5 Engel.
CAO Lucero presented.

E. Approve and authorize the Chair to sign a letter to California Senators opposing a Congressional Review Act Joint Resolution to Overturn the Obligation Interim Rule which would result in less flexibility in usage of the American Rescue Plan Act (ARPA) State and Local Fiscal Recovery Fund (SLFRF) after December 31, 2024; No General Fund Impact unless CRA passes; discussion and possible action.

Motion: Approve and authorize the Chair to sign a letter to California Senators opposing a Congressional Review Act Joint Resolution to Overturn the Obligation Interim Rule which would result in less flexibility in usage of the American Rescue Plan Act (ARPA) State and Local Fiscal Recovery Fund (SLFRF) after December 31, 2024; No General Fund Impact unless CRA passes; discussion and possible action., **Action:** Approve, **Moved by** Supervisor - District 2 Goss, **Seconded by** None.
Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 5).
Yes: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.
Zach Gately presented.
This item was added as an urgency item

6. BOARD OF SUPERVISORS

A. CORRESPONDENCE

Supervisor Goss received correspondence from a person in Graeagle, and the Dixie Fire Collaborative.

Supervisor Hagwood received no correspondence.

Supervisor Engel received correspondence regarding real estate scandals.

Supervisor McGowan received no correspondence.

Supervisor Ceresola received correspondence regarding concerns about wolves on ranches currently working with the USFS.

B. WEEKLY REPORT BY BOARD MEMBERS OF MEETINGS ATTENDED, KEY TOPICS, PROJECT UPDATES, STANDING COMMITTEES AND APPOINTED BOARDS AND ASSOCIATIONS

This item was covered under Correspondence.

C. THIS MEETING IS DEDICATED IN MEMORY OF DONALD CLARK.

7. CLOSED SESSION

ANNOUNCE ITEMS TO BE DISCUSSED IN CLOSED SESSION

A. 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

B. Public Employee Wage Negotiation - Instruction and direction to bargaining representative on employee salaries, discussion of funds and funding priorities.

C. Conference with Legal Counsel: Claim against the County filed by Joyce Bullivant, received April 30, 2024

D. Conference with Legal Counsel: Claim against the County filed by Merle Rusky, received on May 7, 2024.

REPORT OF ACTION IN CLOSED SESSION (IF APPLICABLE)

Chair Hagwood reported items C & D in Closed Session were both denied. Items A & B were pulled at the request of the CAO.

8. ADJOURNMENT

Adjourned meeting to Tuesday, May 21, 2024, Board of Supervisors Room 308, Courthouse, Quincy, California

Board of Supervisors

Dwight Ceresola, Vice Chair, 1st District
Kevin Goss, 2nd District
Thomas McGowan, 3rd District
Greg Hagwood, 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 21, 2024

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.

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

Pursuant to Government Code section 54953 (e) and to maintain the orderly conduct of the meeting, the County of Plumas members of the Board of Supervisors may attend the meeting via teleconference or phone conference and participate in the meeting to the same extent as if they were physically present. Due to Government Code section 54953(e), the Boardroom will be open to the public but subject to state or federal social distancing or masking requirements, if applicable. It is strongly recommended that individuals attending meetings wear masks. 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

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.

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, Supervisor - District 5 Engel

PLEDGE OF ALLEGIANCE

Marcy Demartile led the Pledge of Allegiance.

ADDITIONS TO OR DELETIONS FROM THE AGENDA

CAO Lucero has requested that Item 7.B. be removed 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.

Pastor George offered short prayer.
Ted Stout (Zoom) commented on the summaries on the agenda that needed improvement.

DEPARTMENT HEAD ANNOUNCEMENTS/REPORTS

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

Marcy DeMartile (County-Clerk Recorder/Registrar of Voters) thanked the Facilities Department for the recent work they helped with in her office. She updated the Board on finalizing the CPUD Tax Measure election, have to wait for signature pages, petitions for CPUD have been submitted, all signatures have been verified and notice of insufficiency has been submitted to the opponents. Her office is preparing for the Nov 5th general elections. The filing period is July 15–August 9, 2024.

Sheriff Johns updated the Board on a citizen in the basin had a door-to-door sales agent trying to scam her, wants the public to be cautious, and contact his office if needed.

Chair Hagwood presented Neal Caiazzo with his retirement gift.

ACTION AGENDA

1. UPDATES AND REPORTS

A. DISASTER RECOVERY OPERATIONS
Report and update Dixie Fire Recovery efforts; receive report and discussion

No Report Provided.

B. PLUMAS COUNTY BUSINESS AND ECONOMIC DEVELOPMENT
Report and update on Dixie Fire Business and Economic Recovery efforts.

Clint Koble - handout https://plumascounty.us/ArchiveCenter/ViewFile/Item/18266
Each of the 4 Plumas County Chambers updated the Board on their individual chamber accomplishments and accolades.

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

Patrick Jospeh - handout https://plumascounty.us/ArchiveCenter/ViewFile/Item/18267

D. US FOREST SERVICE
Report and update.

Chair Hagwood presented a comment regarding the Plumas County Campgrounds that will be managed by Royal Elk Park Recreation Management for 36 sites in the county.

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

No Report Provided.

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 3 McGowan.
Vote: Motion carried by unanimous roll call vote (**summary:** Yes = 5).
Yes: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.

A. SOCIAL SERVICES

1) Approve and authorize Chair to sign an agreement between Plumas County Department of Social Services and University of California, Davis; effective 07/01/2024; not to exceed $43,477.50; (No General Fund Impact) State and Federal Funds; approved as to form by County Counsel.

2) Approve and authorize Chair to sign an agreement between Plumas County Department of Social Services and University of California, Davis for professional training services; effective 7/1/2024; not to exceed $15,810; (No General Fund Impact) state and federal funds; approved as to form by County Counsel.

B. SHERIFF'S OFFICE

1) Approve and authorize Chair to ratify and sign an agreement between Plumas County Sheriff's Office and Smith & Newell; effective May 15, 2024; not to exceed $20,000.00; (No General Fund Impact) Rural and Small County Sheriff's Funds (dept 70331); approved as to form by County Counsel.

2) Approve and authorize Chair to ratify and sign an agreement between Plumas County Sheriffs Office and Brian T. Philips, dba Lake Almanor Towing; effective May 1, 2024; not to exceed $20,000.00; (General Fund Impact) as approved in FY23/24 budget; approved as to form by County Counsel.

C. COUNTY COUNSEL

1) Approve and authorize Chair to sign three (3) First Amendments to agreements between Plumas County and Public Defenders Alison Bermant, Craig Osborne and Jude Koenig for Attorney services rendered under Court Order, extending the term to the end of the fiscal year, June 30, 2024; (General Fund Impact) as requested in FY24/25 budget; approved as to form by County Counsel.

D. BEHAVIORAL HEALTH

1) Approve and authorize Chair to sign an agreement between Plumas County Behavioral Health and Plumas Rural Services for Youth Prevention Program Services; effective July 1, 2024; not to exceed $30,000.00; (No General Fund Impact) funding from Mental Health Services Act; approved as to form by County Counsel.

2) Approve and authorize Chair to sign an agreement between Plumas County Behavioral Health and Plumas County Veterans Services Office out reach and engagement; effective July 1, 2024; not to exceed $95,000.00; (No General Fund Impact) Mental Health Services Act Funding; approved as to form by County Counsel.

3) Approve and authorize Chair to sign amendment no.1 to the agreement between Plumas County Behavioral Health and California Mental Health Services Authority to support Healthcare Effectiveness Data and Information Set reporting requirements amending exhibit A; (No General Fund Impact) combination of federal and state funding; approved as to form by County Counsel

E. FACILITIES SERVICE DEPARTMENT

1) Approve and authorize Chair to sign an agreement between Plumas County Facilities Department and Sharon Furniture Inc, dba Town Flooring Center for re-flooring of Chester Town Hall; effective May 21, 2024; not to exceed ($38,293.02); (General Fund Impact) as approved in (FY23/24) budget (2012052 / 54110); 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 Fourth of July Parade and Fireworks Display on Saturday, July 5th & Sunday, July 6th 2024.

2) Approve and authorize the Chair to sign a letter to the Department of Transportation (Caltrans) for an encroachment permit for the 42nd Annual Christian Encounter Ministries Agony Ride, to be held July 26-27, 2024, in Sierra Valley.

3) Approve and authorize the Chair to sign a letter to the Department of Transportation (Caltrans) for an encroachment permit for the 77th Annual Plumas-Sierra County Fair Parade event, to be held on Saturday, July 27, 2024, from 10:00AM to 12:00PM, in Quincy, CA.

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 BOARD OF SUPERVISORS

B. CONVENE AS THE BECKWOURTH COUNTY SERVICE AREA

1) Approve and authorize Chair to sign letter confirming Robert Thorman as Acting Public Works Director; No General Fund Impact; discussion and possible action.

Motion: Approve and authorize Chair to sign letter confirming Robert Thorman as Acting Public Works Director; No General Fund Impact; discussion and possible action., **Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 2 Goss.
Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 5).
Yes: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.
Rob Thorman presented.

C. ADJOURN AS THE BECKWOURTH COUNTY SERVICE AREA GOVERNING BOARD

D. RECONVENE AS THE BOARD OF SUPERVISORS

4. DEPARTMENTAL MATTERS

A. INFORMATION TECHNOLOGY

1) Approve and authorize Chair to sign an agreement between Plumas County Information Technology and Megabyte Systems Inc.; effective July 1, 2024; not to exceed $146,279.40; (General Fund Impact) as approved in FY23/24 budget (2022052/520411); approved as to form by County Counsel; discussion and possible action.

Motion: Approve and authorize Chair to sign an agreement between Plumas County Information Technology and Megabyte Systems Inc.; effective July 1, 2024; not to exceed $146,279.40; (General Fund Impact) as approved in FY23/24 budget (2022052/520411); approved as to form by County Counsel; discussion and possible action., **Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 2 Goss.
Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 5).
Yes: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.
Greg Ellingson presented.

B. PLANNING - Tracey Ferguson

1) Approve and authorize Chair to sign Services Agreement between County of Plumas and Michael Baker International, Inc. for grant administration and implementation under the Greenville Economic Development Department of Housing and Community Development (HCD) 2022 Economic Development Community Development Block Grant (CDBG); effective May 21, 2024; not to exceed $160,000; No General Fund Impact; approved as to form by County Counsel; discussion and possible action.

Motion: Approve and authorize Chair to sign Services Agreement between County of Plumas and Michael Baker International, Inc. for grant administration and implementation under the Greenville Economic Development Department of Housing and Community Development (HCD) 2022 Economic Development Community Development Block Grant (CDBG); effective May 21, 2024; not to exceed $160,000; No General Fund Impact; approved as to form by County Counsel; discussion and possible action., **Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 2 Goss.
Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 5).
Yes: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.
Tracey Ferguson presented.

C. FAIR DEPARTMENT - John Steffanic

1) Review application and approve Outdoor Music Festival Permit for Sunset Campout, June 21-22, 2024 in Belden, CA; discussion and possible action.

Motion: Review application and approve Outdoor Music Festival Permit for Sunset Campout, June 21-22, 2024 in Belden, CA; discussion and possible action., **Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 3 McGowan.
Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 5).
Yes: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.
John Steffanic presented.

2) Review application and approve Outdoor Music Festival Permit for Priceless Festival, July 4-7, 2024 in Belden, CA; discussion and possible action.

Motion: Review application and approve Outdoor Music Festival Permit for Priceless Festival, July 4-7, 2024 in Belden, CA; discussion and possible action., **Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 2 Goss.
Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 5).
Yes: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.
John Steffanic presented.

3) Review application and approve Outdoor Music Festival Permit for For the Funk Of It Festival, Aug.9-11, 2024 in Belden, CA; discussion and possible action.

Motion: Review application and approve Outdoor Music Festival Permit for For the Funk Of It Festival, Aug.9-11, 2024 in Belden, CA; discussion and possible action., **Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 2 Goss.
Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 5).
Yes: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.
John Steffanic presented.

D. ENVIRONMENTAL HEALTH - Rob Robinette

1) Adopt **RESOLUTION** to Amend Fiscal Year 2023/2024 Position Allocation for Environmental Health Department #20550; (General Fund Impact) as approved in (FY23/24) budget (2055051 / 51000); approved as to form by County Counsel; discussion and possible action. **Roll call vote**

Motion: Adopt **RESOLUTION No. 24-8913** to Amend Fiscal Year 2023/2024 Position Allocation for Environmental Health Department #20550; (General Fund Impact) as approved in (FY23/24) budget (2055051 / 51000); approved as to form by County Counsel; discussion and possible action. **Roll call vote**, **Action:** Approve, **Moved by** Supervisor - District 2 Goss, **Seconded by** Supervisor - District 5 Engel.
Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 5).
Yes: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.
Rob Robinette presented.

2) Approve and authorize Environmental Health Department to recruit and fill, funded and allocated, one (1) vacant 1.0 FTE "Administrative Assistant I/II"; (General Fund Impact) as approved in (FY23/24) budget; discussion and possible action.

Motion: Approve and authorize Environmental Health Department to recruit and fill, funded and allocated, one (1) vacant 1.0 FTE "Administrative Assistant I/II"; (General Fund Impact) as approved in (FY23/24) budget; discussion and possible action., **Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 2 Goss.
Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 5).
Yes: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.
Rob Robinette presented.

E. LIBRARY - Dora Mitchell

1) Approve the updated Plumas County Library manual of policies and procedures; approved as to form by County Counsel; (No General Fund Impact); discussion and possible action.

Motion: Approve the updated Plumas County Library manual of policies and procedures; approved as to form by County Counsel; (No General Fund Impact); discussion and possible action.
, **Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 3 McGowan.
Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 5).
Yes: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.
Dora Mitchell presented.

F. SHERIFF'S OFFICE - Todd Johns

1) Approve and authorize Chair to sign an agreement between Plumas County Sheriff's Office and Dana Safety Supply for the fixed asset purchase of two (2) outfitted unmarked vehicles; total not to exceed $140,000; (No General Fund Impact) as approved in (FY 23/24) budget; approved as to form by County Counsel; discussion and possible action. **Four/Fifths roll call vote**

Motion: Approve and authorize Chair to sign an agreement between Plumas County Sheriff's Office and Dana Safety Supply for the fixed asset purchase of two (2) outfitted unmarked vehicles; total not to exceed $140,000; (No General Fund Impact) as approved in (FY 23/24) budget; approved as to form by County Counsel; discussion and possible action. **Four/Fifths roll call vote**, **Action:** Approve, **Moved by** Supervisor - District 3 McGowan, **Seconded by** Supervisor - District 2 Goss.
Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 5).
Yes: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.
Sheriff Johns presented.

2) **CONTINUED PUBLIC HEARING:** Adopt an **ORDINANCE** of the County of Plumas, State of California, first introduced on May 14, 2024, TO ADOPT A MILITARY EQUIPMENT USE POLICY FOR THE PLUMAS COUNTY SHERIFF'S OFFICE PURSUANT TO ASSEMBLY BILL 481; approved as to form by County Counsel; discussion and possible action. **Roll Call Vote**

Motion: CONTINUED PUBLIC HEARING: Adopt an **ORDINANCE No. 2024-1155** of the County of Plumas, State of California, first introduced on May 14, 2024, TO ADOPT A MILITARY EQUIPMENT USE POLICY FOR THE PLUMAS COUNTY SHERIFF'S OFFICE PURSUANT TO ASSEMBLY BILL 481; approved as to form by County Counsel; discussion and possible action. **Roll Call Vote**, **Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 2 Goss.
Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 5).
Yes: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.
Sheriff Johns presented.

G. COUNTY CLERK-RECORDER / REGISTRAR OF VOTERS - Marcy DeMartile

1) Adopt **RESOLUTION** Approving the Agreement Between the County of Plumas and the California Secretary of State Under the Terms of the Help America Vote Act; (No General Fund Impact) approved as to form by County Counsel; discussion and possible action. **Roll call vote**

Motion: Adopt **RESOLUTION No. 24-8914** Approving the Agreement Between the County of Plumas and the California Secretary of State Under the Terms of the Help America Vote Act; (No General Fund Impact) approved as to form by County Counsel; discussion and possible action. **Roll call vote**, **Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 2 Goss.
Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 5).
Yes: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.
Marcy DeMartile presented.

H. PUBLIC WORKS/ROAD DEPARTMENT - Rob Thorman

1) **11:00 AM - PUBLIC HEARING:** Introduce and waive first reading of an **ORDINANCE** of the County of Plumas, State of California ADMENDING ARTICLE 7, CHAPTER 3 OF TITLE 4 OF THE PLUMAS COUNTY CODE; (No General Fund Impact); approved as to form by County Counsel; discussion and possible action. **Roll call vote**

Rob Thorman, Acting Public Works Director, is present and addresses the Board with an overview of the matter before them.
The Chair opens the public hearing. There being no further comment, the hearing is closed.

Motion: 11:00 AM - PUBLIC HEARING: Introduce and waive first reading of an **ORDINANCE** of the County of Plumas, State of California ADMENDING ARTICLE 7, CHAPTER 3 OF TITLE 4 OF THE PLUMAS COUNTY CODE; (No General Fund Impact); approved as to form by County Counsel; discussion and possible action. **Roll call vote**, **Action:** Approve, **Moved by** Supervisor - District 3 McGowan, **Seconded by** Supervisor - District 2 Goss.
Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 5).
Yes: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.
Rob Thorman presented.

The title of the Ordinance is read and continued to June 4, 2024 for adoption.

5. COUNTY ADMINISTRATIVE OFFICE - DEBRA LUCERO

A. County Administrative Officer's Report

CAO updated the Board on going into budget adoption for the whole month of June, and working to get all the allocated numbers for each department, and the budget being made available to the public on June 7, 2024, first budget hearing on June 18th, and a Special Meeting on June 25th, 2024. Trying to speed up this process to have budget adopted by June 30, 2024.
Supervisor McGowan requests an email regarding the final date of the Special Meeting once it has been approved.

6. BOARD OF SUPERVISORS

A. CORRESPONDENCE

Item covered under 6.B.

B. WEEKLY REPORT BY BOARD MEMBERS OF MEETINGS ATTENDED, KEY TOPICS, PROJECT UPDATES, STANDING COMMITTEES AND APPOINTED BOARDS AND ASSOCIATIONS

Supervisor Goss attended the Transportation and Planning meeting, also went down to RCRC meeting in Salinas pretty exciting. He toured Rancho Cello for disadvantaged youth built by a judge for youth for rehabilitation purposes. Went to a lettuce-producing farm.

7. CLOSED SESSION

ANNOUNCE ITEMS TO BE DISCUSSED IN CLOSED SESSION

A. Conference with Risk Manager: Quarterly Risk Control Program Status Report

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

REPORT OF ACTION IN CLOSED SESSION (IF APPLICABLE)

Chair Hagwood reported there was no reportable action taken during closed session.
Received presentation from Risk Manager.

8. ADJOURNMENT

Adjourned meeting to Tuesday, June 4, 2024, Board of Supervisors Room 308, Courthouse, Quincy, California

PLUMAS COUNTY
FACILITY SERVICES
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Nick Collin, Facilities Director**
MEETING DATE:	**June 4, 2024**
SUBJECT:	**Authorize and approve the Board Chair to accept the donation of a memorial bench in memory of Robert Compton to be placed at Gansner Park near the BBQ area or softball field.**

Recommendation:
Authorize and approve the Board Chair to accept the donation of a memorial bench in memory of Robert Compton to be placed at Gansner Park near the BBQ area or softball field.

Background and Discussion:
Facility Services received a request from Dena Compton, daughter of Robert Compton, to place a memorial bench at Gansner Park in memory of her father, a former Plumas County resident and graduate of Quincy High School Class of 1968. Dena has provided a letter and examples of the type of bench she would like to donate.

Action:

Authorize and approve the Board Chair to accept the donation of a memorial bench in memory of Robert Compton to be placed at Gansner Park near the BBQ area or softball field.

Fiscal Impact:

No General Fund impact.

Attachments:
1. Dena Compton letter

5/7/24

To whom it may concern,

Hello,

My name is Dena Compton. I was born in Quincy, Ca. and lived there until I was four when my parents moved to Reno.

I have fond memories of my family spending quality time in Ganzner Park. My day and uncles played Baseball there and my family had many gatherings and BBQ's including a Memeorial Service for one of my uncles.

Before we moved to Reno, I had a dog, German Shepard, named Key Eye. Unfortunately, he was hit by a truck which caused a broken bac. My father had to euthanize him and buried him on the hill behind Ganzner Park.

My father did not want a Memorial Service his only request was to be cremated with ahis ashes scattered "thrown to the wolves" he would say.

Since myself, his grandchildren, and great-grandchildren will not have a cemetery to visit, I was hoping I could place a Memorial bench in Ganzner Park in his name. I visit this park every time I come to Quincy. Sometimes, I drive over just for the joyful reflections, serenity, beauty, and peace that this park brings me.

STREET ADDRESS, CITY, ST ZIP CODE
T (123) 456-7890 U WWW.COMPANY.COM

I don't have any specific place that the bench would have to be placed, but I was hoping somewhere near the baseball fields or near the larger BBQ grill. However, any where would be acceptable.

I can occur any expenses associated with the bench and can ensure the county will not be held liable for any damages caused to the bench via nature or vandalism.

Please let me know if this achievable and will proceed with ordering the bench and the placement of it.

Thank you for your consideration,

Dena Compton


In Loving Memory
Of a
Father, Brother, Son
Always Remembered
Forever in our Hearts
--Brent Crysler--



PLUMAS COUNTY
SOLID WASTE
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Rob Thorman, Assistant Director of Public Works**
MEETING DATE:	**June 4, 2024**
SUBJECT:	**Approve and authorize Chair to sign amendment No. 1 to agreement between Plumas County Public Works and Vestra Resources, Inc. amending task 3 and increasing compensation by $5,250; No General Fund Impact; approved as to form by County Counsel.**

Recommendation:

Public Works staff respectfully recommend that the Board vote to authorize the Chair to sign the attached amendment to PWSW 22-001, approved as to form by County Counsel. Not to exceed $29,268.

Background and Discussion:

In March of 2022, Public Works entered a three-year contract with Vestra Resources for various gas monitoring and reporting duties at Chester Landfill. Due to increased laboratory and analytical costs, both parties agreed to amend the contract to cover the remainder of the contract term. The attached amendment, approved as to form by County Counsel, increases the total compensation by $5,250 to $29,268. The source of funding for this contract is the Solid Waste Fund and does not involve Plumas County General Fund.

Action:

Approve and authorize Chair to sign amendment No. 1 to agreement between Plumas County Public Works and Vestra Resources, Inc. amending task 3 and increasing compensation by $5,250; No General Fund Impact; approved as to form by County Counsel.

Fiscal Impact:

No General Fund impact. Funds via Solid Waste.

Attachments:

1. PWSW22-001_Amendment_5-23-24_SIGNED

FIRST AMENDMENT TO AGREEMENT PWSW 22-001

BY AND BETWEEN

PLUMAS COUNTY AND VESTRA RESOURCES, INC.

This First Amendment to Agreement ("Amendment") is made on _____, 2024, between PLUMAS COUNTY, a political subdivision of the State of California ("COUNTY"), and VESTRA RESOURCES, INC ("CONTRACTOR") who agrees as follows:

1. **Recitals:** This Amendment is made with reference to the following facts and objectives:

    a. PLUMAS COUNTY and VESTRA RESOURCES, INC. have entered into a written Agreement dated March 15, 2022, (the "Agreement"), in which VESTRA RESOURCES, INC agreed to provide gas monitoring and reporting services at Chester Landfill to Plumas County.

    b. Because of increased laboratory analytical costs, 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 shall not exceed Twenty-Nine Thousand Two Hundred and Sixty-Eight Dollars ($29,268.00)

    b. Exhibit A is amended to replace the existing "Task 3" with the attached "Task 3".

    c. Exhibit B is amended to replace the existing "Task 3" with the attached "Task 3".

3. **Effectiveness of Agreement:** Except as set forth in this First Amendment of Agreement, all provisions of the Agreement dated March 15, 2022, shall remain unchanged and in full force and effect.

CONTRACTOR:

Vestra Resources, Inc., a California Corporation

By: _____
Name: Arthur Stackhouse
Title: Chief Executive Hour
Date signed: 5/23/24

By: _____
Name: Kimberly Wilkes
Title: Chief Financial Officer
Date signed: 5/23/24

COUNTY:

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

By: _____
Name: Greg Hagwood
Title: Chair of the Board of Supervisors
Date signed:

ATTEST

By: _____
Name: Allen Hiskey
Title: Clerk of the board of Supervisors
Date signed:

Approved as to form:

_____
Joshua Brechtel, Attorney
County Counsel's Office

Exhibit "A"

SCOPE OF WORK

LANDFILL GAS MONITORING AMENDMENT - CHESTER LANDFILL

PWSW 22-001

2024

SCOPE OF WORK

Task 3 Monitoring Reduction Request (Updated)

The RWQCB has primacy regarding landfill gas monitoring at Title 27 regulated facilities, and CalRecycle has deferred to them to determine and enforce landfill gas monitoring requirements. The RWQCB has indicated that they will consider a reduction in landfill gas VOC monitoring, and possibly a reduction in field parameter monitoring, if Plumas County can show that the VOC/landfill gas generation potential of the Chester Landfill is minimal. This requires the collection of four sets of representative landfill gas samples for VOC analysis. It also requires an evaluation of the VOC results and comparison to modeled landfill gas generation potential. Work under this task will address those items and includes:

- Collection of the one remaining VOC sample set
- Analysis of VOC results
- Updated landfill gas generation modeling
- Presentation of the results of these items in a Technical Report that will also serve as a monitoring reduction request

Estimated costs to complete these tasks are given in Exhibit "B".

Exhibit "B"

COST ESTIMATE

LANDFILL GAS MONITORING AMENDMENT - CHESTER LANDFILL

PWSW 22-001

2024

Table 1 COST ESTIMATE	
Task No./ Description	**Estimated Cost**
Task 3 Monitoring Reduction Request	
Landfill Gas Sample Collection	$1,000
Laboratory Analytical	$1,250
Monitoring Reduction Request	$3,000
Task 3 - Subtotal	**$5,250**
Total	**$5,250**

Notes:
Costs presented are estimated costs and may vary based on responses from the governmental agencies or parameters outside of VESTRA's control. The work will be performed on a time-and-materials basis at the rates shown in the attached VESTRA 2024 Rate Schedule.

PLUMAS COUNTY
BOARD OF SUPERVISORS
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Allen Hiskey, Clerk of the Board**
MEETING DATE:	**June 4, 2024**
SUBJECT:	**Approve and authorize the Chair to sign a letter to the California Department of Transportation (Caltrans) for an encroachment permit for the Annual Mile High 100 Cycling Event to be held on June 15, 2024.**

Recommendation:
Approve and authorize the Chair to sign a letter to the California Department of Transportation (Caltrans) for an encroachment permit for the Annual Mile High 100 Cycling Event to be held on June 15, 2024.

Background and Discussion:
The Almanor Recreation and Park District holds this event every year and request from the Board a letter addressed to Caltrans for an Encroachment Permit.

Action:

Approve and authorize the Chair to sign a letter to the California Department of Transportation (Caltrans) for an encroachment permit for the Annual Mile High 100 Cycling Event to be held on June 15, 2024.

Fiscal Impact:

No General Fund Impact

Attachments:
1. Mile High Bike Ride 2024
2. Mile High 100 - BOS LETTER24

P.O. Box 325
101 Meadowbrook Loop
Chester, Ca. 96020
530-258-2562
arpd01@frontier.com

Mr. Tom Mc Gowan
Plumas County Board of Supervisors
520 Main Street Room 309
Quincy, Ca 95971

Re: Almanor Recreation and Park District MileHigh100 Bike Ride 2024

Dear Supervisor Mc Gowan:

The Almanor Recreation and Park District (ARPD) is holding the Annual MileHigh100 Bicycle Ride on the morning of June 15, 2024 starting at 6 a.m. in Chester, Ca. The event will start at the ARPD office on Meadowbrook Loop and proceed to Westwood and back around Lake Almanor. No road closures are being requested.

ARPD respectfully requests that the Plumas County Board of Supervisors provide a letter of support for this event. The letter should acknowledge that the Plumas County Board of Supervisors has been notified of the above captioned event and the Board of Supervisors has no objection to issuance of an encroachment permit by Caltrans.

If you have any questions, please contact me at (530) 258-6287. Thank you for your support!

Sincerely,

Chelsea Harrison
ARPD Event Coordinator

BOARD OF SUPERVISORS

DWIGHT CERESOLA, VICE CHAIR, DISTRICT 1
KEVIN GOSS, DISTRICT 2
THOMAS MCGOWAN, DISTRICT 3
GREG HAGWOOD, CHAIR, DISTRICT 4
JEFF ENGEL, DISTTRICT 5

June 4, 2024

Department of Transportation (Caltrans)
Attn: Permits Engineer
1000 Center Street
Redding, CA 96001

Attention Permits Engineer

Subject: **Encroachment Permit Request**
MILE HIGH 100
Mile High 100 Cycling event on June 15, 2024
Chester/ Almanor, California

This letter acknowledges that Plumas County Board of Supervisors has been notified of the above captioned event. The Board of Supervisors has no objection to issuance of an event permit by Caltrans.

Sincerely,

Greg Hagwood, Chair

Cc: Plumas County Director of Public Works

PLUMAS COUNTY
PUBLIC HEALTH AGENCY
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Audrey Rice, Management Analyst I**
MEETING DATE:	**June 4, 2024**
SUBJECT:	**Approve and authorize Chair to ratify and sign an agreement between Plumas County Public Health Agency and County of Sierra, through its Public Health Department to provide services for the Ryan White Part B Program; effective April 1, 2024; not to exceed $3,000.00; (No General Fund Impact)** Ryan White Part B**; 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 ratify and a sign contract with Sierra County Public Health Department for Ryan White Part B

Background and Discussion:
Plumas County Public Health Agency has served as fiscal and administrative agent for the various HIV/AIDS programs for Plumas, Sierra, Lassen, Modoc, and Siskiyou Counties. The Public Health Agency will continue to serve our five-county region for the Ryan White Programs.

Ryan White Part B funds provide the planning, development, and delivery of comprehensive outpatient and support services for people with HIV/AIDS and their families within the (5) five county regions of Modoc, Lassen, Plumas, Siskyou, and Sierra counties. The program is designed to provide direct medical and psychosocial care, support services such as food, housing, and utilities, and case management services. The goal of the program is to prolong the health and productivity of those living with HIV/AIDS and reduce or avoid future HIV/AIDS healthcare costs.

Action:

Approve and authorize Chair to ratify and sign an agreement between Plumas County Public Health Agency and County of Sierra, through its Public Health Department to provide services for the Ryan White Part B Program; effective April 1, 2024; not to exceed $3,000.00; (No General Fund Impact) Ryan White Part B; approved as to form by County Counsel.

Fiscal Impact:

(No General Fund Impact) (Ryan White Part B)

Attachments:
1. PARTB2425SCPH

PARTB2425SCPH

Award Information

The funding for this award is administered by the Office of AIDS provided in compliance with Part B of the Ryan White HIV/AIDS Treatment Act of 2006.

1. X07 Grant Agreement Number: 23-10974
2. CFDA Number and Name: 93.917, PARTB
3. Service Category: Outreach Services

Services Agreement

This Agreement is made by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its **Public Health Agency** (hereinafter referred to as "County"), and the County of Sierra, through its Public Health Department, a political subdivision of the State of California, (hereinafter referred to as "Subcontractor").

The parties agree as follows:

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

2. Monitoring. The subcontractor agrees to specific monitoring procedures to ensure compliance with the awards expectations.

    a. Monitoring. The subcontractor agrees to specific monitoring procedures to ensure compliance with the awards expectations. Participation is required for annual monitoring visit to the subcontractor's location administered by the Plumas County Public Health Agency. Subcontractor will receive a 30-day advance notice and be provided with the monitoring tool.

        1. In the event of a finding during the monitoring visit, the subcontractor will need to provide a written plan of action within one month and will be given 3 months to correct the noncompliance issue. During this correction period, there will be an initial meeting to discuss and finalize a plan of action. This is followed by monthly meetings until the 3-month deadline, to ensure that the plan of action is being followed and goals are being met.

3. Compensation. County shall pay Subcontractor 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 Subcontractor under this Agreement shall not exceed Three Thousand Dollars ($3,000.00).

4. Term. The term of this agreement shall be from April 1, 2024 through March 31, 2025, unless terminated earlier as provided herein. County's Board of Supervisors hereby ratifies, and approves for payment, services provided by Subcontractor from April 1, 2024, to the date of approval of this Agreement by the Board of Supervisors.

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

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

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

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 Subcontractor shall defend and indemnify County and its officers, agents, employees, and volunteers (collectively "County Parties"), against any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorney's fees and court costs (hereinafter collectively referred to as "Claims"), which arise out of or are in any way connected to the work covered by this Agreement arising either directly or indirectly from any act, error, omission or negligence of Subcontractor or its officers, employees, agents, Subcontractors, licensees or servants, including, without limitation, Claims caused by the

concurrent negligent act, error or omission, whether active or passive of County Parties. Subcontractor shall have no obligation, however, to defend or indemnify County Parties from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of County Parties.

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

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

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

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

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

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

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

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

v. Subcontractor's policy shall be primary insurance as respects the County, its officers, officials, employees, representatives and agents, and any insurance or self-insurance maintained by the County, its officers, officials, employees, representatives and agents shall be in excess of the Subcontractor's insurance and shall not contribute with it, and such policy shall contain any endorsements necessary to effectuate this provision. The

primary and non-contributory endorsement shall be at least as broad as ISO Form 20 01 04 13; and

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

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

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

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

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

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

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

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. Subcontractor represents that it is unaware of any financial or economic interest of any public officer or employee of County relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement and is later discovered by the County, the County may immediately terminate this Agreement by giving written notice to Subcontractor.

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:

Public Health Agency
County of Plumas
270 County Hospital Road, Suite 206
Quincy, CA 95971
Attention: Rori Renfree, HIV Coordinator

Subcontractor:

Sierra County Public Health Department
P.O. Box 7
Loyalton, CA 96118
Attention: Rhonda Grandhi, Assistant 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 Subcontractor represents that he or she is fully authorized to execute and deliver this Agreement.

25. Ukraine Sanctions. Pursuant to Executive Order N-6-22 Subcontractor 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 Subcontractors 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 Subcontractor is required to verify that none of the Subcontractor, 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 Subcontractor 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 Subcontractor 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 Subcontractor agrees to provide such records either to the County or to the State Auditor upon the request of either the State Auditor or the County.

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.

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

EXHIBIT	TITLE	PAGE
A	Scope of Work	9-11
B	Fee Schedule	12
B-1	Subcontractor Budget	13
Attachment 1	Business Associate Agreement	14-20
Attachment 2	Agreement by Employee/Subcontractor to Comply with Confidentiality Requirements	21
Attachment 3	Darfur Contracting Act	22
Attachment 4	Subcontractor Certification Clause	23-27
C	Standard Grant Conditions	28-31
D	Additional Provisions	32-35
E	Information and Security Requirements w/Attachment 1	36-45

(SIGNATURES TO FOLLOW ON NEXT PAGE)

PARTB2425SCPH

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

SUBCONTRACTOR:

Sierra County Public Health Department, a political subdivision of the State of California

By: _____
Rhonda Grandi
Assistant Director, Public Health
Date signed:

COUNTY:

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

By: _____
Nicole Reinert,
Director, Public Health Agency
Date signed:

By: _____
Greg Hagwood
Chair, Plumas County Board of Supervisors
Date signed:

ATTEST:

By: _____
Allen Hiskey
Clerk of the Board
Date signed:

Approved as to form:
_____
Craig Settlemire
Counsel

PARTB2425SCPH

EXHIBIT A

Scope of Work

Ryan White Required Services:
The subcontractor will provide outreach services to persons at high risk for HIV in Sierra County.

a. Provide targeted HIV outreach services to high-risk individuals in Sierra County, to bring them into HIV testing & counseling and treatment & care services. These outreach & testing services will be provided at such places as the local County Jail, Drug Court, Behavioral Health, and Juvenile Detention, as well to individuals at local high-risk environments. Will offer partner services either directly or by referral to each HIV + individual. (See HIV Partner Services Policy below).
b. Outreach Services. Identification of people who do not know their HIV status but are currently not in care. Linkage or re-engagement of People Living with HIV (PLWH) who know their status into HRSA Ryan White HIV/AIDS (RWHAP) services. Provision of information about health care coverage options. Services that may include community and public awareness activities (e.g. posters, flyers, billboards, social media, TV or radio announcements that meet the requirement above and include explicit and clear linked to information about available HRSA RWHAP services).
    a. Outreach Services must:
        i. Be targeted to populations known, through local epidemiological data review of service utilization data or strategic planning processes, to be at disproportionate risk for HIV infection. Populations include those who:
            1. Have never been tested and are undiagnosed; o
            2. Have been tested, diagnosed as HIV positive, but have not received their test results
            3. Have been tested, know their HIV-positive status, but are not in medical care
        ii. Be conducted at times and in places where there is a high probability that PLWH will be identified;
        iii. Planned and delivered in coordination with local and state HIV prevention outreach programs to avoid duplication of effort;
        iv. Designed to provide quantified program reporting of activities and outcomes to accommodate local evaluation of effectiveness;
        v. Not to be delivered anonymously to individuals or small groups, as some information is needed to facilitate any necessary follow-up and care.
    b. Note: Funds may not be used to pay for HIV counseling or testing under this service category.
c. Attendance at bi-annual MCHAC meetings and report on program, and participation on MCHAC committees, as needed.

Reporting and Performance Requirements:
The contractor shall submit reports and other performance requirements in a form and manner specified in accordance with the following schedule:

a. Subcontractor will provide Quarterly Outreach Report Form.

HIV Partner Services Policy
Policy: HIV Partner Services will be offered to clients in accordance with Management Memorandum #15-06. CDPH Letterhead (ca.gov)

Purpose: HIV Partner Services is recognized by the Centers for Disease Control as a valuable intervention to support early identification of HIV and offers opportunities to identify individuals who have fallen out of medical care and link them to care. HIV Partner Services (PS) is a free, confidential service, supporting persons living with HIV in navigating disclosure around their HIV status to past, present or future partners. It includes confidential counseling and a comprehensive discussion with the HIV positive individual about the options for partner notification and provides assistance in notifying sexual and/or needle sharing partners of possible exposure to HIV.

Procedure: Any client who has high risk factors for transmitting HIV should be offered Partner Services. This includes client who:

1. Acute or recent HIV infection (infection acquired within the last 6 months);
2. Any new diagnosis of HIV infection, regardless of duration of infection;
3. Uncontrolled HIV viral load;
4. Concurrent syphilis or gonorrhea diagnosis

After identifying a high-risk individual, the service provider will:

1. Discuss with the client HIV transmission risk factors and counsel on risk reduction strategies.
2. Discuss the need for this individual to notify his or her sexual or needle-sharing partners about their possible exposure to HIV or another STD and offer partner services as a means of assisting the individual with such notifications.
3. If the client agrees to participate in partner services, interview him or her about partners he or she had within a defined period of time. Try to assemble enough information about each partner to ensure that they can be located and notified of their exposure.
4. Attempt to locate partners named in the interview and notify them of their exposure and need for testing. Notification can be done by the service provider or the client. If the client chooses to contact their partner(s), the service provider should be directly involved in the construction of options and the provision of tools and resources to maximize notification.
5. Counsel each partner about their exposure to infection and provide or refer them to testing, medical care, and other prevention or social services.
6. Follow-up with both the client and each partner to ensure they have accessed medical care.

The following principles should be followed when providing partner services:

- *Client centered.* All steps of the partner services process should be tailored to the behaviors, circumstances, and specific needs of each client.
- *Confidential.* Confidentiality should be maintained and is essential to the success of partner services. Confidentiality also applies to data collected as part of the partner services process. When notifying partners of exposure, the identity of the index patient

must never be revealed, and no information about partners should be conveyed back to the index patient.

- *Voluntary and non-coercive.* Participating in partner services should be voluntary for both infected persons and their partners; they should not be coerced into participation.
- *Free.* Partner services should be free of charge for infected persons and their partners.
- *Accessible and available to all.* Partner services should be accessible and available to all infected persons regardless of where they are tested or receive a diagnosis and whether they are tested confidentially or anonymously. Because of the chronic nature of HIV infection, partner services for IIIV should not be a one-time event. They should be offered as soon as HIV-infected persons learn their serostatus and should be available throughout their counseling and treatment, HIV-infected person should have the ability to access partner services whenever needed.

PARTB2425SCPH

EXHIBIT B

Fee Schedule

Invoicing and Payment:

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

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

    a. Be prepared on Subcontractor letterhead or signed by authorized personnel.

    b. Bear the Subcontractor name and Agreement Number.

    c. Identify the billing and/or performance period covered on the invoice.

    d. Itemize costs; include backup documentation to support the invoice.

2. Invoice(s) Schedule:

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

3. Any invoice submitted after the fiscal year closes on March 30th will fall out of compliance with grant standards and will not be able to receive reimbursement for services rendered.

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

5. Amounts Payable: The amounts payable under this agreement shall not exceed Three Thousand Dollars ($3,000).

PARTB2425SCPH

EXHIBIT B-1

Budget

There is a requirement to have a 98% expenditure for the total budget by the end of the contract year. If the subcontractor is not on track to have this not in progress to meet this requirement met by the beginning of the 3rd quarter, the program director will coordinate a meeting with the subcontractor to discuss the spend down plan for the remainder of the fiscal year. If County and subcontractor are not able to come up with a plan for the subcontractor to spend down the required amount by the end of the fiscal year, there will be a re-allocation of funds and a conversation about if there is a need for a lower amount of funding to be allocated the next fiscal year.

Subcontractor Budget							
Program		Part-B					
Contractor		Sierra County Public Health					
Begin		4/1/2024					
Contract Year End:		3/31/2025					
	PY Budgeted Cost	Program Category	Service Category	Amount	Rate	Rate Type	Contract Cost
Personnel							
Rhonda Grandi	1,690	Support Services	Outreach Services	97,012	0.020	FTE	1,940
	-						-
	-						-
	-						-
Total Personnel	1,690						1,940
Fringe Benefits							
Rhonda GrandE	980	Support Services	Outreach Services	1,940	0.365	Fringe Rte	708
	-			-			-
	-			-			-
	-			-			-
Total Fringe Benefits	980						708
Travel							
Travel	161	Support Services	Outreach Services	158	1.000	Unit Cost	158
	-			-			-
	-			-			-
Total Travel	161						158
Indirect	169	Administration	Client Service Administration	1,940	0.100	Indirect	194
Contract Total	3,000						3,000

PARTB2425SCPH

ATTACHMENT 1
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"), Vendor name and type of entity, referred to herein as Business Associate ("BA"), dated ____.

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.

PARTB2425SCPH

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

Name: Nicole Reinert

Title: Director, Public Health Agency

Signature: NReinert

Date: 5/3/24

BUSINESS ASSOCIATE
Sierra County Public Health Department, a political subdivision of the State of California

Name: Rhonda Grandi

Title: Assistant Director, Public Health

Signature: RGrandi

Date: 05/23/24

ATTACHMENT 2

State of California—Health and Human Services Agency

California Department of Public Health
Office of AIDS

Agreement by Employee/Contractor to Comply with Confidentiality Requirements

Summary of Statutes Pertaining to Confidential Public Health Records and Penalties for Disclosure

All HIV/AIDS case reports and any information collected or maintained in the course of surveillance-related activities that may directly or indirectly identify an individual are considered *confidential public health record(s)* under California Health and Safety Code (HSC), Section 121035(c) and must be handled with the utmost confidentiality. Furthermore, HSC §121025(a) prohibits the disclosure of HIV/AIDS-related public health records that contain any personally identifying information to any third party, unless authorized by law for public health purposes, or by the written consent of the individual identified in the record or his/her guardian/conservator. Except as permitted by law, any person who negligently discloses information contained in a confidential public health record to a third party is subject to a civil penalty of up to $5,000 plus court costs, as provided in HSC §121025(e)(1). Any person who willfully or maliciously discloses the content of a public health record, except as authorized by law, is subject to a civil penalty of $5,000-$25,000 plus court costs as provided by HSC §121025(e)(2). Any willful, malicious, or negligent disclosure of information contained in a public health record in violation of state law that results in economic, bodily, or psychological harm to the person named in the record is a misdemeanor, punishable by imprisonment for a period of up to one year and/or a fine of up to $25,000 plus court costs (HSC §121025(e)(3)). Any person who is guilty of a confidentiality infringement of the foregoing type may be sued by the injured party and shall be personally liable for all actual damages incurred for economic, bodily, or psychological harm as a result of the breach (HSC §121025(e)(4)). Each disclosure in violation of California law is a separate, actionable offense (HSC §121025(e)(5)).

Because an assurance of case confidentiality is the foremost concern of the California Department of Public Health, Office of AIDS (CDPH/OA), any actual or potential breach of confidentiality shall be immediately reported. In the event of any suspected breach, staff shall immediately notify the director or supervisor of the local health department's HIV/AIDS surveillance unit who in turn shall notify the CDPH/OA Surveillance Section Chief or designee. CDPH/OA, in conjunction with the local health department and the local health officer shall promptly investigate the suspected breach. Any evidence of an actual breach shall be reported to the law enforcement agency that has jurisdiction.

Employee Confidentiality Pledge

I recognize that in carrying out my assigned duties, I may obtain access to private information about persons diagnosed with HIV or AIDS that was provided under an assurance of confidentiality. I understand that I am prohibited from disclosing or otherwise releasing any personally identifying information, either directly or indirectly, about any individual named in any HIV/AIDS confidential public health record. Should I be responsible for any breach of confidentiality, I understand that civil and/or criminal penalties may be brought against me. I acknowledge that my responsibility to ensure the privacy of protected health information contained in any electronic records, paper documents, or verbal communications to which I may gain access shall not expire, even after my employment or affiliation with the Department has terminated.

By my signature, I acknowledge that I have read, understand, and agree to comply with the terms and conditions above.

Employee name (print)	Employee Signature	Date
Supervisor name (print)	Supervisor Signature	Date
Name of Employer		

PLEASE RETAIN A COPY OF THIS DOCUMENT FOR YOUR RECORDS.

CDPH 8669 (Revised 10/12)

State of California--Health and Human Services Agency

California Department of Public Health
Contracts and Purchasing Services Section

ATTACHMENT 3

Darfur Contracting Act

Pursuant to Public Contract Code (PCC) sections 10475-10481, the Darfur Contracting Act's intent is to preclude State agencies from contracting with scrutinized companies that do business in the African nation of Sudan. A scrutinized company is a company doing specified types of business in Sudan as defined in PCC section 10476. Scrutinized companies are ineligible to, and cannot, contract with a State agency for goods or services (PCC section 10477(a)) unless obtaining permission from the Department of General Services according to the criteria set forth in PCC section 10477(b).

Therefore, to be eligible to contract with the California Department of Public Health, please initial one of the following three paragraphs and complete the certification below:

1. RGrandi _____ Initials — We do not currently have, or we have not had within the previous three years, business activities or other operations outside of the United States.

OR

2. _____ Initials — We are a scrutinized company as defined in Public Contract Code section 10476, but we have received written permission from the Department of General Services (DGS) to submit a bid or proposal pursuant to Public Contract Code section 10477(b) or submit a contract/purchase order. A copy of the written permission from DGS is included with our bid, proposal or contract/purchase order.

OR

3. _____ Initials — We currently have, or we have had within the previous three years, business activities or other operations outside of the United States, but we certify below that we are not a scrutinized company as defined in Public Contract Code section 10476.

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind this company to the clause listed above. This certification is made under the laws of the State of California.

Company Name (Printed)	*Federal ID Number*
County of Sierra	94-6000536
By (Authorized Signature) RGrandi	
Printed Name and Title of Person Signing Rhonda Grandi, Assistant Director	
Date Executed May 23, 2024	*Executed in the County and State of* Sierra, California

CDPH 9067 (7/17)

ATTACHMENT 4

Subcontractor Certification Clause

CCC 307

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Contractor/Bidder Firm Name (Printed)	Federal ID Number
County of Sierra	94-6000536

By (Authorized Signature)

RGrandi

Printed Name and Title of Person Signing

Rhonda Grandi, Assistant Director

Date Executed	Executed in the County of
May 23, 2024	Sierra

CONTRACTOR CERTIFICATION CLAUSES

STATEMENT OF COMPLIANCE:

Contractor has, unless exempted, complied with the nondiscrimination program requirements. (GC 12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

DRUG-FREE WORKPLACE REQUIREMENTS:

Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a) Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b) Establish a Drug-Free Awareness Program to inform employees about:

1) the dangers of drug abuse in the workplace;

2) the person's or organization's policy of maintaining a drug-free workplace;

3) any available counseling, rehabilitation and employee assistance programs;

and,

4) penalties that may be imposed upon employees for drug abuse violations.

c) Provide that every employee who works on the proposed Agreement will:
1) receive a copy of the company's drug-free policy statement; and,

2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: (1) the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (GC 8350 et seq.)

NATIONAL LABOR RELATIONS BOARD CERTIFICATION:

Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court which orders Contractor to comply with an order of the National Labor Relations Board. (PCC 10296) (Not applicable to public entities.)

CONTRACTS FOR LEGAL SERVICES $50,000 OR MORE- PRO BONO REQUIREMENT:

Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

EXPATRIATE CORPORATIONS:

Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in

whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

DOMESTIC PARTNERS:

For contracts of $100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

GENDER IDENTITY:

For contracts of $100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

CONFLICT OF INTEREST:

Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

a) Current State Employees (PCC 10410):

1) No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2) No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

b) Former State Employees (PCC 10411):

1) For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning,

arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2) For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (PCC 10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (PCC 10430 (e))

LABOR CODE/WORKERS' COMPENSATION:

Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

AMERICANS WITH DISABILITIES ACT:

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 U.S.C. 12101 et seq.)

CONTRACTOR NAME CHANGE:

An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation

is in good standing by calling the Office of the Secretary of State.

RESOLUTION:

A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

AIR OR WATER POLLUTION VIOLATION:

Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

PAYEE DATA RECORD FORM STD. 204:

This form must be completed by all contractors that are not another state agency or other government entity.

EXHIBIT C

STANDARD GRANT CONDITIONS

1. **APPROVAL:** This Grant is of no force or effect until signed by both parties and approved by the Department of General Services, if required. The Grantee may not commence performance until such approval has been obtained

2. **AMENDMENT:** No amendment or variation of the terms of this Grant shall be valid unless made in writing, signed by the parties, and approved as required. No oral understanding or Agreement not incorporated in the Grant is binding on any of the parties. In no case shall the Department materially alter the scope of the Project set forth in Exhibit A.

3. **ASSIGNMENT:** This Grant is not assignable by the Grantee, either in whole or in part, without the written consent of the Grant Manager in the form of a written amendment to the Grant.

4. **AUDIT:** Grantee agrees that the Department, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to this Grant. Grantee agrees to maintain such records for a possible audit for a minimum of three (3) years after final payment or completion of the project funded with this Grant, unless a longer period of records retention is stipulated. Grantee agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Grantee agrees to include a similar right of the State to audit records and interview staff in any subcontract related to the project.

5. **CONFLICT OF INTEREST:** Grantee certifies that it is in compliance with all applicable state and/or federal conflict of interest laws.

6. **INDEMNIFICATION:** Grantee agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the project, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Grantee in the performance of any activities related to the Project.

7. **FISCAL MANAGEMENT SYSTEMS AND ACCOUNTING STANDARDS:** Grantee agrees that, at a minimum, its fiscal control and accounting procedures will be sufficient to permit tracing of all grant funds to a level of expenditure adequate to establish that such funds have not been used in violation of any applicable state or federal law, or the provisions of this Grant. Grantee further agrees that it will maintain separate Project accounts in accordance with generally accepted accounting principles.

8. **GOVERNING LAW:** This Grant is governed by and shall be interpreted in accordance with the laws of the State of California.

9. **INCOME RESTRICTIONS:** Grantee agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the Grantee under this Grant shall be paid by the Grantee to the Department, to the extent that they are properly allocable to costs for which the Grantee has been reimbursed by the Department under this Grant.

10. **INDEPENDENT CONTRACTOR:** Grantee, and its agents and employees of Grantee, in the performance of the Project, shall act in an independent capacity and not as officers, employees or agents of the Department.

11. **MEDIA EVENTS:** Grantee shall notify the Department's Grant Manager in writing at least twenty (20) working days before any public or media event publicizing the accomplishments and/or results of the Project and provide the opportunity for attendance and participation by Department's representatives.

12. **NO THIRD-PARTY RIGHTS:** The Department and Grantee do not intend to create any rights or remedies for any third- party as a beneficiary of this Grant or the project.

13. **NOTICE:** Grantee shall promptly notify the Department's Grant Manager in writing of any events, developments or changes that could affect the completion of the project or the budget approved for this Grant.

14. **PROFESSIONALS:** Grantee agrees that only licensed professionals will be used to perform services under this Grant where such services are called for.

15. **RECORDS:** Grantee certifies that it will maintain Project accounts in accordance with generally accepted accounting principles. Grantee further certifies that it will comply with the following conditions for a grant award as set forth in the Request for Applications (Exhibit D) and the Grant Application (Exhibit A).

    A. Establish an official file for the Project which shall adequately document all significant actions relative to the Project;
    B. Establish separate accounts which will adequately and accurately depict all amounts received and expended on this Project, including all grant funds received under this Grant;
    C. Establish separate accounts which will adequately depict all income received which is attributable to the Project, especially including any income attributable to grant funds disbursed under this Grant;
    D. Establish an accounting system which will adequately depict final total costs of the Project, including both direct and indirect costs; and,
    E. Establish such accounts and maintain such records as may be necessary for the state to fulfill federal reporting requirements, including any and all reporting requirements under federal tax statutes or regulations.

16. **RELATED LITIGATION:** Under no circumstances may Grantee use funds from any disbursement under this Grant to pay for costs associated with any litigation between the Grantee and the Department.

17. **RIGHTS IN DATA:** Grantee and the Department agree that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes, and other written or graphic work submitted under Exhibit A in the performance of the Project funded by this Grant shall be in the public domain. Grantee may disclose, disseminate and use in whole or in part, any final form data and information received, collected, and developed under this Project, subject to appropriate acknowledgment of credit to the Department for financial support. Grantee shall not utilize the materials submitted to the Department (except data) for any profit making venture or sell or grant rights to a third-party who intends to do so. The Department has the right to use submitted data for all governmental purposes.

18. **VENUE: (This provision does not apply to Local Governmental Entities)**

The Department and Grantee agree that any action arising out of this Grant shall be filed and maintained in the Superior Court, California. Grantee waives any existing sovereign immunity for the purposes of this Grant, if applicable.

19. **STATE-FUNDED RESEARCH GRANTS:**

A. Grantee shall provide for free public access to any publication of a department-funded invention or department-funded technology. Grantee further agrees to all terms and conditions required by the California Taxpayer Access to Publicly Funded Research Act (Chapter 2.5 (commencing with Section 13989) of Part 4.5 of Division 3 of Title 2 of the Government Code).

B. As a condition of receiving the research grant, Grantee agrees to the following terms and conditions which are set forth in Government Code section 13989.6 ("Section 13989.6"):

1) Grantee is responsible for ensuring that any publishing or copyright agreements concerning submitted manuscripts fully comply with Section 13989.6.

2) Grantees shall report to the Department the final disposition of the research grant, including, but not limited to, if it was published, when it was published, where it was published, when the 12-month time period expires, and where the manuscript will be available for open access.

3) For a manuscript that is accepted for publication in a peer-reviewed journal, the Grantee shall ensure that an electronic version of the peer-reviewed manuscript is available to the department and on an appropriate publicly accessible database approved by the Department, including, but not limited to, the University of California's eScholarship Repository at the California Digital Library, PubMed Central, or the California Digital Open Source Library, to be made publicly available not later than 12 months after the official date of publication. Manuscripts submitted to the California Digital Open Source Library shall be exempt from the requirements in subdivision (b) of Section 66408 of the Education Code. Grantee shall make reasonable efforts to comply with this requirement by ensuring that their manuscript is accessible on an approved publicly accessible database, and notifying the Department that the manuscript is available on a department-approved database. If Grantee is unable to ensure that their manuscript is accessible on an approved publicly accessible database, Grantee may comply by providing the manuscript to the Department not later than 12 months after the official date of publication.

4) For publications other than those described inparagraph B.3 above,, including meeting abstracts, Grantee shall comply by providing the manuscript to the Department not later than 12 months after the official date of publication.

5) Grantee is authorized to use grant money for publication costs, including fees charged by a publisher for color and page charges, or fees for digital distribution.

Exhibit D
Additional Provisions

1. Cancellation / Termination

A. This Grant may be cancelled by CDPH without cause upon thirty (30) calendar days advance written notice to the Grantee.

B. CDPH reserves the right to cancel or terminate this Grant immediately for cause. The Grantee may submit a written request to terminate this Grant only if CDPH substantially fails to perform its responsibilities as provided herein.

C. The term "for cause" shall mean that the Grantee fails to meet the terms, conditions, and/or responsibilities of this agreement. Causes for termination include, but are not limited to the following occurrences:

1) If the Grantee knowingly furnishes any statement, representation, warranty, or certification in connection with the agreement, which representation is materially false, deceptive, incorrect, or incomplete.

2) If the Grantee fails to perform any material requirement of this Grant or defaults in performance of this agreement.

3) If the Grantee files for bankruptcy, or if CDPH determines that the Grantee becomes financially incapable of completing this agreement.

D. Grant termination or cancellation shall be effective as of the date indicated in CDPH's notification to the Grantee. The notice shall stipulate any final performance, invoicing or payment requirements.

E. In the event of early termination or cancellation, the Grantee shall be entitled to compensation for services performed satisfactorily under this agreement and expenses incurred up to the date of cancellation and any non-cancelable obligations incurred in support of this Grant.

F. In the event of termination, and at the request of CDPH, the Grantee shall furnish copies of all proposals, specifications, designs, procedures, layouts, copy, and other materials related to the services or deliverables provided under this Grant, whether finished or in progress on the termination date.

G. The Grantee will not be entitled to reimbursement for any expenses incurred for services and deliverables pursuant to this agreement after the effective date of termination.

H. Upon receipt of notification of termination of this Grant, and except as otherwise specified by CDPH, the Grantee shall:

Exhibit D
Additional Provisions

1) Place no further order or subgrants for materials, services, or facilities.

2) Settle all outstanding liabilities and all claims arising out of such termination of orders and subgrants.

3) Upon the effective date of termination of the Grant and the payment by CDPH of all items properly changeable to CDPH hereunder, Grantee shall transfer, assign and make available to CDPH all property and materials belonging to CDPH, all rights and claims to any and all reservations, grants, and arrangements with owners of media/PR materials, or others, and shall make available to CDPH all written information regarding CDPH's media/PR materials, and no extra compensation is to be paid to Grantee for its services.

4) Take such action as may be necessary, or as CDPH may specify, to protect and preserve any property related to this agreement which is in the possession of the Grantee and in which CDPH has or may acquire an interest.

I. CDPH may, at its discretion, require the Grantee to cease performance of certain components of the Scope of Work as designated by CDPH and complete performance of other components prior to the termination date of the Grant.

2. Avoidance of Conflicts of Interest by Grantee

A. CDPH intends to avoid any real or apparent conflict of interest on the part of the Grantee, subgrants, or employees, officers and directors of the Grantee or subgrants. Thus, CDPH reserves the right to determine, at its sole discretion, whether any information, assertion or claim received from any source indicates the existence of a real or apparent conflict of interest; and, if a conflict is found to exist, to require the Grantee to submit additional information or a plan for resolving the conflict, subject to CDPH review and prior approval.

B. Conflicts of interest include, but are not limited to:

1) An instance where the Grantee or any of its subgrants, or any employee, officer, or director of the Grantee or any subgrant or has an interest, financial or otherwise, whereby the use or disclosure of information obtained while performing services under the grant would allow for private or personal benefit or for any purpose that is contrary to the goals and objectives of the grant.

2) An instance where the Grantee's or any subgrant's employees, officers, or directors use their positions for purposes that are, or give the appearance of being, motivated by a desire for private gain for themselves or others, such as those with whom they have family, business or other ties.

Exhibit D
Additional Provisions

C. If CDPH is or becomes aware of a known or suspected conflict of interest, the Grantee will be given an opportunity to submit additional information or to resolve the conflict. A Grantee with a suspected conflict of interest will have five (5) working days from the date of notification of the conflict by CDPH to provide complete information regarding the suspected conflict. If a conflict of interest is determined to exist by CDPH and cannot be resolved to the satisfaction of CDPH, the conflict will be grounds for terminating the grant. CDPH may, at its discretion upon receipt of a written request from the Grantee, authorize an extension of the timeline indicated herein.

3. Dispute Resolution Process

A. A Grantee grievance exists whenever there is a dispute arising from CDPH's action in the administration of an agreement. If there is a dispute or grievance between the Grantee and CDPH, the Grantee must seek resolution using the procedure outlined below.

1) The Grantee should first informally discuss the problem with the CDPH Program Grant Manager. If the problem cannot be resolved informally, the Grantee shall direct its grievance together with any evidence, in writing, to the program Branch Chief. The grievance shall state the issues in dispute, the legal authority or other basis for the Grantee's position and the remedy sought. The Branch Chief shall render a decision within ten (10) working days after receipt of the written grievance from the Grantee. The Branch Chief shall respond in writing to the Grantee indicating the decision and reasons therefore. If the Grantee disagrees with the Branch Chief's decision, the Grantee may appeal to the second level.

2) When appealing to the second level, the Grantee must prepare an appeal indicating the reasons for disagreement with Branch Chief's decision. The Grantee shall include with the appeal a copy of the Grantee's original statement of dispute along with any supporting evidence and a copy of the Branch Chief's decision. The appeal shall be addressed to the Deputy Director of the division in which the branch is organized within ten (10) working days from receipt of the Branch Chief's decision. The Deputy Director of the division in which the branch is organized or his/her designee shall meet with the Grantee to review the issues raised. A written decision signed by the Deputy Director of the division in which the branch is organized or his/her designee shall be directed to the Grantee within twenty (20) working days of receipt of the Grantee's second level appeal.

B. If the Grantee wishes to appeal the decision of the Deputy Director of the division in which the branch is organized or his/her designee, the Grantee shall follow the procedures set forth in Division 25.1 (commencing with Section 38050) of the Health and Safety Code and the regulations adopted thereunder. (Title 1, Division 2, Chapter 2, Article 3 (commencing with Section 1140) of the California Code of Regulations).

Exhibit D
Additional Provisions

C. Disputes arising out of an audit, examination of an agreement or other action not covered by subdivision (a) of Section 20204, of Chapter 2.1, Title 22, of the California Code of Regulations, and for which no procedures for appeal are provided in statute, regulation or the Agreement, shall be handled in accordance with the procedures identified in Sections 51016 through 51047, Title 22, California Code of Regulations.

D. Unless otherwise stipulated in writing by CDPH, all dispute, grievance and/or appeal correspondence shall be directed to the CDPH Grant Manager.

E. There are organizational differences within CDPH's funding programs and the management levels identified in this dispute resolution provision may not apply in every contractual situation. When a grievance is received and organizational differences exist, the Grantee shall be notified in writing by the CDPH Grant Manager of the level, name, and/or title of the appropriate management official that is responsible for issuing a decision at a given level.

4. **Executive Order N-6-22 - Economic Sanctions**

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Grantee is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this Agreement. The State shall provide Grantee advance written notice of such termination, allowing Grantee at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

Prior to awarding and executing grant, the State shall conduct its due diligence to determine if the proposed awardee is a named individual or entity on federal and any state Economic Sanctions lists. If the proposed awardee is listed, the State shall refrain from entering into the Grant. Resources for locating names of sanctioned individuals and entities are available on the DGS Office of Legal Services' webpage: Ukraine-Russia (ca.gov).

If this Agreement is valued at $5 million or more, upon execution the State will send a separate notification outlining additional requirements specified under the EO. Compliance with this 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/sanctionsprograms-and-country-information/ukraine-russia-related-sanctions). Failure to comply may result in the termination of this Agreement.

Exhibit E
Information Privacy and Security Requirements

This Information Privacy and Security Requirements Exhibit (Exhibit) sets forth the information privacy and security requirements Contractor is obligated to follow with respect to all personal and confidential information (as defined herein) disclosed to Contractor, or collected, created, maintained, stored, transmitted or used by Contractor for or on behalf of the California Department of Public Health (CDPH), pursuant to Contractor's agreement with CDPH. (Such personal and confidential information is referred to herein collectively as CDPH PCI.) CDPH and Contractor desire to protect the privacy and provide for the security of CDPH PCI pursuant to this Exhibit and in compliance with state and federal laws applicable to the CDPH PCI.

I. Order of Precedence: With respect to information privacy and security requirements for all CDPH PCI, the terms and conditions of this Exhibit shall take precedence over any conflicting terms or conditions set forth in any other part of the agreement between Contractor and CDPH, including Exhibit A (Scope of Work), all other exhibits and any other attachments, and shall prevail over any such conflicting terms or conditions.

II. Effect on lower tier transactions: The terms of this Exhibit shall apply to all contracts, subcontracts, and subawards, and the information privacy and security requirements Contractor is obligated to follow with respect to CDPH PCI disclosed to Contractor, or collected, created, maintained, stored, transmitted or used by Contractor for or on behalf of CDPH, pursuant to Contractor's agreement with CDPH. When applicable the Contractor shall incorporate the relevant provisions of this Exhibit into each subcontract or subaward to its agents, subcontractors, or independent consultants.

III. Definitions: For purposes of the agreement between Contractor and CDPH, including this Exhibit, the following definitions shall apply:

A. Breach:

"Breach" means:

1. the unauthorized acquisition, access, use, or disclosure of CDPH PCI in a manner which compromises the security, confidentiality, or integrity of the information; or

2. the same as the definition of "breach of the security of the system" set forth in California Civil Code section 1798.29(f).

B. Confidential Information: "Confidential information" means information that:

1. does not meet the definition of "public records" set forth in California Government Code section 6252(e), or is exempt from disclosure under any of the provisions of Section 6250, et seq. of the California Government Code or any other applicable state or federal laws; or

2. is contained in documents, files, folders, books, or records that are clearly labeled, marked or designated with the word "confidential" by CDPH.

C. Disclosure: "Disclosure" means the release, transfer, provision of, access to, or divulging in any manner of information outside the entity holding the information.

Exhibit E
Information Privacy and Security Requirements

D. PCI: "PCI" means "personal information" and "confidential information" (as these terms are defined herein:

E. Personal Information: "Personal information" means information, in any medium (paper, electronic, oral) that:

1. directly or indirectly collectively identifies or uniquely describes an individual; or

2. could be used in combination with other information to indirectly identify or uniquely describe an individual, or link an individual to the other information; or

3. meets the definition of "personal information" set forth in California Civil Code section 1798.3, subdivision (a) or

4. is one of the data elements set forth in California Civil Code section 1798.29, subdivision (g)(1) or (g)(2); or

5. meets the definition of "medical information" set forth in either California Civil Code section 1798.29, subdivision (h)(2) or California Civil Code section 56.05, subdivision (j); or

6. meets the definition of "health insurance information" set forth in California Civil Code section 1798.29, subdivision (h)(3); or

7. is protected from disclosure under applicable state or federal law.

F. Security Incident: "Security Incident" means:

1. an attempted breach; or

2. the attempted or successful unauthorized access or disclosure, modification, or destruction of CDPH PCI, in violation of any state or federal law or in a manner not permitted under the agreement between Contractor and CDPH, including this Exhibit; or

3. the attempted or successful modification or destruction of, or interference with, Contractor's system operations in an information technology system, that negatively impacts the confidentiality, availability, or integrity of CDPH PCI; or

4. any event that is reasonably believed to have compromised the confidentiality, integrity, or availability of an information asset, system, process, data storage, or transmission. Furthermore, an information security incident may also include an event that constitutes a violation or imminent threat of violation of information security policies or procedures, including acceptable use policies.

G. Use: "Use" means the sharing, employment, application, utilization, examination, or analysis of information.

IV. Disclosure Restrictions: The Contractor and its employees, agents, and subcontractors shall protect from unauthorized disclosure any CDPH PCI. The Contractor shall not disclose, except as otherwise

Exhibit E
Information Privacy and Security Requirements

specifically permitted by the agreement between Contractor and CDPH (including this Exhibit), any CDPH PCI to anyone other than CDPH personnel or programs without prior written authorization from the CDPH Program Contract Manager, except if disclosure is required by State or Federal law.

V. Use Restrictions: The Contractor and its employees, agents, and subcontractors shall not use any CDPH PCI for any purpose other than performing the Contractor's obligations under its agreement with CDPH.

VI. Safeguards: The Contractor shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the privacy, confidentiality, security, integrity, and availability of CDPH PCI, including electronic or computerized CDPH PCI. At each location where CDPH PCI exists under Contractor's control, the Contractor shall develop and maintain a written information privacy and security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of the Contractor's operations and the nature and scope of its activities in performing its agreement with CDPH, including this Exhibit, and which incorporates the requirements of Section VII, Security, below. Contractor shall provide CDPH with Contractor's current and updated policies within five (5) business days of a request by CDPH for the policies.

VII. Security: The Contractor shall take any and all steps reasonably necessary to ensure the continuous security of all computerized data systems containing CDPH PCI. These steps shall include, at a minimum, complying with all of the data system security precautions listed in the Contractor Data Security Standards set forth in Attachment 1 to this Exhibit.

/III. Security Officer: At each place where CDPH PCI is located, the Contractor shall designate a Security Officer to oversee its compliance with this Exhibit and to communicate with CDPH on matters concerning this Exhibit.

IX. Training: The Contractor shall provide training on its obligations under this Exhibit, at its own expense, to all of its employees who assist in the performance of Contractor's obligations under Contractor's agreement with CDPH, including this Exhibit, or otherwise use or disclose CDPH PCI.

A. The Contractor shall require each employee who receives training to certify, either in hard copy or electronic form, the date on which the training was completed.

B. The Contractor shall retain each employee's certifications for CDPH inspection for a period of three years following contract termination or completion.

C. Contractor shall provide CDPH with its employee's certifications within five (5) business days of a request by CDPH for the employee's certifications.

X. Employee Discipline: Contractor shall impose discipline that it deems appropriate (in its sole discretion) on such employees and other Contractor workforce members under Contractor's direct control who intentionally or negligently violate any provisions of this Exhibit.

Exhibit E
Information Privacy and Security Requirements

XI. Breach and Security Incident Responsibilities:

A. Notification to CDPH of Breach or Security Incident: The Contractor shall notify CDPH **immediately by telephone and email** upon the discovery of a breach (as defined in this Exhibit), and **within twenty-four (24) hours by email** of the discovery of any security incident (as defined in this Exhibit), unless a law enforcement agency determines that the notification will impede a criminal investigation, in which case the notification required by this section shall be made to CDPH immediately after the law enforcement agency determines that such notification will not compromise the investigation. Notification shall be provided to the CDPH Program Contract Manager, the CDPH Privacy Officer and the CDPH Chief Information Security Officer, using the contact information listed in Section XI (F), below. If the breach or security incident is discovered after business hours or on a weekend or holiday and involves CDPH PCI in electronic or computerized form, notification to CDPH shall be provided by calling the CDPH Information Security Office at the telephone numbers listed in Section XI(F), below. For purposes of this Section, breaches and security incidents shall be treated as discovered by Contractor as of the first day on which such breach or security incident is known to the Contractor, or, by exercising reasonable diligence would have been known to the Contractor. Contractor shall be deemed to have knowledge of a breach if such breach is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the breach, who is an employee or agent of the Contractor.

Contractor shall take:

1. prompt corrective action to mitigate any risks or damages involved with the breach or security incident and to protect the operating environment; and

2. any action pertaining to a breach required by applicable federal and state laws, including, specifically, California Civil Code section 1798.29.

B. Investigation of Breach and Security Incidents: The Contractor shall immediately investigate such breach or security incident. As soon as the information is known and subject to the legitimate needs of law enforcement, Contractor shall inform the CDPH Program Contract Manager, the CDPH Privacy Officer, and the CDPH Chief Information Security Officer of:

1. what data elements were involved and the extent of the data disclosure or access involved in the breach, including, specifically, the number of individuals whose personal information was breached;

2. a description of the unauthorized persons known or reasonably believed to have improperly used the CDPH PCI and/or a description of the unauthorized persons known or reasonably believed to have improperly accessed or acquired the CDPH PCI, or to whom it is known or reasonably believed to have had the CDPH PCI improperly disclosed to them;

3. a description of where the CDPH PCI is believed to have been improperly used or disclosed;

4. a description of the probable and proximate causes of the breach or security incident; and

Exhibit E
Information Privacy and Security Requirements

5. whether Civil Code section 1798.29 or any other federal or state laws requiring individual notifications of breaches have been triggered.

C. Written Report: The Contractor shall provide a written report of the investigation to the CDPH Program Contract Manager, the CDPH Privacy Officer, and the CDPH Chief Information Security Officer as soon as practicable after the discovery of the breach or security incident. The report shall include, but not be limited to, the information specified above, as well as a complete, detailed corrective action plan, including information on measures that were taken to halt and/or contain the breach or security incident, and measures to be taken to prevent the recurrence or further disclosure of data regarding such breach or security incident.

D. Notification to Individuals: If notification to individuals whose information was breached is required under state or federal law, and regardless of whether Contractor is considered only a custodian and/or non-owner of the CDPH PCI, Contractor shall, at its sole expense, and at the sole election of CDPH, either:

1. make notification to the individuals affected by the breach (including substitute notification), pursuant to the content and timeliness provisions of such applicable state or federal breach notice laws. Contractor shall inform the CDPH Privacy Officer of the time, manner and content of any such notifications, prior to the transmission of such notifications to the individuals; or

2. cooperate with and assist CDPH in its notification (including substitute notification) to the individuals affected by the breach.

E. Submission of Sample Notification to Attorney General: If notification to more than 500 individuals is required pursuant to California Civil Code section 1798.29, and regardless of whether Contractor is considered only a custodian and/or non-owner of the CDPH PCI, Contractor shall, at its sole expense, and at the sole election of CDPH, either:

1. electronically submit a single sample copy of the security breach notification, excluding any personally identifiable information, to the Attorney General pursuant to the format, content and timeliness provisions of Section 1798.29, subdivision (e). Contractor shall inform the CDPH Privacy Officer of the time, manner and content of any such submissions, prior to the transmission of such submissions to the Attorney General; or

2. cooperate with and assist CDPH in its submission of a sample copy of the notification to the Attorney General.

F. CDPH Contact Information: To direct communications to the above referenced CDPH staff, the Contractor shall initiate contact as indicated herein. CDPH reserves the right to make changes to the contact information below by verbal or written notice to the Contractor. Said changes shall not require an amendment to this Exhibit or the agreement to which it is incorporated.

Exhibit E
Information Privacy and Security Requirements

CDPH Program Contract Manager	CDPH Privacy Officer	CDPH Chief Information Security Officer
See the Scope of Work exhibit for Program Contract Manager	Privacy Officer Privacy Office c/o Office of Legal Services California Dept. of Public Health P.O. Box 997377, MS 0506 Sacramento, CA 95899-7377 Email: privacy@cdph.ca.gov Telephone: (877) 421-9634	Chief Information Security Officer Information Security Office California Dept. of Public Health P.O. Box 997413, MS 6302 Sacramento, CA 95899-7413 Email: CDPH.InfoSecurityOffice@cdph.ca.gov Telephone: (855) 500-0016

XII. Documentation of Disclosures for Requests for Accounting: Contractor shall document and make available to CDPH or (at the direction of CDPH) to an Individual such disclosures of CDPH PCI, and information related to such disclosures, necessary to respond to a proper request by the subject Individual for an accounting of disclosures of personal information as required by Civil Code section 1798.25, or any applicable state or federal law.

XIII. Requests for CDPH PCI by Third Parties: The Contractor and its employees, agents, or subcontractors shall promptly transmit to the CDPH Program Contract Manager all requests for disclosure of any CDPH PCI requested by third parties to the agreement between Contractor and CDPH (except from an Individual for an accounting of disclosures of the individual's personal information pursuant to applicable state or federal law), unless prohibited from doing so by applicable state or federal law.

XIV. Audits, Inspection and Enforcement: CDPH may inspect the facilities, systems, books and records of Contractor to monitor compliance with this Exhibit. Contractor shall promptly remedy any violation of any provision of this Exhibit and shall certify the same to the CDPH Program Contract Manager in writing.

XV. Return or Destruction of CDPH PCI on Expiration or Termination: Upon expiration or termination of the agreement between Contractor and CDPH for any reason, Contractor shall securely return or destroy the CDPH PCI. If return or destruction is not feasible, Contractor shall provide a written explanation to the CDPH Program Contract Manager, the CDPH Privacy Officer and the CDPH Chief Information Security Officer, using the contact information listed in Section XI (F), above.

A. Retention Required by Law: If required by state or federal law, Contractor may retain, after expiration or termination, CDPH PCI for the time specified as necessary to comply with the law.

B. Obligations Continue Until Return or Destruction: Contractor's obligations under this Exhibit shall continue until Contractor returns or destroys the CDPH PCI or returns the CDPH PCI to CDPH; provided however, that on expiration or termination of the agreement between Contractor and CDPH, Contractor shall not further use or disclose the CDPH PCI except as required by state or federal law.

Exhibit E
Information Privacy and Security Requirements

C. Notification of Election to Destroy CDPH PCI: If Contractor elects to destroy the CDPH PCI, Contractor shall certify in writing, to the CDPH Program Contract Manager, the CDPH Privacy Officer and the CDPH Chief Information Security Officer, using the contact information listed in Section XI (F), above, that the CDPH PCI has been securely destroyed. The notice shall include the date and type of destruction method used.

XVI. Amendment: The parties acknowledge that federal and state laws regarding information security and privacy rapidly evolves and that amendment of this Exhibit may be required to provide for procedures to ensure compliance with such laws. The parties specifically agree to take such action as is necessary to implement new standards and requirements imposed by regulations and other applicable laws relating to the security or privacy of CDPH PCI. The parties agree to promptly enter into negotiations concerning an amendment to this Exhibit consistent with new standards and requirements imposed by applicable laws and regulations.

XVII. Assistance in Litigation or Administrative Proceedings: Contractor shall make itself and any subcontractors, workforce employees or agents assisting Contractor in the performance of its obligations under the agreement between Contractor and CDPH, available to CDPH at no cost to CDPH to testify as witnesses, in the event of litigation or administrative proceedings being commenced against CDPH, its director, officers or employees based upon claimed violation of laws relating to security and privacy, which involves inactions or actions by the Contractor, except where Contractor or its subcontractor, workforce employee or agent is a named adverse party.

XVIII. No Third-Party Beneficiaries: Nothing express or implied in the terms and conditions of this Exhibit is intended to confer, nor shall anything herein confer, upon any person other than CDPH or Contractor and their respective successors or assignees, any rights, remedies, obligations, or liabilities whatsoever.

XIX. Interpretation: The terms and conditions in this Exhibit shall be interpreted as broadly as necessary to implement and comply with regulations and applicable State laws. The parties agree that any ambiguity in the terms and conditions of this Exhibit shall be resolved in favor of a meaning that complies and is consistent with federal and state laws and regulations.

XX. Survival: If Contractor does not return or destroy the CDPH PCI upon the completion or termination of the Agreement, the respective rights and obligations of Contractor under Sections VI, VII and XI of this Exhibit shall survive the completion or termination of the agreement between Contractor and CDPH.

Exhibit E
Information Privacy and Security Requirements

Attachment 1
Contractor Data Security Standards

I. Personnel Controls

A. ***Workforce Members Training and Confidentiality.*** Before being allowed access to CDPH PCI, all Contractor's workforce members who will be granted access to CDPH PCI must be trained in their security and privacy roles and responsibilities at Contractor's expense and must sign a confidentiality and acceptable CDPH PCI use statement. Training must be on an annual basis. Acknowledgments of completed training and confidentiality statements, which have been signed and dated by workforce members must be retained by the Contractor for a period of three (3) years following contract termination. Contractor shall provide the acknowledgements within five (5) business days to CDPH if so requested.

B. ***Workforce Members Discipline.*** Appropriate sanctions, including termination of employment where appropriate, must be applied against workforce members who fail to comply with privacy policies and procedures, acceptable use agreements, or any other provisions of these requirements.

C. ***Workforce Member Assessment.*** Before being permitted access to CDPH PCI, Contractor must assure there is no indication its workforce member may present a risk to the security or integrity of CDPH PCI. Contractor shall retain the workforce member's assessment documentation for a period of three (3) years following contract termination.

II. Technical Security Controls

A. ***Encryption.*** All desktop computers, mobile computing devices, and portable electronic storage media that processes or stores CDPH PCI must be encrypted using a FIPS 140-2 certified 128 bit or higher algorithm. The encryption solution must be full disk unless approved by the CDPH Information Security Office (ISO) and Privacy Office (PO). FIPS 140-2 certified 128 bit or higher algorithm end-to-end, individual file encryption, or ISO approved compensating security controls, shall be used to protect CDPH PCI transmitted or accessed outside the Contractor's secure internal network (e.g., email, remote access, file transfer, internet/website communication tools).

B. ***Server Security.*** Servers containing unencrypted CDPH PCI must have sufficient local and network perimeter administrative, physical, and technical controls in place to protect the CDPH information asset, based upon a current risk assessment/system security review.

C. ***Minimum Necessary.*** Only the minimum amount of CDPH PCI required to complete an authorized task or workflow may be copied, downloaded, or exported to any individual device.

D. ***Antivirus software.*** Contractor shall employ automatically updated malicious code protection mechanisms (anti-malware programs or other physical or software-based solutions) at its network perimeter and at workstations, servers, or mobile computing devices to continuously monitor and take action against system or device attacks, anomalies, and suspicious or inappropriate activities.

E. ***Patch Management.*** All devices that process or store CDPH PCI must have a documented patch management process. Vulnerability patching for Common Vulnerability Scoring System (CVSS) "Critical" severity ratings (CVSS 9.0 – 10.0) shall be completed within forty-eight (48) hours of

Exhibit E
Information Privacy and Security Requirements

publication or availability of vendor supplied patch; "High" severity rated (CVSS 7.0- 8.9) shall be completed within seven (7) calendar days of publication or availability of vendor supplied patch; all other vulnerability ratings (CVSS 0.1 – 6.9) shall be completed within thirty (30) days of publication or availability of vendor supplied patch, unless prior ISO and PO variance approval is granted.

F. ***User Identification and Access Control.*** All Contractor workforce members must have a unique local and/or network user identification (ID) to access CDPH PCI. The unique ID may be passwords, physical authenticators, or biometrics, or in the case of multi-factor authentication, some combination thereof. Should a workforce member no longer be authorized to access CDPH PCI, or an ID has been compromised, that ID shall be promptly disabled or deleted. User ID's must integrate with user role-based access controls to ensure that individual access to CDPH PCI is commensurate with job-related responsibilities.

G. ***CDPH PCI Destruction.*** When no longer required for business needs or legal retention periods, all electronic and physical media holding CDPH PCI must be purged from Contractor's systems and facilities using the appropriate guidelines for each media type as described in the prevailing "National Institute of Standards and Technology – Special Publication 800-88" – "Media Sanitization Decision Matrix."

H. ***System Inactivity Timeout.*** Contractor's computing devices holding, or processing CDPH PCI must be configured to automatically log-off an authenticated user or lock the device in a manner where the user must reauthenticate the user session after no more than twenty (20) minutes of user inactivity.

I. ***Warning Banners.*** During a user log-on process, all systems providing access to CDPH PCI, must display a warning banner stating that the CDPH PCI is confidential, system and user activities are logged, and system and CDPH PCI use is for authorized business purposes only. User must be directed to log-off the system if they do not agree with these conditions.

J. ***System Logging.*** Contractor shall ensure its information systems and devices that hold or process CDPH PCI are capable of being audited and the events necessary to reconstruct transactions and support after-the-fact investigations are maintained. This includes the auditing necessary to cover related events, such as the various steps in distributed, transaction-based processes and actions in service-oriented architectures. Audit trail information with CDPH PCI must be stored with read-only permissions and be archived for three (3) years after event occurrence. There must also be a documented and routine procedure in place to review system logs for unauthorized access.

K. ***Intrusion Detection***. All Contractor systems and devices holding, processing, or transporting CDPH PCI that interact with untrusted devices or systems via the Contractor intranet and/or the Internet must be protected by a monitored comprehensive intrusion detection system and/or intrusion prevention system.

III. Audit Controls

A. ***System Security Review.*** Contractor, to assure that administrative, physical, and technical controls are functioning effectively and providing adequate levels of protection for CDPH PCI, shall

Exhibit E
Information Privacy and Security Requirements

conduct at least, an annual administrative assessment of risk, including the likelihood and magnitude of harm from the unauthorized access, use, disclosure, disruption, modification, or destruction of an information system or device holding processing, or transporting CDPH PCI, along with periodic technical security reviews using vulnerability scanning tools and other appropriate technical assessments.

B. ***Change Control.*** All Contractor systems and devices holding, processing, or transporting CDPH PCI shall have a documented change control process for hardware, firmware, and software to protect the systems and assets against improper modification before, during, and after system implementation.

IV. Business Continuity / Disaster Recovery Controls

A. ***Emergency Mode Operation Plan.*** Contractor shall develop and maintain technical recovery and business continuity plans for systems holding, processing, or transporting CDPH PCI to ensure the continuation of critical business processes and the confidentiality, integrity, and availability of CDPH PCI following an interruption or disaster event lasting more than twenty-four (24) hours.

B. ***CDPH PCI Backup Plan.*** Contractor shall have a documented, tested, accurate, and regularly scheduled full backup process for systems and devices holding CDPH PCI.

V. Paper Document Controls

A. ***Supervision of CDPH PCI.*** CDPH PCI in any physical format shall not be left unattended at any time. When not under the direct observation of an authorized Contractor workforce member, the CDPH PCI must be stored in a locked file cabinet, desk, or room. It also shall not be left unattended at any time in private vehicles or common carrier transportation, and it shall not be placed in checked baggage on common carrier transportation.

B. ***Escorting Visitors.*** Visitors who are not authorized to see CDPH PCI must be escorted by authorized workforce members when in areas where CDPH PCI is present, and CDPH PCI shall be kept out of sight of visitors.

C. ***Removal of CDPH PCI.*** CDPH PCI in any format must not be removed from the secure computing environment or secure physical storage of the Contractor, except with express written permission of the CDPH PCI owner.

D. ***Faxing and Printing.*** Contractor shall control access to information system output devices, such as printers and facsimile devices, to prevent unauthorized individuals from obtaining any output containing CDPH PCI. Fax numbers shall be verified with the intended recipient before transmittal.

E. ***Mailing.*** Mailings of CDPH PCI shall be sealed and secured from damage or inappropriate viewing to the extent possible. Mailings which include five hundred (500) or more individually identifiable records of CDPH PCI in a single package shall be sent using a tracked mailing method which includes verification of delivery and receipt, unless the prior written permission of CDPH to use another method is obtained.

California Department of Public Health

County of Plumas
23-10974

Exhibit F
Federal Terms and Conditions

(For Federally Funded Grant Agreements)

This exhibit contains provisions that require strict adherence to various contracting laws and policies.

Index of Special Terms and Conditions

1. Federal Funds
2. Federal Equal Employment Opportunity Requirements
3. Debarment and Suspension Certification
4. Covenant Against Contingent Fees
5. Lobbying Restrictions and Disclosure Certification
6. Additional Restrictions
7. Human Subjects Use Requirments
8. Audit and Record Retention
9. Federal Requirements

1. Federal Funds

(Applicable only to that portion of an agreement funded in part or whole with federal funds.)

a. It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of congressional appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays which would occur if the 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 for the fiscal years covered by the term of this Agreement. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or any statute enacted by the Congress which may affect the provisions, terms or funding of this Agreement in any manner.

c. It is mutually agreed that if the Congress does not appropriate sufficient funds for the program, this Agreement shall be amended to reflect any reduction in funds.

d. CDPH has the option to invalidate or cancel the Agreement with 30-days advance written notice or to amend the Agreement to reflect any reduction in funds.

2. Federal Equal Opportunity Requirements

(Applicable to all federally funded grants entered into by the California Department of Public Health (CDPH) formerly known as California Department of Health Services (CDHS).)

a. The Grantee will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era. The Grantee will take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and career development opportunities and selection for training, including apprenticeship. The Grantee agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Federal Government or CDPH, setting forth the provisions of the Equal Opportunity clause, Section 503 of the Rehabilitation Act of 1973 and the affirmative action clause required by the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. 4212). Such notices shall state the Grantee's obligation under the law to take affirmative action to employ and advance in employment qualified applicants without discrimination based on their race, color, religion, sex, national origin physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era and the rights of applicants and employees.

b. The Grantee will, in all solicitations or advancements for employees placed by or on behalf of the Grantee, state that all qualified applicants will receive consideration for employment

without regard to race, color, religion, sex, national origin physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era.

c. The Grantee will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice, to be provided by the Federal Government or the State, advising the labor union or workers' representative of the Grantee's commitments under the provisions herein and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

d. The Grantee will comply with all provisions of and furnish all information and reports required by Section 503 of the Rehabilitation Act of 1973, as amended, the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. 4212) and of the Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and of the rules, regulations, and relevant orders of the Secretary of Labor.

e. The Grantee will furnish all information and reports required by Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and the Rehabilitation Act of 1973, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the State and its designated representatives and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

f. In the event of the Grantee's noncompliance with the requirements of the provisions herein or with any federal rules, regulations, or orders which are referenced herein, this Agreement may be cancelled, terminated, or suspended in whole or in part and the Grantee may be declared ineligible for further federal and state contracts in accordance with procedures authorized in Federal Executive Order No. 11246 as amended and such other sanctions may be imposed and remedies invoked as provided in Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

g. The Grantee will include the provisions of Paragraphs a through g in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or Section 503 of the Rehabilitation Act of 1973 or (38 U.S.C. 4212) of the Vietnam Era Veteran's Readjustment Assistance Act, so that such provisions will be binding upon each subgrantee or vendor. The Grantee will take such action with

respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs or CDPH may direct as a means of enforcing such provisions including sanctions for noncompliance provided, however, that in the event the Grantee becomes involved in, or is threatened with litigation by a subgrantee or vendor as a result of such direction by CDPH, the Grantee may request in writing to CDPH, who, in turn, may request the United States to enter into such litigation to protect the interests of the State and of the United States.

3. Debarment and Suspension Certification

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

b. By signing this Grant, the Grantee certifies to the best of its knowledge and belief, that it and its principals:

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

(2) Have not within a three-year period preceding this application/proposal/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;

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

(4) Have not within a three-year period preceding this application/proposal/agreement had one or more public transactions (Federal, State or local) terminated for cause or default.

(5) Shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under federal regulations (i.e., 48 CFR part 9, subpart 9.4), debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction, unless authorized by the State.

(6) Will include a clause entitled, "Debarment and Suspension Certification" that essentially sets forth the provisions herein, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

c. If the Grantee is unable to certify to any of the statements in this certification, the Grantee shall submit an explanation to the CDPH Program Contract Manager.

d. The terms and definitions herein have the meanings set out in the Definitions and Coverage sections of the rules implementing Federal Executive Order 12549.

e. If the Grantee knowingly violates this certification, in addition to other remedies available to the Federal Government, the CDPH may terminate this Agreement for cause or default.

4. Covenant Against Contingent Fees

The Grantee warrants that no person or selling agency has been employed or retained to solicit/secure this Grant upon an agreement of understanding for a commission, percentage, brokerage, or contingent fee, except *bona fide* employees or *bona fide* established commercial or selling agencies retained by the Grantee for the purpose of securing business. For breach or violation of this warranty, CDPH shall have the right to annul this Grant without liability or in its discretion to deduct from the Grant price or consideration, or otherwise recover, the full amount of such commission, percentage, and brokerage or contingent fee.

5. Lobbying Restrictions and Disclosure Certification

(Applicable to federally funded grants in excess of $100,000 per Section 1352 of the 31, U.S.C.)

a. Certification and Disclosure Requirements

(1) Each person (or recipient) who requests or receives a grant, subgrant, which is subject to Section 1352 of the 31, U.S.C., and which exceeds $100,000 at any tier, shall file a certification (in the form set forth in Attachment 1, consisting of one page, entitled "Certification Regarding Lobbying") that the recipient has not made, and will not make, any payment prohibited by Paragraph b of this provision.

(2) Each recipient shall file a disclosure (in the form set forth in Attachment 2, entitled "Standard Form-LLL 'disclosure of Lobbying Activities'") if such recipient has made or has agreed to make any payment using nonappropriated funds (to include profits from any covered federal action) in connection with a grant or any extension or amendment of that grant, which would be prohibited under Paragraph b of this provision if paid for with appropriated funds.

(3) Each recipient shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affect the accuracy of the information contained in any disclosure form previously filed by such person under Paragraph a(2) herein. An event that materially affects the accuracy of the information reported includes:

(a) A cumulative increase of $25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered federal action;

(b) A change in the person(s) or individuals(s) influencing or attempting to influence a covered federal action; or

(c) A change in the officer(s), employee(s), or member(s) contacted for the purpose of influencing or attempting to influence a covered federal action.

(4) Each person (or recipient) who requests or receives from a person referred to in

Paragraph a(1) of this provision a grant or subgrant exceeding $100,000 at any tier under a grant shall file a certification, and a disclosure form, if required, to the next tier above.

(5) All disclosure forms (but not certifications) shall be forwarded from tier to tier until received by the person referred to in Paragraph a(1) of this provision. That person shall forward all disclosure forms to CDPH Program Contract Manager.

b. Prohibition

Section 1352 of Title 31, U.S.C., provides in part that no appropriated funds may be expended by the recipient of a federal contract or agreement, grant, loan, or cooperative agreement to pay 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 any of the following covered federal actions: the awarding of any federal contract or agreement, the making of any federal grant, the making of any federal loan, entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract or agreement, grant, loan, or cooperative agreement.

6. **Additional Restrictions**

Grantee shall comply with the restrictions under Division F, Title V, Section 503 of the Consolidated Appropriations Act, 2012 (H.R. 2055), which provides that:

"SEC. 503.(a) No part of any appropriation contained in this Act or transferred pursuant to section 4002 of Public Law 111–148 shall be used, other than for normal and recognized executive-legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the Congress or any State or local legislature or legislative body, except in presentation to the Congress or any State or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government, except in presentation to the executive branch of any State or local government itself.
(b) No part of any appropriation contained in this Act or transferred pursuant to section 4002 of Public Law 111–148 shall be used to pay 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 the Congress or any State government, State legislature or local legislature or legislative body, other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a State, local or tribal government in policymaking and administrative processes within the executive branch of that government.
(c) The prohibitions in subsections (a) and (b) shall include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control."

7. Human Subjects Use Requirements

(Applicable only to federally funded agreements in which performance, directly or through a subgrantee/subaward, includes any tests or examination of materials derived from the human body.)

By signing this Agreement, Grantee agrees that if any performance under this Agreement or any subcontract or subagreement includes any tests or examination of materials derived from the human body for the purpose of providing information, diagnosis, prevention, treatment or assessment of disease, impairment, or health of a human being, all locations at which such examinations are performed shall meet the requirements of 42 U.S.C. Section 263a (CLIA) and the regulations thereunder.

8. Audit and Record Retention

(Applicable to agreements in excess of $10,000.)

a. The Grantee shall maintain books, records, documents, and other evidence, accounting procedures and practices, sufficient to properly reflect all direct and indirect costs of whatever nature claimed to have been incurred in the performance of this Agreement, including any matching costs and expenses. The foregoing constitutes "records" for the purpose of this provision.

b. The Grantee's facility or office or such part thereof as may be engaged in the performance of this Agreement and his/her records shall be subject at all reasonable times to inspection, audit, and reproduction.

c. Grantee agrees that CDPH, the Bureau of State Audits, or their designated representatives including the Comptroller General of the United States shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Grantee agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, the Grantee agrees to include a similar right of the State to audit records and interview staff in any subgrantee related to performance of this Agreement. (GC 8546.7, CCR Title 2, Section 1896).

d. The Grantee shall preserve and make available his/her records (1) for a period of three years from the date of final payment under this Agreement, and (2) for such longer period, if any, as is required by applicable statute, by any other provision of this Agreement, or by subparagraphs (1) or (2) below.

(1) If this Agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of three years from the date of any resulting final settlement.

(2) If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the three-year period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular three-year period, whichever is later.

f. The Grantee may, at its discretion, following receipt of final payment under this Agreement, reduce its accounts, books and records related to this Agreement to electoronic data storage device. Upon request by an authorized representative to inspect, audit or obtain copies of said records, the Grantee and/or Subgrantee must supply or make available applicable devices, hardware, and/or software necessary to view, copy and/or print said records.

9. Federal Requirements

Grantee agrees to comply with and shall require all subgrantee's, if any, to comply with all applicable Federal requirements including but not limited to the United States Code, the Code of Federal Regulations, the Funding Opportunity Announcement, the Notice of Award, the funding agreement, and any memoranda or letter regarding the applicable Federal requirements.

Attachment 1

STATE OF CALIFORNIA
CALIFORNIA DEPARTMENT OF PUBLIC HEALTH

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making, awarding or entering into of this Federal contract, Federal grant, or cooperative agreement, and the extension, continuation, renewal, amendment, or modification of this Federal contract, grant, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency of the United States Government, 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, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities" in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subGrantees, subgrants, and contracts under grants and cooperative agreements) of $100,000 or more, and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S.C., 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.

County of Sierra	Rhonda Grandi
Name of Grantee	Printed Name of Person Signing for Grantee
	RGrandi
Contract / Grant Number	Signature of Person Signing for Grantee
May 23, 2024	Assistant Director
Date	Title

After execution by or on behalf of Grantee, please return to:

California Department of Public Health
Office of AIDS
P.O. Box 997377, MS 7700
Sacramento, CA 95899

CDPH reserves the right to notifiy the Grantee in writing of an alternate submission address.

Attachment 2

CERTIFICATION REGARDING LOBBYING

Approved by OMB Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 13520348-0046
(See reverse for public burden disclosure)

1. Type of Federal Action: [ ] a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. Status of Federal Action: [ ] a. bid/offer/application b. initial award c. post-award	3. Report Type: [ ] a. initial filing b. material change For Material Change Only: Year [ ] quarter [ ] date of last report [ ].
4. Name and Address of Reporting Entity: ☐ Prime ☐ Subawardee Tier [ ], if known:	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:	
6. Federal Department/Agency	7. Federal Program Name/Description:	
8. Federal Action Number, if known:	9. Award Amount, if known:	
10.a. Name and Address of Lobbying Registrant *(If individual, last name, first name, MI)*:	b. Individuals Performing Services *(including address if different from 10a. (Last name, First name, MI):*	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. required disclosure shall be subject to a not more than $100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No.: Date:	
Federal Use Only		Authorized for Local Reproduction Standard Form-LLL (Rev. 7-97)

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity 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 a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.

5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

    (b) Enter the full names of the individual(s) performing services and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).

11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

Agree Plumas County Ryan White

Final Audit Report 2024-05-23

Created:	2024-05-23
By:	Jamie Franceschini (jfranceschini@sierracounty.ca.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAxxcAFN2HNmZqGapOvspnJxNnJPEszZ7n

"Agree Plumas County Ryan White" History

Document created by Jamie Franceschini (jfranceschini@sierracounty.ca.gov)
2024-05-23 - 8:31:30 PM GMT

Document emailed to Rhonda Grandi (rgrandi@sierracounty.ca.gov) for signature
2024-05-23 - 8:34:37 PM GMT

Email viewed by Rhonda Grandi (rgrandi@sierracounty.ca.gov)
2024-05-23 - 10:04:33 PM GMT

Document e-signed by Rhonda Grandi (rgrandi@sierracounty.ca.gov)
Signature Date: 2024-05-23 - 10:05:40 PM GMT - Time Source: server

Agreement completed.
2024-05-23 - 10:05:40 PM GMT

PLUMAS COUNTY
PROBATION
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Keevin Allred, Chief Probation Officer**
MEETING DATE:	**June 4, 2024**
SUBJECT:	**Approve and authorize Chair to sign an agreement between Plumas County Probation and the County of Tehama; effective July 1, 2024; not to exceed $200,000.00 dollars; Potential General Fund Impact of $10,000.00 as approved in FY2024-2025 budget item 2040053-530440; approved as to form by County Counsel.**

Recommendation:
Approve and authorize Chair to sign an agreement between Plumas County Probation and the County of Tehama; effective July 1, 2024;

Background and Discussion:
Plumas County Probation is seeking to continue contracted services with the County of Tehama for the placement of youths detained pursuant to the order of the Plumas juvenile court. Plumas County Probation has contracted with Tehama for several years, and as Plumas County does not have a juvenile detention facility, it is imperative to maintain service relationships with neighboring counties for detention of juvenile offenders.

Action:

It is respectfully requested that the board of Supervisors approve and authorize the Chair to sign the regional facilities agreement between Plumas County Probation and the County of Tehama.

Fiscal Impact:

Ponential General Fund impact of $10,000.00, which is budgeted and allocated in the Fiscal Year 2024-2025 recommended budget. The vast majority of funding will be derived from state-funded juvenile grants, namely the Youthful Offender Block Grant (20415). $50,000.00 will be paid to Tehama contingent on use of their SecureTrack service, funded from SB823/Division of Juvenile Justice Realignment Block Grant (20404), and only if the youth(s) were eligible for commitment to a Division of Juvenile Justice facility.

Attachments:
1. FY24-25 Tehama Juvenile Hall Contract - UNSIGNED

REGIONAL FACILITY AGREEMENT

This Agreement is made by and between the COUNTY OF TEHAMA, a political subdivision of the State of California, acting through the Tehama County Probation Department, hereinafter referred to as "TEHAMA" and the COUNTY OF PLUMAS, a political subdivision of the State of California, hereinafter referred to as "PLUMAS."

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

WHEREAS, TEHAMA currently operates and maintains a Juvenile Detention Facility in the City of Red Bluff, located at 1790 Walnut Street, where space may exist in excess of its needs,

WHEREAS, PLUMAS agrees to incorporate in this agreement entered into to prepare for the needs of Secured Track Youth under our Juvenile Justice Realignment Block Grant plan;

NOW THEREFORE,

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

A. SERVICES:

TEHAMA shall provide placement in TEHAMA Juvenile Detention Facility, for PLUMAS youth who have been accepted by TEHAMA County Probation Department for such placement if TEHAMA County Probation Department determines excess space in the facility exists and TEHAMA agrees to accept the youth.

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

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

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

For agreeing to submit an allocated portion of our Juvenile Justice Realignment Block Grant (JJRBG) to utilize the TEHAMA County Juvenile Detention Facility for our at-risk and secure track youth, over and above the existing for per costs that remain in place, TEHAMA Juvenile Detention Facility agrees to provide the following services:

A. Re-entry Program with individual case plans tailored specifically to the ward's needs

B. Dedicated re-entry program coordinator
C. Evidence-Based Practice programs
D. Medical Services
E. Behavioral Health Services with a focus on Trauma-Informed Care based approach
F. Educational Programs including on-going educational opportunities and support
G. Volunteer services
H. Vocational Training

PLUMAS County agrees to the following allocation disbursements only if above-mentioned services are provided:

$50,000 (100%) – July 1, 2024 to June 30, 2025.

TEHAMA County shall provide an invoice to PLUMAS County for amounts owed if PLUMAS youth participate in secure track services. Amount shall become due upon receipt of invoice. PLUMAS County shall pay all amounts due within 30 days of receipt of invoice.

B. TERM:

This agreement shall be in effect from July 1, 2024, through June 30, 2025. This agreement may be terminated at any time by either party hereto, upon a thirty (30) day written notice to the other party. PLUMAS County's Board of Supervisors hereby ratifies, and approves for payment, services provided by TEHAMA from July 1, 2024, to date of approval of this Agreement by the Board of Supervisors.

C. PAYMENT:

Board and Care: PLUMAS shall pay TEHAMA monthly for the costs of board and care for each PLUMAS youth so placed for each day or portion thereof that said PLUMAS youth is housed in the TEHAMA Juvenile Detention Facility. Said payment shall be at the per diem rated determined by the Chief Probation Officer of TEHAMA. The rate currently established by the Chief Probation Officer is $150.00 for each 24-hour day or portion thereof for a youth detained in a detention bed and $150.00 for each 24-hour day or portion thereof for a youth committed to the Camp program. This rate is subject to change by the TEHAMA County Board of Supervisors and shall not exceed Two Hundred Thousand Dollars per year. Any changes to this rate shall be pursuant to a written amendment in accordance with section J of this Agreement. PLUMAS shall be given thirty (30) days written notice of said change before the new rate becomes applicable to this agreement.

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

Writ of Habeas Corpus: In the event a petition for a writ of habeas corpus or similar proceeding is initiated by or on behalf of a PLUMAS youth placed in the TEHAMA Juvenile Detention Facility, PLUMAS shall defend said litigation and hold TEHAMA, its officers and employees, fully harmless there form.

Medical and Psychological Services: PLUMAS agrees to pay for or to reimburse TEHAMA for

the actual costs of any necessary psychological, dental care, prescription medications or mental health care provided by third-party contractors and required by a PLUMAS youth placed pursuant to this agreement. PLUMAS agrees to pay for any costs above $15.000 per medical/surgical inpatient catastrophic episode. TEHAMA is authorized to obtain emergency medical, dental and mental health care for PLUMAS youths without prior authorization. All other services must be pre-authorized by PLUMAS.

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

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

Tehama County Probation
Attention: Finance Division
PO Box 99
1840 Walnut St, Red Bluff,
CA 96080 Red Bluff, CA
96080

D. TRANSPORTATION:

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

E. COURT DOCUMENTATION:

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

F. REMOVAL OF YOUTHS:

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

G. INDEMNITY:

It is agreed that PLUMAS shall defend, hold harmless, and indemnify TEHAMA County, its elected officials, officers, employees, agents and employees from any and all claims for injuries or damage to person and/or property which arise out of the terms and conditions of this AGREEMENT, and which result from the negligent acts or omissions of PLUMAS, its officers and/or employees.

It is further agreed that TEHAMA shall defend, hold harmless and indemnify PLUMAS, its officers and employees from any and all claims for injuries or damage to persons and/or property which arise out of the terms and conditions of this Agreement, and which result from the negligent acts or omission of TEHAMA, its officer and/or employees.

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

H. INSURANCE:

TEHAMA is self-insured up to $100.000 and beyond that amount is covered up to $25 million under TEHAMA's participation in the CSAC Excess Insurance Authority.
PLUMAS is self-insured up to $100,000 and beyond that amount is covered up to $25 million under PLUMAS' participation in the CSAC Excess Insurance Authority.

I. PRISON RAPE ELIMINATION ACT (PREA):

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

J. ALTERATION OF TERMS:

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

K. TERMINATION:

This agreement may be terminated by either TEHAMA or PLUMAS by a thirty (30) day written

notice. Authorized costs incurred by TEHAMA shall be reimbursed up to the date of termination. Notwithstanding anything stated to the contrary herein, this Agreement shall expire on the Completion Date indicated above unless the Completion Date is modified by written amendment to this Contract.

L. NOTICES:

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

COUNTY OF PLUMAS:
Plumas County Probation Department
Keevin Allred, Chief Probation Officer
270 County Hospital Road, Suite 128
Quincy, CA 95971
Phone: 530-283-6200
Facsimile: 530-283-6165

COUNTY OF TEHAMA:
Tehama County Probation Department
Greg Ulloa, Chief Probation Officer
1840 Walnut Street / PO Box 99
Red Bluff, CA 96080
Phone: 530-527-4052
Facsimile: 530-527-1579

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

--COUNTY OF TEHAMA--

Dated: 5/22/24

By: _____
Greg Ulloa
Chief Probation Officer
County of Tehama

Approved as to Form:

_____
County of Tehama County Counsel

Dated: _____

By: _____
County of Tehama Board of Supervisors

--COUNTY OF PLUMAS--

Dated: 5-23-24

By: _____
Keevin Allred
Chief Probation Officer
County of Plumas

Dated: _____

By: _____
Greg Hagwood
Board of Supervisors, Chair
County of Plumas

ATTEST:

Dated: _____

By: _____
Allen Hiskey, Clerk of the Board
County of Plumas

Approved as to Form:

By: Josh Brechtel
Josh Brechtel
Interim County Counsel

PLUMAS COUNTY
WALKER RANCH COMMUNITY SERVICE DISTRICT
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Rob Thorman, Assistant Director of Public Works**
MEETING DATE:	**June 4, 2024**
SUBJECT:	**Approve and authorize Chair to sign Change Order No. 2, 3 & 4 to Construction Agreement between Walker Ranch CSD and Giles Excavating & Paving, Inc.; No General Fund Impact; approved as to form by County Counsel; discussion and possible action.**

Recommendation:
The Acting Manager of the Walker Ranch Community Services District respectfully recommends that the WRCSD Governing Board authorize the Chair of the Board of Supervisors to execute Change Order No. 2, 3 & 4 with Giles Excavating & Paving, Inc. totaling $2,529.

Background and Discussion:
During development of Bailey Creek Subdivision phase 4, unit 2, there were 7 sewer laterals and 6 water laterals that were not installed by the developer. It is unclear if this omission of service laterals was approved or even known by the Walker Ranch CSD circa 2005. The buyer of the lot reportedly thought water and sewer laterals were installed, as should have been constructed.

The Governing Board approved a construction agreement with Giles Excavating & Paving, Inc. for $96,900 on August 28, 2023 to install all missing laterals. Change Order No. 1 was approved by the Governing Board on December 5, 2023 for $36,600. Change Order No. 1 relates to additional costs related to locating existing abandoned laterals.

Giles Excavating & Paving, Inc. have quoted $6,500 to repair the fire hydrant damaged by a snowplow strike. The cost of this repair will be paid by Road Department funds since this damage was caused by County snowplow operation. This fire hydrant is near the laterals being installed and brought to Walker Ranch CSD's attention and verified with the WRCSD operator to have been caused by a Road Department snowplow.

Change order 2 for $850 is for additional pavement cut next to a lateral line to cut out an existing pavement crack. Change order 3 is a credit for savings in materials on the job for $4,821.

The attached change orders have been approved by County Counsel as to form. WRCSD has funds budgeted for this work and doesn't require any General Funds. Total project change order amount is $39,129.

Action:

The Acting Manager of the Walker Ranch Community Services District respectfully recommends that the WRCSD Governing Board authorize the Chair of the Board of Supervisors to execute Change Order No. 2, 3 & 4 with Giles Excavating & Paving, Inc. totaling $2,529.

Fiscal Impact:

No impact to General Fund. Fund via Walker Ranch CSA and Road Fund.

Attachments:
1. Walker Ranch Signed CO #2
2. CO 004 WRCSD Laterals

3. Walker Ranch Signed CO #3

County of Plumas – WRCSD

CONTRACT CHANGE ORDER

Change Requested by:		County		Contractor

CO No.	Suppl. No.	Contract No.	Project	Project/Contract Number:
002	0		Walker Ranch Lateral Install Project	WRCSD 24-002

To - Giles Excavating & Paving

DESCRIPTION OF PROPOSED CHANGE:

Repair existing fire hydrant in front of lot #490 that was previously damaged by a snow plow:
Damaged fire hydrant was discovered during the pot holing work which is not part of the original scope of services.

Adjustment in Compensation at Agreed Lump Sum Price:

Total Increase in Cost at Agreed Lump Sum **$6,500.00**

The agreed adjustment of contract time constitutes full and complete compensation for providing all labor, material, equipment, tools, including all markups by reason of this change.

The adjustment of the contract time will be made.

Cost: $ 6,500.00 Contract time extension: 0

Giles Excavating & Paving		
SIGNATURE	(PRINT NAME & TITLE) Michael R. Giles, President	DATE 5-16-24
Authorized by Public Works		
SIGNATURE	(PRINT NAME & TITLE) Robert Thorman, Acting WRCSD Manager	DATE
Authorized By County Counsel		
SIGNATURE Josh Brechtel	(PRINT NAME & TITLE) Interim County Counsel Joshua Brechtel	DATE 5/8/2024
Authorized by Chair, Board of Supervisors		
SIGNATURE	(PRINT NAME & TITLE) Greg Hagwood, Chair Board of Supervisors	DATE

County of Plumas – WRCSD

CONTRACT CHANGE ORDER

Change Requested by:		County		Contractor

CO No.	Suppl. No.	Contract No.	Project	Project/Contract Number:
004	**0**		**Walker Ranch Lateral Install Project**	WRCSD 24-002

To - Giles Excavating & Paving

DESCRIPTION OF PROPOSED CHANGE:

Credit for pipe materials, reuse of existing lateral tie materials.

Adjustment in Compensation at Agreed Lump Sum Price:

Total Decrease in Cost at Agreed Lump Sum **$4,821.00**

The agreed adjustment of contract time constitutes full and complete compensation for providing all labor, material, equipment, tools, including all markups by reason of this change.

The adjustment of the contract time will be made.

Credit: $ 4,821.00 Contract time extension: 0

Giles Excavating & Paving		
SIGNATURE	(PRINT NAME & TITLE) Michael R. Giles, President	DATE
Authorized by Public Works		
SIGNATURE	(PRINT NAME & TITLE) Robert Thorman, Acting WRCSD Manager	DATE
Authorized By County Counsel		
SIGNATURE	(PRINT NAME & TITLE) Deputy County Counsel Joshua Brechtel	DATE
Authorized by Chair, Board of Supervisors		
SIGNATURE	(PRINT NAME & TITLE) Greg Hagwood, Chair Board of Supervisors	DATE

County of Plumas – WRCSD

CONTRACT CHANGE ORDER

Change Requested by:		County		Contractor

CO No.	Suppl. No.	Contract No.	Project	Project/Contract Number:
003	0		Walker Ranch Lateral Install Project	WRCSD 24-002

To - Giles Excavating & Paving

DESCRIPTION OF PROPOSED CHANGE:

Labor and materials for widened trench patch to remove existing crack in the road surface.

Adjustment in Compensation at Agreed Lump Sum Price:

Total Increase in Cost at Agreed Lump Sum **$850.00**

The agreed adjustment of contract time constitutes full and complete compensation for providing all labor, material, equipment, tools, including all markups by reason of this change.

The adjustment of the contract time will be made.

Cost: $ 850.00 Contract time extension: 0

Giles Excavating & Paving		
SIGNATURE	(PRINT NAME & TITLE)	DATE
	Michael R. Giles, President	5-24-24
Authorized by Public Works		
SIGNATURE	(PRINT NAME & TITLE)	DATE
	Robert Thorman, Acting WRCSD Manager	
Authorized By County Counsel		
SIGNATURE Josh Brechtel	(PRINT NAME & TITLE)	DATE
	Interim County Counsel Joshua Brechtel	5/24/2024
Authorized by Chair, Board of Supervisors		
SIGNATURE	(PRINT NAME & TITLE)	DATE
	Greg Hagwood, Chair Board of Supervisors	

PLUMAS COUNTY
RISK MANAGEMENT DEPARTMENT
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Travis Goings, Director of Risk Management**
MEETING DATE:	**June 4, 2024**
SUBJECT:	**Workplace Violence Prevention Plan policy and Reporting document, Required under SB553 Labor Code section 6401.9; approved as to form by County Counsel; discussion and possible action.**

Recommendation:
Workplace Violence Prevention Plan policy and Reporting document, Required under SB553 Labor Code section 6401.9; approved as to form by County Counsel; discussion and possible action.

Background and Discussion:
Workplace Violence Prevention Plan policy and Reporting document, Required under SB553 Labor Code section 6401.9; approved as to form by County Counsel; discussion and possible action.

Action:

New policy required under SB553

Fiscal Impact:

No Fiscal Impact

Attachments:
1. 24-170 violence log FINAL
2. 24-170 SB 553 Workplace violence policy FINAL

Plumas County Department of Risk Management

1446 East Main St. Quincy CA 95971 Phone: (530) 283 – 6315

Workplace Violence Incident Report Form

Print this form, fill out and forward to the Plumas County Risk Management Department within 24 hours.

Section 1: Information about the individual completing this log.

Name:_____

Job Title:_____

Date completed:_____

Phone number:_____

Section 2: Information about the incident.

Date of incident:_____

Time of incident:_____

Location of incident:_____

Was Law Enforcement contacted? ☐ Yes ☐ No If yes, was there a case number?

Case # _____

Section 3: Workplace violence type. (Read through each type before checking the appropriate box.)

☐"Type 1 violence," which means workplace violence committed by a person who has no legitimate business at the worksite, and includes violent acts by anyone who enters the workplace or approaches workers with the intent to commit a crime.

☐"Type 2 violence," which means workplace violence directed at employees by customers, clients, patients, students, inmates, or visitors.

☐"Type 3 violence," which means workplace violence against an employee by a present or former employee, supervisor, or manager.

☐"Type 4 violence," which means workplace violence committed in the workplace by a person who does not work there, but has or is known to have had a personal relationship with an employee.

Section 4: Type of incident: (check all that apply)

☐Physical attack without a weapon: (examples include but are not limited to: pushing, kicking, spitting, biting, choking, grabbing or pushing).

☐Physical attack with a weapon: (examples include but are not limited to: firearms, knives, bats or tools).

☐Threat of physical force, violence or use of weapons or other objects.

☐Sexual assault, battery or threat of sexual assault (examples include but are not limited to; rape, attempted rape or physical display).

☐Animal attack.

☐Other:_____

Were there any injuries? ☐ Yes ☐ No.

Please explain:

_____

_____

_____

Were emergency medical responders other than Law Enforcement contacted, such as a Fire Department or Paramedics? ☐ Yes ☐ No

If yes, please indicate who responded.

_____

_____

Witness information:

Name: _____

Phone number: _____

Statement:_____

_____

_____

_____

_____

Incident:

Describe the incident in detail: (use additional sheets as needed).

Name of person completing log _____

Title of person completing log _____

Signature of person completing log_____

Date_____

Date provided to the Plumas County Risk Management Department:_____

Approved as to form:
Sara James, Attorney
County Counsel's Office

Plumas County Department of Risk Management

1446 East Main St. Quincy CA 95971 Phone: (530) 283 – 6315

WORKPLACE VIOLENCE PREVENTION PLAN
Required under SB 553 Labor Code section 6401.9

Workplace violence is defined as a spectrum of behaviors – including overt acts of violence, threats, and other conduct – that generates a reasonable concern for safety from violence, where a nexus exists between the behavior and the physical safety of employees and others on-site, or off-site when related to the County.

The intent of this policy is to provide Plumas County's position on workplace violence, threats, intimidation and associated factors; and, to provide a systematic approach to the prevention, assessment, investigation and mitigation of these issues.

Plumas County seeks to provide a safe and secure working environment for all Plumas County employees, contractors, visitors and guests, free from any acts or threats of physical violence, harassment, intimidation or other threatening and disruptive behavior. The County will investigate and, when applicable, work to remedy all reports of violent acts and factors associated with workplace violence. All employees, contractors, and visitors shall report all observed, known or suspected workplace violence or indicators of violence to their supervisor, risk management, human resources or through the designated reporting platform.

DEFINITIONS

Emergency – Unanticipated circumstances that can be life threatening or pose a risk of significant injuries to employees or other persons.

Engineering controls – An aspect of the built space or a device that removes a hazard from the workplace or creates a barrier between the employee and the hazard.

Log – The violent incident log required by Labor Code section 6401.9.

Plan – The workplace violence prevention plan required by Labor Code section 6401.9.

Serious injury or illness – Any injury or illness occurring in a place of employment or in connection with any employment that requires inpatient hospitalization for other than medical observation or diagnostic testing, or in which an employee suffers an amputation, the loss of an eye, or any serious degree of permanent disfigurement, but does not include any injury or illness or death caused by an accident on a public street or highway, unless the accident occurred in a construction zone.

Threat of violence – Any verbal or written statement, including, but not limited to, texts, electronic messages, social media messages, or other online posts, or any behavioral or physical conduct, that conveys an intent, or that is reasonably perceived to convey an intent, to cause physical harm or to place someone in fear of physical harm, and that serves no legitimate purpose.

Workplace violence – Any act of violence or threat of violence that occurs in a place of employment.

Workplace violence includes, but is not limited to, the following:

- The threat or use of physical force against an employee that results in, or has a high likelihood of resulting in, injury, psychological trauma, or stress, regardless of whether the employee sustains an injury.

- An incident involving a threat or use of a firearm or other dangerous weapon, including the use of common objects as weapons, regardless of whether the employee sustains an injury.

- The following four workplace violence types:

  Type 1 violence – Workplace violence committed by a person who has no legitimate business at the worksite, and includes violent acts by anyone who enters the workplace or approaches employees with the intent to commit a crime.

  Type 2 violence – Workplace violence directed at employees by customers, clients, patients, students, inmates, or visitors.

  Type 3 violence – Workplace violence against an employee by a present or former employee, supervisor, or manager.

  Type 4 violence – Workplace violence committed in the workplace by a person who does not work there, but has or is known to have had a personal relationship with an employee.

Workplace violence does not include lawful acts of self-defense or defense of others.

Work practice controls – Procedures and rules which are used to effectively reduce workplace violence hazards.

Responsibility

All Department Heads, Managers and Safety Representatives are responsible for implementing and maintaining the provisions of this program for Plumas County. They shall develop a system to communicate with, and answer questions from, their employees about the Workplace Violence Policy and ensure that a copy of the policy is available in every work location. It is the responsibility of all employees to follow the policy and report violations of the policy to management immediately.

County employees are not encouraged to intervene in a violent situation or place themselves in danger and are authorized to use their best judgment when confronted with an immediate threat of harm or risk to safety, health and security, and call 911. When the threat potential is not immediate, the procedures of the Threat Assessment Team will proceed.

Identifying Workplace Violence Hazards

Risk factors are the ecological and personal features in an individual's life that increase the statistical probability of the individual engaging in violent behavior. Risk factors and behavior include but are not limited to:

A. Family History:
   - ✓ Divorce and/or domestic violence
   - ✓ Substance abuse or dependence
   - ✓ Emotional, physical and sexual abuse

B. Mental Health Factors:
   - ✓ Suicidal / Homicidal
   - ✓ Real or perceived loss / grief
   - ✓ Other mental health issues

C. Criminal Background:
   - ✓ Past (non)violent acts / crimes
   - ✓ Police contacts
   - ✓ Probation / Incarceration

D. Social Factors:
   - ✓ Institutionalization
   - ✓ Foster care
   - ✓ Homelessness

E. Environmental / Situational Factors:
   - ✓ Inconsistent implementation of policies and/or other discipline
   - ✓ Real or perceived demeaning and oppressive treatment
   - ✓ Lack of adequate security

F. Precipitating Event:
   - ✓ Victim of bullying, teasing or humiliation
   - ✓ Loss of personal relationship or rejection

- ✓ Personal failure

G. Problems with Current / Past Employment
- ✓ Long or frequent periods of unemployment
- ✓ Numerous occasions of being fired / terminated
- ✓ Serious conflicts with fellow employees or bosses

Many individuals exhibit warnings signs; yet pose no immediate danger to themselves or others. It is important to recognize patterns of behavior or combinations of warning signs that indicate the need for further assessment. Many of these are present in non-violent individuals and there is evidence that some violence prone individuals demonstrate no evidence of any of these signs. However, observations and feedback will be helpful in the investigation and resolution of potential violent incidents upon the review of a threat assessment team. Employees should report their observance or suspicion of violent thoughts or behavior to Risk Management, County Department Heads, supervisors, managers or Human Resources.

A. Verbal Clues:
- ✓ Direct and indirect threats against themselves or others
- ✓ Expresses a wish to kill, a wish to be killed, or a wish to die
- ✓ Threats or bragging about bringing a weapon to work
- ✓ Threatening / harassing phone calls or e-mails
- ✓ Hopeless statements

Behavioral or Physical Clues:
- ✓ Inappropriate weapons possession or use
- ✓ Drawings and other creative outlets with persistent or intense violent themes
- ✓ Identifiable violent tattoos or attire
- ✓ Short-fused, loss of emotional control
- ✓ Deteriorating physical appearance and self-care
- ✓ Isolating and withdrawn
- ✓ Signs or history of substance use / abuse / dependence
- ✓ Signs of depression / severe mood swings

B. Bizarre Thoughts:
- ✓ Persecutory delusions with self as victim
- ✓ Paranoid
- ✓ Grandiose delusions that involve power, control, destruction
- ✓ Significantly deteriorated thought processes

C. Obsessions:
- ✓ Self as victim of an individual
- ✓ Grudges and resentments
- ✓ Object of desire
- ✓ Perceived injustice, humiliation, disrespect
- ✓ Narrow focus – “sees no way out” – tunnel vision
- ✓ Historically violent figures

D. Types of Perpetrators:
- ✓ Criminal Intent – The perpetrator has no legitimate relationship to the County and is usually committing a crime in conjunction with the violence. These crimes can include robbery, shoplifting, trespassing, and terrorism.
- ✓ Customers/Clients/Patients – The perpetrator has a legitimate relationship with the County and becomes violent while being served by the County. This category includes customers, clients, patients, interns, inmates and other groups for which the County provides services.
- ✓ Co-Worker – The perpetrator is an employee or past employee who attacks or threatens another employee(s) or past employee(s) in the workplace.
- ✓ Personal – The perpetrator usually does not have a relationship with the County but has a personal relationship with the intended victim. This category includes victims of domestic violence assaulted or threatened while at work.

How to Report

A. Immediate Threats
- ✓ All immediate threats of violence, whether to employees or the public, must be reported to local law enforcement by calling 9-1-1.

B. Immediate Supervisor
- ✓ Employees shall be encouraged to report workplace violence incident to their immediate supervisor, without fear of retaliation.
- ✓ Retaliation toward employees, vendors and contractors who make good faith reports under this policy is forbidden. However, protection from retaliation does not extend immunity for any complicity in the matters that are the subject of the allegations.
- ✓ In cases where an employee does not feel comfortable reporting to their immediate supervisor, employees should be encouraged to report to any supervisor or department head.
- ✓ It is the responsibility of such supervisor or department head to document and report violations using the “Workplace Violence Incident Report Form.”

C. Workplace Violence Incident Report Form
- ✓ Employees shall be encouraged to report workplace violence using the “Workplace Violence Incident Report Form.”
- ✓ Incident Reports should be forwarded to the Risk Management Department. Contact for the Risk Management Department is, travisgoings@countyofplumas.com, or joshmizrahi@countyofplumas.com,
- ✓ Phone number: (530) 283-6315.

Plumas County Threat Assessment Team (TAT)

Threat assessment is the process of investigating and evaluating the risk of violence posed by someone who has expressed the intent to inflict harm on another. Threat assessment evaluates the context and circumstances of the threat in order to uncover any evidence that the threat may

be carried out. All reports of workplace violence or associated behaviors will be documented, reviewed and if required investigated by an ad hoc Threat Assessment Team. Mitigating and preventative measures will be implemented and assigned based on the findings of the team. The Plumas County Threat Assessment Team shall convene as necessary.

A. The Threat Assessment Team may review a variety of issues, including but not limited to:
   - ✓ Determining what actions to take against employees that threaten the safety of other employees or the public,
   - ✓ Determining what actions to take against the public that threatens employees,
   - ✓ Responding to employee concerns about building security.

B. The Threat Assessment Team may include members of the following departments or groups:
   - ✓ Behavioral/Mental Health professionals
   - ✓ County Administrative Officer
   - ✓ County Counsel
   - ✓ County Risk Management
   - ✓ District Attorney
   - ✓ Human Resources
   - ✓ Sheriff's Department
   - ✓ Threat Assessment professional (internal or external)
   - ✓ Additional members may be consulted as needed on a case-by-case basis

C. Components of the Threat Assessment Team
   1. Identification
      a) Review the completed "Workplace Violence Incident Report Form"
      b) Identify threats made by individual(s)
      c) Interview individual(s) if practical or necessary

   2. Evaluation & Investigation
      d) Evaluate the seriousness of the threat and danger that it poses to others.
      e) Complete: "Threat Assessment Initial Review"

   3. Intervention
      f) Use counseling and other inventions to reduce risk of violence

   4. Follow-up
      g) Review outcomes of intervention strategies and assess the need for additional or ongoing interventions
      h) Post Incident responses including counseling and other EAP Services
      i) Complete: "Threat Assessment Comprehensive Review & Response"

Disciplinary Action

Employees found to be in violation of the policy will be subject to disciplinary action which may include oral reprimand, written reprimand, suspension, or termination of employment. An employee convicted of a violent crime or engaging while on or off-duty in behavior which violates this policy, may be subject to disciplinary action, if, during the crime or behavior, the employee represented himself as a county employee.

Active Shooter

Departments are responsible for working with Risk Management in developing an "Active Shooter Emergency Action Plan." In addition, County employees are responsible for attending Workplace Violence Prevention Training. The training provides guidelines of what to do in an active shooter situation.

A. Run – Evacuate
   - ✓ If there is an accessible escape path, attempt to evacuate the premises.
   - ✓ Have an escape route and plan in mind.
   - ✓ Evacuate regardless of whether others agree to follow.
   - ✓ Leave your belongings behind.
   - ✓ Keep hands free (do not run with cellphone in hand)
   - ✓ Help others evacuate, if possible.
   - ✓ Call 911 when you are safe.
   - ✓ Keep your hands visible and do not run toward police officers.
   - ✓ Follow the instructions of any law enforcement officers.
   - ✓ Do not attempt to move wounded people.

B. Hide – Shelter in Place
   - ✓ If evacuation is not possible, find a place where the active shooter is less likely to find you.
   - ✓ Be out of the active shooter's view.
   - ✓ Find protection if shots are fired in your direction (i.e. an office with a closed and locked door).
   - ✓ Do not trap yourself or restrict your options for movement.
   - ✓ Prevent an active shooter from entering (i.e. lock the door or blockade the door with furniture).
   - ✓ Silence your cell phone and turn off any other sources of noise.
   - ✓ Remain quiet.

C. Fight – Protect Yourself
   - ✓ As a last resort, and only when your life is in imminent danger, attempt to disrupt and/or incapacitate the active shooter.
   - ✓ Throw items and improvise weapons
   - ✓ Yell
   - ✓ Commit to your actions

D. When Police Arrive

- ✓ Put down any items in your hands.
- ✓ Keep hands visible.
- ✓ Follow all instructions.
- ✓ Avoid making quick movements towards officers.
- ✓ Do not stop to ask officers for help or direction when evacuating, proceed in the direction from which officers are entering the premises.

E. Post Incident Response

- ✓ Crisis Counseling
- ✓ Psychological Counseling
- ✓ Debriefing
- ✓ Support Groups
- ✓ Utilize the Employee Assistance Program (EAP)

Training

Risk Management and the Human Resources Department will coordinate training of all managers, supervisors, and employees on Workplace Violence. Training is provided upon hire, and then on an annual basis. Additional training is required when new or previously unrecognized workplace violence hazards are identified, or when there are changes to the plan.

Record Keeping & Review

Risk Management will be responsible for recording and maintaining information on each incident. The effectiveness of the Workplace Violence Prevention Plan will be reviewed annually or when a deficiency is apparent. Any records are retained for 5 years and omit personal identifying information. Employees are entitled to view and copy the log, which shall be made available within 15 calendar days of a request.

Employer Reporting Responsibilities

As required by California Code of Regulations (CCR), Title 8, Section 342(a) Reporting Work-Connected Fatalities and Serious Injuries, the Risk Management Department will immediately report to Cal/OSHA any serious injury or illness (as defined by CCR, Title 8, Section 330(h)), or death (including any due to Workplace Violence) of an employee occurring in a place of employment or in connection with any employment.

Forms required- Workplace Violence Incident Report Form.

Approved as to form:
Sara James, Attorney
County Counsel's Office

PLUMAS COUNTY
FACILITY SERVICES
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Nick Collin, Facilities Director**
MEETING DATE:	**June 4, 2024**
SUBJECT:	**Approve and authorize Facility Services & Airports to recruit and fill 1 seasonal/extra-help position; (No General Fund Impact) position is funded by the Airports budget - 20891-51020.**

Recommendation:
Approve and authorize Facility Services & Airports to recruit and fill 1 seasonal/extra-help position; (No General Fund Impact) position is funded by the Airports budget - 20891-51020.

Background and Discussion:
Chester Airport needs an extra-help airport attendant for the summer and fall months due to the airport being very busy. The extra-help attendant will cover limited airport duties on the Airport Manager's days off. This extra-help position has been approved by the Board in the past.

Action:

Approve and authorize Facility Services & Airports to recruit and fill 1 seasonal/extra-help position; (No General Fund Impact) position is funded by the Airports budget - 20891-51020.

Fiscal Impact:

No General Fund impact. The Airports are a commercial enterprise and are not supported by GF.

Attachments:
1. Airports Extra-Help
2. Critical Staffing Questionaire

Job Title:

Facility Services - Chester Airport (Seasonal/Extra Help)

Description:

Rogers Field Airport, Chester, is seeking seasonal employees for up to 29 hours a week. Employment is temporary and runs through September/October 2024.

DUTIES:

Operation and use of a Jet-A fuel truck (Refresher and/or training may also be provided to the ideal candidate)

Assisting airport users & answering phones

Yard work/Landscaping

Cleaning and maintenance of all county operated airport facilities

Light office work

Must be able to lift 50 lbs

Various other airport related tasks as required.

Employee reports directly to Airport Manager

Employee must provide their own transportation and provide a valid California State Driver's License. A driving record abstract may be required.

Salary:

$16.00

Qualifications:

Strong attention to detail and able to work at times independently without direct supervision.

Problem solving skills and exceptional customer service and people skills.

Tolerance for high volume of requests and inquiries, often last minute, and ability to work under extreme pressure during peak travel cycle and emergency call coverage.

Ability to work on-call, with changing schedules, including evenings, early mornings, weekends and holidays.

Strong professional demeanor to remain cool in challenging and demanding situation.

Flexibility, reliability and dependability extremely important. Punctuality is essential.

Must provide own transportation to and from designated airport.

Good computer skills to include MS Office, Internet and e-mail.

Special Requirements:

COMMITMENT TO WORK ENTIRE SUMMER

QUESTIONS FOR STAFFING CRITICAL POSITIONS WHICH ARE CURRENTLY ALLOCATED.

- Is there a legitimate business, statutory or financial justification to fill the position?
- Yes, the workload for one person is overwhelming during the height of the season and on the airport managers days off we miss fuel sales from the fuel truck for large aircraft that cannot access the self-serve pumps.

- Why is it critical that this position be filled at this time?

- The busy season for the airport will be ramping up starting June 1st and we need time to train a recruit.

- How long has the position been vacant?

- Since September of 2022. The position was flown heading into FY23/24 but no applications were ever received.

- Can the department use other wages until the next budget cycle?

- This position is funded by Other Wages.

- What are staffing levels at other counties for similar departments and/or positions?
- Nevada County Airport has 2 fulltime workers.

- What core function will be impacted without filling the position prior to July 1?

- Missed fuel sales from the fuel truck.

- What negative fiscal impact will the County suffer if the position is not filled prior to July 1?

- Lost revenue from fuel sales.

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

- The Airports are a non-general fund department, but the Airports are not supported by state, local, or federal funding, therefore any budget reduction plan would not have any impact on any other county departments.

- Does the department expect other financial expenditures which will impact the general fund and are not budgeted such as audit exceptions?

- None expected.

- 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 is not funded from the general fund.

- Does the department have a reserve? If yes, provide the activity of the department's reserve account for the last three years?

- The current Airport Fund Balance is $487,684.

PLUMAS COUNTY
PUBLIC WORKS DEPARTMENT
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Rob Thorman, Assistant Director of Public Works**
MEETING DATE:	**June 4, 2024**
SUBJECT:	**CONTINUED PUBLIC HEARING: Adopt an ORDINANCE of the County of Plumas, State of California, first introduced on May 21, 2024, AMENDING ARTICLE 7, CHAPTER 3 OF TITLE 4 OF THE PLUMAS COUNTY CODE; No General Fund Impact. Approved as to form by County Counsel.; discussion and possible action. Roll call vote.**

Recommendation:
The Department of Public Works respectfully requests the Board of Supervisors adopt the Ordinance amending ARTICLE 7, CHAPTER 3 OF TITLE 4 of the Plumas County Code as shown on attachment 1.

Background and Discussion:
On June 1st of 2024 the new procedures for establishing radar enforceable speed zones in California will come into effect. In preparation for the proposed changes, the Public Works Department has begun updating all the Engineering & Traffic Study (ETS) Reports for radar enforceable zones on Plumas County maintained roadway. It was noted during the review that the Article 7 – Speed Zone section of the Plumas County Code is confusing and out of date with regards to current speed zones.

The purpose of the Ordinance is to standardize the language, to remove duplicate speed zones and to remove speed zones for roads that are no longer maintained by Plumas County.

The Board of Supervisors held a properly noticed public hearing on May 21, 2024. Introduced and waived the first reading of the Ordinance, and scheduled adoption of the Ordinance for the June 4, 2024, Board of Supervisors meeting. No substantive comments were received by the public.

Action:

CONTINUED PUBLIC HEARING: Adopt an ORDINANCE of the County of Plumas, State of California, first introduced on May 13, 2024, ADMENDING ARTICLE 7, CHAPTER 3 OF TITLE 4 OF THE PLUMAS COUNTY CODE; No General Fund Impact. Approved as to form by County Counsel.; discussion and possible action. **Roll call vote.**

Fiscal Impact:

No General Fund impact. Road Fund.

Attachments:
1. 24-187 Ordinance - Article 7 Speed Limits 050624 FINAL

Plumas County, California
ORDINANCE NO. 24-_____

AN ORDINANCE ADMENDING ARTICLE 7, CHAPTER 3 OF TITLE 4 OF THE PLUMAS COUNTY CODE [Updating speed zones throughout Plumas County]

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

Section 1. Legislative Intent: The Plumas County Director or Public Works and Road Commissioner has reviewed Article 7, Chapter 3, Title 4 of the Plumas County Code and has determined that the current language is out of date and confusing. It is the intent of this language revision to standardize the description of each speed zone and to remove any obsolete speed zones located on roadways maintained by Plumas County.

Section 2. Amendment of Article 7 – Speed Zones, Chapter 3, Title 4

Article 7, Chapter 3, Title 4 of the Plumas County Code to read as follows:

- **Sec. 4-3.701. - Road markers: Placement.**

  The Road Commissioner is hereby directed to obtain and properly place in the restricted areas the proper road markers to reflect the speed limits in the restricted areas.

- **Sec. 4-3.702. - Fifteen miles per hour.**

  The speed limits on the following streets and parts of streets are hereby declared to be fifteen (15) miles per hour:

  a) County Road QU26 (also known as Alder Street) - beginning at the intersection with County Road QU23 (Boyle Street), thence south 0.16 miles to the intersection with County Road QU04 (High Street);

  b) County Road 506 (also known as Main Street) - beginning at a point 0.05 miles northerly of CR 507 (Johnsville McCrea Road) thence north a distance of 0.51 miles; during the period from December 1 through March 31 of each year;

- **Sec. 4-3.703. - Twenty-five miles per hour.**

The speed limits on the following streets and parts of streets are hereby declared to be twenty-five (25) miles per hour:

a) County Road AL01 (also known as Almanor Street) - beginning at the intersection of County Road 310 (Almanor Drive West), thence southeasterly a distance 0.31 miles to the intersection with County Road 310 (Almanor Drive West);

b) County Road 207 (also known as Arlington Road) - beginning at point 0.25 miles east of County Road 208 (China Grade Road), thence easterly a distance of 0.6 miles;

c) Reserved

d) County Road 112 (also known as Main Street) – Beginning at the intersection with State Route 89, thence northeasterly 0.18 miles to the intersection of County Road GV04 (Bush Street);

e) Reserved

f) County Road 515 (also known as Camp Layman Road) - beginning at the west end of the Feather River Bridge, thence northwesterly 0.35 miles to end of pavement;

g) County Road 310 (also known as Almanor Drive West) - beginning at a point 0.7 miles east of the intersection of State Route 89; thence easterly a distance of 1.6 miles;

h) Reserved

i) County Road 313A (also known as Peninsula Drive) - beginning at the intersection with County Road 303 (A13), thence southwesterly a distance of two (2.0) miles;

j) Reserved;

k) County Road 419 (also known as Golden Eagle Avenue) - beginning at a point 0.23 miles west of State Highway 70 and thence westerly 0.29 miles to the Feather River College upper parking lot;

l) County Road GV19 (also known as Hot Springs Road) – beginning at the intersection with State Highway 89 thence easterly a distance of 0.43 miles to end of pavement;

m) County Road 203 (also known as Greenville Round Valley Road) – beginning at the intersection with CR 202 (Greenville Wolf Creek Road, thence a distance of 0.4 miles to the concrete bridge;

n) County Road 202 (also known as Greenville Wolf Creek Road) - beginning at a point 0.3 miles southeasterly from the intersection of CR 202A (Setzer Camp Road), thence southeasterly a distance of 0.54 miles;

o) County Road 202 (also known as Greenville Wolf Creek Road) – beginning at the intersection with State Highway 89, thence southwesterly and northwesterly a distance of 0.8 miles to the intersection with County Road GV14 (Higbie Avenue);

p) County Road 404 (also known as Chandler Road) – beginning at the intersection with County Road 406 (Quincy Junction Road), thence easterly a distance of 2.9 miles to the intersection with State Route 70/89;

q) County Road 506 (also known as Main Street) – beginning at a point 0.05 miles easterly of the intersection with CR 507 (Johnsville McCrea Road), thence easterly 0.51 miles;

r) County Road 405 (also known as Lee Road) – beginning at the intersection with County Road EQ05 (Pioneer Road), thence easterly a distance of 0.77 miles to the intersection with State Highway 70/89;

s) County Road 511 (also known as La Porte Road) - beginning at a point 0.4 miles northerly of County Road 513 (Port Wine Road), thence southerly 0.7 miles;

t) County Road EQ04 (also known as Mill Creek Road) - beginning at the intersection with State Route 70/89, thence southerly a distance of 0.45 miles;

u) County Road 513 (also known as Port Wine Road) - beginning at the intersection with County Road 511 (La Porte Road), thence westerly on a distance of 0.2 miles;

v) County Road 414 (also known as Bucks Lake Road), beginning at a point 0.4 miles west of Bucks Creek Bridge, thence westerly a distance of 2.0 miles;

w) County Road 211 (also known as Nelson Street) – beginning at the intersection with County Road 207 (Arlington Road), thence northerly a distance of 0.1 miles;

x) County Road 406 (also known as Quincy Junction Road) – beginning at the intersection with State Highway 70/89, thence northerly 800 feet;

- **Sec. 4-3.703.1. - Thirty miles per hour.**

  The speed limits on the following streets and parts of streets are hereby declared to be thirty (30) miles per hour:

  a) County Road 411 (also known as Bucks Lake Rd) – beginning at the intersection with County Road QU05 (Davis Street), thence westerly to a point 200 feet west of County Road BE07 (Bellamy Lane);

  b) All of the Lake Almanor West Subdivision public streets: Lake Almanor West Drive (County Road AW01) beginning 0.34 miles from the intersection of State Highway 89, Osprey Loop (County Road AW06), Marion Trail (County Road AW05), Slim Drive (County Road AW03), Goose Bay Trail (County Road AW11), Kokanee Trail (County Road AW02), Long Iron Drive (County Road AW04), Maidu Drive (County Road AW07), Manzanita Drive (County Road AW08), Raccoon Trail (County Road AW09), and Top of the West Drive (County Road AW10);

  c) County Road 112 (also known as Main Street) – beginning at the intersection with County Road GV04 (Bush Street), thence northeasterly 0.43 miles;

- **Sec. 4-3.704. - Thirty-five miles per hour.**

  The speed limits on the following streets and parts of streets are hereby declared to be thirty-five (35) miles per hour:

  a) County Road 405 (also known as Lee Road) – beginning at the intersection with County Road 406 (Quincy Junction Road), thence southeasterly 1.31 miles to its intersection with County Road EQ05 (Pioneer Road);

  b) County Road 112 (also known as Genesee Road) - beginning at the intersection of County Road 113 (Grizzly Road), thence westerly a distance of 0.5 miles;

  c) County Road 411 (also known as Bucks Lake Road) – beginning at the intersection with County Road 413 (Ranch Road), thence easterly a distance of 0.51 miles to the intersection with County Road 413 (Spanish Ranch Road);

  d) County Road 414 (also known as Bucks Lake Road) – beginning at the intersection with County Road 413 (Ranch Road), thence southerly a distance of 2.1 miles to the intersection with Silver Lake Road;

  e) County Road 112 (also known as Main Street) – beginning at a point 0.61 miles northeasterly of State Route 89, thence northeasterly 0.36 miles to the intersection with County Road 219 (Williams Valley Road);

f) County Road 219 (also known as Williams Valley Road) - beginning at the intersection of County Road 112 (North Valley Road), thence northerly 0.80 miles to the intersection with County Road 220 (Lower Williams Valley Road;

g) County Road 509 (also known as Sloat Road) - beginning at the intersection with County Road 509A (Old Sloat Road), thence northeasterly 0.80 miles to the intersection with State Route 70/89;

h) County Road 506 (also known as Graeagle Johnsville Road) - beginning at the intersection with State Route 89, thence westerly 1.32 miles to a point 0.25 miles west of the intersection with County Road 506B (Mohawk Highway 40A Road);

- **Sec. 4-3.705. - Forty miles per hour.**

The speed limits on the following streets or parts of streets are hereby declared to be forty (40) miles per hour:

a) Reserved

- **Sec. 4-3.705.1. - Forty-five miles per hour.**

The speed limits on the following streets and parts of streets are hereby declared to be forty-five (45) miles per hour:

a) County Road 313 (also known as A13) - beginning at the intersection with State Route 147, thence northwesterly a distance of 0.5 miles;

b) County Road 114 (also known as Portola McLears Rd) - beginning at the Portola City Limits, thence southwesterly a distance of 4.7 miles to the southerly boundary of Gold Mountain Subdivision;

c) Reserved

d) Reserved

e) County Road 112 (also known as Grizzly Road) - beginning at State Route 70 and proceeding northerly 6.46 miles to the intersection with County Road 126 (Lake Davis Road);

f) County Road 215 (also known as Hideaway Road) beginning at a point 0.10 miles west of the intersection with State Route 89 and proceeding westerly 0.95 miles to a point 0.15 miles easterly of the intersection with County Road 203 (Greenville Round Valley Road);

g) County Road 511 (also known as Quincy La Porte Road) - beginning at the intersection with State Route 70/89, thence proceeding southerly a distance of 2.5 miles to the first crossing of Thompson Creek;

h) County Road 406 (also known as Quincy Junction Road) - beginning at a point 816 feet west of the intersection with County Road 424 (Kelsey Lane), thence proceeding northerly a distance of 2.21 miles to the intersection of County Road 404 (Chandler Road);

i) County Road 506 (also known as Graeagle-Johnsville Road) - beginning a point 0.25 miles west of the intersection with County Road 506B (Mohawk Highway 40A Road), thence proceeding westerly 0.40 miles to the intersection with County Road 502 (Poplar Valley Road);

- **Sec. 4-3.705.2. - Fifty miles per hour.**

The speed limit on the following street and parts of streets9 are hereby declared to be fifty (50) miles per hour.

a) Reserved.

- **Sec. 4-3.705.3. - Fifty-five miles per hour.**

The speed limit on the following street and parts of streets are hereby declared to be fifty-five (55) miles per hour.

a) Reserved.

- **Sec. 4-3.705.4. - Sixty miles per hour.**

The speed limit on the following street and parts of streets are hereby declared to be sixty (60) miles per hour.

a) Reserved.

- **Sec. 4-3.705.6. - Sixty-five miles per hour.**

The speed limit on the following street and parts of streets are hereby declared to be sixty-five (65) miles per hour.

a) County Road 109 (also known as Beckwourth Calpine Road) - beginning at the intersection of State Route 70 and then proceeding southerly 8.62 miles to the Plumas County line;

Section 3. Effective and operational dates; Codification;

This ordinance shall be effective and operative 30 days from the date of adoption. Section 2 of the ordinance shall be codified, and the remaining sections shall be uncodified.

The foregoing ordinance was introduced on _____, and adopted on _____, at a regular meeting of the Plumas County Board of Supervisors by the following vote:

AYES:
NOES:
ABSENT:

ATTEST: _____
Chair, Board of Supervisors

_____
Clerk of the Board

Approved as to form:
Craig Settlemire
Counsel

PLUMAS COUNTY
HUMAN RESOURCES DEPARTMENT
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Debra Lucero, County Administrative Officer**
MEETING DATE:	**June 4, 2024**
SUBJECT:	**Approve and authorize Human Resources to recruit and fill, funded and allocated, vacant 1.0 FTE Public Works Director; vacancy due to retirement; (No General Fund Impact) discussion and possible action.**

Recommendation:
Approve and authorize Human Resources to recruit and fill, funded and allocated, vacant 1.0 FTE Public Works Director; vacancy due to retirement; (No General Fund Impact) discussion and possible action.

Background and Discussion:
Due to the recent retirement of Public Works Director, this position needs to be recruited for and filled.

Action:

Approve and authorize Human Resources to recruit and fill, funded and allocated, vacant 1.0 FTE Public Works Director; vacancy due to retirement; (No General Fund Impact) discussion and possible action.

Fiscal Impact:

No General Fund Impact.

Attachments:
1. Director of Public Works_201408291645072890

PLUMAS COUNTY **Last Revised: 01/06**

DIRECTOR OF PUBLIC WORKS

DEFINITION

Under administrative direction, to plan, organize, direct, and manage the County's Public Works Department; to oversee the planning, design, construction, maintenance, and operation of roads and public works facilities; to serve as County Engineer, County Surveyor, and County Road Commissioner; to develop and implement Public Works ordinances and policies; to be responsible for the proper enforcement of pertinent ordinances, rules, and regulations; to perform special assignments as directed; to provide administrative support for the Board of Supervisors and the County Administrative Officer; and to do related work as required.

DISTINGUISHING CHARACTERISTICS

This is a Department Head position with general responsibility for the administration of a multi-division agency under the direction of the Board of Supervisors.

REPORTS TO

Board of Supervisors through the County Administrative Officer.

CLASSIFICATIONS DIRECTLY SUPERVISED

Deputy Director of Public Works, Assistant Director of Public Works, Public Works Fiscal Officer, Engineering Department Senior Engineering Technician, Engineering I and II, Fiscal & Technical Service Assistant I, II, III. Special Districts: Greenhorn Creek CSD, Beckwourth County Service Area, Walker Ranch CSD, and Grizzly Ranch CSD.

DIRECTOR OF PUBLIC WORKS- 2

EXAMPLES OF DUTIES:

- Plans, organizes, directs, coordinates, and administers the functions, programs, and operations of the County's Public Works Department.
- Oversees the operations and functions of Special Districts.
- Oversees the planning, design, construction, and maintenance of Public Works facilities and County roads, including long range Capital Improvement Planning and development of a Capital Improvement Budget.
- Oversees the planning, design, construction, and maintenance of the Airport Capital Improvements.
- Develops and recommends Department goals, objectives and policies.
- Prepares and administers the Department budgets recommended by the County Administrative Officer and approved by the Board of Supervisors.
- Controls fiscal expenditures and revenues.
- Hires, supervises, evaluates, and insures proper training of Department staff in accordance with County Personnel Rules.
- Interprets and ensures department compliance with all County policies and procedures, standards of quality and safety, and applicable local, state and federal laws and regulations.
- Has responsibility for the development and administration of contracts related to Department functions and operations.
- Approves the design of Public Works projects monitors and administers the activities of the Solid Waste Operations Programs including Solid Waste Planning.
- Oversees the development and implementation of solid waste contracts; monitors, administers, and provides engineering expertise for flood control functions.
- Provides engineering expertise and oversight for grading, sewer systems, water systems, and structures.
- Plans the development of water supplies to meet the County's needs.
- Directs and coordinates the work of engineering consultants.
- Coordinates transportation planning for the County.
- Works with, provides expertise, and coordinates the functions of a variety of a boards and commissions.
- Represents the Public Works Department with regional and local boards and commissions and other government agencies.
- Provides engineering expertise for the County Planning Department, LAFCO, and the Board of Supervisors, as needed.
- Has responsibility for the development, submission, and presentation of Department reports.
- Maintains current knowledge of legislation, practices and case decisions regarding Public Works operations and development.
- Maintains contact with the press and community organizations.
- Plans, organizes, coordinates and directs the County Surveyor functions.

- Reviews and exercises responsibility for the certification of survey and subdivision maps maintained as part of official County records.
- Insures that maps are in compliance with applicable State laws and County ordinances.

EXAMPLES OF DUTIES CONTINUED:

- Reviews and recommends revision to ordinances with respect to Public Works Department functions.
- Performs special assignments for the Board of Supervisors.
- Interprets policies and regulations for the public.

TYPICAL PHYSICAL REQUIREMENTS

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

TYPICAL WORKING CONDITIONS

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

DESIRABLE QUALIFICATIONS

Knowledge of:

- Principles, practices, and methods of Civil Engineering as applied to the design, construction, and maintenance of roads and Public Works facilities.
- Pertinent State, Federal, and local laws, regulations, and ordinances related to the functions and operations of the Public Works Department, Special Districts, and County Service Areas.
- Laws, rules, regulations, and legislation affecting County Surveyor operations and functions.
- Principles and practices of land survey work.
- Legal property description methods and practices.
- Proper inspection methods and procedures.
- Research and statistical methods.
- Budget preparation and expenditure control.
- Principles of project planning, coordination, and direction.
- Principles of government administration, personnel management, and employee supervision and training.

Ability to:

- Plan, organize, supervise, and administer the functions of the County Public Works Department.
- Provide management, training, and supervision for Department staff.
- Serve as County Surveyor and County Road Commissioner.
- Perform a wide scope of complex professional engineering work.
- Oversee the gathering and maintenance of information regarding Public Works Department, Special District, and County Service operations and functions.
- Develop and administer the Department budget.
- Operate a computer and appropriate software in the performance of public works administration responsibilities.
- Direct the preparation and prepare clear, concise reports.
- Effectively represent the County Public Works Department with the public, community organizations, boards, commissions, and other government agencies.
- Establish and maintain cooperative working relationships.

Training and Experience: Any combination of training and experience which would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the required knowledge and abilities would be:

Broad and extensive professional engineering experience in planning, development, construction and maintenance of Public Works facilities, including at least three (3) years in a management or supervisory position. Advanced educational training in civil engineering is highly desirable.

Special Requirements:

Possession of a valid Driver's License is required at the time of application. A California driver’s license is required by the time of appointment and must be maintained throughout employment.

Possession of current and valid registration as a Professional Civil Engineer from the State of California.

OR

Possession of current and valid registration as a Professional Civil Engineer from a State within the United States. Must demonstrate the willingness and the ability to acquire licensing as a Professional Civil Engineer from the State of California within one (1) year of employment.

Possession of a current and valid Land Surveyor license from the State of California is Desirable.

PLUMAS COUNTY
BEHAVIORAL HEALTH DEPARTMENT
MEMORANDUM

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

FROM:

MEETING DATE: **June 4, 2024**

SUBJECT: **Behavioral Health**

Recommendation:

.

Background and Discussion:

.

Action:

.

Fiscal Impact:

.

Attachments:
None

PLUMAS COUNTY
BEHAVIORAL HEALTH DEPARTMENT
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Lisa Beck**
MEETING DATE:	**June 4, 2024**
SUBJECT:	**Approve and authorize Behavioral Health to recruit and fill, funded and allocated, vacant 1.0 FTE Behavioral Health Case Manager Specialist I/II/Senior; (No General Fund Impact) a combination of state and federal funds will cover this position.**

Recommendation:
Approve and authorize Behavioral Health to recruit and fill, funded and allocated, vacant 1.0 FTE Behavioral Health Case Manager Specialist I/II/Senior; (No General Fund Impact) a combination of state and federal funds will cover this position.

Background and Discussion:
The Behavioral Health Department is requesting approval to refill the allocated and funded, 1.0 FTE Behavioral Health Case Management Specialist I/II/ Senior position. This position was approved in the 2023-2024 budget.

This position would be filled without the use of any additional General Fund monies.
It would respectfully be recommended that the Board of Supervisors approve the position outlined in this letter.

Action:

Approve and authorize Behavioral Health to recruit and fill, funded and allocated, vacant 1.0 FTE Behavioral Health Case Manager Specialist I/II/Senior; (No General Fund Impact) a combination of state and federal funds will cover this position.

Fiscal Impact:

No General Fund impact. Will be funded with a combination of state and federal funds.

Attachments:
1. BH Case Management Specialist - Senior
2. BH Case Management Specialist I
3. BH Case Management Specialist II
4. CRITICAL STAFFING QUESTIONNAIRE Case Managers 5-24-2024
5. PCBH Org Chart 5-22-2024

BEHAVIORAL HEALTH CASE MANAGEMENT SPECIALIST - SENIOR

DEFINITION

Under direct clinical supervision of a licensed clinical professional, provides case management services to individuals suffering from a mental illness, a comorbid substance use disorder, or children with complex needs and a varied range of problems, with primary responsibilities as an outpatient substance abuse use counselor in various program settings; and performs related duties as required.

DISTINGUISHING CHARACTERISTICS

This is the journey-level of the Behavioral Health Specialist series. It is distinguished from the Behavioral Health Specialist II classification in that incumbents are certified as an alcohol and other drug counselor with one of the State-approved certifying bodies in addition to having advanced work experience in a County Health and Human Services Department and/or education beyond that required of Behavioral Health Specialist II. Incumbents provide direct services to adults, children, individuals, families and groups, including working with the collaborative drug court team and participants. Services include assessments, crisis intervention, counseling, case management, referrals, treatment plan adherence, evaluation, plan development, placement services, assistance in daily living, access to health services, client health and wellness advocacy, and documentation in electronic health records.

REPORTS TO

Supervising Behavioral Health Specialist; Mental Health Clinical Specialist; Behavioral Health Clinical Specialist; Division Director – Behavioral Health.

CLASSIFICATIONS DIRECTLY SUPERVISED

None.

BEHAVIORAL HEALTH CASE MANAGEMENT SPECIALIST- SENIOR – 2

EXAMPLES OF DUTIES

- Participates in treatment team, staff, and professional meetings to discuss client treatment and progress.
- May provide drug and alcohol counseling and crisis intervention services to individuals, families, and groups; manages the more difficult cases as assigned, including dual and multi-diagnosed disorders (i.e. mental illness, HIV, or other acute/chronic medical conditions).
- Conducts group sessions dealing with drug/alcohol education and communication, parenting, life skills, relapse prevention, coping and relaxation skills.
- Provides information and referrals for appropriate services provided through other Health and Human Service Agency departments and other community agencies as needed.
- Provides pre-sentence evaluations and treatment recommendations for criminal justice agencies.
- Interviews clients, families and significant others to evaluate clients' strengths, needs, and resources.
- Conducts assessments to determine the level of social impairment due to physical and mental health problems, self-care potential, support network availability, adequacy of living arrangements, financial status, employment status, and potential training needs.
- Negotiates treatment objectives with the client or his/her legally authorized representative.
- Develops a written, comprehensive, individual service plan (ISP), which specifies the treatment, service activities, and assistance needed to accomplish negotiated objectives.
- Interviews the clients and others at the onset of a crisis to provide support and assistance in problem resolution, and to coordinate or arrange for the provision of other needed services.
- Assesses the adequacy and appropriateness of client living arrangements, and assists in securing alternative living arrangements when needed.
- Assists the client on a regular basis in developing or maintaining the skills needed to achieve the goals of the client's service plan, including the use of psychiatric, medical, and dental services, guidance in money management, and the use of educational, socialization, rehabilitation and other social services.
- Identifies, assesses and mobilizes resources to meet client's needs, including advocating and intervening for the client with social security, welfare and health departments, the justice system, etc.
- Participates in diagnostic and evaluative staff conferences for cooperative planning and treatment; consults with professional staff regarding specific clients.
- Attends appropriate staff and in-service meetings and training sessions.
- Prepares and maintains accurate reports and client case records.
- Provides personal assistance for clients in securing and maintaining housing, food, and clothing.
- Assists clients with the development of independent living skills.
- Performs services/referrals, focusing on finding appropriate alternatives to acute inpatient hospital care.

EXAMPLES OF DUTIES - Continued

- Facilitates social skill development and socialization activities as determined by client needs, interest, and abilities.
- Develops prevocational and vocational service referrals to a variety of employment programs.
- Develops and evaluates therapeutic social and recreational activities for clients.
- Works with community service and other government agencies.
- Participates in planning, development, and evaluation sessions for clients.
- Travels extensively in the performance of services.
- May develop and conduct educational groups.
- Provides client transportation to and from program activities
- Performs a variety of support assignments.
- Participates in Quality Assurance (QA); Quality Improvement (QI); and Utilization Review (UR).
- Compliance with all provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA).
- Compliance with all relevant laws and regulations regarding confidentiality, including CFR 42.
- Exhibits counselor competency.
- Under the supervision of a licensed clinician, participates or assists with the following activities:

    - Substance abuse groups
    - Intakes and Assessments
    - Treatment Planning
    - Chart Updates

TYPICAL PHYSICAL REQUIREMENTS

Sit for extended periods; frequently stand and walk; normal manual dexterity and eye-hand coordination; lift and move objects weighing up to 25 pounds; corrected hearing and vision to normal range; verbal communication; use of office equipment including computers, telephones, calculators, copiers, and FAX.

TYPICAL WORKING CONDITIONS

Work is usually performed in an office environment; some work is performed outside; extensive local travel; some exposure to communicable diseases; continuous contact with staff and the public.

BEHAVIORAL HEALTH CASE MANAGEMENT SPECIALIST- SENIOR – 4

DESIRABLE QUALIFICATIONS

Knowledge of:

- Policies, rules, laws and regulations of the Plumas County Behavioral Health Department, Federal, State and local governments regarding alcohol/drug abuse and treatment.
- Theories and causes of drug and alcohol dependence.
- Psychological and sociological aspects, characteristics, and needs of mentally and emotionally disturbed individuals.
- Client's legal rights.
- Basic knowledge of principles, procedures, techniques, and trends of providing therapeutic and counseling services for behavioral health clients.
- Guidelines, procedures, laws, regulations, and requirements for securing basic support services for clients.
- Social aspects and characteristics of mental and emotional disturbances and substance use disorders.
- Culturally and linguistically appropriate services and how they influence agency practices.
- Scope and availability of community resources and services, including other health and social service agencies.
- Computer and time management skills.

Ability to:

- Analyze drug/alcohol abuse related emotional/behavioral disorders and carry out effective treatment plans.
- Perform group counseling.
- Evaluate the effectiveness of drug/alcohol abuse programs.
- Develop and maintain the confidence and cooperation of substance abuse and mentally and emotionally disturbed clients, their families and other significant care providers.
- Analyze situations accurately, make decisions and take effective action.
- Work with socially or economically disadvantaged individuals.
- Coordinate or perform a variety of behavioral health client facilitation and support services.
- Organize and coordinate activities with minimal supervision.
- Assist with the development and implementation of treatment plans.
- Maintain the confidentiality of client information.
- Communicate effectively, both orally and in writing.
- Prepare clear, relevant and accurate reports.
- Effectively represent the Behavioral Department in contacts with clients and the public.
- Establish and maintain effective working relationships with staff, other agencies, and the public.
- Maintain electronic health records.

BEHAVIORAL HEALTH CASE MANAGEMENT SPECIALIST- SENIOR – 5

TRAINING AND EXPERIENCE

Bachelor's degree in Social Work, Social Sciences, Psychology, Human Development or related field plus two (2) years of experience with providing or coordinating direct patient or client contact work in a mental health, alcohol and drug, medical, or human services setting.

OR

Associate's degree or equivalent coursework in Social Work, Social Sciences, Psychology, Human Development or related field plus four (4) years of experience with providing or coordinating direct patient or client contact work in a mental health, alcohol and drug, medical, or human services setting;

OR

Possession of Six (6) years of experience with providing or coordinating direct patient or client contact work in a mental health, alcohol and drug, medical, or human services setting, at least three (3) of which were at the level of Behavioral Health Specialist II;

OR

Requires possession of a valid California Drug/Alcohol Counselor Certification from an organization accredited by the National Commission for Certifying Agencies (NCAA) to register and certify Alcohol and Other Drug (AOD) Counselors in California.

Must complete periodic continuing education coursework as required to maintain active certification.

SPECIAL REQUIREMENTS

Must possess a valid driver's license at time of application and a valid California Driver's License by the time of appointment. The valid California Driver's License must be maintained throughout employment.

Must possess or be willing to obtain a national provider identifier (NPI).

All County of Plumas employees are designated Disaster Service Workers through state law (California Government Code Section 3100-3109). Employment with Plumas County requires the affirmation of a loyalty oath to this effect. Employees are required to complete all Disaster Service Work related training as assigned, and to return to work as ordered in the event of an emergency.

BEHAVIORAL HEALTH CASE MANAGEMENT SPECIALIST I

DEFINITION

Under direct clinical supervision of a licensed professional, provides case management services to individuals suffering from a mental illness, a comorbid substance use disorder, or children with complex needs and a varied range of problems, in various program settings; and performs related duties as required.

DISTINGUISHING CHARACTERISTICS

This is the entry and training level of the Behavioral Health Case Management Specialist series. It is distinguished from the Community Care Case Manager classification in that incumbents work under supervision of a licensed clinical professional, are responsible for charting and case notes in an electronic health record system. Incumbents also provide a range of services beyond assistance in daily living, basic counseling, and therapeutic activities, such as treatment plan adherence, evaluation, plan development, emergency intervention, placement services, assistance in daily living, access to health services, and client health and wellness advocacy.

REPORTS TO

Behavioral Health Unit Supervisor.

CLASSIFICATIONS DIRECTLY SUPERVISED

None.

BEHAVIORAL HEALTH CASE MANAGEMENT SPECIALIST I – 2

EXAMPLES OF DUTIES

- Interviews clients, families and significant others to evaluate clients' strengths, needs, and resources.
- Conducts assessments to determine the level of social impairment due to physical and mental health problems, self-care potential, support network availability, adequacy of living arrangements, financial status, employment status, and potential training needs.
- Negotiates treatment objectives with the client or his/her legally authorized representative.
- Develops a written, comprehensive, individual service plan (ISP), which specifies the treatment, service activities, and assistance needed to accomplish negotiated objectives.
- Interviews the clients and others at the onset of a crisis to provide support and assistance in problem resolution, and to coordinate or arrange for the provision of other needed services.
- Assesses the adequacy and appropriateness of client living arrangements, and assists in securing alternative living arrangements when needed.
- Assists the client on a regular basis in developing or maintaining the skills needed to achieve the goals of the client's service plan, including the use of psychiatric, medical, and dental services, guidance in money management, and the use of educational, socialization, rehabilitation and other social services.
- Identifies, assesses and mobilizes resources to meet client's needs, including advocating and intervening for the client with social security, welfare and health departments, the justice system, etc.
- Participates in diagnostic and evaluative staff conferences for cooperative planning and treatment; consults with professional staff regarding specific clients.
- Attends appropriate staff and in-service meetings and training sessions.
- Prepares and maintains accurate reports and client case records.
- Provides personal assistance for clients in securing and maintaining housing, food, and clothing.
- Assists clients with the development of independent living skills.
- Performs crisis management services/referrals, focusing on finding appropriate alternatives to acute inpatient hospital care.
- Facilitates social skill development and socialization activities as determined by client needs, interest, and abilities.
- Develops prevocational and vocational service referrals to a variety of employment programs.
- Develops and evaluates therapeutic social and recreational activities for clients.
- Works with community service and other government agencies.
- Participates in planning, development, and evaluation sessions for clients.
- Travels extensively in the performance of services.
- May develop and conduct educational groups.
- Provides client transportation to and from program activities.

BEHAVIORAL HEALTH CASE MANAGEMENT SPECIALIST I – 3

EXAMPLES OF DUTIES - Continued

- Provides client transportation to and from program activities.
- Performs a variety of support assignments.
- Participates in Quality Assurance (QA); Quality Improvement (QI); and Utilization Review (UR).
- Under the supervision of a licensed clinician, participates or assists with the following activities:
    - Intakes and Assessments
    - Treatment Planning
    - Chart Updates

TYPICAL PHYSICAL REQUIREMENTS

Sit for extended periods; frequently stand and walk; normal manual dexterity and eye-hand coordination; lift and move objects weighing up to 25 pounds; corrected hearing and vision to normal range; verbal communication; use of office equipment including computers, telephones, calculators, copiers, and FAX.

TYPICAL WORKING CONDITIONS

Work is usually performed in an office environment; some work is performed outside; extensive local travel; some exposure to communicable diseases; continuous contact with staff and the public.

DESIRABLE QUALIFICATIONS

Knowledge of:

- Basic knowledge of principles, procedures, techniques, and trends of providing therapeutic and counseling services for behavioral health clients.
- Guidelines, procedures, laws, regulations, and requirements for securing basic life services for clients.
- Social aspects and characteristics of mental and emotional disturbances.
- Various activities useful in the treatment and rehabilitation of behavioral health clients.
- Recreational activities.
- Scope and availability of community resources and services, including other health and social service agencies.
- Computer Skills

BEHAVIORAL HEALTH CASE MANAGEMENT SPECIALIST I – 4

Ability to:

- Develop and maintain the confidence and cooperation of mentally and emotionally disturbed health or alcohol and drug clients, their families, and other significant care providers.
- Work with socially or economically disadvantaged individuals.
- Coordinate or perform a variety of behavioral health client facilitation and support services.
- Organize and coordinate activities with minimal supervision.
- Assist with the development and implementation of treatment plans.
- Maintain the confidentiality of client information.
- Prepare clear, relevant and accurate reports.
- Communicate effectively, both orally and in writing.
- Effectively represent the Department in contacts with clients and the public.
- Establish and maintain effective working relationships with staff, other agencies, and the public.
- Maintain electronic health records.

TRAINING AND EXPERIENCE

Qualifications needed for this position:

Two (2) years of experience with providing or coordinating direct patient or client contact work in a mental health, alcohol and drug, medical, or human services setting.

Completion of educational training in Behavioral or Social Sciences is highly desirable. College level coursework is highly preferred.

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.

BEHAVIORAL HEALTH CASE MANAGEMENT SPECIALIST II

DEFINITION

Under direct clinical supervision of a licensed professional, provides case management services to individuals suffering from a mental illness, a comorbid substance use disorder, or children with complex needs and a varied range of problems, in various program settings; and performs related duties as required.

DISTINGUISHING CHARACTERISTICS

This is the mid-level of the Behavioral Health Specialist series. It is distinguished from the Behavioral Health Specialist I classification in that incumbents have advanced work experience in a County Health and Human Services Department and/or education beyond that required of Behavioral Health Specialist I. Incumbents a provide a range of services such as treatment plan adherence, evaluation, plan development, emergency intervention, placement services, assistance in daily living, access to health services, and client health and wellness advocacy.

REPORTS TO

Behavioral Health Unit Supervisor.

CLASSIFICATIONS DIRECTLY SUPERVISED

None.

BEHAVIORAL HEALTH CASE MANAGEMENT SPECIALIST II – 2

EXAMPLES OF DUTIES

- Interviews clients, families and significant others to evaluate clients' strengths, needs, and resources.
- Conducts assessments to determine the level of social impairment due to physical and mental health problems, self-care potential, support network availability, adequacy of living arrangements, financial status, employment status, and potential training needs.
- Negotiates treatment objectives with the client or his/her legally authorized representative.
- Develops a written, comprehensive, individual service plan (ISP), which specifies the treatment, service activities, and assistance needed to accomplish negotiated objectives.
- Interviews the clients and others at the onset of a crisis to provide support and assistance in problem resolution, and to coordinate or arrange for the provision of other needed services.
- Assesses the adequacy and appropriateness of client living arrangements, and assists in securing alternative living arrangements when needed.
- Assists the client on a regular basis in developing or maintaining the skills needed to achieve the goals of the client's service plan, including the use of psychiatric, medical, and dental services, guidance in money management, and the use of educational, socialization, rehabilitation and other social services.
- Identifies, assesses and mobilizes resources to meet client's needs, including advocating and intervening for the client with social security, welfare and health departments, the justice system, etc.
- Participates in diagnostic and evaluative staff conferences for cooperative planning and treatment; consults with professional staff regarding specific clients.
- Attends appropriate staff and in-service meetings and training sessions.
- Prepares and maintains accurate reports and client case records.
- Provides personal assistance for clients in securing and maintaining housing, food, and clothing.
- Assists clients with the development of independent living skills.
- Performs services/referrals, focusing on finding appropriate alternatives to acute inpatient hospital care.
- Facilitates social skill development and socialization activities as determined by client needs, interest, and abilities.
- Develops prevocational and vocational service referrals to a variety of employment programs.
- Develops and evaluates therapeutic social and recreational activities for clients.
- Works with community service and other government agencies.
- Participates in planning, development, and evaluation sessions for clients.
- Travels extensively in the performance of services.
- May develop and conduct educational groups.
- Provides client transportation to and from program activities.

BEHAVIORAL HEALTH CASE MANAGEMENT SPECIALIST II – 3

EXAMPLES OF DUTIES - CONTINUED

- Performs a variety of support assignments.
- Participates in Quality Assurance (QA); Quality Improvement (QI); and Utilization Review (UR).
- Under the supervision of a licensed clinician, participates or assists with the following activities:
    - Intakes and Assessments
    - Treatment Planning
    - Chart Updates

TYPICAL PHYSICAL REQUIREMENTS

Sit for extended periods; frequently stand and walk; normal manual dexterity and eye-hand coordination; lift and move objects weighing up to 25 pounds; corrected hearing and vision to normal range; verbal communication; use of office equipment including computers, telephones, calculators, copiers, and FAX.

TYPICAL WORKING CONDITIONS

Work is usually performed in an office environment; some work is performed outside; extensive local travel; some exposure to communicable diseases; continuous contact with staff and the public.

DESIRABLE QUALIFICATIONS

Knowledge of:

- Principles and techniques of case management interventions.
- Psychological and sociological aspects and characteristics of mentally and emotionally disturbed individuals.
- The needs, problems and attitudes of mentally or emotionally disturbed individuals; community resources and available rehabilitative services relevant to the needs of the client.
- Client's legal rights.
- Basic knowledge of principles, procedures, techniques, and trends of providing therapeutic and counseling services for behavioral health clients.
- Guidelines, procedures, laws, regulations, and requirements for securing basic support services for clients.
- Social aspects and characteristics of mental and emotional disturbances and substance use disorders.

BEHAVIORAL HEALTH CASE MANAGEMENT SPECIALIST II – 4

Knowledge of - continued

- Various activities useful in the treatment and rehabilitation of behavioral health clients.
- Recreational activities.
- Scope and availability of community resources and services, including other health and social service agencies.
- Computer Skills

Ability to:

- Develop and maintain the confidence and cooperation of mentally and emotionally disturbed clients, their families and other significant care providers
- Analyze situations accurately, make decisions and take effective action
- Speak and write in a clear and accurate manner
- Work with socially or economically disadvantaged individuals.
- Coordinates or perform a variety of behavioral health client facilitation and support services.
- Organize and coordinate activities with minimal supervision.
- Assist with the development and implementation of treatment plans.
- Maintain the confidentiality of client information.
- Prepare clear, relevant and accurate reports.
- Communicate effectively, both orally and in writing.
- Effectively represent the Behavioral Department in contacts with clients and the public.
- Establish and maintain effective working relationships with staff, other agencies, and the public.
- Maintain electronic health records.

BEHAVIORAL HEALTH CASE MANAGEMENT SPECIALIST II – 5

TRAINING AND EXPERIENCE

Qualifications needed for this position:

Four (4) years of experience with providing or coordinating direct patient or client contact work in a mental health, alcohol and drug, medical, or human services setting, at least two (2) of which were at the level of Behavioral Health Case Management Specialist I;

OR

Associate's Degree or equivalent coursework in Social Work, Social Sciences, Psychology, Human Development or related field plus two (2) years of experience with providing or coordinating direct patient or client contact work in a mental health, alcohol and drug, medical, or human services setting;

OR

Bachelor's degree in Social Work, Social Sciences, Psychology, Human Development or related field.

SPECIAL REQUIREMENTS

Must possess a valid driver's license at time of application and a valid California Drive'rs 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.

QUESTIONS FOR STAFFING CRITICAL POSITIONS WHICH ARE CURRENTLY ALLOCATED.

- Is there a legitimate business, statutory or financial justification to fill the position? Yes.

- Why is it critical that this position be filled at this time? Without Case Management Specialists, delivery of services to the at-risk population will be severely delayed.

- How long has the position been vacant? This position became vacant January 14, 2022.

- Can the department use other wages until the next budget cycle? The department is currently using other wages; however, due to training requirements and timely delivery of critical services, the Case Management Specialist must be a permanent FTE.

- What are staffing levels at other counties for similar departments and/or positions? The same or greater.

- What core function will be impacted without filling the position prior to July 1? Lack of service provisions as required in the Mental Health department's contract with the State for Medi-Cal as well as Full Service Partnership provisions in MHSA are core functions at risk. Lack of compliance, loss of funds/reimbursements, billing and administration exceptions are all possible negative impacts if the vacancy continues.

- What negative fiscal impact will the County suffer if the position is not filled prior to July 1? The inability to recoup Medi-Cal reimbursements for undelivered services as well as a potential increase in crises.

- 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? There is no fiscal impact on the general fund.

- Does the department have a reserve? If yes, provide the activity of the department's reserve account for the last three years? Yes. Behavioral Health does have a reserve and the balance fluctuates depending on the number of factors including whether the State receives the base amount of collection for each budget year.

Plumas County Behavioral Health Department

Organizational Chart
June 2024

Behavioral Health Director
Sharon Sousa

Management Analyst
Che Shannon

AOD Program Administrator
Gary Sanderson

Administrative Services Officer
Kyle Hardee

Department Fiscal Officer
Lisa Beck

Support Services Technician
Landon Morgenroth-Shields

Support Services Technician
VACANT

Unit Supervisor - Nursing
Eliza Fletcher

BH LVN
Jessica Ayotte

BH LVN
VACANT

BH QA/QI Manager
Jessica McGill

BH Sytems Analyst
Sam Schopplein

BH Sytems Analyst
Avery Pound

Information Systems Technician
Jay Hemphill

Information Systems Technician-Extra Help
Jacob Griggs

BH Case Management Specialist I/II/III
Anne Nielson

Office Supervisor
MaryLou Stokes

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
Rebecca Garrett

BH Site Coordinator
VACANT

Unit Supervisor
Kathy Schwartz

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

BH Case Management Specialist I/II/III
Ray Stivers

BH Case Management Specialist I/II/III
James Burkhalter

BH Case Management Specialist I/II/III
Brittnee Wightman

Unit Supervisor
VACANT

BH Therapist I/II
Kegan Hood

BH Therapist I/II
Juanita LaMattina

BH Therapist I/II
VACANT

BH Therapist I/II
VACANT

BH Therapist I/II
VACANT

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
VACANT

BH Case Management Specialist I/II/III
VACANT

Continuing Care Coordinator
VACANT

FY23/24 Allocated and Funded Positions - 48
Vacant Positions - 12

PLUMAS COUNTY
BEHAVIORAL HEALTH DEPARTMENT
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Che Shannon, Management Analyst II**
MEETING DATE:	**June 4, 2024**
SUBJECT:	**Approve and authorize Plumas County Behavioral Health to pay Wild Hare Signs a non-contract invoice in the amount of $1265.55 for mental health awareness month informational signs; (No General Fund Impact) Mental Health Services Act ,MHSA, state funding; discussion and possible action.**

Recommendation:
Approve and authorize Plumas County Behavioral Health to pay Wild Hare Signs a non-contract invoice in the amount of $1265.55 for mental health awareness month informational signs; (No General Fund Impact) Mental Health Services Act ,MHSA, state funding; discussion and possible action.

Background and Discussion:
Vendor is not interested in entering into a contract for her professional services.

Action:

Approve and authorize Plumas County Behavioral Health to pay Wild Hare Signs a non-contract invoice in the amount of $1265.55 for mental health awareness month informational signs; (No General Fund Impact) Mental Health Services Act ,MHSA, state funding; discussion and possible action.

Fiscal Impact:

No General Fund Impact Mental Health Services Act ,MHSA, state funding

Attachments:
1. 4296_001

Purchase Order

Plumas County Behavioral Health

Date:
P.O. #:
Customer ID:

Circle one:
QUILL
Office De|
OTHER - write in below
~~Amazon~~ Wild Hare Signs

Ship to: **Plumas County Behavioral Health- Courthouse Annex**
270 County Hospital Rd. 109
Quincy, CA 95971

Name: Kristy Pierson ~~Michele Crawford~~ **Supervisor's Signature (REQUIRED TO PROCESS)** **Delivery Date Requested** April 25, 2024

Qty	Item #	Description	Job	Unit Price	Line Total
10		Mental Health Awareness Yard Signs		$18	$180.00
		Mental Health Services Act			
		Function			
		70571 | 521900			
		Dept - Acct			
		Director approved			

Send all correspondence to:

CHE SHANNON
530-283-6307 x 1041
cshannon@pcbh.services

Subtotal	
Sales Tax	
Total	

Authorized by: Date 4/18/2024

Shonn R. Sousa LMFT
Authorized by: Date 04/16/2024

Authorized by: Date

If over $500.00 must be signed by Director , Deputy Director and ASO

18" x 24" yard sign with step stake $18 each x10



3' x 6' banner, hemmed w/ grommets $72 each x4



Check EVERYTHING on the proof! Text, spelling, alignment, material and quantity.
Proofs have to be reduced in quality in order to keep file size low for emailing. Actual print quality will be as clear as we can make it.
There is no limit on the number of proofs, however after proof #5 we reserve the right to charge $35 per additional proof.

INVOICE

Wild Hare Sign Company
2205 E Main St
Quincy, CA 95971

jamie@wildharesigns.com
(530) 283-0332
wildharesigns.com

Plumas County Behavioral Health

Bill to
Plumas County Behavioral Health

Invoice details
Invoice no.: 11790
Invoice date: 05/07/2024

#	Date	Product or service	Description	Qty	Rate	Amount
1.		**Sign**	18" x 24" double sided yard signs MENTAL HEALTH AWARENESS	10	$18.00	$180.00

Ways to pay

Subtotal	$180.00
Sales tax	$13.05
Total	**$193.05**

Note to customer

Thanks so much for your business.

Pay invoice

INVOICE

Wild Hare Sign Company
2205 E Main St
Quincy, CA 95971

jamie@wildharesigns.com
(530) 283-0332
wildharesigns.com

Plumas County Behavioral Health

Bill to
Plumas County Behavioral Health
ordered by Heidi Clements

Invoice details
Invoice no.: 11737
Invoice date: 04/11/2024

#	Date	Product or service	Description	Qty	Rate	Amount
1.		**Flags/Pop ups**	10' x 10' fully printed pop-up canopy w/ carry case	1	$850.00	$850.00
2.		**Table Throw**	printed table cloth for 6ft table	1	$150.00	$150.00

Subtotal	$1,000.00
Sales tax	$72.50
Total	**$1,072.50**

Ways to pay

Note to customer
Thanks so much for your business.

Pay invoice

TOTAL 1265.55

PLUMAS COUNTY
AUDITOR-CONTROLLER
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Martee Nieman, Auditor-Controller**
MEETING DATE:	**June 4, 2024**
SUBJECT:	**Adopt RESOLUTION Establishing Fiscal Year 2024/2025 Appropriation limits under Article XIII B of the California Constitution, and establishing a period for contesting such limits for Plumas County and the Board of Supervisors governed Special Districts; approved as to form by County Counsel; discussion and possible action. Roll call vote**

Recommendation:

Adopt **RESOLUTION** Establishing Fiscal Year 2024/2025 Appropriation limits under Article XIII B of the California Constitution, and establishing a period for contesting such limits for Plumas County and the Board of Supervisors governed Special Districts; approved as to form by County Counsel; discussion and possible action. **Roll call vote**

Background and Discussion:

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

The percentage change in California Per Capita Income was used to compute the Fiscal Year 2024/25 appropriation limits and the applicable statements showing the calculations have been prepared and are attached for review.
https://www.dof.ca.gov/Forecasting/Demographics/Estimates/documents/PriceandPopulation2024.pdf

Action:

Adopt **RESOLUTION** Establishing Fiscal Year 2024/2025 Appropriation limits under Article XIII B of the California Constitution, and establishing a period for contesting such limits for Plumas County and the Board of Supervisors governed Special Districts; approved as to form by County Counsel; discussion and possible action. **Roll call vote**

Fiscal Impact:

(General Fund Impact) to be approved in FY24/25 budget.

Attachments:

1. 3307 Prop 4 (GANN) FINAL
2. 3307 FINAL

Plumas County
Prop 4 Calculations
January 1, 2024 to January 1, 2025

California Department of Finance Per Capita Percentage change over prior year	$\frac{3.62 + 100}{100}$	=	1.0362 *1*
Plumas County Population Percentage Change	$\frac{(0.80) + 100}{100}$	=	0.9920 *2*
Calculation of Factor for FY 2024/25			**1.0279** *1 x 2*

Plumas County

Prop 4 Spending Limit-Revision
FY 2024/25

Growth Factor:

Per Capita Personal Income Change from Prior Year	1.0362
X	
Population Growth from 01/01/23-01/01/24	0.992
Growth Factor FY 2024/25	1.0279

FY 2023/24 Prop 4 Spending Limit	$ 40,599,399
FY 2024/25 Prop 4 Spending Limit	**$ 41,732,122**

Martee Graham
Auditor / Controller

Quincy Lighting

Prop 4 Spending Limit-Revision
FY 2024/25

Growth Factor:

Per Capita Personal Income Change from Prior Year		1.0362
X		
Population Growth from 01/01/23-01/01/24		0.992
Growth Factor FY 2024/25		1.0279
FY 2023/24 Prop 4 Spending Limit	$	152,183
FY 2024/25 Prop 4 Spending Limit	**$**	**156,429**

Martee Graham

Martee Graham
Auditor / Controller

CSA #11

Prop 4 Spending Limit-Revision
FY 2024/25

Growth Factor:

Per Capita Personal Income Change from Prior Year		1.0362
X		
Population Growth from 01/01/23-01/01/24		0.992
Growth Factor FY 2024/25		1.0279
FY 2023/24 Prop 4 Spending Limit	$	82,151
FY 2024/25 Prop 4 Spending Limit	**$**	**84,443**

Martee Graham
Auditor / Controller

Beckwourth CSA

Prop 4 Spending Limit-Revision
FY 2024/25

Growth Factor:

Per Capita Personal Income Change from Prior Year		1.0362
X		
Population Growth from 01/01/23-01/01/24		0.992
Growth Factor FY 2024/25		1.0279
FY 2023/24 Prop 4 Spending Limit	$	23,659
FY 2024/25 Prop 4 Spending Limit	**$**	**24,319**

Martee Graham
Auditor / Controller

DEPARTMENT OF FINANCE
OFFICE OF THE DIRECTOR

Gavin Newsom ▪ Governor
1021 O Street, Suite 3110 ▪ Sacramento CA 95814 ▪ www.dof.ca.gov

April 30, 2024

Dear Fiscal Officer:

Price Factor and Population Information

Appropriations Limit
California Revenue and Taxation Code section 2227 requires the Department of Finance to transmit an estimate of the percentage change in population to local governments. Each local jurisdiction must use their percentage change in population factor for January 1, 2024, in conjunction with a change in the cost of living, or price factor, to calculate their appropriations limit for fiscal year 2024-25. Attachment A provides the change in California's per capita personal income and an example for utilizing the factors to calculate the 2024-25 appropriations limit. Attachment B provides the city and unincorporated county population percentage change. Attachment C provides the population percentage change for counties and their summed incorporated areas. The population percentage change data excludes federal and state institutionalized populations and military populations.

Population Percent Change for Special Districts
Some special districts must establish an annual appropriations limit. California Revenue and Taxation Code section 2228 provides additional information regarding the appropriations limit. Article XIII B, section 9(C) of the California Constitution exempts certain special districts from the appropriations limit calculation mandate. Special districts required by law to calculate their appropriations limit must present the calculation as part of their annual audit. Any questions special districts have on this requirement should be directed to their county, district legal counsel, or the law itself. No state agency reviews the local appropriations limits.

Population Certification
The population certification program applies only to cities and counties. California Revenue and Taxation Code section 11005.6 mandates Finance to automatically certify any population estimate that exceeds the current certified population with the State Controller's Office. **Finance will certify the higher estimate to the State Controller by June 1, 2024**. Please note: The prior year's city population estimates may be revised. The per capita personal income change is based on historical data.

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

/s Richard Gillihan

RICHARD GILLIHAN
Chief Operating Officer

Attachment

Attachment A

A. **Price Factor**: Article XIII B specifies that local jurisdictions select their cost of living factor to compute their appropriation limit by a vote of their governing body. The cost of living factor provided here is per capita personal income. If the percentage change in per capita personal income is selected, the percentage change to be used in setting the fiscal year 2024-25 appropriation limit is:

Per Capita Personal Income

Fiscal Year (FY)	Percentage change over prior year
2024-25	3.62

B. Following is an example using sample population change and the change in California per capita personal income as growth factors in computing a 2024-25 appropriation limit.

2024-25:

Per Capita Cost of Living Change = 3.62 percent
Population Change = 0.17 percent

Per Capita Cost of Living converted to a ratio: $\frac{3.62 + 100}{100} = 1.0362$

Population converted to a ratio: $\frac{0.17 + 100}{100} = 1.0017$

Calculation of factor for FY 2024-25: $1.0362 \times 1.0017 = 1.0379$

Attachment B
Annual Percent Change in Population Minus Exclusions*
January 1, 2023 to January 1, 2024 and Total Population, January 1, 2024

County City	Percent Change 23-24	--- Population Minus Exclusions --- 1-1-23	 1-1-24	Total Population 1-1-24
Plumas				
Portola	-1.14	2,099	2,075	2,075
Unincorporated	-0.76	16,894	16,766	16,766
County Total	-0.80	18,993	18,841	18,841

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

RESOLUTION NO. 24-_____

A RESOLUTION ESTABLISHING FISCAL YEAR 2024/2025 APPROPRIATION LIMITS UNDER ARTICLE XIII B OF THE CALIFORNIA CONSTITUTION, AND ESTABLISHING PERIOD FOR CONTESTING SUCH LIMITS FOR PLUMAS COUNTY AND BOARD OF SUPERVISORS GOVERNED SPECIAL DISTRICTS

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

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

WHEREAS, the Auditor/Controller of Plumas County has computed the appropriations limit for the fiscal year 2024/2025; and has prepared the applicable statements showing the calculation, and such statements are available for public review.

NOW, THEREFORE, BE IT RESOLVED, that the Board of Supervisors, County of Plumas, State of California, selects the percentage change in California Per Capita Income and the percentage change in the population of the contiguous counties methodology for use in calculating its appropriation limit for the fiscal year 2024/2025; and

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

Plumas County	$ 41,732,122
Quincy Lighting	$ 156,429
CSA #11 (Ambulance)	$ 84,443
Beckwourth CSA	$ 24,319

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

The foregoing, Resolution No. 24-_____ was duly passed and adopted by the Board of Supervisors of Plumas County, State of California, at a regular meeting of said Board held on the 4th day of June 2024 by the following vote:

RESOLUTION NO. 24-_____

AYES:

NOES:

ABSENT:

_____
Chair, Board of Supervisors

ATTEST:

_____
Clerk of the Board of Supervisors

Approved as to form:

Joshua Brechtel, Attorney
County Counsel's Office

PLUMAS COUNTY
COUNTY ADMINISTRATOR
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Debra Lucero, County Administrative Officer**
MEETING DATE:	**June 4, 2024**
SUBJECT:	**Adopt RESOLUTION Training/Transition Overlap Policy; (General Fund Impact) as proposed in (FY24/25) budget (2003552 / 51000) approved as to form by County Counsel; discussion and possible action. Roll call vote**

Recommendation:
Adopt this policy to allow County departments to recruit and fill positions before seasoned employees leave and institutional knowledge is gone.

Background and Discussion:
In order to provide for a transition and/or training period between an outgoing employee and an incoming employee, a new employee or a promoted employee may be appointed to a position not more than one hundred and eighty (180) working days prior to the last day worked by the outgoing employee. The time frame could vary depending on the complexity of the position but would not exceed 180 days. The appointing authority must submit to the County Administrative Officer and Human Resources for approval the request that includes the outgoing employee's specific signed resignation/retirement date, their scheduled last date of work, and available cost savings to cover the overlap. Approval will be dependent on job complexity and available budget, and the approval of the Board of Supervisors.

Action:

Adopt **RESOLUTION** Training/Transition Overlap Policy; (General Fund Impact) as proposed in (FY24/25) budget (2003552 / 51000) approved as to form by County Counsel; discussion and possible action. **Roll call vote**

Fiscal Impact:

There will be a fiscal impact to the General Fund if the position is a General Fund position but the exact impact will be unknown. This is why it's important to coordinate with the CAO who is the budget officer.

Attachments:
1. Overlap Resolution

RESOLUTION NO. 24-

A RESOLUTION OF THE PLUMAS COUNTY BOARD OF SUPERVISORS TO CREATE A TRAINING/TRANSITION OVERLAP POLICY

WHEREAS, over the last several years, Plumas County has experienced, and is continuing to experience, the retirement of several long-time employees which has had a detrimental effect on the retention of institutional knowledge; and

WHEREAS, some of the jobs done by these long-term employees are complex and can take a significant amount of time for training and transition to get a new employee familiar with the job requirements; and

WHEREAS, the Board of Supervisors understands that a more substantial transition time will benefit Plumas County in the long term, as more information can be passed on to a successor employee with exposure to the work environment and discussion with the outgoing employee during the course of a normal workday; and

WHEREAS, a Training/Transition Policy would outline the steps to gain approval and budget for an outgoing employee to train an incoming employee before the outgoing employee has left and after the incoming employee has started; and

WHEREAS, the transition period time frame may vary depending on the complexity of the position, but in no event would it exceed 180 days; and

WHEREAS, the appointing authority must submit a request to the County Administrative Officer (CAO) and Human Resources Director for approval of a transition period that includes the outgoing employee's specific signed resignation/retirement date, their scheduled last date of work, and available cost savings to cover the overlap; and

WHEREAS, the appointing authority will then present the approval to the Board of Supervisors for discussion of the relevant factors and possible approval,

NOW, THEREFORE, BE IT RESOLVED,

1. That the County of Plumas recognizes the importance of the Training and Transition of employees and supports a policy to help ensure institutional knowledge is not lost but passed onto the next employee; and

2. Be it further resolved that the County of Plumas adopts the policy, attached hereto as Exhibit A.

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 the Board of Supervisors on _____ by the following vote:

AYES:

NOES:

ABSENT:

Chair, Board of Supervisors

ATTEST:

Clerk of the Board of Supervisors

Approved as to form:

Joshua Brechtel, Attorney
County Counsel's Office

Exhibit A

Plumas County
Training/Transition Policy

In order to allow for increased retention of knowledge and ease of transition, this policy will allow for an employee, either a new hire or a promoted employee, to be appointed to a position that is currently filled by a current employee. The current employee, who has provided a date certain of retirement or resignation that was accepted by their appointing authority, will make every effort in assisting the recent hire and to pass on the institutional knowledge that ensures a smooth transition. This transition period will be dependent on the individual factors of the vacated position, but in no event will the transition period exceed 180 days, and it must be approved by the Board of Supervisors.

The process for requesting a transition period will be as follows:

The Department Head will provide the Human Resource Director (Human Resource Director) and the County Administrative Officer (CAO) with a written request for a transition period for an outgoing employee. This request will include the outgoing employee's specific signed resignation/retirement date, this resignation/retirement must have been accepted by the Appointing Authority, their scheduled last date of work, and available cost savings to cover the overlap. The request will also describe the need for a transition period, such as the longevity of the outgoing worker, or the specialized knowledge the position requires. The request will also provide the length of transition period needed, which may be changed by the CAO in consultation with the HR Director, depending on the circumstances and budgetary constraints.

The CAO will either approve the request, approve the request with modifications, or deny the request. This shall be done as soon as possible to allow sufficient time to recruit and fill the position.

After approval by the CAO, the approval form will be presented to the Board of Supervisors during a regularly scheduled meeting for discussion and possible action.

If a transition period is approved, the Department may immediately make efforts to recruit and fill the position prior to the outgoing employee's departure.

PLUMAS COUNTY
BOARD OF SUPERVISORS
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Allen Hiskey, Clerk of the Board**
MEETING DATE:	**June 4, 2024**
SUBJECT:	**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 July 9, 2024; discussion and possible action.**

Recommendation:

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 July 9, 2024; discussion and possible action.

Background and Discussion:

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 July 9, 2024; discussion and possible action.

Action:

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 July 9, 2024; discussion and possible action.

Fiscal Impact:

No General Fund Impact; review only.

Attachments:

1. Resolution No. 21-8609

RESOLUTION NO. 21-8609

A RESOLUTION RATIFYING THE PLUMAS COUNTY HEALTH OFFICER'S DECLARATION OF LOCAL HEALTH EMERGENCY

BECKWOURTH COMPLEX FIRE, DIXIE FIRE AND FLY FIRE

WHEREAS, Health and Safety Code section 101080 authorizes a local health officer to declare a local health emergency in the jurisdiction, or any part thereof: when the local health officer reasonably determines that there is an imminent and proximate threat of the introduction into the jurisdiction. or any part, thereof of any contagious, infectious, or communicable disease, chemical agent, non-communicable biologic agent, toxin, or radioactive agent; and,

WHEREAS, on July 26, 2021, Plumas County's Health Officer, Mark Satterfield, MD, declared a local health emergency based on an imminent and proximate threat to public health due to hazardous waste in the form of contaminated debris from hazardous waste/materials and structural debris from the Beckwourth Complex Fire, the Dixie Fire and the Fly Fire (which has now merged with the Dixie Fire), such declaration being attached hereto and incorporated herein; and

WHEREAS, under Health and Safety Code section 101080, a local health officer's declaration of a local health emergency must be ratified by the Board of Supervisors within seven (7) days in order to remain in effect; and

WHEREAS, Health and Safety Code section 101080 generally requires the Board of Supervisors to review the need for continuing the local health emergency at least every 30 days until the local health emergency is terminated; and

WHEREAS, Health and Safety Code section 101080 requires local jurisdictions to terminate the emergency at the earliest possible date that conditions warrant termination; and

NOW THEREFORE, BE IT RESOLVED, that the Plumas County Board of Supervisors hereby, and pursuant to Health and Safety Code section 101080, ratifies the declaration of a local health emergency declared by the local health officer on July 23, 2021.

The foregoing resolution was duly passed and adopted by the Board of Supervisors for the County of Plumas, State of California at the special meeting of the Board of Supervisors on July 27, 2021 by the following vote:

AYES: Supervisor (S) Ceresola, Goss, Thrall, Hagwood, and Engel

NOES: None

ABSENT: None



Chair, Board of Supervisors

ATTEST:



Clerk of the Board of Supervisors

DECLARATION NO. 21-

DECLARATION OF A LOCAL HEALTH EMERGENCY IN THE COUNTY OF PLUMAS BY PLUMAS COUNTY HEALTH OFFICER FOR THE BECKWOURTH COMPLEX AND DIXIE AND FLY FIRES

WHEREAS, The Beckwourth Complex is comprised of the Dotta Fire and the Sugar Fire on the Beckwourth Ranger District of the Plumas National Forest. The Dotta Fire is thought to have been ignited by lightning on June 30, 2021 near Dotta Canyon, and on July 2, 2021, the Sugar Fire is thought to have been ignited by lightning west of Sugarloaf Peak; and

WHEREAS, the Plumas National Forest failed to control the fires and on July 4, 2021, the California Incident Management Team 4 (CAIIMT4) took over command and control of the fires and combined them to be called the Beckwourth Complex Fire; and

WHEREAS, Plumas County Proclaimed a Local State of Emergency on July 8, 2021 related to the significant impacts of the Beckwourth Complex Fire; and

WHEREAS, on July 13, 2021 the Plumas County Board of Supervisors confirmed and ratified said Proclamation of Local Emergency by Resolution No. 21-8601; and

WHEREAS, on July 16, 2021, Governor Newsom issued a Proclamation of a State of Emergency due to the Beckwourth Complex Fire because the wildfire had destroyed homes, caused the evacuation of residents, and damaged critical infrastructure; and

WHEREAS, the Dixie Fire started in the Feather River Canyon near the Cresta Powerhouse on July 13, 2021. The cause of the fire is currently unknown and under investigation; and

WHEREAS, the Dixie Fire is over 190,000 with 21% containment and continues to threaten life and property, creating conditions of extreme peril and triggering evacuations of thousands of people; and

WHEREAS, Plumas County Proclaimed a Local State of Emergency on July 16, 2021 related to the significant impacts of the Dixie Fire; and

WHEREAS, on July 20, 2021 the Plumas County Board of Supervisors confirmed and ratified said Proclamation of Local Emergency by Resolution No. 21-8605; and

WHEREAS, the Fly Fire started in the Butterfly Valley area on July 22, 2021. The cause of the Fire is currently unknown and is under investigation; and

WHEREAS, the Fly Fire was 4,300 acres as of July 24, 2021 with 5% containment and has threatened life and property, creating conditions of extreme peril and triggering evacuations of thousands of people. The Fly Fire merged with the Dixie Fire on the night of July 24, 2021; and

WHEREAS, on July 23, 2021 Plumas County Proclaimed a Local State of Emergency related to the significant impacts of the Fly Fire; and

WHEREAS, on July 23, 2021, Governor Newsom issued a Proclamation of a State of Emergency due to the Dixie and Fly Fires because the fires have destroyed homes, caused evacuation of residents, and damaged critical infrastructure; and

WHEREAS, as of July 26, 2021, the Beckwourth Complex Fire has destroyed 16 structures in Plumas County and as a result the wildfire has created an enormous amount of debris; and

WHEREAS, as of July 26, 2021, the Dixie Fire has destroyed 16 structures and 6 other minor structures in Plumas County and as a result the wildfire has created an enormous amount of debris; and

WHEREAS, the debris resulting from the Beckwourth Complex Fire, and the Dixie and Fly Fires contain hazardous material in the ash of burned structures, which has created a health emergency and poses a substantial present and future hazard to human health and safety and the environment unless it is addresses and managed; and

WHEREAS, there is an imminent and proximate threat of exposure to partially respirable-size particulate matter, possible infection or communicable disease exposure to biological agents due to combustion of animal carcasses, possible accumulation of perishable foods and other organic materials that normally require refrigeration but have been left to spoil due to lack of electricity, potential contamination or destruction of residential and commercial drinking water supplies, and potential pollution of nearby surface water; and

WHEREAS, the seasonal thunderstorms and inclement weather could spread the hazardous material in the ash of the burned structure and could thereby pollute and contaminate surface water and the domestic water supplies of the affected areas of Plumas County; and

WHEREAS, California Health and Safety Code section 101075 confers upon the local Health Officer emergency powers necessary to protect public health and safety; and

WHEREAS, California Health and Safety Code section 101080 authorizes the local Health Officer to declare the existence of a local health emergency when this County or any area of the county is affected or likely to be affected by a public health threat while the Board of Supervisors is not in session, subject to ratification by the Board of Supervisors within seven (7) days, and subject to reaffirmation every thirty (30) days thereafter until such local health emergency has ceased; and

WHEREAS, the Health Officer hereby finds that:

(a) The Beckwourth Complex Fire, Dixie Fire and Fly Fire have created certain hazardous waste conditions in Plumas County in the form of contaminated debris from household hazardous waste/materials and structural debris resulting from the destruction of residences and structure; and

(b) The hazardous waste debris poses a substantial present or potential hazard to human health and the environment unless immediately addressed and managed; and

(c) There is an imminent and proximate threat of infections or communicable disease and/or non-communicable agents due to fire related debris; and

(d) The Board of Supervisors of the County of Plumas is not in session and cannot immediately be called into session; and

These threats to public health necessitate the declaration of a local health emergency.

NOW, THEREFORE, IT IS DECLARED that a local health emergency exists in the County of Plumas, due to hazardous waste in the form of contaminated debris from the hazardous waste/material and structural debris from the ongoing Beckwourth Complex Fire, Dixie Fire and Fly Fire; and

NOW, THEREFORE, IT IS FURTHER DECLARED AND ORDERED that during the existence of the local health emergency the power, functions and duties of the Health Officer shall be those prescribed by State law, including the provisions of California Health and Safety Code sections 101040 and 101085; and by ordinances, resolutions and approved plans of the County of Plumas to mitigate the effects of the local emergency.

NOW, THEREFORE, BE IT RESOLOVED the Plumas County Health Officer, Mark Satterfield, M.D. declares:

A local health emergency is declared in Plumas County commencing on or about 2:04 Pm a.m./p.m. of the 26th day of July, 2021.

7/26/21
Date

Mark Satterfield, M.D.
Health Officer
County of Plumas