



BOARD OF SUPERVISORS

Vacant, 1st District
Kevin Goss, Chair 2nd District
Sharon Thrall, Vice Chair 3rd District
Lori Simpson, 4th District
Jeff Engel, 5th District

**AGENDA FOR REGULAR MEETING OF NOVEMBER 5, 2019 TO BE HELD AT 11:00 A.M.
IN THE BOARD OF SUPERVISORS ROOM 308, COURTHOUSE, QUINCY, CALIFORNIA**

www.countyofplumas.com

AGENDA

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

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

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

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

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



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

STANDING ORDERS

11:00 A.M. **CALL TO ORDER/ROLL CALL**

PLEDGE OF ALLEGIANCE

ADDITIONS TO OR DELETIONS FROM THE AGENDA

PUBLIC COMMENT OPPORTUNITY

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

DEPARTMENT HEAD ANNOUNCEMENTS/REPORTS

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

ACTION AGENDA

1. CONSENT AGENDA

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

A) BOARD OF SUPERVISORS

- 1) Approve and authorize the Chair to sign letter to the Department of Transportation (Caltrans) for encroachment permit (Quincy Chamber of Commerce: 30th Annual Quincy Sparkle & Light Parade, Friday, December 6, 2019, Quincy) **View Item**
- 2) Approve and authorize the Chair to sign letter to the Department of Transportation (Caltrans) for encroachment permit (Lake Almanor Chamber of Commerce: 6th Annual Turkey Trot, Thursday, November 28, 2019, Lake Almanor) **View Item**

B) CLERK OF THE BOARD

Approve Board minutes for October 2019

C) SHERIFF

- 1) Approve budget transfer of \$9,600 from Boat Patrol (70350) fixed asset account for Equipment (542600) to Storage Space Rent (524207) to cover costs for winter storage of patrol boats **View Item**
- 2) Approve budget transfer of \$8,000 from Inmate Welfare Fund (22911) Contingency Account (528400) to Support-Care of Persons account (53010) to cover costs of new mattresses for inmates at the Plumas County Jail **View Item**
- 3) Pursuant to Penal Code §4025, receive and file the FY 2018-2019 Inmate Welfare Fund Annual Report, as submitted **View Item**

D) PROBATION

- 1) Approve and authorize the Chair to sign agreement, not to exceed \$18,000, between County of Plumas and Plumas Crisis Intervention and Resource Center for 24/7 Dad Project (AB 109 funding); approved as to form by County Counsel [View Item](#)
- 2) Approve and authorize the Chair to sign agreement, not to exceed \$25,000, between County of Plumas and Alliance for Workforce Development, Inc. for servicing probationers with employment needs (AB 109 funding); approved as to form by County Counsel [View Item](#)
- 3) Approve and authorize the Chair to sign agreement, not to exceed \$45,000, between County of Plumas and Plumas Crisis Intervention and Resource Center for Ohana House services to young adults; approved as to form by County Counsel [View Item](#)
- 4) Approve and authorize the Chair to sign agreement, not to exceed \$50,000, between County of Plumas and Plumas Crisis Intervention and Resource Center for Pathway Homes Project; approved as to form by County Counsel [View Item](#)

E) FACILITY SERVICES

- 1) Approve budget transfer of \$49,118 from Capital Improvements (20120-540110) to Heating Fuel/Oil (20120-527804) to correct FY 2019-2020 budget error; approved by the Auditor/Controller [View Item](#)
- 2) Approve and authorize the Chair to sign three-year lease, not to exceed \$10,800 (\$300 per month), between County of Plumas and Plumas Rural Services for use of Orchard House; approved as to form by County Counsel [View Item](#)
- 3) Approve and authorize the Chair to sign contract, not to exceed \$12,000, between County of Plumas and Top Mop Janitorial for services at the Portola Library and Portola Sheriff Substation; approved as to form by County Counsel [View Item](#)
- 4) Approve and authorize the Chair to sign consolidated contract, not to exceed \$41,123, between County of Plumas and KJ's Cleaning Service for janitorial services and facility rental management services at County's Chester and Greenville facilities; approved as to form by County Counsel [View Item](#)

F) LIBRARY

Declare unused card catalogs as surplus, and authorize Public Works to include in the next Public Works auction [View Item](#)

G) AGRICULTURE/WEIGHTS & MEASURES

Declare 1998 Ford Ranger as surplus and authorize Public Works to include in the next Public Works auction [View Item](#)

H) AUDITOR/CONTROLLER

- 1) Authorize Anthony Gonzalez, temporary employee, to work more than 29 hours per week in the Auditor/Controller's department [View Item](#)
- 2) Authorize Auditor/Controller to make year-end budget adjustments to true-up budgets for Fiscal Year End 2018/19 [View Item](#)
- 3) Approve transfer of 2005 Jeep Grand Cherokee from Auditor's Department to County Administrator/Risk Manager [View Item](#)

I) PUBLIC HEALTH AGENCY

Adopt **RESOLUTION** to accept Grant Agreement Number 19-10638 from the California Department of Public Health, Office of Viral Hepatitis to implement the HCV People Who Inject Drugs (PWID)-Oriented Resources, Testing, and Linkage (HCV PORTAL) project, and authorize the Director of Public Health to sign as the Board designee [View Item](#)

J) BEHAVIORAL HEALTH

- 1) Approve and authorize the Chair to sign agreement, not to exceed \$39,397, between County of Plumas and National Commission on Correctional Health Care Resources, Inc. to provide training and drafting of policies and procedures for Medicated Assisted Treatment in the county jail; approved as to form by County Counsel **View Item**
- 2) Approve and authorize the Chair to sign agreement, not to exceed \$636,000 between County of Plumas and Environmental Alternatives to provide specialty mental health services, transitional housing, client supportive services and intensive case management; approved as to form by County Counsel **View Item**
- 3) Authorize payment of \$1,650, without a contract, to Dr. Ryan R. Courdy MD for psychiatric fees **View Item**

2. DEPARTMENTAL MATTERS

A) BEHAVIORAL HEALTH – Tony Hobson

PUBLIC HEARING: Adopt **RESOLUTION** amending portions of the Master Fee Schedule to amend existing Behavioral Health Services Patient/Client Fee Schedule. **Roll call vote View Item**

B) PUBLIC WORKS – Robert Perreault

Transportation Commission: Adopt **RESOLUTION** Adopting the Plumas County Active Transportation Program 2018 Pedestrian/Bicycle Plan. **Roll call vote View Item**

3. BOARD OF SUPERVISORS

A. **PUBLIC HEARING:** Confirm allocation of 2018 Secure Rural Schools and Community Self-Determination Act of 2000 (SRS) – Title III (\$77,698 OES Radio Tower and Vault Project; \$50,000 Sheriff Search & Rescue; \$65,000 Plumas County Wildfire Prevention); discussion and possible action **View Item**

B. Ratify letter to the California Department of Water Resources in support of Sierra Valley Groundwater Management District application for Sustainable Groundwater Management (SGM) Grant, Round 3 SGM Planning; discussion and possible action **View Item**

C. Correspondence

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

E. Appointments

CALIFORNIA STATE ASSOCIATION OF COUNTIES (CSAC)

Select a Director and Alternate for the CSAC Board of Directors for the 2019-2020 Association year beginning December 3, 2019 **View Item**

REPRESENTING CALIFORNIA'S RURAL COUNTIES (RCRC)

Select a 2020 Delegate and Alternate for the RCRC Board of Directors **View Item**

GOLDEN STATE FINANCE AUTHORITY

Select a 2020 Delegate and Alternate for the Golden State Finance Authority

View Item

1:00 P.M. **AFTERNOON SESSION**

4. **PLANNING** – Tracey Ferguson

- A. **PUBLIC HEARING:** Introduce and waive first reading of an **ORDINANCE**, Amending Plumas County Code, Title 9 (Planning and Zoning) to Establish Standards for Personal Cultivation of Cannabis. **Roll call vote** **View Item**
- B. Adopt **ORDINANCE**, first introduced on October 15, 2019, amending Plumas County Code, Article 4 of Chapter 2 of Title 9 (Planning and Zoning) Section 9-2.407 (Fences). **Roll call vote** **View Item**
- C. Adopt **ORDINANCE**, first introduced on October 15, 2019, amending Title 9 (Planning and Zoning) by Adding Article 42, “Water Efficient Landscape” to Chapter 2 of Title 9 of the Plumas County Code by adopting the State’s Water Efficient Landscape Ordinance. **Roll call vote**

5. **CLOSED SESSION**

ANNOUNCE ITEMS TO BE DISCUSSED IN CLOSED SESSION

- A. Personnel: Public employee performance evaluation – Chief Probation Officer (Board only)
- B. Conference with Legal Counsel: Claim Against the County filed by Mike Meyer on September 23, 2019 **View Item**
- C. Conference with Legal Counsel: Existing litigation pursuant to Subdivision (d) (1) of Government Code §54956.9 (Workers Compensation Case No. TIBV-600185)
- D. Conference with Legal Counsel: Existing litigation – Tiffany Wagner, Plaintiff, v. County of Plumas, et al., Defendants, United States District Court, Eastern District of California, Case No. 2:18-cv-03105-KMJ-DMC
- E. Conference with real property negotiator, Gabriel Hydrick, County Administrator regarding county facilities: Sierra House, 529 Bell Lane, Quincy, APN 117-021-000-000
- F. Conference with Legal Counsel: Existing litigation – County of Plumas, et al v. AmerisourceBergen Drug Corp., et al., United State District Court, Eastern District of California, Case No. 2:18-at-669, consolidated into In Re: National Prescription Opiate Litigation, United State District Court for the Northern District of Ohio, Eastern Division, Case No. 1:17-MD-2804, pursuant to Subdivision (d)(1) of Government Code Section 54956.9
- G. Conference with Legal Counsel: Pending litigation – USA Waste of California, Inc. dba Feather River Disposal, a California corporation v. County of Plumas, Superior Court of California, County of Plumas, Case No. CV19-00064 – pursuant to Subdivision (c) of Government Code Section 54956.9
- H. Conference with Legal Counsel: Initiating litigation pursuant to Subdivision (c) of Government Code Section 54956.9 (one case)
- I. Conference with Legal Counsel: Significant exposure to litigation pursuant to Subdivision (d)(2) of Government Code Section 54956.9
- J. 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)

ADJOURNMENT

Adjourn meeting to Tuesday, November 12, 2019, Board of Supervisors Room 308, Courthouse, Quincy, California.

BOARD OF SUPERVISORS

VACANT, DISTRICT 1
KEVIN GOSS, DISTRICT 2
SHARON THRALL, DISTRICT 3
LORI SIMPSON, DISTRICT 4
JEFF ENGEL, DISTRICT 5



November 5, 2019

Department of Transportation (Caltrans)
Attn: Permits Engineer
1000 Center Street
Redding, CA 96001

Attention: Permits Engineer

Subject: Encroachment Permit Request

QUINCY CHAMBER OF COMMERCE

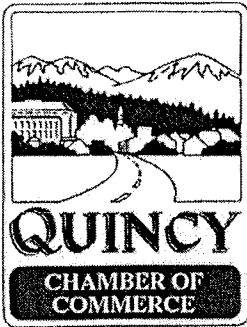
30TH Annual Quincy Sparkle & Light Parade, Friday, December 6, 2019,
Quincy, CA

This letter acknowledges that the 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,

Kevin Goss, Chair

Cc: Plumas County Director of Public Works



Heart of the Feather River Country

PO BOX 215 • QUINCY, CALIFORNIA 95971
(530) 394-0541
info@quincychamber.com www.quincychamber.com

October 16, 2019

Plumas County Board of Supervisors
520 Main Street
Quincy, CA. 95971

RE: 30th Annual Quincy Sparkle & Light Parade
Friday, December 6, 2019 5:00 p.m. – 9:00 p.m.

Honorable Plumas County Supervisors,

At the request of the California Department of Transportation and Plumas County Public Works, we are requesting your permission for the 30th Annual Quincy Sparkle and Light Parade on Friday, December 6, 2019 from 5:00 p.m. to 9:00 p.m.

The Light Parade is scheduled to begin staging at 6:00 pm in the Plumas Motor Supply parking lot. At 6:30 the Light Parade will travel west on Lawrence Street, turn left at Crescent Street, then travel east on Main Street. The parade will then turn right on South Lindan Avenue, left on Central Avenue, left on Claremont, and left on Highway 70 to repeat the route once more.

We are again requesting to have Court Street closed during Sparkle this year. At this time we are unsure if we will have the Reindog Parade again this year; however, Sierra Charters will be running two routes and bringing people in for Sparkle. We would like them to be able to safely stop and drop off/pickup people on Court Street.

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

Sincerely,

Cheryl Kolb
Director

1A2



BOARD OF SUPERVISORS

VACANT, DISTRICT 1
KEVIN GOSS, DISTRICT 2
SHARON THRALL, DISTRICT 3
LORI SIMPSON, DISTRICT 4
JEFF ENGEL, DISTRICT 5

November 5, 2019

Department of Transportation (Caltrans)
Attn: Permits Engineer
1000 Center Street
Redding, CA 96001

Attention: Permits Engineer

Subject: Encroachment Permit Request

LAKE ALMANOR CHAMBER OF COMMERCE

6TH Annual Turkey Trot, Thursday, November 28, 2019, Lake Almanor

This letter acknowledges that the 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,

Kevin Goss, Chair

Cc: Plumas County Director of Public Works



LAKE ALMANOR AREA CHAMBER OF COMMERCE

WORKING TOGETHER FOR SUCCESS

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

RE: 6th Annual Lake Almanor Turkey Trot

Dear Supervisors,

The Lake Almanor Chamber of Commerce is gearing up for the 6th annual Turkey Trot to be held on Thanksgiving morning. This event begins and ends in the Bailey Creek Golf Course area in Lake Almanor.

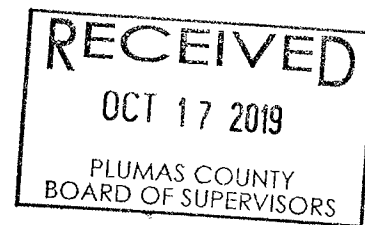
This event will operon on the county road; no road closures are required ad there is no expected disruption to traffic.

We are preparing the Plumas County Encroachment Permit and request that you grant us the required approval and letter of support for this application process. The attached map shows the roadways that will be utilized for this event

We thank you in advance for your continued support of this fun and safe holiday community event.

Sincerely,

Shannon Medici-Brinkman
Treasurer
Lake Almanor Chamber of Commerce

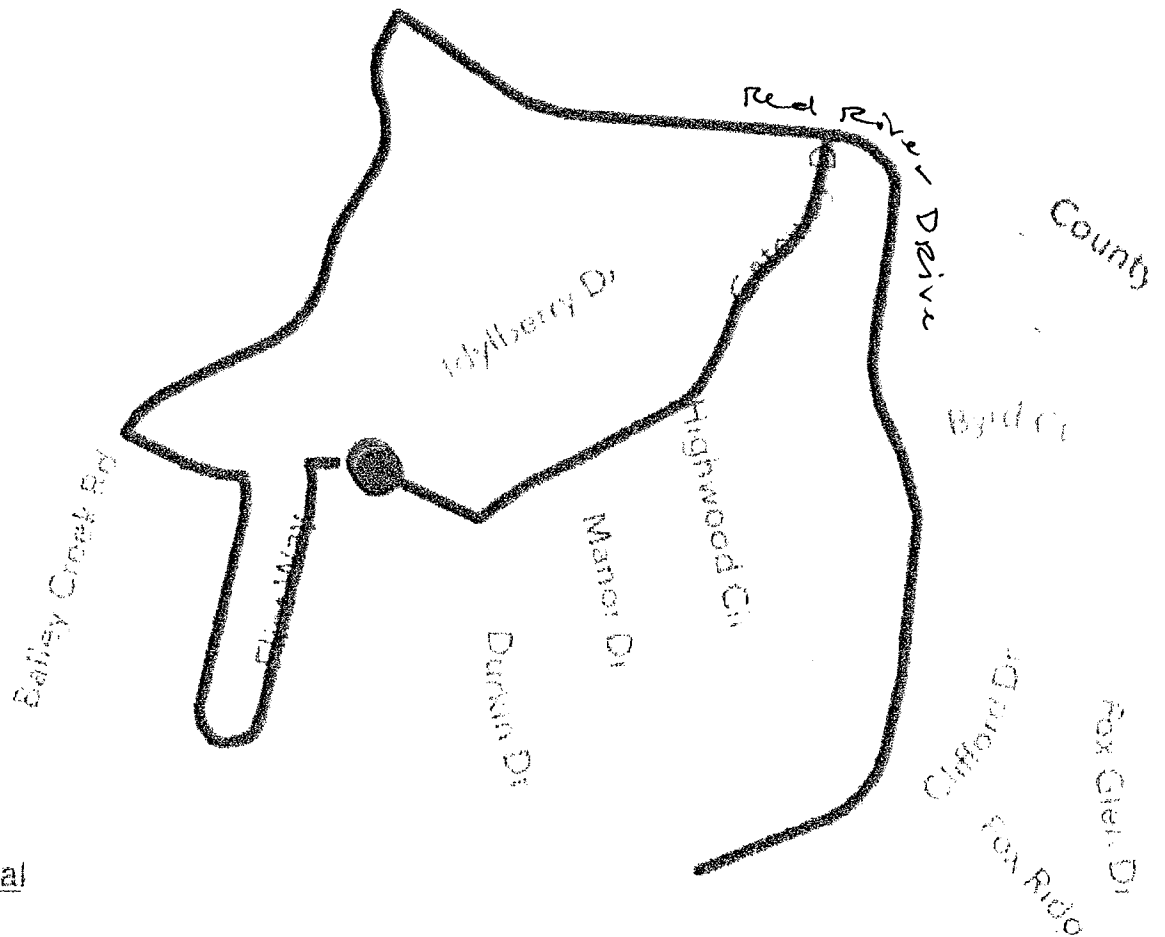


328 #6 Main Street • P.O. Box 1198 • Chester, CA 96020
530-258-2426

www.lakealmanorarea.com • info@lakealmanorarea.com

Turkey Trot 5K

3.10 mi Run, Race/Event



Legal

ELEVATION

4842 ft

4810

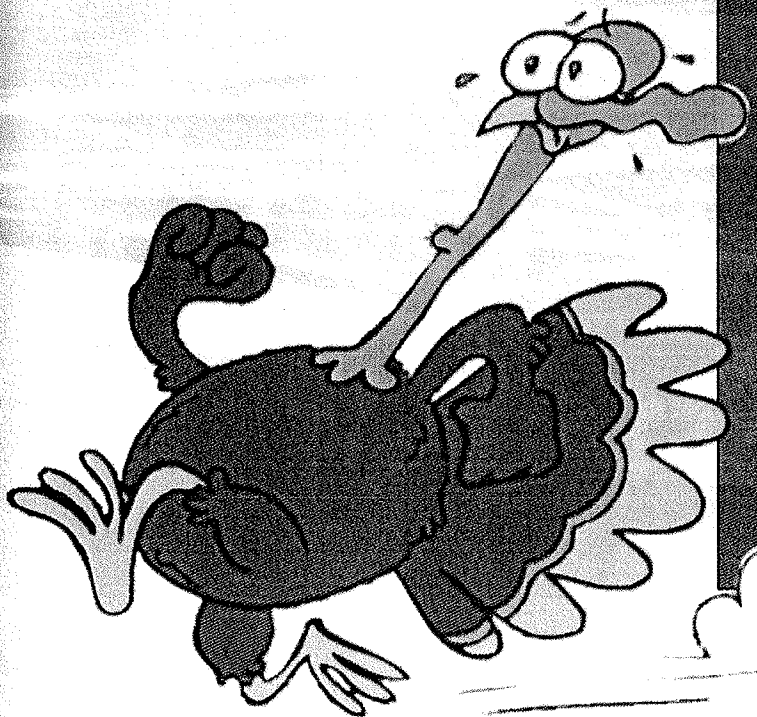
4779

4748

4716

THURSDAY, NOV 28

**AT BAILEY CREEK
GOLF COURSE**



5K

Turkey Trot

START AT 9AM

\$20

REGISTER
BEFORE OCT 30

\$25

NOVEMBER
REGISTRATION

\$25

REGISTER FOR
THE VIRTUAL RUN

CHILDREN UNDER 11 FREE.

**REGISTER ONLINE AT
LAKEALMANORAREA.COM
530-258-2426**



GREGORY J. HAGWOOD
SHERIFF/CORONER
DIRECTOR

Office of the Sheriff

Office of Emergency Services


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

101

Memorandum

DATE: October 21, 2019

TO: Honorable Board of Supervisors

FROM: Sheriff Greg Hagwood 

RE: Agenda Item for the meeting of November 5, 2019

Recommended Action:

- 1) Approve and authorize a budget transfer in the amount of \$9,600.00 from the Boat Patrol (dept 70350) fixed asset account for Equipment (542600) to service & supply account for Storage Space Rent (524207) to cover cost for winter storage of patrol boats.

Background and Discussion:

In previous years, the Sheriff's Office stored the patrol boats for the winter in the armory at no cost. The armory is no longer available for use by the Sheriff's Office, therefore; the boats must be stored elsewhere. Almanor Dry Dock has space to store all eight patrol boats with trailers at a negotiated cost of \$200.00 per month for each boat for a total cost of \$1,600.00 per month.

The cost for winter boat storage was not anticipated at the time the budget was prepared so a transfer is now needed to cover the storage costs for the period of November 2019 thru April 2020. The equipment purchase that was originally postponed will be adjusted and or postponed until a later date.

COUNTY OF PLUMAS
REQUEST FOR BUDGET APPROPRIATION TRANSFER
OR SUPPLEMENTAL BUDGET

TRANSFER NUMBER

(Auditor's Use Only)

Department: BOAT PATROL

Dept. No: 70350

Date 10/21/2019

The reason for this request is (check one):

- A. ☐ Transfer to/from Contingencies OR between Departments
 B. ☐ Supplemental Budgets (including budget reductions)
 C. ☒ Transfers to/from or new Fixed Asset, within a 51XXX
 D. ☐ Transfer within Department, except fixed assets
 E. ☐ Establish any new account except fixed assets

Approval Required

Board
 Board
 Board
 Auditor
 Auditor

☒ **TRANSFER FROM OR**

☐ **SUPPLEMENTAL REVENUE ACCOUNTS**

(CHECK "TRANSFER FROM" IF TRANSFER WITHIN EXISTING BUDGET, CHECK "SUPPLEMENTAL REVENUE" IF SUPPLEMENTAL, NEW UNBUDGETED REVENUE)

Fund #	Dept #	Acct #	Account Name	\$ Amount
0017G	70350	542600	EQUIPMENT	9,600.00
Total (must equal transfer to total)				9,600.00

☒ **TRANSFER TO OR**

☐ **SUPPLEMENTAL EXPENDITURE ACCOUNTS**

(CHECK "TRANSFER TO" IF TRANSFER WITHIN EXISTING BUDGET, CHECK "SUPPLEMENTAL EXPENDITURE" IF SUPPLEMENTAL, NEW UNBUDGETED EXPENSE)

Fund #	Dept #	Acct #	Account Name	\$ Amount
0017G	70350	524207	STORAGE SPACE RENT	9,600.00
Total (must equal transfer to total)				9,600.00

Supplemental budget requests require Auditor/Controller's signature

Please provide copy of grant award, terms of award, proof of receipt of additional revenue, and/or backup to support this request.

In the space below, state (a) reason for request, (b) reason why there are sufficient balances in affected accounts to finance transfer, (c) why transfer cannot be delayed until next budget year (attach memo if more space is needed) or (d) reason for the receipt of more or less revenue than budgeted.

A) TRANSFER TO COVER THE COST TO STORE EIGHT (8) PATROL BOATS FROM NOV 2019 - APRIL 2020

B) EQUIPMENT PURCHASE CAN BE POSTPONED - WINTER STORAGE CANNOT

C) EXPENSES TO BE INCURRED THIS FISCAL YEAR

D) N/A

Approved by Department Signing Authority:

Ron Jowery

 Approved/ Recommended

 Disapproved/ Not recommended

Auditor/Controller Signature: _____

Board Approval Date: _____

Agenda Item No. _____

Clerk of the Board Signature: _____

Date Entered by Auditor/Controller: _____

Initials _____

INSTRUCTIONS:

Original and 1 copy of ALL budget transfers go to Auditor/Controller. If supplemental request they must go to the Auditor/Controller. Original will be kept by Auditor, copies returned to Department after it is entered into the system.

Supplemental transfer must have Auditor/Controllers signature. Auditor/Controller will forward all signed, supplemental transfers to the Board for approval.

If one copy of agenda request and 13 copies of Board memo and backup are attached, the entire packet will be forwarded, after all signatures are obtained, to the Clerk of the Board. If only the budget form is sent, it will be returned to the Department after all signatures are obtained.

Transfers that are going to be submitted to the Board for approval:

- A. Must be signed by the Auditor/Controller; if supplemental must be signed by the Auditor/Controller.



GREGORY J. HAGWOOD
SHERIFF/CORONER
DIRECTOR


Office of the Sheriff

Office of Emergency Services

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

102

Memorandum

DATE: October 21, 2019
TO: Honorable Board of Supervisors
FROM: Sheriff Greg Hagwood 
RE: Agenda Item for the meeting of November 5, 2019

Recommended Action:

Approve and authorize a budget transfer in the amount of \$8,000.00 from Inmate Welfare Fund (dept 22911) contingency account (528400) to Support – Care of Persons account (53010).

Background and Discussion:

The FY 19/20 Administrative and Budgetary Controls require transfers to/from a contingency account or to/from a fixed asset account to be approved by the Board of Supervisors.

The Inmate Welfare Fund budget is designated to be used for expenses relating to providing for jail inmates. The funds budgeted in the contingency account are available for transfer to cover the cost of new mattresses for the inmates.

TRANSFER NUMBER
(Auditor's Use Only)

Date 10/21/2019

Board
Board
Board
Auditor
Auditor

Please provide copy of grant award, terms of award, proof of receipt of additional revenue, and/or backup to support this request.

In the space below, state (a) reason for request, (b) reason why there are sufficient balances in affected accounts to finance transfer, (c) why transfer cannot be delayed until next budget year (attach memo if more space is needed) or (d) reason for the receipt of more or less revenue than budgeted.

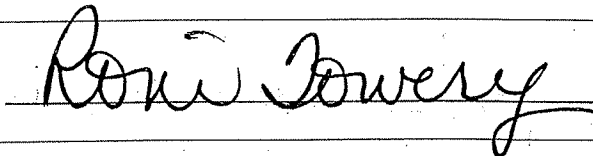
A) UNANTICIPATED EXPENSE OF REPLACING INMATE MATTRESSES

B) FUNDS ARE AVAILABLE IN CONTINGENCY ACCOUNT

C) EXPENSES TO BE INCURRED THIS FISCAL YEAR

D) N/A

Approved by Department Signing Authority:



☐ Approved/ Recommended

☐ Disapproved/ Not recommended

Auditor/Controller Signature: _____

Board Approval Date: _____

Agenda Item No. _____

Clerk of the Board Signature: _____

Date Entered by Auditor/Controller: _____

Initials _____

INSTRUCTIONS:

Original and 1 copy of ALL budget transfers go to Auditor/Controller. If supplemental request they must go to the Auditor/Controller. Original will be kept by Auditor, copies returned to Department after it is entered into the system.

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- A. Must be signed by the Auditor/Controller; if supplemental must be signed by the Auditor/Controller.



GREGORY J. HAGWOOD
SHERIFF/CORONER
DIRECTOR

Office of the Sheriff

Office of Emergency Services


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

1C3

Memorandum

DATE: October 23, 2019

TO: Honorable Board of Supervisors

FROM: Sheriff Greg Hagwood 

RE: Agenda Item for the meeting of November 5, 2019

Recommended Action:

Review the Inmate Welfare Fund (IWF) Annual Report Summary pursuant to Penal Code Section 4025 for fiscal year 2018-2019.

Background and Discussion:

The Sheriff's Office is responsible for managing the IWF Program. The Sheriff is officially responsible for the oversight of this fund. Programs qualifying as inmate programs are those that provide direct benefit to the inmates as deemed appropriate by the Sheriff. The costs associated with providing these programs are funded by the IWF. Penal Code Section 4025 requires the annual report to be presented to the Board of Supervisors each year.

This is an informational item only as required by law.

**INMATE WELFARE FUND
EXPENDITURE REPORT
JULY 1, 2018 - JUNE 30, 2019**

<u>Account</u>	<u>Total Exp</u>	<u>Description</u>
PHONES	\$ 158.56	Inmate Phone
MAINT BLDG & GROUNDS		
	\$ 2,998.34	Dishwasher Sanitizer
	\$ 1,000.00	Inmate Yard repair
	\$ 1,172.89	Washer/Dryer Repairs
Total	\$ 5,171.23	
MISC EXPENSES		
	\$ 296.00	Bus Tokens
	\$ 70.95	Inmate Program Supplies
	\$ 26.88	Pencils/Erasers
Total	\$ 393.83	
PROFESSIONAL SERVICES		
	\$ 2,240.00	Inmate Haircuts
	\$ 228.99	Inmate Eyeglasses
Total	\$ 2,468.99	
REF MANUAL/LAW, CODE BOOKS	\$ 1,932.81	Inmate Law Library
SUBSCRIPTIONS		Magazines/Newspaper
COMMISSARY EXPENSES	\$ 26,627.26	Inmate Commissary
CABLE RADIO/TV	\$ 914.74	Inmate Cable/TV Service
KITCHEN EQUIPMENT	\$ 80.89	Kitchen Safety Supplies
COMPUTER HARDWARE	\$ 334.93	Inmate Medical Computer
SUPPORT - CARE OF PERSONS	\$ 3,625.59	Indigent Inmate Care
COST ALLOCATION PLAN	\$ 4,462.00	County Cost Allocation Charges - Offset by Revenue from Sheriff's AB443 budget
	<u>\$46,170.83</u>	

**Plumas County Sheriff Inmate Welfare Fund
Annual Report Summary**

**Statement of Revenues, Expenditures and and changes in Fund Balance
Fiscal Year ending June 30, 2019**

Fund: 0017I

Dept: 22911

Fund Balance as of July 1, 2018	\$	39,755.52
FY 18/19 Revenues	\$	60,729.59
FY 18/19 Expenditures	\$	46,170.83
Fund Balance as of June 30, 2017	\$	<u>54,314.28</u>



Erin Metcalf
Chief Probation Officer

County of Plumas

Department of Probation

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



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

101,2

DATE: October 15, 2019

TO: Honorable Board of Supervisors

FROM: Erin Metcalf, Chief Probation Officer

SUBJECT: Approval of two contracts between the Plumas County Probation Department and Plumas Crisis Intervention and Resource Center and the Plumas County Probation Department and Alliance for Workforce Development, Inc.

Recommendation

Approve and Authorize the Chair to sign two contracts. The first contract is between the Plumas County Probation Department and Plumas Crisis Intervention and Resource Center for servicing the 24/7 Dad Project. The second contract is between Plumas County Probation Department and Alliance for Workforce Development for servicing probationers on employment needs.

Background and Discussion

Plumas Crisis Intervention and Resource Center was awarded \$18,000 by the CCP Executive Committee pursuant to CCP AB109 funding for their 24/7 Dad Program.

Alliance for Workforce Development was awarded \$25,000 by the CCP Executive Committee pursuant to CCP AB109 funding for servicing probationers with employment needs.

Allocations for both awards have been approved by the Board of Supervisors on September 17, 2019. Therefore, we respectfully request the Board of Supervisors to approve and authorize Chair Goss to sign the both contracts.



Erin Metcalf
Chief Probation Officer

County of Plumas

Department of Probation

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



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

DATE: October 21, 2019

TO: Honorable Board of Supervisors

FROM: Erin Metcalf, Chief Probation Officer

SUBJECT: Approve the contract between the Plumas County Probation Department and Plumas Crisis Intervention Resource Center (PCIRC)

Recommendation

Approve and authorize the Chair to sign a contract between the Plumas County Probation Department and PCIRC for Pathways Home and Ohana House programs.

Background and Discussion

The Probation Department contracts with PCIRC to provide Pathway Home services, including emergency shelter, for men and women who are transitioning from prison/jail and the judicial system. Ohana House services young adults aged 18 and older and emancipated youth to provide access to housing. Ohana House is also willing to support young adults placed on house arrest. PCIRC will work with collaborative partners to provide wrap-around services that assist participants to get back on a positive track.



Kevin Correira
Director

County of Plumas Facility Services

198 Andy's Way
Quincy CA 95971



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

DATE: November 5, 2019

TO: Honorable Board of Supervisors

FROM: Kevin Correira – Facility Services Director

SUBJECT: Request to approve and authorize Chair Goss to sign Budget Transfer request for the Facility Services Department.

Recommendation

Approve and authorize Chair Goss to sign Budget Transfer request for the Facility Services Department to correct error in FY 19/20 budget.

Background and Discussion

An error was discovered in the Facility Services Department budget after the budget was approved for FY 19/20. In the Facility Services budget for FY 18/19, \$49,818 was allocated for heating fuel/oil. It was the intent of the Facility Services Department to increase this allocation for FY 19/20 by \$5,500 to account for rising fuel costs. Instead of increasing this allocation, the Facility Services Department heating fuel/oil budget line item was approved for \$5,500. This line item in the Facility Services Department budget serves to pay for the heating fuel/oil at the County Court House, the Permit Center, and the Facility Services building.

For FY 19/20, the Board of Supervisors approved \$60,000 to be allocated in the Facility Services Capital Improvements budget for Drainage/Parking Lot improvements at the Court House Annex. To date, Director, Kevin Correira, has contacted Custom Coatings for an estimate of the cost to repair the parking lot so this item can be put out to bid, and this company has not returned any of his calls. At this point, it will be better to request to add this allocation into the FY 20/21 budget and to approve this Budget Transfer request to correct the budget error for heating fuel/oil costs so as not to have any direct impact on the General Fund approved budget for FY 19/20. Therefore, the Facility Services Department respectfully requests approval of this Budget Transfer.

COUNTY OF PLUMAS
REQUEST FOR BUDGET APPROPRIATION TRANSFER
OR SUPPLEMENTAL BUDGET

TRANSFER NUMBER

(Auditor's Use Only)

Department: Facility Services

Dept. No: 20120

Date 10/17/2019

The reason for this request is (check one):

- A. ☐ Transfer to/from Contingencies OR between Departments
 B. ☐ Supplemental Budgets (including budget reductions)
 C. ☐ Transfers to/from or new Fixed Asset, within a 51XXX
 D. ☒ Transfer within Department, except fixed assets
 E. ☐ Establish any new account except fixed assets

Approval Required

Board
 Board
 Board
 Auditor
 Auditor



TRANSFER FROM OR



SUPPLEMENTAL REVENUE ACCOUNTS

(CHECK "TRANSFER FROM" IF TRANSFER WITHIN EXISTING BUDGET, CHECK "SUPPLEMENTAL REVENUE" IF SUPPLEMENTAL, NEW UNBUDGETED REVENUE)

Fund #	Dept #	Acct #	Account Name	\$ Amount
0001	20120	540110	Capital Improvements	49,118.00
Total (must equal transfer to total)				49,118.00



TRANSFER TO OR



SUPPLEMENTAL EXPENDITURE ACCOUNTS

(CHECK "TRANSFER TO" IF TRANSFER WITHIN EXISTING BUDGET, CHECK "SUPPLEMENTAL EXPENDITURE" IF SUPPLEMENTAL, NEW UNBUDGETED EXPENSE)

Fund #	Dept #	Acct #	Account Name	\$ Amount
0001	20120	527804	Heating Fuel/Oil	49,118.00
Total (must equal transfer to total)				49,118.00

Supplemental budget requests require Auditor/Controller's signature

Please provide copy of grant award, terms of award, proof of receipt of additional revenue, and/or backup to support this request.

In the space below, state (a) reason for request, (b) reason why there are sufficient balances in affected accounts to finance transfer, (c) why transfer cannot be delayed until next budget year (attach memo if more space is needed) or (d) reason for the receipt of more or less revenue than budgeted.

A) Error made during 19/20 Budget Meeting for Heating Fuel/Oil. Budget should have increased by \$5,500 to \$55,318; instead, budget was approved for \$5,500.

B) _____

C) _____

D) _____

Approved by Department Signing Authority:

B. M. McAdams

☒ Approved/ Recommended

☐ Disapproved/ Not recommended

Auditor/Controller Signature:

[Signature]

10/17/19

Board Approval Date: _____

Agenda Item No. _____

Clerk of the Board Signature: _____

Date Entered by Auditor/Controller: _____

Initials _____

INSTRUCTIONS:

Original and 1 copy of ALL budget transfers go to Auditor/Controller. If supplemental request they must go to the Auditor/Controller. Original will be kept by Auditor, copies returned to Department after it is entered into the system.

Supplemental transfer must have Auditor/Controller's signature. Auditor/Controller will forward all signed, supplemental transfers to the Board for approval.

If one copy of agenda request and 13 copies of Board memo and backup are attached, the entire packet will be forwarded, after all signatures are obtained, to the Clerk of the Board. If only the budget form is sent, it will be returned to the Department after all signatures are obtained.

Transfers that are going to be submitted to the Board for approval:

- A. Must be signed by the Auditor/Controller; if supplemental must be signed by the Auditor/Controller.



Kevin Correira
Director

County of Plumas Facility Services

198 Andy's Way
Quincy CA 95971



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

DATE: November 5, 2019

TO: Honorable Board of Supervisors

FROM: Kevin Correira – Facility Services Director

SUBJECT: Request to approve and authorize Chair Goss to sign a 3 year lease between the County of Plumas and Plumas Rural Services.

Recommendation

Approve and authorize Chair Goss to sign a 3 year lease between the County of Plumas and Plumas Rural Services for the use of the Orchard House.

Background and Discussion

Plumas Rural Services has been utilizing the Orchard House behind the Court House Annex to hold their weekly AA and NA meetings for several years. This request is a renewal of their lease for the aforementioned purpose. The request for a 3 year lease is only to minimize the process of having to renew the lease annually.

A copy of the lease is on file with the Clerk of the Board.



Kevin Correira
Director

County of Plumas Facility Services

198 Andy's Way
Quincy CA 95971



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

DATE: November 5, 2019

TO: Honorable Board of Supervisors

FROM: Kevin Correira – Facility Services Director

SUBJECT: Request to ratify, approve, and authorize Chair Goss to sign a contract between Facility Services & Top Mop Janitorial.

Recommendation

Ratify, approve, and authorize Chair Goss to sign a contract between Facility Services & Top Mop Janitorial.

Background and Discussion

Top Mop Janitorial provides janitorial services for the Portola Library and the Portola Sheriff Substation. Contract needs to be ratified back to October 1, 2019 for services provided. Contract not to exceed \$12,000.

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



Kevin Correira
Director

County of Plumas Facility Services

198 Andy's Way
Quincy CA 95971



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

DATE: November 5, 2019

TO: Honorable Board of Supervisors

FROM: Kevin Correira – Facility Services Director

SUBJECT: Request to approve and authorize Chair Goss to sign a consolidation contract between County of Plumas & KJ's Cleaning Service.

Recommendation

Approve and authorize Chair Goss to sign a consolidation contract between County of Plumas & KJ's Cleaning Service.

Background and Discussion

KJ's Cleaning Service currently has four separate janitorial contracts with Plumas County for nine different County facilities in Chester and Greenville. All four of the currently executed janitorial contracts expire at different times throughout the year. This contract consolidates all of the janitorial contracts with KJ's Cleaning Service as well as managing the rental of the County's Chester facilities into one contract and voids any currently executed and active contracts listed in the consolidation contract. There aren't any increases to any fees for any facilities listed in the consolidation contract; this is merely a consolidation contract to help simplify contract monitoring for this service provider. Consolidation contract not to exceed \$41,122.80.

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

PLUMAS COUNTY LIBRARY

445 JACKSON STREET • QUINCY, CA 95971 • (530) 283-6310 • Fax (530) 283-3242



Lindsay Fuchs
County Librarian

DATE: October 21, 2019

TO: Honorable Board of Supervisors

FROM: Lindsay Fuchs, Plumas County Librarian

RE: Authorize the Library Department to put all unused card catalogs up for the next Public Works auction in November 2019

Recommendation:

Authorize the Library Department to put all unused card catalogs up for the next Public Works auction in November 2019.

Background:

We currently have card catalogs being kept in the Quincy Meeting Room. They are no longer in use and take up necessary space.



Tim W. Gibson
Agricultural Commissioner
Sealer of Weights & Measures
timgibson@countyofplumas.com

Plumas-Sierra Counties Department of Agriculture


**Agriculture Commissioner
Sealer of Weights and Measures**



208 Fairgrounds Road
Quincy, CA 95971
Phone: (530) 283-6365
Fax: (530) 283-4210

Date: October 21, 2019

To: Honorable Board of Supervisors

From: Tim Gibson, Agricultural Commissioner/
Sealer of Weights & Measures 

RE: 1998 Ford Ranger, VIN FTYR11U4WPA30957

Recommendation:

Declare Fixed Asset # 2044, 1998 Ford Ranger as surplus; and authorize Public Works to include the truck for sale in the next Public Works auction.

Background and Discussion:

The County originally purchased this vehicle in January 1998 for the use of Environmental Health and was transferred to the Department of Agriculture; the odometer currently reads 146,635 miles. Due to the age, mileage, and repairs needed on this vehicle, I am requesting that it be declared as surplus and included in the next Public Works Auction.

PLUMAS COUNTY AUDITOR / CONTROLLER

520 MAIN STREET • ROOM 205 • QUINCY, CA 95971-4111 • (530) 283-6246 • FAX (530) 283-6442
ROBERTA M. ALLEN, CPA • AUDITOR / CONTROLLER



DATE: 11/5/19

TO: HONORABLE BOARD OF SUPERVISORS

FROM: ROBERTA M. ALLEN – AUDITOR/CONTROLLER *RMA*

SUBJECT: ALLOW ANTHONY GONZALEZ, TEMPORARY EMPLOYEE, TO WORK MORE THAN 29 HOURS PER WEEK AND BE HIRED BY AUDITOR'S DEPT. AS TEMPORARY HELP.

Recommendation:

Allow Anthony Gonzalez, a temporary employee, to work more than 29 hours per week and be hired by Auditor's department as temporary help. Per Resolution No. 14-7975, County department heads shall obtain the approval of the Board of Supervisors prior to permitting any part-time employee to incur hours of services in excess of twenty-nine (29) hours in any week. Total hours of services will be track not exceed the part-time limitation of 1560 hours in the initial and standard measurement periods.

Background:

Anthony Gonzalez is currently working part time for another county department. The Auditor's department is currently short-staffed because of a staff member is out on maternity leave. Mr. Gonzalez is studying to become a computer programmer and would be a good fit as temporary help for our department. Our department has many projects that involve spreadsheet development and maintenance that we do not have sufficient staff to address with our current staffing level. We anticipate that our full-time employee will be back to work by mid to late December.

PLUMAS COUNTY AUDITOR / CONTROLLER

520 MAIN STREET • ROOM 205 • QUINCY, CA 95971-4111 • (530) 283-6246 • FAX (530) 283-6442
ROBERTA M. ALLEN, CPA • AUDITOR / CONTROLLER



DATE: 11/5/19

TO: HONORABLE BOARD OF SUPERVISORS

FROM: ROBERTA M. ALLEN – AUDITOR/CONTROLLER *RMA*

SUBJECT: AUTHORIZE AUDITOR/CONTROLLER TO MAKE NECESSARY YEAR-END BUDGET
ADJUSTMENTS FOR FY18/19 TO ZERO OUT NEGATIVE LINE ITEMS. OVERALL DEPARTMENT
APPROPRIATIONS WILL NOT BE INCREASED.

Recommendation:

Authorize Auditor/Controller to make necessary year-end "true-up" adjustments for FY 18/19 to zero out negative line items. Overall department appropriations will not be increased.

Background:

Per GC Section 29125, the Board may approve transfers between budget units, or designate the administrative officer or auditor to approve transfers and revisions within a budget unit if overall appropriations of the budget unit are not increased. The Auditor is authorized by the Board to make budget transfers under this provision, except for transfers involving fixed assets or salaries and benefits for which the Auditor has been authorized by the Board to make budget transfers in amounts of \$5,000 or less. The attached transfers fall within the latter and are hereby presented for Board approval.

County Budget Guide

Appendix B

County Budget Act (Cont.)

Article 6. Appropriations and Transfers (Cont.)

- (3) If the recommended budget has not been approved by the board because of an emergency as described in subdivision (a) of (GC) §29127, the amounts deemed appropriated shall be based on the final budget of the preceding year, excluding assets and transfers-out unless specifically approved by the board.
- (b) Notwithstanding any other provision of this section, prior to the adoption of the adopted budget, the board of supervisors may impose expenditure limitations that are more restrictive than those contained in this section.
- §29125** (a) Transfers and revisions to the adopted appropriations may be made by an action formally adopted by the board at a regular or special meeting as follows:
- (1) If between funds, by a four-fifths vote.
 - (2) If transfers from appropriation for contingencies, by a four-fifths vote.
 - (3) If between budget units within a fund if overall appropriations are not increased, by a majority vote.
- (b) The board may designate the administrative officer or auditor to approve transfers and revisions of appropriations within a budget unit if overall appropriations of the budget unit are not increased.
- §29126** At any regular or special meeting the board may cancel any appropriation in whole or in part that is not needed and transfer the amount canceled to the appropriation for contingencies of the fund from which the appropriation was originally made if there is one, or to any appropriation for contingencies account, or fund, to which the amount canceled may be properly transferred. If there is no appropriation for contingencies in the respective fund, the board may establish one.
- §29126.1** At any regular or special meeting the board may cancel any unused appropriation in whole or in part upon determining that the source of funding of the appropriation will be unrealized in whole or part. An offsetting reduction shall be made to the corresponding estimated revenue.
- §29126.2** The auditor may review and issue reports and make recommendations regarding estimated financing sources, or actual financing sources, or both, and the status of appropriations. The auditor shall submit to the board, and any other official the board may designate, a statement showing this information with respect to the condition of each separate budget appropriation and to the condition of estimated financing sources, as the board requires.
- §29127** After adopting a resolution stating the facts constituting an emergency by a four-fifths vote of the board at any regular or special meeting, the board may appropriate and make the expenditure necessary to meet an emergency in any of the following cases:

COUNTY OF PLUMAS
REQUEST FOR BUDGET APPROPRIATION TRANSFER
OR SUPPLEMENTAL BUDGET

(Auditor's Use Only)

Date 10/11/2019

Board
Board
Board
Auditor
Auditor

Please provide copy of grant award, terms of award, proof of receipt of additional revenue, and/or backup to support this request.

In the space below, state (a) reason for request, (b) reason why there are sufficient balances in affected accounts to finance transfer, (c) why transfer cannot be delayed until next budget year (attach memo if more space is needed) or (d) reason for the receipt of more or less revenue than budgeted.

A) OT and Other Wages over budget due to vacancies

B) Unspent wages sufficient to cover OT and other wages, plus cost of consultant for software project

C) Necessary to cover budget deficits in OT and Other Wages

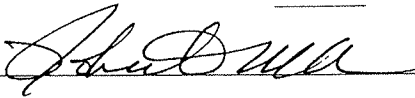
D) _____

Approved by Department Signing Authority: _____

☒ Approved/ Recommended

☐ Disapproved/ Not recommended

Auditor/Controller Signature: _____



10/11/19

Board Approval Date: _____

Agenda Item No. _____

Clerk of the Board Signature: _____

Date Entered by Auditor/Controller: _____

Initials _____

INSTRUCTIONS:

Original and 1 copy of ALL budget transfers go to Auditor/Controller. If supplemental request they must go to the Auditor/Controller. Original will be kept by Auditor, copies returned to Department after it is entered into the system.

Supplemental transfer must have Auditor/Controllers signature. Auditor/Controller will forward all signed, supplemental transfers to the Board for approval.

If one copy of agenda request and 13 copies of Board memo and backup are attached, the entire packet will be forwarded, after all signatures are obtained, to the Clerk of the Board. If only the budget form is sent, it will be returned to the Department after all signatures are obtained.

Transfers that are going to be submitted to the Board for approval:

- A. Must be signed by the Auditor/Controller; if supplemental must be signed by the Auditor/Controller.

18/19

COUNTY OF PLUMAS
REQUEST FOR BUDGET APPROPRIATION TRANSFER
OR SUPPLEMENTAL BUDGET

TRANSFER NUMBER

(Auditor's Use Only)

Department: Auditor Dept. No: 20040 Date 10/11/2019

The reason for this request is (check one):

- A. ☐ Transfer to/from Contingencies OR between Departments
 B. ☐ Supplemental Budgets (including budget reductions)
 C. ☐ Transfers to/from or new Fixed Asset, within a 51XXX
 D. ☒ Transfer within Department, except fixed assets
 E. ☐ Establish any new account except fixed assets

Approval Required

Board

Board

Board

Auditor

Auditor

**TRANSFER FROM OR****SUPPLEMENTAL REVENUE ACCOUNTS**

(CHECK "TRANSFER FROM" IF TRANSFER WITHIN EXISTING BUDGET, CHECK "SUPPLEMENTAL REVENUE" IF SUPPLEMENTAL, NEW UNBUDGETED REVENUE)

Fund #	Dept #	Acct #	Account Name	\$ Amount
0001	20040	520411	Annual Software Fee/Maint	23,974.00
Total (must equal transfer to total)				23,974.00

**TRANSFER TO OR****SUPPLEMENTAL EXPENDITURE ACCOUNTS**

(CHECK "TRANSFER TO" IF TRANSFER WITHIN EXISTING BUDGET, CHECK "SUPPLEMENTAL EXPENDITURE" IF SUPPLEMENTAL, NEW UNBUDGETED EXPENSE)

Fund #	Dept #	Acct #	Account Name	\$ Amount
0001	20040	540412	Software	23,974.00
Total (must equal transfer to total)				23,974.00

Supplemental budget requests require Auditor/Controller's signature

Please provide copy of grant award, terms of award, proof of receipt of additional revenue, and/or backup to support this request.

In the space below, state (a) reason for request, (b) reason why there are sufficient balances in affected accounts to finance transfer, (c) why transfer cannot be delayed until next budget year (attach memo if more space is needed) or (d) reason for the receipt of more or less revenue than budgeted.

A) Annual Saas fees less than anticipated

B) Annual Saas fees less than anticipated

C) To correct balance in conversion fund at 6/30/19

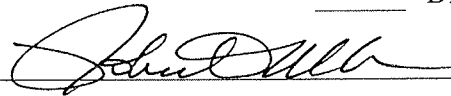
D) _____

Approved by Department Signing Authority: _____

☒ Approved/ Recommended

☐ Disapproved/ Not recommended

Auditor/Controller Signature: _____



10/11/19

Board Approval Date: _____

Agenda Item No. _____

Clerk of the Board Signature: _____

Date Entered by Auditor/Controller: _____

Initials _____

INSTRUCTIONS:

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If one copy of agenda request and 13 copies of Board memo and backup are attached, the entire packet will be forwarded, after all signatures are obtained, to the Clerk of the Board. If only the budget form is sent, it will be returned to the Department after all signatures are obtained.

Transfers that are going to be submitted to the Board for approval:

- A. Must be signed by the Auditor/Controller; if supplemental must be signed by the Auditor/Controller.

18/19

COUNTY OF PLUMAS
REQUEST FOR BUDGET APPROPRIATION TRANSFER
OR SUPPLEMENTAL BUDGET

TRANSFER NUMBER
(Auditor's Use Only)

Department: Auditor Dept. No: 20040 Date 10/11/2019

The reason for this request is (check one):

- A. ☐ Transfer to/from Contingencies OR between Departments
 B. ☐ Supplemental Budgets (including budget reductions)
 C. ☐ Transfers to/from or new Fixed Asset, within a 51XXX
 D. ☒ Transfer within Department, except fixed assets
 E. ☐ Establish any new account except fixed assets

Approval Required

Board
 Board
 Board
 Auditor
 Auditor

☒ **TRANSFER FROM OR** ☐ **SUPPLEMENTAL REVENUE ACCOUNTS**

(CHECK "TRANSFER FROM" IF TRANSFER WITHIN EXISTING BUDGET, CHECK "SUPPLEMENTAL REVENUE" IF SUPPLEMENTAL, NEW UNBUDGETED REVENUE)

Fund #	Dept #	Acct #	Account Name	\$ Amount
0001	20040	527500	Travel-Out of County	<u>1,797.12</u> 4,892.12
0001	20040	527400	Travel-In County	<u>495.94</u> 400.94
Total (must equal transfer to total)				<u>2,293.06</u>

☒ **TRANSFER TO OR** ☐ **SUPPLEMENTAL EXPENDITURE ACCOUNTS**

(CHECK "TRANSFER TO" IF TRANSFER WITHIN EXISTING BUDGET, CHECK "SUPPLEMENTAL EXPENDITURE" IF SUPPLEMENTAL, NEW UNBUDGETED EXPENSE)

Fund #	Dept #	Acct #	Account Name	\$ Amount
0001	20040	520210	Postage/Ship	215.05
0001	20040	520221	Envelopes	680.07
0001	20040	520243	Warrants	215.23
0001	20040	520250	Copy Machine Lease	135.35
0001	20040	521800	Office Expense	714.72
0001	20040	527000	Training	304.00
0001	20040	523710	Annual Pub/Ref Manuals	28.64
Total (must equal transfer to total)				<u>2,293.06</u>

Supplemental budget requests require Auditor/Controller's signature

Please provide copy of grant award, terms of award, proof of receipt of additional revenue, and/or backup to support this request.

In the space below, state (a) reason for request, (b) reason why there are sufficient balances in affected accounts to finance transfer, (c) why transfer cannot be delayed until next budget year (attach memo if more space is needed) or (d) reason for the receipt of more or less revenue than budgeted.

A) True up budget for 18/19

B) Travel under budget due to vacancies

C) Necessary to cover budget deficits for 18/19

D)

Approved by Department Signing Authority:

☒ Approved/ Recommended

☐ Disapproved/ Not recommended

Auditor/Controller Signature:



10/11/19

Board Approval Date:

Agenda Item No.

Clerk of the Board Signature:

Date Entered by Auditor/Controller:

Initials

INSTRUCTIONS:

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Transfers that are going to be submitted to the Board for approval:

- A. Must be signed by the Auditor/Controller; if supplemental must be signed by the Auditor/Controller.



Memorandum

County of Plumas
Office of the Sheriff

DATE: 08/12/19
TO: Roberta
FROM: Roni
RE: Budget Clean Up

RECEIVED
AUG 14 2019
Auditors / Rick

Based on the information I have, attached are the clean up transfers for the end of the FY. The one for Victim Witness just needs to be processed.

Please let me know if you find anything that I missed. I know that I sent transfers up that are not showing so I am hoping they will be done. They are all in service and supply accounts so I can do them again if needed.

TRANSFER NUMBER
(Auditor's Use Only)

Board
Board
Board
Auditor
Auditor

Auditors / Risk

In the space below, state (a) reason for request, (b) reason why there are sufficient balances in affected accounts to finance transfer, (c) why transfer cannot be delayed until next budget year (attach memo if more space is needed) or (d) reason for the receipt of more or less revenue than budgeted.

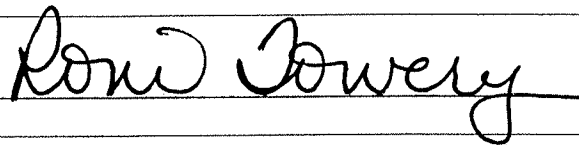
A) TRANSFER TO COVER SHORTAGES IN ACCOUNTS

B) EXPENSES LESS THAN BUDGETED

C) EXPENSES INCURRED FY 18/19

D) N/A

Approved by Department Signing Authority:



☐ Approved/ Recommended

☐ Disapproved/ Not recommended

Auditor/Controller Signature: _____

Board Approval Date: _____

Agenda Item No. _____

Clerk of the Board Signature: _____

Date Entered by Auditor/Controller: _____

Initials _____

INSTRUCTIONS:

Original and 1 copy of ALL budget transfers go to Auditor/Controller. If supplemental request they must go to the Auditor/Controller. Original will be kept by Auditor, copies returned to Department after it is entered into the system.

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Transfers that are going to be submitted to the Board for approval:

- A. Must be signed by the Auditor/Controller; if supplemental must be signed by the Auditor/Controller.

COUNTY OF PLUMAS
REQUEST FOR BUDGET APPROPRIATION TRANSFER
OR SUPPLEMENTAL BUDGET

TRANSFER NUMBER
(Auditor's Use Only)

Department: COURT SECURITY Dept. No: 70387 Date 8/6/2019

The reason for this request is (check one):

- A. ☐ Transfer to/from Contingencies OR between Departments
B. ☐ Supplemental Budgets (including budget reductions)
C. ☒ Transfers to/from or new Fixed Asset, within a 51XXX
D. ☐ Transfer within Department, except fixed assets
E. ☐ Establish any new account except fixed assets

Approval Required

Board
Board
Board
Auditor
Auditor

☒ **TRANSFER FROM OR** ☐ **SUPPLEMENTAL REVENUE ACCOUNTS**

(CHECK "TRANSFER FROM" IF TRANSFER WITHIN EXISTING BUDGET, CHECK "SUPPLEMENTAL REVENUE" IF SUPPLEMENTAL, NEW UNBUDGETED REVENUE)

Fund #	Dept #	Acct #	Account Name	\$ Amount
0017G	70387	51080	RETIREMENT	18,217.00
Total (must equal transfer to total)				18,217.00

☒ **TRANSFER TO OR** ☐ **SUPPLEMENTAL EXPENDITURE ACCOUNTS**

(CHECK "TRANSFER TO" IF TRANSFER WITHIN EXISTING BUDGET, CHECK "SUPPLEMENTAL EXPENDITURE" IF SUPPLEMENTAL, NEW UNBUDGETED EXPENSE)

Fund #	Dept #	Acct #	Account Name	\$ Amount
0017G	70387	51000	REGULAR WAGES	6,622.00
0017G	70387	51060	OVERTIME	11,595.00
Total (must equal transfer to total)				18,217.00

Supplemental budget requests require Auditor/Controller's signature

RECEIVED
Please provide copy of grant award, terms of award, proof of receipt of additional revenue, and/or backup to support this request.
AUG 14 2019

Auditors / Risk

In the space below, state (a) reason for request, (b) reason why there are sufficient balances in affected accounts to finance transfer, (c) why transfer cannot be delayed until next budget year (attach memo if more space is needed) or (d) reason for the receipt of more or less revenue than budgeted.

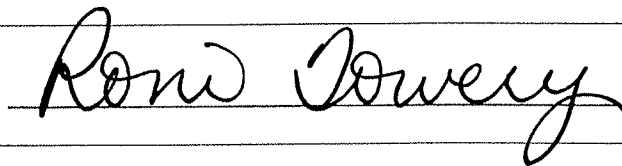
A) TRANSFER TO COVER SHORTAGES IN ACCOUNTS

B) EXPENSES LESS THAN BUDGETED

C) EXPENSES INCURRED FY 18/19

D) N/A

Approved by Department Signing Authority:



☐ Approved/ Recommended

☐ Disapproved/ Not recommended

Auditor/Controller Signature: _____

Board Approval Date: _____

Agenda Item No. _____

Clerk of the Board Signature: _____

Date Entered by Auditor/Controller: _____

Initials _____

INSTRUCTIONS:

Original and 1 copy of ALL budget transfers go to Auditor/Controller. If supplemental request they must go to the Auditor/Controller. Original will be kept by Auditor, copies returned to Department after it is entered into the system.

Supplemental transfer must have Auditor/Controllers signature. Auditor/Controller will forward all signed, supplemental transfers to the Board for approval.

If one copy of agenda request and 13 copies of Board memo and backup are attached, the entire packet will be forwarded, after all signatures are obtained, to the Clerk of the Board. If only the budget form is sent, it will be returned to the Department after all signatures are obtained.

Transfers that are going to be submitted to the Board for approval:

- A. Must be signed by the Auditor/Controller; if supplemental must be signed by the Auditor/Controller.

COUNTY OF PLUMAS
REQUEST FOR BUDGET APPROPRIATION TRANSFER
OR SUPPLEMENTAL BUDGET

TRANSFER NUMBER
(Auditor's Use Only)

Department: JAIL Dept. No: 70380 Date 8/6/2019

The reason for this request is (check one):

- A. ☐ Transfer to/from Contingencies OR between Departments
B. ☐ Supplemental Budgets (including budget reductions)
C. ☒ Transfers to/from or new Fixed Asset, within a 51XXX
D. ☐ Transfer within Department, except fixed assets
E. ☐ Establish any new account except fixed assets

Approval Required

Board
Board
Board
Auditor
Auditor

☒ **TRANSFER FROM OR**

☐ **SUPPLEMENTAL REVENUE ACCOUNTS**

(CHECK "TRANSFER FROM" IF TRANSFER WITHIN EXISTING BUDGET, CHECK "SUPPLEMENTAL REVENUE" IF SUPPLEMENTAL, NEW UNBUDGETED REVENUE)

Fund #	Dept #	Acct #	Account Name	\$ Amount
0001S	70380	51000	REGULAR WAGES	95,156.00
Total (must equal transfer to total)				95,156.00

☒ **TRANSFER TO OR**

☐ **SUPPLEMENTAL EXPENDITURE ACCOUNTS**

(CHECK "TRANSFER TO" IF TRANSFER WITHIN EXISTING BUDGET, CHECK "SUPPLEMENTAL EXPENDITURE" IF SUPPLEMENTAL, NEW UNBUDGETED EXPENSE)

Fund #	Dept #	Acct #	Account Name	\$ Amount
0001S	70380	51020	OTHER WAGES	46,257.00
0001S	70380	51060	OVERTIME	48,899.00
Total (must equal transfer to total)				95,156.00

Supplemental budget requests require Auditor/Controller's signature

Please provide copy of grant award, terms of award, proof of receipt of additional revenue, and/or backup to support this request.

RECEIVED
AUG 14 2019

Auditors / Risk

A. Must be signed by the Auditor/Controller; if supplemental must be signed by the Auditor/Controller.

COUNTY OF PLUMAS
REQUEST FOR BUDGET APPROPRIATION TRANSFER
OR SUPPLEMENTAL BUDGET

TRANSFER NUMBER

(Auditor's Use Only)

Department: SHERIFF

Dept. No: 70330

Date 8/6/2019

The reason for this request is (check one):

Approval Required

- A. ☐ Transfer to/from Contingencies OR between Departments
 B. ☐ Supplemental Budgets (including budget reductions)
 C. ☒ Transfers to/from or new Fixed Asset, within a 51XXX
 D. ☐ Transfer within Department, except fixed assets
 E. ☐ Establish any new account except fixed assets

Board
 Board
 Board
 Auditor
 Auditor



TRANSFER FROM OR



SUPPLEMENTAL REVENUE ACCOUNTS

(CHECK "TRANSFER FROM" IF TRANSFER WITHIN EXISTING BUDGET, CHECK "SUPPLEMENTAL REVENUE" IF SUPPLEMENTAL, NEW UNBUDGETED REVENUE)

Fund #	Dept #	Acct #	Account Name	\$ Amount
0001S	70330	51090	GROUP INSURANCE	63,756.00
Total (must equal transfer to total)				63,756.00



TRANSFER TO OR



SUPPLEMENTAL EXPENDITURE ACCOUNTS

(CHECK "TRANSFER TO" IF TRANSFER WITHIN EXISTING BUDGET, CHECK "SUPPLEMENTAL EXPENDITURE" IF SUPPLEMENTAL, NEW UNBUDGETED EXPENSE)

Fund #	Dept #	Acct #	Account Name	\$ Amount
0001S	70330	51040	HOLIDAY PAY	727.00
0001S	70330	51060	OVERTIME PAY	21,474.00
0001S	70330	51060	RETIREMENT	41,555.00
Total (must equal transfer to total)				63,756.00

Supplemental Budget Requests require Auditor/Controller's signature

Please provide copy of award, terms of award, proof of receipt of additional revenue, and/or backup to support this request.

Auditors / Risk

RECEIVED
AUG 14 2019

In the space below, state (a) reason for request, (b) reason why there are sufficient balances in affected accounts to finance transfer, (c) why transfer cannot be delayed until next budget year (attach memo if more space is needed) or (d) reason for the receipt of more or less revenue than budgeted.

A) TRANSFER TO COVER SHORTAGES IN ACCOUNTS

B) EXPENSES LESS THAN BUDGETED

C) EXPENSES INCURRED FY 18/19

D) N/A

Approved by Department Signing Authority:

Roni Towery

Approved/ Recommended

Disapproved/ Not recommended

Auditor/Controller Signature: _____

Board Approval Date:

Agenda Item No.

Clerk of the Board Signature:

Date Entered by Auditor/Controller:

Initials

INSTRUCTIONS:

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Memo

DATE: July 16, 2019
TO: Roberta Allen, Auditor
FROM: Jerry Sipe, Environmental Health
RE: Budget Transfer for Salary and Benefits Line Items in FY 18-19

Enclosed is a budget transfer to cover salary and benefits shortages in overtime (due to Camp Fire response), Group Insurance and Life Insurance. Funds to cover the shortages come from excess funds in the Regular Wages line item. These projections are based on our internal estimates because we have not yet received the Munis period 13 reports. I hope our projections are correct, but if the need minor adjustments, please feel free to do that.

Please let me know if you have any questions. And thanks for all your staff support on the Munis training these past few weeks.

COUNTY OF PLUMAS
REQUEST FOR BUDGET APPROPRIATION TRANSFER
OR SUPPLEMENTAL BUDGET

TRANSFER NUMBER
(Auditor's Use Only)

Department: Environmental Health Dept. No: 20550 Date 7/16/2019

The reason for this request is (check one):

- A. ☐ Transfer to/from Contingencies OR between Departments
 B. ☐ Supplemental Budgets (including budget reductions)
 C. ☒ Transfers to/from or new Fixed Asset, within a 51XXX
 D. ☐ Transfer within Department, except fixed assets
 E. ☐ Establish any new account except fixed assets

Approval Required

Board
 Board
 Board
 Auditor
 Auditor

☒ **TRANSFER FROM OR** ☐ **SUPPLEMENTAL REVENUE ACCOUNTS**

(CHECK "TRANSFER FROM" IF TRANSFER WITHIN EXISTING BUDGET, CHECK "SUPPLEMENTAL REVENUE" IF SUPPLEMENTAL, NEW UNBUDGETED REVENUE)

Fund #	Dept #	Acct #	Account Name	\$ Amount
0001	20550	51000	Regular Wages	13,590.00
Total (must equal transfer to total)				13,590.00

TRANSFER TO OR

SUPPLEMENTAL EXPENDITURE ACCOUNTS

(CHECK "TRANSFER TO" IF TRANSFER WITHIN EXISTING BUDGET, CHECK "SUPPLEMENTAL EXPENDITURE" IF SUPPLEMENTAL, NEW UNBUDGETED EXPENSE)

Fund #	Dept #	Acct #	Account Name	\$ Amount
0001	20550	51060	Overtime	415.00
0001	20550	51090	Group Insurance	13,150.00
0001	20550	51150	Life Insurance	25.00
Total (must equal transfer to total)				13,590.00

Supplemental budget requests require Auditor/Controller's signature

Please provide copy of grant award, terms of award, proof of receipt of additional revenue and/or budget to support this request.

RECEIVED

JUL 16 2019

Auditors / Risk

In the space below, state (a) reason for request, (b) reason why there are sufficient balances in affected accounts to finance transfer, (c) why transfer cannot be delayed until next budget year (attach memo if more space is needed) or (d) reason for the receipt of more or less revenue than budgeted.

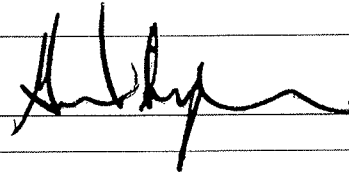
A) Transferring From Regular Wages to Cover Overages in Overtime, Group Insurance, and Life Insurance.

B) N/A

C) N/A

D) N/A

Approved by Department Signing Authority:



☐ Approved/ Recommended

☐ Disapproved/ Not recommended

Auditor/Controller Signature: _____

Board Approval Date: _____

Agenda Item No. _____

Clerk of the Board Signature: _____

Date Entered by Auditor/Controller: _____

Initials _____

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PLUMAS COUNTY AUDITOR / CONTROLLER

520 MAIN STREET • ROOM 205 • QUINCY, CA 95971-4111 • (530) 283-6246 • FAX (530) 283-6442
ROBERTA M. ALLEN, CPA • AUDITOR / CONTROLLER



DATE: 11/5/19

TO: HONORABLE BOARD OF SUPERVISORS

FROM: ROBERTA M. ALLEN – AUDITOR/CONTROLLER

SUBJECT: AUTHORIZE AUDITOR/CONTROLLER TO TRANSFER 2005 JEEP GRAND CHEROKEE TO THE COUNTY ADMINISTRATOR DEPARTMENT

Recommendation:

Authorize Auditor/Controller to transfer 2005 Jeep Grand Cherokee to County Administrator Department

Background:

The 2005 Jeep Grand Cherokee has been used mainly in the past by the Assistant Risk Manager to travel to county departments for Safety and other Risk Management purposes. Per the Administrative and Budgetary Controls for FY18/19 and GC Section 25504 and Plumas County Code 3-1.19, sole authority for the disposition, lease, sale, or trade-in of all County-owned personal property rests with the Purchasing Agent or the Board of Supervisors. Risk Management was recently placed with the County Administrator, the Auditor is requesting authorization to transfer the vehicle to the CA Department.

tagno	FUND	NE>	DEPT	catcode	catdesc	des	acqdate	ri	deplife	initcost	accdep
106	0001	9<	20040	MISCEQ	MISC. EQUIPM	PAYMASTER CHK SIGNER	12/1/1996	7		1,695.00	1,695.00
1514	0001	9<	20040	PRINTER	COMPUTER PR	GENICOM 1800 LPM PRINTER	11/27/2001	5		9,708.60	9,708.60
2117	0001	9<	20040	VEH 4WD	4WD VEHICLES	2005 JEEP GRAND CHEROKEE	4/4/2006	0		24,913.40	24,913.40



Plumas County Public Health Agency

Andrew Woodruff, MPH, Director • Mark Satterfield, M.D, Health Officer
270 County Hospital Road, Suite 206, Quincy, CA 95971 • (530) 283-6337 • Fax (530) 283-6425

/I

To: Honorable Board of Supervisors

From: Andrew Woodruff

Agenda: Consent Item for November 5, 2019

Recommendation: Approve a Resolution to accept Grant Agreement Number 19-10638 from the California Department of Public Health, Office of Viral Hepatitis to implement the HCV People Who Inject Drugs (PWID)-Oriented Resources, Testing, and Linkage (HCV PORTAL) project, and authorize the Director of Public Health to sign as the Board designee.

Background Information: The purpose of this project is to increase testing diagnosis and linkage to care for hepatitis C virus (HCV) infections among people who inject drugs (PWID). Specifically, this project focuses on high burden areas in California identified by the U.S. Centers for Disease Control and Prevention (CDC) as highly vulnerable to the rapid increase of HIV/HCV infections related to non-sterile injection drug use. This project aims to intensify HCV testing efforts among PWID and ensure that people diagnosed with HCV infection are linked to appropriate medical care.

Plumas County Public Health Agency (PCPHA) will conduct hepatitis C screening testing for its syringe service program (SSP) clients, assure diagnostic testing in collaboration with local hospitals and clinics, and link clients diagnosed with hepatitis C infection to appropriate medical care. PCPHA will hire and supervise a part-time patient navigator to perform hepatitis C testing and linkage to care services and referrals to other services, such as treatment for substance use disorders. PCPHA will collect client-level data to supplement the information automatically collected via electronic laboratory reporting in the California Reportable Diseases Information Exchange (CalREDIE) and submit client-level data monthly to CDPH via secure file transfer protocol to CDPH and will participate in technical assistance calls and site visits and other program evaluation activities.

The term of the agreement is November 15, 2019 through October 30, 2020 in the amount of \$92,019.00.

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

C:\Documents and Settings\Rosie Olney\My Documents\BOS\HCV Portal Agreement 19-10638 & Resolution.doc

RESOLUTION NO. 19-_____

RESOLUTION TO ACCEPT AGREEMENT NUMBER 19-10638 FROM THE CALIFORNIA DEPARTMENT OF PUBLIC HEALTH (CDPH), OFFICE OF VIRAL HEPATITIS FOR FUNDING THE HCV PEOPLE WHO INJECT DRUGS (PWID) PORTAL PROJECT.

WHEREAS, Plumas County Public Health Agency will conduct hepatitis C screening testing for its syringe service program (SSP) clients assuring diagnostic testing in collaboration with local hospitals and clinics, and link clients diagnosed with hepatitis C infection to appropriate medical care; and

WHEREAS, Plumas County Public Health Agency will collect client-level data to supplement the information automatically collected via electronic laboratory reporting in the California Reportable Diseases Information Exchange (CalREDIE) and submit client-level data monthly to CDPH via secure file transfer protocol to CDPH; and

WHEREAS, Plumas County Public Health Agency will participate in technical assistance calls and site visits and other program evaluation activities.

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

1. Approve and Accept Agreement Number 19-10638 from the California Department of Public Health, Office of Viral Hepatitis for the term of November 15, 2019 through October 30, 2020 in the amount of \$92,019.00.
2. Authorize the Director of Public Health to sign the Agreement and execute subsequent documents and amendments pertaining to Grant Agreement Number 19-10638.

The forgoing Resolution was duly passed and adopted by the Board of Supervisors, County of Plumas, State of California, at a regular meeting of said Board held on the 5th day of November 2019, by the following vote:

Ayes:

Noes:

Absent:

Abstain:

Chair, Plumas County Board of Supervisors

Attest:


Clerk, Plumas County Board of Supervisors

PLUMAS COUNTY BEHAVIORAL HEALTH SERVICES

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

Director Tony Hobson, Ph.D.



DATE: November 5, 2019
TO: Honorable Board of Supervisors
FROM: Tony Hobson, Ph.D., Behavioral Health Director 
SUBJECT: Consent Agenda

RECOMMENDATION

It is respectfully requested the Board of Supervisors approve and authorize The Board Chair to sign the agreement between Plumas County Behavioral Health and National Commission on Correctional Health Care Resources, NCCHC, Inc. This agreement has been approved to form by County Counsel.

Background and Discussion

This agreement covers services from NCCHC Resources, INC. to provide review, training and drafting of policies and procedures for Medicated Assisted Treatment in the county jail.

**No county general funds are used for any of the above programs and staffing.
County Counsel has reviewed and approved all the above agreements.**

PLUMAS COUNTY BEHAVIORAL HEALTH SERVICES

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

Tony Hobson Ph.D., Director



DATE: November 5, 2019

TO: Honorable Board of Supervisors

FROM: Tony Hobson Ph.D., Behavioral Health Director

SUBJECT: Consent Agenda

Recommendation

1. It is respectfully requested that the Board of Supervisors approve and authorize the board chair to sign an Agreement with Environmental Alternatives, not to exceed \$636,000.00.

BACKGROUND AND DISCUSSION:

1. Environmental Alternatives Family Services, Inc. in agreement with Behavioral Health will provide specialty mental health services, transitional housing, client supportive services, and intensive case management to Behavioral Health MHSA Full-Service Partnership (FSP) clients and will provide therapeutic services to inmates in the Plumas County Jail. This agreement has been approved to form by County Counsel.

FINANCIAL IMPACT: No General Fund dollars will be used for these purposes. Any costs associated with this matter are covered by a combination of Federal and State funds.

Services Agreement

This Agreement is made by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its **Behavioral Health Department** (hereinafter referred to as "County"), and **Environmental Alternatives**, 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 Six Hundred Thirty-Six Thousand Dollars (\$636,000.00).
3. Term. The term of this Agreement commences July 1, 2019, and shall remain in effect through June 30, 2020, unless terminated earlier pursuant to this Agreement. County's Board of Supervisors hereby ratifies, and approves for payment, services provided by Contractor to date of approval of this Agreement by the Board of Supervisors.
4. Termination. Either party may terminate this agreement by giving thirty (30) days written notice to the other party.
5. Non-Appropriation of Funds. It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, the County shall have no liability to pay any further funds whatsoever to Contractor or furnish any other consideration under this Agreement and Contractor shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either cancel this Agreement with no further liability incurring to the County or offer an amendment to Contractor to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution. Contractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.
6. Warranty and Legal Compliance. The services provided under this Agreement are non-exclusive and shall be completed promptly and competently. Contractor shall guarantee all parts and labor for a period of one year following the expiration of the term of this Agreement unless otherwise specified in Exhibit A. Contractor agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding

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

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

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

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

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

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

- 10. Licenses and Permits. Contractor represents and warrants to County that it or its principals have all licenses, permits, qualifications, and approvals of whatsoever nature that 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:

Behavioral Health
County of Plumas
270 County Hospital Road, Suite 109
Quincy, CA 95971
Attention: Tony Hobson, Director

Contractor:

Environmental Alternatives, Inc.
P.O. Box 3940
Quincy, CA 95971
Attention: Tim Wilkinson, Executive Director

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

provided in writing within 60 days of receipt. The disposition of appeals must be within 45 days of receipt. The disposition of an expedited appeal must be within three working days of receipt. When all county level grievances and appeal processes have been exhausted, the consumer can access the State Fair Hearing process.

27. Business Associate Agreement. The Business Associate Agreement by and between the parties attached hereto is made a part of this Agreement by this reference.

[SIGNATURES FOLLOW ON NEXT PAGE]

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

CONTRACTOR:

Environmental Alternatives, Inc., a California Corporation

By: _____
Tim Wilkinson, Executive Director

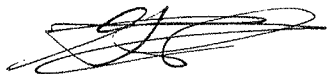
Date: _____

By: _____
Jerome Dorris, Chief Financial Officer

Date: _____

COUNTY OF PLUMAS:

Approved as to form:

By:  _____
Deputy County Counsel

Date: 10/15/15

Approved as to content:

By: _____
Tony Hobson, Director of Behavioral Health

Date: _____

By: _____
Kevin Goss, Chair
Board of Supervisors

Date: _____

Attest By: _____
Nancy DaForno
Board Clerk

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 ENVIRONMENTAL ALTERNATIVES, referred to herein as Business Associate (“BA”), dated July 1, 2019.

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), 164.502I and 164.504I 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 164.504I(2)(ii)(A) and 164.504I(4)(i)].

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

carry out the legal responsibilities of BA; (iii) as required by law; or (iv) for Data Aggregation purposes for the Health Care Operations of CE. If BA discloses Protected Information to a third party, BA must obtain, prior to making any such disclosure, (i) reasonable written assurances from such third party that such Protected Information will be held confidential as provided pursuant to this Addendum and only disclosed as required by law or for the purposes for which it was disclosed to such third party, and (ii) a written agreement from such third party to immediately notify BA of any breaches of confidentiality of the Protected Information, to the extent it has obtained knowledge of such breach [42 U.S.C. Section 17932; 45 C.F.R. Sections 164.504I(2)(i), 164.504I(2)(i)(B), 164.504I(2)(ii)(A) and 164.504I(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 164.504I(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 164.504I(2)(ii)I; 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 164.504I(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 164.530I(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

164.504I(2)(ii)I]. 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 17935I.

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 164.504I(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 17935I, 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 164.504I(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 164.504I(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 164.504I(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 164.504I(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.

[SIGNATURES FOLLOW ON NEXT PAGE]

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

<u>COVERED ENTITY</u>		<u>BUSINESS ASSOCIATE</u>	
Name:	<u>Tony Hobson, Ph.D.</u>	Name:	<u>Tim Wilkinson</u>
Title:	<u>Behavioral Health Director</u>	Title:	<u>Executive Director</u>
Address:	<u>270 County Hospital Road, Ste 109</u>	Address:	<u>P.O. Box 3940</u>
	<u>Quincy, California 95971</u>		<u>Quincy, CA 95971</u>
Signed:	<u></u>	Signed:	<u></u>
Date:	<u></u>	Date:	<u></u>

EXHIBIT A - SCOPE OF WORK

Environmental Alternatives Family Services – Full-Service Partnership (FSP) Program and Jail-Based Therapeutic Services

Contractor will provide services in accordance with the following provisions.

I. Service Locations

Services rendered pursuant to this agreement shall be at the following location(s):

a. **Environmental Alternatives Family Services**

455 W. Main Street
Quincy CA 95971

b. **Plumas County Jail**

50 Abernathy Lane
Quincy, CA 95971

II. Purpose

- a. Provide *Mental Health Services Act (MHSA) Full-Service Partnership (FSP)* and *Specialty Mental Health Services* to participants to reduce inpatient hospitalization days, homelessness, days incarcerated, emergency room visits, and to increase the quality of life, including vocational and educational achievement.

Plumas County Behavioral Health (PCBH) provides transitional housing for and delivery of a variety of supports and clinical services to qualifying individuals and families under its *Mental Health Services Act (MHSA) Full-Service Partnership (FSP)* program. The County partners with Environmental Alternatives (EA) for housing, specialty mental health services and case management services for enrolled FSP participants.

- b. Provide therapeutic services for mentally ill offenders delivered in the Plumas County Jail. At the direction of PCBH, EA will provide twenty (20) hours per week of jail-based mental health services, including assessment, treatment, and transitional planning from the jail to the community.

Incarcerated individuals in need of the *Homeless Mentally Ill Outreach and Treatment Program* (HMIOT – SB840) may be transitioned for EA FSP services post-incarceration at the discretion and authorization of PCBH. It is the intent of the County and the Contractor to provide participants an orderly, well-prepared transition from incarceration, in order to reduce recidivism and to promote a healthy adjustment.

Environmental Alternatives is a non-profit organization with the knowledge and ability to fulfill the mission of providing comprehensive services to PCBH FSP clients and offers a program to meet their identified needs.

Goal

The goal of this program is to provide up to twelve (12) qualified individuals who meet eligibility for *MHSA Full-Service Partnership* with a single-occupancy residence and a broad array of services to promote:

- a stable and secure living arrangement
- progressively increased normalcy and integration in accord with participant capacities
- sustained periods of non-incarceration and non-hospitalization
- optimal use of existing community resources
- accommodations for mental and physical disabilities
- a better quality of health and life
- increased success with independent living skills

Program Philosophy

The qualifying population has been identified as needing special help and services because of higher than average risk factors for homelessness, incarceration, hospitalization and/or failure to respond favorably to normal intervention efforts. It is therefore important for this program to maintain a tolerance for and understanding of participant setbacks. For example, participants who have been previously discharged from the program should not be automatically rejected for future services. Rather, it challenges the program to develop alternative strategies and practices for handling especially difficult cases. Flexibility, innovation, and making exceptions are hallmarks of the program's orientation.

Success for the targeted population is best measured by identifying small gains and evolving stability, as viewed against a background of less desirable outcomes for these individuals. Program tolerance for non-conformity and abnormality is the norm, while attempting to implement program and community standards for greater participant acceptance.

It is the program's belief that participants will respond favorably to enduring relationships emphasizing understanding, non-judgmental acceptance, and security. Therefore, all participants are assigned a staff mentor whose major responsibility is to develop a trusting and comforting relationship. Employees assigned that task assume the complex role of an advocate, facilitator, coordinator and guide to participants. Thus, this program intends to blend the role of a standard case manager with characteristics of an emotionally invested mentor. The interpersonal bond becomes a foundational resource in assisting participants to sustain progress and stability.

III. Target Population

County-referred MHSA FSP clients who are Plumas County Medi-Cal beneficiaries:

These are Seriously Mentally Ill (SMI) adults, as identified by Plumas County Behavioral Health adult or crisis staff.

For FSP participants, there are up to twelve (12) FSP slots in total for this contract period. For services to be eligible for payment, all eligible clients must be approved by the County specifically, as follows:

1. The County will provide initial signed approval for service authorization.
2. All MHSA FSPs will require a County-approved Utilization Management (UM) every three months.

Services for the *Homeless Mentally Ill Outreach and Treatment Program* (HMIOT – SB840) will be provided in the same manner and extent as for other targeted populations. Authorization for treatment and continued participation in the program remain under the authority of PCBH.

IV. FSP Program

- A. Wraparound services will include formal therapeutic interventions (i.e. risk assessment, crisis prevention and stabilization, individualized treatment planning, targeted case management, and access and utilization of formal and informal supports and referrals.
- B. 24/7/365 Coverage - Contractor will be available 24 hours per day, seven days per week, and 365 days per year (24/7/365) to ensure clients have access to the support they need, including meeting clients in the emergency room who are in crisis. Response staff may include case managers, rehab counselors, therapists, and peer support staff. Staff changes will be communicated to PCBH immediately and no later than one business day, so that EHR access can be revoked.
- C. Maintain consistent high-fidelity FSP Community Integrated Service, wraparound principles.
- D. Provide individual and group services specific to each client's unique needs, including but not limited to:
 1. Feedback Informed Treatment (FIT)
 2. Trauma Focused Cognitive Behavioral Therapy (TFCBT)
 3. Dialectical Behavioral Therapy (DBT)
 4. Substance Use Disorder support and intervention
 5. Motivational Interviewing (MI)
 6. Seeking Safety
- E. Consistent outreach and engagement strategies to enable each client to find and live in his/her own residence, find and maintain meaningful activities in their community, to better manage symptoms of his/her illness and to receive support in maintaining optimism that recovery is achievable:
 1. Feedback Informed Treatment (FIT) to increase client engagement and maximize clinician responsiveness to client perception of outcomes
 2. Motivational interviewing
 3. Education regarding available services
 4. Determining and re-evaluating at 3-month intervals, each client's strengths and

- challenges, interests, risk indicators and life goals
 - 5. Assuring services are provided in ways that meet the cultural and linguistic needs of each client
 - 6. Assuring client identification and development of meaningful life activities and roles within his/her community
 - 7. Locate and secure safe, affordable and appropriate housing options based on each client's needs and stated preferences
 - 8. Concurrent/Collaborative Documentation
- F.** Provide clients with the following housing retention support strategies:
- 1. Assistance with obtaining federal housing subsidies as available
 - 2. Training in skills necessary to maintain acquired housing
 - 3. Timely linkage with utility resources
 - 4. Payment of rental and utility obligations
 - 5. Housing repair and maintenance
 - 6. Unit turnover at time of move out
 - 7. Budget skill development
 - 8. Client rental share of cost to build skills in self sufficiency
- G.** Provide vocational readiness support and training to all clients, including:
- 1. Developing employment resources in the community through linkage and partnerships
 - 2. Assisting clients with developing job skills
 - 3. Provide on-the-job skill building training (if possible, given setting) and supportive services during employment for at least six (6) months while the client orients to a new job
- H.** Assist participants with linkage to and coordinate supports with primary care physician and Conservator, as assigned.
- I.** Working with clients' families on use of *My Helios*, live online coaching service for family members of individuals living with serious mental illness.
- J.** After-care services for clients transitioning to permanent housing:
- 1. Case management, titrating to less frequency, as appropriate to need
 - 2. Therapy at least one (1) time per month
 - 3. Service delivery type, duration and frequency to be determined in quarterly UM Meeting.

V. MONITORING

Track and report annually or as noted on the following:

- A.** Partnership Assessment Form for FSP Clients Due: no later than twenty (20) days from the date of referral

- B.** Quarterly (3M) Report for FSP Clients Due: no later ten (10) days after the completion of each three- (3) month service
- C.** Contractor shall provide:
Key Event Tracking (KET) Forms for FSP Clients Due: no later than the end on the month the key event occurs (i.e., Psychiatric Hospital Days, Incarceration Days, Homeless Days, Emergency Interventions)
- D.** Utilize and provide County with Client Feedback Informed Treatment (FIT) trajectories.
- E.** Bi-annual Adult Needs and Strengths (ANSA) and Milestones of Recovery Survey (MORS) completion for each client, as well as development of the participant's Individual Services and Supports Plan (ISSP).
- F.** Bi-Annual completion of the State Consumer Perception Survey and applicable MHSA stakeholder input.
- G.** Additional indicators of effectiveness and timeliness of engagement strategies, including:
 - 1. Stability and tenure of community-based housing
 - 2. Participation in non-mental health activities in the community
 - 3. Service utilization (e.g., groups)
 - 4. Each clients' self-report

VII. MEDI-CAL CERTIFICATION AND GOALS:

- A.** Contractor shall provide services at Medi-Cal certified sites. Contractor shall cooperate with Plumas County Behavioral Health (PCBH) to become a Medi-Cal certified Provider in Plumas County. Contractor shall obtain and maintain certification as an organizational provider of Medi-Cal specialty mental health services for all new locations. Contractor will offer regular hours of operation and will offer Medi-Cal clients the same hours of operation as it offers to non-Medi-Cal clients.
- B.** Contractor shall document and maintain all clients' electronic health records (EHR) to comply with all Medi-Cal regulations.

VIII. SERVICES

Contractor shall provide all the following types of services in a manner consistent with the definitions set forth below:

- A.** 1810.227. Mental Health Services "Mental Health Services" means individual or group therapies and interventions that are designed to provide reduction of mental disability and restoration, improvement or maintenance of functioning consistent with the goals of learning, development, independent living and enhanced self-sufficiency and that are not provided as a component of adult residential services, crisis residential treatment services, crisis intervention, crisis stabilization, day rehabilitation, or day treatment intensive. Service activities may include but are not limited to assessment, plan

development, therapy, rehabilitation and collateral.

Note: Authority cited: Section 14680, Welfare and Institutions Code. Reference: Sections 5777, 14021.4 and 14684, Welfare and Institutions Code.

- B. 1810.247. Specialty Mental Health Services** "Specialty Mental Health Services" means: (a) Rehabilitative Mental Health Services, including: (1) Mental health services; (2) Medication support services; (3) Day treatment intensive; (4) Crisis intervention; (b) Targeted Case Management; (c) Psychiatrist Services;

Note: Authority cited: Section 14680, Welfare and Institutions Code. Reference: Sections 5777, 14021.3, 14021.4, 14132 and 14684, Welfare and Institutions Code.

- C. 1810.204. Assessment** "Assessment" means a service activity designed to evaluate the current status of a beneficiary's mental, emotional, or behavioral health. Assessment includes but is not limited to one or more of the following: mental status determination, analysis of the beneficiary's clinical history; analysis of relevant cultural issues and history; diagnosis; and the use of testing procedures.

Note: Authority cited: Section 14680, Welfare and Institutions Code. Reference: Sections 5777, 14021.4 and 14684, Welfare and Institutions Code.

- D. 1810.206. Collateral** "Collateral" means a service activity to a significant support person in a beneficiary's life for the purpose of meeting the needs of the beneficiary in terms of achieving the goals of the beneficiary's client plan. Collateral may include but is not limited to consultation and training of the significant support person(s) to assist in better utilization of specialty mental health services by the beneficiary, consultation and training of the significant support person(s) to assist in better understanding of mental illness, and family counseling with the significant support person(s). The beneficiary may or may not be present for this service activity.

Note: Authority cited: Section 14680, Welfare and Institutions Code. Reference: Sections 5777, 14021.4 and 14684, Welfare and Institutions Code.

- E. 1810.209. Crisis Intervention** "Crisis Intervention" means a service to or on behalf of a beneficiary for a condition that requires more timely response than a regularly scheduled visit. Service activities include but are not limited to one or more of the following: assessment, collateral and therapy. Crisis intervention is distinguished from crisis stabilization by being delivered by providers who do not meet the crisis stabilization contact, site, and staffing requirements described in Sections 1840.338 and 1840.348.

Note: Authority cited: Section 14680, Welfare and Institutions Code. Reference: Sections 5777, 14021.4 and 14684, Welfare and Institutions Code.

- F. 1810.232. Plan Development** "Plan Development" means a service activity that consists of development of client plans, approval of client plans, and/or monitoring of a

beneficiary's progress.

Note: Authority cited: Section 14680, Welfare and Institutions Code. Reference: Sections 5777, 14021.4 and 14684, Welfare and Institutions Code.

- G.** 1810.243. Rehabilitation "Rehabilitation" means a service activity which includes, but is not limited to assistance in improving, maintaining, or restoring a beneficiary's or group of beneficiaries' functional skills, daily living skills, social and leisure skills, grooming and personal hygiene skills, meal preparation skills, and support resources; and/or medication education.

Note: Authority cited: Section 14680, Welfare and Institutions Code. Reference: Sections 5777, 14021.4 and 14684, Welfare and Institutions Code.

- H.** 1810.249. Targeted Case Management "Targeted Case Management" means services that assist a beneficiary to access needed medical, educational, social, prevocational, vocational, rehabilitative, or other community services. The service activities may include, but are not limited to, communication, coordination, and referral; monitoring service delivery to ensure beneficiary access to service and the service delivery system; monitoring of the beneficiary's progress; placement services; and plan development.

Note: Authority cited: Section 14680, Welfare and Institutions Code. Reference: Sections 5777, 14021.3 and 14684, Welfare and Institutions Code.

- I.** 1810.250. Therapy "Therapy" means a service activity that is a therapeutic intervention that focuses primarily on symptom reduction as a means to improve functional impairments. Therapy may be delivered to an individual or group of beneficiaries and may include family therapy at which the beneficiary is present.

Note: Authority cited: Section 14680, Welfare and Institutions Code: Sections 5777, 14021.4 and 14684, Welfare and Institutions Code.

EXHIBIT B - FEE SCHEDULE

Funding provided under this Agreement shall be allocated contingent upon available State monies through MHSA program plan funding and SAMHSA and shall be provided to the Contractor upon receipt of monthly invoices in the fiscal year for which it is allocated.

Contractor will provide a monthly invoice to PCBH for direct services under separate description and line item for both federal SAMHSA-funded jail-based therapeutic services and for MHSA-funded direct therapeutic services and housing and supportive services through the FSP program. *Federal Financial Participation (FFP)* will be reimbursed to MHSA for Medi-Cal billable direct services based on the Contractor's interim rate for actual costs.

MHSA, SAMHSA and HMIOT Funding:

19-20 Funding Source	Amount up to:
MHSA Community Services and Supports FSP Program	\$479,000.00
SAMHSA Mental Health Block Grant - Jail-Based Services	\$57,000.00
HMIOT (SB 840)	\$100,000.00
Total	\$636,000.00

a. FSP and HMIOT Programs

For FSP therapeutic, housing, and supportive services, Contractor will bill a monthly bundled rate of \$6,800.00 per participant. This reflects an array of "whatever it takes" therapeutic and case management services, including but not limited to tracking medication supply and availability, psychiatric and therapy appointments, attorney, probation, and/or court obligations, and medical treatment coordination. Staff to participant ratio is 1:5 in accordance with need for heightened participant monitoring.

In some cases, participants who may have difficulty transitioning to an EA therapist may continue to receive therapy from the existing PCBH provider until such time as a transition is suitable. In such cases, the fee for bundled care shall be reduced by \$600 per month, from \$6,800.00 to \$6,200.00.

In a manner and form determined by Plumas County Behavioral Health based on state reporting requirements, Contractor shall report on program outcomes to the Department on a quarterly basis, and no later than July 31 of each program year, that the Contractor has satisfactorily completed deliverables and services described in the Scope of Work set forth in Exhibit A.

b. Jail-Based Services

Billing for comprehensive jail-based therapeutic services provided to mentally ill offenders and delivered at the Plumas County Jail, at the direction of PCBH, will be separately

delineated in the invoice at a flat monthly rate of \$4,538.00 for a minimum of half-time work (20 hours per week), or proportionately more if additional time is requested by PCBH.

INVOICING AND PAYMENT:

- A. For services satisfactorily rendered, and upon receipt and approval of the monthly invoice(s), the County of Plumas agrees to compensate the Contractor for the amounts delineated in this fee schedule within thirty (30) days of receipt.
- B. Invoice(s) Shall:
 - a) Include backup documentation to support the invoice.
 - b) Bear the Contractor's 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 21. Notice Addresses.

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

D. Fee Structure:


This fee structure is based on Contractor's projected operating costs for Medi-Cal reimbursable direct therapeutic and case management services, as well as, for housing, basic needs, ancillary service costs, transportation, and administration of the program.

PLUMAS COUNTY BEHAVIORAL HEALTH SERVICES

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



Tony Hobson Ph.D., Director

DATE: November 5, 2019
TO: Honorable Board of Supervisors
FROM: Tony Hobson Ph.D., Behavioral Health Director 
SUBJECT: Consent Agenda

Recommendation

It is respectfully requested that the Board of Supervisors approve and authorize payment to Ryan R. Courdy MD for Psychiatry fees, in the amount of \$ 1,650.00.

BACKGROUND AND DISCUSSION:

This charge of \$1,650.00 is for a medical inpatient mental health stay. Behavioral Health does not have a contract with Dr. Ryan R. Courdy who works out of the Sutter Center for Psychiatry Facility.

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

RECEIVED

PLUMAS COUNTY MENTAL HEALTH
270 COUNTY HOSPITAL RD 109
ATTN: BIANCA HARRISON
QUINCY CA 95971

HEALTH INSURANCE CLAIM FORM

APPROVED BY NATIONAL UNIFORM CLAIM COMMITTEE (NUCC) 02/12

PLUMAS COUNTY
MENTAL HEALTH

PICA

1. MEDICARE <input type="checkbox"/> MEDICAID <input checked="" type="checkbox"/> TRICARE <input type="checkbox"/> CHAMPVA <input type="checkbox"/> GROUP HEALTH PLAN <input type="checkbox"/> FECA BLK LUNG <input type="checkbox"/> OTHER <input type="checkbox"/>		1a. INSURED'S I.D. NUMBER (For Program in item 1) 90947719E	
2. PATIENT'S NAME (Last Name, First Name, Middle Initial)		3. PATIENT'S BIRTH DATE SEX	
5. PATIENT'S ADDRESS (No., Street)		7. INSURED'S ADDRESS (No., Street)	
CITY		CITY	
STATE CA		STATE	
ZIP CODE		ZIP CODE	
TELEPHONE (Include Area Code)		TELEPHONE (Include Area Code)	
9. OTHER INSURED'S NAME (Last Name, First Name, Middle Initial)		10. IS PATIENT'S CONDITION RELATED TO:	
a. OTHER INSURED'S POLICY OR GROUP NUMBER		a. EMPLOYMENT? (Current or Previous) <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	
b. RESERVED FOR NUCC USE		b. AUTO ACCIDENT? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	
c. RESERVED FOR NUCC USE		c. OTHER ACCIDENT? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO	
4. INSURANCE PLAN NAME OR PROGRAM NAME		11. INSURED'S POLICY GROUP OR FECA NUMBER	
12. PATIENT'S OR AUTHORIZED PERSON'S SIGNATURE: I authorize the release of any medical or other information necessary to process this claim. I also request payment of government benefits either to myself or to the party who accepts assignment below.		13. INSURED'S OR AUTHORIZED PERSON'S SIGNATURE: I authorize payment of medical benefits to the undersigned physician or supplier for services described below.	
SIGNED SIGNATURE ON FILE DATE 06/06/19		SIGNED SIGNATURE ON FILE	
14. DATE OF CURRENT ILLNESS, INJURY, or PREGNANCY (LMP) MM DD YY QUAL		15. OTHER DATE MM DD YY QUAL	
17. NAME OF REFERRING PROVIDER OR OTHER SOURCE		18. HOSPITALIZATION DATES RELATED TO CURRENT SERVICES FROM MM DD YY TO MM DD YY	
19. ADDITIONAL CLAIM INFORMATION (Designated by NUCC)		20. OUTSIDE LAB? <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO \$ CHARGES	
21. DIAGNOSIS OR NATURE OF ILLNESS OR INJURY. Relate A-L to service line below (24E) A. F329 B. C. D. E. F. G. H. I. J. K. L.		22. RESUBMISSION CODE ORIGINAL REF. NO.	
23. PRIOR AUTHORIZATION NUMBER 89324024455			
24. A. DATE(S) OF SERVICE From MM DD YY To MM DD YY		B. PLACE OF SERVICE C. EMG D. PROCEDURES, SERVICES, OR SUPPLIES (Explain Unusual Circumstances) E. DIAGNOSIS POINTER F. \$ CHARGES G. DAYS OR UNITS H. EPSDT Family Plan I. ID. QUAL J. RENDERING PROVIDER ID. #	
1 06 07 19 06 07 19 51 99223 A 400.00 1 NPI 1265507644			
2 06 08 19 06 08 19 51 99233 A 300.00 1 NPI 1265507644			
3 06 09 19 06 09 19 51 99233 A 300.00 1 NPI 1265507644			
4 06 10 19 06 10 19 51 99233 A 300.00 1 NPI 1265507644			
5 06 11 19 06 11 19 51 99239 A 350.00 1 NPI 1265507644			
6			
25. FEDERAL TAX ID NUMBER 39N EIN 823826149 <input checked="" type="checkbox"/>		26. PATIENT'S ACCOUNT NO. MILSA000 2658	
27. ACCEPT ASSIGNMENT? (For govt. claims, see back) <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO		28. TOTAL CHARGE 165000	
29. AMOUNT PAID		30. Paid for NUCC use	
31. SIGNATURE OF PHYSICIAN OR SUPPLIER INCLUDING DEGREE OR CREDENTIALS. I certify that no statements on the reverse apply to this bill and are made a part thereof.		32. SERVICE FACILITY LOCATION INFORMATION SUTTER CENTER FOR PSYCHIAITRY 7700 FOLSOM BLVD SACRAMENTO CA 95826	
33. BILLING PROVIDER INFO & PH # 530 8875425 RYAN R COURDY MD P O BOX 19231 SACRAMENTO CA 958190231			
SIGNED 06/06/19 DATE		1265507644	

PLUMAS COUNTY BEHAVIORAL HEALTH SERVICES

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

Tony Hobson, Ph.D., Director



DATE: November 5, 2019
TO: Honorable Board of Supervisors
FROM: Tony Hobson, Behavioral Health Director
SUBJECT: Master Fee Schedule FY 2019/2020

Recommendation

Approve the attached Master Fee Schedule for Mental Health services for FY 2019/2020.

Background and Discussion

The State Department of Mental Health (DMH) in 1998 set forth guidelines for uniform patient fee schedules for community mental health services. Plumas County Behavioral Health reviewed and adjusted the rates for patient fees in the 2018/2019 fiscal year derived from the settled cost report which was based on 2015/2016 expenses. Since October 2018, the cost reports for 2016/2017 and 2017/2018 have been settled. Based on the cost for those years and the unsettled cost report for 2018/2019 it is necessary to adjust and increase the fee schedule for 2019/2020.

It is respectfully recommended these new attached rates (Exhibit A) are approved by the Board to properly align with the rates reported on Behavioral Health's last two (2) submitted cost reports to the State.

EXHIBIT A

PLUMAS COUNTY BEHAVIORAL HEALTH Medi-Cal, Insurance & Client Fee Schedule Effective November 5, 2019

MODE OF SERVICE/ SERVICE FUNCTION	SERVICE DESCRIPTION	RATES FOR CHILD/ADULT/OLDER ADULTS
OUTPATIENT SERVICES		
15/1510	Collateral Services	\$6.13/staff minute
15/1530	Assessment (Including Psychiatric Evaluation)	\$6.13/staff minute
15/1540	Individual Therapy	\$6.13/staff minute
15/1558	Therapeutic Behavioral Services	\$6.13/staff minute
15/1550	Group Therapy	\$6.13/staff minute
15/1560	Medication Support	\$9.05/staff minute
15/1570	Crisis Intervention	\$7.13/staff minute
CASE MANGEMENT BROKERAGE SERVICES		
15/1501	Case Management Brokerage	\$9.06/staff minute
ACUTE HOSPITAL INPATIENTS SERVICES (24-hour)		
05/10	Hospital Inpatient	\$1624.58 Client Day
05/19	Hospital Administrative Day Per: MHSUDS INFO NOTICE NO: 16-062	\$560.71 Client Day
UNIFORM FEE SCHEDULE		
	Sliding Scale	\$37-\$600
Tony Hobson, Ph.D. Behavioral Health Director		

DETAIL COST REPORT

ALLOCATION OF COSTS TO SERVICEFUNCTIONS - MODE TOTAL

MH1966 (Rev. 04/2018)

County: PLUMAS
County Code: 32

CR CR CR CR

Legal Entity: PLUMAS COUNTY BHS		A		B		C		D		E		F		G		H		I	
Legal Entity Number: 00032	Mode: 15 - Outpatient Services (Program 1)	Non-Hospital Mode Total		Hospital Mode Total		Mode Total		Service Function		Service Function		Service Function		Service Function		Service Function		Service Function	
1	Allocation Percentage							01		30		60		70					
2	Total Units	100.00%				100.00%		2.40%		76.29%		14.76%		6.56%					
3	Gross Cost	5,624,230				5,624,230		17,436		565,427		91,145		48,965					
4	Cost per Unit							7.73		7.59		9.11		7.54					
5	Published Charge per Unit							4.38		4.30		5.16		4.27					
6	Medi-Cal Units																		
7	Medicare/Medi-Cal Crossover Units	07/01/17 - 06/30/18						8,937		334,887		54,940		21,728					
8	Enhanced SD/MC (Children) Units E2, E4, E5	07/01/17 - 06/30/18								12,517		13,708		406					
9	Enhanced SD/MC (Children) Units	07/01/17 - 06/30/18						449		44,018		415		1,456					
10	Enhanced SD/MC (BCCTP) Units	07/01/17 - 06/30/18																	
11	Enhanced SD/MC Pregnancy Units	07/01/17 - 06/30/18																	
12	Enhanced SD/MC (Refugees) Units	07/01/17 - 06/30/18																	
13	Affordable Care Act Units	07/01/17 - 12/31/17						2,378		81,171		9,970		1,696					
14	Affordable Care Act Units	07/01/18 - 06/30/18						1,724		45,017		9,557		6,221					
15	Medical for all Children (SB75) Units	07/01/17 - 06/30/18																	
16	Medi-Cal Access Program (MCAP)	07/01/17 - 06/30/18																	
17	Non-Medi-Cal Units	07/01/17 - 06/30/18						3,948		47,817		2,555		17,459					
18	Medi-Cal Costs	07/01/17 - 06/30/18				3,274,247		69,077		2,541,173		500,272		163,725					
19	Medi-Cal Published Charges	07/01/17 - 06/30/18				1,855,427		39,144		1,440,014		283,490		92,779					
20	Medicare/Medi-Cal Crossover Costs	07/01/17 - 06/30/18				222,862				94,981		124,822		3,059					
21	Medicare/Medi-Cal Crossover Published Charges	07/01/17 - 06/30/18				126,290				53,823		70,733		1,734					
22	Enhanced SD/MC (Children) Costs E2, E4, E5	07/01/17 - 06/30/18																	
23	Enhanced SD/MC (Children) Published Charges E2, E4, E5	07/01/17 - 06/30/18				352,236		3,470		334,015		3,779		10,971					
24	Enhanced SD/MC (Children) Costs	07/01/17 - 06/30/18																	
25	Enhanced SD/MC (Children) Published Charges	07/01/17 - 06/30/18				199,603		1,967		189,277		2,141		6,217					
26	Enhanced SD/MC (BCCTP) Costs	07/01/17 - 06/30/18																	
27	Enhanced SD/MC (BCCTP) Published Charges	07/01/17 - 06/30/18																	
28	Enhanced SD/MC (Pregnancy) Costs	07/01/17 - 06/30/18																	
29	Enhanced SD/MC (Pregnancy) Published Charges	07/01/17 - 06/30/18																	
30	Enhanced SD/MC (Refugees) Costs	07/01/17 - 06/30/18																	
31	Enhanced SD/MC (Refugees) Published Charges	07/01/17 - 06/30/18																	
32	Affordable Care Act Costs	07/01/17 - 12/31/17				737,883		18,380		616,938		90,785		12,780					
33	Affordable Care Act Published Charges	07/01/17 - 12/31/17				418,138		10,416		349,035		51,445		7,242					
34	Affordable Care Act Costs	07/01/18 - 06/30/18				488,822		13,325		341,596		87,024		46,877					
35	Affordable Care Act Published Charges	07/01/18 - 06/30/18				277,002		7,551		193,573		49,314		26,564					
36	Medi-Cal for all Children (SB75) Costs	07/01/17 - 06/30/18																	
37	Medi-Cal for all Children (SB75) Published Charges	07/01/17 - 06/30/18																	
38	Medi-Cal Access Program (MCAP) Costs	07/01/17 - 06/30/18																	
39	Medi-Cal Access Program (MCAP) Published Charges	07/01/17 - 06/30/18																	
1	Non-Medi-Cal Costs	07/01/17 - 06/30/18				548,181		30,515		362,843		23,265		131,557					

DETAIL COST REPORT

ALLOCATION OF COSTS TO SERVICEFUNCTIONS - MODE TOTAL

MH1966 (Rev. 03/2017)

County: Plumas
County Code: 32

CR CR CR CR

Legal Entity: Plumas County MH		A		B		C		D		E		F		G		H		I	
Legal Entity Number: 00032	Mode: 15 - Outpatient Services (Program 1)	Non-Hospital Mode Total	Hospital Mode Total	Mode Total	Service Function 01	Service Function 30	Service Function 60	Service Function 70	Service Function	Service Function	Service Function	Service Function	Service Function	Service Function	Service Function	Service Function	Service Function	Service Function	Service Function
1	Allocation Percentage	100.00%																	
2	Total Units																		
3	Gross Cost	4,271,518			100.00%	4,271,518	155,087	3,129,984	636,395	350,052									
4	Cost per Unit				10.39	4.67	9.07	6.73											
5	Published Charge per Unit				2.20	2.68	4.95	3.98											
6	Med-Cal Units																		
7	Medicare/Med-Cal Crossover Units				6,832	418,109	35,311	28,336											
8	Enhanced SD/MC (Children) Units E2, E4, E5					9,393	13,961	102											
9	Enhanced SD/MC (Children) Units																		
10	Enhanced SD/MC (BCCIP) Units				30	57,216	1,015	1,217											
11	Enhanced SD/MC (BCCIP) Units																		
12	Enhanced SD/MC (Refugees) Units																		
13	Affordable Care Act Units																		
14	Affordable Care Act Units				858	45,660	6,128	2,295											
15	Med-Cal for all Children (SB75) Units				4,474	72,522	7,412	2,611											
16	Med-Cal Access Program (MCAP)																		
17	Non-Med-Cal Units																		
18	Med-Cal Costs																		
19	Med-Cal Published Charges	2,541,133			70,954	1,952,645	320,097	197,438											
20	Medicare/Med-Cal Crossover Charges	1,427,109			15,030	1,120,532	174,789	116,757											
21	Medicare/Med-Cal Crossover Published Charges	171,111				43,867	126,557	686											
22	Enhanced SD/MC (Children) Costs E2, E4, E5	94,686				25,173	69,107	406											
23	Enhanced SD/MC (Children) Published Charges E2, E4, E5	284,912																	
24	Enhanced SD/MC (Children) Costs	163,273																	
25	Enhanced SD/MC (Children) Published Charges				312	267,209	9,201	8,191											
26	Enhanced SD/MC (BCCIP) Costs				66	153,339	5,024	4,844											
27	Enhanced SD/MC (BCCIP) Published Charges																		
28	Enhanced SD/MC (Pregnancy) Costs																		
29	Enhanced SD/MC (Pregnancy) Published Charges																		
30	Enhanced SD/MC (Refugees) Costs																		
31	Enhanced SD/MC (Refugees) Published Charges																		
32	Affordable Care Act Costs	293,148																	
33	Affordable Care Act Published Charges	163,724			8,911	213,241	55,551	15,446											
34	Affordable Care Act Costs	469,919			1,888	122,369	30,334	9,134											
35	Affordable Care Act Published Charges	251,283			46,465	338,691	67,190	17,573											
36	Med-Cal for all Children (SB75) Costs				9,843	194,359	36,689	10,392											
37	Med-Cal for all Children (SB75) Published Charges																		
38	Med-Cal Access Program (MCAP) Costs																		
39	Med-Cal Access Program (MCAP) Published Charges																		
Non-Med-Cal Costs		511,295			28,446	314,331	57,799	110,719											

State FY 19/20 INTERIM RATES (Pleases)

General Hospital Inpatient	32	0100	H2015		1455.09	Day	7/1/2019 0:00	6/30/2020 23:59
Hospital Inpatient - Psychiatric Hospital under age 21	32	0100	H2015		1455.09	Day	7/1/2019 0:00	6/30/2020 23:59
Hospital Inpatient - Psychiatric Hospital over age 64	32	0100	H2015		1455.09	Day	7/1/2019 0:00	6/30/2020 23:59
General Hospital - Admin Day	32	0101	H0046		514.95	Day	7/1/2019 0:00	6/30/2020 23:59
Hospital Inpatient - Administrative Day - Psychiatric Hospital Under age 21	32	0101	H0046		514.95	Day	7/1/2019 0:00	6/30/2020 23:59
Hospital Inpatient - Administrative Day - Psychiatric Hospital Over age 64	32	0101	H0046		514.95	Day	7/1/2019 0:00	6/30/2020 23:59
Psychiatric Health Facility	32		H2013		723.66	Day	7/1/2019 0:00	6/30/2020 23:59
Children Crisis Residential	32		H0018		408.08	Day	7/1/2019 0:00	6/30/2020 23:59
Adult Crisis Residential (Non-Geriatric)	32		H0018		408.08	Day	7/1/2019 0:00	6/30/2020 23:59
Adult Crisis Residential (Geriatric)	32		H0018		408.08	Day	7/1/2019 0:00	6/30/2020 23:59
Adult Residential (Non-Geriatric)	32		H0019		199.04	Day	7/1/2019 0:00	6/30/2020 23:59
Adult Residential (Geriatric)	32		H0019		199.04	Day	7/1/2019 0:00	6/30/2020 23:59
Crisis Stabilization - ER	32		S9484		126.69	Hour	7/1/2019 0:00	6/30/2020 23:59
Crisis Stabilization - UC	32		S9484		126.69	Hour	7/1/2019 0:00	6/30/2020 23:59
Day Treatment Intensive (Half & Full Day)	32		H2012		193.13	Hour (use Flat Half Day rate for units = 3 and < 4)	7/1/2019 0:00	6/30/2020 23:59
Day Rehabilitation (Half & Full Day)	32		H2012		112.87	Hour (use Flat Half Day rate for units = 3 and < 4)	7/1/2019 0:00	6/30/2020 23:59
Therapeutic Foster Care	32		S5145		87.40	Day	7/1/2019 0:00	6/30/2020 23:59
Therapeutic Foster Care	32		S5145		87.40	Day	7/1/2019 0:00	6/30/2020 23:59
Therapeutic Foster Care	32		S5145		87.40	Day	7/1/2019 0:00	6/30/2020 23:59
Therapeutic Foster Care	32		S5145		87.40	Day	7/1/2019 0:00	6/30/2020 23:59
Linkage(CM)/ Brokerage	32		T1017	11.28	169.20	15 minutes (Bill in one-minute increments)	7/1/2019 0:00	6/30/2020 23:59
Linkage(CM)/ Brokerage	32		T1017	11.28	169.20	15 minutes (Bill in one-minute increments)	7/1/2019 0:00	6/30/2020 23:59
Linkage(CM)/ Brokerage	32		T1017	11.28	169.20	15 minutes (Bill in one-minute increments)	7/1/2019 0:00	6/30/2020 23:59
Linkage(CM)/ Brokerage	32		T1017	11.28	169.20	15 minutes (Bill in one-minute increments)	7/1/2019 0:00	6/30/2020 23:59
Intensive Care Coordination (ICC)	32		T1017	11.28	169.20	15 minutes (Bill in one-minute increments)	7/1/2019 0:00	6/30/2020 23:59
Intensive Care Coordination (ICC)	32		T1017	11.28	169.20	15 minutes (Bill in one-minute increments)	7/1/2019 0:00	6/30/2020 23:59
Intensive Care Coordination (ICC)	32		T1017	11.28	169.20	15 minutes (Bill in one-minute increments)	7/1/2019 0:00	6/30/2020 23:59
Intensive Care Coordination (ICC)	32		T1017	11.28	169.20	15 minutes (Bill in one-minute increments)	7/1/2019 0:00	6/30/2020 23:59
CFT (Non-ICC Related)	32		T1017	11.28	169.20	15 minutes (Bill in one-minute increments)	7/1/2019 0:00	6/30/2020 23:59
CFT (Non-ICC Related)	32		T1017	11.28	169.20	15 minutes (Bill in one-minute increments)	7/1/2019 0:00	6/30/2020 23:59
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STRTP Assessments	32		H2015	5.07	76.05	15 minutes (Bill in one-minute increments)	7/1/2019 0:00	6/30/2020 23:59
STRTP Assessments	32		H2015	5.07	76.05	15 minutes (Bill in one-minute increments)	7/1/2019 0:00	6/30/2020 23:59
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STRTP Assessments	32		H2015	5.07	76.05	15 minutes (Bill in one-minute increments)	7/1/2019 0:00	6/30/2020 23:59
Intensive Home-Based Services (IHBS)	32		H2015	5.07	76.05	15 minutes (Bill in one-minute increments)	7/1/2019 0:00	6/30/2020 23:59
Intensive Home-Based Services (IHBS)	32		H2015	5.07	76.05	15 minutes (Bill in one-minute increments)	7/1/2019 0:00	6/30/2020 23:59
Intensive Home-Based Services (IHBS)	32		H2015	5.07	76.05	15 minutes (Bill in one-minute increments)	7/1/2019 0:00	6/30/2020 23:59

[illegible]

**PLUMAS COUNTY BEHAVIORAL HEALTH
Cost Comparison - Patient Fee Billing Rates**

SERVICE	RATES FOR		Increase to Rates	Actual minutes/units		Possible Increase	
	CHILD/ADULT/OLDER ADULTS	RATES FOR CHILD/ADULT/OLDER ADULTS		Medi-Cal Private Pay Medi-Medi No Jail	19/20 17/18 565,427	19/20 17/18 565,427	Units billed @ \$6.13
OUTPATIENT SERVICES	New Rates 19/20	Kings/View Rates 18/19					
ALL HEALTH SERVICES INCLUDING:	\$6.13/staff minute	\$4.30/staff minute	\$1.83/staff minute	Units billed @ \$4.30	Units billed @ \$6.13		
Collateral Services				91,145	91,145		
Assessment (Including Psychiatric Evaluation)				Unit billed @ \$5.16	Units billed @ \$5.16		
Individual Therapy				48,966	48,966		
Therapeutic Behavioral Services				Unit billed @ \$4.27	Unit billed @ \$7.13		
Group Therapy							
MEDICATION SUPPORT	\$9.05/staff minute	\$5.16/staff minute	\$3.89/staff minute	\$470,308.20	\$824,862.25		
CRISIS INTERVENTION	\$7.13/staff minute	\$4.27/staff minute	\$2.86/staff minute	\$209,084.82	\$349,127.58		
MANAGEMENT BROKERAGE SERVICES	\$9.06/staff minute	\$4.38/staff minute	\$4.68/staff minute	\$76,369.68	\$157,970.16		
Total \$ of billed minutes				\$3,187,128.80	\$4,798,027.50		
50% possible reimbursement				\$1,593,564.40	\$2,399,013.75		
Difference							\$805,449.35

PLUMAS COUNTY TRANSPORTATION COMMISSION

1834 East Main Street, Quincy CA 95971 – Phone (530) 283-6268 Facsimile (530) 283-6323
Robert A. Perreault Jr., Interim Executive Director



2B

AGENDA REQUEST

for the November 5, 2019 Meeting of the Plumas County Board of Supervisors

Date: October 28, 2019

To: Honorable Board of Supervisors

From: Robert Perreault, Director of Public Works

A handwritten signature in black ink, reading "Robert A. Perreault".

Subject: Adoption of a Resolution adopting the Plumas County Active Transportation Program – 2018 Pedestrian Bicycle Plan.

Background:

The Plumas County Department of Public Works, in its capacity as staff to the Plumas County Transportation Commission, was awarded a Caltrans Sustainable Communities Grant in September 2015 for the preparation of a Countywide Non-Motorized Transportation Plan, known now as the 2018 Plumas Active Transportation Program - Pedestrian/Bicycle Plan. The Plumas County Transportation Commission adopted the plan on January 22, 2018, by a vote of 4-0.

The goal of the Plan is to guide the development and implementation of pedestrian and bicycle related projects to improve the county's walking and bicycling environment into the future, and to maintain the County's eligibility for local, state and federal funding of bicycle and pedestrian improvements.

The Plan is divided into 6 chapters:

1. Project Area Setting
2. Existing Conditions
3. Vision, Goals and Objectives
4. Needs Analysis
5. Project and Program Recommendations
6. Implementation

An overview of these chapters is described below:

The Project Area Setting chapter describes land use, demographics, travel patterns, and the County transportation network with respect to roads, rail, transit, bicycles and pedestrians.

The Existing Conditions chapter provides an overview of existing walking and biking conditions based on team facilities meetings and field surveys. Existing conditions are divided generally by community with some areas including broader geographic areas. Maps depicting the existing conditions by community are included in the plan.

The Vision, Goals and Objectives chapter provides a walking and biking vision for Plumas County with specific Goals, Objectives and Strategies, which were developed, based on input from the community, the Public Works Department and other agency staff.

The Needs Analysis chapter identifies walking and biking infrastructure needs. The needs analysis is based on community input, collision data, and Alta Planning + Design's Bicycle and Pedestrian Suitability Index.

Community input utilized multiple rounds of community workshops conducted throughout the County and the City of Portola, and on-line surveys. Workshops were held in Chester, Greenville, Quincy, LaPorte, Graeagle and Portola. Extensive coordination occurred with several identified stakeholders including but not limited to, all school site leaders, the California Department of Transportation (Caltrans), Chambers of Commerce, and the California Highway Patrol.

The Project and Program Recommendations chapter provides a listing of County-wide project recommendations including 1) Bicycle Wayfinding, 2) Bicycle Parking, 3) General Bicycle Projects (describing general types of bicycle pathways), 4) Pedestrian Projects, 5) Spot Improvements, 6) Complete Streets Projects, and 7) Bicycle and Pedestrian Program recommendations which focus on outreach to school-aged children.

The Implementation chapter provides a listing of proposed projects organized by community and provides evaluation criteria for scoring projects. Appendix F includes a listing of each project recommendation including extents and project cost estimate. Appendix E includes a listing of Safe Routes to School Projects.

The 2018 Pedestrian/Bicycle Plan is a living document that will be reviewed and updated every five years or as needed.

Recommendation by Public Works:

It is respectfully recommended that the Board of Supervisors approve the attached resolution adopting the Plumas County Active Transportation Program – 2018 Pedestrian Bicycle Plan and find that the 2035 General Plan Circulation Element Implementation Measure “1” has been satisfied.

RESOLUTION NO. 19- _____

**A RESOLUTION OF THE PLUMAS COUNTY BOARD OF SUPERVISORS
ADOPTING THE
PLUMAS COUNTY ACTIVE TRANSPORTATION PROGRAM
2018 PEDESTRIAN/BICYCLE PLAN**

WHEREAS, the Plumas County Department of Public Works, in its capacity as staff to the Plumas County Transportation Commission, was awarded a Sustainable Communities Grant in September 2015 for the preparation of a Countywide Non-Motorized Transportation Plan, known as the 2018 Plumas County Pedestrian/Bicycle Plan; and

WHEREAS, the 2018 Pedestrian/Bicycle Plan is the culmination of multiple rounds of community meetings conducted throughout the County and the City of Portola in which extensive public and stakeholder input was received; and

WHEREAS, Development of the 2018 Pedestrian/Bicycle Plan was undertaken with extensive coordination and partnership with the California Department of Transportation (Caltrans) and the California Highway Patrol (CHP); and

WHEREAS, through this community input, the goals of the 2018 Pedestrian/Bicycle Plan were drafted to guide the development and implementation of projects to improve the county's walking and bicycling environment into the future; and

WHEREAS, the 2018 Pedestrian/Bicycle Plan, provides a foundation for recommendations and implementation strategies through the Plan's Goals, Objectives and Strategies; and

WHEREAS, the 2018 Pedestrian/Bicycle Plan Goals, Objectives and Strategies are internally consistent with the goals, objectives and policies of the Plumas County Regional Transportation Plan and the Plumas County General Plan; and

WHEREAS, the 2018 Pedestrian/Bicycle Plan maintains the County's eligibility for local, state and federal funding of bicycle and pedestrian improvements; and

WHEREAS, the 2018 Pedestrian/Bicycle Plan is a living document that will be reviewed and updated every three years or as needed; and

WHEREAS, the 2035 General Plan Circulation Element Implementation Measure "1" directs the Plumas County Transportation Commission to complete and adopt an updated Bicycle Transportation Plan and Pedestrian Transportation Plan; and

WHEREAS, the Plumas County Transportation Commission, on January 22, 2018, adopted the 2018 Pedestrian/Bicycle Plan by a vote of 4-0; and

WHEREAS, the 2018 Pedestrian/Bicycle Plan is statutorily exempt from CEQA under Section 15262 of the State CEQA Guidelines as the Plan is a study that includes potential future projects which the County has not approved, adopted or funded. Future projects identified in the Plan will be evaluated for potential environmental impacts if and when funding becomes available and approval is granted.

NOW, THEREFORE, BE IT RESOLVED that the Plumas County Board of Supervisors hereby adopts the Plumas County Active Transportation Program – 2018 Pedestrian/Bicycle Plan and finds that the 2035 General Plan Circulation Element Implementation Measure “1” has been satisfied.

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 held on the 5th day of November, 2019, by the following vote:

Ayes:

Noes:

Absent:

Abstain:

Chairperson, Board of Supervisors

Attest:

Clerk of the Board of Supervisors

2017 SECURE RURAL SCHOOLS AND COMMUNITY SELF-DETERMINATION ACT OF 2000 (SRS): TITLE III

On November 05, 2019 at 10:15 a.m. in the Chambers of the Plumas County Board of Supervisors, located at 520 Main St., Room 308 Quincy, CA, the Plumas County Board of Supervisors will finalize its approval of the following projects tentatively approved on September 3, 2019

<u>APPLICANT</u>	<u>CATEGORY/PROJECT</u>	<u>AMOUNT REQUESTED</u>	-
Plumas County Sheriff OES Radio Tower and Vault Project Public Safety Communications Infrastructure Development and Upgrades	II	\$ 77,698	
Plumas County Sheriff Search & Rescue Related Activities	II	\$ 50,000	
Plumas County Wildfire Prevention	I/II/III	\$ 65,000	

Category I

Carry out activities under the Firewise Communities program to provide to homeowners in fire-sensitive ecosystems education on, and assistance with implementing techniques in home siting, home construction, and home landscaping that can increase the protection of people and property from wildfires

Category II

Reimburse the participating county for search and rescue and other emergency services, including firefighting, that are (a) performed on Federal land after the date on which the use was approved or (b) paid for by the participating county

Category III

Develop community wildfire protection plans in coordination with the Secretary of Agriculture

Publication: FRB September 11, 2019

3A



BOARD OF SUPERVISORS

VACANT, DISTRICT 1
KEVIN GOSS, DISTRICT 2
SHARON THRALL, DISTRICT 3
LORI SIMPSON, DISTRICT 4
JEFF ENGEL, DISTRICT 5

October 21, 2019

California Department of Water Resources
Sustainable Groundwater Management Grant Program
1416 9th Street
Sacramento, CA 95814

Re: Letter in Support of Sierra Valley Groundwater Management District application for
Sustainable Groundwater Management (SGM) Grant, Round 3 SGM Planning

To whom it may concern:

Plumas County strongly supports of the Sierra Valley Groundwater Management District (SVGMD) application for Round 3 Program Funding as this funding is critical to achieving sustainable groundwater management in the Sierra Valley Groundwater Basin (5-12.01).

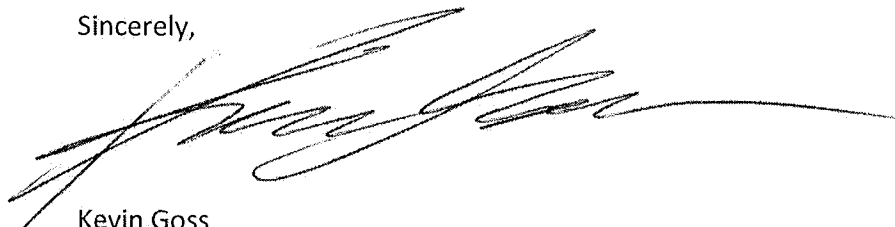
Plumas County—the Groundwater Sustainability Agency (GSA) for a small portion of the Sierra Valley Groundwater Basin that is outside of the SVMGD's jurisdictional GSA boundary—has executed a Memorandum of Understanding (enclosed herein) with the SVGMD that memorializes our commitment and intent to collaboratively develop one Sierra Valley Groundwater Sustainability Plan (SV GSP) that encompasses the SVGMD and Plumas County GSA areas and that includes the water management perspectives and priorities of local land and water owners and managers, interested citizens and public members, and federal and tribal entities.

In recognition of the passage of the Sustainable Groundwater Management Act (SGMA) in 2014 and the State of California's requirement for a Groundwater Sustainability Plan (GSP) to be completed for the Basin by January 31, 2022, Plumas County actively supports the SVGMD in the development of this SV GSP grant application and in achieving our shared goal of developing and implementing a GSP in order to achieve groundwater sustainability in the Basin in accordance with SGMA. Sierra Valley is sparsely populated (< 2200 per the 2010 Census), and the entire basin has Disadvantaged Community (DAC) status, with two census tracts covering the entire Sierra Valley basin at 66% and 70% of California's Median Household Income.

Plumas County has a long-term and cooperative relationship with the SVGMD and knows from decades of working together on sustainable water and land management in the Sierra Valley, that adequate funding for developing the SV GSP is an essential part of enabling the SVGMD to implement an effective and economically sustainable groundwater management program that is supported by SGMA beneficial users; stakeholders; and local, tribal, and federal governments. DWR grant funding will offer critical support to develop a legally defensible GSP, while building important infrastructure and capacity for ongoing monitoring and management efforts by the SVGMD.

Plumas County has provided staff support for the development of this application and commits to continue to be an active partner with the SVGMD throughout the SGMA planning process. Plumas County encourages the Sustainable Groundwater Management Grant Program to award funding to the Sierra Valley Groundwater Management District. We are happy to further discuss this application and the unique challenges that face Sierra Valley. Please contact the Plumas County Planning Director, Tracey Ferguson, AICP, at traceyferguson@countyofplumas.com or (530) 283-6214.

Sincerely,



Kevin Goss
Plumas County Supervisor, District 2

Enclosed: Memorandum of Understanding between Parties in the Sierra Valley
Groundwater Basin as Related to the Sustainable Groundwater Management Act

cc: Sharon Thrall, Plumas County Supervisor, District 3
Lori Simpson, Plumas County Supervisor, District 4
Jeff Engel, Plumas County Supervisor, District 5

MEMORANDUM OF UNDERSTANDING BETWEEN PARTIES IN THE SIERRA
VALLEY GROUNDWATER BASIN AS RELATED TO THE SUSTAINABLE
GROUNDWATER MANAGEMENT ACT.

THIS MEMORANDUM OF UNDERSTANDING (MOU) is made and entered into on January 8, 2019 by and between the County of Plumas ("County" herein) and the Sierra Valley Groundwater Management District ("District" herein), each a "Party" and collectively the "Parties").

WHEREAS, on September 16, 2014, Governor Jerry Brown signed into law Senate Bills 1168 and 1139 and Assembly Bill 1739 known collectively as the Sustainable Groundwater Management Act ("SGMA"); and

WHEREAS, the purpose of SGMA is to create a comprehensive management system in California by creating a structure to manage groundwater at the local level, while providing authority to the State to oversee and regulate, if necessary, the local groundwater management system; and

WHEREAS, SGMA empowers and requires local agencies to develop and adopt Groundwater Sustainability Plans ("GSP") that are tailored to the resources and needs of their communities, provide a buffer against drought and contribute to reliable water supply for the future; and

WHEREAS, Water Code Section 10723.6 authorizes a combination of local agencies overlying a groundwater basin to elect to become a Groundwater Sustainability Agency ("GSA") by using a memorandum of agreement or other agreement; and

WHEREAS, the Department of Water Resources (DWR) granted the Sierra Valley Groundwater Management District GSA authority over the portion of Sierra Valley Groundwater Basin within the District's boundaries on 4-1-2017; and

WHEREAS, the Department of Water Resources (DWR) granted Plumas County GSA authority over portions of the Sierra Valley Groundwater Basin outside of the District boundary and within Plumas County on 4-14-2017; and

NOW THEREFORE, incorporating the above recitals herein it is mutually understood and agreed as follows:

1. PURPOSE. This MOU is entered into by and between the Parties to facilitate a cooperative and ongoing working relationship to develop a single Sierra Valley GSP that will allow compliance with SGMA and State law, both as amended from time to time. The primary goal of the MOU is to eliminate overlap between the GSAs and to establish a working partnership to move toward a multi-GSA agreement to cover all portions of the Sierra Valley Groundwater Basin designated in DWR Bulletin 118 and to prepare and adopt a SGMA compliant GSP prior to the January 31, 2022 deadline set under SGMA.

All Parties agree that all actions taken and/or contemplated under the GSP will be based on sound groundwater science and local expertise that will drive the development of the sustainability goals of the basin as outlined under SGMA.

2. TERM. This MOU shall remain in effect unless terminated by the mutual consent of the Parties and as allowed by State law.

3. AMENDING THE MOU. This MOU hereto may only be amended by subsequent writing, approved and signed by all Parties.

4. HOLD HARMLESS. No Party, not any officer or employees of a Party, shall be responsible for any damage or liability occurring by reason of anything done or omitted to be done by another Party in connection with this MOU.

SIERRA VALLEY
GROUNDWATER
MANAGEMENT DISTRICT

COUNTY OF PLUMAS

By: 

By: 

DATE: 2/11/19

DATE: 1/8/19

Approved as to form:


R. Craig Settlemyre
Plumas County Counsel

AGREEMENT NO. _____

3E



California State Association of Counties
1100 K Street, Suite 101
Sacramento, CA 95814
Phone (916) 327-7500
Facsimile (916) 321-5047

October 17th, 2019

TO: Chairs, Boards of Supervisors

FROM: Graham Knaus, Executive Director

RE: **Selection of CSAC Board of Directors Members**

Under provisions of the CSAC Constitution, members of the Board of Directors and alternates are nominated by their respective boards of supervisors and appointed by the Executive Committee to a one-year terms of office commencing with the first day of the CSAC annual conference. This year, that will be on Tuesday, December 3rd, 2019. Any member of your Board of Supervisors is eligible for the directorship.

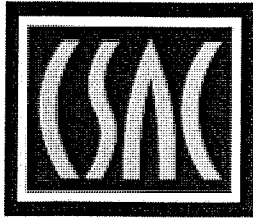
CSAC's Board of Directors holds its first meeting of each year at the association's annual conference. **Thus, it is important that your county has its newly appointed board representative at this first meeting.** Enclosed is a list of current directors, along with a form for use in notifying us of your Board's nomination.

The new Board of Directors will meet at the annual conference, first by caucus (urban, suburban, and rural) to nominate CSAC officers and Executive Committee members, and again as a full Board to elect the 2020 Executive Committee and to conduct other business. Details of these meetings will be sent to you at a later date. Please note that under the CSAC Constitution, Executive Committee members are elected from the membership of the Board of Directors.

If you have any questions or need further information, please contact Korina Jones of my staff at (916) 327-7500 x508 or by email at kjones@counties.org.

Enclosures

cc: 2019 Board of Directors
Clerks, Board of Supervisors



California State Association of Counties
1100 K Street, Suite 101
Sacramento, CA 95814
Phone (916) 327-7500
Facsimile (916) 321-5047

NOMINATION OF CSAC BOARD OF DIRECTORS MEMBER FOR YEAR 2019 – 2020

The Board of Supervisors nominates the following named Supervisor(s) to a position on the CSAC Board of Directors for the 2019 – 2020 Association year beginning Tuesday, December 3rd, 2019.

County Name:

Director:

Alternate(s):

Name of individual completing form:

Does the Board of Directors member plan to attend the CSAC Annual Conference (Dec. 3 – 6, 2019) in San Francisco, San Francisco County?

Yes:

No:

PLEASE RETURN BY NOVEMBER 13, 2019 TO:

Korina Jones
California State Association of Counties
1100 K Street, Suite 101
Sacramento, CA 95814
Email: kjones@counties.org
Fax: (916) 441-5507

CALIFORNIA STATE ASSOCIATION OF COUNTIES
Board of Directors
2019

SECTION	President:	Virginia Bass, Humboldt
U=Urban	First Vice President:	Lisa Bartlett, Orange
S=Suburban	Second Vice President:	James Gore, Sonoma
R=Rural	Immediate Past President:	Leticia Perez, Kern

SECTION	COUNTY	DIRECTOR
U	Alameda County	Keith Carson
R	Alpine County	Terry Woodrow
R	Amador County	Richard Forster
S	Butte County	Debra Lucero
R	Calaveras County	Merita Callaway
R	Colusa County	Denise Carter
U	Contra Costa County	John Gioia
R	Del Norte County	Chris Howard
R	El Dorado County	Sue Novasel
U	Fresno County	Buddy Mendes
R	Glenn County	John Viegas
R	Humboldt County	Estelle Fennell
S	Imperial County	Raymond Castillo
R	Inyo County	Jeff Griffiths
S	Kern County	Zack Scrivner
R	Kings County	Craig Pedersen
R	Lake County	Moke Simon
R	Lassen County	Chris Gallagher
U	Los Angeles County	Mark Ridley-Thomas
R	Madera County	Brett Frazier
S	Marin County	Damon Connolly
R	Mariposa County	Miles Menetrey
R	Mendocino County	Carre Brown
S	Merced County	Lee Lor
R	Modoc County	Patricia Cullins
R	Mono County	John Peters
S	Monterey County	Luis Alejo
S	Napa County	Belia Ramos
R	Nevada County	Ed Scofield
U	Orange County	Lisa Bartlett
S	Placer County	Bonnie Gore
R	Plumas County	Lori Simpson
U	Riverside County	Chuck Washington
U	Sacramento County	Susan Peters

R	San Benito County	Jamie De La Cruz
U	San Bernardino County	Janice Rutherford
U	San Diego County	Greg Cox
U	San Francisco City & County	TBA
U	San Joaquin County	Bob Elliott
S	San Luis Obispo County	Bruce Gibson
U	San Mateo County	Carole Groom
S	Santa Barbara County	Das Williams
U	Santa Clara County	Susan Ellenberg
S	Santa Cruz County	Bruce McPherson
S	Shasta County	Leonard Moty
R	Sierra County	Lee Adams
R	Siskiyou County	Ed Valenzuela
S	Solano County	Erin Hannigan
S	Sonoma County	Susan Gorin
S	Stanislaus County	Vito Chiesa
R	Sutter County	Dan Flores
R	Tehama County	Robert Williams
R	Trinity County	Judy Morris
S	Tulare County	Amy Shuklian
R	Tuolumne County	Karl Rodefer
U	Ventura County	Kelly Long
S	Yolo County	Jim Provenza
R	Yuba County	Doug Lofton

ADVISORS

Bruce Goldstein, County Counsels Association, Past President, Sonoma County

Birgitta Corsello, California Association of County Executives, President, Solano County



3E

To: RCRC Board of Directors
RCRC Board Alternates
RCRC Member County CAO's
RCRC Member County Clerks of the Board

From: Greg Norton, President & CEO

Date: October 21, 2019

Re: Designation of the 2020 RCRC Board of Directors, Delegates and Alternates - **ACTION REQUIRED**

As we're approaching the end of another year, this is a reminder that annually the Rural County Representatives of California (RCRC) requires confirmation of each member county's Delegate and Alternate to the RCRC Board of Directors. The first RCRC Board Meeting of 2020 will be held on January 15th in Sacramento. That same evening, RCRC will hold its Annual Installation of Officers and Rural Leadership Awards Reception.

To ensure we have the necessary Delegate and Alternate confirmations, once determined, please utilize the attached designation form to provide your county's election/appointment. Please forward the formal confirmation to RCRC as soon as possible. The confirmation can be sent via e-mail PDF to Maggie Chui at mchui@rcrcnet.org, or mailed to:

Rural County Representatives of California
1215 K Street, Suite 1650
Sacramento, CA 95814
Attn: Maggie Chui

Please do not hesitate to contact me if you have any questions or require additional information. Thank you for your assistance with this information.

Attachment

- RCRC Designation Form



**Designation of 2020 Delegate and Alternate Supervisors for the
Rural County Representatives of California (RCRC) Board of Directors**

Date: _____

County: _____

Delegate: Supervisor _____

Alternate: Supervisor _____

Authorization:



Golden State Finance Authority (GSFA)
1215 K Street, Suite 1650 · Sacramento, California 95814
Phone: (855) 740-8422 · Fax: (916) 444-3219 · www.gsfa-home.org

To: GSFA Board of Directors
GSFA Board Alternates
GSFA Member County CAO's
GSFA Member County Clerks of the Board

From: Greg Norton, Executive Director

Date: October 21, 2019

Re: Designation of the 2020 GSFA Board of Directors, Delegates and Alternates - **ACTION REQUIRED**

Annually the Golden State Finance Authority (GSFA) requires confirmation of each member county's Delegate and Alternate to the GSFA Board of Directors. The first GSFA Board Meeting of 2020 will be held on January 15th in Sacramento.

Upon determination, please provide confirmation of your county's election/appointment, and forward the formal confirmation to GSFA as soon as possible. The confirmation can be sent via e-mail PDF to Maggie Chui at mchui@rcrcnet.org or mailed to:

Golden State Finance Authority
1215 K Street, Suite 1650
Sacramento, CA 95814
Attn: Maggie Chui

Please do not hesitate to contact me if you have any questions or require additional information. Thank you for your assistance with this information.

Attachment

- ☐ GSFA Designation Form



Designation of 2020 Delegate and Alternate Supervisors for
Golden State Finance Authority (GSFA) Board of Directors

Date: _____

County: _____

Delegate: Supervisor _____

Alternate: Supervisor _____

Authorization:

4A



BOARD OF SUPERVISORS STAFF REPORT

TO: Honorable Board of Supervisors

FROM: Rebecca Herrin, Assistant Planning Director *rh*

MEETING DATE: November 5, 2019

SUBJECT: **PUBLIC HEARING ITEM: Proposed ordinance amending Plumas County Code Title 9 (Planning and Zoning) to establish standards for Personal cultivation of cannabis**

A public hearing notice was published in all four newspapers of general circulation in the County on October 23, 2019 (see attached as attachment #3).

RECOMMENDATIONS:

1. **Hold the public hearing on the proposed ordinance implementing procedures to establish standards for Personal cultivation of cannabis and to revise the definition of "school" to correspond with the State definition.**
2. **Waive the first reading of the ordinance.**

BACKGROUND:

Existing state law, the Medicinal and Adult-Use Cannabis Regulation and Safety Act (MAUCRSA), provides for the licensing and regulation of commercial cannabis activity, including cultivation, manufacturing, distribution, and retail sale. Jurisdictions such as cities and counties have local zoning authority over whether such commercial activities should be permitted and, if permitted, where and how the activities should be permitted.

The Board of Supervisors approved two motions at the meeting held on December 11, 2018. One motion gave direction to develop an ordinance banning the commercial cultivation of cannabis.

The other motion directed the Planning Commission to:

“...address the following cannabis-related issues:

- ***Zoning for industrial hemp;***
- ***Dispensaries and retail sales;***
- ***Delivery and distribution;***
- ***Requirements for six plants (indoor/outdoor).”***

Plumas County determined that commercial cultivation of cannabis shall not be permitted within the unincorporated areas of the County (excluding the City of Portola). The Board of Supervisors approved an ordinance banning commercial cultivation of cannabis on April 9, 2019 that went into effect on May 9, 2019 (Ordinance No. 2019-1119). This ordinance also established a separate definition for personal cultivation of cannabis.

State law allows local jurisdictions to regulate certain aspects of personal cultivation of cannabis, such as implementation of setback requirements and requirements regarding numbers of plants that can be grown outdoors or that all plants be grown indoors. Local jurisdictions cannot impose a total ban on personal cultivation of cannabis.

Staff drafted amendments to the zoning code and these ordinance changes were discussed in detail by the Planning Commission at workshops held on April 18, 2019, May 2, 2019 and May 16, 2019. The original ordinance prepared by staff addressed proposed licensing requirements for Retailer/Dispensary and Distributor, subject to full environmental review and requirement for a special use permit. Requirements for the personal cultivation of cannabis of six plants were addressed in the ordinance as well.

A noticed public hearing was held before the Planning Commission on June 20, 2019 and the hearing was continued until the meeting of July 11, 2019. At the July 11th meeting, the Commission voted 3 to 1 (one Commissioner was absent) to leave in the revised standards for the personal cultivation of cannabis but to remove any mention of Distributor and Retailer/Dispensary permits from the ordinance.

With that vote, the Planning Commission recommendation did not address amending the zoning code to allow dispensaries and retail sales, nor to allow distribution that results in delivery within the County. State law allows deliveries within the County from licensed entities operating outside the County.

Attached is a revised ordinance based on the language recommended by the Planning Commission. The fence height in the proposed ordinance has been changed to correspond with the proposed language of the ordinance discussed by the Board of Supervisors on October 15, 2019, which will amend Plumas County Code Section 9-2.407. Fences to comply with California Building Code provisions.

The proposed ordinance is designed to implement requirements and standards for personal cultivation of cannabis and includes measures for secure fencing, gates and

greenhouses, as well as for setbacks from neighboring properties and maximum allowable height of plants.

The zoning code definition of “school” is also proposed to be amended to apply to K through 12 schools and not to private schools in which education is primarily conducted in private homes. The current definition defines a school as “a place for teaching and learning”. As schools are required to obtain special use permits in all zones, this definition would appear to apply to many activities that may not rise to the level of a potentially incompatible use. The proposed definition corresponds to the state’s definition in the Medicinal and Adult-Use Cannabis Regulation and Safety Act (MAUCRSA).

The Planning Commission recommendation regarding the draft ordinance addressing zoning for industrial hemp will be brought before the Board of Supervisors within the next month.

CEQA COMPLIANCE AND DETERMINATION: This ordinance is exempt under Section 15061(b)(3) as there is no evidence to show that there will be a significant adverse impact on the environment.

ATTACHMENTS:

1. Proposed Ordinance amending Plumas County Code Title 9 (Planning and Zoning) to provide standards for Personal Cultivation of Cannabis.
2. Planning Commission Resolution 2019-5 making recommendations to the Board of Supervisors.
3. Public Hearing notice published October 23, 2019.

ORDINANCE NO. 2019-

AN ORDINANCE OF THE COUNTY OF PLUMAS, STATE OF CALIFORNIA,
IMPLEMENTING PROCEDURES TO ESTABLISH STANDARDS FOR PERSONAL CULTIVATION OF CANNABIS
BY AMENDING CERTAIN SECTIONS OF TITLE 9 (PLANNING AND ZONING) OF THE PLUMAS COUNTY CODE

The Board of Supervisors of the County of Plumas, State of California, ORDAINS as follows:

Section 1. Amendment.

Sections 9-2.267.2 "Personal cultivation of cannabis", 9-2.267.5 and 9-2.285 "School" of Article 2 of Chapter 2 of Title 9 of Chapter 2 of Title 9 of the Plumas County Code are hereby amended and adopted as set forth in Exhibit "A".

Section 2. Codification.

Section 1 of this ordinance shall be codified.

Section 3. Publication.

This ordinance shall be published, pursuant to Section 25124(b)(1) of the Government Code of the State of California, before the expiration of fifteen days after the passage of the ordinance, once, with the names of the supervisors voting for and against the ordinance, in the *Feather River Bulletin*, the *Indian Valley Record*, the *Chester Progressive*, and the *Portola Reporter*, newspapers of general circulation in the County of Plumas.

The foregoing ordinance was introduced at a regular meeting of the Board of Supervisors on

the _____ day of _____, 2019, and passed and adopted on the _____

day of _____, 2019 by the following vote:

AYES: Supervisors:

NOES: Supervisors:

ABSENT: Supervisors:

Chairman, Board of Supervisors

ATTEST:

Clerk of said Board of Supervisors

Exhibit "A"

Sec. 9-2.267.2. Personal cultivation of cannabis.

"Personal cultivation of cannabis" shall mean the personal cultivation of not more than six living cannabis plants by a person within that person's private residence, or upon the grounds of that private residence, which are located in a locked space, and are not visible by normal unaided vision from a public place. Not more than six living cannabis plants may be planted, cultivated, harvested, dried, or processed within a single private residence or upon the grounds of that private residence, at one time (Ordinance 2019-1119)

(a) Personal cultivation sites in zones that allow private residences shall be fully enclosed by a minimum six (6') foot high fence with a lockable gate. Any fence enclosing the personal cultivation site that is greater than six seven (6') (7') feet in height shall be constructed to meet the requirements of Section 9-2.407. The enclosure shall be constructed of a material and strength that reasonably prevents access by trespassers and with adequate screening to prevent the cannabis plants from being viewed.

Fencing of the property will not be required if an enclosed, lockable greenhouse is used as the cultivation site. The greenhouse shall be constructed of a material and strength that reasonably prevents access by trespassers and with adequate screening to prevent the cannabis plants from being viewed.

(b) All building code requirements for any new construction or modifications of existing structures must be met.

(c) Outdoor cultivation sites shall be located at least ten (10') feet from any side or rear property line.

(d) Secured accessory structures or greenhouses must follow all building code requirements and shall be located at least five (5') feet from side and rear property lines.

(e) Access to the cultivation site shall be controlled to reasonably prevent access by trespassers.

(f) In no instance shall any cannabis plants grown outdoors exceed the height of the fence enclosing the personal cultivation site.

~~Sec. 9-2.285. School.~~

~~"School" shall mean a place for teaching and learning.~~

Sec. 9-2.285. School.

"School" shall mean any public or private school providing instruction in kindergarten or grades 1 to 12, inclusive, but does not include any private school in which education is primarily conducted in private homes.

RESOLUTION NUMBER P. C. 2019-5

RESOLUTION RECOMMENDING TO THE BOARD OF SUPERVISORS THAT THE ORDINANCE ESTABLISHING STANDARDS FOR PERSONAL CULTIVATION OF CANNABIS BE ADOPTED AMENDING TITLE 9 OF THE PLUMAS COUNTY CODE AND THAT THE BOARD OF SUPERVISORS FIND THE ORDINANCE ADOPTION EXEMPT FROM THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) UNDER SECTION 15061(B)(3)

WHEREAS, The Board of Supervisors directed the Planning Commission to address the cannabis-related issues of dispensaries and retail sales, delivery and distribution, and requirements for the personal cultivation of six plants (indoor/outdoor) at the meeting held on December 20, 2018; and

WHEREAS, Planning staff gave a presentation to the Commission regarding these issues on January 3, 2019; and

WHEREAS, the proposed amendments to Plumas County Code Articles 2 and 4 of Chapter 2 of Title 9 were discussed by the Planning Commission at workshops held on April 18, 2019, May 2, 2019 and May 16, 2019; and

WHEREAS, the Planning Commission held a properly noticed public hearing on the proposed ordinance on June 20, 2019 and received testimony from all interested parties; and

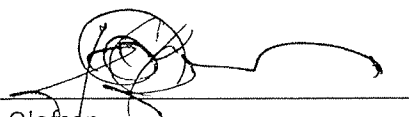
WHEREAS, the Planning Commission continued the public hearing until a special meeting held on July 11, 2019.

NOW, THEREFORE, BE IT RESOLVED, that the Planning Commission of the County of Plumas, State of California recommends that the Board of Supervisors find that the ordinance adoption is exempt from the requirements of the California Environmental Quality Act (CEQA) under Section 15061(b)(3) and adopt the proposed ordinance amending sections of Title 9 (Planning and Zoning) all as shown in Exhibit "A" attached.

The foregoing Resolution was duly passed and adopted by the Plumas County Planning Commission at a meeting held on the 11th DAY of JULY, 2019 by the following roll call vote:

AYES: Commissioners:
NOES: Commissioners:
ABSENT: Commissioners:

Said resolution to be effective as of the 11th day of July, 2019.



John Olofson
Vice-Chair, Plumas County Planning Commission

ATTEST:



Rebecca Herrin, Assistant Planning Director



FEATHER PUBLISHING CO., INC.

(530) 283-0800

RECEIVED

OCT 23 2019

P.O. BOX B, QUINCY, CA 95971

PC Planning+Building

STATE OF CALIFORNIA }
County of Plumas } ss.
and/or Lassen

Keri B. Taborski deposes and says: That she is the principal clerk for the publisher of the

☒ **FEATHER RIVER BULLETIN**
Quincy, Plumas County
Adjudication Decree #4644

☒ **Indian Valley RECORD**
Greenville, Plumas County
Adjudication Decree #5462

☒ **Chester Progressive**
Chester, Plumas County
Adjudication Decree #5956

☒ **PORTOLA REPORTER**
Portola, Plumas County
Adjudication Decree #2497

☐ **Winter**
Susanville, Lassen County
Adjudication Decree #15466

**Notice of Public Hearing
Plumas County Board of
Supervisors**

**Proposed zoning ordinance
implementing standards for Personal
(outdoor) cultivation of cannabis**

The Plumas County Board of Supervisors will hold a public hearing on the following matter on **Tuesday, November 5, 2019** in the Board of Supervisors room, Plumas County Courthouse, 520 Main Street, Quincy, CA 1:00 p.m.

Public Hearing Item: Proposed ordinance implementing requirements and standards for Personal (outdoor) cultivation of cannabis

The proposed ordinance implements requirements and standards for personal cultivation of cannabis of up to six plants under State law. This ordinance proposes standards for secure fencing, gates and greenhouses as well as setbacks from neighboring properties and maximum allowable height of cannabis plants.

The Planning Commission has recommended approval of this ordinance. The Planning Commission has also recommended that this ordinance be found to be exempt from the California Environmental Quality Act (CEQA) requirements under Section 15061(b)(3) as there is no possibility that additional guidelines and restrictions on the legally permitted personal cultivation of cannabis may cause any environmental impacts

For further information, contact: Rebecca Herrin at Plumas County Planning and Building Services, 555 Main Street, Quincy, CA; (530) 283-6213 or beckyherrin@countyofplumas.com. Copies of the proposed ordinance will be made available to the public.

Written comments should be mailed or delivered to the Plumas County Board of Supervisors, 520 Main Street, Room 309, Quincy, CA 95971

This public hearing is held pursuant to Government Code Section 65090.

Published FRB, IVR, PR, CP
Oct. 23, 2019]

that the Public Hearing, Plumas BOS re: zoning ordinance and cannabis

of which the attached is a true printed copy, was published in the weekly issue of said newspaper(s) as indicated above (and not in a supplement thereof) for One consecutive week(s), beginning Oct. 23, 2019 and ending Oct. 23, 2019, both dates inclusive, to wit: Oct. 23, 2019

Date: Oct. 23, 2019

/s/ Keri B. Taborski

Keri B. Taborski

4B

ORDINANCE NO. 2019-

AN ORDINANCE OF THE COUNTY OF PLUMAS, STATE OF CALIFORNIA,
AMENDING PLUMAS COUNTY CODE TITLE 9 (PLANNING AND ZONING), CHAPTER 2, ARTICLE 4, FENCES.

The Board of Supervisors of the County of Plumas, State of California, ORDAINS as follows:

Section 1. Plumas County Code Section 9-2.407 of Article 4 of Chapter 2 of Title 9 (Planning and Zoning) of the Plumas County Code is amended and adopted as set forth in Exhibit "A".

Section 2.

Exhibit "A" shall take effect thirty (30) days after adoption by the Board of Supervisors.

Section 3. Codification.

This ordinance shall be codified.

Section 4. Publication.

A summary of this ordinance shall be published, pursuant to Section 25124(b)(1) of the Government Code of the State of California, before the expiration of fifteen days after the passage of the ordinance, once, with the names of the supervisors voting for and against the ordinance, in the *Feather River Bulletin*, the *Indian Valley Record*, the *Chester Progressive*, and the *Portola Reporter*, newspapers of general circulation in the County of Plumas.

The foregoing ordinance was introduced at a regular meeting of the Board of Supervisors on

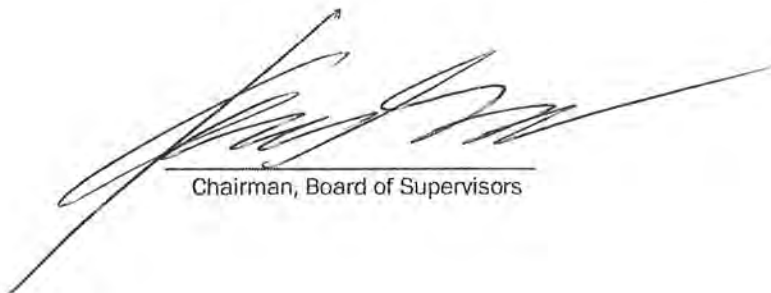
the _____ day of _____, 2019, and passed and adopted on the _____

day of _____, 2019 by the following vote:

AYES: Supervisors:

NOES: Supervisors:

ABSENT: Supervisors:



Chairman, Board of Supervisors

ATTEST:

Clerk of said Board of Supervisors

•Sec. 9-2.407. - Fences.

(a) Fences not over ~~six (6')~~ feet seven (7') feet in height may be built anywhere on a property in all zones, except as modified in (c) below.

(b) Fences over seven (7') feet in height require that a building permit be obtained and yard requirements be met.

~~(b)~~ (c) Fences within ten (10') feet of a front property line shall be no more than four (4') feet in height on parcels zoned 2-R, 3-R, 7-R, or M-R. If the front property line is in a street, the setback shall be measured from the edge of the easement or the edge of the right-of-way line of the street. Setbacks adjacent to existing private roads without defined right-of-way or road easements shall be measured from the edge of the maintained area of the road.

~~(c)~~ (d) Fences not over eight (8') feet in height may be built anywhere on a property zoned industrial, subject to building permit requirements.

~~(d)~~ (e) Fences not over eight (8') feet in height not in an industrial zone may be built subject to the yard requirements.

~~(e)~~ (f) Heights of fences from grade shall be measured at any point along entire length of fence within five (5') feet of base grade of fence on each side of fence.

~~(f)~~ (g) For fences adjacent to ascending slopes, fences can be increased in height at a rate of one (1') foot in fence height for each three (3') feet in natural elevation rise within five (5') feet of the base grade of the fence.

~~(g)~~ (h) Anything attached to a fence that increases the overall height of the fence shall be considered part of the fence and subject to height restrictions.

~~(h)~~ (i) Perimeter fencing, such as for the purpose of large animal husbandry, is encouraged to be wildlife friendly. A wildlife-friendly fence is one that allows animals to jump over and crawl under easily without injury.

The lowest wire comprising a wire perimeter fence should be of smooth wire, and should be placed at a height of at least sixteen (16") inches above the ground. If the perimeter fence is for the purpose of enclosure of sheep, the lowest wire shall be no more than ten (10") inches above the ground. The total height of the fence should be no more than forty-two (42") inches above the ground. The topmost wire should be of smooth wire and be flagged or somehow be made highly visible. The distance between the top two wires should be no less than twelve (12") inches apart.

RESOLUTION NUMBER P. C. 2019-1

RESOLUTION RECOMMENDING TO THE BOARD OF SUPERVISORS THAT THE ORDINANCE AMENDING SECTION 9-2.407 OF ARTICLE 4 OF CHAPTER 2 OF TITLE 9 (FENCES) BE INCORPORATED INTO THE PLUMAS COUNTY CODE AND THAT THE BOARD FIND THE ORDINANCE ADOPTION IS EXEMPT FROM CEQA UNDER SECTION 15061(b)(3)

WHEREAS, the proposed changes to Plumas County Code Section 9-2.407 of Article 4 of Chapter 2 of Title 9 (Fences) was discussed by the Planning Commission at a workshop held on February 7, 2019 and at a public hearing held on March 7, 2019; and

WHEREAS, the Planning Commission held a properly noticed public hearing on the proposed ordinance and received testimony from all interested parties; and

WHEREAS, the adoption of this ordinance will serve to update the zoning code to correspond to provisions of the California Building Code as adopted by Plumas County; and

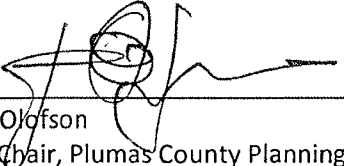
WHEREAS, the adoption of this ordinance will serve to protect natural resources through the implementation of General Plan Policy COS 7.2.9 Wildlife Fencing.

NOW, THEREFORE, BE IT RESOLVED, that the Planning Commission of the County of Plumas, State of California recommends that the Board of Supervisors find that the ordinance adoption is exempt from the California Environmental Quality Act (CEQA) under Section 15061(b)(3) because it can be seen with certainty that there is no possibility that the ordinance may have a significant effect on the environment because the ordinance adoption will protect natural resources and public health and safety and adopt the ordinance amending Plumas County Code Section 9-2.407. Fences as shown in Exhibit "A" attached.

The foregoing Resolution was duly passed and adopted by the Plumas County Planning Commission at a meeting held on the 7th DAY of MARCH, 2019 by the following roll call vote:

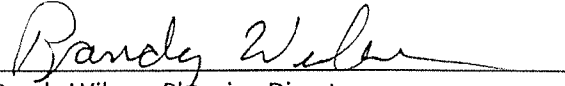
AYES: Commissioners: Abbott, Greening, Williams, Olofson
NOES: Commissioners: None
ABSENT: Commissioners: Stout

Said resolution to be effective as of the 7th day of March, 2019.



John Olofson
Vice-Chair, Plumas County Planning Commission

ATTEST:



Randy Wilson, Planning Director

5B

CLAIM AGAINST THE COUNTY OF PLUMAS
(Pursuant to Government Code §910.4)

NOTICE: All claims must be presented to the County of Plumas in accordance with Government Code §915.4. Failure to fully complete this form will result in your claim being returned. Plumas County employees are not allowed to provide legal advice. Attach additional pages if needed.

MAIL TO:

Clerk of the Board
520 Main St, Rm 309
Quincy, CA 95971



CLAIMANT INFORMATION

1. Name of Claimant: Mike Meyer
2. Date of Birth: 04/14/1978
3. Gender (circle one): ☒ Male ☐ Female
4. Mailing Address of Claimant:
331 Prospect Drive San Rafael CA 94901
Address City State Zip
5. Mailing Address where notices are to be sent (if different than mailing address of claimant):

Address City State Zip
6. Telephone Number of Claimant: (707) 591-6416

INFORMATION ABOUT CLAIM

7. Incident Date: Month July Day 25 Year 2019
8. Location of Incident (if applicable, include street address, highway number, post mile number, or direction of travel):
6001 La Porte Road, Strawberry Valley CA 95981
9. Explain the circumstances that led to the alleged damage or injury (state all facts that support your claim and why you believe the County is responsible for the alleged damage or injury. If more space is needed, continue on a separate page):
Plumas County and its employees committed conversion by destroying and removing 14 to 16 heritage red and white cedars, and much fence, as encroachments on a county highway, without lawful notice and without obtaining a nuisance judgment as required by law. (Streets and Highways Code, secs. 1405, subds. (a), (b), 1480.5, 1481, 1484.) Thus was claimant's personal property destroyed, removed and taken without due process of law.
10. General description of the specific damage, injury, indebtedness, obligation, or loss incurred so far as it may be known at the time of presenting claim:
Loss of entire value, including aesthetic value, of 14 to 16 heritage trees. Emotional distress. Exemplary and punitive damages against county employees.

11. Dollar amount of claim (if less than \$10,000) as of the date of presenting the claim (include the estimated amount of any prospective injury, damage, or loss, insofar as it may be known when claim is presented): \$ _____
12. If the amount claimed exceeds \$10,000, no dollar amount shall be included in the claim. However, please indicate whether the claim would be limited to civil case: ☒ YES ☐ NO
13. Name(s) of public employee(s) causing the injury, damage or loss, if known:

Tom (last name refused) and county employees under his supervision.

CLAIMS INVOLVING MOTOR VEHICLES

14. Insurance information (complete if claim involves motor vehicle). Has the claim for the alleged damage/injury been filed (or will be filed) with your insurance carrier? ☐ YES ☐ NO
15. Name of insurance carrier and telephone number (including area code):

_____	_____		
Name	Telephone Number		

Address	City	State	Zip

16. Policy Number: _____
17. Are you the registered owner: ☐ YES ☐ NO
18. Amount of deductible: \$ _____
19. Make: _____ Model: _____ Year: _____

Section 72 of the Penal Code provides that a person found guilty of submitting a fraudulent claim may be punished by imprisonment in the County Jail or State Prison, and/or by the imposition of a fine up to \$10,000.00.

Signature of Claimant, or by some person legally authorized to submit this claim on your behalf.

Signature

Date

Michael Meyer
Printed Name of Person Completing Claim

**HARPER & HEIM
LAWYERS**

7250 Redwood Boulevard, Suite 300
Novato, California 94945
Tel.: (415) 761-8700 Fax: (510) 964-7661
Law Firm E-Mail: harperandheim@gmail.com

September 18, 2019

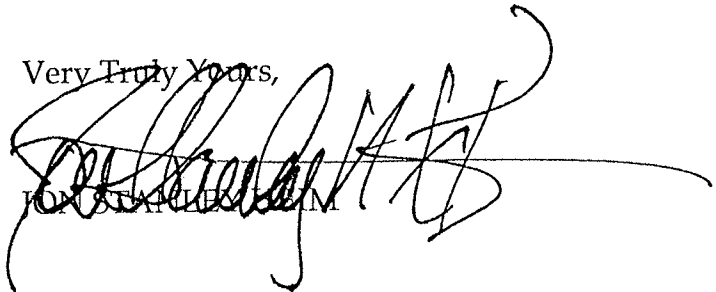
COUNTY OF PLUMAS
Clerk of the Board
520 Main St., Room 309
Quincy, CA 95971

Dear Clerk of the Board:

Our law firm is honored to represent Mike Meyer. Enclosed is his claim against the County of Plumas.

Thank you for your consideration.

Very Truly Yours,



JON STACHLER