



## **BOARD OF SUPERVISORS**

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

**AGENDA FOR REGULAR MEETING OF June 1, 2021 TO BE HELD AT 10:00 A.M.  
IN THE BOARD OF SUPERVISORS ROOM 308, COURTHOUSE, QUINCY, CALIFORNIA**

[www.countyofplumas.com](http://www.countyofplumas.com)

### **AGENDA**

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

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

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

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

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



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

## **STANDING ORDERS**

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

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

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

### **Live Stream of Meeting**

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

### **ZOOM Participation**

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

### **Public Comment Opportunity/Written Comment**

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

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

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

### **PLEDGE OF ALLEGIANCE**

### **ADDITIONS TO OR DELETIONS FROM THE AGENDA**

### **PUBLIC COMMENT OPPORTUNITY**

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

### **DEPARTMENT HEAD ANNOUNCEMENTS/REPORTS**

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

## **ACTION AGENDA**

1. **PUBLIC HEALTH AGENCY** – Dr. Satterfield

Report and update on COVID-19; receive report and discussion

2. **CONSENT AGENDA**

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

A) **CLERK OF THE BOARD**

Approve Board minutes for May 2021

B) **BOARD OF SUPERVISORS**

1. Approve and authorize the Chair to sign letter to the Department of Transportation (Caltrans) for encroachment permit (Christian Encounters Ministries: 39<sup>th</sup> Annual Agony Ride in the Sierra Valley, July 23-24, 2021) [View Item](#)
2. Approve and authorize the Chair to sign letter to the Department of Transportation (Caltrans) for encroachment permit Chester/ Lake Almanor area (Mile High 100 Cycling Event, June 19, 2021) [View Item](#)
3. Approve and authorize the Chair to sign letter to the Department of Transportation (Caltrans) for encroachment permit Chester/ Lake Almanor area for The 4<sup>th</sup> of July Parade Event (Lake Almanor Chamber of Commerce, July 4, 2021) [View Item](#)

C) **BEHAVIORAL HEALTH**

1. Approve and authorize the Chair to sign First Amendment to Agreement between Plumas County and Environmental Alternatives Family Services, to provide housing, specialty mental health services and case management; due to high demand compensation amount to increase from \$636,000.00, not to exceed \$726,000.00; approved as to form by County Counsel [View Item](#)
2. Approve and authorize the Chair to sign First Amendment to Agreement between Plumas County and Restpadd Health Corporation Red Bluff, to provide recovery services; Due to high demand compensation amount to increase from \$50,000.00, not to exceed \$65,000.00; approved as to form by County Counsel [View Item](#)
3. Approve and authorize the Chair to sign Amendment No. 3, to Memorandum of Understanding (MOU), between Plumas County and California Health and Wellness; to extend the term through June 30, 2023; approved as to form by County Counsel [View Item](#)
4. Authorize Behavioral Health Director, to sign First Amendment to the 2019/2021 Memorandum of Understanding (MOU) between Plumas County and Yolo County Health and Human Services; to extend the date to December of 2021; approved as to form by County Counsel [View Item](#)
5. Adopt and ratify **Resolution** to authorize the Director of Behavioral Health to sign any documents pertaining to Agreement No. 20-10192, as Plumas County Designee, for the State of California Department of Health Care Services; approved as to form by County Counsel [View Item](#)
6. Approve and authorize the Chair to sign an agreement between Plumas County and Roundhouse Council, to continue to work with local Native American youth, families, and elders; not to exceed \$50,000.00; approved as to form by County Counsel [View Item](#)
7. Approve and authorize the Chair to sign an agreement between Plumas County and Plumas Rural Services for Child Mental Health Services; not to exceed \$75,000.00; approved as to form by County Counsel [View Item](#)

8. Approve and authorize the Chair to sign an agreement between Plumas County and Plumas Rural Services, for client support and homeless prevention; not to exceed \$286,113.00 [View Item](#)
9. Approve and authorize the Chair to sign an agreement between Plumas County and Plumas Rural Services, for the Girls Rite Youth Prevention program; Not to exceed \$18,822.00; approved as to form by County Counsel [View Item](#)
10. Approve and authorize the Chair to sign an agreement between Plumas County and Maria Assunta Vicini, Tai Chi Instructor; not to exceed \$16,000.00; approved as to form by County Counsel [View Item](#)
11. Approve and authorize the Chair to sign an agreement between Plumas County and Public Health Agency – Veteran’s Outreach, to increase Veterans’ connectedness and support within the community; not to exceed \$50,000.00 approved as to form by County Counsel [View Item](#)
12. Approve and authorize the Chair to sign an agreement between Plumas County and Plumas County Public Health Agency Senior Connections; to provide opportunity to screen homebound seniors for early signs of depression or other mental illness; not to exceed \$65,000.00; approved as to form by County Counsel [View Item](#)
13. Approve and authorize the Chair to sign an agreement between Plumas County and Crestwood Behavioral Health; not to exceed \$110,000.00; approved as to form by County Counsel [View Item](#)

D) **BUILDING DEPARTMENT**

1. Approve and authorize the Chair to sign contract between Plumas County and David Humphrey, dba Crescent Tow and repair, under the Abandoned Vehicle Abatement Program; not to exceed \$10,000.00; approved as to form by County Counsel [View Item](#)
2. Approve and authorize the Chair to sign contract between Plumas County and Joshua’s Ironworks Inc., dba Ron’s Tow Service for towing services under the Abandoned Vehicle Abatement Program; not to exceed \$10,000.00; approved as to form by County Counsel [View Item](#)

E) **ELECTIONS**

Certify Election results of Hamilton Branch Fire Protection District Special Tax Election held on May 4, 2021 [View Item](#)

F) **ENVIRONMENTAL HEALTH**

- 1) Adopt **Resolution** authorizing annual submittal of Solid Waste Local Enforcement Agency (LEA) grant for FY 2021-22, and authorize the Director of Environmental Health to sign various assurances as the Board of Supervisors designee; approved as to form by County Counsel [View Item](#)
- 2) Authorize the Interim Director of Environmental Health to utilize the 4-10 hour per day work schedule for Environmental Health Specialists, Hazardous Material Specialist, and / or Technicians, as standard work schedules, and as flexed schedules for some, as deemed necessary [View Item](#)

G) **FACILITY SERVICES & AIRPORTS**

Approve and authorize the Chair to sign agreement between Plumas County and DBT Transportation Services, LLC, for Automated Weather Observing Systems maintenance, inspection and repair; not to exceed \$21,200.00; approved as to form by County Counsel [View Item](#)

H) **FAIRGROUNDS**

Authorize the Fairgrounds Director to purchase fixed asset, not to exceed \$16,484.00 (Commercial Heating & Air Unit for the Tulsa Scott Pavilion); previous unit failed in late winter during vaccination clinics; The Health Department has agreed to pay for new unit and installation [View Item](#)

I) **PLUMAS COUNTY OFFICE OF EDUCATION**

Approve and authorize the Chair to sign Certification of Plumas County Early Education & Child Care Council (Local Planning Council) annual child care funding zip code priorities for 2021-2022

[View Item](#)

J) **PROBATION**

- 1) Approve and authorize the Chair to sign agreement between Plumas County and BI Correctional Services Inc. for monitoring technologies and services for juveniles, parolees, probationers, pretrial defenders, and undocumented persons involved in the U.S. immigration court process; not to exceed \$35,000.00; approved as to form by County Counsel [View Item](#)
- 2) Approve and authorize the Chair to sign agreement between Plumas County and DeMartile Automotive to provide general mechanic services for all Department of Probation cars and trucks; not to exceed \$12,000.00; approved as to form by County Counsel [View Item](#)

K) **PUBLIC HEALTH**

Approve and direct the Chair to sign a Subcontract, First Amendment between Plumas County and Strategies by Design, for evaluation activities related to the Tobacco Use Reduction and Prevention Program; not to exceed \$101,124.50; approved as to form by County Counsel [View Item](#)

L) **PUBLIC WORKS**

Approve and authorize the Chair to sign Amendment No. 1 to the Professional Services Agreement between Plumas County and Quincy Engineering, Inc., for final design phase engineering services for the Blairsden-Graeagle Bridge Replacement project; to extend the original contract date; approved as to form by County Counsel [View Item](#)

M) **SOCIAL SERVICES**

Accept bid for one new vehicle from Quincy Auto Sales, not to exceed \$42,000.00, and authorize the Director of Social Services to sign all documents related to the purchase [View Item](#)

3. **LOST SIERRA CHAMBERS OF COMMERCE** – Presentation by Richard Aiple

How hospitality will drive the desired growth in Plumas County, while preserving our natural habitat and wild spaces; revisit Ordinance No. 90-741, with regards to Chambers suggestion for the County to budget \$200,000.00 from TOT revenues in the next 12 months, as an investment to fund two (2) of the “Regional” Chamber of Commerce Groups; discussion and possible action [View Item](#)

4. **DEPARTMENTAL MATTERS**

A) **FACILITY SERVICES & AIRPORTS** – Keven Correira

Authorize Facility Services and Airports to recruit and fill, funded and allocated, 1.0 FTE Building and grounds Maintenance Worker I/II, created by **Resolution No. 21-8566**, adopted by the Board of Supervisors on March 2, 2021; discussion and possible action [View Item](#)

B) **HUMAN RESOURCES** – Nancy Selvage

Adopt a **Resolution** ratifying the Memorandum of Understanding between the County of Plumas and the Bargaining Unit of Crafts & Trades represented by the Operating Engineers Local #3; discussion and possible action **Roll call vote** [View Item](#)

- C) **PLANNING** – Tracy Ferguson
  - 1) Authorize the Planning Department to recruit and fill, funded and allocated, 1.0 FTE Assistant/ Associate/ Senior Planner, created by resignation; discussion and possible action [View Item](#)
  - 2) Presentation regarding proposed State minimum Fire Safe Regulations 2020; discussion and possible Board direction to staff [View Item](#)
  
- D) **PUBLIC WORKS** – John Mannle
  - 1) Authorize Public Works/ Road Department to recruit and fill, funded and allocated, 1.0 FTE PW Maintenance Worker position in the Chester Maintenance District, created due to retirement; discussion and possible action [View Item](#)
  - 2) Authorize Public Works/ Road Department to recruit and fill, funded and allocated, 2.0 FTE, in the Quincy Maintenance District; One Lead Maintenance Worker position, created by retirement; one Maintenance Worker position, created by resignation; discussion and possible action [View Item](#)
  
- E) **SOLID WASTE** – John Mannle
 

Authorize payment of two invoices dated 04/01/2020 and 05/04/2020 totaling \$2,223.75, without a contract, to R3 Consulting Group for professional specialty services; discussion and possible action [View Item](#)
  
- F) **COUNTY ADMINISTRATOR** – Gabriel Hydrick
  - 1) Approve and authorize the Chair to sign agreement between Plumas County and Feather River Tourism Management District (FRTMD); to provide projects, programs, and activities that benefit businesses within FRTMD, in accordance with the FRTMD Management District Plan; approved as to form by County Counsel; discussion and possible action [View Item](#)
  - 2) County Administrator to provide updates regarding possible funding for Feather River Tourism Association’s request for start-up fees; discussion and possible action; [View Item](#)
  - 3) Updates from the County Administrator regarding the American Rescue Plan Act; discussion and possible direction [View Item](#)

5. **BOARD OF SUPERVISORS**

- A. Correspondence
- B. Weekly report by Board members of meetings attended, key topics, project updates, standing committees and appointed Boards and Associations
- C. **APPOINTMENTS**
  - 1) Appoint Carol Morganroth to the Chester Cemetery District, and permission to increase the number of their Board members from 3 to 5; discussion and possible action
  - 2) Accept Airport Land Use Commission Airport Manager, Kevin Correira’s appointee Matthew Samuelson, to fill vacancy; discussion and possible action

6. **CLOSED SESSION**

**ANNOUNCE ITEMS TO BE DISCUSSED IN CLOSED SESSION**

- A. Conference with Legal Counsel: Existing litigation pursuant to Subdivision (d) (1) of Government Code §54956.9 (Workers Compensation Case No. TIBV-600185)
- B. 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
- C. Conference with Legal Counsel: Existing litigation – Roxanne Jeskey, Petitioner vs. County of Plumas, Respondent, Superior Court of California, Plumas County, Case No. CV20-00173

D. Conference with Legal Counsel: Initiating litigation pursuant to Subdivision (c) of Government Code Section 54956.9

**REPORT OF ACTION IN CLOSED SESSION (IF APPLICABLE)**

**ADJOURNMENT**

Adjourn meeting to Tuesday, June 8, 2021, Board of Supervisors Room 308, Courthouse, Quincy, California

2B1



P.O. Box 1022  
Grass Valley, CA 95945

christianencounter.org  
530.268.0877

Board Chair,

Christian Encounter Ministries is planning our 39th annual Agony ride in the Sierra Valley July 23-24, 2021. As in the past few years, Caltrans will require a letter of resolution from Plumas County for our use permit for Hwys 49 and 70. I've attached a copy of this letter on our letterhead, the packet that I am sending to the Plumas County Dept of Public Works, and a letter of approval from the Plumas County Health Department.

Please send a Plumas County letter of resolution for the Agony Ride to me at:

[caryn@christianencounter.org](mailto:caryn@christianencounter.org)

or

Caryn Galeckas  
Christian Encounter Ministries  
PO Box 1022  
Grass Valley, CA 95945

Thank you very much for your assistance.



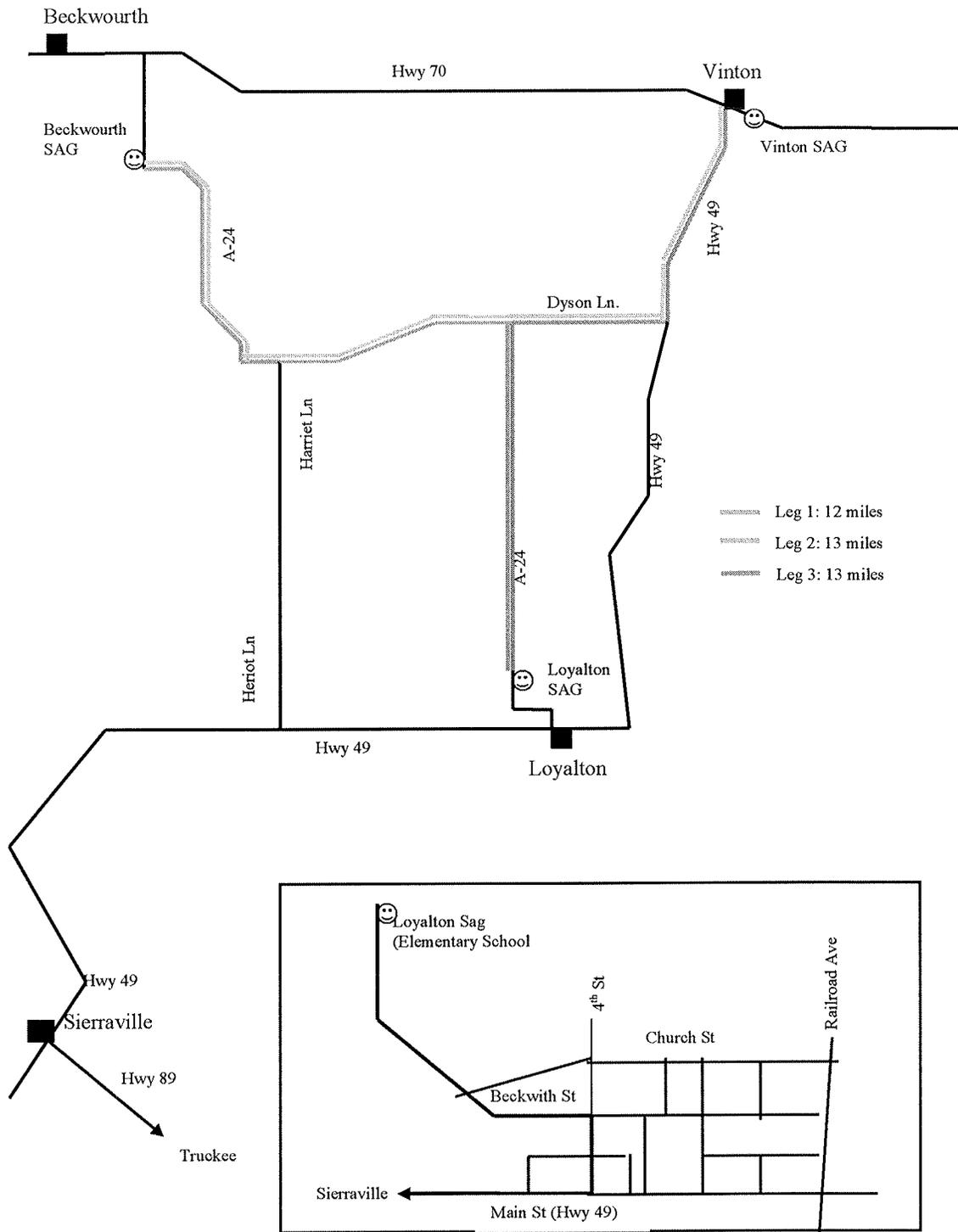
Caryn Galeckas  
Office Manager  
Christian Encounter Ministries

**Christian Encounter Ministries**  
**Agony Ride, July 23-24, 2021**  
**Operating Plan**

We expect to have 70-80 riders. The ride is scheduled to begin at 1:00 p.m. on July 23 and end at 1:00 p.m. on July 24. We plan to begin the ride in Loyalton, following a three-leg route. For the first leg, the riders will travel north on A24, turn right on Dyson Lane, turn left on Hwy. 49 for approximately three miles, and turn right on Hwy. 70 for approximately 200 yards to the SAG station at the Vinton Grange. On the second leg, the riders will leave the Grange via Ede street, turn left on Hwy. 49, turn right on Dyson Lane, then go straight on A24 to Feather River Land Trust property, at the Maddelena cattle shoot, approximately 2 miles south of Highway 70. Leg three has the riders return to Loyalton, remaining on A24 the entire way. They will then repeat this route for the entire 24 hours.

Riders are required to wear helmets and orange reflective vests, and are instructed to obey traffic laws. They are also required to have white headlights, red tail lights, and reflectors in compliance with CA vehicle code section 21201 if riding at night. Signs are posted along the highway warning vehicles of the event and reminding riders to stay single file. Riders must check in at each SAG station. Several roving vehicles will also be available to monitor and assist the riders. Pavement markings to warn riders of hazards and mark directions will be done with spray chalk. In addition to the roving vehicles, we expect to have 30-40 volunteers manning each SAG station.

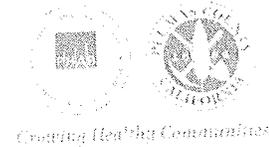
# Agony Route Map





# PCPHA

PLUMAS COUNTY PUBLIC HEALTH AGENCY



May 12, 2021

To whom it may concern,

The Agony Ride hosted by Christian Encounter Ranch on July 23-24, 2021, has been approved based on using the following plans:

- The Agony 2021 Operating Plan under COVID-19 restrictions
- COVID-19 Guidance: Community Sporting Events
- USA Cycling COVID-19 Plan

Kindly note that this approval is done so with the current restrictions in place by the State of California. There are many unknowns and, in the event that Plumas County would move to a more restrictive tier or if other more restrictive measures are put in place that are relevant to this type of event, Plumas County Public Health Agency (PCPHA) would re-evaluate the approval of the event. However, recent state announcements are in the direction of less restrictive rather than more restrictive.

Christian Encounter Ranch should check in with PCPHA for a COVID-19 update a minimum of 30 days before the event (but no more that 45 days).

If there are any questions, please don't hesitate to reach out.

Best,

Zachary Gately, MPH  
Business Liaison and Infection Preventionist  
Plumas County Public Health Agency  
270 County Hospital Road, Suite 206  
Quincy, California 95971

(530) 283-6113 Desk  
zacharygately@countyofplumas.com

530-283-6337 OFFICE  
530-283-6425 FAX

270 County Hospital Rd, Suite 206  
Quincy, California 95971

<http://countyofplumas.com/publichealth>



## **BOARD OF SUPERVISORS**

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

June 1, 2021

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

Attention Permits Engineer

**Subject: Encroachment Permit Request**  
**CHRISTIAN ENCOUNTER MINISTRIES**  
39<sup>TH</sup> Annual Agony Ride in the Sierra Valley on July 23-24, 2021  
Plumas County, California

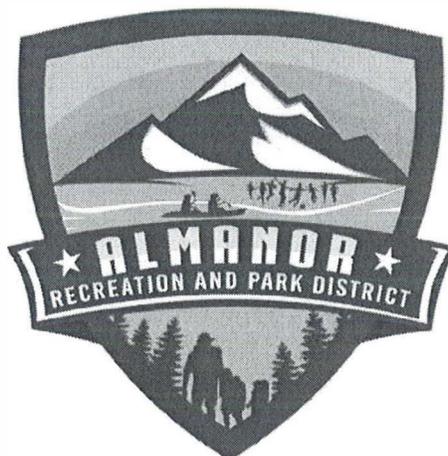
This letter acknowledges that Plumas County Board of Supervisors has been notified of the above captioned event. The Board of Supervisors has no objection to issuance of an event permit by Caltrans.

Sincerely,

Jeff Engel, Chair

Cc: Plumas County Director of Public Works

2B2



5/19/21

To Whom It May Concern:,

I am the 2021 event director for the annual Mile High 100 cycling event in the Chester/Lake Almanor area. The event this year is again being managed by the Almanor Recreation and Parks District. We are in the process of obtaining permits for this year's event, and I am seeking a letter of support from the Plumas County Board of Supervisors in order to apply for permits from Plumas County and the Department of Transportation.

This event requires an additional letter of support from the Dept. of Public Health this year (DOT requirement prior to permit issuance), to address the proper Covid restrictions and modifications which will need to be in place.

The event date this year is June 19, 2021 (Always the Saturday of Father's Day weekend), and the route is unchanged from previous years (this is the 38th year of the event). A route map is attached.

Course marking, signage, and traffic controls will be the same as in previous years.

Please let me know if any more information is needed to obtain a letter of support from the Plumas County Board of Supervisors. A letter can be mailed to me at the address below, or sent via email to [milehighcentury@gmail.com](mailto:milehighcentury@gmail.com).

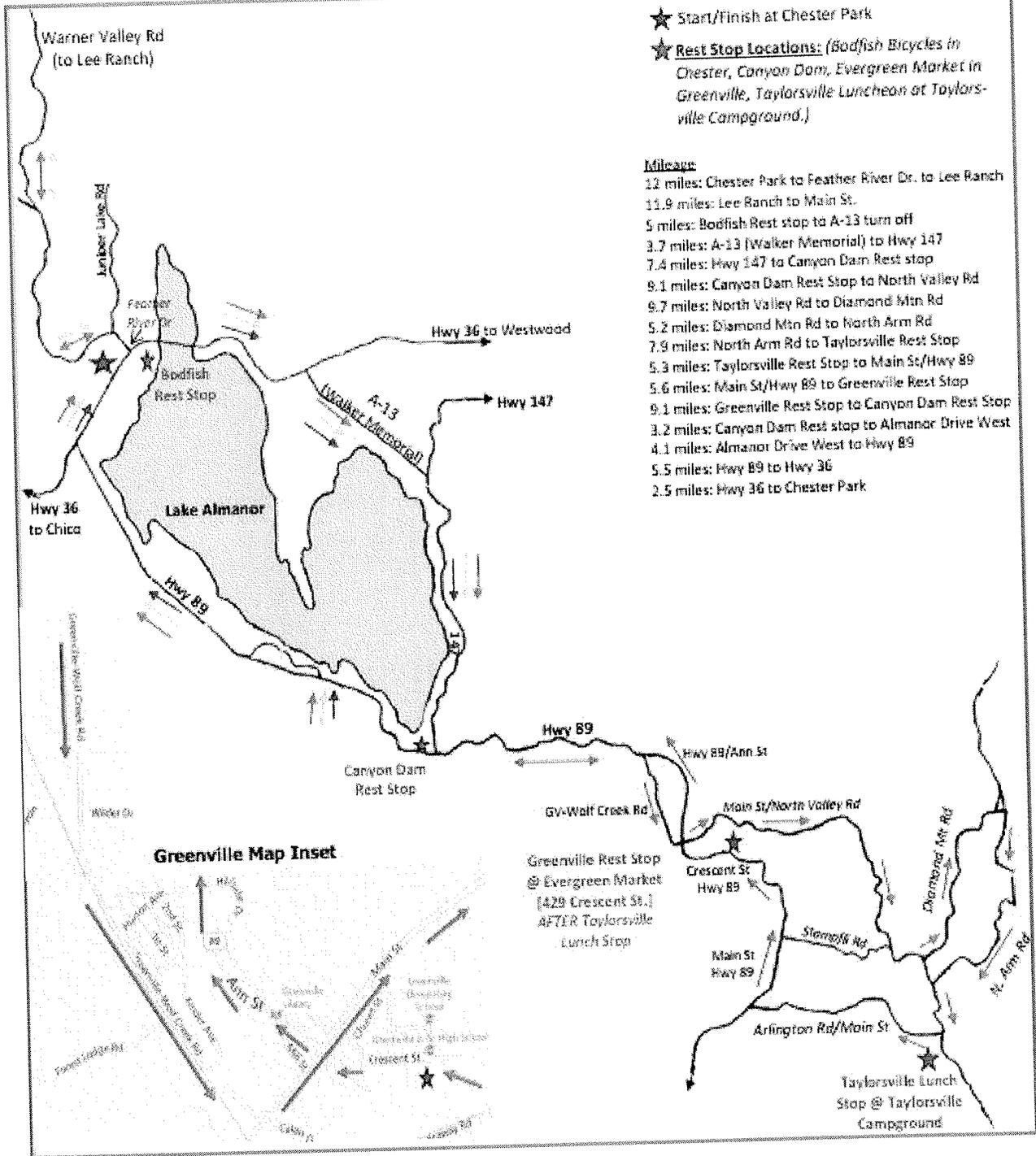
Thank you,

Randy Robbins  
Mile High 100  
695-280 Gold Run Road  
Susanville, CA 96130

# CENTURY RIDE

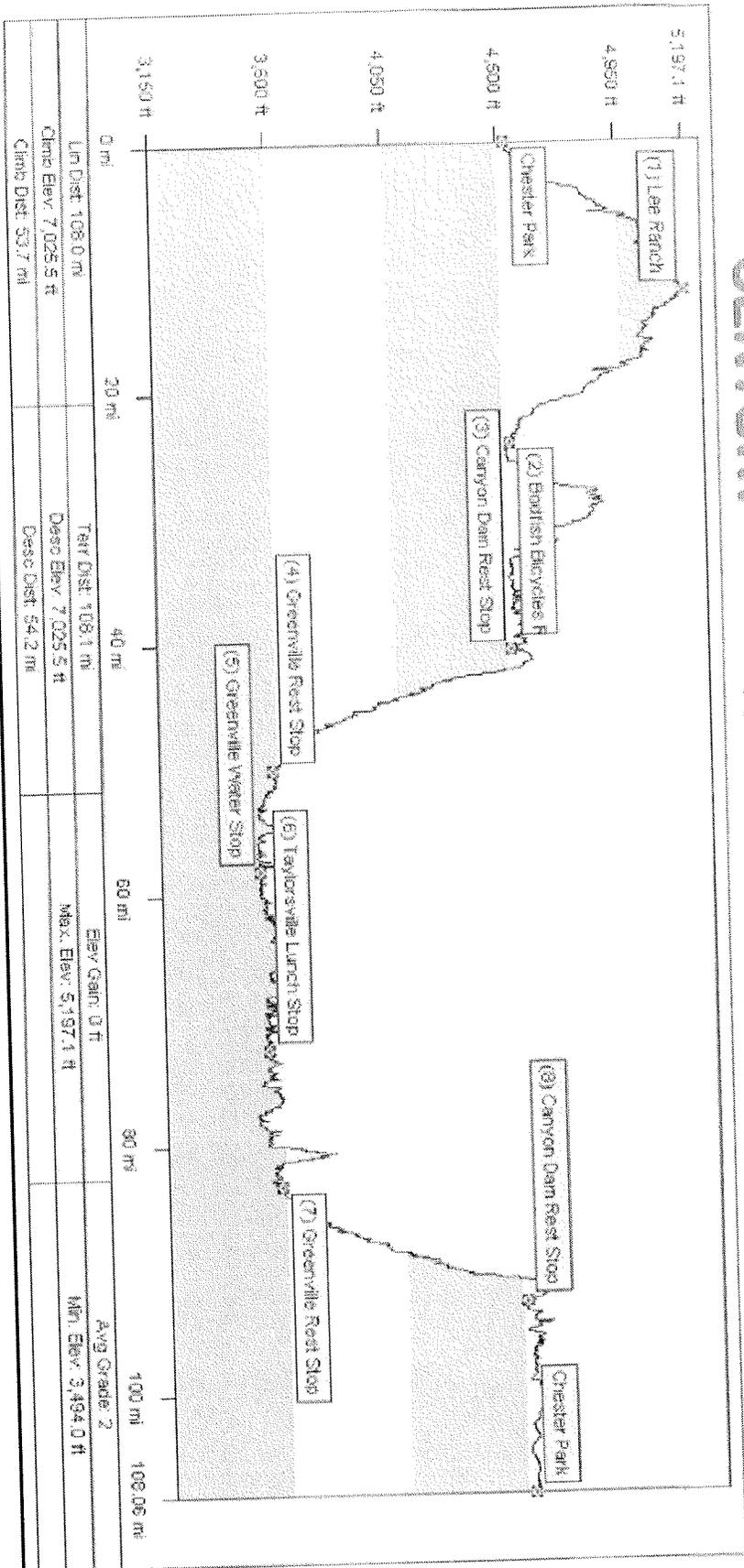
## Lake Almanor, CA

Follow the **RED** arrows  
 Total elevation climb: 3,200'



# CENTURY

Follow the RED arrows



# **BOARD OF SUPERVISORS**

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



June 1, 2021

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

Attention Permits Engineer

**Subject: Encroachment Permit Request**  
**MILE HIGH 100**  
Mile High 100 Cycling event on June 19, 2021  
Chester/ Almanor, California

This letter acknowledges that Plumas County Board of Supervisors has been notified of the above captioned event. The Board of Supervisors has no objection to issuance of an event permit by Caltrans.

Sincerely,

Jeff Engel, Chair

Cc: Plumas County Director of Public Works

2B3



## LAKE ALMANOR AREA CHAMBER OF COMMERCE

May 25, 2021

Plumas County  
520 Main St., Room 309  
Quincy, CA 95971

RE: Approval of plans for July 4th Parade

Dear Plumas County,

The Lake Almanor Area Chamber of Commerce will be the lead organization in the presentation of the 4th of July Parade in Chester. We are beginning the process of our road encroachment applications with Caltrans. We require approval from Plumas County for the application to proceed. We request to have a place on the June 8, 2021 agenda for Board of Supervisors approval.

The July 4th event will be held on July 4, 2021 and will follow the same routes used for the past several years, detailed on the map included with this letter. We request road closure begin at 9:30 for approximately two (2) hours.

The Plumas County Public Health Agency notes that as of June 15, 2021 the Beyond the Blueprint plan for Covid-19 restrictions and limitations will allow for all sectors to return to normal activity. The Lake Almanor Chamber will post signage reminding attendees that vaccination against Covid-19 is recommended and to continue wearing masks and socially distancing themselves if they are not vaccinated or have concerns.

We are looking forward to a great event for the community and the area. We appreciate past support from the Plumas County Sheriff's Department and look forward to your support this year.

Sincerely,

Tina R. Davis, Executive Director  
Lake Almanor Area Chamber of Commerce

*OFFICERS*

*Susan Bryner  
President*

*Christi Chase  
Vice President*

*Ryan Newell  
Secretary*

*Chelssa Outland  
Treasurer*

*DIRECTORS*

*Carol Franchetti*

*Tom McGowan*

*Sharon Roberts*

*Erica Sherod*

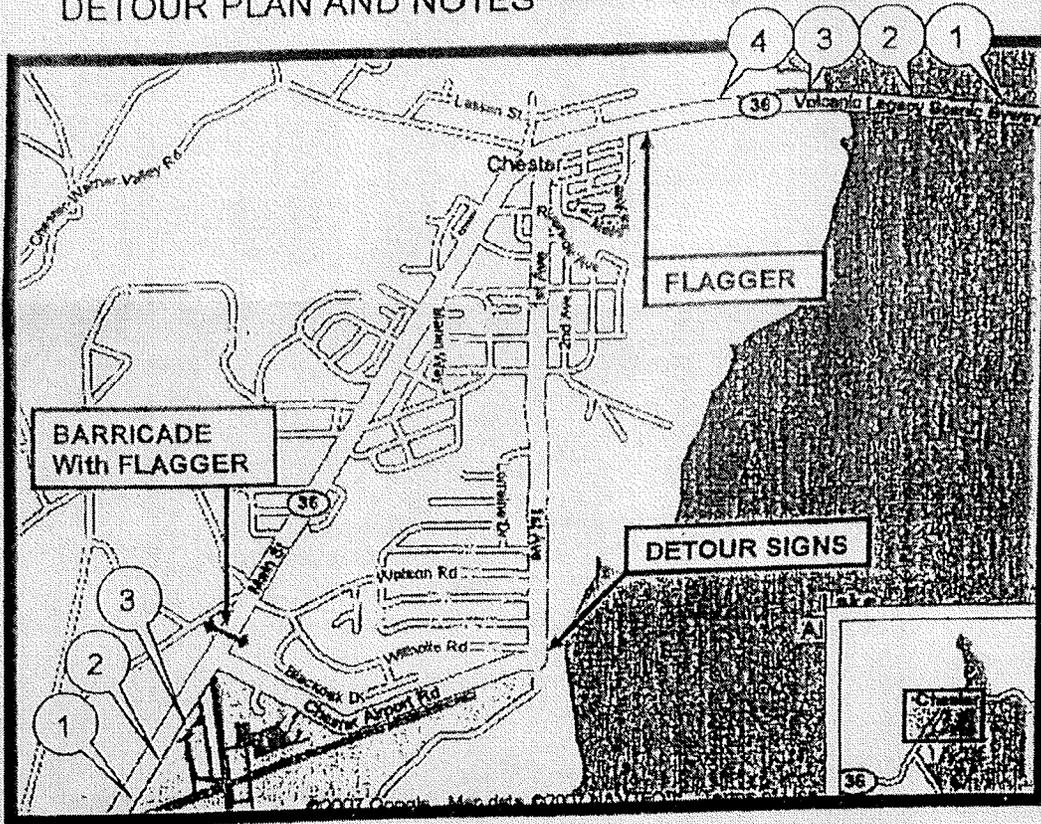
*Matt Staggs*

*Tina Davis  
Executive Director*

4<sup>th</sup> of July Parade --

Permit #

## DETOUR PLAN AND NOTES



### SIGNS:

- 1 SPECIAL EVENT AHEAD
- 2 DETOUR AHEAD
- 3 FLAGGER AHEAD
- 4 PREPARE TO STOP (Wild West Parade and Cattle Drive ONLY)

### NOTES:

- Advance warning signs shall be placed a minimum of 500 feet apart.
- At a minimum, detour arrows shall be placed at all STOP signs on the detour route.



2021-5

**PLUMAS COUNTY BEHAVIORAL HEALTH SERVICES**

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



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Tony Hobson Ph.D., Director

DATE: June 1, 2021

TO: Honorable Board of Supervisors

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

SUBJECT: Consent Agenda

**Recommendation**

1. It is respectfully requested the Board of Supervisors approve and authorize the board chair to sign FY 2020/21 First Amendment to Agreement with Environmental Alternatives.
2. It is respectfully requested the Board of Supervisors approve and authorize the board chair to sign FY 2020/21 First Amendment to Agreement with Restpadd Health Corporation Red Bluff.
3. It is respectfully requested the Board of Supervisors approve and authorize the board chair to sign FY 2021/23 Amendment Number Three to Memorandum of Understanding Between California Health and Wellness, a health maintenance organization, and Plumas County through Behavioral Health.
4. It is respectfully requested the Board of Supervisors approve and authorize Behavioral Health Director Tony Hobson PH.D., to sign First Amendment to the 2019/2021 Memorandum of Understanding Agreement between the County of Yolo Health and Human Services, and Plumas County.
5. Approve and authorize Chair to sign Resolution Agreement Number 20-10192 for the State of California Department of Health Care Services Mental Health Services Division, and Plumas County

**BACKGROUND AND DISCUSSION:**

1. First Amendment to Agreement with Environmental Alternatives Family Services, (EA), and Plumas County for FY 2020/21 in which EA agrees to provide housing, specialty mental health services and case management services. Due to the high demand in providing these specialty services to Plumas County, there is a need to increase the compensation amount from \$636,000.00 to \$726,000.00. This First Amendment to Agreement has been approved to form by County Counsel.

2. First Amendment to Agreement with Restpadd Health Corporation, Red Bluff and Plumas County for FY 2020/21 in which Restpadd agrees to provide recovery services. Due to the high demand for these services there is a need to increase the compensation amount from \$50,000.00 to \$65,000.00. This First Amendment to Agreement has been approved to form by County Counsel.

3. Amendment Number Three is an addendum for the purpose of extending the term of the Memorandum of Understanding in place with Plumas County and California Health and Wellness through June 30, 2023. July 1, 2017, the State of California adopted the Managed Care Final Rule, seeking to align Medicaid with Medicare Advantage and Exchange regulations, which required the California Health and Wellness Plan to execute a Memorandum of Understanding with county departments for alcohol and substance use disorder treatment services defining specific roles and responsibilities. This Amendment Number Three has been approved to form by County Counsel. Behavioral Health has provided the Board Clerk with a copy of the Original MOU, Amendment Number One, Amendment Number Two for desk reference. This Amendment Number Three has been approved to form by County Counsel.

4. Purpose of the First Amendment is to amend the Memorandum of Understanding in its entirety, this First Amendment will replace the current MOU. First Amendment will extend date to December 2021 allowing more time in establishing the terms and conditions of the Data Driven Recovery Project. Yolo County will take the lead of this Mental Health Services Act funded initiative. The goal is to develop a project charter collecting relevant data and placing together the necessary resources and coordination to stakeholders and decision makers the essential information so they may have a maximum impact on understanding the prevalence of behavioral health issues of those in the criminal justice systems, develop strategies for positive impacts and increasing connection between behavioral clients and treatment. Behavioral Health has provided the Board Clerk with a copy of 2019 MOU for desk reference. This First Amendment to Agreement has been approved to form by County Counsel.

5. Respectfully requesting Board approve Resolution authorizing Director Tony Hobson to sign any documents pertaining to the State of California Department of Health Care Services Mental Health Services Division Drug Medi-Cal. This Agreement will set forth the conditions and requirements for the purpose of identifying and providing for covered Drug Medi-Cal services for substance use treatment. This Resolution has been approved to form by County Counsel.

**FINANCIAL IMPACT:** There are no General Fund revenue involved in these matters. Any costs associated with these matters are covered by a combination of Federal and State funds.

**FIRST AMENDMENT TO AGREEMENT  
BY AND BETWEEN  
PLUMAS COUNTY AND ENVIRONMENTAL ALTERNATIVES**

This First Amendment to Agreement is made on April 1, 2021, between PLUMAS COUNTY, a political subdivision of the State of California and Environmental Alternatives who agrees as follows:

1. **Recitals:** This Amendment is made with reference to the following facts and objectives:
  - a. PLUMAS COUNTY and Environmental Alternatives have entered a written Agreement dated, April 1, 2021, in which Environmental Alternatives, agree to provide housing, specialty mental health services, and case management services to Plumas County.
  - b. Due to the high demand to provide housing, mental health services and case management services there is a need to increase the compensation amount from six hundred thirty-six thousand dollars (\$636,000.00) to seven hundred and twenty six thousand (\$726,000.00)
  
2. **Amendments:** The parties agree to amend the Agreement as follows:
  - a. **Paragraph #2** is amended to read as follows:
    - c. 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 seven hundred and twenty six thousand (\$726,000.00)
  
  - b. **Exhibit B** Attached
  
3. **Effectiveness of Agreement:** Except as set forth in this First Amendment of Agreement, all provisions of the Agreement effective on date of execution, shall remain unchanged and in full force and effect.

**Term.** The term of this Agreement commences on date of execution and shall remain in effect through June 30, 2021, unless terminated earlier pursuant to this Agreement.

**CONTRACTOR:**

Environmental Alternatives, a California Corporation

By: \_\_\_\_\_  
Name: Melody King  
Title: Chief Executive Officer  
Date signed: \_\_\_\_\_

**COUNTY:**

County of Plumas. A political subdivision of the State of California

By: \_\_\_\_\_  
Name: Tony Hobson, Ph.D.,  
Title: Director  
Date signed: \_\_\_\_\_

**CONTRACTOR:**

By: \_\_\_\_\_  
Name: Jerome Dorris  
Title: Chief Financial Officer  
Date signed: \_\_\_\_\_

**APPROVED AS TO CONTENT:**

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

**ATTEST:**

By: \_\_\_\_\_  
Heidi Putman  
Clerk of the Board of Supervisors

Approved as to form:



\_\_\_\_\_  
Gretchen Stuhr  
Plumas County Counsel

5/12/2021

**FIRST AMENDMENT TO AGREEMENT**  
**BY AND BETWEEN**  
**PLUMAS COUNTY AND RESTPADD HEALTH CORPORATION, RED BLUFF**

This First Amendment to Agreement is made on April 9, 2021 between PLUMAS COUNTY, a political subdivision of the State of California and Restpadd Health Corporation, Red Bluff who agrees as follows:

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

a) PLUMAS COUNTY and Restpadd Health Corporation, Red Bluff have entered a written Agreement dated, July 1, 2020, in which Restpadd Health Corporation, Red Bluff agreed to provide recovery services to Plumas County

b) Due to the demand for services there is a need to increase the compensation amount from Fifty thousand dollars (\$50,000.00) to Sixty-Five Thousand Dollars (\$65,000.00)

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

a. **Paragraph #2** is amended to read as follows:

Compensation. County shall pay Contractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed Sixty-Five Thousand (\$65,000.00)

b. **Exhibit B** Attached

3. **Effectiveness of Agreement:** Except as set forth in this First Amendment of Agreement, all provisions of the Agreement effective on date of execution, shall remain unchanged and in full force and effect.

**Term.** The term of this Agreement commences on date of execution and shall remain in effect through June 30, 2021, unless terminated earlier pursuant to this Agreement.

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

**CONTRACTOR:**

By: \_\_\_\_\_  
Name: Mark Montgomery, Psy.D.  
Title: Executive Director  
Date signed:

**CONTRACTOR:**

By: \_\_\_\_\_  
Name: April Cordova  
Title: Chief Financial Officer  
Date signed:

**COUNTY:**

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

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

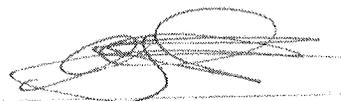
**APPROVED AS TO CONTENT:**

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

**ATTEST**

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

**APPROVED AS TO FORM:**

 5/6/2021  
\_\_\_\_\_  
Deputy County Counsel

**EXHIBIT B - FEE SCHEDULE**

**DAILY ALL-INCLUSIVE RATES**

**Fiscal year 2020/2021 Rates**

**ADULTS**

Adult patients admitted to Restpadd Health Corporation located at 925 Walnut Street in Red Bluff, California, 96080 shall pay the all-inclusive rate of \$970.00 per day, excluding the day of discharge.

**CHILDREN/YOUTH**

Children/Youth patients admitted to Restpadd Health Corporation located at 925 Walnut Street in Red Bluff, California, 96080 shall pay the all-inclusive rate of \$ 1275.00 per day, excluding the day of discharge

**INVOICING AND PAYMENT:**

- A. For services satisfactorily rendered, and upon receipt and approval of the invoice(s), the County of Plumas agrees to compensate the Contractor:
- B. Invoice(s) Shall:
  - a) Include backup documentation to support the invoice.
  - b) Bear the Contractors name, exactly as shown on the Agreement.
  - c) Bear the Contractor Agreement Number.
  - d) Identify the expense, billing and/or performance period covered on invoice
  - e) Invoice(s) must be signed by authorized personnel.
- C. Invoice(s) shall be submitted to the Project Representative listed in this Agreement under General Provisions, 6.4 Notices.

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

CA Health & Wellness 21-23

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AMENDMENT NUMBER THREE

MEMORANDUM OF UNDERSTANDING BETWEEN

CALIFORNIA HEALTH & WELLNESS AND PLUMAS COUNTY DEPARTMENT OF BEHAVIORAL HEALTH

This Amendment Number Three ("**Amendment**") to the Memorandum of Understanding between California Health & Wellness ("**CH&W**"), a health maintenance organization, and County of Plumas through its Department of Behavioral Health ("**COUNTY**"), a mental health plan, shall take effect as of the date of this notice as an amendment required by the State of California.

WHEREAS, CH&W and COUNTY are parties to the Memorandum of Understanding dated July 1, 2018, (the "**MOU**"); and

WHEREAS, the MOU expires on June 30, 2021.

NOW, THEREFORE in consideration of foregoing, the MOU shall be amended as follows:

1. Extend the term of the MOU through June 30, 2023.
2. Transportation Invoicing Documents, FW-9 and Vendor Master Maintenance Form, shall continue as MOU attachments.
3. Capitalized terms used in this Amendment and not otherwise defined herein shall have the same meaning in the MOU. All other terms and conditions of the MOU not inconsistent with this Amendment shall remain in effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date set forth beneath their respective signatures.

California Health and Wellness Plan

County of Plumas

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: Martha Santana-Chin

Print Name: Tony Hobson, PhD.

Title: Government Programs Officer

Title: Behavioral Health Director

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Print Name: Jeff Engel

Title: Board Chair, Plumas County Board of Supervisors

Date: \_\_\_\_\_

Approved as to form:

  
\_\_\_\_\_  
COUNTY COUNSEL

5/6/2021

Attest

Signature: \_\_\_\_\_

Heidi Putnam Clerk,  
Board of Supervisors

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**FIRST AMENDMENT**

This First Amendment (First Amendment) to the Memorandum of Understanding (MOU) is made and entered into as of the last date signed below between the County of Yolo, via its Health and Human Services Agency, and the County of Plumas, via its Behavioral Health Department, herein referred to as "the Parties," for the Data Drive Recovery Project as stated below.

**WHEREAS**, on or about September 29, 2019, the Parties entered into a Memorandum of Understanding regarding the Data Drive Recovery Project (MOU); and

**WHEREAS**, the Parties now mutually agree to amend the MOU in its entirety, via this First Amendment, by replacing the MOU with this First Amendment.

**NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:**

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE COUNTY OF YOLO AND COUNTY OF PLUMAS**

**1. Parties.** This Memorandum of Understanding (hereinafter referred to as "MOU") is made and entered into by and between the County of Yolo, for and on behalf of the Yolo County Health and Human Services Agency (hereinafter referred to as "Yolo"), whose address is 137 N. Cottonwood Street, Woodland, CA 95695, and the County of Plumas, for and on behalf of the Plumas County Behavioral Health Department (hereinafter referred to as "Plumas"), whose address is 270 County Hospital Rd., #109, Quincy, CA 95971, herein collectively referred to as "the Parties."

**2. Purpose.** The purpose of this MOU is to establish the terms and conditions under which the Data Driven Recovery Project (hereinafter referred to as "DDRP") will function. With HHSA as the lead entity of a Mental Health Services Act (MHSA) funded initiative, each participating county Behavioral Health Department agrees to develop a project charter as well as put the necessary resources and coordination into bringing together stakeholders and decision makers to have maximum impact on a) understanding the prevalence of behavioral health issues of those in the criminal justice system, b) developing strategies for positive impact on these issues, and c) increasing the connection between behavioral clients and treatment.

**3. Term of MOU.** This MOU is effective on the last date signed and executed by the duly authorized representatives of the Parties to this MOU and shall remain in full force and effect until December 31, 2021. This MOU may be terminated, without cause, by either party upon thirty (90) days' written notice, which notice shall be delivered by hand or by certified mail to the address listed above.

**4. Responsibilities of Plumas.**

**A.** In consultation with Yolo and O'Connell Research, Plumas will develop a DDRP Project Charter and Work Plan ("DDRP County Work Plan") within 120 days of entering into this MOU. The DDRP County Work Plan will be used to match Plumas's resources and priorities with DDRP resources and priorities.

**B.** There are one-time DDRP funds ("DDRP funds") available to participating counties upon approval of their DDRP County Work Plan. DDRP funds are available to participating counties to support staffing for the DDRP or the development of pilot programs shown to have promise from the data analysis as demonstrated through the DDRP County Work Plans. These expenses would be developed in the context of each DDRP County Work Plan. In order to access the DDRP funds, the DDRP County Work Plan must be approved by Yolo as the lead entity.

Examples of areas that participating counties may use the DDRP funds for are projects to bring in relevant data around program design from multiple stakeholders; piloting projects that tend to be hard to fund across agencies; and/or internal project management to overcome internal barriers. Key expenses that may be reimbursed, include but are not limited to:

1. Pilot projects that leverage or test findings in the analysis
2. Development of long-term planning and financial sustainability
3. Ongoing project management and coordination,
4. Consulting and coordinating with Boards of Supervisors and County administration.

C. Plumas will be required to utilize local resources during the implementation of this MOU. Plumas may also request State MHSA Innovation funds, as available, for this purpose.

D. Plumas will have access to O'Connell Research to assist in areas designated in the DDRP County Work Plan, and to assist in producing deliverables as developed in the DDRP County Work Plan. O'Connell Research will work collaboratively with participating counties and serve as a point of contact and continuity across all DDRP participant counties.

E. Plumas is obligated to report progress as well as barriers in implementation of their DDRP County Work Plan and will develop a timeline for this reporting as a component of their resulting projects.

F. Plumas will participate in a quarterly call with other participating counties in their cohort of DDRP.

## 5. Responsibilities of Yolo

A. Yolo shall act as the lead entity and fiscal agent for the MOU. Yolo will initiate agreements with the participating counties.

B. Yolo County shall sub-contract with O'Connell Research, as the project lead and primary point of contact for participating county assistance. O'Connell Research shall provide access to the administrative, legal, and technical resources to Plumas including those developed during the first cohort of the project, as well as connect Plumas to existing participating counties.

C. Upon approval of Plumas's DDRP County Work Plan, Yolo may transfer DDRP funds to Plumas on a no less than an annual basis to be used by Plumas in support of its DDRP County Work Plan. This MOU may be amended to add the requisite funding and related exhibits.

D. Through the DDRP, O'Connell Research shall offer to at least five (5) Participating Counties direct assistance over the project period in leveraging their existing behavioral health records with other criminal justice entities including jails, courts, and probation to make more specific, data driven system design decisions.

## 6. Entire Agreement

A. The complete MOU shall include the following exhibits and attachment(s) attached hereto and incorporated herein:

Exhibit A – General Terms and Conditions

Exhibit B – Compensation and Payment Terms Yolo and Plumas shall each comply with all of the terms and conditions set forth in these exhibits and attachment(s). In the event of any conflict between any of the provisions of this MOU (including Exhibits and attachments), the provision that requires the highest level of performance from Yolo's benefit shall prevail.

B. This MOU constitutes the entire agreement between the Yolo and Plumas and supersedes all prior negotiations, representations, or agreements, whether written or oral. In the event of a dispute between the parties as to the language of this MOU or the construction or meaning of any term hereof, this MOU shall be deemed to have been drafted by the parties in equal parts so that no presumptions or inferences concerning its terms or interpretation may be construed against any party to this MOU.

7. **Signatures.** In witness whereof, the Parties to this MOU through their duly authorized representatives have executed this MOU on the days and dates set out below, and certify that they have read, understood, and agreed to the terms and conditions of this MOU as set forth herein.

**COUNTY OF YOLO**

By: \_\_\_\_\_  
Ryan Pistochini, Purchasing Manager

Date \_\_\_\_\_

By: \_\_\_\_\_  
Karen Larsen, LMFT, Director  
Yolo County Health & Human Services Agency

Date \_\_\_\_\_

Approved as to Form:  
Philip J. Pogledich, County Counsel

By: Hope P. Welton  
Hope P. Welton, Senior Deputy

**COUNTY OF PLUMAS**

By: \_\_\_\_\_  
Tony Hobson, Behavioral Health Director

Date \_\_\_\_\_

Approved as to form:

Gretchen Stuhr

Gretchen Stuhr  
Plumas County Counsel

5/6/2021

## EXHIBIT A – GENERAL TERMS AND CONDITIONS

- A. Amendments.** Either party may request changes to this MOU. Any changes, modifications, revisions or amendments to this MOU which are mutually agreed upon by and between the parties to this MOU shall be incorporated by written instrument, and effective when executed and signed by all parties to this MOU.
- B. Severability.** Should any portion of this MOU be judicially determined to be illegal or unenforceable, the remainder of the MOU shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.
- C. Indemnification.** Each party shall indemnify, defend, protect, hold harmless, and release the other, their elected bodies, officers, agents, and employees, from and against any and all claims, losses, proceedings, damages, causes of action, liability, costs, or expense (including attorneys' fees and witness costs) arising from or in connection with, or caused by any negligent act or omission or willful misconduct of such indemnifying party. This indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages or compensation payable to or for the indemnifying party under workers' compensation acts, disability benefit acts, or other employee benefit acts.
- D. Third Party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of a third-party beneficiary, and this MOU shall not be construed so as to create such status. The rights, duties and obligations contained in this MOU shall operate only between the parties to this MOU and shall inure solely to the benefit of the parties to this MOU. The provisions of this MOU are intended only to assist the parties in determining and performing their obligations under this MOU. The parties to this MOU intend and expressly agree that only each party's signatory to this MOU shall have any legal or equitable right to seek to enforce this MOU, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this MOU, or to bring an action for the breach of this MOU.
- E. Confidentiality/Privacy & Security.** Plumas shall protect the confidentiality, privacy, and provide for the security of protected client information which might be disclosed during the DDRP project, to be in compliance with all applicable federal and state laws including but not limited to California Welfare and Institutions Code Sections 5328 et seq., 10850, and 14100 et seq., 42 U.S.C. §1320d, and 45 Code of Federal Regulations Parts 160, 162, 164 and 205, and the Federal Confidentiality of Substance Abuse Disorder Patient Records laws and regulations, Title 42 of the United States Code §290dd-2 and 42 CFR Part 2.
- Yolo and O'Connell Research have entered into a Business Associate/Qualified Service Organization Agreement. By entering into this MOU, Plumas acknowledges and bears its own risk regarding confidentiality, privacy, and security of its client information.

## EXHIBIT B – COMPENSATION AND PAYMENT TERMS

Yolo as the lead entity will act as the fiscal agent ensuring the Plumas receives the DDRP funding for the project contemplated by this MOU, as follows:

### A. Available DDRP Funds

Any other provision of this MOU notwithstanding the maximum amount of DDRP funds available to Plumas for the DDRP project shall be no greater than **FIFTY THOUSAND DOLLARS (\$50,000)** specified as follows:

	MOU Term July 1, 2020 through December 31, 2021	Total
DDRP Funds	<b>\$50,000</b>	<b>\$50,000</b>

### B. Method of Payment

1. Plumas shall submit an invoice to Yolo within thirty (30) days of the execution of this MOU. Invoices shall be submitted to the Yolo in an electronic format at [HHSA.AccountsPayable@yolocounty.org](mailto:HHSA.AccountsPayable@yolocounty.org). Plumas shall submit supporting documentation as requested by the Yolo.
2. Yolo shall authorize payment by within forty-five (45) days of submission of an appropriate invoice and any further documentation requested by the Yolo for purposes of this MOU.
3. In the event that Plumas fails to comply with any provision of this MOU, Yolo may withhold payment otherwise due Plumas pursuant to this MOU until such noncompliance has been corrected.
4. Yolo's obligation to compensate Plumas pursuant to this MOU is contingent upon, and subject to, the Yolo's receipt of such funding from the State, and the absence or removal of any constraints imposed by the State upon such receipt and payment.
5. Plumas shall use the funds provided by Yolo exclusively for the purposes of performing the services required by the DDRP project under the DDRP County Work Plan. No funds provided by Yolo pursuant to this MOU shall be used for any political activity or political contribution.
6. Should the Parties terminate this MOU, Plumas shall reimburse Yolo with a pro-rated portion of the funding, within thirty (30) days of termination.
7. Yolo will demand repayment from Plumas in the event that any expenditure related to Plumas's performance under this MOU is subsequently determined disallowed, regardless of reason. Any such disallowance related to the current term of this MOU will be due and payable immediately to the Yolo. Yolo may recoup from Plumas by offsetting any payment otherwise due pursuant to this MOU.

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RESOLUTION NO. 2021-\_\_\_\_\_

**RESOLUTION TO ACCEPT CONTRACT AGREEMENT NUMBER 20-10192 FOR THE STATE OF CALIFORNIA DEPARTMENT OF HEALTH CARE SERVICES (DHCS) MENTAL HEALTH SERVICES DIVISION.**

The **Supervisors of the County of Plumas** hereby consent to, adopt, and ratify the following Resolution:

**WHEREAS**, DHCS Contract Agreement Number 20-10192 will set forth the conditions and requirements for the purpose of identifying and providing for covered Drug Medi-Cal services for substance use treatment.

**WHEREAS**, Plumas County Behavioral Health's objective is to make substance use treatment services available to Medi-Cal beneficiaries through utilization of federal and state funds available pursuant to Title XIX and Title XXI of the Social Security Act for reimbursable covered services rendered by certified DMC providers.

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS AS FOLLOWS:**

Approve DHCS Contract number 20-10192 from the State of California Department of Health Care Services for County of Behavioral Health Director to sign any documents pertaining to this Agreement as the Board's designee.

**The foregoing Resolution was duly PASSED AND ADOPTED by the Board of Supervisors of the County of Plumas, State of California, at a meeting held on the 1<sup>st</sup> day of June 2021 by the following vote:**

AYES:

NOES:

ABSENT:

ABSTAIN:

Said Resolution to be effective as of the 1<sup>st</sup> day of June 2021

Signature of Approving Officer

\_\_\_\_\_  
**Jeff Engel, Chair  
Board of Supervisors**

CERTIFICATE OF THE ATTESTING OFFICER

The undersigned, Officer of said Board of Supervisors does hereby attest and certify that the foregoing Resolution is a true, full and correct copy of a resolution duly adopted at a meeting of the **Board of Supervisors of the County of Plumas** which was duly convened and held on the date stated thereon, and that said document has not been amended, modified, repealed or rescinded since its date of adoption and is in full force and effect as of the date hereof.

ATTEST: \_\_\_\_\_

**Signature of Attesting Officer**  
**Heidi Putnam, Clerk of Board of Supervisors**

2C (6-13)

**PLUMAS COUNTY BEHAVIORAL HEALTH SERVICES**

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



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Tony Hobson Ph.D., Director

DATE: June 1, 2021

TO: Honorable Board of Supervisors

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

SUBJECT: Consent Agenda

**Recommendation**

1. It is respectfully requested the Board of Supervisors approve and authorize the board chair to sign an \$50,000.00 Agreement with Roundhouse Council.
2. It is respectfully requested the Board of Supervisors approve and authorize the board chair to sign a \$75,000.00 Agreement with Plumas Rural Services Child Mental Health Services.
3. It is respectfully requested the Board of Supervisors approve and authorize the board chair to sign a \$286,113.00 Agreement with Plumas Rural Services-Client Support and Homeless Prevention.
4. It is respectfully requested the Board of Supervisors approve and authorize the board chair to sign a \$18,822.00 Agreement with Plumas Rural Services-Girl's Rite Youth Prevention Program.
5. It is respectfully requested the Board of Supervisors approve and authorize the board chair to sign a \$16,000.00 Agreement with Maria Assunta Vicini, Tai Chi Instructor.
6. It is respectfully requested the Board of Supervisors approve and authorize the board chair to sign a \$50,000.00 Agreement with Plumas County Public Health Agency-Veterans Outreach.
7. It is respectfully requested the Board of Supervisors approve and authorize the board chair to sign a \$65,000.00 Agreement with Plumas County Public Health Agency-Senior Connections.

8. It is respectfully requested the Board of Supervisors approve and authorize the board chair to sign a \$110,000.00 Agreement with Crestwood Behavioral Health.

**BACKGROUND AND DISCUSSION:**

1. The \$50,000.00 Agreement with Roundhouse Council will allow programing to continue with local Native American youth, families, and elders. Focusing on reducing negative outcomes that may result from untreated mental illness. This Agreement has been approved to form by County Counsel. Services are paid out of the Mental Health Services Act.
2. The \$75,000.00 Agreement with Plumas Rural Services for Child Mental health Services, this program will provide Early and Periodic Screening, Diagnostic and Treatment Specialty Mental Health Services for full scope Medi-Cal eligible Plumas County children, ages 3-21. Services are paid out of the Mental Health Services Act. This Agreement has been approved to form by County Counsel.
3. The \$286,113.00 Agreement with Plumas Rural Services for Client Support and Homeless Prevention. Through Mental Health Services Act funding PRS will provide client housing and ancillary supports to those who are at the risk of homelessness and in need of emergency lodging. This Agreement has been approved to form by County Counsel.
4. The \$18,822.00 Agreement with Plumas Rural Services for Girl's Rite Youth Prevention Program Services, this program will provide prevention services for up to 15 girls, ages 11-18. Girl's Rite provides an all-girl support for building self-confidence, physical and emotional resiliency, healthy relationships. Services are paid out of the Mental Health Services Act. This Agreement has been approved to form by County Counsel.
5. The \$16,000.00 Agreement with Maria Assunta Vicini, Tai Chi Instructor, this program will provide an overall positive approach to improving health through low impact exercise program open to all citizens in the Portola area. Tai Chi services are paid out of the Mental Health Services Act.
6. The \$50,000.00 Agreement with Plumas County Public Health Agency-Veteran's Outreach, this program funding will provide staff the opportunity to increase veteran's connectedness and support within the community and improve utilization of benefits, direct services and supportive services that enhance wellness and quality of life by ongoing outreach, information and education to our Plumas County Veteran population. Services are paid out of the Mental Health Services Act. This Agreement has been approved to form by County Counsel.

7. The \$65,000.00 Agreement with Plumas County Public Health Agency-Senior Connections, this program funding will provide staff the opportunity to screen homebound seniors for early signs of depression or other mental illness through home visits. Services are paid out of the Mental Health Services Act. This Agreement has been approved to form by County Counsel
8. Crestwood Behavioral Health is a psychiatric rehabilitation center and covers a large demand for mental health wellness and recovery services. This agreement has been approved to form by County Counsel.

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

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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 **Roundhouse Council, Inc.**, a California non-profit 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 fifty thousand dollars (\$50,000.00). Contractor or subcontractor of Contractor shall not submit a claim to, or demand or otherwise collect reimbursement from, the beneficiary or persons acting on behalf of the beneficiary for any specialty or related administrative services provided under this contract, except to collect other health insurance coverage, share of cost, and co-payments.
3. Term. The term of this Agreement commences July 1, 2021, and shall remain in effect through June 30, 2022, unless terminated earlier pursuant to this Agreement. County's Board of Supervisors hereby ratifies and approves for payment, services provided by Contractor from July 1, 2021, to the date of approval of this Agreement by the Board of Supervisors.
4. Termination. Either party may terminate this agreement by giving thirty (30) days written notice to the other party.

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

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

MHSA2122ROUNDHOUSE

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

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

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

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

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

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

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

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

County:

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

Contractor:

Mary Joseph, Executive Director  
Roundhouse Council, Inc.  
330 Bush Street  
Greenville, CA 95947

23. Time of the Essence. Time is hereby expressly declared to be of the essence of this Agreement and of each and every provision thereof, and each such provision is hereby made and declared to be a material, necessary, and essential part of this Agreement.
24. Contract Execution. Each individual executing this Agreement on behalf of Contractor represents that he or she is fully authorized to execute and deliver this Agreement.

\_\_\_\_ COUNTY INITIALS

CONTRACTOR INITIALS \_\_\_\_

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

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

**CONTRACTOR:**

Roundhouse Council, Inc. a California non-profit corporation

By: \_\_\_\_\_  
Name: Danny Manning  
Title: Chief Executive Officer  
Date signed:

By: \_\_\_\_\_  
Name: Lorena Gorbet  
Title: Chief Financial Officer  
Date signed:

**COUNTY:**

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

By: \_\_\_\_\_  
Name: Tony Hobson Ph.D.  
Title: Chair, Board of Supervisors  
Date signed:

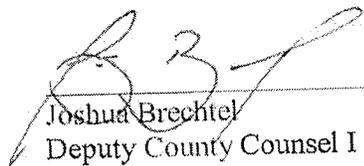
**APPROVED AS TO CONTENT:**

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

**ATTEST:**

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

Approved as to form:

  
\_\_\_\_\_  
Joshua Brechtel  
Deputy County Counsel I

5/18/2021

**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 ROUNDHOUSE COUNCIL, INC., referred to herein as Business Associate ("BA"), dated July 1, 2021.

**RECITALS**

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

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

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

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

**1. Definitions**

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

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

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

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

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

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

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

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

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

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

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

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

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

## 2. **Obligations of Business Associate**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### 3. **Termination**

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

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

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

4. **Disclaimer**

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

5. **Certification**

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

6. **Amendment**

The parties acknowledge that state and federal laws relating to data security and privacy are rapidly evolving and that amendment of the Agreement may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule and other applicable laws relating to the security or confidentiality of PHI. The parties understand and agree that CE must receive satisfactory written assurance from BA that BA will adequately safeguard all Protected Information. Upon the request of either party, the other party agrees to promptly enter into negotiations concerning the terms of an amendment to this Agreement embodying written assurances consistent with the standards and requirements of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule or other applicable laws. CE may terminate the Contract upon thirty (30) days written notice in the event (i) BA does not promptly enter into negotiations to amend the Agreement when requested

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

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

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

**8. No Third-Party Beneficiaries**

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

**9. Interpretation**

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

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

**COVERED ENTITY**

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

**BUSINESS ASSOCIATE**

Name: Danny Manning  
Title: Chief Executive Officer  
Address: 330 Bush Street  
Greenville, California, 95947  
Signed: \_\_\_\_\_  
Date: \_\_\_\_\_

## EXHIBIT A - SCOPE OF WORK

### Roundhouse Council – Native Youth, Family, and Elders Prevention Program

Roundhouse Council is a community-based non-profit organization dedicated to providing language and cultural activities and education and resource support to Native American youth, families, and elders in Plumas County. This program focuses on reducing negative outcomes that may result from untreated mental illness, including school failure, suicide, and prolonged suffering.

#### Youth Activities

Roundhouse Council will work with local Native youth, providing them afterschool, weekend, and summer programming. Youth are offered Language, Traditional Dance, Handgame practice, along with youth prevention strategies, such as wellness groups and teen activity nights, as well as Native-specific mental illness stigma and discrimination reduction strategies. When appropriate, the organization provides a means for warm referral to other agencies, including Plumas County Behavioral Health, for its participants and their families.

#### Wellness Groups

Roundhouse Council will partner with two main facilitators who travel regularly to Indian Valley from out of county. Roundhouse Council's Cultural Coordinator will assist current facilitators during their groups, optimizing the effectiveness of these interactions, measuring attendance and collecting participant demographics, and moderating communication among participants and community members.

Roundhouse Council staff has made connections with other tribes and villages and will invite them to visit and share their knowledge with our students on a one on one basis and in a group setting - these individuals will visit this program site multiple times over to impart generational and tribal knowledge.

Staff will continue to reach out to Native individuals who have experience working with Native youth programs and who would like to offer their knowledge to assist in our current youth programs. The skill level of these facilitators ranges in program knowledge geared towards Native American people and the different ways they interpret and internalize information that pertains to mental, physical and spiritual wellness: White Bison, 12-step programs, *Fatherhood and Motherhood Is Sacred*, Sacred Native Institute's *Healthy Relationships*, and *Tobacco Is Sacred, Drugs and Alcohol Are Not Traditional*, are a few programs these facilitators are trained to provide.

These are family-oriented programs that can be formulated to focus on youth and multi-generational participants. The importance of reaching out to different individuals and inviting them to participate in this program helps to keep the program new for returning participants, while continuing to bring in the facilitators who have already built rapport with them.

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Staff has reached out to the local Tribal TANF office in Greenville to partner on creation of wellness-focused groups; this is an opportunity to reach more Native people in the community who may not currently participate in Roundhouse Council programs and will allow Roundhouse facilitators to partner with other Native American educators utilized by the TANIF program to create future events and programs designed specifically for Native youth.

### Skill Building

Roundhouse facilitators will continue to work with local youth on traditional dance, hand-games, and Native language. These lessons are taught and retaught to assist youth in retaining the cultural curriculum to pass the teachings on to others in their families and communities for those who didn't have this opportunity, and as a legacy for the next generation of Native children. Roundhouse Council will invite additional facilitators to share their unique talents with student participants, such as their ability to make dance regalia. Dance regalia can take years to make: the work that goes into dance regalia is time consuming and tedious. There are many individual pieces that need to be made in order to create a full dance outfit.

Many of these pieces are made with natural materials and need to be treated as live spirits; part of the teachings of making one's own dance *Rigens*, another term for regalia, is that they must make them in a good way, because the emotions one feels while creating the dance *Rigens* is what one puts into the feathers, requiring the participant to want to feel happy in order for the *Rigens* to offer up good prayers. Creating one's own dance *Rigens* also demonstrates the owner's sense of pride in self and teaches patience.

### Language Program

There was a time in Native American History when tribes were not allowed to speak their language or practice their religion; practices that were punishable by death. The traditional teachings that RC is able to share with Native youth was passed down by Elders who retained the teaching of prior generations who practiced in fear of what could happen should they get caught. To be able to continue what RC has started with Native youth is a blessing from their Creator and is a solemn responsibility.

Roundhouse Council's Language program was born out of long-held recordings of local Elders who spoke the Maidu Language. Together with these recordings, the Maidu dictionary, and primary sources online and in the Berkeley Archives, RC and its educators have been able to start a language program.

The facilitators have used these recordings and created lesson plans for the Language group. This has been an ongoing learning process for the youth who participate in the Language group. Unfortunately, Maidu is not the first Language of RC participants, and without regular practice by RC's Language group, it will not survive for this and subsequent generations.

### Gatherings of Native Americans

Roundhouse Council will plan and host a GONA, or Gathering of Native Americans, each year of the Plan; this is where collaboration and partnerships with other Native programs will be beneficial: during a GONA the need for multiple facilitators is required for the breakout sessions and to assist if needed when the conversation intensifies, for the potential of one-on-one counseling, when needed. Roundhouse Council has observed that many Native adults are not as

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willing to participate in weekly groups, but they are willing to participate in occasional functions, such as a GONA, Big Time or Handgame Tournament.

GONAs are intended to provide tools for emotional, spiritual and physical wellness and subject matter can be based around issues that are important to youth, adults and multi-generations.

Big Times are also Gatherings of the people and are an opportunity for Native communities to gather to Dance and Pray for the people. A Big Time will be held for a few hours or many days: some Big Times are just for an opportunity to be social with other groups, while others are spiritual.

Handgame tournaments are a Traditional game that is believed to have been around since the beginning of time. The game has since been modernized and Tournaments now are played for money prizes, while for prior generations, play was for merchandise, such as tools or jewelry.

While Handgame tournaments are incentivized with prizes, the game is deeply rooted in the ritual of play and connected through time singing the same songs. The songs are unique to people's Tribal areas but have been shared along the Handgame Circuit.

GONAs, Big Times, and Handgame Tournaments are traditional ways for Native People to come together to share their common history and culture. These events highlight Tribal commonalities and differences drawing on the strengths that all Tribal people share: the love of their culture and the motivation to preserve it for future generations.

### Family Night Dinners and Elder Luncheons

During the next three years, Roundhouse Council will continue to work with students on culturally specific programs focusing on Tribal youth's mental, physical and spiritual wellness. Roundhouse Council will continue to meet the needs of the community by hosting bi-weekly Family Night dinners and monthly Elders' Luncheons.

While these meals help to supplement participating families' monthly food budgets, especially for struggling families who receive county aid, such as food stamps, they provide opportunities for Roundhouse Council leaders to assess wellbeing and to provide outreach when needed.

During family nights, the community members play games, tell stories, watch movies, or just visit. This allows Native families to stretch their monthly food budgets and have a break from cooking. Family night dinners offer a time for families to socialize in a safe and welcoming environment, while participating in activities that focus on harm reduction and are drug and alcohol free.

The Elders' Luncheons serve Elders from Indian Valley and Quincy. This has been a longtime function of Roundhouse Council, and it provides an opportunity for Native Elders to get out of their homes and visit amongst each other. No activities are planned during this time because the Elders would rather chat with each other and socialize about the "good ol' days." Before everyone goes home the staff likes to share program schedules, in case any of the Elders would like to join Language group activities, family night dinners, cultural field trips, or offer to share their lived experience and knowledge during youth wellness groups.

Program Participants and Outcomes

Roundhouse Council anticipates serving a minimum of 20 youth and 20 adults each year during the three-year MHSA program. Proposed outcomes include the following:

- 100% of those participating in Multi-Generational Wellness programs will have an increased knowledge of and connection to Native American culture, traditions, skills and language
- 100% of those participating will have increased connections to supports and linkages to services that may identify early signs of a mental illness, reducing mental health disparities among Native American families and decreasing prolonged suffering, suicide, and school failure
- 100% of those participating will receive timely access to supports and will experience reduced perceptions of stigma and discrimination in seeking and receiving mental health services
- All participants will have an increased sense of connection to family and community

Roundhouse Council will use sign-in sheets to show participation. Participation is voluntary and to have continual participation shows success of the program, along with feedback from the facilitators. Evaluation forms will be filled out by group facilitators to indicate their perceptions of group progress and to indicate when changes or adjustments are required. There will also be check-ins with all participants on a quarterly basis to assess to what extent the participants perceive the groups are progressing and if they are needed.

The Executive Director of Roundhouse Council will be responsible to guide staff in collecting demographic and outcomes data for Plumas County Behavioral Health MHSA Program, including sexual orientation and gender identity information, as age appropriate. The Executive Director will prepare required program and outcomes reports and submit these upon the established timelines of the MHSA Program.

Roundhouse Council regularly seeks federal, state, foundation, and corporate grant funding to support and sustain programming. The agency utilizes grant writing services provided by the Lassen-Plumas-Sierra Community Action Agency as in-kind to their program for development and support of long-term sustainability.

**EXHIBIT B - FEE SCHEDULE**

Funding provided under this Agreement shall be allocated contingent upon receipt of quarterly invoices in the fiscal year for which services are delivered (and no later than the 15<sup>th</sup> day of the month following each quarter: October, January, April, and July).

**In a manner and form determined by Plumas County Behavioral Health based on state reporting requirements, Contractor shall report on Prevention and Early Intervention (PEI) program progress to the Department’s MHSA program on a quarterly basis, with a final report due no later than July 31 for the prior program year, that the Contractor has satisfactorily completed deliverables and services described in the Scope of Work set forth in Exhibit A.**

**INVOICING AND PAYMENT:**

- A. For services satisfactorily rendered, and upon receipt and approval of the invoice(s), the County of Plumas agrees to compensate the Contractor:
- B. Invoice(s) Shall:
  - a) Include backup documentation to support the invoice.
  - b) Bear the Contractors name, exactly as shown on the Agreement.
  - c) Bear the Contractor Agreement Number.
  - d) Identify the expense, billing and/or performance period covered on invoice
  - e) Invoice(s) must be signed by authorized personnel.
- C. Invoice(s) shall be submitted to the Project Representative listed in this Agreement under General Provisions, 6.4 Notices.
- D. Fee Structure:

Program Category	Description of Cost	Projected Amount
Cultural Program Coordinator	0.40 FTE Salary and Benefits	\$12,700.00
Group Facilitator	Girls’ youth group, young kids’ group	\$9,600.00
Group Facilitator	Language and boys’ youth groups	\$14,400.00
Group Facilitator	GONA or Big Time event	\$3,300.00
Supplies	Materials for Rigen making, Beads, Student Craft supplies, Food for participant classes	\$8000.00
Travel	Out of county cultural events – GONAs, dances, and Big Time	\$2000.00
<b>Total for FY21-22</b>		<b>\$50,000.00</b>

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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 **Plumas Rural Services**, a California non-profit 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 seventy-five thousand dollars (\$75,000.00). Contractor or subcontractor of Contractor shall not submit a claim to, or demand or otherwise collect reimbursement from, the beneficiary or persons acting on behalf of the beneficiary for any specialty or related administrative services provided under this contract, except to collect other health insurance coverage, share of cost, and co-payments.
3. Term. The term of this Agreement commences July 1, 2021, and shall remain in effect through June 30, 2022, unless terminated earlier pursuant to this Agreement.
4. Termination. Either party may terminate this agreement by giving thirty (30) days written notice to the other party.
  - a. If, in the Director's sole judgment, Contractor's performance of the obligations, duties and responsibilities required of Contractor by this Agreement jeopardize the health, safety, or welfare of any person, then County may terminate this Agreement immediately upon written notice served upon the Contractor.
  - b. If this Agreement is terminated, the Contractor shall promptly supply all information necessary for the reimbursement of any claims submitted to the State.
5. Non-Appropriation of Funds. It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, the County shall have no liability to pay any further funds whatsoever to Contractor or furnish any other consideration under this Agreement and Contractor shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either cancel this Agreement with no further liability incurring to the County, or offer an amendment to Contractor to reflect the reduced amount available to the program. The parties acknowledge and agree that the

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

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

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

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

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

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

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

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

County:

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

Contractor:

Patty Clawson, Chief Executive Director  
Plumas Rural Services  
711 E. Main Street  
Quincy, CA 95971

23. Time of the Essence. Time is hereby expressly declared to be of the essence of this Agreement and of each and every provision thereof, and each such provision is hereby made and declared to be a material, necessary, and essential part of this Agreement.
24. Contract Execution. Each individual executing this Agreement on behalf of Contractor represents that he or she is fully authorized to execute and deliver this Agreement.

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

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

**CONTRACTOR:**

Plumas Rural Services, a California non-profit corporation

By: \_\_\_\_\_  
Name: Patty Clawson  
Title: Chief Executive Officer  
Date signed:

**COUNTY:**

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

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

By: \_\_\_\_\_  
Name: Kent Barrett  
Title: Chief Financial Officer  
Date signed:

**APPROVED AS TO CONTENT:**

By: \_\_\_\_\_  
Name: Jeff Engel  
Title: Chair, Board of Supervisors  
Date signed: Director

**ATTEST:**

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

Approved as to form:

  
\_\_\_\_\_  
Joshua Brechtel  
Deputy County Counsel I

5/14/2021

## 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 PLUMAS RURAL SERVICES, referred to herein as Business Associate (“BA”), dated July 1, 2021.

### RECITALS

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

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

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

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

#### 1. Definitions

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

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

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

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

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

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

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

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

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

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

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

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

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

## 2. **Obligations of Business Associate**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### 3. Termination

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

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

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

4. **Disclaimer**

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

5. **Certification**

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

6. **Amendment**

The parties acknowledge that state and federal laws relating to data security and privacy are rapidly evolving and that amendment of the Agreement may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule and other applicable laws relating to the security or confidentiality of PHI. The parties understand and agree that CE must receive satisfactory written assurance from BA that BA will adequately safeguard all Protected Information. Upon the request of either party, the other party agrees to promptly enter into negotiations concerning the terms of an amendment to this Agreement embodying written assurances consistent with the standards and requirements of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule or other applicable laws. CE may terminate the Contract upon thirty (30) days written notice in the event (i) BA does not promptly enter into negotiations to amend the Agreement when requested

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

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

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

**8. No Third-Party Beneficiaries**

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

**9. Interpretation**

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

MHSA2122PRS-CMHSP

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

**COVERED ENTITY**

Name: Tony Hobson, Ph.D.

Title: Behavioral Health Director

Address: 270 County Hospital Road, Suite 109

Quincy, California 95971

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

**BUSINESS ASSOCIATE**

Name: Patty Clawson

Title: Chief Executive Director

Address: 711 E. Main Street

Quincy, California, 95971

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT A - SCOPE OF WORK**

**Plumas Rural Services – Children’s Mental Health Services Program**

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).

**Plumas Rural Services**

711 E. Main Street  
Quincy CA 95971

586 Jackson Street  
Quincy CA 95971

**II. Purpose**

Provide Early and Periodic Screening, Diagnostic and Treatment (EPSDT) Specialty Mental Health Services (SMHS) for full scope Medi-Cal eligible Plumas County children, ages 3-21, through the Mental Health Services Act (MHSA) Community Services and Supports program. A listing and description of these services are detailed in Section VI of this Scope of Work.

**Goal**

The goal of the EPSDT SMHS is to provide outpatient behavioral health services to children and youth who have been referred by Plumas County Department of Behavioral Health. It is expected that PRS will continue to provide mental health services to ensure continuity of care to the existing caseload as of the effective date of this Agreement, and, no new cases shall be added during the term of this Agreement. Contractor will provide Medi-Cal billable specialty mental health services with a productivity expectation set at 50%.

**III. Target Population**

County-referred Plumas County Medi-Cal beneficiaries.

These are Seriously Emotionally Disturbed (SED) children and youth as identified by Plumas County Behavioral Health Utilization Review team. It is expected that PRS will continue to provide mental health services to the existing caseload, not exceeding the number as of the effective date of this Agreement. For services to be eligible for payment, all eligible clients must be approved by the County specifically, as follows:

1. The County will require periodic review for continued service authorization through the Utilization Management (UM) process.

**IV. MONITORING**

Track and report annually or as noted on the following:

- A. Child and Adolescent Needs and Strengths-50 (CANS): The CANS tool is an evidence-based tool to measure children and youth functional outcomes in California. The CANS is a structured assessment used for identifying youth and family actionable needs and useful strengths. It provides a framework for developing and communicating about a shared vision and uses youth and family information to inform planning, support decisions, and monitor outcomes. The CANS is completed at intake, every six months thereafter, and at discharge.
- B. The Pediatric Symptom Checklist (PSC) is a 35-item parent/caregiver-report psychosocial screen designed to facilitate the recognition of cognitive, emotional, and behavioral problems so that appropriate interventions can be initiated as early as possible. The PSC is completed at intake, every six months thereafter, and at discharge.
- C. Bi-Annual completion of: State Consumer Perception Survey.
- D. Chart reviews will be conducted by PCBH staff to support compliance with Medi-Cal documentation standards. PRS will be held to the documentation standards that are expected by the Department of Health Care Services.

**V. MEDI-CAL CERTIFICATION AND GOALS:**

- A. Contractor shall provide services at Medi-Cal certified sites. Contractor shall cooperate with Plumas County Behavioral Health 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.

**VI. 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.** 1810.250. 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 receipt of monthly invoices in the fiscal year for which services are delivered.

The contractor will be provided with an MHSA quarterly report form based on state reporting requirements. Quarterly reports are to be completed at the end of each quarter documenting the program's demographics, outcomes, changes, and barriers. The contractor shall provide County a quarterly invoice accompanied with the quarterly report to the Department's MHSA Program Coordinator Elizabeth Brunton [ebrunton@pcbh.services](mailto:ebrunton@pcbh.services) and accounts payable Che Shannon [eshannon@pcbh.services](mailto:eshannon@pcbh.services) no later than the 15<sup>th</sup> day of the month following each quarter: October, January, April, and July. The Contractors quarterly reports will show that deliverables and services described in the scope of work have been satisfactorily completed as outlined in Exhibit A.

The submittal of the quarterly report will replace the yearend report.

**INVOICING AND PAYMENT:**

- A. For services satisfactorily rendered, and upon receipt and approval of the invoice(s), the County of Plumas agrees to compensate the Contractor:
- B. Invoice(s) Shall:
  - a) Include backup documentation to support the invoice.
  - b) Bear the Contractors name, exactly as shown on the Agreement.
  - c) Bear the Contractor Agreement Number.
  - d) Identify the expense, billing and/or performance period covered on invoice
  - e) Invoice(s) must be signed by authorized personnel.
- C. Invoice(s) shall be submitted to the Project Representative listed in this Agreement under General Provisions, 6.4 Notices.

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

**D. Fee Structure:**

This fee structure is based on Contractor's operating costs for Medi-Cal reimbursable direct therapeutic services and administration of the program. These costs will be invoiced monthly at a rate of \$110.00 per hour.

Medi-Cal billable services will be based on Plumas County Behavioral Health's Medi-Cal Fee Schedule, effective November 5, 2019.

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.....COUNTY INITIALS

CONTRACTOR INITIALS .....

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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 **Plumas Rural Services**, a California non-profit 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 two hundred eighty-six thousand, one hundred thirteen dollars (\$286,113.00).
3. Term. The term of this Agreement commences July 1, 2021, and shall remain in effect through June 30, 2022, unless terminated earlier pursuant to this Agreement.
4. Termination. Either party may terminate this agreement by giving thirty (30) days written notice to the other party.

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

5. Non-Appropriation of Funds. It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, the County shall have no liability to pay any further funds whatsoever to Contractor or furnish any other consideration under this Agreement and Contractor shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either cancel this Agreement with no further liability incurring to the County or offer an amendment to Contractor to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution. Contractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.
6. In the event of any breach by the Contractor of any term or provision of this Agreement, the County shall have the right to pursue all available remedies at law or equity, including recovery of damages and specific performance of this Agreement. The parties hereto agree that monetary damages would not provide adequate compensation for any losses incurred by reason of a breach by it or any provisions of this Agreement and hereby

further agrees that in the event of any action for specific performance in respect to such breach, it shall waive the defense that a remedy at law would be adequate. Except as expressly provided elsewhere in this Agreement, each party's rights and remedies under this Agreement are cumulative and in addition to, not exclusive of or in substitution for, any rights or remedies otherwise available to that party.

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

property damage limit of the greater of (i) the limit available on the policy, or (ii) fifty thousand dollars (\$50,000) per accident.

- c. Each policy of commercial general liability (and professional liability, if applicable to the services provided) coverage and automobile liability coverage (including non-owned automobiles) shall meet the following requirements:
  - i. Each policy shall be endorsed to name the County, its officers, officials, employees, representatives and agents (collectively, for the purpose of this section 9, the "County") as additional insureds. The Additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13; and
  - ii. All coverage available under such policy to Contractor, as the named insured, shall also be available and applicable to the County, as the additional insured; and
  - iii. All of Contractor's available insurance proceeds in excess of the specified minimum limits shall be available to satisfy any and all claims of the County, including defense costs and damages; and
  - iv. Any insurance limitations are independent of and shall not limit the indemnification terms of this Agreement; and
  - v. Contractor's policy shall be primary insurance as respects the County, its officers, officials, employees, representatives and agents, and any insurance or self-insurance maintained by the County, its officers, officials, employees, representatives and agents shall be in excess of the Contractor's insurance and shall not contribute with it, and such policy shall contain any endorsements necessary to effectuate this provision. The primary and non-contributory endorsement shall be at least as broad as ISO Form 20 01 04 13; and
  - vi. To the extent that Contractor carries any excess insurance policy applicable to the work performed under this Agreement, such excess insurance policy shall also apply on a primary and non-contributory basis for the benefit of the County before the County's own primary insurance policy or self-insurance shall be called upon to protect it as a named insured, and such policy shall contain any endorsements necessary to effectuate this provision.
- d. Workers Compensation insurance in accordance with California state law.

If requested by County in writing, Contractor shall furnish a certificate of insurance satisfactory to County as evidence that the insurance required above is being maintained. Said certificate of insurance shall include a provision stating that the insurers will not cancel the insurance coverage without thirty (30) days' prior written notice to the County.

County reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time. Contractor shall require all subcontractors to comply with all indemnification and insurance requirements of this agreement, and Contractor shall verify subcontractor's compliance.

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

20. Waiver of Rights. No delay or failure of either party in exercising any right, and no partial or single exercise of any right, shall be deemed to constitute a waiver of that right or any other right.
21. Conflict of Interest. The parties to this Agreement have read and are aware of the provisions of Government Code section 1090 *et seq.* and section 87100 *et seq.* relating to conflicts of interest of public officers and employees. Contractor represents that it is unaware of any financial or economic interest of any public officer or employee of County relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement and is later discovered by the County, the County may immediately terminate this Agreement by giving written notice to Contractor.
22. Notice Addresses. All notices under this Agreement shall be effective only if made in writing and delivered by personal service or by mail and addressed as follows. Either party may, by written notice to the other, change its own mailing address.

County:

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

Contractor:

Patty Clawson, Chief Executive Director  
Plumas Rural Services  
711 E. Main Street  
Quincy, CA 95971

23. Time of the Essence. Time is hereby expressly declared to be of the essence of this Agreement and of each and every provision thereof, and each such provision is hereby made and declared to be a material, necessary, and essential part of this Agreement.
24. Contract Execution. Each individual executing this Agreement on behalf of Contractor represents that he or she is fully authorized to execute and deliver this Agreement.
25. Retention of Records. If the maximum compensation payable under section 2 of this Agreement exceeds \$10,000, then, pursuant to California Government Code section 8546.7, the performance of any work under this Agreement is subject to the examination and audit of the State Auditor at the request of the County or as part of any audit of the County for a period of ten years after final payment under the Agreement. Each party hereto shall retain all records relating to the performance and administration of this Agreement for ten years after final payment hereunder or from the date of completion of

any audit, whichever occurs later, and Contractor agrees to provide such records either to the County or to the State Auditor upon the request of either the State Auditor or the County.

26. Conflicts. In the event of any conflict between the terms of this Agreement and the terms of any exhibit hereto, the terms of this Agreement shall control, and the conflicting term of the exhibit shall be given no effect. Any limitation of liability contained in an attached exhibit shall be null and void.
27. Grievance, appeal, expedited appeal and fair hearing procedures and timeframes  
MHP consumers may submit a grievance orally or in writing at any time and may authorize another person to assist on their behalf. The disposition of a grievance must be provided in writing within 90 days of receipt. The disposition of appeals must be within 30 days of receipt. The disposition of an expedited appeal must be within three working days of receipt. When all county level grievances and appeal processes have been exhausted, the consumer can access the State Fair Hearing process.
28. The attached BAA is incorporated by this reference and made to protect this agreement.

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

**CONTRACTOR:**

Plumas Rural Services, a California non-profit corporation

By: \_\_\_\_\_  
Name: Patty Clawson  
Title: Chief Executive Officer  
Date signed:

**COUNTY:**

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

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

By: \_\_\_\_\_  
Name: Kent Barrett  
Title: Chief Financial Officer  
Date signed:

**APPROVED AS TO CONTENT:**

By: \_\_\_\_\_  
Name: Jeff Engel  
Title: Chair, Board of Supervisors  
Date signed: Director

**ATTEST:**

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

Approved as to form:

  
\_\_\_\_\_  
Joshua Brechtel  
Deputy County Counsel I

5/17/2021

## 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 PLUMAS RURAL SERVICES, referred to herein as Business Associate (“BA”), dated July 1, 2021.

### RECITALS

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

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

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

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

#### 1. Definitions

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

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

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

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

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

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

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

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

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

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

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

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

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

## 2. **Obligations of Business Associate**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### 3. **Termination**

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

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

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

4. **Disclaimer**

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

5. **Certification**

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

6. **Amendment**

The parties acknowledge that state and federal laws relating to data security and privacy are rapidly evolving and that amendment of the Agreement may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule and other applicable laws relating to the security or confidentiality of PHI. The parties understand and agree that CE must receive satisfactory written assurance from BA that BA will adequately safeguard all Protected Information. Upon the request of either party, the other party agrees to promptly enter into negotiations concerning the terms of an amendment to this Agreement embodying written assurances consistent with the standards and requirements of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule or other applicable laws. CE may terminate the Contract upon thirty (30) days written notice in the event (i) BA does not promptly enter into negotiations to amend the Agreement when requested

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

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

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

**8. No Third-Party Beneficiaries**

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

**9. Interpretation**

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

MHSA2122PRS-CSHPS

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

**COVERED ENTITY**

Name: Tony Hobson, Ph.D.

Title: Behavioral Health Director

Address: 270 County Hospital Road, Suite 109

Quincy, California 95971

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

**BUSINESS ASSOCIATE**

Name: Patty Clawson

Title: Chief Executive Director

Address: 711 E. Main Street

Quincy, California, 95971

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_ COUNTY INITIALS

CONTRACTOR INITIALS \_\_\_\_\_

## EXHIBIT A - SCOPE OF WORK

### **Plumas Rural Services – Client Support and Homeless Prevention Services**

In partnership with Plumas County Behavioral Health (PCBH), Plumas Rural Services (PRS) will provide client housing services and other ancillary supports, through MHSA Community Services and Supports (CSS) funding, to PCBH clients who are homeless or at risk of homelessness and in need of emergency lodging, transitional housing, and/or ancillary supports. These may include but are not limited to prescription drug assistance, utility and rental assistance, and other means of stabilizing supports, as identified. These services and supports will be provided to PCBH clients upon approval and referral by PCBH staff.

This program shall be categorized into the following components of client services and supports:

- 1) Homeless Prevention Services:
  - a) Emergency lodging – short-term housing that is provided from 1-30 days, typically provided in a motel or similar dwelling;
  - b) Transitional housing - transitional housing services, meaning greater than 30 days and up to one year, may be in a single-occupancy, or when indicated, in a multiple-occupancy furnished unit, unless prior written approval for an alternative arrangement has been approved by PCBH.
  - c) Rental and utility assistance – rental assistance may include move-in deposits and monthly rental subsidies, approved by PCBH to encompass whole or partial amounts, depending on client needs.
- 2) Medication Assistance – prescription or over-the-counter medications, which are prescribed or recommended by the client’s primary care physician or psychiatrist, may be paid for through medication assistance.
- 3) Other Ancillaries by Request – PRS, at the request and approval of PCBH, may provide other ancillary supports, such as bus passes, tuition assistance for classes, as well as any other ancillary requests made by PCBH to support Full-Service Partnership clients’ and other PCBH clients’ needs.
- 4) Patients’ Rights Advocate Stipend – PRS will provide a quarterly stipend to the Plumas County Behavioral Health Patients’ Rights (consumer) Advocate. PRS will process a timely quarterly stipend payment and support annual out of county training to the Plumas County Behavioral Health Patient’s Rights Advocate on behalf of Plumas County Behavioral Health.

Deliverables

Homeless Prevention Services:

Plumas Rural Services (PRS) will provide Transitional Housing coordination for Plumas County Behavioral Health (PCBH) and its consumers to prevent and reduce homelessness among the PCBH Outreach and Engagement and Full-Service Partnership populations.

PRS coordinating staff will work in close collaboration with the Plumas County Behavioral Health Client Support and Housing Coordinator to ensure that basic needs of all program participants are met. PRS will provide clients with those services that have been approved and communicated by the PCBH Client Support and Housing Coordinator, MHSA Program Coordinator, or the Director.

Program staff will include a transitional housing coordinator, who will work closely with the PCBH Client Support and Housing Coordinator through referral and approval of services; the Transitional Housing Coordinator will be available on-call as needed.

The PRS Transitional Housing Coordinator will schedule housing intake and move in/out procedures and will provide written housing violations and move-out notices to clients, per PCBH Transitional Housing Program policy.

PRS will provide a Transitional Housing Coordinator whose responsibilities include:

- developing relationships with Plumas County landlords;
- liaising with PCBH staff;
- processing payments for ancillary services including prescription assistance, utility assistance, rental assistance and other concerns (cars, plumbing, phone, etc.);
- working with contractors to set up cleaning, maintenance and repairs on transitional houses; and
- arranging emergency lodging with local motels.

Other staff includes the Chief Operating Officer for program supervision and direct service support for the Coordinator (i.e., backup for processing client assistance, processing requests from PCBH, etc.), the Fiscal Officer for fiscal compliance (grant billing, fiscal reporting, and response to PCBH on fiscal matters), and the Fiscal Clerk for processing of all payments. PRS will hire contractors for cleaning and major repairs for transitional housing units, as well as a backup for on-call services when the Coordinator is unavailable.

PRS will hire contractors for cleaning and major repairs for transitional housing units, beyond furnishing and providing maintenance to the units. PCBH will be responsible for costs of repairs needed to any unit done by a PCBH client, in addition to all other housing and utility costs.

Medication Assistance and Other Ancillary Supports:

In addition to the core services of managing the housing aspects of consumers' needs, PRS will provide ancillary supports to consumers in need of stabilizing to reduce prolonged suffering

caused by severe mental illness and to improve. Such will include managing prescription drug vouchers, rental assistance, utility assistance, emergency lodging, and miscellaneous assistance. PRS will be responsible for furnishing consumers' transitional houses, including linens, dishes, pots/pans, etc.

Patients' Rights Advocate:

PRS will also provide stipends and training reimbursement for the Plumas County Behavioral Health Patients' Rights Advocate.

The Patients' Rights Advocate supports the local Mental Health Plan by working with Plumas County Behavioral Health Quality Assurance manager and staff on client-related issues of quality improvement/assurance and the grievance resolution process. The Advocate is not a contractor nor an employee of PCBH; receiving a minor stipend through a funded partner, such as PRS, allows for the timely remuneration to the Advocate for contributing time and effort in resolving behavioral health grievances while remaining a neutral party in the process, being viewed as an agent who is separate from the Plumas County Behavioral Health Department.

**EXHIBIT B - FEE SCHEDULE**

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

The contractor will be provided with an MHSA quarterly report form based on state reporting requirements. Quarterly reports are to be completed at the end of each quarter documenting the program's demographics, outcomes, changes, and barriers. The contractor shall provide County a quarterly invoice accompanied with the quarterly report to the Department's MHSA Program Coordinator Elizabeth Brunton [ebrunton@pcbh.services](mailto:ebrunton@pcbh.services) and accounts payable Che Shannon [cshannon@pcbh.services](mailto:cshannon@pcbh.services) no later than the 15<sup>th</sup> day of the month following each quarter: October, January, April, and July. The Contractors quarterly reports will show that deliverables and services described in the scope of work have been satisfactorily completed as outlined in Exhibit A.

The submittal of the quarterly report will replace the yearend report.

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

Program Category	Description of Cost	Maximum Amount Allowed
Personnel		
Transitional Housing Coordinator	1.0 FTE + 30 hrs./yr. overtime for On-Call	\$44,391.00
Chief Operating Officer	0.10 FTE	\$11,324.00
Fiscal Officer	0.05 FTE	\$4,716.00
Fiscal Clerk	0.05 FTE	\$1,872.00
Staff Benefits	FICA, SSI/SUI, W/C, Benefits Plan	\$17,874.00
Supplies	Office & Program Supplies	\$1,800.00
Travel	\$0.575/mile x 6,000 miles	\$3,450.00
Direct Operating Costs	Rent, Utilities, Communications, Insurance, Audit	\$9,117.00
Training	Annual Training for Coordinator	\$250.00
Contractors	Cleaning, Major Repairs, On-Call Backup	\$18,000.00
Ancillary Services	Rental/Utility Assistance, Emergency Lodging & Transitional Housing, Vouchers, Furnishings, etc.	\$131,000.00
Patients' Rights Advocate Stipend and Training	PCBH Quality Assurance and Grievance Process and Advocacy	\$5,000.00
		\$248,794.00
Indirect Expenses	15% of Direct Costs	\$37,319.00
Total Not to Exceed		\$286,113.00

Budget Description:

1. Transitional Housing Coordinator, @ 40 hrs./wk. + 30 hrs./yr. Overtime for On-Call – Works with landlords, liaises with PCBH, processes payments for ancillary services, coordinates with contractors for cleaning and repairs, arranges emergency lodging as needed.
2. Chief Operating Officer, @ 4 hrs./wk. – Oversees Coordinator, responsible for programmatic compliance, supports Coordinator in processing requests from PCBH
3. Fiscal Officer, @ 2 hrs./wk. – Oversees grant budget and fiscal controls, manages grant billing and reporting, responds to PCBH fiscal requests
4. Fiscal Clerk, @ 2 hrs./wk. – Processes payments for contractors, ancillary services, and stipends

Benefits include FICA, Social Security, State Unemployment Insurance, Worker's Compensation, and PRS' Benefits Plan for all staff, prorated based on FTE allocated.

Supplies

A prorated portion of office supplies based on FTE percentage, up to \$150/month for program supplies.

Travel

6,000 miles/year @ \$0.575/mile for Coordinator to travel locally.

Direct Operating Costs

Rent, utilities, cell phone/landline, insurance, and audit. Amounts based on PRS' cost allocation plan and charged based on FTE for staff allocated to this contract or based on actual cost, as appropriate. Rent is based on the federal formula, calculated on FTEs charged. Utilities are calculated based on space allocation use. Cell phone and landline for program staff are charged at actual cost. Insurance and audit expenses are prorated based on the percentage of total agency FTEs charged to this program (3.25%).

Training

Actual cost for Coordinator to complete training(s) relevant to work with Transitional Housing and/or Behavioral Health consumers.

Contractors

Estimated costs to hire contractors for cleaning, major repairs, and on-call backup for the Coordinator.

Ancillary Services

\$12,000 estimated for prescription vouchers, utility assistance, miscellaneous assistance

\$8,000 estimated for transitional housing furnishings

\$45,000 estimated for rental assistance

\$66,000 estimated for emergency lodging and transitional housing

Advocate/Commission Stipends

\$225/month for stipend, out-of-county training and travel, and miscellaneous costs for Advocate.

Indirect Expenses are 15% of total direct costs.

**INVOICING AND PAYMENT:**

- A. For services satisfactorily rendered, and upon receipt and approval of the invoice(s), the County of Plumas agrees to compensate the Contractor:
- B. Invoice(s) Shall:
  - a) Include backup documentation to support the invoice.
  - b) Bear the Contractors name, exactly as shown on the Agreement.
  - c) Bear the Contractor Agreement Number.
  - d) Identify the expense, billing and/or performance period covered on invoice
  - e) Invoice(s) must be signed by authorized personnel.
- C. Invoice(s) shall be submitted to the Project Representative listed in this Agreement under General Provisions, 6.4 Notices.

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

**Services Agreement**

This Agreement is made by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its **Behavioral Health Department** (hereinafter referred to as "County"), and **Plumas Rural Services**, a California non-profit 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 eighteen thousand, eight hundred twenty-two dollars (\$18,822.00).
3. Term. The term of this Agreement commences July 1, 2021, and shall remain in effect through June 30, 2022, unless terminated earlier pursuant to this Agreement. County's Board of Supervisors hereby ratifies and approves for payment, services provided by Contractor from July 1, 2021, to the date of approval of this Agreement by the Board of Supervisors.
4. Termination. Either party may terminate this agreement by giving thirty (30) days written notice to the other party.

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

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

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

7. Warranty and Legal Compliance. The services provided under this Agreement are non-exclusive and shall be completed promptly and competently. Contractor shall guarantee all parts and labor for a period of one year following the expiration of the term of this Agreement unless otherwise specified in Exhibit A. Contractor agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.
8. Amendment. This Agreement may be amended at any time by mutual agreement of the parties, expressed in writing and duly executed by both parties. No alteration of the terms of this Agreement shall be valid or binding upon either party unless made in writing and duly executed by both parties.
9. Indemnification. To the furthest extent permitted by law (including without limitation California Civil Code Sections 2782 and 2782.8, if applicable), County shall not be liable for, and Contractor shall defend and indemnify County and its officers, agents, employees, and volunteers (collectively "County Parties"), against any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics; liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorney's fees and court costs (hereinafter collectively referred to as "Claims"), which arise out of or are in any way connected to the work covered by this Agreement arising either directly or indirectly from any act, error, omission or negligence of Contractor or its officers, employees, agents, contractors, licensees or servants, including, without limitation, Claims caused by the concurrent negligent act, error or omission, whether active or passive of County Parties. Contractor shall have no obligation, however, to defend or indemnify County Parties from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of County Parties.
10. Insurance. Contractor agrees to maintain the following insurance coverage throughout the term of this Agreement:
  - a. Commercial general liability (and professional liability, if applicable to the services provided) coverage, with minimum per occurrence limit of the greater of (i) the limit available on the policy, or (ii) one million dollars (\$1,000,000).

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

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

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

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

County:

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

Contractor:

Patty Clawson, Chief Executive Director  
Plumas Rural Services  
711 E. Main Street  
Quincy, CA 95971

23. Time of the Essence. Time is hereby expressly declared to be of the essence of this Agreement and of each and every provision thereof, and each such provision is hereby made and declared to be a material, necessary, and essential part of this Agreement.
24. Contract Execution. Each individual executing this Agreement on behalf of Contractor represents that he or she is fully authorized to execute and deliver this Agreement.
25. Retention of Records. If the maximum compensation payable under section 2 of this Agreement exceeds \$10,000, then, pursuant to California Government Code section 8546.7, the performance of any work under this Agreement is subject to the examination

and audit of the State Auditor at the request of the County or as part of any audit of the County for a period of ten years after final payment under the Agreement. Each party hereto shall retain all records relating to the performance and administration of this Agreement for ten years after final payment hereunder or from the date of completion of any audit, whichever occurs later, and Contractor agrees to provide such records either to the County or to the State Auditor upon the request of either the State Auditor or the County.

26. Conflicts. In the event of any conflict between the terms of this Agreement and the terms of any exhibit hereto, the terms of this Agreement shall control, and the conflicting term of the exhibit shall be given no effect. Any limitation of liability contained in an attached exhibit shall be null and void.
27. Grievance, appeal, expedited appeal and fair hearing procedures and timeframes  
MHP consumers may submit a grievance orally or in writing at any time and may authorize another person to assist on their behalf. The disposition of a grievance must be provided in writing within 90 days of receipt. The disposition of appeals must be within 30 days of receipt. The disposition of an expedited appeal must be within three working days of receipt. When all county level grievances and appeal processes have been exhausted, the consumer can access the State Fair Hearing process.
28. The attached BAA is incorporated by this reference and made to protect this agreement.

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

**CONTRACTOR:**

Plumas Rural Services, a California non-profit corporation

By: \_\_\_\_\_  
Name: Patty Clawson  
Title: Chief Executive Officer  
Date signed:

**COUNTY:**

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

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

By: \_\_\_\_\_  
Name: Kent Barrett  
Title: Chief Financial Officer  
Date signed:

**APPROVED AS TO CONTENT:**

By: \_\_\_\_\_  
Name: Jeff Engel  
Title: Chair, Board of Supervisors  
Date signed: Director

**ATTEST:**

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

Approved as to form:

  
\_\_\_\_\_  
Joshua Brechtel  
Deputy County Counsel I

5/14/2021

## 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 PLUMAS RURAL SERVICES, referred to herein as Business Associate (“BA”), dated July 1, 2021.

### RECITALS

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

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

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

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

#### 1. Definitions

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

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

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

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

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

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

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

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

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

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

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

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

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

## 2. Obligations of Business Associate

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### 3. **Termination**

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

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

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

4. **Disclaimer**

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

5. **Certification**

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

6. **Amendment**

The parties acknowledge that state and federal laws relating to data security and privacy are rapidly evolving and that amendment of the Agreement may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule and other applicable laws relating to the security or confidentiality of PHI. The parties understand and agree that CE must receive satisfactory written assurance from BA that BA will adequately safeguard all Protected Information. Upon the request of either party, the other party agrees to promptly enter into negotiations concerning the terms of an amendment to this Agreement embodying written assurances consistent with the standards and requirements of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule or other applicable laws. CE may terminate the Contract upon thirty (30) days written notice in the event (i) BA does not promptly enter into negotiations to amend the Agreement when requested

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

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

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

**8. No Third-Party Beneficiaries**

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

**9. Interpretation**

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

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

**COVERED ENTITY**

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

**BUSINESS ASSOCIATE**

Name: Patty Clawson  
Title: Chief Executive Director  
Address: 711 E. Main Street  
Quincy, California, 95971  
Signed: \_\_\_\_\_  
Date: \_\_\_\_\_

## EXHIBIT A - SCOPE OF WORK

### Plumas Rural Services – Girl’s Rite Youth Prevention Program

The Girl’s Rite Youth Prevention Program provides prevention services for up to 15 girls, ages 11-18. Grounded in research on girls’ development, Girl’s Rite provides an all-girl space that supports participants’ capacity for building self-confidence, physical and emotional resiliency, healthy relationships, and participating in regular physical activity.

This work promotes these five protective and promotive factors of the Youth Thrive prevention framework, which is a trauma-informed, strengths’ based youth development program to mitigate risk of or reducing negative outcomes that may result from untreated mental illness, such as suicide risk, school failure or dropout, and risk of removal of an adolescent from the family home.

According to a 2011 study in the Journal of Adventure Education and Outdoor Learning, “all-girls programs create a space for adolescent girls to feel safe, increase their connection with others, and provide freedom from stereotypes.” Furthermore, outdoor experiences for teens result in enhanced self-esteem, self-confidence, independence, autonomy and initiative, with positive results persisting for years.

Girl’s Rite will be delivered in Quincy with afterschool meetings for two (2) hours twice per month during the school year. During these sessions, the program utilizes research-based, age-appropriate curricula focused on guided discussions, youth-developed group guidelines, journaling, positive self-talk, and peer and adult nonviolent communication.

Discussions and activities are dedicated to finding passion and purpose in life; establishing positive, non-violent communication techniques; providing emotional support; problem solving; and building and sustaining trusting relationships. Through regular discussion and interaction, the Coordinator fosters bonds with participants that enables them to use her as a resource when they are facing challenges, including providing warm referrals for mental health assessment, as needed.

Professional women in the community are invited to speak and participate in the program regularly, fostering positive relationships with adults in the girls’ own community. In addition to promoting protective factors described above, this work fosters an early introduction to possible future professions for participants, giving them female role models within their community and aspirational goals that insulate against future risks of unemployment and homelessness.

The Girl’s Rite Coordinator will collaborate with the Soroptimist International of Quincy to plan and promote the *Dream It, Be It* development program, which hosts young women over the course of three weekends for workshops and sessions designed to share career opportunities, set education and career goals, and explore ways to tackle obstacles hindering their success. During the spring, interested youth will attend the annual *Reach for the Future* youth conference in Chico, CA. Hosted by the Butte County Department of Behavioral Health, the Reach Conference

is based on a Youth Development framework, providing leadership skills, support, and opportunities for young people. The summer program meets weekly for a full-day trip to someplace in the region that offers hiking and other outdoor recreation opportunities, culminating in a 3-day campout.

Program facilitator deliverables include:

- Holding two (2) afterschool meetings per month during the school year
- Leading seven (7) full-day excursions over the summer
- Leading one (1) multi-day campout over the summer
- Attending one (1) youth leadership development conference (the Reach Conference)
- Coordinating and participating in one (1) community-driven young women's development event (Soroptimist *Dream It, Be It*)
- Referrals to an early intervention or other mental health services will be tracked, reported, and a follow-up call or meeting with the participant and family will be conducted.

Measurable outcomes:

This prevention and improving timely access program will focus on reducing negative outcomes that may result from an untreated mental illness through building protective factors, that include by the end of the program year and through participant self-assessment or self-perception questionnaires that the program has:

- increased by 60% of enrolled youth who report a perception of increased self-confidence;
- increased by 40% of enrolled youth who report a perception of an improved or a healthier relationship with family members or other primary social connections;
- increased by 40% of enrolled youth who report perception of improved emotional self-regulation or emotional resiliency;
- Decreased by 40% of enrolled youth feelings of depression/sadness or suicide ideation.

Data collection methods:

PRS collects MHSA-specific demographic data for participants from initial enrollment forms. The Girl's Rite Coordinator tracks participation at meetings and other events. PRS also collects data on protective and promotive factors intended to mitigate risk and enhance healthy development and wellbeing. This data on factors of youth resilience, access to system of supports, social/emotional/physical well-being is surveyed via a pre- and post-questionnaire; answers to this questionnaire also help the Coordinator to hone meeting topics for participants' needs.

**EXHIBIT B - FEE SCHEDULE**

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

The contractor will be provided with an MHSA quarterly report form based on state reporting requirements. Quarterly reports are to be completed at the end of each quarter documenting the program's demographics, outcomes, changes, and barriers. The contractor shall provide County a quarterly invoice accompanied with the quarterly report to the Department's MHSA Program Coordinator Elizabeth Brunton [ebrunton@pcbh.services](mailto:ebrunton@pcbh.services) and accounts payable Che Shannon [cshannon@pcbh.services](mailto:cshannon@pcbh.services) no later than the 15<sup>th</sup> day of the month following each quarter: October, January, April, and July. The Contractors quarterly reports will show that deliverables and services described in the scope of work have been satisfactorily completed as outlined in Exhibit A.

The submittal of the quarterly report will replace the yearend report.

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

Program Category	Description of Cost	Maximum Amount
Personnel		
Girl's Rite Coordinator	0.25 FTE	\$10,208.00
Benefits	FICA, SSI/SUI, W/C, Benefits Plan	\$1,287.00
Supplies	Therapeutic, Office & Program	\$1,400.00
Travel	300 miles/year x \$0.575/mile	\$173.00
Direct Operating Costs	Rent, Utilities, Communications, Building Maintenance, Insurance, Audit	\$1,449.00
Staff Training	General training, REACH Staff Fee	\$350.00
REACH Training Conference	Annual Conference for 10 Attendees	\$1,500.00
Indirect Costs	15% of Direct Costs	\$2,455.00
Total Not to Exceed		<b>\$18,822.00</b>

Budget Description:

Personnel:

The Girl's Rite Coordinator works 10 hours/week to recruit, enroll, and work with youth clients in the program. The Coordinator is responsible for collaborating with program partners, coordinating participation of professional women from the community, managing the participation of the program with the Soroptimist event and the REACH youth conference, and planning and delivering the program's summer excursions.

Benefits include FICA, Social Security, State Unemployment Insurance, and Worker's Compensation.

Supplies:

MHSA2122PRS-GRP

A prorated portion of office supplies based on FTE percentage and actual cost of program supplies (\$250/yr). Therapeutic supplies (such as journals, art supplies, etc.) and snacks for program meetings are included (\$1,400/yr).

Travel:

300 miles/year @ \$0.575/mile for the Coordinator to travel with participants to the REACH conference and various local excursion locations.

Direct Operating Costs:

Amounts are based on PRS' cost allocation plan and charged based on FTE for staff allocated to this contract or based on actual cost, as appropriate. Rent is based on the federal formula, calculated on FTEs charged. Utilities and building maintenance are calculated based on space allocation use. Cell phone and internet usage for program staff are charged at actual cost. Insurance and audit expenses are prorated based on the percentage of total agency FTEs charged to this program (0.52%).

Staff Training:

Cost for Coordinator to complete training(s) relevant to work in the field of youth development, plus the fee for the Coordinator to attend the REACH conference.

REACH Training:

Includes travel, lodging, meals, and fees for 15 youth participants to attend the REACH conference in Chico, CA.

Indirect Costs are 15% of total direct costs.

**INVOICING AND PAYMENT:**

- A. For services satisfactorily rendered, and upon receipt and approval of the invoice(s), the County of Plumas agrees to compensate the Contractor:
- B. Invoice(s) Shall:
  - a) Include backup documentation to support the invoice.
  - b) Bear the Contractors name, exactly as shown on the Agreement.
  - c) Bear the Contractor Agreement Number.
  - d) Identify the expense, billing and/or performance period covered on invoice
  - e) Invoice(s) must be signed by authorized personnel.
- C. Invoice(s) shall be submitted to the Project Representative listed in this Agreement under General Provisions, 6.4 Notices.

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

Services Agreement

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

The parties agree as follows:

1. Scope of Work. Contractor shall provide the County with services as set forth in Exhibit A, attached hereto.
2. Compensation. County shall pay Contractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed sixteen thousand dollars \$16,000.00.
3. Term. The term of this agreement shall be from July 1, 2021 through June 30, 2022 unless terminated earlier as provided herein.
4. Termination. Either party may terminate this agreement by giving thirty (30) days written notice to the other party.
5. Non-Appropriation of Funds. It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, the County shall have no liability to pay any further funds whatsoever to Contractor or furnish any other consideration under this Agreement and Contractor shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either cancel this Agreement with no further liability incurring to the County, or offer an amendment to Contractor to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution. Contractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.
6. Warranty and Legal Compliance. The services provided under this Agreement are non-exclusive and shall be completed promptly and competently. Contractor shall guarantee all parts and labor for a period of one year following the expiration of the term of this Agreement unless otherwise specified in Exhibit A. Contractor agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.
7. Amendment. This Agreement may be amended at any time by mutual agreement of the parties, expressed in writing and duly executed by both parties. No alteration of the

terms of this Agreement shall be valid or binding upon either party unless made in writing and duly executed by both parties.

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

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

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

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

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

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

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

County:

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

Contractor:

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

24. 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.
25. 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.

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

MHSA2122MARIAVICINI

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

**CONTRACTOR:**

By: \_\_\_\_\_  
Name: Maria Assunta Vicini  
Title: Tai Chi Instructor  
Date signed:

**COUNTY:**

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

By: \_\_\_\_\_  
Name: Tony Hobson Ph.D.  
Title: Director  
Date signed:

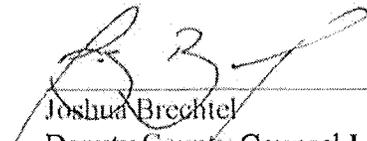
**APPROVED AS TO CONTENT:**

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

**ATTEST:**

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

Approved as to form:

  
\_\_\_\_\_  
Joshua Brechtel  
Deputy County Counsel I

5/14/2021

## BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (“Agreement”) supplements and is made a part of the Services Agreement (“SA”) by and between the COUNTY OF PLUMAS referred to herein as Covered Entity (“CE”), and Maria Assunta Vicini, referred to herein as Business Associate (“BA”), dated July 1, 2021.

### RECITALS

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

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

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

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

#### 1. Definitions

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

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

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

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

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

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

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

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

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

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

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

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

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

## 2. **Obligations of Business Associate**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### 3. Termination

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

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

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

#### 4. **Disclaimer**

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

#### 5. **Certification**

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

#### 6. **Amendment**

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

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

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

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

**8. No Third-Party Beneficiaries**

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

**9. Interpretation**

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

MHSA2122MARIAVICINI

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

**COVERED ENTITY**

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

**BUSINESS ASSOCIATE**

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

\_\_\_\_\_  
COUNTY INITIALS

\_\_\_\_\_  
CONTRACTOR INITIALS

**EXHIBIT A - SCOPE OF WORK**

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

All work shall be provided according to industry standards.

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

**EXHIBIT B - FEE SCHEDULE**

Tai Chi Sessions at \$80.00/Session

**INVOICING AND PAYMENT:**

- A. For services satisfactorily rendered, and upon receipt and approval of the invoice(s), the County of Plumas agrees to compensate the Contractor:
- B. Invoice(s) Shall:
  - a) Include backup documentation to support the invoice.
  - b) Bear the Contractors name, exactly as shown on the Agreement.
  - c) Bear the Contractor Agreement Number.
  - d) Identify the expense, billing and/or performance period covered on invoice
  - e) Invoice(s) must be signed by authorized personnel.
- C. Invoice(s) shall be submitted to the Project Representative listed in this Agreement under General Provisions, 6.4 Notices.

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

Memorandum of Understanding

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

The parties agree as follows:

1. Scope of Work. Public Health shall provide services to Behavioral Health as set forth in Exhibit A – Scope of Work, attached hereto.
2. Compensation. Behavioral Health shall pay Public Health for Work as provided and detailed in Exhibit B – Fee Schedule, attached hereto. The total amount paid by Behavioral Health to Public Health under this MOU shall not exceed fifty thousand dollars (\$50,000.00).
3. Term. The term of this MOU commences July 1, 2021, and shall remain in effect through June 30, 2022, unless terminated earlier pursuant to this MOU. Termination. Either party may terminate this MOU by giving thirty (30) days written notice to the other party.
4. Notices. All notices under this MOU shall be effective only if made in writing and delivered by personal service or by mail and addressed as follows. Either party may, by written notice to the other, change its own mailing address.

**Public Health:**

Dana Loomis, Director  
Plumas County Public Health Agency  
270 County Hospital Road, Suite 206  
Quincy, CA 95971

**Behavioral Health:**

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

[SIGNATURES FOLLOW ON NEXT PAGE]

MHSA2122PCPHA-VSP

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

**PUBLIC HEALTH:**

By: \_\_\_\_\_  
Dana Loomis, Director

Date: \_\_\_\_\_

**BEHAVIORAL HEALTH:**

By: \_\_\_\_\_  
Tony Hobson, Ph.D., Director

Date: \_\_\_\_\_

**COUNTY OF PLUMAS:**

Approved as to form:

  
\_\_\_\_\_  
Joshua Brechtel  
Deputy County Counsel I

Date: 5/14/2021

**APPROVED AS TO CONTENT:**

By: \_\_\_\_\_  
Jeff Engel, Chair  
Plumas County Board of Supervisors

Date: \_\_\_\_\_

Attested by: \_\_\_\_\_  
Heidi Putnam, Clerk of the Board

## BUSINESS ASSOCIATE AGREEMENT

This Memorandum of Understanding (“MOU”) is between PLUMAS COUNTY PUBLIC HEALTH AGENCY (hereinafter referred to as “Public Health”), and PLUMAS COUNTY BEHAVIORAL HEALTH DEPARTMENT (hereinafter referred to as “Behavioral Health”), dated July 1, 2021.

### RECITALS

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

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

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

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

#### 1. Definitions

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

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

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

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

e. **Designated Record Set** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501. Electronic Protected Health Information means Protected Health Information that is maintained in or transmitted by electronic media.

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

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

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

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

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

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

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

## 2. **Obligations of Business Associate**

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

b. **Permitted Disclosures.** BA shall not disclose Protected Information except for the purpose of performing BA's obligations under the Contract and as permitted under this Agreement. BA shall not disclose Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so disclosed by CE. However, BA may disclose Protected Information (i) for the proper management and administration of BA; (ii) to carry out the legal responsibilities of BA; (iii) as required by law; or (iv) for Data Aggregation purposes for the Health Care Operations of CE. If BA discloses Protected Information to a third party, BA must obtain, prior to making any such disclosure, (i) reasonable written assurances

from such third party that such Protected Information will be held confidential as provided pursuant to this Addendum and only disclosed as required by law or for the purposes for which it was disclosed to such third party, and (ii) a written agreement from such third party to immediately notify BA of any breaches of confidentiality of the Protected Information, to the extent it has obtained knowledge of such breach [42 U.S.C. Section 17932; 45 C.F.R. Sections 164.504(e)(2)(i), 164.504(e)(2)(i)(B), 164.504(e)(2)(ii)(A) and 164.504(e)(4)(ii)].

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

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

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

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

**g. Access to Protected Information.** BA shall make Protected Information maintained by BA or its agents or subcontractors in Designated Record Sets available to CE for inspection and copying within ten (10) days of a request by CE to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.524 [45 C.F.R. Section 164.504(e)(2)(ii)(E)]. If BA maintains an Electronic Health Record, BA shall provide such information in electronic format to enable CE to fulfill its obligations under the HITECH Act, including, but not limited to, 42 U.S.C. Section 17935(e).

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

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

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

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

m. **Notification of Breach.** During the term of the Contract, BA shall notify CE within twenty-four (24) hours of any suspected or actual breach of security, intrusion or unauthorized

use or disclosure of PHI of which BA becomes aware and/or any actual or suspected use or disclosure of data in violation of any applicable federal or state laws or regulations. BA shall take (i) prompt corrective action to cure any such deficiencies and (ii) any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations.

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

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

### 3. **Termination**

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

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

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

4. **Disclaimer**

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

5. **Certification**

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

6. **Amendment**

The parties acknowledge that state and federal laws relating to data security and privacy are rapidly evolving and that amendment of the Agreement may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule and other applicable laws relating to the security or confidentiality of PHI. The parties understand and agree that CE must receive satisfactory written assurance from BA that BA will adequately safeguard all Protected Information. Upon the request of either party, the other party agrees to promptly enter into negotiations concerning the terms of an amendment to this Agreement embodying written assurances consistent with the standards and requirements of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule or other applicable laws. CE may terminate the Contract upon thirty (30) days written notice in the event (i) BA does not promptly enter into negotiations to amend the Agreement when requested by CE pursuant to this Section or (ii) BA does not enter into an amendment to the Agreement providing assurances regarding the safeguarding of PHI that CE, in its sole discretion, deems sufficient to satisfy the standards and requirements of applicable laws.

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

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

**8. No Third-Party Beneficiaries**

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

**9. Interpretation**

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

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

**COVERED ENTITY**

**BUSINESS ASSOCIATE**

Name: Tony Hobson, Ph.D.

Name: Dana Loomis

Title: Director

Title: Director

Address: Plumas County Behavioral Health  
270 County Hospital Road, Ste 109  
Quincy, CA 95971

Address: Plumas County Public Health Agency  
270 County Hospital Road, Ste 206  
Quincy, CA 95971

Signed: \_\_\_\_\_

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT A - SCOPE OF WORK**

**Plumas County Veterans Services Office - Outreach, Referral and Access to Care**

This Plumas County Veterans Services Office outreach and engagement and access and linkage program provides connection and support within the community to improve overall wellness outcomes for veterans and to reduce risk of suicide, homelessness, unemployment, and prolonged suffering.

Veterans' services representatives and case managers provide advocacy, care coordination and referrals for at-risk veterans due to identified high-risk key indicators, such as substance abuse, incarceration, homelessness, unemployment, etc. The program also provides mental health screening to identify at-risk Plumas County veterans and referrals to Plumas County Behavioral Health.

The program enhances ongoing collaboration and partnerships with Behavioral Health and other key community partners to provide this targeted population with outreach for increasing awareness of early signs of mental illness and to improve access and linkage to mental health services.

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

Children and their families (0-15)	0
Transition Age Youth (TAY) (16-25)	≤20
Adult (26-59)	≤60
Older Adult (60+)	≤120

**Program Activity 1:**

Increase veteran's connectedness and support within the community and improve utilization of benefits, direct services and supportive services that enhance wellness and quality of life by providing outreach, information and education to the Plumas County veteran population.

**Program Activity 1A**

**Deliverable:**

Meet 8-12 times per year with organizations serving Plumas County veterans (American Legion, Veterans of Foreign Wars, Elks Lodges), targeting veterans in each community (Chester, Greenville, Quincy and Portola) to inform them of various benefits, supports and programs available to assist them with basic services such as housing, health care, behavioral health services, transportation, supportive services and additional organized events (Veterans Stand Down, Golf Tournaments, Fishing Derby, Kayak Trips, etc.) to meet other veterans. Eight of these meetings will be to host Community Outreach Dinners in each of the four main communities of Plumas County, with one dinner/BBQ held twice a year in each location.

**Measurable Outcome:**

VA Community Connection. Estimated Plumas County veteran population is 1,851. Outreach will be to an estimated 10-15% of county veterans (~185-277). These meetings will be held on a monthly basis rotating to each of the four main communities.

**Data Collection:**

Sign in Sheets will be distributed and collected at each meeting. Data on the number of participants will be reported. Presentation Notes to be provided with report. Surveys will be taken during presentations of awareness of specific topics such as PTSD, suicide prevention, access and enrollment to VA Healthcare as well as Vocational Rehabilitation and Employment.

**Program Activity 1B**

**Deliverable:**

Conduct community-based outreach to the four Plumas County communities with the intent of connecting veterans to eligible benefits and services that enhance their health care, financial and emotional stability as well as their overall wellness. Once enrolled, veterans will have access to case management, education, job training and other services available through Federal, State and nonprofit Veterans Services.

**Measurable Outcome:**

Quantitative data will be collected in the following areas: the number of people who receive outreach and education on the various benefits and topics, the estimated number of potential enrollees, the number of people who have been enrolled in various benefits, and the number of printed materials disseminated.

**Data Collection:**

Information will be collected on the PCVSO Information and Benefits Evaluation Form and reported in the appropriate time frame. Information from the VSO Claims Software (VetPro) will be utilized to track the number of claims for enrollment and their outcomes. The amount of printed materials disseminated will be tracked. MHSA demographic data collection forms will be distributed and collected during each event. Form completion by attendees is anonymous and voluntary.

**Program Activity 1C**

**Deliverable:**

Develop standard presentations on veterans benefits, the enrollment process in the VA Health Care System through Reno VAMC, increasing compensation benefits (such as adding dependents to claim, PTSD, MST and suicide awareness or filing additional claims, etc.) as well as descriptions and contact information for local Mental Health and substance abuse services, and other related services. Collect brochures from various agencies (Behavioral Health, PCIRC, Alliance for Workforce Development, etc.) and distribute to veterans at appointments and presentation meetings.

**Measurable Outcome:**

The number of presentations developed will be tracked. The number of participants served for each presentation, and the number of people who received outreach material will be collected. Surveys will be taken during presentations of specific topics such as PTSD, MST, suicide awareness, and access and enrollment to VA Healthcare. MHSA demographic data collection forms will be distributed and collected during each event. Form completion by attendees is anonymous and voluntary.

**Data Collection:**

Sign in sheets will be distributed and collected at the end of presentation meetings. Data on the number of participants will be reported. The new presentations will be placed in the report. The numbers and descriptions of material distributed will be reported. Survey and demographic data will be reported.

**Program Activity 2:**

Ensure ongoing Mental Health screening, assessment and referral for every veteran served by the Plumas County Veterans Services Office.

**Program Activity 2A**

**Deliverable:**

Ensure that the PCVSO Information and Benefits Evaluation Form is up to date and utilized at the first point of contact with every veteran served. The form will identify self-reported indicators that may indicate the need for a referral to Plumas County Behavioral Health, as well as other services and supports.

**Measurable Outcome:**

Quality improvement: Staff will update and utilize the Information and Benefits Evaluation form for all intakes, including required MSHA demographic information.

**Data Collection:**

Demographic information queried in the PCVSO Information and Benefits Evaluation Form (gender, age, reason for visit, depression or other mental illness, etc.) will be de-identified and reported by MHSA demographic category.

**Program Activity 2B**

**Deliverable:**

All Veterans Services Division and related Public Health support staff will obtain annual initial or ongoing Mental Health First Aid and/or ASIST training to increase their capacity to identify and assist veterans in crisis, displaying signs of suicidality or other signs of mental illness.

**Measurable Outcome:**

All staff will complete annual mental health trainings.

**Data Collection:**

Trainings and their descriptions will be included in annual program reports with certificates of completion (if desired by the State of CA).

**Program Activity 2C**

**Deliverable:**

Connect with PCBH (or other appropriate agency) to complete training in administration of screening tools for mental health issues, such as PHQ-2, PHQ-9 and GAD. Provide comprehensive screening at every appointment utilizing documented interview process to connect veterans with access to timely services and supports. PHQ and GAD surveys will be used for helping veterans or their family members to realize and express some of their issues at each of the interviews.

**Measurable Outcome:**

90% of veterans will fill out a screening survey. Collect the number of veterans who receive screening survey and the number of veterans who receive linkage to mental health services through referral process.

**Data Collection:**

Report the number of veterans who receive the screening survey and the numbers of veterans who receive linkage to mental health services.

**Program Activity 3:**

Provide advocacy and care coordination to every veteran, served by the PCVSO, who is identified at risk of experiencing mental illness, substance abuse, risk of suicide, unemployment or incarceration, homelessness, loss of children or any variety of prolonged suffering.

**Program Activity 3A**

**Deliverable:**

PCVSO will participate in a joint staff meeting/training session with Plumas County Behavioral Health to determine PCVSO's protocols and procedures for referring veterans to PCBH for services and coordinating shared case management or need for other services.

**Measurable Outcome:**

Attend one meeting. Meeting minutes. Sign in sheet.

**Data Collection:**

Report meeting minutes and overview of protocols and procedures.

**Program Activity 3B**

**Deliverable:**

Maintain access to covered Health Care by coordinating and scheduling the bi-weekly transportation of Plumas County veterans to the Reno VAMC and maintaining the volunteer driver pool with all the appropriate requirements. The van and fuel costs of the VA Van Service is covered by the VA, but the volunteer coordination, transport scheduling and other operational activities are not funded.

**Measurable Outcome:**

Maintain Fuel Log, Schedule Log and Volunteer Driver list. Track number of Veterans served.

**Data Collection:**

Data on Fuel Log, Schedule Log, number of volunteer drivers and number of veterans served will be reported.

**Program Activity 3C**

**Deliverable:**

Ensure ALL referrals to PCBH for all veterans/veterans family members will be accomplished through the use of the attached PCBH form and warm hand off. This will reduce the number of missed appointments with PCBH or other counselor. This will improve the continuity of care.

**Measurable Outcome:**

QI Measure - All veteran referrals will receive a warm hand-off with approved forms.

**Data Collection:**

Number of referrals with warm hand offs to PCBH will be collected and reported.

**Program Activity 3D**

**Deliverable:**

Maintain targeted and limited case management for incarcerated veterans or veterans involved in the criminal justice system. Services will include Reno Health Care enrollment, assistance with application to a Drug/Alcohol Rehabilitation facility in coordination with PCBH or VA Mental Health, communication between veteran and their lawyer, updates to their case, assistance to the family of the veteran with possible VA/County services and ensuring that the proper documentation of Veteran status is filed with the court.

**Measurable Outcome:**

QI measure – The number of veterans that received cases. The number of veterans that connect to the VA DOJ and Rehabilitation. The number of veterans that get connected to lawyers.

Coordinate information sharing in existing Teleconferencing to VA DOJ.

Maintain integrity of services provided – tracking logs.

**Data Collection:**

Report the number of veterans that received cases, that connect to Rehabilitation and the number of veterans that get connected to lawyers.

**Program Activity 3E**

**Deliverable:**

Provide care coordination, supportive services and advocacy to overcome economic, geographic and other barriers to obtaining or remaining in care/services to at-risk veterans. Work with assigned staff from Probation and Behavioral Health, who are dedicated to the shared clients with PCVSO. Activities to include periodic needs evaluation, referral for clinical services and assistance with support services such as food, housing, clothing and education to help them remain stable both physically and emotionally.

**Measurable Outcome:**

The PCVSO Information and Benefits Evaluation Form will be utilized to show which resources veterans have been directed.

**Data Collection:**

Collection of resource referrals the PCVSO Information and Benefits Evaluation Form will be reported each quarter.

**Program Activity 4:**

Build and maintain ongoing partnerships and collaborative relationships with behavioral health community partners to increase access to mental health services for Plumas County veterans.

**Deliverable:**

Coordinate with PCBH staff who may provide support and counseling to veterans and their family members who have requested a mental health intake and assessment for determination of services. Veterans services staff will consult with PCBH staff on referral procedures for intake and assessment using department referral forms and releases.

**Measurable Outcome:**

The Veteran Services staff will make referrals using appropriate PCBH request for services and release of information forms for 100% of veterans requesting referral for a mental health intake and assessment.

**Data Collection:**

Report number of direct referrals made to PCBH on behalf of veterans and their families who have made a request.

**EXHIBIT B - FEE SCHEDULE**

Funding provided under this MOU shall be allocated contingent upon available State monies through MHSA funding, with stakeholder approval, and shall be provided to Public Health upon receipt of quarterly invoices within the fiscal year for which it is allocated.

The contractor will be provided with an MHSA quarterly report form based on state reporting requirements. Quarterly reports are to be completed at the end of each quarter documenting the program's demographics, outcomes, changes, and barriers. The contractor shall provide County a quarterly invoice accompanied with the quarterly report to the Department's MHSA Program Coordinator Elizabeth Brunton [ebrunton@pcbh.services](mailto:ebrunton@pcbh.services) and accounts payable Che Shannon [cshannon@pcbh.services](mailto:cshannon@pcbh.services) no later than the 15<sup>th</sup> day of the month following each quarter: October, January, April, and July. The Contractors quarterly reports will show that deliverables and services described in the scope of work have been satisfactorily completed as outlined in Exhibit A.

The submittal of the quarterly report will replace the yearend report  
 Up to 10% of each line item may be transferred to another line item at the discretion of Public Health. Any transfer in excess of 10% shall require prior written approval from Behavioral Health.

**July 1, 2021 – June 30, 2022**

Program Category	Description of Cost	Maximum amount:
Personnel	.10 FTE of VSO	\$9,981
	.45 FTE of VSR	\$26,443
	.32 FTE Extra Help	\$11,576
	<b>Total</b>	<b>\$48,000</b>
Outreach dinners/BBQs	Awareness Presentation of Mental Health Services and Veterans Benefits. Eight dinners per year X \$500.00.	\$2,000
<b>Total for Year</b>		<b>\$50,000</b>

96% of the MHSA funding provides personnel support. Most activities are personnel driven. Additional program costs will include two Veterans outreach dinners in each community. The program cost per participant is projected at \$650.00

MHSA funding is used for the portion of personnel not funded by CalVet subvention grant funding, which supports processing VA claims and benefits. Outside of MHSA activities, the Veterans Services Officer and Veterans Services Representative are funded by Veterans Administration and County general funds to file and process claims and related programs and benefits of the VA. However, the program activities are necessary to provide a full array of services and supports for veterans. The MHSA funding covers the costs for activities listed in the Scope of Work.

**INVOICING AND PAYMENT:**

- A. For services satisfactorily rendered, and upon receipt and approval of the quarterly invoice(s), Behavioral Health agrees to compensate Public Health 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 agency names, exactly as shown on the MOU;
  - c) Bear the MOU number;
  - d) Identify the expense, billing and/or performance period covered on invoice;
  - e) Invoice(s) must be signed by authorized personnel.
  
- C. Invoice(s) shall be submitted to the Project Representative listed in this MOU under 5. Notices.

Memorandum of Understanding

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

The parties agree as follows:

1. Scope of Work. Public Health shall provide services to Behavioral Health as set forth in Exhibit A – Scope of Work, attached hereto.
2. Compensation. Behavioral Health shall pay Public Health for Work as provided and detailed in Exhibit B – Fee Schedule, attached hereto. The total amount paid by Behavioral Health to Public Health under this MOU shall not exceed sixty-five thousand dollars (\$65,000.00).
3. Term. The term of this MOU commences July 1, 2021, and shall remain in effect through June 30, 2022, unless terminated earlier pursuant to this MOU.
4. Termination. Either party may terminate this MOU by giving thirty (30) days written notice to the other party.
5. Notices. All notices under this MOU shall be effective only if made in writing and delivered by personal service or by mail and addressed as follows. Either party may, by written notice to the other, change its own mailing address.

**Public Health:**

Dana Loomis, Director  
Plumas County Public Health Agency  
270 County Hospital Road, Suite 206  
Quincy, CA 95971

**Behavioral Health:**

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

[SIGNATURES FOLLOW ON NEXT PAGE]

MHSA2122PCPHA-SCP

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

**PUBLIC HEALTH:**

By: \_\_\_\_\_  
Dana Loomis, Director

Date: \_\_\_\_\_

**BEHAVIORAL HEALTH:**

By: \_\_\_\_\_  
Tony Hobson, Ph.D., Director

Date: \_\_\_\_\_

**COUNTY OF PLUMAS:**

Approved as to form:

  
\_\_\_\_\_  
Joshua Brechtel  
Deputy County Counsel I

Date: 5/14/2021

**APPROVED AS TO CONTENT:**

By: \_\_\_\_\_  
Jeff Engel, Chair  
Plumas County Board of Supervisors

Date: \_\_\_\_\_

Attested by: \_\_\_\_\_  
Heidi Putnam, Clerk of the Board

## BUSINESS ASSOCIATE AGREEMENT

This Memorandum of Understanding (“MOU”) is between PLUMAS COUNTY PUBLIC HEALTH AGENCY (hereinafter referred to as “Public Health”) and PLUMAS COUNTY BEHAVIORAL HEALTH DEPARTMENT (hereinafter referred to as “Behavioral Health”), dated July 1, 2021.

### RECITALS

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

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

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

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

#### 1. Definitions

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

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

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

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

e. **Designated Record Set** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501. Electronic Protected Health Information means Protected Health Information that is maintained in or transmitted by electronic media.

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

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

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

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

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

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

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

## 2. **Obligations of Business Associate**

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

b. **Permitted Disclosures.** BA shall not disclose Protected Information except for the purpose of performing BA's obligations under the Contract and as permitted under this Agreement. BA shall not disclose Protected Information in any manner that would constitute a violation of the Privacy Rule or the HITECH Act if so disclosed by CE. However, BA may disclose Protected Information (i) for the proper management and administration of BA; (ii) to carry out the legal responsibilities of BA; (iii) as required by law; or (iv) for Data Aggregation purposes for the Health Care Operations of CE. If BA discloses Protected Information to a third party, BA must obtain, prior to making any such disclosure, (i) reasonable written assurances

from such third party that such Protected Information will be held confidential as provided pursuant to this Addendum and only disclosed as required by law or for the purposes for which it was disclosed to such third party, and (ii) a written agreement from such third party to immediately notify BA of any breaches of confidentiality of the Protected Information, to the extent it has obtained knowledge of such breach [42 U.S.C. Section 17932; 45 C.F.R. Sections 164.504(e)(2)(i), 164.504(e)(2)(i)(B), 164.504(e)(2)(ii)(A) and 164.504(e)(4)(ii)].

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

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

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

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

**g. Access to Protected Information.** BA shall make Protected Information maintained by BA or its agents or subcontractors in Designated Record Sets available to CE for inspection and copying within ten (10) days of a request by CE to enable CE to fulfill its obligations under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.524 [45 C.F.R. Section 164.504(e)(2)(ii)(E)]. If BA maintains an Electronic Health Record, BA shall provide such information in electronic format to enable CE to fulfill its obligations under the HITECH Act, including, but not limited to, 42 U.S.C. Section 17935(e).

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

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

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

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

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

m. **Notification of Breach.** During the term of the Contract, BA shall notify CE within twenty-four (24) hours of any suspected or actual breach of security, intrusion or unauthorized

use or disclosure of PHI of which BA becomes aware and/or any actual or suspected use or disclosure of data in violation of any applicable federal or state laws or regulations. BA shall take (i) prompt corrective action to cure any such deficiencies and (ii) any action pertaining to such unauthorized disclosure required by applicable federal and state laws and regulations.

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

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

### 3. **Termination**

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

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

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

#### 4. **Disclaimer**

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

#### 5. **Certification**

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

#### 6. **Amendment**

The parties acknowledge that state and federal laws relating to data security and privacy are rapidly evolving and that amendment of the Agreement may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule and other applicable laws relating to the security or confidentiality of PHI. The parties understand and agree that CE must receive satisfactory written assurance from BA that BA will adequately safeguard all Protected Information. Upon the request of either party, the other party agrees to promptly enter into negotiations concerning the terms of an amendment to this Agreement embodying written assurances consistent with the standards and requirements of HIPAA, the HITECH Act, the Privacy Rule, the Security Rule or other applicable laws. CE may terminate the Contract upon thirty (30) days written notice in the event (i) BA does not promptly enter into negotiations to amend the Agreement when requested by CE pursuant to this Section or (ii) BA does not enter into an amendment to the Agreement providing assurances regarding the safeguarding of PHI that CE, in its sole discretion, deems sufficient to satisfy the standards and requirements of applicable laws.

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

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

**8. No Third-Party Beneficiaries**

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

**9. Interpretation**

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

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

**COVERED ENTITY**

**BUSINESS ASSOCIATE**

Name: Tony Hobson, Ph.D.  
Title: Director  
Address: Plumas County Behavioral Health  
270 County Hospital Road, Ste 109  
Quincy, CA 95971  
Signed: \_\_\_\_\_  
Date: \_\_\_\_\_

Name: Dana Loomis  
Title: Director  
Address: Plumas County Public Health Agency  
270 County Hospital Road, Ste 206  
Quincy, CA 95971  
Signed: \_\_\_\_\_  
Date: \_\_\_\_\_

**EXHIBIT A - SCOPE OF WORK**

**Plumas County Public Health Agency – Senior Connections Program**

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

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

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

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

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

**Activity 1: Home Visiting & Screening to Isolated Seniors**

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

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

**Community Practices or Standard:**

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

**Evidence-based Standard:**

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

**As Related to Mental Health:**

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

**Measures/Performance Indicators:**

- Home visit count
- Referral count
- Results of referral follow-up survey

**Methods of Collecting Data:**

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

**Activity 2: Providing Seniors with Education & Help to Access Resources**

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

**Promising Practices/Community Practices or Standards:**

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

**As Related to Mental Health:**

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

**Performance Indicators:**

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

**Methods of Collecting Data:**

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

**Activity 3: Plumas County Senior Resource Workgroup & Resource Coordination**

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

**Promising Practices/Community Practices or Standards:**

Utilize current resources or engage stakeholders to find resources for seniors in need.

**As Related to Mental Health:**

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

**Performance Indicators:**

Count of services coordinated by Senior Connections  
Count of Workgroup participants

**Methods of Collecting Data:**

Line items of services provided for seniors  
Senior Resource Workgroup meeting agenda  
Senior Resource Workgroup meeting minutes

**EXHIBIT B - FEE SCHEDULE**

Funding provided under this MOU shall be allocated contingent upon available State monies through MHSA Prevention and Early Intervention program funding, with stakeholder approval and shall be provided to Public Health upon receipt of quarterly invoices within the fiscal year for which it is allocated.

The contractor will be provided with an MHSA quarterly report form based on state reporting requirements. Quarterly reports are to be completed at the end of each quarter documenting the program's demographics, outcomes, changes, and barriers. The contractor shall provide County a quarterly invoice accompanied with the quarterly report to the Department's MHSA Program Coordinator Elizabeth Brunton [ebrunton@pcbh.services](mailto:ebrunton@pcbh.services) and accounts payable Che Shannon [cshannon@pcbh.services](mailto:cshannon@pcbh.services) no later than the 15<sup>th</sup> day of the month following each quarter: October, January, April, and July. The Contractors quarterly reports will show that deliverables and services described in the scope of work have been satisfactorily completed as outlined in Exhibit A.

The submittal of the quarterly report will replace the yearend report.

Up to 10% of each line item may be transferred to another line item at the discretion of Public Health. Any transfer in excess of 10% shall require prior written approval from Behavioral Health.

Program Category	Description of Cost	Not to Exceed:
Personnel	Health Education Specialist at .75 FTE	\$58,250.00
	Health Education Coordinator at .02 FTE	\$2,350.00
Supplies	Phone Service	\$150.00
	Printing (Copier fees)	\$350.00
Travel	In County mileage	\$500.00
	Out of County	\$500.00
Other	Outreach Activities	\$207.00
	ASA Membership	\$293.00
Indirect		\$2,400.00
Total for Year 1		<b>\$65,000.00</b>

The budget is minimal and only consists of personnel, office costs, outreach supplies, travel, and education. All are associated with Activities 1, 2, and 3. The program's projected cost in Year 1 is \$325/participant.

**Personnel (.77 FTE): \$60,600.00**

Health Education Specialist (.75 FTE): \$58,250.00

The MHSA home visitor provides assessments and referrals, and connects seniors to health services, resources, and the community.

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

**Supplies: \$500.00**

Phone Service: \$150

Printing – copier fees \$350

**Travel: \$1,000.00**

In-County (home visiting & resource coordination): \$500

Out of county (resource coordination and training): \$500

**Outreach Activities: \$207**

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

**ASA Annual Membership: \$293.00**

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

**Indirect: \$2,400.00**

For fiscal support, A87 overhead, and administrative costs.

**INVOICING AND PAYMENT:**

- A. For services satisfactorily rendered, and upon receipt and approval of the quarterly invoice(s), Behavioral Health agrees to compensate Public Health 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 agency names, exactly as shown on the MOU;
  - c) Bear the MOU number;
  - d) Identify the expense, billing and/or performance period covered on invoice;
  - e) Invoice(s) must be signed by authorized personnel.
- C. Invoice(s) shall be submitted to the Project Representative listed in this MOU under 5. Notices.

MHSA2122PCPHA-SCP

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

**PUBLIC HEALTH:**

By: \_\_\_\_\_  
Dana Loomis, Director

Date: \_\_\_\_\_

**BEHAVIORAL HEALTH:**

By: \_\_\_\_\_  
Tony Hobson, Ph.D., Director

Date: \_\_\_\_\_

**COUNTY OF PLUMAS:**

Approved as to form:

  
\_\_\_\_\_  
Joshua Brechtel  
Deputy County Counsel I

Date: 5/14/2021

**APPROVED AS TO CONTENT:**

By: \_\_\_\_\_  
Jeff Engel, Chair  
Plumas County Board of Supervisors

Date: \_\_\_\_\_

Attested by: \_\_\_\_\_  
Heidi Putnam, Clerk of the Board

Services Agreement

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

The parties agree as follows:

1. Scope of Work. Contractor shall provide the County with services as set forth in Exhibit A, attached hereto.
2. Compensation. County shall pay Contractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed \$ 110,000.00. CONTRACTOR or subcontractor of CONTRACTOR shall not submit a claim to, or demand or otherwise collect reimbursement from, the beneficiary or persons acting on behalf of the beneficiary for any specialty or related administrative services provided under this contract, except to collect other health insurance coverage, share of cost, and co-payments
3. Term. The term of this Agreement commences July 1, 2021 and shall remain in effect through June 30, 2022, unless terminated earlier pursuant to this Agreement.
4. Termination. Either party may terminate this agreement by giving thirty (30) days written notice to the other party.
  - a. If, in the Director's sole judgment, Contractor's performance of the obligations, duties and responsibilities required of Contractor by this Agreement jeopardize the health, safety, or welfare of any person, then County may terminate this Agreement immediately upon written notice served upon the Contractor.
  - b. If this Agreement is terminated, the Contractor shall promptly supply all information necessary for the reimbursement of any claims submitted to the State
5. Non-Appropriation of Funds. It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, the County shall have no liability to pay any further funds whatsoever to Contractor or furnish any other consideration under this Agreement and Contractor shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either cancel this Agreement with no further liability incurring to the County, or offer an amendment to Contractor to reflect the reduced amount available to the program. The parties acknowledge and agree that the

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

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

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

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

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

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

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

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

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

County:

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

Contractor:

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

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

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

**CONTRACTOR:**

By: \_\_\_\_\_  
Name: Elena Mashkevich  
Title: Director of County Contracts  
Date signed:

**CONTRACTOR:**

By: \_\_\_\_\_  
Name: Maria Stefanou  
Title: Chief Financial Officer  
Date signed:

**COUNTY:**

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

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

**APPROVED AS TO CONTENT:**

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

**ATTEST:**

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

Approved as to form:



5/18/2021

\_\_\_\_\_  
Gretchen Stuhr  
Plumas County Counsel

## BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (“Agreement”) supplements and is made a part of the Services Agreement (“SA”) by and between the COUNTY OF PLUMAS referred to herein as Covered Entity (“CE”), and Crestwood Behavioral Health, Inc., referred to herein as Business Associate (“BA”), dated July 1, 2021.

### RECITALS

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

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

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

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

#### 1. Definitions

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

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

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

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

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

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

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

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

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

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

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

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

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

## 2. **Obligations of Business Associate**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### 3. Termination

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

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

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

4. **Disclaimer**

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

5. **Certification**

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

6. **Amendment**

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

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

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

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

**8. No Third-Party Beneficiaries**

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

**9. Interpretation**

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

PCBH2122CRESTWOOD

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

**COVERED ENTITY**

**BUSINESS ASSOCIATE**

Name: Tony Hobson, Ph.D., Director

Name Elena Mashkevich

Title: Behavioral Health Director

Title: Director of County Contracts

Address: 270 County Hospital Road, Suite 109

Address: 520 Capitol Mall Suite 800

Quincy, California 95971

Sacramento, CA 95814

Signed: \_\_\_\_\_

Signed: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

\_\_\_\_\_  
COUNTY INITIALS

\_\_\_\_\_  
CONTRACTOR INITIALS

**EXHIBIT A - SCOPE OF WORK**

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

Crestwood's Behavioral Health services include:

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

**EXHIBIT B - FEE SCHEDULE**

*see attachment*

**INVOICING AND PAYMENT:**

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

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

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

<u>SNF/STP - IMD Designation</u>	<u>Room and Board/Per Diem</u>	<u>Patch/Enhancement</u>
Crestwood Wellness and Recovery Ctr Redding SNF/STP (IMD) - 1122 NPI - 1194743088	<b>235.16</b>	25.00 46.00 61.00 117.00 Negotiated

<u>SNF/STP</u>	<u>Room and Board/Per Diem</u>	<u>Patch/Enhancement</u>
Crestwood Manor - Stockton San Joaquin SNF/STP - 1104 NPI - 1730128174	Medi-Cal Published Rate **Indigent/Medi-Cal Ineligible	25.00 36.00 38.00 61.00 88.00 117.00 Negotiated

Crestwood Manor - Modesto Stanislaus SNF/STP - 1112 NPI - 1508884487	Medi-Cal Published Rate **Indigent/Medi-Cal Ineligible	25.00 41.00 61.00 88.00 117.00 Negotiated
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Crestwood Manor - Fremont Alameda SNF/STP - 1134 NPI - 1902828403	Medi-Cal Published Rate **Indigent/Medi-Cal Ineligible	25.00 33.00 61.00 96.00 140.00 Negotiated
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<u>SNF</u>		
Crestwood Treatment Center - Fremont Alameda SNF - 1120 NPI - 1942228838	Medi-Cal Published Rate **Indigent/Medi-Cal Ineligible	140.00 Negotiated

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

**Mental Health Rehabilitation Centers**  
**(MHRC)**

**Room and Board/Per Diem**

Crestwood Center - Sacramento	Level 1	370.00
Sacramento MHRC - 1106	Level 2	337.00
NPI - 1356411656	Level 3	306.00
Crestwood Behavioral Health Ctr – San Jose	Level 1	404.00
Santa Clara MHRC - 1107	Level 2	324.00
NPI - 1376623256	Level 3	315.00
Crestwood Behavioral Health Ctr - Eureka		318.00
Humboldt MHRC - 1110		
NPI - 1124046008		
Crestwood Behavioral Health Ctr - Bakersfield	Level 1 (1:1)	696.00
Kern MHRC - 1115	Level 2	370.00
NPI - 1275610800	Level 3	337.00
	Level 4	304.00
Crestwood Center at Angwin, Napa Valley	Level 1	362.00
Napa MHRC - 1116	Level 2	288.00
NPI - 1316024953	Level 3	235.00
Kingsburg Healing Center	Level 1	475.00
Fresno MHRC - 1140	Level 2	416.00
NPI – 1073989661	Level 3	357.00
	Bedhold	297.00
Crestwood Recovery and Rehab Ctr– Vallejo	Level 1	372.00
Solano MHRC - 1141	Level 2	316.00
NPI - 1508935834	Level 3	280.00
	Level 4	263.00

Crestwood San Diego	Level 1	454.00
San Diego MHRC - 1154	Level 2	389.00
NPI - 1295146934	Level 3	323.00
	Bedhold	314.65
Crestwood Chula Vista	Level 1	454.00
San Diego MHRC - 1164	Level 2	389.00
NPI - 1023495181	Level 3	323.00
	Bedhold	314.65
San Francisco Healing Center	SF Blended Rate	495.00
San Francisco MHRC - 1166	Bedhold	486.65
NPI - 1447758024		
Fallbrook Healing Center	Level 1	464.00
San Diego MHRC - 1167	Level 2	397.00
NPI - 1639738297	Level 3	331.00
	Bedhold	317.00
Champion Healing Center - Lompoc	Level 1	530.00
Santa Barbara MHRC - 1170	Level 2	440.00
NPI - XXXXXXXXXX	Level 3	362.00

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

<u>Psychiatric Health Facilities (PHF)</u>	<u>Room and Board/Per Diem</u>
Crestwood PHF - Carmichael American River, Sacramento - 1153 NPI - 1972827343	900.00
Crestwood Center PHF - Sacramento Sacramento - 1156 NPI - 1669734075	900.00
Crestwood PHF – San Jose Santa Clara - 1157 NPI - 1598065047	1,082.00
Crestwood Bakersfield PHF Kern – 1158 NPI - 1194034645	975.00
Crestwood Solano PHF – Vallejo Solano PHF - 1159 NPI - 1780009142	998.00
Crestwood Sonoma PHF Sonoma PHF - XXXX NPI - XXXXXXXXXX	1,000.00

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

Pathways ARF - Eureka Humboldt, Social Rehabilitation Center - 1125 NPI - 1811374564	198.00
Crestwood Solano Our House, ARF at Vallejo Solano ARF - 1136 NPI - 1750452199	150.00
Bridge Program – Bakersfield ARF Bakersfield, Social Rehabilitation Center-1137 NPI - 1265501597	209.00
American River Resident. Services-Carmichael Sacramento ARF - 1139 NPI - 1104905645	150.00
Bridge Program - Pleasant Hill Contra Costa ARF - 1143 NPI - 1669543005	150.00
The Pathway - Pleasant Hill Contra Costa, Social Rehab Center- 1144 NPI - 1578634911	203.00
Bridge Program - Fresno Fresno, Social Rehabilitation Center - 1145 NPI - 1093892663	209.00
Crestwood Hope Center – Vallejo Solano RCFE - 1152 NPI - 1962702324	150.00
Hummingbird Healing House – San Diego San Diego Social Rehabilitation Center - 1168 NPI - 1992206734	195.00

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

<u>SNF</u>	<u>Room and Board/Per Diem</u>	<u>Patch/Enhancement</u>
Idylwood Care Center	Medi-Cal Published Rate	117.00
Idylwood SNF - 2733	**Indigent/Medi-Cal Ineligible	140.00
NPI - 1770501744		170.00
		Negotiated

EXHIBIT C  
MEDI-CAL REQUIREMENTS

**I. PROVIDER CERTIFICATION**

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

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

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

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

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

EXHIBIT C  
MEDI-CAL REQUIREMENTS

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

**II. BENEFICIARY ELIGIBILITY**

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

**III. PATIENT RIGHTS**

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

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

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

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

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

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

EXHIBIT C  
MEDI-CAL REQUIREMENTS

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

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

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

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

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

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

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

**IV. MEDICAL NECESSITY CRITERIA**

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

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

**V. ASSESSMENT**

Agreement Between County of Plumas and \_\_\_\_\_, FY \_\_\_\_\_

EXHIBIT C  
MEDI-CAL REQUIREMENTS

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

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

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

**VI. CLIENT PLANS**

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

EXHIBIT C  
MEDI-CAL REQUIREMENTS

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

**Frequency/Timeliness of Client Plan:**

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

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

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

**VII. PROGRESS NOTES**

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

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

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

**Frequency of Progress Notes:**

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

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

**Timeliness of Progress Notes:**

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

**VIII. PROGRAM INTEGRITY**

**A. Compliance Program**

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

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

EXHIBIT C  
MEDI-CAL REQUIREMENTS

**B. Fraud Reporting Requirements**

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

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

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

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

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

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

**C. Service Verification**

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

**D. Required Disclosures**

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

EXHIBIT C  
MEDI-CAL REQUIREMENTS

individual providers, information regarding:

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

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

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

## EXHIBIT D- TERMS AND CONDITIONS

### I. COUNTY AUTHORITY; CONTRACTOR ELIGIBILITY

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

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

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

### II. PERSONNEL; PERFORMANCE STANDARDS

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

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

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

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

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

### III. RECORDS, RETENTION, REVIEW, ETC.

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

## EXHIBIT D- TERMS AND CONDITIONS

- B.** Contractor shall maintain adequate financial documentation relating to all services provided and claims made pursuant to this Agreement. These may include, but are not limited to, complete service and financial records, which clearly reflect the actual cost and related fees received for each type of service for which payment is claimed, audit work papers, patient eligibility determination, and the fees charged to and collected from patients. All financial records shall be retained by Contractor for a minimum of 10 years from the term end date of the State contract under which this contract is funded or in the event the County has been notified that an audit or investigation of the State contract, until such time as the matter under audit or investigation has been resolved, including the exhaustion of all legal remedies, whichever is later. County will notify the Contractor if such event occurs. Contractor shall comply with the Federal and State requirements as to retaining financial records.
- C.** If applicable, Contractor shall maintain adequate patient records for each client, in sufficient detail to permit an evaluation of services, which shall include, but not be limited to, the following: admission information, demographic information, consent for treatment, medical history, assessment and diagnostic studies, client plan, records of patient interviews, and records of all services provided. Additional requirements for an assessment, client plan, and progress notes are specified in the Quality Management Standards set forth in Exhibit C. Such records shall also comply with all applicable Federal, State, and County record retention requirements. If applicable, Contractor shall comply with the Federal, State and County requirements as to maintaining electronic health records. County and Contractor will collaborate to provide patients with access to patient healthcare records in compliance with all applicable Federal, State, and County regulations.
- D.** All patient records shall be kept for whichever time period listed below is longer:
1. a minimum of 10 years from the term end date of the State contract under which this contract is funded or;
  2. in the event the County has been notified that an audit or investigation of the State contract, until such time as the matter under audit or investigation has been resolved, including the exhaustion of all legal remedies, whichever is later. County will notify the Contractor if such event occurs; or
  3. a minimum of 10 years from the patient's date of discharge, if the patient is 18 years old or older when they are discharged; or
  4. until the patient's 28<sup>th</sup> birthday, if the patient was treated and discharged while they were a minor; or
  5. if the patient was pregnant at the time of treatment, patient's records shall be maintained for 25 years from last date of treatment while pregnant. In the event the client was pregnant more than once while they received treatment, the last date of treatment of the last pregnancy shall be used to calculate the appropriate time frames for record retention. In the event that the last day of treatment while pregnant cannot be ascertained from the client record, the last day of treatment while pregnant shall be calculated as one year from the initial report of pregnancy in the client record.
- E.** In the event that Contractor ceases to provide the services required by this agreement for any reason, Contractor will contact County and make appropriate arrangements for transfer of care of the clients and for County to take possession of clinical records. Electronic health care records shall be made available to the County in an electronic format readable by the County.
- F.** Contractor shall make all books, records, and facilities maintained by Contractor related to goods and/or services provided and claims made pursuant to this Agreement available for

## EXHIBIT D- TERMS AND CONDITIONS

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

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

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

### IV. REPORTS

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

**B. Practitioner Information Report:**

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

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

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

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

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

[PLUMASOICONCERNS@PCBH.SERVICES](mailto:PLUMASOICONCERNS@PCBH.SERVICES)

## EXHIBIT D- TERMS AND CONDITIONS

### C. Program Report:

Performance Outcome Measures (POM)

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

Submit the Performance Outcome Measures electronically via email to [PLUMASQICONCERNS@PCBH.SERVICES](mailto:PLUMASQICONCERNS@PCBH.SERVICES)

### D. Expenditure Reports

#### 1. Contract Expenditures

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

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

Submit the Contract Expenditures reports electronically via email to [cshannon@pcbh.services](mailto:cshannon@pcbh.services)

### E. Fiscal Year Annual Reports

#### 1. Annual Training Report

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

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

#### 2. Aggregated Staff and Volunteer Ethnicity Survey

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

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

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

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

#### 4. Certified Mental Health Cost Report

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

#### 5. Certified Audited Financial Reports

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

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

Submit all annual reports electronically via email to:

[cshannon@pcbh.services](mailto:cshannon@pcbh.services)

## EXHIBIT D- TERMS AND CONDITIONS

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

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

### V. AUDITS

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

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

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

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

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

## EXHIBIT D- TERMS AND CONDITIONS

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

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

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

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

### VI. CULTURAL COMPETENCY

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

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

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

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

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

## EXHIBIT D- TERMS AND CONDITIONS

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

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

### G. Language Access and Translation Requirements

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

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

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

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

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

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

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

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

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



# PLUMAS COUNTY BUILDING DEPARTMENT

555 Main Street  
Quincy, CA 95971  
www.plumascounty.us

2D 1+2

voice (530) 283-7011  
24/7 inspection request (530) 283-6001  
fax (530) 283-6134

**DATE:** May 21, 2021  
**TO:** Honorable Board of Supervisors  
**FROM:** Charles White  
Director of Building Services

**SUBJECT: CONSENT AGENDA REQUEST TO THE BOARD OF SUPERVISORS TO APPROVE CONTRACTS BETWEEN DAVID HUMPHREY (DBA CRESCENT TOW & REPAIR), JOSHUA'S IRONWORKS INC. (DBA RON'S TOW) AND THE COUNTY OF PLUMAS FOR TOWING SERVICES UNDER THE ABANDONED VEHICLE ABATEMENT PROGRAM**

**RECOMMENDATION:**

1. Approve and authorize the Chair to sign contract between Plumas County and David Humphrey, dba Crescent Tow and repair, under the Abandoned Vehicle Abatement Program; not to exceed \$10,000 dollars; approved as to form by County Counsel
2. Approve and authorize the Chair to sign contract between Plumas County and Joshua's Ironworks Inc., dba Ron's Tow for towing services under the Abandoned Vehicle Abatement Program; not to exceed \$10,000 dollars; approved as to form by County Counsel

**BACKGROUND:**

Towing services are a critical part to be able to maintain the operation of the Abandoned Vehicle Abatement Program. Since the AVA programs reimplementation County Code Enforcement has managed to remove over 30 abandoned vehicles with more vehicles currently tagged for removal. Costs for all towing services are paid by The Abandoned Vehicle Abatement Program, with no contributions from the general fund.

Thank you for your consideration,

Charles White  
Director of Building Services  
County of Plumas

Agreement for Vehicle Abatement Services

**2D1**

This Agreement is made and entered this 1 day of April, 2021, by and between the COUNTY OF PLUMAS for the Abatement of Abandoned Vehicles, a political subdivision of the State of California, (hereinafter referred to as "County"), and David Humphrey, an individual dba Crescent Tow and Repair (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 ten thousand and 00/100 Dollars (\$10,000.00).
3. Term. The term of this agreement shall be from April 1, 2021 through March 31, 2022, unless terminated earlier as provided herein.
4. Termination. Either party may terminate this agreement by giving thirty (30) days written notice to the other party. County's Board of Supervisors hereby ratifies, and approves for payment, services provided by Contractor from April 1, 2021, to date of approval of this Agreement by the Board of Supervisors.
5. Non-Appropriation of Funds. It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, the County shall have no liability to pay any further funds whatsoever to Contractor or furnish any other consideration under this Agreement and Contractor shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either cancel this Agreement with no further liability incurring to the County, or offer an amendment to Contractor to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution. Contractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.
6. Warranty and Legal Compliance. The services provided under this Agreement are non-exclusive and shall be completed promptly and competently. Contractor agrees to observe and 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, including those governing licensed vehicle dealers and auto towing.
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

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of this Agreement shall be valid or binding upon either party unless made in writing and duly executed by both parties.

8. Indemnification. To the furthest extent permitted by law (including without limitation California Civil Code Sections 2782 and 2782.8, if applicable), County shall not be liable for, and Contractor shall defend and indemnify County and its officers, agents, employees, and volunteers (collectively "County Parties"), against any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorney's fees and court costs (hereinafter collectively referred to as "Claims"), which arise out of or are in any way connected to the work covered by this Agreement arising either directly or indirectly from any act, error, omission or negligence of Contractor or its officers, employees, agents, contractors, licensees or servants, including, without limitation, Claims caused by the concurrent negligent act, error or omission, whether active or passive of County Parties. Contractor shall have no obligation, however, to defend or indemnify County Parties from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of County Parties. The obligations of this indemnity shall be for the full amount of all damage to County, including defense costs, and shall not be limited by any insurance limits.
9. Insurance. Contractor agrees to maintain the following insurance coverage throughout the term of this Agreement:
- a. Commercial general liability (and professional liability, if applicable to the services provided) coverage, with minimum per occurrence limit of the greater of (i) the limit available on the policy, or (ii) one million dollars (\$1,000,000).
  - b. Garage Liability coverage at least as broad as Insurance Services Office's Commercial Garage Liability occurrence coverage form CA 00 05 and Broadening endorsement with minimum per occurrence limit of the greater of (i) the limit available on the policy, or (ii) one million dollars (\$1,000,000). Including, but not limited to, Garage Operations, Premises Operations, Product/Completed Operations, Contractual, and Personal & Advertising Injury, without additional exclusions or limitations unless approved by the County.
  - c. Garage Keepers coverage for physical damage coverage for loss to customers' vehicle while in the care, custody and control of the Contractor with minimum per occurrence limit of the greater of (i) the limit available on the policy, or (ii) five hundred thousand dollars (\$500,000). Coverage shall be for comprehensive and collision causes of loss and shall pay on a direct or primary basis.
  - d. On-Hook Towing Coverage for physical damage coverage for loss to customers' vehicles while being towed with minimum per occurrence limit the greater of (i) the limit available on the policy, or (ii) as follows depending on class of tow truck: Class A - \$50,000, Class B - \$150,000 and Class C or above - \$200,000 each loss.

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- e. 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.
- f. 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.
- g. 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.

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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.

Any deductibles or self-insured retentions must be declared and approved by the County, County of Plumas and City of Portola. At the option of the County of Plumas, or City of Portola, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County of Plumas, or City of Portola, their officers, officials, employees and volunteers, or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claims administration and defense expenses.

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.

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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:

Code Enforcement  
 County of Plumas  
 555 Main Street  
 Quincy, CA 95971  
 Attention: Charles White (Building Services Director)

Contractor:

David Humphrey, an individual  
 dba Crescent Tow and Repair  
 15803 Highway 89  
 Crescent Mills, CA 95934

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

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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.

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

**CONTRACTOR:**

David Humphrey, an individual  
dba Crescent Toy and Repair

By:   
Name: David Humphrey  
Title: Owner  
Date signed: 5-12-21

By: \_\_\_\_\_  
Name: David Humphrey  
Title: owner  
Date signed: 5-12-21

**COUNTY:**

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

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

**ATTEST**

By: \_\_\_\_\_  
Name: Heidi Putnam  
Title: Clerk of the Board of Supervisors

Approved as to form:

 5/4/2021  
Sara James  
Deputy County Counsel II

EXHIBIT A

**Scope of Work**

**1. SUMMARY DESCRIPTION**

CONTRACTOR shall furnish COUNTY with all qualified labor, materials, facilities, equipment and transportation necessary to remove and abate vehicles, including automobiles, motorcycles, trucks, SUVs, boats, trailers, and recreational vehicles, and all parts/debris thereof from private property or public streets for which COUNTY provides CONTRACTOR with Tow Request as described herein.

**2. TOW PROCESS – ALL ABATEMENTS**

A. TOW REQUEST: CONTRACTOR shall dispatch towing equipment upon receipt of Tow Request. COUNTY representative will make Tow Requests by phone call to the CONTRACTOR at (530) 284-6231, which shall be answered by CONTRACTOR at all times between the hours of 8:00 a.m. and 5:00 p.m. Monday through Friday, excluding COUNTY-observed holidays. A COUNTY Code Enforcement representative will be present at the location and time of tow. Code Enforcement representative will provide a Tow and Storage Report for vehicles towed from the public right-of-way, or an Automobile Dismantler's Vehicle Removal Notification document for vehicles towed from private property to the tow truck driver at the location from where the vehicle is to be towed. The Tow and Storage Report or Automobile Dismantler's Vehicle Removal Notification document (blank copies of which are attached hereto as Attachments 1 and 2, respectively, and incorporated herein for reference purposes) shall identify the vehicle, vehicle identification number (if visible), license plate number (if present), and the location of the vehicle. The Tow and Storage Report or Automobile Dismantler's Vehicle Removal Notification shall include authorization for the CONTRACTOR to remove and tow the vehicle to CONTRACTOR's storage facility.

B. DOCUMENTATION: CONTRACTOR's tow truck drivers shall be given the Tow and Storage Report or Automobile Dismantler's Vehicle Removal Notification for driver to have in his/her possession in the field at time of abatement to serve as verification of legal authority to abate the vehicles being towed.

C. INSPECTION OF VEHICLE IDENTIFICATION NUMBERS AND LICENSE PLATES: Prior to hook-up/loading of vehicles to be abated, CONTRACTOR's tow drivers shall visually inspect, when possible and practicable, every vehicle to be abated to verify that the vehicle identification number (VIN) and license number on every vehicle, trailer or boat match the information documented on the Tow and Storage report or Automobile Dismantler's Vehicle Removal Notification from County Code Enforcement. If any variation or discrepancy exists, CONTRACTOR shall immediately notify COUNTY's Code Enforcement representative for direction.

D. TOWING: CONTRACTOR shall utilize tow truck drivers, tow truck classifications and equipment specifications and auxiliary equipment as hereinafter described. Hook-up/loading and towing/carrying of vehicles shall be accomplished in accordance with standards of practice for the industry and state laws and regulations, and in a manner to avoid spillage of any fluids or other materials from the towed vehicles.

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E. PREVENTION OF DAMAGE TO VEHICLES AND CONTENTS: All vehicles shall be handled by CONTRACTOR in such manner that the vehicles remain in substantially the same condition as they existed before being towed. All personal property and contents in the vehicles shall be kept intact. Any damage, which occurs to towed vehicles or contents while in possession of the CONTRACTOR, shall be solely CONTRACTOR'S responsibility.

F. PREVENTION OF DAMAGE TO ABATEMENT SITE: CONTRACTOR shall inspect and hook-up vehicles to tow in such manner that abatement sites remain in substantially the same condition as they existed before CONTRACTOR towed the vehicles. Any damage to existing curbs, gutters, sidewalks, utilities, guardrails, equipment of finished surfaces, landscaping, etc., resulting from the performance of this Agreement by CONTRACTOR shall be repaired to the satisfaction of COUNTY at CONTRACTOR'S expense.

G. DETERMINATION OF ESTIMATED VEHICLE VALUE FOR VEHICLES TOWED FROM PUBLIC RIGHT OF WAY:

(1) Within three (3) days after the towing of a vehicle hereunder, CONTRACTOR shall provide County Code Enforcement representative with a report of CONTRACTOR'S estimated value of the vehicle towed. Such report shall include the estimated value, identity of the estimator, location and description of vehicle, including Make, model, year, identification number, license number, state of registration, and (for motorcycles only) the engine number, and the statutory authority for the storage (which shall have been provided to CONTRACTOR on the Tow and Storage Report.

(2) If COUNTY Code Enforcement representative questions CONTRACTOR'S estimate of value, such as but not limited to, circumstances when Kelly Blue Book or other published estimators of vehicle values indicate a low book value higher than CONTRACTOR'S estimate and when year and/or exterior appearance are at odds with CONTRACTOR'S estimate, CONTRACTOR shall provide County Code Enforcement representative documentation of internal conditions such as transmission and engine damage and provide an estimate of costs to repair the vehicle to increase its value to that of Kelly Blue Book low value.

### 3. STORAGE FACILITY REQUIREMENTS

CONTRACTOR shall comply with the following storage facility requirements:

- A. POSTING OF NOTICE AS REQUIRED BY VEHICLE CODE SECTION 22850.3: CONTRACTOR shall conspicuously post at each of its storage facilities where vehicles towed under this Agreement may be stored, the following notice: "A vehicle placed in storage pursuant to State of California Vehicle Code Section 22850 may be released only on proof of current registration."
- B. 24-HOUR PUBLIC ACCESS TELEPHONE LINE: CONTRACTOR shall maintain at all times, a telephone line accessible by the public 24-hours per day, seven days per week, which CONTRACTOR shall answer during those hours to communicate with the public concerning possession and disposition of vehicles in CONTRACTOR'S possession.

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**4. DISPOSITION OF VEHICLES**

A. **VEHICLES TOWED FROM PRIVATE PROPERTY:** All vehicles towed from private property pursuant to Automobile Dismantlers Vehicle Removal Notification must be destroyed pursuant to California Vehicle Code section 22661(f) and 22662.

B. **VEHICLES TOWED FROM PUBLIC RIGHT OF WAY:**

(1) Minimum 15-day Storage: CONTRACTOR shall store all vehicles towed under this Agreement for a minimum 15 days before making final disposition. CONTRACTOR shall store such vehicles in secure, enclosed buildings or fenced storage yards. During the 15-day storage, registered owners of the vehicles may claim them upon presentation of documentation as required by the California Vehicle Code and payment of CONTRACTOR'S tow and storage fees charges in accordance with the California Vehicle Code.

(2) Final Disposition: If vehicles are not claimed during the foregoing 15-day storage period, CONTRACTOR is authorized to make final disposition of the vehicles according to the following procedures:

(i) DMV Forms REG 462, JUNK: If, during the 15-day storage period, County Code Enforcement provides CONTRACTOR with completed Department of Motor Vehicles (DMV) Form REG 462 (a blank copy of which is attached hereto as Attachment 3 and incorporated herein by reference), for vehicles valued at \$500 or less, the vehicles described in the forms shall not be reconstructed or made operable and shall not be reregistered or resold for use on public streets – all such vehicles will be processed as junk. Such vehicles towed by CONTRACTOR under this Agreement shall be removed to a licensed scrap-yard or automobile dismantler's yard for processing as scrap, or for sale of parts or recycling of parts.

(ii) Other Final Disposition: If County Code Enforcement does not provide DMV Forms REG 462 during the 15-day storage period, CONTRACTOR shall make final disposition of such vehicles in a manner consistent with the requirements of California Vehicle Code Division 11, Chapters 9 and 10 (sections 22500-22856). Prior to initiating the steps required for final disposition, CONTRACTOR shall provide written notice to County Code Enforcement of the proposed disposition, and within the week immediately subsequent to final disposition, CONTRACTOR shall advise County Code Enforcement of the actual disposition accomplished via listing of the disposition in the weekly reports as provided, below.

(iii) Motorhomes and Travel Trailers: All Motorhomes and Travel Trailers not claimed by the registered owner as outlined above shall be destroyed within 45 days of the date towed. Verification of final disposition shall be provided to County Code Enforcement with submission of invoice(s) for disposal fees incurred, prior to payment.

(3) Disposal of Hazardous Materials: CONTRACTOR shall assure that all refrigerant, coolant, oils, fuels, lubricants and other hazardous materials are properly and safely drained from vehicles abated under this Agreement and that disposal or recycling of such material is conducted in accordance with all applicable laws.

\_\_\_\_ COUNTY INITIALS

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(4) Disposition of Personal Property in Vehicles: CONTRACTOR shall allow access to vehicles towed hereunder by the registered owners of such vehicles for such owners to retrieve personal property during normal business hours. CONTRACTOR shall require submittal of identification, which must match the DMV registration information, before access is allowed to the vehicle. Upon completion of the required storage period, if personal property in vehicles has not been retrieve by the registered owner, CONTRACTOR may dispose of any such property in accordance with applicable laws.

## 5. RECORDS, AUDITS AND REPORTS

A. In conjunction with Paragraph 24 of this Agreement, CONTRACTOR shall provide monthly summary reports to County Code Enforcement of vehicles towed and vehicles disposed of by CONTRACTOR in the preceding month. Such monthly reports shall include all of the information listed in subparagraph D below.

B. CONTRACTOR shall maintain records of vehicles abated under this Agreement for a period of four years. Such records shall be open to inspection immediately during regular business hours upon the request of COUNTY.

C. At minimum, CONTRACTOR 'S records shall include the following with the dates of each action:

- 1) Case Number Assigned by County's Code Enforcement.
- 2) Original or copy of the Tow and Storage Report or Automobile Dismantler's Vehicle Removal Notification.
- 3) Name or employee number of tow truck driver who performed the abatement.
- 4) Name, address and phone number of person, if available, whose vehicle was towed.
- 5) Vehicle identification number (VIN), license number, year, make and model of each vehicle abated.
- 6) Location from which the vehicle was towed, including notation whether towed from public roadway or from privately-owned property.
- 7) Location to which the vehicle was towed.
- 8) Final disposition of vehicle (redeemed by registered owner, dismantled, scrapped, etc.).

## 6. MOTOR CARRIER PERMIT

CONTRACTOR shall maintain an active State of California Department of Motor Vehicle Carrier Permit during the entirety of this Agreement. CONTRACTOR shall immediately notify COUNTY in writing of any changes in the permit.

## 7. TOW TRUCK DRIVER REQUIREMENTS

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A. Competency: CONTRACTOR shall ensure tow truck drivers performing services under this Agreement are qualified and competent employees. CONTRACTOR shall ensure the tow truck drivers are trained and proficient in the use of the tow truck and related equipment, including, but not limited to, the procedures necessary for the safe towing and recovery of the various types of vehicles to be abated under this Agreement. Tow truck drivers shall be at least 18 years old and shall possess the class driver license as required by the State of California Department of Motor Vehicles to perform tow truck activities hereunder.

B. Criminal Convictions as Prohibition from Performing Services:

1) County may prohibit Contractor or any of its drivers from performing services under this Agreement if Contractor or any of Contractor's drivers have been convicted of a crime involving dishonesty, fraud, deceit with intent to substantially benefit him or herself, or another, or substantially injure another, and the time for appeal of such conviction has elapsed, or when an order granting probation is made suspending the imposition of sentence, irrespective of the entry of a subsequent order under California Penal Code section 1203.4; and County concludes that by reason of the crime, Contractor or Contractor's drivers would perform the duties under this Agreement in a manner which would subject towed vehicle owners to risk of harm or criminal, deceitful or otherwise unethical practices.

2) Notwithstanding the foregoing, County shall not prohibit performance of services under this Agreement solely on the basis that Contractor or driver of Contractor has been convicted of a felony if the person obtained a certificate of rehabilitation under California Penal Code section 4852.01, et seq., or that the person has been convicted of a misdemeanor if the person has met all applicable requirements of the criteria of rehabilitation developed to evaluate the rehabilitation of the person.

i) DMV Employer Pull Notice Program: Contractor and all Contractor's tow truck drivers shall be enrolled in the State of California Department of Motor Vehicles Employer Pull Notice (EPN) Program. Contractor shall enroll new drivers in the EPN Program within 30 days of hire. Contractor shall sign, date and maintain Pull Notices on file and shall provide copies of Pull Notices to County within seven calendar days of County's written request thereof.

**8. TOW TRUCK CLASSIFICATIONS AND EQUIPMENT SPECIFICATIONS**

Contractor shall equip and maintain tow truck(s) utilized in performance of this Agreement in accordance with the provisions set forth in the California Vehicle Code and consistent with industry standards and practices. Contractor's tow trucks and equipment used in the performance of this Agreement shall comply with all specifications and include all the requirements listed on the State of California Department of California Highway Patrol Tow Truck Inspection Guide, CHP Form 234B (Rev. 3-15), a copy of which is attached hereto as Attachment 4 and incorporated herein by this reference. Tow trucks shall display Contractor's name, city and telephone number painted on or permanently affixed to the vehicle. Contractor shall maintain each truck with auxiliary equipment necessary to tow/abate various types of vehicles. The down straps, tow safety chains, and drag lights ("tow lights") shall be used on all tows performed under this Agreement. If Contractor does not have the equipment capability to legally or safely tow/abate a vehicle due to the type, size, weight, and/or condition of the vehicle, Contractor shall notify County Code Enforcement of such fact immediately.

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**9. TOW TRUCKS – REQUIRED INSPECTIONS**

A. When responding to tow requests pursuant to this Agreement, Contractor shall use only tow vehicles that are currently included in Contractor’s Motor Carrier Permit and subject to inspection by the California Highway Patrol under the Biennial Inspection of Terminals (BIT) program.

B. County shall have the right to inspect and evaluate the suitability of any/all of the Contractor’s tow vehicles, equipment and facilities to be used in performance of this Agreement.

**10. PUBLICATION OF DOCUMENTS AND DATA**

Contractor shall not publish, or disclose to any third party, documents, data, or any confidential information relative to the work of the, County of Plumas, or City of Portola without the prior written consent of the County of Plumas, or City of Portola, however, submission or distribution to meet official regulatory requirements, or for other purposes authorized by this Agreement, shall not be construed as publication in derogation of the rights of either the County of Plumas, City of Portola or Contractor.

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**EXHIBIT B**

**Fee Schedule**

Abated / Abandoned vehicle Tow.....	\$250.00 hour
(This includes passenger vehicles, cars and trucks and trucks with over-bed campers)	
Motorhomes, RV's, trailers, and boat tow.....	\$500.00 hour
Large farm equipment (requiring Class D truck) .....	\$750 hour
Vehicle Storage will be paid by the vehicle's registered owner per California Vehicle Code, at the towing/dismantling company's posted rate	
Individual Tires .....	\$3.00 each
Individual Tires mounted on rims/wheels.....	\$10.00 each
Miscellaneous scrap/recyclable material.....	NO CHARGE

- If vehicles are held over at the towing company's facility(other than the minimum 15 days required by California Vehicle Code, an additional towing fee will not be paid from the towing facility to the dismantling facility.

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Agreement for Vehicle Abatement Services

This Agreement is made and entered this 1 day of April, 2021, by and between the COUNTY OF PLUMAS for the Abatement of Abandoned Vehicles, a political subdivision of the State of California, (hereinafter referred to as "County"), and Joshua's Ironworks Inc., a California Corporation, dba Ron's Tow Service (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 ten thousand and 00/100 Dollars (\$10,000.00).
3. Term. The term of this agreement shall be from April 1, 2021 through March 31, 2022, unless terminated earlier as provided herein.
4. Termination. Either party may terminate this agreement by giving thirty (30) days written notice to the other party. County's Board of Supervisors hereby ratifies, and approves for payment, services provided by Contractor from April 1, 2021, to date of approval of this Agreement by the Board of Supervisors.
5. Non-Appropriation of Funds. It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, the County shall have no liability to pay any further funds whatsoever to Contractor or furnish any other consideration under this Agreement and Contractor shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either cancel this Agreement with no further liability incurring to the County, or offer an amendment to Contractor to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution. Contractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.
6. Warranty and Legal Compliance. The services provided under this Agreement are non-exclusive and shall be completed promptly and competently. Contractor agrees to observe and 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, including those governing licensed vehicle dealers and auto towing.
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

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of this Agreement shall be valid or binding upon either party unless made in writing and duly executed by both parties.

8. Indemnification. To the furthest extent permitted by law (including without limitation California Civil Code Sections 2782 and 2782.8, if applicable), County shall not be liable for, and Contractor shall defend and indemnify County and its officers, agents, employees, and volunteers (collectively "County Parties"), against any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorney's fees and court costs (hereinafter collectively referred to as "Claims"), which arise out of or are in any way connected to the work covered by this Agreement arising either directly or indirectly from any act, error, omission or negligence of Contractor or its officers, employees, agents, contractors, licensees or servants, including, without limitation, Claims caused by the concurrent negligent act, error or omission, whether active or passive of County Parties. Contractor shall have no obligation, however, to defend or indemnify County Parties from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of County Parties. The obligations of this indemnity shall be for the full amount of all damage to County, including defense costs, and shall not be limited by any insurance limits.
9. Insurance. Contractor agrees to maintain the following insurance coverage throughout the term of this Agreement:
- a. Commercial general liability (and professional liability, if applicable to the services provided) coverage, with minimum per occurrence limit of the greater of (i) the limit available on the policy, or (ii) one million dollars (\$1,000,000).
  - b. Garage Liability coverage at least as broad as Insurance Services Office's Commercial Garage Liability occurrence coverage form CA 00 05 and Broadening endorsement with minimum per occurrence limit of the greater of (i) the limit available on the policy, or (ii) one million dollars (\$1,000,000). Including, but not limited to, Garage Operations, Premises Operations, Product/Completed Operations, Contractual, and Personal & Advertising Injury, without additional exclusions or limitations unless approved by the County.
  - c. Garage Keepers coverage for physical damage coverage for loss to customers' vehicle while in the care, custody and control of the Contractor with minimum per occurrence limit of the greater of (i) the limit available on the policy, or (ii) five hundred thousand dollars (\$500,000). Coverage shall be for comprehensive and collision causes of loss and shall pay on a direct or primary basis.
  - d. On-Hook Towing Coverage for physical damage coverage for loss to customers' vehicles while being towed with minimum per occurrence limit the greater of (i) the limit available on the policy, or (ii) as follows depending on class of tow truck: Class A - \$50,000, Class B - \$150,000 and Class C or above - \$200,000 each loss.

- e. 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.
- f. 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.
- g. 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.

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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.

Any deductibles or self-insured retentions must be declared and approved by the County, County of Plumas and City of Portola. At the option of the County of Plumas, or City of Portola, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the County of Plumas, or City of Portola, their officers, officials, employees and volunteers, or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claims administration and defense expenses.

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.

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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:

Code Enforcement  
 County of Plumas  
 555 Main Street  
 Quincy, CA 95971  
 Attention: Charles White (Building Services Director)

Contractor:

Joshua's Ironworks Inc., a California Corporation,  
 dba Ron's Tow Service  
 92283 Highway 70  
 P.O. Box 452  
 Vinton, CA 96135  
 Attention: Ernest L. Jones or Rebecca Lee Jones

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.

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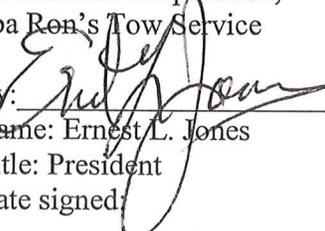


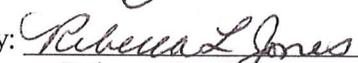
24. Retention of Records. If the maximum compensation payable under section 2 of this Agreement exceeds \$10,000, then, pursuant to California Government Code section 8546.7, the performance of any work under this Agreement is subject to the examination and audit of the State Auditor at the request of 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.

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

**CONTRACTOR:**

Joshua's Ironworks Inc.,  
a California Corporation,  
dba Ren's Tow Service

By:   
Name: Ernest L. Jones  
Title: President  
Date signed:

By:   
Name: Rebecca Lee Jones  
Title: Secretary  
Date signed:

**COUNTY:**

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

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

**ATTEST**

By: \_\_\_\_\_  
Name: Heidi Putnam  
Title: Clerk of the Board of Supervisors

Approved as to form:

  
Sara James 5/4/2021  
Deputy County Counsel II

EXHIBIT A

Scope of Work

1. **SUMMARY DESCRIPTION**

CONTRACTOR shall furnish COUNTY with all qualified labor, materials, facilities, equipment and transportation necessary to remove and abate vehicles, including automobiles, motorcycles, trucks, SUVs, boats, trailers, and recreational vehicles, and all parts/debris thereof from private property or public streets for which COUNTY provides CONTRACTOR with Tow Request as described herein.

2. **TOW PROCESS – ALL ABATEMENTS**

A. TOW REQUEST: CONTRACTOR shall dispatch towing equipment upon receipt of Tow Request. COUNTY representative will make Tow Requests by phone call to the CONTRACTOR at (530) 993-6020, which shall be answered by CONTRACTOR at all times between the hours of 8:00 a.m. and 5:00 p.m. Monday through Friday, excluding COUNTY-observed holidays. A COUNTY Code Enforcement representative will be present at the location and time of tow. Code Enforcement representative will provide a Tow and Storage Report for vehicles towed from the public right-of-way, or an Automobile Dismantler's Vehicle Removal Notification document for vehicles towed from private property to the tow truck driver at the location from where the vehicle is to be towed. The Tow and Storage Report or Automobile Dismantler's Vehicle Removal Notification document (blank copies of which are attached hereto as Attachments 1 and 2, respectively, and incorporated herein for reference purposes) shall identify the vehicle, vehicle identification number (if visible), license plate number (if present), and the location of the vehicle. The Tow and Storage Report or Automobile Dismantler's Vehicle Removal Notification shall include authorization for the CONTRACTOR to remove and tow the vehicle to CONTRACTOR's storage facility.

B. DOCUMENTATION: CONTRACTOR's tow truck drivers shall be given the Tow and Storage Report or Automobile Dismantler's Vehicle Removal Notification for driver to have in his/her possession in the field at time of abatement to serve as verification of legal authority to abate the vehicles being towed.

C. INSPECTION OF VEHICLE IDENTIFICATION NUMBERS AND LICENSE PLATES: Prior to hook-up/loading of vehicles to be abated, CONTRACTOR's tow drivers shall visually inspect, when possible and practicable, every vehicle to be abated to verify that the vehicle identification number (VIN) and license number on every vehicle, trailer or boat match the information documented on the Tow and Storage report or Automobile Dismantler's Vehicle Removal Notification from County Code Enforcement. If any variation or discrepancy exists, CONTRACTOR shall immediately notify COUNTY's Code Enforcement representative for direction.

D. TOWING: CONTRACTOR shall utilize tow truck drivers, tow truck classifications and equipment specifications and auxiliary equipment as hereinafter described. Hook-up/loading and towing/carrying of vehicles shall be accomplished in accordance with standards of practice for the industry and state laws and regulations, and in a manner to avoid spillage of any fluids or other materials from the towed vehicles.

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E. PREVENTION OF DAMAGE TO VEHICLES AND CONTENTS: All vehicles shall be handled by CONTRACTOR in such manner that the vehicles remain in substantially the same condition as they existed before being towed. All personal property and contents in the vehicles shall be kept intact. Any damage, which occurs to towed vehicles or contents while in possession of the CONTRACTOR, shall be solely CONTRACTOR'S responsibility.

F. PREVENTION OF DAMAGE TO ABATEMENT SITE: CONTRACTOR shall inspect and hook-up vehicles to tow in such manner that abatement sites remain in substantially the same condition as they existed before CONTRACTOR towed the vehicles. Any damage to existing curbs, gutters, sidewalks, utilities, guardrails, equipment of finished surfaces, landscaping, etc., resulting from the performance of this Agreement by CONTRACTOR shall be repaired to the satisfaction of COUNTY at CONTRACTOR'S expense.

G. DETERMINATION OF ESTIMATED VEHICLE VALUE FOR VEHICLES TOWED FROM PUBLIC RIGHT OF WAY:

(1) Within three (3) days after the towing of a vehicle hereunder, CONTRACTOR shall provide County Code Enforcement representative with a report of CONTRACTOR'S estimated value of the vehicle towed. Such report shall include the estimated value, identity of the estimator, location and description of vehicle, including Make, model, year, identification number, license number, state of registration, and (for motorcycles only) the engine number, and the statutory authority for the storage (which shall have been provided to CONTRACTOR on the Tow and Storage Report.

(2) If COUNTY Code Enforcement representative questions CONTRACTOR'S estimate of value, such as but not limited to, circumstances when Kelly Blue Book or other published estimators of vehicle values indicate a low book value higher than CONTRACTOR'S estimate and when year and/or exterior appearance are at odds with CONTRACTOR'S estimate, CONTRACTOR shall provide County Code Enforcement representative documentation of internal conditions such as transmission and engine damage and provide an estimate of costs to repair the vehicle to increase its value to that of Kelly Blue Book low value.

### 3. STORAGE FACILITY REQUIREMENTS

CONTRACTOR shall comply with the following storage facility requirements:

- A. POSTING OF NOTICE AS REQUIRED BY VEHILCE CODE SECTION 22850.3: CONTRACTOR shall conspicuously post at each of its storage facilities where vehicles towed under this Agreement may be stored, the following notice: "A vehicle placed in storage pursuant to State of California Vehicle Code Section 22850 may be release only on proof of current registration."
- B. 24-HOUR PUBLIC ACCESS TELEPHONE LINE: CONTRACTOR shall maintain at all times, a telephone line accessible by the public 24-hours per day, seven days per week, which CONTRACTOR shall answer during those hours to communicate with the public concerning possession and disposition of vehicles in CONTRACTOR'S possession.

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4. DISPOSITION OF VEHICLES

✓ P

A. VEHICLES TOWED FROM PRIVATE PROPERTY: All vehicles towed from private property pursuant to Automobile Dismantlers Vehicle Removal Notification must be destroyed pursuant to California Vehicle Code section 22661(f) and 22662.

B. VEHICLES TOWED FROM PUBLIC RIGHT OF WAY:

(1) Minimum 15-day Storage: CONTRACTOR shall store all vehicles towed under this Agreement for a minimum 15 days before making final disposition. CONTRACTOR shall store such vehicles in secure, enclosed buildings or fenced storage yards. During the 15-day storage, registered owners of the vehicles may claim them upon presentation of documentation as required by the California Vehicle Code and payment of CONTRACTOR'S tow and storage fees charges in accordance with the California Vehicle Code.

(2) Final Disposition: If vehicles are not claimed during the foregoing 15-day storage period, CONTRACTOR is authorized to make final disposition of the vehicles according to the following procedures:

(i) DMV Forms REG 462, JUNK: If, during the 15-day storage period, County Code Enforcement provides CONTRACTOR with completed Department of Motor Vehicles (DMV) Form REG 462 (a blank copy of which is attached hereto as Attachment 3 and incorporated herein by reference), for vehicles valued at \$500 or less, the vehicles described in the forms shall not be reconstructed or made operable and shall not be reregistered or resold for use on public streets – all such vehicles will be processed as junk. Such vehicles towed by CONTRACTOR under this Agreement shall be removed to a licensed scrap-yard or automobile dismantler's yard for processing as scrap, or for sale of parts or recycling of parts.

(ii) Other Final Disposition: If County Code Enforcement does not provide DMV Forms REG 462 during the 15-day storage period, CONTRACTOR shall make final disposition of such vehicles in a manner consistent with the requirements of California Vehicle Code Division 11, Chapters 9 and 10 (sections 22500-22856). Prior to initiating the steps required for final disposition, CONTRACTOR shall provide written notice to County Code Enforcement of the proposed disposition, and within the week immediately subsequent to final disposition, CONTRACTOR shall advise County Code Enforcement of the actual disposition accomplished via listing of the disposition in the weekly reports as provided, below.

(iii) Motorhomes and Travel Trailers: All Motorhomes and Travel Trailers not claimed by the registered owner as outlined above shall be destroyed within 45 days of the date towed. Verification of final disposition shall be provided to County Code Enforcement with submission of invoice(s) for disposal fees incurred, prior to payment.

(3) Disposal of Hazardous Materials: CONTRACTOR shall assure that all refrigerant, coolant, oils, fuels, lubricants and other hazardous materials are properly and safely drained from vehicles abated under this Agreement and that disposal or recycling of such material is conducted in accordance with all applicable laws.

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(4) Disposition of Personal Property in Vehicles: CONTRACTOR shall allow access to vehicles towed hereunder by the registered owners of such vehicles for such owners to retrieve personal property during normal business hours. CONTRACTOR shall require submittal of identification, which must match the DMV registration information, before access is allowed to the vehicle. Upon completion of the required storage period, if personal property in vehicles has not been retrieve by the registered owner, CONTRACTOR may dispose of any such property in accordance with applicable laws.

## 5. RECORDS, AUDITS AND REPORTS

A. In conjunction with Paragraph 24 of this Agreement, CONTRACTOR shall provide monthly summary reports to County Code Enforcement of vehicles towed and vehicles disposed of by CONTRACTOR in the preceding month. Such monthly reports shall include all of the information listed in subparagraph D below.

B. CONTRACTOR shall maintain records of vehicles abated under this Agreement for a period of four years. Such records shall be open to inspection immediately during regular business hours upon the request of COUNTY.

C. At minimum, CONTRACTOR 'S records shall include the following with the dates of each action:

- 1) Case Number Assigned by County's Code Enforcement.
- 2) Original or copy of the Tow and Storage Report or Automobile Dismantler's Vehicle Removal Notification.
- 3) Name or employee number of tow truck driver who performed the abatement.
- 4) Name, address and phone number of person, if available, whose vehicle was towed.
- 5) Vehicle identification number (VIN), license number, year, make and model of each vehicle abated.
- 6) Location from which the vehicle was towed, including notation whether towed from public roadway or from privately-owned property.
- 7) Location to which the vehicle was towed.
- 8) Final disposition of vehicle (redeemed by registered owner, dismantled, scrapped, etc.).

## 6. MOTOR CARRIER PERMIT

CONTRACTOR shall maintain an active State of California Department of Motor Vehicle Carrier Permit during the entirety of this Agreement. CONTRACTOR shall immediately notify COUNTY in writing of any changes in the permit.

## 7. TOW TRUCK DRIVER REQUIREMENTS

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A. Competency: CONTRACTOR shall ensure tow truck drivers performing services under this Agreement are qualified and competent employees. CONTRACTOR shall ensure the tow truck drivers are trained and proficient in the use of the tow truck and related equipment, including, but not limited to, the procedures necessary for the safe towing and recovery of the various types of vehicles to be abated under this Agreement. Tow truck drivers shall be at least 18 years old and shall possess the class driver license as required by the State of California Department of Motor Vehicles to perform tow truck activities hereunder.

B. Criminal Convictions as Prohibition from Performing Services:

1) County may prohibit Contractor or any of its drivers from performing services under this Agreement if Contractor or any of Contractor's drivers have been convicted of a crime involving dishonesty, fraud, deceit with intent to substantially benefit him or herself, or another, or substantially injure another, and the time for appeal of such conviction has elapsed, or when an order granting probation is made suspending the imposition of sentence, irrespective of the entry of a subsequent order under California Penal Code section 1203.4; and County concludes that by reason of the crime, Contractor or Contractor's drivers would perform the duties under this Agreement in a manner which would subject towed vehicle owners to risk of harm or criminal, deceitful or otherwise unethical practices.

2) Notwithstanding the foregoing, County shall not prohibit performance of services under this Agreement solely on the basis that Contractor or driver of Contractor has been convicted of a felony if the person obtained a certificate of rehabilitation under California Penal Code section 4852.01, et seq., or that the person has been convicted of a misdemeanor if the person has met all applicable requirements of the criteria of rehabilitation developed to evaluate the rehabilitation of the person.

i) DMV Employer Pull Notice Program: Contractor and all Contractor's tow truck drivers shall be enrolled in the State of California Department of Motor Vehicles Employer Pull Notice (EPN) Program. Contractor shall enroll new drivers in the EPN Program within 30 days of hire. Contractor shall sign, date and maintain Pull Notices on file and shall provide copies of Pull Notices to County within seven calendar days of County's written request thereof.

## 8. TOW TRUCK CLASSIFICATIONS AND EQUIPMENT SPECIFICATIONS

Contractor shall equip and maintain tow truck(s) utilized in performance of this Agreement in accordance with the provisions set forth in the California Vehicle Code and consistent with industry standards and practices. Contractor's tow trucks and equipment used in the performance of this Agreement shall comply with all specifications and include all the requirements listed on the State of California Department of California Highway Patrol Tow Truck Inspection Guide, CHP Form 234B (Rev. 3-15), a copy of which is attached hereto as Attachment 4 and incorporated herein by this reference. Tow trucks shall display Contractor's name, city and telephone number painted on or permanently affixed to the vehicle. Contractor shall maintain each truck with auxiliary equipment necessary to tow/abate various types of vehicles. The down straps, tow safety chains, and drag lights ("tow lights") shall be used on all tows performed under this Agreement. If Contractor does not have the equipment capability to legally or safely tow/abate a vehicle due to the type, size, weight, and/or condition of the vehicle, Contractor shall notify County Code Enforcement of such fact immediately.

\_\_\_\_ COUNTY INITIALS

- 11 - CONTRACTOR INITIALS 

**9. TOW TRUCKS – REQUIRED INSPECTIONS**

A. When responding to tow requests pursuant to this Agreement, Contractor shall use only tow vehicles that are currently included in Contractor’s Motor Carrier Permit and subject to inspection by the California Highway Patrol under the Biennial Inspection of Terminals (BIT) program.

B. County shall have the right to inspect and evaluate the suitability of any/all of the Contractor’s tow vehicles, equipment and facilities to be used in performance of this Agreement.

**10. PUBLICATION OF DOCUMENTS AND DATA**

Contractor shall not publish, or disclose to any third party, documents, data, or any confidential information relative to the work of the, County of Plumas, or City of Portola without the prior written consent of the County of Plumas, or City of Portola, however, submission or distribution to meet official regulatory requirements, or for other purposes authorized by this Agreement, shall not be construed as publication in derogation of the rights of either the County of Plumas, City of Portola or Contractor.

\_\_\_\_\_ COUNTY INITIALS

- 12 - CONTRACTOR INITIALS 

**EXHIBIT B**

**Fee Schedule**

Abated / Abandoned vehicle Tow.....	\$250.00 hour
(This includes passenger vehicles, cars and trucks and trucks with over-bed campers)	
Motorhomes, RV's, trailers, and boat tow.....	\$500.00 hour
Large farm equipment (requiring Class D truck) .....	\$750 hour
Vehicle Storage will be paid by the vehicle's registered owner per California Vehicle Code, at the towing/dismantling company's posted rate	
Individual Tires .....	\$3.00 each
Individual Tires mounted on rims/wheels.....	\$10.00 each
Miscellaneous scrap/recyclable material.....	NO CHARGE

- If vehicles are held over at the towing company's facility(other than the minimum 15 days required by California Vehicle Code, an additional towing fee will not be paid from the towing facility to the dismantling facility.

\_\_\_\_\_ COUNTY INITIALS

- 13 - CONTRACTOR INITIALS



**Certification of Election Results  
Hamilton Branch Fire Protection District  
Special Tax Election, May 4, 2021**

I, Marcy DeMartile, Plumas County Clerk-Recorder and Registrar of Voters, having completed the canvass of returns for the Hamilton Branch Fire Protection District Special Tax Election held on May 4, 2021 and recorded in the Election records, certify the results as follows:

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

**Hamilton Branch Fire Protection District  
Measure A  
Special Tax for Emergency Medical Services, Fire Protection and Prevention**

Yes 185

No 71

**As a result of receiving the required 2/3 vote, this measure did pass.**

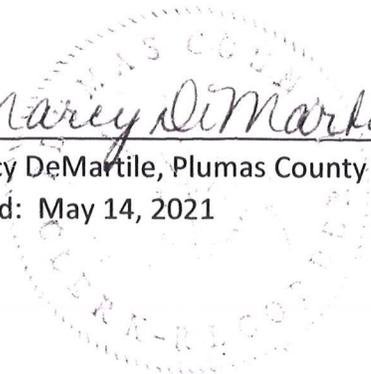
The Official Final Canvass of votes cast is attached hereto and make a part hereof. The total turnout of voters was 50.59%.



*Marcy DeMartile*

\_\_\_\_\_  
Marcy DeMartile, Plumas County Clerk Recorder/Registrar of Voters

Dated: May 14, 2021



PLUMAS COUNTY  
HAMILTON BRANCH FIRE PROTECTION DISTRICT  
MAY 4, 2021  
SPECIAL TAX ELECTION  
OFFICIAL FINAL

Precincts Reported: 1 of 1 (100.00%)

Voters Cast: 256 of 506 (50.59%)

**Measure A - Hamilton Branch Fire Protection District (Vote for 1)**

Precincts Reported: 1 of 1 (100.00%)

	Total	
Times Cast	256 / 506	50.59%
Candidate	Total	
YES	185	
NO	71	
Total Votes	256	



2FI

# Plumas County Environmental Health

270 County Hospital Rd., Ste 127, Quincy CA 95971

Phone 530-283-6355 ~ FAX 530-283-6241

**Date:** April 29, 2021  
**To:** Honorable Board of Supervisors  
**From:** Rob Robinette, Environmental Health   
**Agenda:** Consent Agenda Item for May 18, 2021

**Item Description/Recommendation:** Approve a Resolution authorizing annual submittal of the solid waste Local Enforcement Agency (LEA) Grant for FY 2021-22, and authorize the Director of Environmental Health to sign various assurances as the Board's designee.

**Background Information:** As the Board is aware, Environmental Health is the designated Local Enforcement Agency (LEA) for the county's solid waste program, providing solid waste facilities permit and inspection services. To help off-set costs for this state-mandated local enforcement program, the California Department of Resources, Recycling and Recovery (CalRecycle) provides grant funds to local jurisdictions. It is time to submit the Plumas County application for FY 2021-22 funding. It is anticipated that approximately \$17,000 will be available to Plumas County next fiscal year.

At this time, the Board is asked to approve a Resolution authorizing submittal of an application to CalRecycle for the Local Enforcement Agency Grant for FY 2021-22, and authorize the Environmental Health Director to sign various assurances as the Board's designee. A copy of the Resolution, approved form by County Counsel, is attached. If you have any questions, please contact me at 283-6355.

Thank you.

enclosure

Resolution Number \_\_\_\_\_

CALIFORNIA DEPARTMENT OF RESOURCES, RECYCLING AND RECOVERY  
LOCAL ENFORCEMENT AGENCY GRANT PROGRAM

**RESOLUTION AUTHORIZING  
LOCAL ENFORCEMENT AGENCY GRANT APPLICATION**

**WHEREAS**, Public Resources Code Sections 40000 et seq. authorizes the California Department of Resources, Recycling and Recovery (CalRecycle) to administer grant funds to support the Local Solid Waste Enforcement program; and

**WHEREAS**, Environmental Health is the state-certified Local Enforcement Agency for solid waste in Plumas County; and

**WHEREAS**, CalRecycle grant application procedures require, among other things, an applicant's governing body to declare by Resolution certain authorizations related to the administration of CalRecycle grants,

**NOW, THEREFORE, BE IT RESOLVED** that the Plumas County Board of Supervisors authorizes the submittal of an application to the California Department of Resources, Recycling and Recovery for a Local Enforcement Agency Grant for Fiscal Year 2021/2022. The Environmental Health Director is hereby authorized and empowered by the Plumas County Board of Supervisors to execute all necessary applications, contracts, agreements, and amendments for the purposes of securing grant funds and to implement and carry out this program provided, however, that any contract, agreement, or amendment requisitioning goods or services shall remain subject to the Plumas County Purchasing Policy.

**The forgoing resolution was duly passed and adopted by the Board of Supervisors of the County of Plumas, State of California at a regular meeting of the Board of Supervisors on \_\_\_\_\_, 2021 by the following vote:**

**Ayes:**

**Noes:**

**Absent:**

**Abstain:**

\_\_\_\_\_  
Chair, Board of Supervisors

**Attest:**

\_\_\_\_\_  
Clerk of the Board of Supervisors



April 2021

Department of Resources Recycling and Recovery

# **Exhibit B Procedures and Requirements Local Enforcement Agency Grant Program**

**Cycle 32 (EA32), Fiscal Year 2021–22**

Copies of these Procedures and Requirements must be shared with both the Finance Department and the staff responsible for implementing the grant activities.

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# Introduction

The Department of Resources Recycling and Recovery (CalRecycle) administers the Local Enforcement Agency Grant Program. These Procedures and Requirements describe project and reporting requirements, report due dates, report contents, grant payment conditions, eligible and ineligible project costs, project completion and closeout procedures, and records and audit requirements.

This document is attached to, and incorporated by reference, into the Grant Agreement.

## Milestones

**July 1, 2021: Grant Term and Grant Performance Period Begin**

**June 30, 2022: Grant Performance Period Ends**

**June 30, 2022–October 27, 2022: Report Preparation Period**

**October 27, 2022: Final Report and Final Payment Request Due**

## Grants Management System (GMS)

GMS is CalRecycle's web-based grant application and Grants Management System. Access to GMS is secure; grantees must log in using a WebPass. WebPass accounts are tied to a specific email address. If an email address changes, or if it becomes inactive, the grantee must create a new WebPass account to continue accessing GMS. Establish or manage a WebPass at [CalRecycle's WebPass page](https://secure.calrecycle.ca.gov/WebPass) (<https://secure.calrecycle.ca.gov/WebPass/>).

### Accessing the Grant

Grantees must [log in to GMS](https://secure.calrecycle.ca.gov/Grants) (<https://secure.calrecycle.ca.gov/Grants>) using their web pass. After logging in, locate the grant in the **My Awarded/Open Grants** table and select the **Grant Management** link. The **Grant Management Module** includes the following sections:

- **Summary tab:** Shows approved budget, paid and remaining amounts. (This section is available to the grantee in read-only mode.)
- **Payment Request tab:** Grantee requests reimbursement.
- **Reports tab:** Grantee uploads required reports.
- **Interest:** Shows earned interest on an advance payment.
- **Documents tab:** Grantee uploads all other grant documents that are not supporting documents to a payment request or a report. This section also provides access to documents that were uploaded within other sections of GMS.

Follow the instructions in GMS to work in the system. The following sections describe the reports, transactions, and supporting documents CalRecycle requires.

## Contact Updates

Access to the grant is limited to those listed in the **Contacts** tab of the **Application Module** with the "Allow Access" check box marked. A contact may be listed but not granted access by not checking the box. Please note, if a contact is granted access to a grant they will be able to edit contacts, submit payment requests, upload reports, and view all documents. Those with access may update contact information for all contact types except Signature Authority. Email the assigned Grant Manager regarding any changes to Signature Authority information.

# Prior to Commencing Work

Prior to commencing work under this grant, the grantee's Grant Manager or primary contact and authorized grant Signature Authority should review the Terms and Conditions (Exhibit A) and the Procedures and Requirements (Exhibit B) to identify key grant administrative requirements. Evaluation of the grantee's compliance with these requirements is a major focus of grant audits.

## Reliable Contractor Declaration

Prior to authorizing a contractor or subcontractor to commence work under this grant, the grantee shall submit to the Grant Manager a declaration from the contractor or subcontractor, signed under penalty of perjury, stating that within the preceding three (3) years, none of the events listed in section 17050 of Title 14 (<https://www.calrecycle.ca.gov/Laws/Regulations/Title14/>), California Code of Regulations, Natural Resources, Division 7, has occurred with respect to the contractor or subcontractor. The grantee must submit this form for each contractor and subcontractor working under the grant.

If a contractor or subcontractor is placed on the CalRecycle Unreliable Contractor List (<https://www.calrecycle.ca.gov/Funding/Unreliability/>) after award of this grant, the grantee may be required to terminate the contract. Obtain the Reliable Contractor Declaration form (CalRecycle 168) from CalRecycle's Grant Forms web page (<https://www.calrecycle.ca.gov/Funding/Forms/>).

The grantee must upload a scanned copy of each signed Reliable Contractor Declaration form in GMS. To upload the form:

1. Go to the **Reports** tab.
2. Click on **Reliable Contractor Declaration** under **Report Type**.
3. Click the **Add Document** button.
4. Select Reliable Contractor Declaration in the **Document Type** drop down box, enter a document title, click the **Browse** button to search and upload the document, and then **Save**.
5. Click on the **Submit Report** button.

For further instructions regarding GMS, including login directions, see the "Grants Management System" section (above).

# Grant Term, Grant Performance Period, and Report Preparation Period

The Grant Term begins on July 1, 2021 and ends on October 27, 2022. The grantee must make all grant-eligible program expenditures and incur all grant-eligible costs within this period. Expenditures made or costs incurred prior to July 1, 2021 or after the end date are not eligible for reimbursement. Most costs are further limited during the Report Preparation Period (below).

The Grant Performance Period begins on the date of the July 1, 2021 and ends on June 30, 2022.

The Report Preparation Period is from July 1, 2022 through October 27, 2022. **Costs incurred to prepare the Final Report and final Payment Request are the only costs that are eligible for reimbursement during the Report Preparation Period.**

The Final Report and final Payment Request are due on October 27, 2022.

## Eligible Costs

Grantees may incur eligible costs only during the Grant Term, which starts July 1, 2021 and ends on October 27, 2022. See "Grant Term, Grant Performance Period, and Report Preparation Period" for additional information. All grant expenditures must be for activities, products, and costs specifically included in the approved Work Plan and approved Budget. To be eligible for reimbursement, costs must be incurred after July 1, 2021 and before the end of the Grant Performance Period. All services must be provided and goods received during this period in order to be eligible costs. Invoices for goods and services must be paid by the grantee prior to the inclusion of those goods or services on a payment request.

Eligible costs are limited to the following:

- **Analysis/Evaluation/Testing/Demo** (expenses related to analysis and testing, equipment calibration, certification, demonstrations, site studies, and consultants).
- **Compliance/Inspection/Visit/Enforcement** (expenses related to legal counsel, inspection, enforcement, compliance, and consultants).
- **Education** (expenses related to providing education and outreach materials to local jurisdictions, businesses, and the public).
- **Equipment** (expenses related to the purchasing of tools, instruments, equipment, personal protection gear, tablets, and laptops as well as the maintenance of equipment essential for the inspection of solid waste facilities).
- **Personnel** (staff expenses related to conducting inspections such as salaries, benefits, physicals, and vaccinations).
- **Training** (expenses related to the training of LEA staff such as training materials, publications, periodicals, memberships, CalRecycle trainings, solid waste management conferences, and related costs).
- **Transportation** (expenses related to inspections such as maintenance of LEA vehicles, fuel expenses, and mileage).
- Expenses related to preparation of the Final Report and the Final Payment

Request during the Report Preparation Period identified in the Milestones table above.

Personnel expenditures must be computed on the actual time spent on grant-related activities. For calculating total personnel expenses for each employee, the expenditures must be documented by,

- The names and classification(s) of the employee(s)
- The hourly wage
- Fringe benefits rate
- The number of hours worked on grant-related activities

These records must be available upon request for audit purposes.

Travel and per diem reimbursement is limited to a maximum of the state rate as described in the [Travel Reimbursements section](http://www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx) (<http://www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx>) of the California Department of Human Resources.

## Ineligible Costs

Any cost not specifically related to the LEA Grant Program are ineligible for reimbursement. The grantee should contact the Grant Manager if clarification is needed.

Ineligible costs include, but are not limited to:

- Costs incurred prior to July 1, 2021 or after June 30, 2022, (except for costs incurred during the Report Preparation Period, July 1, 2022–October 27, 2022, to prepare the Final Report and reimbursement Payment Request).
- Any costs that are not consistent with local, state, and federal statutes, ordinances, or regulations.
- Any food or beverages (supplied as part of meetings, workshops, training, or events).
- Any personnel costs incurred as a result of time an employee assigned to the solid waste program does not actually work on the solid waste program (e.g. use of accrued vacation, sick leave, etc.).
- Any pre-paid expenditures for future goods or services delivered after the end of the Grant Performance Period. (Exemption: The Grant Manager may consider approving products purchased in full before the end of the Grant Performance Period but delivered after the Grant Performance Period if the delay is caused solely by the supplier and through no fault of the grantee. The grantee must request an exemption in writing and receive written approval from the Grant Manager.)
- Cleanup of illegal dumping.
- Costs currently covered or incurred under another CalRecycle loan, grant, grant cycle, or contract.
- Landfill operations.
- Out-of-state travel.
- Overhead and indirect costs.

- Overtime costs (except for local government staffing during specially scheduled evening or weekend events that have been pre-approved in writing by the Grant Manager when law or labor contracts require overtime compensation).
- Purchasing or leasing of vehicles.

The grant manager may disallow any costs deemed unreasonable or unrelated to the purpose of the grant.

## Modifications

The approved budget in GMS represents the proposed expenditure plan of the grantee at the time the grant is awarded. A budget change is the adjustment of grant funds between the main budget categories as listed in the GMS application.

Any proposed revision(s) to the Budget must be submitted in writing and authorized in writing by the Grant Manager. The approval document is to be retained by the grantee for audit purposes. See Audit Record/Access section of the Terms and Conditions (Exhibit A).

### Prior to Advance Reconciliation or Requesting Reimbursement

The grantee must notify the Grant Manager of all budget changes, regardless of dollar amount, no later than October 27, 2022. Budget changes must be provided using the Budget Modification Template and emailed to the Grant Manager. The Budget Modification Template is located in the Summary tab under Resources Documents in the Grant Management section of GMS.

## Acknowledgements

The grantee shall acknowledge CalRecycle's support each time a project funded, in whole or in part, by this Agreement is publicized in any medium, including news media, brochures, or other types of promotional materials. The acknowledgement of CalRecycle's support must incorporate the CalRecycle logo. Initials or abbreviations for CalRecycle shall not be used. The Grant Manager may approve deviation from this requirement on a case-by-case basis where such deviation is consistent with CalRecycle's Communication Strategy and Outreach Plan.

## Reporting Requirements

A Final Report is required by this Agreement; however, the Grant Manager may request a Progress Report at any time during the Grant Term. Failure to submit the Final Report with appropriate documentation by the due date may result in rejection of the Payment Request and/or forfeiture by the grantee of claims for costs incurred that might otherwise have been eligible for grant funding.

The Final Report must be uploaded in GMS.

For further instructions regarding GMS, including login directions, see the "Grants Management System" section (above).

To upload a report:

1. Go to the **Reports** tab.

2. Click on the appropriate Report Type.
3. Click on the **Add Document** button.
4. Choose the Document Type, enter a document title, click the **Browse** button to search and upload the document, and then **Save**.
  - Select the **Back** button to upload another document and continue the process until all required documents as listed below are uploaded.
  - The maximum allowable file size for each document is 35MB.
5. Click the **Submit Report** button to complete your report submittal. The **Submit Report** button will not be enabled until all required reporting documents are uploaded.

The reports must be current, include all required sections and documents, and must be approved by the Grant Manager before any Payment Request can be processed.

Failure to comply with the specified reporting requirements may be considered a breach of the Grant Agreement and may result in the termination of the Grant Agreement, rejection of the Payment Request, and/or forfeiture by the grantee of claims for costs incurred that might otherwise have been eligible for grant funding. The grantee must report any problems or delays immediately to the Grant Manager.

## Electronic and Original Signatures

CalRecycle now allows for certified e-Signature or original wet signature on documents or forms that certify legally binding information.

**Note:** The e-Signature must be the Adobe Digital ID or through another certified digital signature program, and cannot be the "Fill and Sign" function within Adobe. Any documents using the "Fill and Sign" method will be considered as incomplete and may be sent back to the grantee.

If you have questions, email [grantassistance@calrecycle.ca.gov](mailto:grantassistance@calrecycle.ca.gov).

## Final Report

The Final Report is due no later than **October 27, 2022**. This report should cover grant activities **from July 1, 2021 through June 30, 2022**. The Final Report must be signed by the Signature Authority indicated in GMS. If the signature authority has changed, contact the Grant Manager.

The grantee must include the following items in the Final Report:

1. The Grant Number, grantee's name, and Grant Term.
2. Budget categories of the approved budget in GMS.
3. Listing of actual costs under each Budget Category.
  - a. Adequate detail must be included so that the Grant Manager can ensure expenditure is compliant with the eligible cost requirements. (Personnel: provide staff classification, salary, number of hours, and hourly rate.)
  - b. See Final Report template for required information.

## Grant Payment Information

- Grantees may request an advance of 100 percent of the grant award. When the request is approved, the grantee will be advanced 90 percent and 10 percent will be withheld. The advance payment must be fully reconciled by the end of the Grant Term, and costs incurred may be reconciled only for those materials and services specified in the approved grant application.
  - a. **Please Note:** There is a new procedure for submitting your payment request for advances this cycle. Please refer to the Advance Payment section in the Guidelines and Instructions.
- Grantees may opt not to request an Advance. Payments to these grantees for eligible grant expenses are made on a reimbursement basis only, and only for those materials and services specified in the approved grant application.
- The grantee must submit the required Final Report prior to, or concurrent with, submission of the Grant Payment Request. No reimbursement is made prior to Grant Manager approval of the report. Grantees are not required to wait until the end of the Grant Term (October 27, 2022) to request reimbursement and submit a Final Report. A payment request and Final Report may be submitted at any time within the Grant Term. Grantees are encouraged to submit their payment request and Final Report when grantees have expended the grant budget.
- The grantee must submit a completed Grant Payment Request (Advance or Reimbursement), and provide supporting documentation when applicable, as described in the “Payment Request and Documentation” section for completed project(s) only.
- CalRecycle will make grant payments to only the grantee. It is the grantee’s responsibility to pay all contractors and subcontractors for purchased goods and services.
- CalRecycle will withhold and retain 10 percent of each approved Grant Payment Request amount until all conditions stipulated in the Agreement, including submission and Grant Manager approval of the Final Reports, have been satisfied.
- CalRecycle will make payments to the grantee as promptly as fiscal procedures permit. The grantee can typically expect payment approximately 45 days from the date the Grant Manager approves a Grant Payment Request.
- The grantee must provide a Reliable Contractor Declaration (CalRecycle 168) (<https://www.calrecycle.ca.gov/Funding/forms/>) signed under penalty of perjury by the grantee’s contractors and subcontractors in accordance with the “Reliable Contractor Declaration” section of the Terms and Conditions (Exhibit A). The declaration must be received and approved by the Grant Manager prior to commencement of work. See the “Reliable Contractor Declaration” section in Terms and Conditions (Exhibit A) for more information.

### Payment Request and Documentation

Failure to submit the final Payment Request with appropriate documentation by the due date may result in rejection of the Payment Request and/or forfeiture by the grantee of claims for costs incurred that might otherwise have been eligible for grant funding.

The grantee must submit payment requests in GMS. For further instructions regarding GMS, including login directions, see the “Grants Management System” section (above).

To submit a Grant Payment Request:

Procedures and Requirements

Local Enforcement Agency Grant Program (FY 2021-22)

1. Go to the **Payment Request** tab.
2. Click on the **Create a Payment Request** button.
  - a. Choose **Reimburse** for the **Transaction Type** and enter the amount spent in each budget subcategory.
  - b. When the transaction is complete, click the **Save** button.
  - c. After the transaction is saved, the **Upload Supporting Documents** button will appear in the lower right corner.
3. Click the **Upload Supporting Documents** button.
  - a. Choose the **Document Type**, enter a **document title**, click the **Browse** button to search and upload the document, and then **Save**.
  - b. Select the **Back** button to upload another document and continue this process until all required supporting documents as listed below are uploaded.
  - c. The maximum allowable file size for each document is 35MB.
4. Click the **Submit Transaction** button, located on the transaction page, to complete your payment request. The **Submit Transaction** button will not be enabled until all required supporting documents are uploaded.
  - a. **Note:** Once a transaction is saved, select the transaction number from the **Payment Request** tab to access it again. Please do not create multiple transactions for the same requested funds.

### Supporting Documentation

- **Grant Payment Request form (CalRecycle 87)**
  - A scanned copy with the signature of the signatory or his/her designee, as authorized by grantee's Resolution or Letter of Commitment, must be uploaded to GMS.
    - **Note:** A designee may sign on behalf of the grantee if **a)** authorized by the Resolution or Letter of Commitment, and **b)** a Letter of Designation has been provided to the Grant Manager.
- **Cost and Payment Documentation**
  - Grantee must show the total funds expended by expense category in the Final Report.
  - The Grant Manager may require additional cost and payment documentation as necessary to verify eligible costs.

The **Grant Payment Request form (CalRecycle 87)** is available on the [CalRecycle Grant Forms web page](https://www.calrecycle.ca.gov/Funding/Forms) (<https://www.calrecycle.ca.gov/Funding/Forms>).

### Interest

Grantees that request an advance payment must account for all interest accrued and received. All interest accrued and received from the grant funds shall be used only for eligible expenses related to the performance of this Agreement.

- Interest earned may not be spent until the full grant award has been expended.
- The earned interest **must** be reported in the **Interest** tab in GMS.
- To report interest earned:
  - 1) Go to the **Interest** tab and click on the **Create an Interest Record** button.
  - 2) Complete required fields by selecting "**Earned**" as the Interest Type, select the Budget Subcategory where the interest will be spent; enter the date, and the amount of interest earned in the Report Amount filed.
  - 3) Click the **Save** button.

Once interest is expended, create another Interest Record by following the same steps as above except choose **Reconcile** as the Interest Type.

All unused interest or unspent grant funds must be returned to CalRecycle by the end of the Grant Term. Contact the Grant Manager to initiate this process.

If no interest was accrued during the fiscal cycle, create an interest record to document that no interest was earned because grant funds were expended within 90 days. The grantee is highly encouraged to immediately reconcile their advance payment if it was fully expended within the 90 days, or at any time thereafter within the grant term.

To report that no interest was accrued:

- 1) Go to the **Interest** tab and click on the **Create an Interest Record** button.
- 2) Complete required field by selecting "**None Accrued**" as the Interest Type, enter the date, and enter the written explanation in the **Note** section.
- 3) Click the **Save** button

### **Audit Considerations**

The grantee agrees to maintain records and supporting documentation pertaining to the performance of this grant subject to possible audit for a minimum of three (3) years after final payment date or Grant Term end date, whichever is later. CalRecycle may stipulate a longer period of records retention in order to complete any action and/or resolution of all issues which may arise as a result of any litigation, dispute, or audit, whichever is later.

Examples of audit documentation include, but are not limited to, competitive bids, grant amendments if any relating to the Budget or Work Plan, copies of any agreements with contractors or subcontractors if utilized, expenditure ledger, payroll register entries, time sheets, personnel expenditure summary form, travel expense log, paid warrants, contracts and change orders, samples of items and materials developed with grant funds, invoices, and cancelled checks. Please refer to the Terms and Conditions (Exhibit A) for more information.

# Exhibit A

## Terms and Conditions

### Local Enforcement Agency Grant Program Fiscal Year 2021–22

The following terms used in this Grant Agreement (Agreement) have the meanings given to them below, unless the context clearly indicates otherwise:

- "CalRecycle" means the Department of Resources Recycling and Recovery.
- "Director" means the Director of CalRecycle or his or her designee.
- "Grant Agreement" and "Agreement" means all documents comprising the agreement between CalRecycle and the grantee for this grant.
- "Grant Manager" means CalRecycle staff person responsible for monitoring the grant.
- "Grantee" means the recipient of funds pursuant to this Agreement.
- "Program" means the Local Enforcement Agency Grant Program.
- "State" means the State of California, including, but not limited to, CalRecycle and/or its designated officer.

#### Air or Water Pollution Violation

The grantee shall not be:

- (a) In violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district.
- (b) Out of compliance with any final cease and desist order issued pursuant to Water Code Section 13301 for violation of waste discharge requirements or discharge prohibitions.
- (c) Finally determined to be in violation of provisions of federal law relating to air or water pollution.

#### Amendment

No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties, and approved as required. No oral understanding or agreement not incorporated into this Agreement is binding on any of the parties. This Agreement may be amended, modified or augmented by mutual consent of the parties, subject to the requirements and restrictions of this paragraph.

#### Americans with Disabilities Act

The grantee assures the state that it complies with the Americans with Disabilities Act of 1990 (ADA) (42 U.S.C. § 12101 et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.

## **Assignment, Successors, and Assigns**

- (a) This Agreement may not be assigned by the grantee, either in whole or in part, without CalRecycle's prior written consent.
- (b) The provisions of this Agreement shall be binding upon and inure to the benefit of CalRecycle, the grantee, and their respective successors and assigns.

## **Audit/Records Access**

The grantee agrees that CalRecycle, the Department of Finance, the Bureau of State Audits, or their designated representative(s) shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. The grantee agrees to maintain such records for possible audit for a minimum of three (3) years after final payment date or grant term end date, whichever is later, unless a longer period of records retention is stipulated, or until completion of any action and resolution of all issues which may arise as a result of any litigation, dispute, or audit, whichever is later. The grantee agrees to allow the designated representative(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, the grantee agrees to include a similar right of the State to audit records and interview staff in any contract or subcontract related to performance of this Agreement.

[It may be helpful to share the Terms and Conditions (Exhibit A) and Procedures and Requirements (Exhibit B) with your finance department, contractors and subcontractors. Examples of audit documentation include, but are not limited to: expenditure ledger, payroll register entries and time sheets, personnel expenditure summary form, travel expense log, paid warrants, contracts, change orders, invoices, and/or cancelled checks.]

## **Authorized Representative**

The grantee shall continuously maintain a representative vested with signature authority authorized to work with CalRecycle on all grant-related issues. The grantee shall, at all times, keep the Grant Manager informed as to the identity and contact information of the authorized representative.

## **Availability of Funds**

CalRecycle's obligations under this Agreement are contingent upon and subject to the availability of funds appropriated for this grant.

## **Bankruptcy/Declaration of Fiscal Emergency Notification**

If the grantee files for protection under Chapter 9 of the U.S. Bankruptcy Code (11 U.S.C. §901 et seq.) or declares a fiscal emergency at any time during the Grant Term, the grantee shall notify CalRecycle within 15 days of such filing or declaration, pursuant to the procedures set forth in the section entitled "Communications" herein.

## **Charter Cities**

If the grantee is a charter city, a joint powers authority that includes one or more charter cities, or the regional lead for a regional program containing one or more charter cities, the grantee shall not receive any grant funding if such funding is prohibited by Labor Code section 1782. If it is determined that Labor Code section 1782 prohibits funding for the grant project, this Agreement will be terminated and any disbursed grant funds shall be returned to CalRecycle.

## **Child Support Compliance Act**

For any agreement in excess of \$100,000, the grantee acknowledges that:

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

## **Communications**

All communications from the grantee to CalRecycle shall be directed to the Grant Manager. All notices, including reports and payment requests, required by this Agreement shall be given in writing by email, letter, or fax to the Grant Manager as identified in the Procedures and Requirements (Exhibit B). If an original document is required, prepaid mail or personal delivery to the Grant Manager is required following the email or fax.

## **Compliance**

The grantee shall comply fully with all applicable federal, state, and local laws, ordinances, regulations, and permits. The grantee shall provide evidence, upon request, that all local, state, and/or federal permits, licenses, registrations, and approvals have been secured for the purposes for which grant funds are to be expended. The grantee shall maintain compliance with such requirements throughout the Grant Term. The grantee shall ensure that the requirements of the California Environmental Quality Act are met for any approvals or other requirements necessary to carry out the terms of this Agreement. The grantee shall ensure that all of grantee's contractors and subcontractors have all local, state, and/or federal permits, licenses, registrations, certifications, and approvals required to perform the work for which they are hired. Any deviation from the requirements of this section shall result in non-payment of grant funds.

## **Conflict of Interest**

The grantee needs to be aware of the following provisions regarding current or former state employees. If the grantee has any questions on the status of any person

rendering services or involved with this Agreement, CalRecycle must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code, § 10410):

- (a) No officer or employee shall engage in any employment, activity, or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity, or enterprise is required as a condition of regular state employment.
- (b) No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code, § 10411):

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

If the grantee violates any provisions of above paragraphs, such action by the grantee shall render this Agreement void. (Pub. Contract Code, § 10420).

## **Contractors/Subcontractors**

The grantee will be entitled to make use of its own staff and such contractors and subcontractors as are mutually acceptable to the grantee and CalRecycle. Any change in contractors or subcontractors must be mutually acceptable to the parties. Immediately upon termination of any such contract or subcontract, the grantee shall notify the Grant Manager.

Nothing contained in this Agreement or otherwise, shall create any contractual relation between CalRecycle and any contractors or subcontractors of grantee, and no agreement with contractors or subcontractors shall relieve the grantee of its responsibilities and obligations hereunder. The grantee agrees to be as fully responsible to CalRecycle for the acts and omissions of its contractors and subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the grantee. The grantee's obligation to pay its contractors and subcontractors is an independent obligation from CalRecycle's obligation to make payments to the grantee. As a result, CalRecycle shall have no obligation to pay or to enforce the payment of any moneys to any contractor or subcontractor.

## **Copyrights**

Grantee retains title to any copyrights or copyrightable material produced pursuant to this Agreement. grantee hereby grants to CalRecycle a royalty-free, nonexclusive,

transferable, world-wide license to reproduce, translate, and distribute copies of any and all copyrightable materials produced pursuant this Agreement, for nonprofit, non-commercial purposes, and to have or permit others to do so on CalRecycle's behalf. Grantee is responsible for obtaining any necessary licenses, permissions, releases or authorizations to use text, images, or other materials owned, copyrighted, or trademarked by third parties and for extending such licenses, permissions, releases, or authorizations to CalRecycle pursuant to this section.

## **Corporation Qualified to do Business in California**

When work under this Agreement is to be performed in California by a corporation, the corporation shall be in good standing and currently qualified to do business in the State. "Doing business" is defined in Revenue and Taxation Code Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit.

## **Discharge of Grant Obligations**

The grantee's obligations under this Agreement shall be deemed discharged only upon acceptance of the final report by CalRecycle. If the grantee is a non-profit entity, the grantee's Board of Directors shall accept and certify as accurate the final report prior to its submission to CalRecycle.

## **Disclaimer of Warranty**

CalRecycle makes no warranties, express or implied, including without limitation, the implied warranties of merchantability and fitness for a particular purpose, regarding the materials, equipment, services or products purchased, used, obtained and/or produced with funds awarded under this Agreement, whether such materials, equipment, services or products are purchased, used, obtained and/or produced alone or in combination with other materials, equipment, services or products. No CalRecycle employees or agents have any right or authority to make any other representation, warranty or promise with respect to any materials, equipment, services or products, purchased, used, obtained, or produced with grant funds. In no event shall CalRecycle be liable for special, incidental or consequential damages arising from the use, sale or distribution of any materials, equipment, services or products purchased or produced with grant funds awarded under this Agreement.

## **Discretionary Termination**

The Director shall have the right to terminate this Agreement at his or her sole discretion at any time upon 30 days written notice to the grantee. Within 45 days of receipt of written notice, grantee is required to:

- (a) Submit a final written report describing all work performed by the grantee.
- (b) Submit an accounting of all grant funds expended up to and including the date of termination.
- (c) Reimburse CalRecycle for any unspent funds.

## **Disputes**

In the event of a dispute regarding performance under this Agreement or interpretation of requirements contained therein, the grantee may, in addition to any other remedies

that may be available, provide written notice of the particulars of such dispute to the Branch Chief of Financial Resources Management Branch, Department of Resources Recycling and Recovery, PO Box 4025, Sacramento, CA 95812-4025. Such written notice must contain the grant number.

Unless otherwise instructed by the Grant Manager, the grantee shall continue with its responsibilities under this Agreement during any dispute.

## **Drug-Free Workplace Certification**

The person signing this Agreement on behalf of the grantee certifies under penalty of perjury under the laws of California, that the grantee will comply with the requirements of the Drug-Free Workplace Act of 1990 (Gov. Code, § 8350 et seq.) and will provide a drug-free workplace by taking the following actions:

- (a) Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions that will be taken against employees for violations.
- (b) Establish a drug-free awareness program to inform employees about all of the following:
  - (1) The dangers of drug abuse in the workplace.
  - (2) The grantee's policy of maintaining a drug-free workplace.
  - (3) Any available counseling, rehabilitation, and employee assistance programs.
  - (4) Penalties that may be imposed upon employees for drug abuse violations.
- (c) Require that each employee who works on the grant:
  - (1) Receive a copy of the drug-free policy statement of the grantee.
  - (2) Agrees to abide by the terms of such statement as a condition of employment on the grant.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and grantee may be ineligible for award of any future State agreements if CalRecycle determines that the grantee has made a false certification, or violated the certification by failing to carry out the requirements as noted above.

## **Effectiveness of Agreement**

This Agreement is of no force or effect until signed by both parties.

## **Entire Agreement**

This Agreement supersedes all prior agreements, oral or written, made with respect to the subject hereof and, together with all attachments hereto, contains the entire agreement of the parties.

## **Environmental Justice**

In the performance of this Agreement, the grantee shall conduct its programs, policies, and activities that substantially affect human health or the environment in a manner that ensures the fair treatment of people of all races, cultures, and income levels, including minority populations and low-income populations of the state.

## **Failure to Perform as Required by this Agreement**

CalRecycle will benefit from the grantee's full compliance with the terms of this Agreement only by the grantee's:

- (a) Investigation and/or application of technologies, processes, and devices which support reduction, reuse, and/or recycling of wastes.
- (b) Cleanup of the environment.
- (c) Enforcement of solid waste statutes and regulations, as applicable.

Therefore, the grantee shall be in compliance with this Agreement only if the work it performs results in:

- (a) Application of information, a process, usable data or a product which can be used to aid in reduction, reuse, and/or recycling of waste.
- (b) The cleanup of the environment.
- (c) The enforcement of solid waste statutes and regulations, as applicable.

If the Grant Manager determines that the grantee has not complied with the Grant Agreement, the grantee may forfeit the right to reimbursement of any grant funds not already paid by CalRecycle, including, but not limited to, the 10 percent withhold.

## **Force Majeure**

Neither CalRecycle nor the grantee, its contractors, vendors, or subcontractors, if any, shall be responsible hereunder for any delay, default, or nonperformance of this Agreement, to the extent that such delay, default, or nonperformance is caused by an act of God, weather, accident, labor strike, fire, explosion, riot, war, rebellion, sabotage, flood, or other contingencies unforeseen by CalRecycle or the grantee, its contractors, vendors, or subcontractors, and beyond the reasonable control of such party.

## **Forfeit of Grant Funds/Repayment of Funds Improperly Expended**

If grant funds are not expended, or have not been expended, in accordance with this Agreement, or if real or personal property acquired with grant funds is not being used, or has not been used, for grant purposes in accordance with this Agreement, the Director, at his or her sole discretion, may take appropriate action under this Agreement, at law or in equity, including requiring the grantee to forfeit the unexpended portion of the grant funds, including, but not limited to, the 10 percent withhold, and/or to repay to CalRecycle any funds improperly expended.

## **Generally Accepted Accounting Principles**

The grantee is required to use Generally Accepted Accounting Principles in documenting all grant expenditures.

## **Grant Manager**

The Grant Manager's responsibilities include monitoring grant progress, and reviewing and approving Grant Payment Requests and other documents delivered to CalRecycle pursuant to this Agreement. The Grant Manager may monitor grantee performance to ensure that the grantee expends grant funds appropriately and in a manner consistent with the terms and conditions contained herein. The Grant Manager does not have the

authority to approve any deviation from or revision to the Terms and Conditions (Exhibit A) or the Procedures and Requirements (Exhibit B), unless such authority is expressly stated in the Procedures and Requirements (Exhibit B).

## **Grantee Accountability**

The grantee is ultimately responsible and accountable for the manner in which the grant funds are utilized and accounted for and the way the grant is administered, even if the grantee has contracted with another organization, public or private, to administer or operate its grant program. In the event an audit should determine that grant funds are owed to CalRecycle, the grantee is responsible for repayment of the funds to CalRecycle.

## **Grantee's Indemnification and Defense of the State**

The grantee agrees to indemnify, defend and save harmless the state and CalRecycle, and their officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the grantee as a result of the performance of this Agreement.

## **Grantee's Name Change**

A written amendment is required to change the grantee's name as listed on this Agreement. Upon receipt of legal documentation of the name change, CalRecycle will process the amendment. Payment of Payment Requests presented with a new name cannot be paid prior to approval of the amendment.

## **In Case of Emergency**

In the event of an emergency, or where there is an imminent threat to public health and safety or the environment, the grantee may choose, at its own risk, to incur grant-eligible expenses not previously included in the approved Budget, subject to subsequent approval by the Grant Manager of both the Budget change and the need to implement the Budget change on an emergency basis. The grantee shall notify the Grant Manager of the emergency and the Budget change at the earliest possible opportunity. CalRecycle reserves the right to accept or reject the grantee's determination that the circumstances constituted an emergency or a threat to public health and safety or the environment. If the Grant Manager determines that the circumstances did not constitute an emergency or a threat to public health or safety, the Budget change will be disallowed.

## **No Agency Relationship Created/Independent Capacity**

The grantee and the agents and employees of grantee, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of CalRecycle.

## **No Waiver of Rights**

CalRecycle shall not be deemed to have waived any rights under this Agreement unless such waiver is given in writing and signed by CalRecycle. No delay or omission on the part of CalRecycle in exercising any rights shall operate as a waiver of such right or any other right. A waiver by CalRecycle of a provision of this Agreement shall not prejudice or constitute a waiver of CalRecycle's right otherwise to demand strict compliance with that provision or any other provision of this Agreement. No prior waiver by CalRecycle, nor any course of dealing between CalRecycle and grantee, shall constitute a waiver of any of CalRecycle's rights or of any of grantee's obligations as to any future transactions. Whenever the consent of CalRecycle is required under this Agreement, the granting of such consent by CalRecycle in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of CalRecycle.

## **Non-Discrimination Clause**

- (a) During the performance of this Agreement, grantee and its contractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment on the bases enumerated in Government Code Section 12900 et seq.
- (b) The person signing this Agreement on behalf of the grantee certifies under penalty of perjury under the laws of California that the grantee has, unless exempted, complied with the nondiscrimination program requirements (Gov. Code, § 12990, subd. (a-f) and California Code of Regulations, Title 2, Section 8103). (Not applicable to public entities.)

## **Order of Precedence**

The performance of this grant shall be conducted in accordance with the Terms and Conditions (Exhibit A), Procedures and Requirements (Exhibit B), Project Summary/Statement of Use, Work Plan, and Budget of this Agreement, or other combination of Exhibits specified on the Grant Agreement Coversheet attached hereto (collectively referred to as "Terms"). Grantee's CalRecycle-approved Application (Grantee's Application) is hereby incorporated herein by this reference. In the event of conflict or inconsistency between the articles, exhibits, attachments, specifications or provisions that constitute this Agreement, the following order of precedence shall apply:

- (a) Grant Agreement Coversheet and any Amendments thereto
- (b) Terms and Conditions
- (c) Procedures and Requirements
- (d) Project Summary/Statement of Use
- (e) Budget
- (f) Work Plan
- (g) Grantee's Application
- (h) All other attachments hereto, including any that are incorporated by reference.

## **Ownership of Drawings, Plans and Specifications**

The grantee shall, at the request of CalRecycle or as specifically directed in the Procedures and Requirements (Exhibit B), provide CalRecycle with copies of any data,

drawings, design plans, specifications, photographs, negatives, audio and video productions, films, recordings, reports, findings, recommendations, and memoranda of every description or any part thereof, prepared under this Agreement. Grantee hereby grants to CalRecycle a royalty-free, nonexclusive, transferable, world-wide license to reproduce, translate, and distribute copies of any and all such materials produced pursuant to this Agreement, for nonprofit, non-commercial purposes, and to have or permit others to do so on CalRecycle's behalf.

## **Payment**

- (a) The approved Budget, if applicable, is attached hereto and incorporated herein by this reference and states the maximum amount of allowable costs for each of the tasks identified in the Work Plan, if applicable, which is attached hereto and incorporated herein by this reference. CalRecycle shall reimburse the grantee for only the work and tasks specified in the Work Plan or the Grantee's Application at only those costs specified in the Budget and incurred in the term of the Agreement.
- (b) The grantee shall carry out the work described in the Work Plan or in the Grantee's Application in accordance with the approved Budget, and shall obtain the Grant Manager's written approval of any changes or modifications to the Work Plan, approved project as described in the Grantee's Application or the approved Budget prior to performing the changed work or incurring the changed cost. If the grantee fails to obtain such prior written approval, the Director, at his or her sole discretion, may refuse to provide funds to pay for such work or costs.
- (c) The grantee shall request reimbursement in accordance with the procedures described in the Procedures and Requirements (Exhibit B).
- (d) Ten percent will be withheld from each Payment Request and paid at the end of the grant term, when all reports and conditions stipulated in this Agreement have been satisfactorily completed. Failure by the grantee to satisfactorily complete all reports and conditions stipulated in this Agreement may result in forfeiture of any such funds withheld pursuant to CalRecycle's 10 percent) retention policy.
- (e) Lodgings, Meals and Incidentals: Grantee's Per Diem eligible costs are limited to the amounts authorized in the California State Administrative Manual (contact the Grant Manager for more information).
- (f) Payment will be made only to the grantee.
- (g) Reimbursable expenses shall not be incurred unless and until the grantee receives a Notice to Proceed as described in the Procedures and Requirements (Exhibit B).

## **Personnel Costs**

If there are eligible costs pursuant to Exhibit B, Procedures and Requirements, any personnel expenditures to be reimbursed with grant funds must be computed based on actual time spent on grant-related activities and on the actual salary or equivalent hourly wage the employee is paid for his or her regular job duties, including a proportionate share of any benefits to which the employee is entitled, unless otherwise specified in the Procedures and Requirements (Exhibit B).

## **Real and Personal Property Acquired with Grant Funds**

- (a) All real and personal property, including equipment and supplies, acquired with grant funds shall be used by the grantee only for the purposes for which CalRecycle approved their acquisition for so long as such property is needed for such purposes, regardless of whether the grantee continues to receive grant funds from CalRecycle for such purposes. In no event shall the length of time during which such property, including equipment and supplies, acquired with grant funds, is used for the purpose for which CalRecycle approved its acquisition be less than five (5) years after the end of the grant term, during which time the property, including equipment and supplies, must remain in the State of California.
- (b) Subject to the obligations and conditions set forth in this section, title to all real and personal property acquired with grant funds, including all equipment and supplies, shall vest upon acquisition in the grantee. The grantee may be required to execute all documents required to provide CalRecycle with a security interest in any real or personal property, including equipment and supplies, and it shall be a condition of receiving this grant that CalRecycle shall be in first priority position with respect to the security interest on any such property acquired with the grant funds, unless pre-approved in writing by the Grant Manager that CalRecycle will accept a lower priority position with respect to the security interest on the property. Grantee shall inform any lender(s) from whom it is acquiring additional funding to complete the property purchase of this grant condition.
- (c) The grantee may not transfer Title to any real or personal property, including equipment and supplies, acquired with grant funds to any other entity without the express authorization of CalRecycle.
- (d) CalRecycle will not reimburse the grantee for the acquisition of equipment that was previously purchased with CalRecycle grant funds, unless the acquisition of such equipment with grant funds is pre-approved in writing by the Grant Manager. In the event of a question concerning the eligibility of equipment for grant funding, the burden will be on the grantee to establish the pedigree of the equipment.

## **Reasonable Costs**

A cost is reasonable if, in its nature or amount, it does not exceed that which would be incurred by a prudent person under the circumstances prevailing at the time the decision was made to incur the cost. Consideration will be given to:

- (a) Whether the cost is of a type generally recognized as ordinary and necessary for the performance of the grant.
- (b) The restraints or requirements imposed by such factors as generally accepted sound business practices, arms-length bargaining, federal and state laws and regulations, and the terms and conditions of this Agreement.
- (c) Whether the individuals concerned acted with prudence in the circumstances, considering their responsibilities to the organization, its members, employees, clients, and the public at large.
- (d) Significant deviations from the established practices of the organization which may unjustifiably increase the grant costs.

## **Recycled-Content Paper**

All documents submitted by the grantee must be printed double-sided on recycled-content paper containing 100 percent post-consumer fiber. Specific pages containing full color photographs or other ink-intensive graphics may be printed on photographic paper.

## **Reduction of Waste**

In the performance of this Agreement, grantee shall take all reasonable steps to ensure that materials purchased or utilized in the course of the project are not wasted. Steps should include, but not be limited to: the use of used, reusable, or recyclable products; discretion in the amount of materials used; alternatives to disposal of materials consumed; and the practice of other waste reduction measures where feasible and appropriate.

## **Reduction of Waste Tires**

Unless otherwise provided for in this Agreement, in the performance of this Agreement, for all purchases made with grant funds, including, but not limited to equipment and tire-derived feedstock, the grantee shall purchase and/or process only California waste tires and California waste tire-derived products. As a condition of final payment under this Agreement, the grantee must provide documentation substantiating the source of the tire materials used during the performance of this Agreement to the Grant Manager.

## **Reimbursement Limitations**

Under no circumstances shall the grantee seek reimbursement pursuant to this Agreement for a cost or activity that has been or will be paid for through another funding source. The grantee shall not seek reimbursement for any costs used to meet cost sharing or matching requirements of any other CalRecycle funded program.

All costs charged against the Agreement shall be net of all applicable credits. The term "applicable credits" refers to those receipts or reductions of expenditures that operate to offset or reduce expense items that are reimbursable under this Agreement. Applicable credits may include, but are not necessarily limited to, rebates or allowances, discounts, credits toward subsequent purchases, and refunds. Grantee shall, where possible, deduct the amount of the credit from the amount billed as reimbursement for the cost, or shall deduct the amount of the credit from the total billed under a future invoice.

## **Reliable Contractor Declaration**

Prior to authorizing any contractor or subcontractor to commence work under this Grant, the grantee shall submit to CalRecycle a Reliable Contractor Declaration (CalRecycle 168) from the contractor or subcontractor, signed under penalty of perjury, disclosing whether or any of the events listed in Section 17050 of Title 14, California Code of Regulations, Natural Resources (<https://www.calrecycle.ca.gov/laws/regulations/title14>), Division 7, has occurred with respect to the contractor or subcontractor within the preceding three (3) years. If a contractor is placed on CalRecycle's Unreliable List after award of this Grant, the grantee may be required to terminate that contract.

## **Remedies**

Unless otherwise expressly provided herein, the rights and remedies hereunder are in addition to, and not in limitation of, other rights and remedies under this Agreement, at law or in equity, and exercise of one right or remedy shall not be deemed a waiver of any other right or remedy.

## **Self-Dealing and Arm's Length Transactions**

All expenditures for which reimbursement pursuant to this Agreement is sought shall be the result of arm's-length transactions and not the result of, or motivated by, self-dealing on the part of the grantee or any employee or agent of the grantee. For purposes of this provision, "arm's-length transactions" are those in which both parties are on equal footing and fair market forces are at play, such as when multiple vendors are invited to compete for an entity's business and the entity chooses the lowest of the resulting bids. "Self-dealing" is involved where an individual or entity is obligated to act as a trustee or fiduciary, as when handling public funds, and chooses to act in a manner that will benefit the individual or entity, directly or indirectly, to the detriment of, and in conflict with, the public purpose for which all grant monies are to be expended.

## **Severability**

If any provisions of this Agreement are found to be unlawful or unenforceable, such provisions will be voided and severed from this Agreement without affecting any other provision of this Agreement. To the full extent, however, that the provisions of such applicable law may be waived, they are hereby waived to the end that this Agreement be deemed to be a valid and binding agreement enforceable in accordance with its terms.

## **Site Access**

The grantee shall allow the state to access sites at which grant funds are expended and related work being performed at any time during the performance of the work and for ninety (90) days after completion of the work, or until all issues related to the grant project have been resolved.

## **Stop Work Notice**

Immediately upon receipt of a written notice from the Grant Manager to stop work, the grantee shall cease all work under this Agreement.

## **Termination for Cause**

CalRecycle may terminate this Agreement and be relieved of any payments should the grantee fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination, CalRecycle may proceed with the work in any manner deemed proper by CalRecycle. All costs to CalRecycle shall be deducted from any sum due the grantee under this Agreement. Termination pursuant to this section may result in forfeiture by the grantee of any funds retained pursuant to CalRecycle's 10 percent retention policy.

## **Time is of the Essence**

Time is of the essence to this Agreement.

## **Tolling of Statute of Limitations**

The statute of limitations for bringing any action, administrative or civil, to enforce the terms of this Agreement or to recover any amounts determined to be owing to CalRecycle as the result of any audit of the grant covered by this Agreement shall be tolled during the period of any audit resolution, including any appeals by the grantee to the Director.

## **Union Organizing**

By signing this Agreement, the grantee hereby acknowledges the applicability of Government Code Sections 16645, 16645.2, 16645.8, 16646, 16647, and 16648 to this Agreement and hereby certifies that:

- (a) No grant funds disbursed by this grant will be used to assist, promote, or deter union organizing by employees performing work under this Agreement.
- (B) If the grantee makes expenditures to assist, promote, or deter union organizing, the grantee will maintain records sufficient to show that no state funds were used for those expenditures, and that grantee shall provide those records to the Attorney General upon request.

## **Venue/Choice of Law**

- (a) All proceedings concerning the validity and operation of this Agreement and the performance of the obligations imposed upon the parties hereunder shall be held in Sacramento County, California. The parties hereby waive any right to any other venue. The place where the Agreement is entered into and place where the obligation is incurred is Sacramento County, California.
- (b) The laws of the State of California shall govern all proceedings concerning the validity and operation of this Agreement and the performance of the obligations imposed upon the parties hereunder.

## **Waiver of Claims and Recourse against the State**

The grantee agrees to waive all claims and recourse against the state, its officials, officers, agents, employees, and servants, including, but not limited to, the right to contribution for loss or damage to persons or property arising out of, resulting from, or in any way connected with or incident to this Agreement. This waiver extends to any loss incurred attributable to any activity undertaken or omitted pursuant to this Agreement or any product, structure, or condition created pursuant to, or as a result of, this Agreement.

## **Work Products**

Grantee shall provide CalRecycle with copies of all final products identified in the Work Plan. Grantee shall also provide CalRecycle with copies of all public education and advertising material produced pursuant to this Agreement.

## **Workers' Compensation/Labor Code**

The grantee is aware of Labor Code Section 3700, which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the Labor Code, and the grantee agrees to comply with such provisions before commencing the performance of the work of this Agreement.



2F2

# Plumas County Environmental Health

270 County Hospital Road, Ste. 127, Quincy CA 95971

Phone: (530) 283-6355 ~ Fax: (530) 283-6241

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## INTEROFFICE MEMORANDUM

**TO:** Honorable Board of Supervisors

**FROM:** Rob Robinette, Interim Director 

**SUBJECT:** Authorize Environmental Health Field Staff to Work a 4-10 Work Schedule.

### Summary of Requested Action:

Environmental Health requests authorization to allow Environmental Health Specialists and/or Hazardous Materials Specialists, and/or Technicians to work four 10-hour days at the discretion of the Director of Environmental Health, within the requirements of the Memorandum of Understanding for General Unit employees.

### Background:

The Environmental Health Specialists, Hazardous Materials Specialists, and Technicians provide field inspection and reporting support for the Environmental Health Department. As staff retention has proven difficult, providing field staff with the opportunity to elect working a compressed work schedule is a no-cost way possibly limit staff loss. The added time either at the beginning or at the end of the shift will allow staff with time that has limited interruptions to concentrate on report writing and research.

The Memorandum of Understanding with the General Unit provides:

#### 3.09 FOUR-DAY WORKWEEK

Upon Board authorization, and with the agreement of affected employees, a department head may schedule an employee's workweek into four ten-hour days. The department shall provide ten (10) days notice before beginning a "four ten" workweek schedule, unless the employee agrees to a shorter notice period. For this purpose "workday" is defined as ten (10) hours instead of eight (8) hours; merit advancement shall be applicable so that eligibility for salary step increases is determined on a calendar day basis. If a department head determines that a return to the standard workweek would serve departmental and/or county needs, the alternate "four-ten" work week shall be terminated with no less than ten (10) working days notice.

### Proposed Action:

It is respectfully recommended that the Board authorize Environmental Health to allow Environmental Health Specialists, Hazardous Materials Specialists, and Technicians the opportunity to work four 10-hour days per week at the discretion of the Environmental Health Director, and that the Environmental Health has the authority to return to a standard work-week schedule as provided by the MOU.

If you have any questions, please do not hesitate to contact me.



Kevin Correira  
Director

# County of Plumas

## Facility Services

198 Andy's Way  
Quincy CA 95971



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

DATE: June 1, 2021

TO: Honorable Board of Supervisors

FROM: Kevin Correira – Facility Services Director

SUBJECT: Request to approve and authorize Board Chair to sign agreement between Facility Services & Airports and DBT Transportation Services, LLC for AWOS maintenance, inspection, and repair.

---

### **Recommendation**

Approve and authorize Board Chair to sign agreement between Facility Services & Airports and DBT Transportation Services, LLC for AWOS maintenance, inspection, and repair.

### **Background and Discussion**

Plumas County has 3 Automated Weather Observing Systems (AWOS); 1 at each of its airports. The Federal Aviation Administration (FAA) requires AWOS be inspected quarterly to ensure proper operation and functionality. DBT Transportation Services, LLC has been providing this service to the county since the AWOS were installed. This contract also provides for any repairs that may be required as well as allowing for upgrades in this technology.

Contract not to exceed \$21,200.00.

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

## Services Agreement

This Agreement is made by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its **Dept. of Facility Services & Airports**, and **DBT Transportation Services, LLC**, a limited liability company (hereinafter referred to as "Contractor").

The parties agree as follows:

1. Scope of Work. Contractor shall provide the County with services as set forth in Exhibit A, attached hereto.
2. Compensation. County shall pay Contractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed **Twenty One Thousand Two Hundred dollars and 00/100** (\$21,200).
3. Term. The term of this agreement shall be from **July 1, 2021** through **June 30, 2022**, unless terminated earlier as provided herein.
4. Termination. Either party may terminate this agreement by giving thirty (30) days written notice to the other party.
5. Non-Appropriation of Funds. It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, the County shall have no liability to pay any further funds whatsoever to Contractor or furnish any other consideration under this Agreement and Contractor shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either cancel this Agreement with no further liability incurring to the County, or offer an amendment to Contractor to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution. Contractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.
6. Warranty and Legal Compliance. The services provided under this Agreement are non-exclusive and shall be completed promptly and competently. Contractor shall guarantee all parts and labor for a period of one year following the expiration of the term of this Agreement unless otherwise specified in Exhibit A. Contractor agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.
7. Amendment. This Agreement may be amended at any time by mutual agreement of the parties, expressed in writing and duly executed by both parties. No alteration of the

\_\_\_\_\_ COUNTY INITIALS

CONTRACTOR INITIALS \_\_\_\_\_

- 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

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

County:

Facility Services & Airports  
 County of Plumas  
 198 Andy's Way  
 Quincy CA 95971  
 Attention: Kevin Correira, Director

Contractor:

DBT Transportation Services LLC  
 2655 Crescent Drive, Ste. A1  
 Lafayette CO 80026  
 Attention: Contracts Manager

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

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

**CONTRACTOR:**

DBT Transportation Services LLC, a limited liability company

By: \_\_\_\_\_  
Name: Nancy Jo Thomsen  
Title: Managing Member  
Date signed:

**COUNTY:**

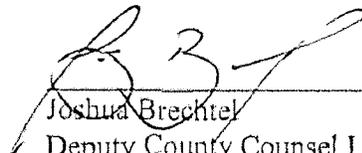
County of Plumas, a political subdivision of the State of California

By: \_\_\_\_\_  
Name: Jeff Engel  
Title: Board Chair  
Date signed:

**ATTEST:**

By: \_\_\_\_\_  
Name: Heidi Putnam  
Title: Clerk of the Board  
Date signed:

Approved as to form:

  
\_\_\_\_\_  
Joshua Brechtel  
Deputy County Counsel I

5/12/2021

**EXHIBIT B**

**Fee Schedule**

**Inspections and Maintenance**

- \$5,400.00 per airport annually and invoiced at \$1,350.00 quarterly

**Repairs and Upgrades**

- Unplanned Outage Fee: \$1,500.00/day
- Facility Visit Fee: \$1,500/day
- Holiday Fee: \$500.00
- Cancellation/Delay Fee: \$500.00/day



Customer Site visits. Customer agrees to pay the "Facility Visit Fee" to DBT for such Customer Site visits. The "Facility Visit Fee" is billed in half-day increments, portal to portal, plus travel costs and expenses.

2.7 In accordance with the Order and Pricing Schedule, and in DBT's sole opinion, if cancellations or excessive delays, in the provisions of Services occur as a result of Customer's fault, actions or causes, Customer shall pay DBT the "Cancellation/Delay Fee". The "Cancellation/Delay Fee" is billed in half-day increments, portal to portal, plus travel costs and expenses.

**3. TERM:**

3.1 The Term of the Agreement is in accordance with the Order and Pricing Schedule, shall be as recited in the Order and Pricing Schedule unless earlier terminated pursuant to this Attachment 1.

3.2 The parties may extend, upon mutual written agreement, the Term of the Agreement.

**4. TERMINATION/OBLIGATIONS UPON TERMINATION:**

4.1 This Agreement may be terminated by DBT, without cause and at any time, upon ninety (90) days written notice. The period of termination shall start from the date of the notice to Customer. Customer shall not be obligated to pay for any Services rendered after the date of termination, except that Customer shall be responsible for non-cancellable expense or commitment amounts that occur before the termination date and that such amounts shall remain due, owing and payable after the date of termination. The parties acknowledge that any amounts paid to DBT shall be non-refundable.

4.2 In the event of a material breach by Customer, DBT shall notify, in writing, Customer of such material breach. Customer shall be permitted thirty (30) days from the date of receipt of such notice to cure such breach to DBT's satisfaction. In the event the breach is cured to DBT's satisfaction, the Agreement shall not terminate. However, if the breach is not so cured, DBT may elect to promptly terminate the Agreement following the lapse of such thirty (30) days from the receipt of such notice. In the event of termination of the Agreement due to a material breach by Customer, other than of the type specified in Section 7.1 herein, the obligations under Section 4.3 shall be applicable.

4.3 In the event of termination of the Agreement either as provided herein or upon expiration of the Agreement, each party shall promptly return all Confidential Information (as subsequently defined) of the other party and DBT shall submit a final invoice, as recited above, for Services rendered up to the date of termination and for all non-cancellable expense or commitment amounts that occur before the termination date, which amounts remain due, owing and payable. Customer shall promptly pay such invoiced amount net ten (10) days from the invoice date.

**5. WARRANTIES:**

5.1 DBT warrants and represents that all Services provided by DBT shall be performed by qualified field technicians and by other personnel, who have all certifications and licenses required by the FAA. Further, DBT warrants and represents that all Services provided hereunder shall be of a professional quality consistent with general industry standards and shall be performed in accordance with the requirements of the SOW and as specified under the Agreement.

5.2 DBT represents and warrants that it is an independent contractor that makes its services available to the general public, has its own place of business and maintains its own sets of books and records, which reflect its own income and expenses. Further, DBT shall operate as an independent contractor and shall not represent itself as an agent, partner or joint venturer of Customer. DBT shall not obligate Customer in any manner, nor cause Customer to be liable under any contract or under any other type of commitment. Alternately, Customer shall not obligate DBT in any manner, nor cause DBT to be liable under any contract or under any other type of commitment.

5.3 THIS IS A SERVICE AGREEMENT. TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW, DBT MAKES NO WARRANTIES AND EXPLICITLY DISCLAIMS ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR RELIABILITY OR ACCURACY OF ANY GENERATED DATA OR INFORMATION FROM THE EQUIPMENT. THE EXPRESS WARRANTIES PROVIDED IN SECTIONS 5.1 AND 5.2 ARE EXCLUSIVE, AND DBT MAKES NO OTHER WARRANTIES, EXPRESS, STATUTORY



6.6 During the term of the Agreement and for a period of at least one (1) year after completion of DBT's obligations pursuant hereunder, DBT will maintain the following levels of insurance coverage with a reputable and financially sound insurance carrier: (a) workers' compensation insurance as required by applicable law; (b) employer's liability insurance with limits not less than US \$1 MILLION; (c) Commercial General Liability, including Products and completed Operations and Contractual Liability, with a minimum combined single limit of US \$2 MILLION per occurrence; (d) Excess Liability Insurance with limits not less than US \$5 MILLION; and (e) Aviation Liability Insurance of US \$10 MILLION per occurrence. DBT shall, at its own expense, maintain with a reputable insurer (and provide written certificate(s) of insurance to Customer if and when requested) for a period of one (1) year after the fulfillment of the SOW under the Agreement. IN CONNECTION WITH ANY INDEMNITY BY DBT HEREUNDER, DBT'S ENTIRE LIABILITY SHALL BE LIMITED ONLY UP TO THE AMOUNTS OF INSURANCE COVERAGE REQUIRED IN CONNECTION WITH THE CLAIM MADE; AND THEREFORE, IN NO EVENT SHALL DBT BE LIABLE FOR ANY AMOUNTS BEYOND THE LIMITATIONS OF INSURANCE COVERAGE RECITED HEREIN FOR ANY CLAIMS MADE UNDER DBT'S INDEMNIFICATION OF CUSTOMER UNDER SECTION 6.5.

## **7. FORCE MAJEURE**

7.1 Neither party shall be deemed to have breached the Agreement by reason of delay or failure in performance resulting from causes beyond the control, and without the fault or negligence, of the party. Such causes include, but may not be limited to, an act of God, an act of war or public enemy, riot, epidemic, fire, flood, quarantine, embargo, epidemic, unusually severe weather or other disaster, or compliance with laws, governmental acts or regulations, in any case, not in effect as of the date of the Agreement, or other causes similar to the foregoing beyond the reasonable control of the party so affected. The party seeking to avail itself of any of the foregoing excuses must promptly notify the other party of the reasons for the failure or delay in connection with the performance hereunder and shall exert its best efforts to avoid further failure or delay. However, the Agreement shall terminate, as provided under Section 4, if such delay or failure persists for one-hundred twenty (120) consecutive days and there is no foreseeable remedy or cure available.

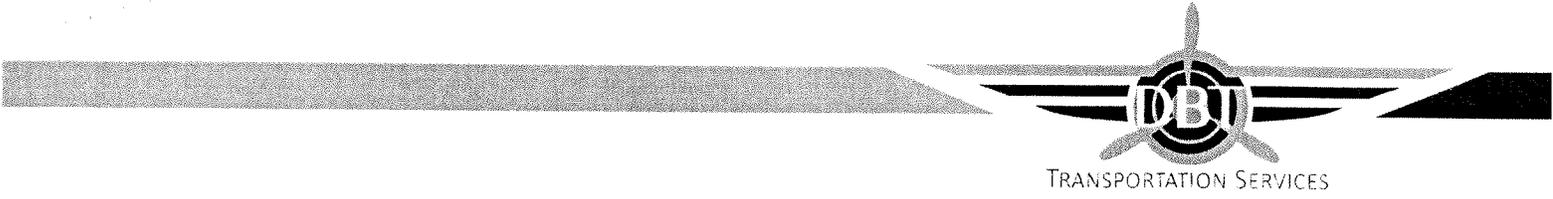
## **8. ASSIGNMENT**

8.1 Customer shall not be permitted to assign, in whole or in part, the Agreement or any rights or obligations hereunder except with the written authorization of DBT, which authorization shall not be unreasonably withheld. In the event of any permitted assignment or transfer of the Agreement or the obligations under the Agreement, the parties agree that such obligations shall be binding upon the assigning or transferring party's executors, administrators and legal representatives, and the rights of assignor or transferor shall inure to the benefit of assignee or transferee. Any attempted transfer, assignment, sale or conveyance, or delegation in violation of this Section 8 shall be null and void.

## **9. CONFIDENTIAL AND/OR PROPRIETARY INFORMATION**

9.1 During the Term of the Agreement, each party may be exposed either in writing, orally or through observation to the other party's confidential and/or proprietary information ("Information"). Information includes, but is not limited to, product specifications, drawings, design plans, product blueprints, ideas, inventions, methods, processes, chemical formulations, chemical compounds, mechanical/electrical specifications, current and future product plans, system architectures, product strategies, software (object, source or microcode), scientific or technical data, prototypes, demonstration packages, documents, marketing strategy, customer lists, equipment, personnel information, business strategies, financial information, instruction manuals, the Agreement and any other business and/or technical information related to the atmospheric and weather technology fields, or any Information marked with a disclosing party's confidential or similar type legend. If the Information is orally or visually disclosed, then such Information shall be reduced to a summary writing by the disclosing party within thirty (30) days of such disclosure, marked as "confidential" and delivered to the receiving party.

9.2 The receiving party shall use the Information only for the purposes of the Agreement and for no other purpose whatsoever. The receiving party shall not disclose, disseminate or distribute the Information to any third party. However, DBT shall be permitted to disclose Information to agents, employees, subcontractors and consultants, who have a definable need to know, and who are under written obligations commensurate with the terms and conditions recited herein. The receiving party shall protect the Information by using the same degree of care, but no less than a reasonable degree of care, it would to protect its own information of a like nature. Information shall remain confidential for a period of two (2) years following termination of the Agreement; except that any Information which is designated as a trade secret shall remain confidential until one of the events recited in Section 9.3 occurs.



TRANSPORTATION SERVICES

24



204 Fairgrounds Road, Quincy, CA 95971 530-283-6272 Fax: 530-283-6431  
[johnsteffanic@countyofplumas.com](mailto:johnsteffanic@countyofplumas.com) [www.plumas-sierracountyfair.net](http://www.plumas-sierracountyfair.net)

## MEMORANDUM

DATE: May 11, 2021  
 TO: The Honorable Board of Supervisors  
 FROM: John Steffanic, Fair & Event Center Manager  
 SUBJECT: Approval of purchases in excess of \$10,000

**It is recommended that the Board:**

- Approve the bid and purchase of the following item:
- a. Rheem Commercial Heating & Air Unit                      \$16,484.00  
     Heat Transfer Systems

**Background and discussion:**

The current unit in the Tulsa Scott Pavilion failed in late winter as the Health Department began conducting vaccination clinics in that building. That department has agreed to pay for the unit and installation using COVID funds.

Thank you for your consideration,

John Steffanic  
 Fair & Event Center Manager

Prepared for Plumas county fairgrounds  
Prepared by Jason Blust, Heat Transfer Systems  
Address 64 Bresciani lane Quincy ca 95971  
Phone 5302833665 Website [jtblust49er@gmail.com](mailto:jtblust49er@gmail.com)  
Quote number 679 Date March 25, 2021 Valid until June 23, 2021 at 4:57PM  
[Download PDF](#)

## Replace furnace

### Rheem commercial package unit

16,484.00

Remove unit from mezzanine  
Remove platform  
Install new platform and rework ducting  
start up and test

\*\*\*This quote requires the use off the county forklift\*\*\*

Subtotal	16,484.00
<b>Total including tax</b>	<b>\$16,484.00</b>

[Ask a Question](#)

### Replace furnace

Total including tax \$16,484.00

Additional comments

Optional

Your order/reference number

Optional

Yes, I Plumas county fairgrounds agree to and accept this quote, on March 26, 2021 at 11:42AM.

[Accept Quote](#)

[Decline](#)

21

**PLUMAS EARLY EDUCATION AND CHILD CARE COUNCIL**  
**50 Church St. Quincy, CA 95971– 530.283.6500 X 5335**

TO: Honorable Plumas County Board of Supervisors  
FROM: Rachael Brothers, Council Coordinator  
DATE: May 18, 2021  
RE: Approval of Zip Code Priorities for CDE/CDSS child care funding

**Background and Discussion**

Education Code, Sections 8499.3 and 8499.4 requires that the Local Child Care Planning Council (LPC), locally known as the Plumas Early Education and Child Care Council, identify local funding priority areas for child care services for General Child Care and Development Programs and the State Preschool Program for new state and federal funds. As joint authorities the Plumas County Board of Supervisors and the Plumas County Superintendent of Schools need to approve the local priorities identified by the LPC.

Attached is a spreadsheet outlining recommended priority areas for funding by both zip code and age groups. These priorities remained the same for the past 5 years but the Council has voted to recommend a change for 21/22.

The changes recommended for the zip code priorities are as follows:  
For preschool slots Quincy was kept at Priority 1 and Greenville and Chester kept at 2. Portola was changed from Priority 2 to Priority 1 and Graeagle dropped from Priority 1 to Priority 3. Also for I/T and S/A slots Graeagle was dropped to Priority 3. The thought was any families in Graeagle would access services in Portola as is common with school services. (Priority 1 is the highest priority and Priority 3 is the lowest priority).

**Recommendation**

Approval of zip code priorities identified and recommended by the Plumas Early Education and Child Care Council for the 2021/22 fiscal year.

The Certification Statement has been signed by the Council Chair and the Superintendent of Schools, Terry Oestreich and is attached to this memo. Please sign where indicated and return the form to me at your earliest convenience. Thank you for your time and attention to this matter.

Sincerely,



Rachael Brothers

# Zip Code Priorities for CA State Preschool (CSPP) Full and Part-Day

LPC Contact: Rachael Brothers

Phone: (530)283-6500

Email: [rbrothers@pcoe.k12.ca.us](mailto:rbrothers@pcoe.k12.ca.us)

County: Plumas

County Code	Zip Code	Priority (1,2 or 3)
32	95947	2
32	95971	1
32	96020	2
32	96122	1

# Zip Code Priorities for Infant Toddler Full-Day Care (CCTR)

LPC Contact: Rachael Brothers  
Phone: (530)283-6500  
Email: [rbrothers@pcoe.k12.ca](mailto:rbrothers@pcoe.k12.ca)

County: Plumas

County Code	Zip Code	Priority (1,2 or 3)
32	95947	1
32	95971	1
32	96020	1
32	96122	1

# Zip Code Priorities for School-Aged Care (CCTR)

LPC Contact: Rachael Brothers  
Phone: (530)283-6500  
Email: [rbrothers@pcoe.k12.ca](mailto:rbrothers@pcoe.k12.ca)

County: Plumas

County Code	Zip Code	Priority (1,2 or 3)
32	95947	1
32	95971	1
32	96020	1
32	96122	1

## Local Planning Council (LPC) County Priorities Report Form

**Due Date: May 30 of contract year**

Please complete all information as requested below.

County Name:

LPC Coordinator Name and Telephone Number:

32 Plumas	▼	Rachael Brothers 530-283-6500
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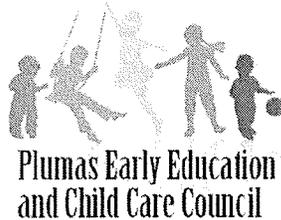
The LPC hereby certifies that the priorities as indicated below have been prepared and reviewed in accordance with California *Education Code (EC)* Section 8499.5 (a) through (d) and *EC* Section 8279.3 requirements. Please check off all boxes that apply.

- The priorities submitted to EESD are still valid, no change is needed, and all three spreadsheet(s) are attached for CCTR-Infant Toddler, CCTR School- Aged, and CSPP (Full-Day and Part-Day).
- The priorities have been revised for the previous year, and all three spreadsheet(s) are attached for CCTR-Infant Toddler, CCTR School-Aged, and CSPP (Full-Day and Part-Day).
- The LPC used Option 1 to establish Priority 3.
- The LPC used Option 2 to establish Priority 3.
- The LPC used Option 3 for Priority 3.

**SIGNATURES\***

County Board of Supervisors Representative	Telephone Number	Date
County Superintendent of Schools Representative	Telephone Number	Date
<i>Terry R. Oestreich</i>	<i>530-283-6500</i>	<i>5/14/21</i>
Local Child Care Planning Council Chairperson	Telephone Number	Date
<i>Elizabeth Dweck</i>	<i>530-283-4453</i>	<i>05/14/2021</i>

**\*Instructions for Signatures:** If the priorities previously submitted are still valid, only the LPC Chairperson signature is required. If revised priorities are being submitted, it is a local decision whether the changes are significant enough to require approval by the authorized representatives of the County Board of Supervisors and the County Superintendent of Schools, or whether they may be approved solely by the LPC Chairperson.



**DRAFT Minutes for Regular Meeting  
Thursday, May 13, 2021, 3-5 pm**

**Zoom Meeting**

<https://us02web.zoom.us/j/86039654278?pwd=RmRvRjZJYkcxME1ZZXdTRmp1K3Nodz09>

**Meeting ID: 860 3965 4278**

**Password: plumasLPC**

**Members present:** Kevin Bean, Jennine King, Kinderlin Hoznour, Dorrie Philbeck, Ellen Vieira, Debbie Guy, Merle Rusky, Maria Altamirano (3:28 pm)

**Members absent:** Erica Bryant, Liz Welch, Lucie Kreth

**Public:** Melissa Groh

**Staff present:** Rachael Brothers, Coordinator

**1. Call to Order**

3:04 pm the meeting was called to order by member Kevin Bean. A quorum was present.

**A. Agenda Approval**

*Merle Rusky moved to approve. Kinderlin Hoznour seconded.*

*Poll Votes: Kevin Bean- aye, Jennine King-aye, Kinderlin Hoznour-aye, Dorrie Philbeck-aye, Ellen Vieira-aye, Debbie Guy-aye, Merle Rusky-aye  
Motion carried.*

**B. Introductions- Introductions were made.**

**C. Approval of Minutes for the meeting of 3/11/21**

*Poll Votes: Kevin Bean- aye, Jennine King-aye, Kinderlin Hoznour-aye, Dorrie Philbeck-aye, Ellen Vieira-aye, Debbie Guy-aye, Merle Rusky-aye  
Motion carried.*

**2. Public Comment- there was no public comment**

**3. Public Hearing- Set Zip Code Priorities**

Rachael presented data for the most populated zip code areas in Plumas County (Quincy, Portola, Greenville and Chester) as well as the priorities set by the council for the past 5 years. The current data used in her report was from 2018 and were 5 year estimates from the ELNAT database. Rather than

using only the large zip codes, the small surrounding community's data was added onto their larger community where residents would truly access service. This pushed all 4 communities to a Priority 1 for preschool. Since 2016 Quincy and Graeagle were Priority 1 and Greenville, Chester and Portola were ranked as Priority 2. While there may have been significant data changes in the population and eligibility related to the pandemic this data has not yet been collected and 2018 data was used for the worksheet presented. Dorrie asked for the data from the previous year and the figures were brought up and compared. For Greenville there was a 3% increase in unserved children by combining all nearby zip codes, 10% increase in Quincy, 23% increase in Chester, and 38% increase in Portola- but Graeagle was included in Portola for this year's data. It was noted with both spreadsheets there were a large number of children unserved. The new data being presented had combined the Graeagle data into the Portola zip code. Rachael figured with the economies of scale to run a childcare center, it would be best to include it in the Portola data as it is easier to add a classroom to an existing site in Portola than to create one in a lower population area. Maria noted SCFO are under enrolled in Chester for the last 2 years and barely make their enrollment in Greenville. It is possible families in Chester work outside of Plumas County and access child care in the larger communities such as Susanville or Red Bluff. Merle noted the Head Start community assessment would be a good data source to help consider zip code priorities. Debbie noted that there are typically vacancies in the Chester and Greenville area for all types of licensed settings. There were 2 zip codes in the database, that were apportioned as they exist in two counties(96137-57%, 96118-2.9%) . The number of full day CSPP slots in the county are low and the slots aren't full year and this may affect consumer choices. Rachael also discussed margins of error in the data and that what is being seen in the field may be more accurate. Kinderlin noted FRC-CDC has a long wait list indicating a need in Quincy. Ellen noted there has always been a shortage of slots in Quincy and she felt families in Chester probably access services out of the county. She felt Quincy is in need of a full service day care and should remain Priority 1. Rachael suggested removing Graeagle as a Priority 1. Discussion followed then to move Portola into Priority 1 and to downgrade Graeagle to a Priority of 3. The accuracy of the data showing a high need in Graeagle was questioned. It was noted families in Graeagle would access services in Portola and this would serve all zip codes surrounding Portola.

*Merle Rusky motioned to make revisions to the zip code priorities by changing 96122 to a priority 1 for CSPP and to change 96103 to priority 3 for CSPP, Infant/Toddler, and School Age priorities. Ellen Vieira seconded the motion.*

*Poll Votes: Kevin Bean- aye, Jennine King-aye, Kinderlin Hoznour-aye, Dorrie Philbeck-aye, Ellen Vieira-aye, Debbie Guy-aye, Merle Rusky-aye, Maria Altamirano-aye*  
*Motion carried.*

#### **4. New Business**

- a. **Professional Growth Advising Trainings-** Kinderlin noted there have been some significant changes with teacher credentialing and the way applications are being processed. If they are filled out incorrectly and denied, it can't be reprocessed for a year. Kinderlin was hoping to have Professional Growth Training as well as recruiting more Professional Growth Advisors. Shelley

Miller is still providing training and could offer this locally. It was suggested we could record the training to have all communities easier access. The LPC has funds to put the workshop on.

**5. Plumas STARS-** Debbie Guy reported Liz has been working on recruitment, especially Family, Friends and Neighbors. The Alternative Payment program is going to include an advertisement in their next mailing. There will also be an advertisement on the outside of the Kindergarten backpacks. Potentially she could have materials printed and inserted in checked out books at the libraries. Melissa noted how well used and appreciated the Kindergarten backpacks are.

**6. Coordinator's Report -** Rachael provided a written coordinator update. The backpacks will go out with a child care use survey. We got a \$1500 mini grant from The Children's Council and First 5 provided \$2,000 in books. Each child will receive 2 books. Other items will be similar from last year. The LPC investment is approximately \$7 a bag. We have 14 Workforce Pathways Grant applications and should expend the funds. Next year all stipends will be processed at the end of May. Our QRIS CSPP grant will allow us to reimburse CSPP staff for units not awarded stipends through the Workforce Pathways Grant. These funds will not be available for stipends next year as they will be provided to STARS to support their work with CSPP sites. Rachael referred to the legislative matrix and called out AB22/TK expansion and the concerns surrounding this proposal. The Governor's May budget revision is expected tomorrow.

#### **7. Council Member Reports-**

**Kevin Bean-** Students are back full time. There will be an extended school year program for Special Education (including preschool) for 4 weeks- June 15-July 9. For General Ed. students there will be 2 week themed modules for school age and students can enroll in more than one. They are looking for staff.

**Ellen Vieira-** Ellen noted the proposed TK expansion is creating concern for existing ECE programs. IN May Brenda Poteete was voted as a new First 5 Commission member and her membership is pending. The next First 5 Plumas meeting is on June 2nd. Board of Supervisors approval. Plumas Rural Services (PRS) was awarded a \$60,000 contract with First 5 Plumas to provide mental health services for children 0-5 years. PRS's existing staff member Jenna Atraz. There will be no-cost for this service and it will launch through home visiting referrals beginning July 1st.

**Merle Rusky-** FRC is winding down. They have \$6,000 in CDTC funds to distribute to ECE majors. Merle also noted that all new TK teachers would need 24 ECE units which FRC can provide. She will work with Kevin to contact these teachers.

**Dorrie Philbeck-** Public Health received a car seat grant and can provide car seats and bicycle helmets to families in needs. Dorrie will share with all so families can receive this information.

**Kinderlin Hoznour-** FRC-CDC is doing well and met all of their contract requirements and working on transitioning to working with CDSS.

**8. Public Comment-** *there was no public comment*

**9. Adjourn-** *Merle Rusky motioned to adjourn the meeting. Maria Altamirano seconded the motion.*

*Poll Votes: Kevin Bean- aye, Jennine King-aye, Kinderlin Hoznour-aye, Dorrie Philbeck-aye, Ellen Vieira-aye, Debbie Guy-aye, Merle Rusky-aye, Maria Altamirano-aye  
Motion carried.*

Adjournment at 4:30 pm

Next Meeting: June 10, 2021 at the same ZOOM address listed above

**Plumas County 2019-20  
Recommended Subsidy Priority Zip Codes for the CA State Preschool Program**

BOS District (Optional)	Zip Code	City (Optional)	Estimated # of 3 & 4 yr olds eligible for State-Subsidized Preschool	Total Full Day Spaces in CAPP or Head Start Classrooms	Total CAPP or Head Start Part-Day Year Spaces	Total 3 & 4 yr olds in Stage 2 or 3 Voucher Program	Total 3 & 4 yr olds in CAP Voucher Program	TOTAL Subsidized Full & Part Time Spaces for 3s & 4s	Number of Children NOT Served in all spaces	% of Children NOT Served	Priority 1	Priority 2	Priority 3	Previous Priority (2017, 2018)	Previous Priority (2015)
2	95947	Greenville	30		12		2	14	16	53%	X			2	3
4	95971	Quincy	91	28	18	1	2	49	42	46%		X		1	2
3	96020	Chester	36		11	1	4	16	20	56%	X			2	2
1	96122	Portola	59		31	6	3	40	19	32%			X	2	3
5	96103	Graeagle	25		2		0	2	23	92%	X			1	n/a
<b>Estimated for County</b>			<b>241</b>	<b>28</b>	<b>74</b>	<b>8</b>	<b>11</b>	<b>121</b>	<b>120</b>	<b>54%</b>					

**NOTES**

**Sources:**

Data Descriptions and Sources

1. Number of Children Enrolled in Full-day California State Preschool Program (CSPP), source: California Department of Education, CD-801A Monthly Report, October 2016 (archived data) (AIR aggregation); by location of family residence
2. Number of Children Enrolled in Part-day California State Preschool Program (CSPP), source: California Department of Education, CD-801A Monthly Report, October 2016 (archived data) (AIR aggregation), by location of family residence
3. Number of Children in CalWORKs Stage 2 Programs, source: California Department of Education, CD-801A Monthly Report, October 2016 (archived data), by location of family residence
4. Number of Children in CalWORKs Stage 3 Programs, source: California Department of Education, CD-801A Monthly Report, October 2016 (archived data), by location of family residence
5. Number of Children in Head Start/Early Head Start (AIR survey of grantees), source: AIR survey of Head Start grantees, by location of family residence
6. Number of Children in Alternative Payment Programs (CAPP), source: California Department of Education, CD-801A Monthly Report, October 2016 (archived data) (AIR aggregation), by location of family residence
7. Number of Children Eligible for State Title 5 Early Childhood Programs (under 70% State Median Income) (three-year-averages up to 2012, five-year in 2014 and later, from American Community Survey), source: AIR analysis of American Community Survey, Public Use Microdata Sample (PUMS) data three-year data file, by location of family residence

**Plumas County 2019-20  
Recommended Subsidy Priority Zip Codes for Subsidized Education and Care for Children 0-35 months of age**

BOS District (Optional)	Zip Code	City (Optional)	Estimated # of 0 - 35 month olds eligible in State-Subsidy in working families	Total Full-Day CCTR Spaces for 0-35 month olds	Total Early Head Start Spaces for 0-35 month olds	Total Blended Funding Spaces for 0 - 35 month olds	Total 0 - 35 month olds in Stage 2 or 3 Voucher Program	Total 0 - 35 month olds in CAP Voucher Program	TOTAL Subsidized Full Day Spaces for 0 - 35 month olds	Estimated Number of Children <i>NOT</i> Served	Estimated % of Children <i>NOT</i> Served	Priority 1	Priority 2	Priority 3	Previous Priority (2018)
2	95947	Greenville	16				4	4	4	12	75%	X			1
4	95971	Quincy	50	8			1	4	13	37	74%	X			1
3	96020	Chester	20				1	2	3	17	85%	X			1
1	96122	Portola	33				3	5	8	25	76%	X			1
5	96103	Graveagle	14					1	1	13	93%	X			1
<b>Estimated for County</b>			<b>133</b>	<b>8</b>	<b>0</b>	<b>0</b>	<b>5</b>	<b>16</b>	<b>29</b>	<b>104</b>	<b>78%</b>				

**NOTES**

**Sources:**

- Data Descriptions and Sources
1. Number of Children in CalWORKS Stage 2 Programs, source: California Department of Education, CD-801A Monthly Report, October 2016 (archived data), by location of family residence
  2. Number of Children in CalWORKS Stage 3 Programs, source: California Department of Education, CD-801A Monthly Report, October 2016 (archived data), by location of family residence
  3. Number of Children in Title 5 Family Child Care Homes, source: California Department of Education, CD-801A Monthly Report, October 2016 (archived data), by location of family residence
  4. Number of Children Enrolled in General Child Care, Center-based Child Care (CCTR), source: California Department of Education, CD-801A Monthly Report, October 2016 (archived data) (AIR aggregation), by location of family residence
  5. Number of Children in Low-income Working Families (three-year-averages up to 2012, five-year in 2014 and later, from American Community Survey), source: AIR analysis of American Community Survey, Public Use Microdata Sample (PUMS) data three-year data file, by location of family residence

**Plumas County 2019-20  
Recommended Subsidy Priority Zip Codes for Subsidized Education and Care for Children 6-12 years of age**

BOS District (Optional)	Zip Code	City (Optional)	Estimated # of 5-12 yr olds eligible for Full-Day Subsidized School Aged Child Care	Total Full Day, Full-School-Age Centers	Estimated Part-Day, Part-Year ASFS or 21st Century Spaces for 5 - 12 yr olds (Optional)	Total 5-12 yr olds in Stage 2 or 3 Voucher Program	Total 5 - 12 yr olds in CAP Voucher Program	TOTAL Subsidized Full & Part Time Spaces for 5 - 12 yr olds	Number of Children NOT Served in all spaces	% of Children NOT Served	Priority 1	Priority 2	Priority 3	Previous Priority (2017)
2	95947	Greenville	106	0	20	0	2	22	84	79%	x			1
4	95971	Quincy	325	0	0	8	12	20	305	94%	x			1
3	96020	Chester	128	0	20	1	19	40	88	69%	x			1
1	96122	Portola	211	0	0	4	8	12	199	94%	x			1
5	96103	Graeagle	91	0	0			0	91	100%	x			1
<b>Estimated for County</b>			<b>861</b>	<b>0</b>	<b>40</b>	<b>13</b>	<b>41</b>	<b>94</b>	<b>767</b>	<b>87%</b>				

**NOTES**

**Sources:**

Data Descriptions and Sources

1. Number of Children in CalWORKs Stage 2 Programs. source: California Department of Education, CD-801A Monthly Report, October 2016 (archived data), by location of family residence
2. Number of Children in CalWORKs Stage 3 Programs. source: California Department of Education, CD-801A Monthly Report, October 2016 (archived data), by location of family residence
3. Number of Children Enrolled in General Child Care, Center-based Child Care (CCTR), source: California Department of Education, CD-801A Monthly Report, October 2016 (archived data) (AIR aggregation), by location of family residence
4. Number of Children in Alternative Payment Programs (CAPP), source: California Department of Education, CD-801A Monthly Report, October 2016 (archived data) (AIR aggregation), by location of family residence
5. Number of Children Eligible for State Title 5 Early Childhood Programs (under 70% State Median Income) (three-year-averages up to 2012, five-year in 2014 and later, from American Community Survey), source: AIR analysis of American Community Survey, Public Use Microdata Sample (PUMS) data three-year data file, by location of family residence

000000Plumas County 2021-22 Recommended Subsidy Priority Zip Codes for the CA State Preschool Program

Zip Code	Community	Estimated # of 3 & 4 yr olds eligible for State-Subsidized Preschool	Total Full Day Spaces in CSPP or Head Start Classrooms	Total CSPP or Head Start Part-Day Part Year Spaces	Total 3 & 4 yr olds in Stage 2 or 3 Voucher Program	Total 3 & 4 yr olds in CAP Voucher Program	TOTAL Subsidized Full & Part Time Spaces for 3s & 4s	Number of Children NOT Served in all spaces	% of Children NOT Served	Priority 1	Priority 2	Priority 3
95947	Greenville (Incl. Indian Hills/Taylorsville/	47		20	1	6	20	27	57%	x		
95971	Quincy (Incl. Meadow Valley)	108	24	24	1	6	48	60	56%	x		
96020	Chester (Incl. parts of Lake Almanor, Westwood)	97		20	1	9	20	77	79%	x		
96122	Portola (Incl. Graeagle/Clio/Iron Horse/Chilcoot/Vinton/s m. Portion of Sierra Brooks)	133		40	6	11	40	93	70%	x		
<b>Estimated for County</b>		<b>385</b>	<b>24</b>	<b>104</b>	<b>9</b>	<b>32</b>	<b>169</b>	<b>257</b>	<b>54%</b>			

Data Descriptions and Sources

- Number of children living in households earning under 85% state median income (SMI) (five-year estimates, from American Community Survey), source: Number of children in households under 85% state median income (SMI) (five-year estimates, from American Community Survey), source: AIR analysis of American Community Survey, Public Use Microdata Sample (PUMS) year estimates, by location of family residence. State medium income threshold retrieved from: U.S. Census Bureau; Management Bulletin 19-03, 2019, California Department of Education, CA (retrieved from <https://www.cde.ca.gov/sp/cd/ci/rmb1903.asp>), by location of family residence
- Number of children in CalWORKs Stage 2 programs, source: California Department of Education, CD-801A Monthly Report, October 2018, by location of family residence
- Number of children in CalWORKs Stage 3 programs, source: California Department of Education, CD-801A Monthly Report, October 2018, by location of family residence
- Number of children in Alternative Payment Programs (CAPP), source: California Department of Education, CD-801A Monthly Report, October 2018, by location of family residence

000000Plumas County 2021-22 Recommended Subsidy Priority Zip Codes for the CA State Preschool Program

**DISCLAIMERS ABOUT NEEDS ASSESSMENT:** Data has been merged from various agencies and sources. Imprecision in original data sources may appear amplified when combined with other imprecise data sources. Data captured at different points in time may differ slightly due to changes in geographic boundaries and demographics. Population data is not available by zip code; birth data by zip code is used as a proxy for demand. Geographic boundaries are not static. For example, zip codes can be added or deleted. AIR's needs assessment does not account for migration between zip codes. Head Start Program Information Reports (PIRs) were the source of Infant / Toddler Early Head Start enrollment data. We have therefore imputed data to provide a better match between the county totals provided in Head Start's Program Information Reports (PIRs) and data from our 2006 and 2008 surveys.

000000Plumas County 2021-22 Recommended Subsidy Priority Zip Codes for the CA State Preschool Program

Previous Priority (2017, 2018, 2019, 2020)	Previous Priority (2015)
2	3
1	2
2	2
2	3

earning  
data, five-  
Sacramento,

000000Plumas County 2021-22 Recommended Subsidy Priority Zip Codes for the CA State Preschool Program

251



**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: May 19, 2021

TO: Honorable Board of Supervisors

FROM: Keevin Allred, Chief Probation Officer *VA*

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

---

### Recommendation

Approve and authorize the Chair to sign the contract with BI Correctional Services Incorporated for full continuum of monitoring technologies and services for juveniles, parolees, probationers, pretrial defenders and undocumented persons involved in the U.S. immigration court process.

### Background and Discussion

The Plumas County Probation Department has contracted with BI Correctional Services Incorporated for monitoring products since 2015. Due to County policy and changing technology, the Plumas County Probation Department issued an Request for Proposals (RFP) on May 18, 2020. BI Correctional Services Incorporated has accepted Plumas County's Probation RFP award and will extend support, resources, collaborative relationships, monitoring products, including GPS and alcohol monitoring systems, Smartlink and a Total Access software platform. Contracted amount for FY21-22 shall not exceed \$35,000 during the term of July 1, 2021 to June 30, 2022.

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



**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: May 19, 2021

TO: Honorable Board of Supervisors

FROM: Keevin Allred, Chief Probation Officer 

SUBJECT: Approval of the contract between Plumas County Probation Department and DeMartile Automotive.

---

## Recommendation

Approve and authorize the Chair to sign the contract between Plumas County Probation Department and DeMartile Automotive to provide general mechanic services for all cars and trucks for the Plumas County Probation Department.

## Background and Discussion

The Plumas County Probation Department has contracted with DeMartile Automotive for general mechanic services for all department vehicles. Current rate shall not exceed \$12,000 during the term of July 1, 2021 to June 30, 2022.

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

2K



# PCPHA

PLUMAS COUNTY PUBLIC HEALTH AGENCY



Growing Healthy Communities

**Date:** May 24, 2021  
**To:** Honorable Board of Supervisors  
**From:** Dana Loomis, Director  
**Agenda:** Consent Item for June 1, 2021

**Recommendation:** Approve and direct the Chair to sign a Subcontract Amendment TURP1721Haun-A1 with Strategies By Design in the amount of 101,124.50 for evaluation activities related to the Tobacco Use Reduction and Prevention Program.

**Background and Discussion:** As the Board is aware Plumas County Public Health Agency has the fiscal and administrative responsibilities for a number of different programs with diverse funding sources from the State Department of Health Services, private foundations, local sources, realignment and other county departments. Often, in an effort to work effectively and efficiently with communities, Public Health contracts with providers to evaluate programs and provide services to diverse populations throughout the county.

There will be no financial impact on the County General Fund, as this agreement is fully funded by the Tobacco Use Reduction and Prevention Program through Public Health.

The Subcontract Amendment was reviewed and approved by County Counsel, a copy of which is on file with the Clerk of the Board for your review.

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

2L

# PLUMAS COUNTY DEPARTMENT OF PUBLIC WORKS



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

## CONSENT AGENDA REQUEST

For the June 1<sup>st</sup>, 2021 meeting of the Plumas County Board of Supervisors

Date: May 24<sup>th</sup>, 2021

To: Honorable Board of Supervisors

From: John Mannle, Director of Public Works

Subject: **Authorize Execution of Amendment No. 1 to the Professional Services Agreement between the County of Plumas and Quincy Engineering, Inc. for Final Design Phase Engineering Services for the “Blairsden-Graeagle Bridge Replacement Project” to extend the original contract expiration date.**

### Project Background:

Quincy Engineering, Inc. is currently providing Final Design Phase Engineering Services in support of the Blairsden-Graeagle Bridge Replacement Project. The bridge project is located on Blairsden-Graeagle Road over the Middle Fork of the Feather River between the communities of Blairsden and Graeagle.

An extension to the contract termination date is needed to complete the required tasks necessary for the project to proceed to the construction phase. Final Design tasks have been on hold until right-of-way and future utility needs could be confirmed this spring. The First Written Offer has been sent to the landowner and acquisition of temporary and permanent right-of-way is anticipated to be completed by August 2021.

Amendment No. 1 authorizes a three-year extension to the contract. The project is scheduled for construction in fiscal year 2023/24.

This agreement has been approved as to form by the County Counsel’s Office.

### Recommendation by Public Works:

The Director of Public Works respectfully recommends that the Board of Supervisors authorize the Chair of the Board of Supervisors to execute Amendment No. 1 to the Professional Services Agreement between the County of Plumas and Quincy Engineering, Inc. for Final Design Phase Engineering Services for the “Blairsden-Graeagle Bridge Replacement Project” to extend the original contract expiration date.

Attachment: Amendment No. 1 to the Professional Services Agreement between the County of Plumas and Quincy Engineering, Inc.

**AMENDMENT NO. 1**  
**to the**  
**PROFESSIONAL SERVICES AGREEMENT**

**Professional Engineering Services for Final Design Phase for the  
Blairsdan-Graeagle Bridge Project**

The November 19, 2018 PROFESSIONAL SERVICES AGREEMENT, by and between the COUNTY OF PLUMAS ("County") and Quincy Engineering, Inc., a California Corporation ("Consultant"), County Contract No. P.W.R.D. 19-01, is hereby amended as follows:

Article IV Performance Period – Section A shall be amended to extend the expiration date by three (3) years. Article IV Performance Period – Section A shall be replaced with the following:

- A. This contract shall go into effect upon contract execution and shall end on July 31, 2024, unless extended by contract amendment. CONSULTANT shall commence work after notification to proceed by LOCAL AGENCY'S Contract Administrator.

Other Contract Provisions.

All other contract provisions set forth in the November 19, 2018 Professional Services Agreement first referenced above remain unchanged.

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

\*\*\*Signatures on following page\*\*\*

\_\_\_\_\_ Consultants Initials

\_\_\_\_\_ County Initials

**COUNTY OF PLUMAS**

A political subdivision of the State of California

\_\_\_\_\_  
Jeff Engel, Chair  
Board of Supervisors

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Clerk of the Board of Supervisors

Date: \_\_\_\_\_

**CONSULTANT**

Quincy Engineering, Inc.

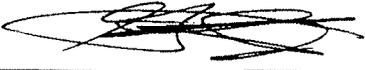
\_\_\_\_\_  
Chris Rayasam, President/CEO

Date: \_\_\_\_\_

\_\_\_\_\_  
Celeste Alvarez, Corporate Secretary

Date: \_\_\_\_\_

Approved as to form:



\_\_\_\_\_  
Gretchen Stuhr  
Plumas County Counsel

5/6/2021

Taxpayer ID Number – 68-0269312

2M



DEPARTMENT OF SOCIAL SERVICES  
AND PUBLIC GUARDIAN

Courthouse Annex, 270 County Hospital Road, Suite 207, Quincy, California 95971

(530) 283-6350  
Fax: (530) 283-6368  
Toll Free: (800) 242-3338

NEAL CAIAZZO  
DIRECTOR

DATE: MAY 11, 2021  
TO: HONORABLE BOARD OF SUPERVISORS  
FROM: NEAL CAIAZZO, DIRECTOR  
DEPARTMENT OF SOCIAL SERVICES  
SUBJ: BOARD AGENDA ITEM FOR JUNE 1, 2021, CONSENT AGENDA  
RE: AUTHORIZATION TO PURCHASE A VEHICLE FROM QUINCY AUTO SALES  
FOR THE DEPARTMENT OF SOCIAL SERVICES

**It is Recommended that the Board of Supervisors**

Accept one bid for a new vehicle from Quincy Auto Sales and authorize the Director of the Department of Social Services to sign all documents related to their purchase at a price not to exceed \$42,000.

**Background and Discussion**

The Department of Social Services has two vehicles approved in the current year budget. The Department solicited bids for the vehicles in accordance with the County of Plumas Solicitation instructions. The Department received one bid from Quincy Auto Sales that is responsive to the solicitation.

The Department requests that the Board of Supervisors accept the bid from Quincy Auto Sales and authorize the Director of the Department of Social Services to sign contracts and other necessary paperwork to complete the purchases as the Board's designee.

**Financial Impact**

The approved budget for vehicles is \$80,000. The recommended purchase is within the budgeted limit. There is no direct impact to the County General Fund as a result of these purchases. The costs are offset by Federal, State and County realignment dollars.

Copy: DSS Management Staff

COUNTY OF PLUMAS REQUEST FOR BIDS FOR SERVICE VEHICLES

County of Plumas Bid Form

This bid is based on specifications for Bid Number: \_\_\_\_\_

Vehicle (circle one): New Used

Vehicle Mileage: NEW

Year, Make and Model of Vehicle: 2021 TOYOTA HIGHLANDER

Total Bid Price: \$ 39,100<sup>00</sup>

Documentary Fee: TIRE FEE or BLEC \$ 109<sup>00</sup>  
FILING FEE

State Sales Tax (7.50%): \$ 2840.<sup>55</sup>

TOTAL BID COST - FOB Quincy \$ 42049.55

MFG REBATE 750.00 - ENDS JUNE 1ST 2021

TOTAL BID \$41,299.55

I hereby certify that the above price does not contain any Federal Tax and that the vehicle to be furnished conforms to the specifications with the following exceptions:

- SEE ATTACHED VEHICLE INFORMATION
- VEHICLE SUBJECT TO PRIOR SALE
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

Firm Name: QUINCY AUTO CO.

Address: P.O. BOX 1936 City: QUINCY Zip Code: 95971

Authorized Representative Name: JACK L. BROWN Title: OWNER

Telephone: 530-966-5463 Email Address: QUINCYAUTO@ATT.NET

Signature: [Signature] Date: 05-06-2021

Please include business card.



# TOYOTA

## Folsom Lake Toyota

12747 Folsom Blvd.  
Folsom CA 95630  
916-355-1500

## 2021 Highlander-LE Highlander-LE 3.5L V6 8AT (AWD)

Model: 6948C  
VIN: 5TDBZRBH3MS16D268  
Engine: 3.5L-V6 Engine  
Transmission: 8-Speed-Automatic



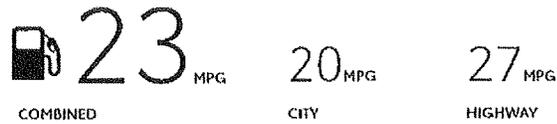
EXTERIOR  
Blueprint

INTERIOR  
Graphite-Fabric

### PRICE

Vehicle Base Model	\$38,710.00
Total Installed Packages & Accessories	\$1,017.00
Delivery Processing and Handling	\$1,175.00
<b>Total MSRP*</b>	<b>\$40,902.00</b>

### FUEL ECONOMY



### INSTALLED PACKAGES & ACCESSORIES

50-State Emissions	\$0.00
All-Weather-Floor Liners Package	\$318.00
All-Weather Floor Liners, Cargo Liner.	
Tow-Hitch Receiver w/ Wiring Harness	\$699.00
Tow-Hitch Receiver, Towing Wire Harness.	
Total Optional Equipment	\$1,017.00
Vehicle Base Model	\$38,710.00
Delivery Processing and Handling	\$1,175.00

### FEATURES

#### Mechanical & Performance

- Engine:-Gasoline engine--3.5-Liter V6 Dual Overhead Cam (DOHC) 24-Valve D-4S Injection Atkinson Cycle-capable Engine with Dual Variable Valve Timing with intelligence (VVT-i) and Stop and Start Engine System (S&S); 295 hp @ 6600 rpm, 263 lb.-ft. @ 4700 rpm
- Transmission:-Direct Shift-8AT 8-speed Electronically Controlled automatic Transmission
- Suspension:-Independent MacPherson strut front suspension with stabilizer bar; trailing-wishbone suspension
- Brakes:-Power-assisted ventilated 13.3-in. front disc brakes; solid 13.3-in. rear disc brakes and Star Safety System™
- Emission-Rating: Ultra Low Emission Vehicle 70 (ULEV 70)
- Drivetrain:-All-Wheel Drive (AWD)
- Steering:-Electric Power Steering (EPS); power-assisted rack-and-pinion

#### Exterior

- Smart-Key System on front doors and liftgate with Push Button Start, remote keyless entry system with lock, unlock, panic and liftgate functions; remote illuminated entry
- LED-projector headlights with Daytime Running Lights (DRL)
- LED-taillights
- Windshield-wiper de-icer
- Rear-liftgate windshield washer and backup camera washer
- Privacy-glass on rear side, quarter and liftgate windows
- Front-grille in material black with silver paint surround
- Color-keyed-side rocker panels and lower molding
- Rear-spoiler with LED center high-mount stop light
- Height-adjustable-power liftgate with jam protection
- Color-keyed-heated power outside mirrors with turn signal and blind spot warning indicators, and manual folding feature
- LED-fog lights
- Washer-linked-variable intermittent windshield wipers and intermittent rear wiper
- Rear-liftgate windshield defogger
- High-Solar Energy-Absorbing (HSEA) glass on front side windows
- 18-in.-painted alloy wheels and P235/65R18 tires
- Rear-lower bumper in black finish
- Color-keyed-outside door handles
- A-pillar-in black low-gloss film
- Front-and rear mudguards

## Interior

- Power-windows with auto up/down in all positions and jam protection
- Black-interior door handles
- Soft-touch-roll-top center console (15L) with removable utility tray
- Eight-cup holders and four bottle holders
- Overhead-console with conversation mirror, sunglasses storage and maplights
- Fabric-trimmed-front- and second-row seats; 8-way power-adjustable driver's seat; 4-way manual-adjustable front passenger seat
- Leather-trimmed-shift knob and tilt/telescopic leather steering wheel with audio, Multi-Information Display (MID), Bluetooth® hands-free phone, voice command, Dynamic Radar Cruise Control (DRCC), Lane Departure Alert (LDA), Lane Steering Assist (LSA) and multimedia information controls
- Integrated-backup camera with projected path
- Painted-door, console and dashboard trim
- Front--and second-row-seat reading lights
- Audio-Plus—includes 8.0-in. touchscreen, six speakers, USB media port, four USB charge ports, hands-free phone capability and music streaming via Bluetooth® wireless technology, Android Auto™ & Apple CarPlay® & Amazon Alexa compatible, SiriusXM® with 3-month All Access trial subscription. See [toyota.com/audio-multimedia](http://toyota.com/audio-multimedia) for details. Connected Services —Safety Connect® with 1-year trial, Service Connect with 10-year trial, Remote Connect with 1-year trial, Wi-Fi Connect with up to 2 GB within 3-month trial. See [toyota.com/connected-services](http://toyota.com/connected-services) for details.
- Three-zone-automatic climate control with air filter, separate second-row control panel, individual temperature settings for driver, front passenger and rear-seat passengers, and second- and third-row vents
- Power-door locks with shift-linked automatic lock/unlock feature
- Soft-touch-in-dash split-level shelf
- Dual-sun visors with sliding function and illuminated vanity mirrors
- Day/night-rearview mirror
- 8-passenger-seating with 60/40 split, sliding and reclining fold-flat second-row bench seats; 60/40 split, fold-flat third-row seats with sliding headrests and recline function
- 4.2-in.-color LCD Multi-Information Display (MID) in meter cluster with odometer, current/average fuel economy, cruising range, average speed, AWD torque distribution (AWD models only), cruise control guide, audio status, hands-free incoming call notices, telephone information, ECO Driving Indicator, and energy monitor (HV models only)
- Five-USB ports and two 12V outlets
- Six-tie-down cargo hooks
- Digital-clock

## Safety & Convenience

- Star-Safety System™—includes Enhanced Vehicle Stability Control (VSC), Traction Control (TRAC), Anti-lock Brake System (ABS), Electronic Brake-force Distribution (EBD), Brake Assist (BA) and Smart Stop Technology® (SST)
- Safety-Connect® — includes Emergency Assistance, Stolen Vehicle Locator, Roadside Assistance and Automatic Collision Notification. Available by subscription. Complimentary one-year trial subscription.
- LATCH-(Lower Anchors and Tethers for CHildren) includes lower anchors and tethers on outboard second-row seats and tether anchor on middle of second- and third-row seats
- Driver-and front passenger seatbelt warning
- Rear-seat-reminder
- Downhill-Assist Control (DAC)
- Tire-Pressure Monitor System (TPMS) (individual tires)
- Hill-Start Assist Control (HAC)
- Eight-airbags (driver airbag, front passenger airbag, knee airbag (driver), seat cushion airbag (passenger), front side airbags, curtain shield airbags)
- 3-point-seatbelts for all seating positions; driver's-side Emergency Locking Retractor (ELR) and Automatic/Emergency Locking Retractor (ALR/ELR) on all passenger seatbelts
- Child-protector-rear door locks
- Rear-passenger seatbelt reminder
- Adjustable-front seatbelt shoulder anchors and driver and front passenger seatbelt pretensioners with force limiters
- Engine-immobilizer alarm
- Snow-Mode + Drive Mode Select (ECO, Normal, Sport) + Multi-Terrain Select (Mud/Sand, Rock/Dirt, Normal)

**BOARD AGENDA REQUEST FORM**

Department: Social Services

Authorized Signature: Neal Canino  
Board Meeting Date: June 1, 2021

Consent Agenda:  Yes  No

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

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

A. Accept one bid for a new vehicle from Quincy Auto Sales and authorize the Director of the Department of Social Services to sign all documents related to their purchase at a price not to exceed \$42,000.

B. \_\_\_\_\_

C. \_\_\_\_\_

**Review by Necessary Departments:**

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

\_\_\_\_\_

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

\_\_\_\_\_

**Attached Documents:**

Contracts/Agreements:

Three copies? (Y  /N )

Signed? (Y  /N )

Budget Transfers Sheets:

Signed? (Y  /N )

Other: \_\_\_\_\_

**Publication:**

Clerk to publish on \_\_\_\_\_  Notice attached and e-mailed to Clerk.

Notice to be published \_\_\_\_\_ days prior to the hearing. \_\_\_\_\_

Dept. published on \_\_\_\_\_ (Per Code § \_\_\_\_\_).  Copy of Affidavit Attached. (if a specific newspaper is required, enter name here.)

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

I have complied with the policy adopted by the Board regarding County Ordinances Procedural Requirements:

Yes:  No:  Not Applicable:

If Not Applicable, please state reason why:

\_\_\_\_\_

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



To: Honorable Board of Supervisors

From: Richard Aiple, Nakoma Resort, Lost Sierra Chamber of Commerce

Meeting Date: June 1, 2021

Subject: INVESTING IN TOURISM AND LOCAL CHAMBERS OF COMMERCE – HOW HOSPITALITY WILL DRIVE THE DESIRED GROWTH IN ALL ASPECTS OF PLUMAS COUNTY, WHILE PRESERVING OUR NATURAL HABIT AND WILD SPACES

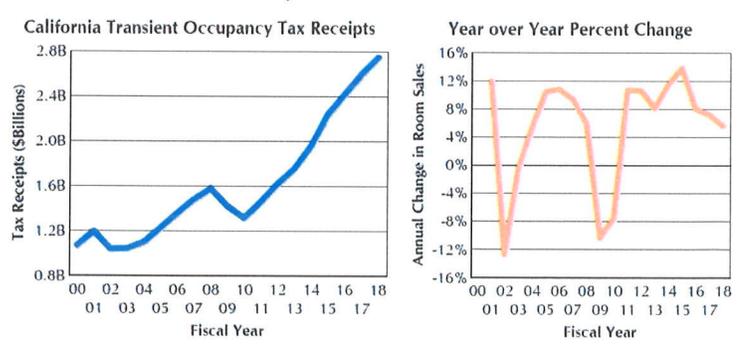
RECOMMENDATION:

1. Discussion and possible action:
  - a. Review history of Transient Occupancy Tax (TOT), the written intention, and Plumas County TOT growth even in a pandemic.
  - b. Collection of TOT from all providers of temporary housing within Plumas County.
    - i. Short-term Vacation Rentals
  - c. Allocation of intended funds to support four area Chambers of Commerce to promote tourism and training for small business development.
    - i. Hold Chambers accountable
  - d. Support the tourism segments that are driving traffic to our area and grow property taxes, sales and use tax, and TOT revenue.

BACKGROUND INFORMATION:

1. History of TOT (attached exhibits)
  - a. 1965 - Ordinance No. 544  
Part VIII, Division I, Chapter 1 (commencing with section 75000)
  - b. 1978 - Ordinance No. 79-350  
Amending Section 3-4.03 of Chapter 4 of Title 3 of the Plumas County Code
  - c. 1990 - Ordinance No. 90-741  
Amending Section 3-4.02, 3-4.03, 3-4.05, 3-4.06, and 3-4.12 of Chapter 4 of Title 3 of the Plumas County Code
    - i. Only industry that is required to collect local taxes and can be fined and/or be charged with a Misdemeanor.
    - ii. As an industry, "Hotels" pay staff members to collect, account for, and pay the Transient Occupancy Tax.
    - iii. Additionally, "Hotels" also pay the credit card transaction fees on this tax – estimated \$50,000 per year for county businesses.

2. State and Plumas County TOT trends



Year	2007	2011	2012	2013	2014
TOT amount in \$000s	\$1,100*	\$1,077	\$1,180	\$1,250	\$1,269
YOY Percent Change	-	0%	9.6%	5.9%	1.5%

\* From October 10, 2007 County Counsel TOT/Sales Taxes memo

Year	2015	2016	2017	2018	2019	2020
TOT amount in \$000s	\$1,300	\$1,408	\$1,495	\$1,567	\$1,600	\$1,785
YOY Percent Change	2.4%	8.3%	6.2%	4.8%	2.1%	11.6%

1 – Source 2011- 2018 - California Travel Impacts

While most of California was seeing an increase of 8-14% in Year Over Year Room Sales (from 2011-2016) Plumas County only had two years that achieved that growth (and that was at the lower end of the range).

In 2020 we achieved an 11.6% increase over the prior year while in the middle of a pandemic.

### 3. TOT is the third largest contribution to our County General Revenue

Year	2018	2019	2020	% Increase from 2018 - 20
<b>Property Taxes</b>	\$ 11,951,466			
<b>Sales and Use Tax</b>	\$ 3,518,161			
<b>Transient Occupancy Tax</b>	\$ 1,567,544	\$ 1,600,431	\$ 1,784,806	13.9%
<b>Grants and Contributions</b>	\$ 1,154,725			
<b>TOTAL REVENUE</b>	\$ 20,688,195			

### 4. Receipts By Rental Location in 2020

Area*	Mohawk	Quincy	Lake Almanor	Chester	Other Areas	TOTAL
<b>Receipts in \$000</b>	\$7,370	\$2,567	\$4,708	\$4,137	\$3,525	\$22,307
<b>% of Total Receipts</b>	33.0%	11.5%	21.1%	18.5%	15.8%	100%

\*Note – you collect \$1,722,000 from AirBNB and have no idea to what area.

5. 1965 - Ordinance No. 544 and  
1990 - Ordinance No. 90-741 (Sec. 3-4.02 Definitions) (a) "Lodging"
  - a. Clearly outlines types of businesses who are required to collect TOT.
  - b. Not collecting TOT from certain businesses provides an unfair business advantage to those who do not pay the TOT – a 9% discount to guests who stay at their location.
    1. Support an audit – internal with additional staff, or external with Granicus
  - c. To pay for the audit, suggest that you charge a fee for a Vacation Rental License (on an annual basis) to register their business (\$100 - \$200/year) provides enough revenue to hire an additional staff person to grow this line item.

6. When you stopped funding local Chambers of Commerce – and promoting tourism – there was a direct correlation to our County’s lack of growth compared to the other regions in California.
  - a. The pandemic and other big city issues have made our area popular with tourists and an area people are choosing to visit and many to relocate.
  - b. We need cooperation between local officials, local organizations, and businesses to support and handle the growth.
    - i. We want small businesses to grow and flourish – they provide the attractions visitors require and, more importantly, seek out to “enhance their experience”.
      1. Recreational Activities (ATV, Golf, Bike Trails, Horseback Riding, Fishing, etc.)
      2. Wedding Venues
      3. Dining Options
      4. Shops
      5. Services and Tours (Spa, Gas, Guides)
    - ii. Feather River Community College can support the overall growth of the hospitality industry by creating degrees in hospitality and other related industries.
    - iii. The Sierra Buttes Trail Stewardship (SBTS) and their Connected Communities project is leading the way in creating those opportunities. How can we support SBTS efforts to complete the Beckwourth Peak Recreation Project and others like it?
    - iv. Remove new roadblocks that are inhibiting the Wedding Industry in Plumas County.
    - v. How do we make Plumas County tourism a year-round business?
      1. Allow various types of event programming.
      2. Meetings and attractions.
      3. Weddings.
  - c. The greatest challenge we now face as a County is STAFFING the hospitality/tourism industry.
    - i. The industry lost people due to the closings caused by the uncertainty of the pandemic.
    - ii. The additional stimulus money has unmotivated numerous potential staff members to return to the workforce.

REQUESTED ACTION:

1. Honor the original intent of the 1990 TOT increase – fund the Chambers of Commerce.
2. Fund two “Regional” Chamber of Commerce groups (shown below) using a portion of the 16.67% funds that were recommended for their use when increasing the TOT from 6% to 9% in 1990. I would suggest the board budget \$200,000 for the next twelve months for this investment and if required utilize a portion of the CARES money for the “support of small business”.

**Regional Chamber of Commerce Groups**

Lake Almanor, Chester, Indian Valley

The Lost Sierra, Quincy

3. Create an oversight committee to monitor the Regional Chambers of Commerce and develop key performance indicators that must be achieved to continue receiving the TOT-based funding.
4. Have the oversight committee require an annual budget from each Chamber region that should include operating costs, training costs, and internet and social media advertising budgets to drive increased revenue. Additional marketing items such as website development and traditional advertising can also be considered.
5. Require the Regional Chambers to hire a person with grant writing experience, so that items like funding for in-ground fiber-optic lines can be provided to all areas with high density TOT collectors.
6. Fund the SBTS Beckwourth Peak Recreation Project from the recreational percentage recommended in the 1990 Ordinance. Additional sources of funding may be available with the \$3.4 million grant.
7. Develop a committee to address the staffing issues we face as a community.
8. Remove the current wedding tent requirements – this is an unneeded expense and a competitive disadvantage.

ORDINANCE NO. 544

AN ORDINANCE OF THE COUNTY OF PLUMAS, STATE OF CALIFORNIA, TO ADD PART VIII, DIVISION I, CHAPTER I (commencing with section 75000) TO THE PLUMAS COUNTY ORDINANCE CODE, IMPOSING A TAX UPON THE PRIVILEGE OF TRANSIENT OCCUPANCY AND PROVIDING FOR THE COLLECTION THEREOF.

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

Section 1 -

Part VIII, Division I, Chapter 1 (commencing with section 75000) is hereby added to the Plumas County Ordinance Code, to read:

PART VIII

REVENUE AND TAXATION

Division I - Uniform Taxes

Chapter 1 - Transient Occupancy Tax

Section 75000. Title. This chapter shall be known as the Uniform Transient Occupancy Tax Law of the County of Plumas.

Section 75001. Definitions. Except where the context otherwise requires, the definitions given in this section govern the construction of this chapter:

(a) Person. "Person" means any individual, firm, partnership, joint venture, association, social club, fraternal organization, joint stock company, corporation, estate, trust, business trust, receiver, trustee, syndicate, or any other group or combination acting as a unit.

(b) Hotel. "Hotel" means any structure, or any portion of any structure, which is occupied or intended or designed for occupancy by transients for dwelling, lodging or sleeping purposes, and

includes any hotel, inn, tourist home or house, motel, studio hotel, bachelor hotel, lodging house, rooming house, apartment house, dormitory, public or private club, mobilehome or house trailer at a fixed location, or other similar structure or portion thereof.

(c) Occupancy. "Occupancy" means the use or possession, or the right to the use or possession of any room or rooms or portion thereof, in any hotel for dwelling, lodging or sleeping purposes.

(d) Transient. "Transient" means any person who exercises occupancy or is entitled to occupancy by reason of concession, permit, right of access, license or other agreement for a period thirty (30) consecutive calendar days or less, counting portions of calendar days as full days. Any such person so occupying space in a hotel shall be deemed to be a transient until the period of thirty (30) has expired unless there is an agreement in writing between the operator and occupant providing for a longer period of occupancy. In determining whether a person is a transient, uninterrupted period of time extending both prior and subsequent to the effective date of this chapter may be considered.

(e) Rent. "Rent" means the consideration charged, whether or not received, for the occupancy of space in a hotel valued in money, whether to be received in money, goods, labor or otherwise, including all receipts, cash, credits and property and services of any kind or nature, without any deduction therefrom whatsoever.

(f) Operator. "Operator" means the person who is proprietor of the hotel, whether in the capacity of owner, lessee, sublessee, mortgagee in possession, licensee, or any other capacity. Where the operator performs his functions through a managing agent of any type or character other than an employee, the managing agent shall also

be deemed an operator for the purposes of this chapter and shall have the same duties and liabilities as his principal. Compliance with the provisions of this chapter by either the principal or the managing agent shall, however, be considered to be compliance by both.

(g) Tax Administrator. "Tax Administrator" means the Flumas County Tax Collector.

Section 75002. Tax Imposed. For the privilege of occupancy in any hotel, each transient is subject to and shall pay a tax in the amount of four per cent (4%) of the rent charged by the operator. Said tax constitutes a debt owed by the transient to the county which is extinguished only by payment to the operator or to the county. The transient shall pay the tax to the operator of the hotel at the time the rent is paid. If the rent is paid in installments, a proportionate share of the tax shall be paid with each installment. The unpaid tax shall be due upon the transient's ceasing to occupy space in the hotel. If for any reason the tax due is not paid to the operator of the hotel, the Tax Administrator may require that such tax shall be paid directly to the Tax Administrator.

Section 75003. Exemptions. No tax shall be imposed upon:

- (a) Any person as to whom, or any occupancy as to which, it is beyond the power of the county to impose the tax herein provided;
- (b) Any officer or employee of a foreign government who is exempt by reason of express provision of federal law or international treaty.

No exemption shall be granted except upon a claim therefor made at the time rent is collected and under penalty of perjury upon a form prescribed by the Tax Administrator.

Section 75004. Operator's Duties. Each operator shall collect the tax imposed by this chapter to the same extent and at the same time as the rent is collected from every transient. The amount of tax shall be separately stated from the amount of the rent charged, and each transient shall receive a receipt for payment from the operator. No operator of a hotel shall advertise or state in any manner, whether directly or indirectly, that the tax or any part thereof will be assumed or absorbed by the operator, or that it will not be added to the rent, or that, if added, any part will be refunded except in the manner hereinafter provided.

Section 75005. Registration. Within thirty (30) days after the effective date of this chapter, or within thirty (30) days after commencing business, whichever is later, each operator of any hotel renting occupancy to transients shall register said hotel with the Tax Administrator and obtain from him a "Transient Occupancy Registration Certificate" to be at all times posted in a conspicuous place on the premises. Said certificate shall, among other things, state the following:

- (1) The name of the operator;
- (2) The address of the hotel;
- (3) The date upon which the certificate was issued;
- (4) "This Transient Occupancy Registration Certificate signifies that the person named on the face hereof has fulfilled the requirements of the Uniform Transient Occupancy Tax Law by registering with the Tax Administrator for the purpose of collecting from transients the Transient Occupancy Tax and remitting said tax to the Tax Administrator. This certificate does not authorize any person to

conduct any unlawful business or to conduct any lawful business in an unlawful manner, nor to operate a hotel without strictly complying with all local applicable laws, including but not limited to those requiring a permit from any board, commission, department or office of this county. This certificate does not constitute a permit."

Section 75006. Reporting and Remitting. Each operator shall, on or before the last day of the month following the close of each calendar quarter, or at the close of any shorter reporting period which may be established by the Tax Administrator, make a return to the Tax Administrator, on forms provided by him, of the total rents charged and received and the amount of tax collected for transient occupancies. At the time the return is filed, the full amount of the tax collected shall be remitted to the Tax Administrator. The Tax Administrator may establish shorter reporting periods for any certificate holder if he deems it necessary in order to insure collection of the tax and he may require further information in the return. Returns and payments are due immediately upon cessation of business for any reason. All taxes collected by operators pursuant to this chapter shall be held in trust for the account of the county until payment thereof is made to the Tax Administrator.

Section 75007. Penalties and Interest.

(a) Original Delinquency. Any operator who fails to remit any tax imposed by this chapter within the time required shall pay a penalty of 10% of the amount of the tax in addition to the amount of the tax.

(b) Continued Delinquency. Any operator who fails to remit any delinquent remittance on or before a period of thirty (30) days following the date on which the remittance first became delinquent shall pay a second delinquency penalty of 10% of the amount of the tax in addition to the amount of the tax and the 10% penalty first imposed.

(c) Fraud. If the Tax Administrator determines that the non-payment of any remittance due under this chapter is due to fraud, a penalty of 25% of the amount of the tax shall be added thereto in addition to the penalties stated in subparagraphs (a) and (b) of this section.

(d) Interest. In addition to the penalties imposed, any operator who fails to remit any tax imposed by this chapter shall pay interest at the rate of one-half of 1% per month or fraction thereof on the amount of the tax, exclusive of penalties, from the date on which the remittance first became delinquent until paid.

(e) Penalties Merged with Tax. Every penalty imposed and such interest as accrues under the provisions of this section shall become a part of the tax herein required to be paid.

Section 75008. Failure to Collect and Report Tax. Determination of Tax by Tax Administrator. If any operator shall fail or refuse to collect said tax and to make, within the time provided in this chapter, any report and remittance of said tax or any portion thereof required by this chapter, the Tax Administrator shall proceed in such manner as he may deem best to obtain facts and information on which to base his estimate of the tax due. As soon as the Tax Administrator shall procure such facts and information as he

is able to obtain upon which to base the assessment of any tax imposed by this chapter and payable by any operator who has failed or refused to collect the same and to make such report and remittance, he shall proceed to determine and assess against such operator the tax, interest and penalties provided for by this chapter. In case such determination is made, the Tax Administrator shall give a notice of the amount so assessed by serving it personally or by depositing it in the United States mail, postage prepaid, addressed to the operator so assessed at his last known place of address. Such operator may within ten (10) days after the serving or mailing of such notice make application in writing to the Tax Administrator for a hearing on the amount assessed. If application by the operator for a hearing is not made within the time prescribed, the tax, interest and penalties, if any, determined by the Tax Administrator shall become final and conclusive and immediately due and payable. If such application is made, the Tax Administrator shall give not less than five (5) days written notice in the manner prescribed herein to the operator to show cause at a time and place fixed in said notice why said amount specified therein should not be fixed for such tax, interest and penalties. At such hearing, the operator may appear and offer evidence why such specified tax, interest and penalties should not be so fixed. After such hearing the Tax Administrator shall determine the proper tax to be remitted and shall thereafter give written notice to the person in the manner prescribed herein of such determination and the amount of such tax, interest and penalties. The amount determined to be due shall be payable after fifteen (15) days unless an appeal is taken as provided in Section 75009.

Section 75009. Appeal. Any operator aggrieved by any decision of the Tax Administrator with respect to the amount of such tax, interest and penalties, if any, may appeal to the Board of Supervisors by filing a notice of appeal with the county clerk within fifteen (15) days of the serving or mailing of the determination of tax due. The Board of Supervisors shall fix a time and place for hearing such appeal, and the county clerk shall give notice in writing to such operator at his last known place of address. The findings of the Board of Supervisors shall be final and conclusive and shall be served upon the appellant in the manner prescribed above for service of notice of hearing. Any amount found to be due shall be immediately due and payable upon the service of notice.

Section 75010. Records. It shall be the duty of every operator liable for the collection and payment to the county of any tax imposed by this chapter to keep and preserve, for a period of three years, all records as may be necessary to determine the amount of such tax as he may have been liable for the collection of and payment to the county, which records the Tax Administrator shall have the right to inspect at all reasonable times.

Section 75011. Refunds.

(a) Whenever the amount of any tax, interest or penalty has been overpaid or paid more than once or has been erroneously or illegally collected or received by the county under this chapter it may be refunded as provided in subparagraphs (b) and (c) of this section provided a claim in writing therefor, stating under penalty of perjury the specific grounds upon which the claim is founded, is filed with the Tax Administrator within three years of

the date of payment. The claim shall be on forms furnished by the Tax Administrator.

(b) An operator may claim a refund or take as credit against taxes collected and remitted the amount overpaid, paid more than once or erroneously or illegally collected or received when it is established in a manner prescribed by the Tax Administrator that the person from whom the tax has been collected was not a transient; provided, however, that neither a refund nor a credit shall be allowed unless the amount of the tax so collected has either been refunded to the transient or credited to rent subsequently payable by the transient to the operator.

(c) A transient may obtain a refund of taxes overpaid or paid more than once or erroneously or illegally collected or received by the county by filing a claim in the manner provided in subparagraph (a) of this section, but only when the tax was paid by the transient directly to the Tax Administrator, or when the transient having paid the tax to the operator, establishes to the satisfaction of the Tax Administrator that the transient has been unable to obtain a refund from the operator who collected the tax.

(d) No refund shall be paid under the provisions of this section unless the claimant establishes his right thereto by written records showing entitlement thereto.

Section 75012. Actions to Collect. Any tax required to be paid by any transient under the provisions of this chapter shall be deemed a debt owed by the transient to the county. Any such tax collected by an operator which has not been paid to the county shall be deemed a debt owed by the operator to the county. Any

person owing money to the county under the provisions of this chapter shall be liable to an action brought in the name of the County of Plumas for the recovery of such amount.

Section 75013. Violations; Misdemeanor. Any person violating any of the provisions of this chapter shall be guilty of a misdemeanor and shall be punishable therefor by a fine of not more than five hundred dollars (\$500) or by imprisonment in the county jail for a period of not more than six months or by both such fine and imprisonment.

Any operator or other person who fails or refuses to register as required herein, or to furnish any return required to be made, or who fails or refuses to furnish a supplemental return or other data required by the Tax Administrator, or who renders a false or fraudulent return or claim, is guilty of a misdemeanor, and is punishable as aforesaid. Any person required to make, render, sign or verify any report or claim who makes any false or fraudulent report or claim with intent to defeat or evade the determination of any amount due required by this chapter to be made, is guilty of a misdemeanor and is punishable as aforesaid.

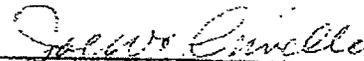
~~7~~  
Section 2. If any section, subsection, subdivision, paragraph, sentence, clause or phrase of this ordinance or any part thereof is for any reason held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this ordinance or any part thereof. The Board of Supervisors hereby declares that it would have passed each section, subsection, subdivision, paragraph, sentence, clause or phrase thereof, irrespective of the fact that

any one or more sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases be declared unconstitutional.

Section 3. This ordinance shall be effective thirty (30) days from and after the date of its passage except that the tax imposed by this ordinance shall become operative and be imposed on April 1, 1965, and shall not apply prior to said date.

The foregoing Ordinance was duly passed and adopted by the Board of Supervisors of the County of Plumas, State of California, at a regular meeting of said Board held on the 1st day of February, 1965, by the following vote:

AYES:	Supervisors:	Larison, Purdy, Donnerwirth and Grivello.
NOES:	Supervisors:	Hunter.
ABSENT:		None.

  
Chairman of said Board

ATTEST:

LOIS KEHRER, County Clerk and ex-officio  
Clerk of said Board of Supervisors

By   
Deputy Clerk

ORDINANCE NO. 79-350

AN ORDINANCE OF THE COUNTY OF PLUMAS, STATE OF CALIFORNIA, AMENDING SECTION 3-4.03 OF CHAPTER 4 OF TITLE 3 OF THE PLUMAS COUNTY CODE (Increasing Transient Occupancy Tax from Four Percent to Six Percent.)

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

Section 1. Section 3-4.03 of Chapter 4 of Title 3 of the Plumas County Code is hereby amended to read as follows:  
Sec. 3-4.03. Tax Imposed.

For the privilege of occupancy in any hotel within the unincorporated area of the County, each transient shall pay a tax in the amount of six (6%) percent of the rent charged by the operator. Such tax shall constitute a debt owed by the transient to the County, which debt shall be extinguished only by payment to the operator or to the County. The transient shall pay the tax to the operator of the hotel at the time the rent is paid. If the rent is paid in installments, a proportionate share of the tax shall be paid with each installment. The unpaid tax shall be due upon the transient's ceasing to occupy space in the hotel. If for any reason the tax due is not paid to the operator of the hotel, the Tax Administrator may require that such tax shall be paid directly to the Tax Administrator.

Section 2. This ordinance shall become effective and operative on January 1, 1980.

The foregoing ordinance was duly passed and adopted by the Board of Supervisors of the County of Plumas, State of California, at a regular meeting of said Board held on the 13th day of November 1979, by the following vote:

- AYES: Supervisors: Ross, Wallenbrock, Rogers and Papenhausen
- NOES: Supervisors: None
- ABSENT: Supervisors: Coates

*Russell W. Papenhausen*  
Chairman, Board of Supervisors

ATTEST:

*J. L. ...*  
County Clerk and ex-officio  
Clerk of said Board of Supervisors

1990

## ORDINANCE No. 90 - 741

AN ORDINANCE OF THE COUNTY OF PLUMAS AMENDING SECTIONS 3-4.02, 3-4.03, 3-4.05, 3-4.06 and 3-4.12.1 OF CHAPTER 4 OF TITLE 3 OF THE PLUMAS COUNTY CODE (Increase of Transient Occupancy Tax from 6 percent to 9 percent; Changes in Definitions).

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

Section 1. Legislative Findings and Declaration.

The Board of Supervisors finds that the transient occupancy tax rate levied in northern California counties averages nine percent (9%), and that increasing the rate in Plumas County to nine percent will not cause the county's lodging industry to be at a competitive disadvantage.

An increase in the tax is necessary to supplement the county's general revenue in order to maintain local public services that are highly valued by the citizens of the county, such as sheriff's patrol, libraries, recreational programs, and business and tourism development. Without additional revenue from the "TOT" tax, these services would be adversely affected by a reduced level of funding caused by the State of California's failure to fund properly state-mandated programs carried out by local government.

It is further declared that the three-percent increase imposed by this ordinance shall be general revenue available for expenditure as the board of supervisors shall decide in future budgetary decisions. This board of supervisors recommends that it and future boards be guided by an allocation of the three-percent increase as follows: half to the chamber of commerce; a quarter to county-wide recreational programs; five percent to the supervisors' recreational fund; and the remainder to libraries, sheriff's patrol, and other "local option" services.

Section 2. Section 3-4.02 of Chapter 4 of Title 3 of the Plumas County Code is hereby amended to read as follows:

Sec. 3-4.02. Definitions.

For the purpose of interpreting this chapter, the following definitions are intended to be controlling:

(a) "Lodging" shall mean any building, portion of a building, reserved outdoor space, or other premises rented for use by transients for overnight lodging. A "lodging" shall not include an "organized camp" as defined in Section 18897 of the State Health and Safety Code. A "lodging" shall refer to the following premises, among others but not exclusively: motel, hotel, inn, tourist home, bed and breakfast, rooming house, apartment house, mobile home park, recreational vehicle park, campground, or parking area.

(b) "Occupancy" shall mean the use, or the right to use, any building, portion of a building, reserved outdoor space, or other premises for the purpose of overnight lodging.

(c) "Operator" shall mean a person who holds the legal right to possess and control a lodging, or who owns or holds record title to a lodging.

(d) "Person" shall mean a natural person acting as an individual or sole proprietorship, or any group or combination of natural persons, or any business entity such as a partnership, joint venture, association, club, corporation, trust, syndicate or other form of entity.

(e) "Rent" shall mean the fee, charge, or other valuable consideration received by an operator as gross proceeds paid by a transient for lodging; also, "rent" shall refer to such receipts in the form of money or in-kind goods and services prior to any deduction for any reason whatsoever.

(f) "Tax Administrator" shall mean the Treasurer and Tax Collector of the County.

(g) "Transient" shall mean any person or group of persons having occupancy of a lodging for a period of thirty (30) consecutive calendar days or less, regardless of the form of agreement, license, permit, or entitlement. Any person or group actually occupying a lodging shall be deemed to be transient until the period of thirty (30) days has expired, unless there is an agreement in writing between the operator and the occupant that provides for a period of occupancy longer than thirty (30) days.

Section 3. Section 3-4.03 of Chapter 4 of Title 3 of the Plumas County Code is hereby amended to read as follows:

Sec. 3-4.03. Tax imposed.

For the privilege of occupying a lodging within the unincorporated area of the County, each transient shall pay a tax in the amount of nine (9%) percent of the rent charged by the operator. Such tax shall constitute a debt owed by the transient to the county, and that debt can be satisfied only by payment in full to the operator or to the County. The transient shall pay the tax to the operator at the time that the rent is paid. If the rent is paid in installments, a proportionate share of the tax shall be paid with each installment. The unpaid tax shall be due upon the transient's termination of the lodging. If for any reason the tax due is not paid to the operator of the lodging, the Tax Administrator may require that such tax be paid directly to the Tax Administrator.

Section 4. Section 3-4.05 of Chapter 4 of Title 3 is hereby amended to read as follows:

Sec. 3-4.05. Duties of operators.

Each operator shall collect the tax imposed by the provisions of this chapter to the same extent and at the same time as the rent is collected from every transient. The amount of tax shall be separately stated from the amount of the rent charged, and each transient shall receive a receipt for payment of rent from the operator. No operator of a lodging shall advertise or state in any manner, whether directly or indirectly, that the tax, or any part of it, will be assumed or absorbed by the operator, or that it will not be added to the rent, or that any part will be refunded, except in the manner provided in this chapter.

Section 5. Section 3-4.06 of Chapter 4 of Title 3 is hereby amended to read as follows:

Sec. 3-4.06. Registration of operators.

Within ten (10) days after commencing business, each operator of a lodging, located within the unincorporated area of the County, who rents occupancies to transients, shall register the lodging with the Tax Administrator. The Tax Administrator shall provide the operator with a "Transient Occupancy Registration Certificate" which shall be posted at all times in a conspicuous place at the lodging. The certificate shall include, but is not limited to, the following information:

- (a) The name of the operator;
- (b) The address of the lodging;
- (c) The date when the certificate was issued; and
- (d) A statement to the effect that the certificate means that the operator has registered for the purpose of collecting and remitting the tax, and that the certificate is not to be construed as a permit or authorization for any other purpose.

6. Section 3-4.12.1 of Chapter 4 of Title 3 of the Plumas County Code is hereby amended to read as follows:

Sec. 3-4.12.1. Change in ownership: Notification to the County.

When ownership of a lodging is transferred, the following duties arise:

(a) Duty of transferor. Prior to a change of ownership of a lodging, the transferor (seller) or operator of the lodging shall notify the Tax Administrator in writing of the sale no later than fifteen (15) days before the close of escrow or the transfer of title.

(b) Duty of transferee. Prior to the change of ownership of a lodging, the transferee (buyer) or prospective operator of the lodging shall notify the Tax Administrator in writing of the sale no later than fifteen (15) days before the close of escrow or the transfer of title.

(c) Effect of notice. If proper notice is given by the parties to a transfer of ownership of a lodging, an audit may be performed by the Tax Administrator in order to determine any tax liability of the transferor (seller) prior to the change in ownership. If proper notice was given, the County will release the transferee (buyer) from any tax liability arising prior to the change of ownership, even if no audit was conducted.

If proper notice is not given by either the transferor or transferee, the new owner shall be liable for the payment of any additional tax, interest, or penalty resulting from an audit of the records of the transferor (pursuant to Section 3-4.11). This section shall be deemed constructive notice to all new owners of lodgings that they shall assume liability for all unpaid taxes when the Tax Administrator is not properly notified as set forth in this section.

Section 7. Severability.

If a court declares any portion or section of this ordinance to be void as a matter of law, the remaining portions or sections not affected by the court ruling shall continue with full legal force and effect.

Section 8. Effective date; operative date; publication; codification.

Pursuant to Government Code section 25123(c), this ordinance shall take effect immediately upon passage, provided that the operative date of sections 2 through 6, inclusive, shall be November 1, 1990. Within fifteen (15) days of passage, this ordinance shall be published once in the Feather River Bulletin showing the vote for and against.

Sections 2 through 6, inclusive, shall be codified, and the remaining sections shall be uncodified.

The foregoing ordinance was duly passed and adopted by the Board of Supervisors of the County of Plumas, State of California, at a regular meeting of said board held on the 15 day of October, 1990, by the following vote:

AVES: Supervisors: Joyce Scroggs, John Schramel,  
Jim Smith and Bill Coates

NOES: Supervisors: Donald Woodhall

ABSENT: Supervisors: None

Bill Coates  
Chairman, Board of Supervisors

ATTEST:

Thomas L. Johnson  
County Clerk and ex-officio Clerk  
of said Board of Supervisors



4A

**DEPARTMENT OF FACILITY SERVICES & AIRPORTS**

198 ANDY'S WAY, QUINCY, CALIFORNIA 95971-9645  
(530) 283-6299 FAX: (530) 283-6103

Kevin Correira  
Director

Board Meeting: June 1, 2021

To: The Honorable Board of Supervisors

From: Kevin Correira, Director

Subject: Approve and Authorize Facility Services and Airports to recruit and fill one additional allotted full time Building and Grounds Maintenance worker I/II as approved by the board on March 22, 2021

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**Background**

Facilities would like to advertise for a full time Building and Grounds Maintenance Worker I/II to fill a recent addition to our FTE allotment in our department, this is a newly allotted budgeted position.

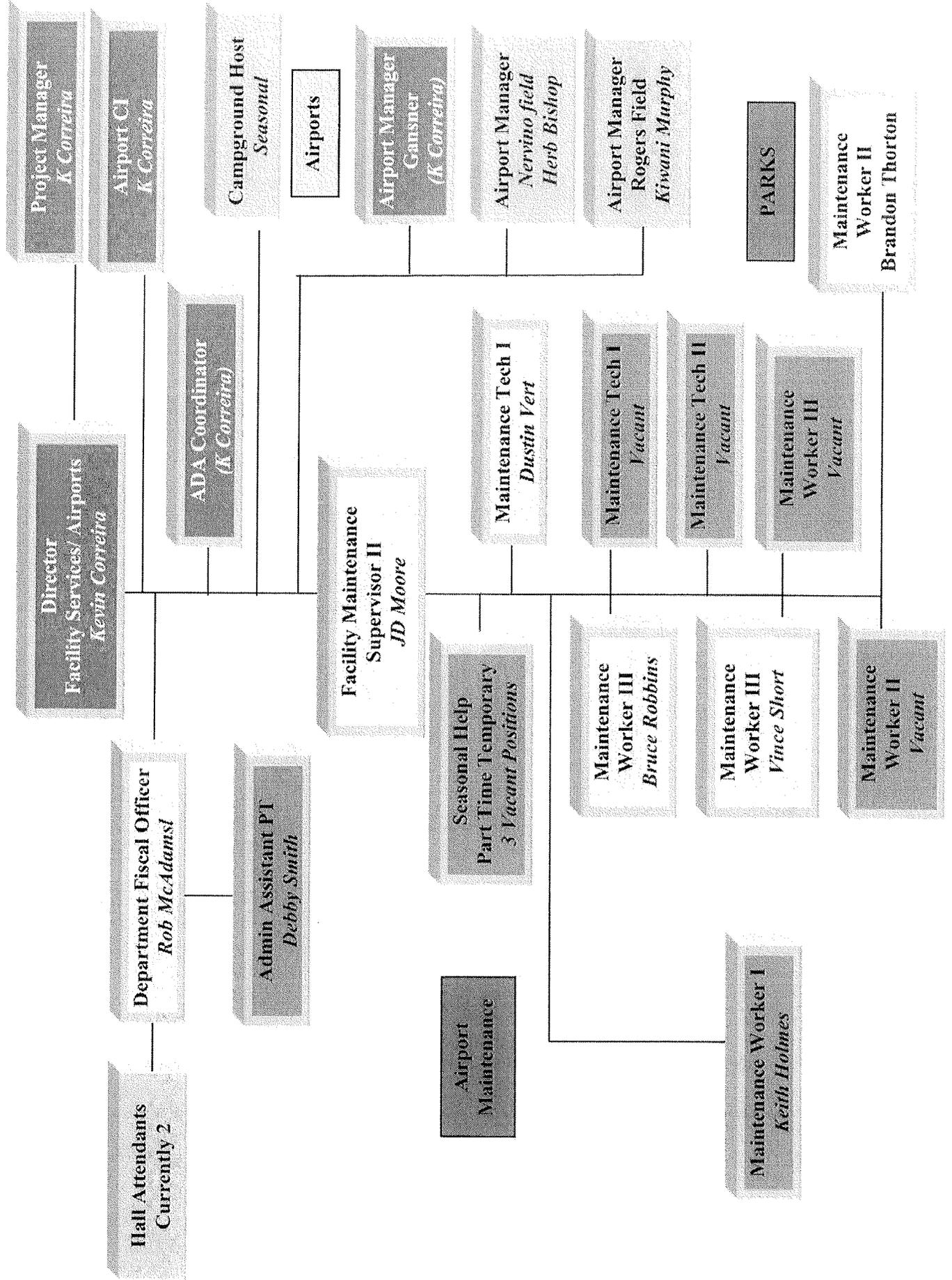
**Recommendation**

Approve and Authorize Facility Services to recruit and fill for a new full time building and Grounds Maintenance Worker I/II.

QUESTIONS FOR STAFFING CRITICAL POSITIONS CURRENTLY ALLOCATED FOR  
FISCAL YEAR 2020/2021

1. Is this a legitimate business, statutory, or financial justification to fill the position? *yes*
  2. Why is it critical that this position be filled at this time? *WE HAVE MORE WORK THAT CAN BE DONE.*
  3. How long has this position been vacant? *THIS IS A NEW ALLOCATION*
  4. Can the department use other wages until the next budget cycle? *WE CAN WAIT UNTIL NEW BUDGET TO HIRE*
  5. What are staffing levels at other counties for similar departments and/or positions?  
*UNKNOWN*
  6. What core function will be impacted without filling the position prior to July 1<sup>st</sup>?  
*NONE*
  7. What negative fiscal impact will the County suffer if the position is not filled prior to July 1<sup>st</sup>?  
*DEPENDS ON THE TIME THE NEW BIO MASS NEEDS TO MAINTAIN. SOME JOBS MAY NOT BE ATTENDED TO IN A TIMELY MANNER.*  
A non-general fund department head need to satisfy that he/she has developed a budget reduction plan in the event of the loss of future state, federal or local funding? What impact will this reduction plan have to other County departments?  
*NONE*
  8. Does the Department expect other financial expenditures which will impact the general fund and are not budgeted such as audit exceptions?  
*NO*
  9. Does the budget reduction plan anticipate the elimination of any of the requested positions?  
*NO*
- Departments shall provide an estimate of future general fund support for the next two years and how the immediate filling of this position may impact, positively or negatively, the need for general fund support?
10. Does the department have a reserve? If yes, provide the activity of the department's reserve account for the last three years?  
*NO.*

**Department of Facility Services- Organizational Chart  
As Of 07/02/2020**



**RESOLUTION TO REVISE PLUMAS COUNTY POSITION ALLOCATION FOR FACILITY SERVICES TO FLEXIBLY ALLOCATE THE POSITIONS OF BUILDING AND GROUNDS MAINTENANCE WORKER I/II/III FOR DEPARTMENT #20120**

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

**WHEREAS**, this position is necessary in the daily operational needs of the Facility Services' Department; and

**WHEREAS**, the Human Resources Director will amended the position allocation plan to add the additional 1.0 FTE for the classification of Building and Grounds Maintenance Worker I, II, or III; and

**WHEREAS**, this request was brought to the attention of the Human Resources Director who is now requesting approval of this resolution to amend the 2020/2021 Position Allocation for fund #20120; and

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

Approve the amendments to the Fiscal Year 2020/2021 Position Allocation to flexibly allocate and add 1.0 FTE to the following positions:

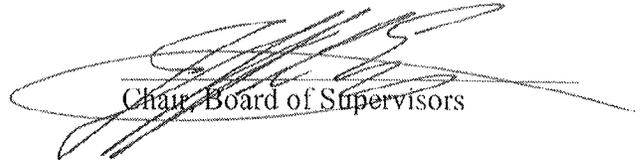
<u>Facility Services</u>	<u>Current FTE</u>
Building and Grounds Maintenance Worker I, <i>OR</i>	3.00
Building and Grounds Maintenance Worker II,	
	<u>Proposed FTE</u>
Building and Grounds Maintenance Worker I, <i>OR</i>	4.00
Building and Grounds Maintenance Worker II, <i>OR</i>	
<b>Building and Grounds Maintenance Worker III</b>	

The foregoing Resolution was duly passed and adopted by the Board of Supervisors of the County of Plumas, State of California, at a regular meeting of said Board on the 2nd day of March, 2021 by the following vote:

**AYES:** Supervisors: Hagwood, Thrall, Ceresola, Goss, Engel

**NOES:** Supervisors: None

**ABSENT:** Supervisors: None

  
Chair, Board of Supervisors

  
Deputy Clerk, Board of Supervisors

4B

**DEPARTMENT OF HUMAN RESOURCES**

520 Main Street, Room 115, Quincy, California 95971  
(530) 283-6444 FAX (530) 283-6160  
Email: [nancyselvage@countyofplumas.com](mailto:nancyselvage@countyofplumas.com)



**DATE:** May 10, 2021  
**TO:** The Honorable Board of Supervisors  
**FROM:** Nancy Selvage, Human Resources Director  
**SUBJECT:** AGENDA ITEM FOR BOARD OF SUPERVISORS MEETING OF MAY 18, 2021.  
**RE: APPROVE RESOLUTION RATIFYING THE MEMORANDUM OF UNDERSTANDING BETWEEN THE COUNTY OF PLUMAS AND THE CRAFTS & TRADES BARGAINING UNIT REPRESENTED BY OPERATING ENGINEERS LOCAL #3.**

**IT IS RECOMMENDED THAT THE BOARD:**

Approve resolution to ratify the Memorandum of Understanding for the Crafts & Trades Bargaining Unit, represented by Operating Engineers Local #3.

**BACKGROUND AND DISCUSSION:**

The County negotiation team has met in good faith with the bargaining team of Operating Engineers to reach a tentative agreement. The tentative agreement for the Crafts & Trades Unit contains the following:

**1. Proposal 1 - Term**

The County counter-proposes that the term of the successor MOU be July 1, 2020 to June 30, 2022.

**2. Proposal 2 - Wage**

The County counter-proposes that base wages increase 2.0% effective the first full pay period following Board adoption of the successor MOU.

**3. Proposal 3 – Longevity**

The County reiterates and includes in the package its July 10, 2020 counter-proposal which seeks to amend Section 2.03 as follows:

An employee's salary shall be increased five percent (5%) at the following times: upon completion of seven (7), ten (10), fourteen (14), eighteen (18) and twenty-one (21) years of full-time continuous and compensated service, or the equivalent, measured from the date of hire.

**4. Proposal 4 – Health Insurance**

Effective the first full month following Board of Supervisors adoption of the successor MOU, the County proposes to amend Section 4.01(a) as follows:

Each month, the County shall contribute up to the following amount to fund the combined premiums for employee medical, dental, life and vision insurance for each benefit level:

Employee Only:        \$711.20

Employee Plus One: \$1,421.60

Full Family:         \$1,920.00

Each employee may select Plan A, Plan B, Plan C or Plan D from the Operating Engineers Health and Welfare Plan so long as the selected plan complies with the Affordable Care Act.

**5. Proposal 5 – Tool Allowance**

The County reiterates and includes in the package its July 10, 2020 counter-proposal which accepts the Union's proposal to increase the tool allowance and seeks to amend Section 7.01 as follows:

In July of each year, classifications currently receiving a tool allowance shall receive seven hundred fifty dollars (\$750) per year. Expanded eligibility for tool allowance beyond the current classifications receiving tool allowance shall be mutually agreed upon between the Union and the County.

**6. Proposal 6 – Clothing**

The County reiterates and includes in the package its July 10, 2020 counter-proposal which accepts the Union’s proposal to increase the clothing allowance and seeks to amend Section 7.02 as follows:

- (a) Road crew field personnel are required to provide at their own expense and wear safety shirts subject to the conditions established by the Road Commissioner, or be subject to disciplinary action.
- (b) Road Department field personnel and mechanics/welder shall provide their own insulated coveralls, rain gear, and boots at their own expense.
- (c) The County will provide the full cost of coverall cleaning service for employees in the classification of Equipment Service Worker, Equipment Mechanics I/II, Welder, and Lead Equipment Mechanic. The assignment, frequency and service provider to be determined by the Public Works Director.
- (d) Each July 1, the County shall provide a Safety-Clothing/Boot Allowance of Four Hundred Fifty (\$450.00) per year for full-time employees who are required to wear safety-clothing and wear heavy-duty boots in their routine County work assignments. The following classifications are eligible for the Safety-Clothing/Boot Allowance which shall be paid with the first full pay period of each fiscal year, or with their first paycheck after assignment to an eligibility classification:

Crafts & Trades Unit Job Classifications
• Equipment Service Worker
• Lead Power Equipment Mechanic
• Mechanic / Shop Technician
• Power Equipment Mechanic I
• Power Equipment Mechanic II

• Public Works Maintenance Lead Worker
• Public Works Maintenance Worker I
• Public Works Maintenance Worker II
• Public Works Maintenance Worker III
• Welder

It is my recommendation to approve the attached Resolution. Thank you for your consideration in this matter.

**RESOLUTION NO. 2021- \_\_\_\_\_**

**RESOLUTION RATIFYING THE MEMORANDUM OF UNDERSTANDING  
BETWEEN THE COUNTY OF PLUMAS AND THE BARGAINING UNIT  
OF CRAFTS & TRADES REPRESENTED BY  
OPERATING ENGINEERS LOCAL #3**

**WHEREAS**, the negotiation team for the Board of Supervisors and the negotiation team for the Crafts & Trades Unit represented by Operating Engineers Local #3 have met and conferred in good faith and have reached a tentative agreement for a Memorandum of Understanding covering wages, hours and other terms and conditions of employment, for the Crafts & Trades Unit employees. The period covered under this tentative agreement is July 1, 2020 through June 30, 2022.

**WHEREAS**, the Board of Supervisors has reviewed and concurs with terms and conditions of the Memorandum of Understanding for the General Unit and the Mid-Management Unit.

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

1. Board of Supervisors ratifies and accepts the Memorandum of Understanding for the Crafts & Trades Unit has set forth in the copies of the Memorandum of Understanding attached to this Resolution as Exhibit A.
2. The County Auditor/Controller and Human Resources Director, are hereby directed to implement the provisions of these Memorandum of Understanding and the Board Chair is authorized to execute the individual Memorandum of Understanding and any other documents related hereto in order to carry out this ratification.

The foregoing Resolution was duly passed and adopted by the Board of Supervisors of the County of Plumas, State of California, at a regular meeting of said Board held on the 1st day of June 2021 by the following vote:

AYES:  
NOES:  
ABSENT:

ATTEST:

\_\_\_\_\_  
Chair, Board of Supervisors

\_\_\_\_\_  
Clerk of the Board



4C1

## BOARD OF SUPERVISORS STAFF REPORT

**TO:** Honorable Board of Supervisors

**FROM:** Tracey Ferguson, AICP, Planning Director 

**MEETING DATE:** June 1, 2021

**SUBJECT:** AUTHORIZATION FOR THE PLANNING DEPARTMENT TO RECRUIT AND FILL THE VACANCY OF ONE (1) FTE ASSISTANT/ASSOCIATE/SENIOR PLANNER FLEXIBILITY ALLOCATED POSITION; DISCUSSION AND POSSIBLE ACTION

### RECOMMENDATION

Authorize Planning Department to recruit and fill the vacancy of one (1) FTE Assistant/Associate/Senior Planner flexibility allocated position.

### BACKGROUND

As of the result of the resignation the Assistant/Associate/Senior Planner position effective May 30, 2021, there exists a vacancy.

The Planning Department is requesting to recruit and fill this position immediately.

This position is funded and allocated in the FY 20/21 Planning Department budget.

The completed critical staffing questionnaire, departmental organizational chart, and job descriptions are attached.

### ATTACHMENTS

1. Critical staffing questionnaire
2. Departmental organizational chart
3. Job descriptions

QUESTIONS FOR STAFFING CRITICAL POSITIONS  
CURRENTLY ALLOCATED FOR FISCAL YEAR 2020/2021

1. Is this a legitimate business, statutory, or financial justification to fill the position?

**Yes – the Planning Department is an essential function that performs technical reviews of land use and permit applications, prepares statutorily required environmental documentation, and provides customer service in explaining County ordinances and regulations to the public.**

2. Why is it critical that this position be filled at this time?

**The Planning Department is staffed with three (3) positions – Director, Assistant Director, and Assistant/Associate/Senior Planner. The Department will not be able to serve the public adequately, in working with other County departments such as Building, to process permits without filling this position.**

3. How long has this position been vacant?

**Vacant as of June 1, 2021.**

4. Can the department use other wages until the next budget cycle?

**The Planning Department’s budget line item for wages in the FY 20/21 budget includes funds for this position.**

5. What are staffing levels at other counties for similar departments and/or positions?

**Generally speaking staffing levels at other similar rural counties are consistent in that staff is limited with smaller planning departments.**

6. What core function will be impacted without filling the position prior to July 1<sup>st</sup>?

**Core functions of the position include building and planning permit processing, which affects the public’s ability to receive approved permits and begin the construction process, which in turn affects the County’s economy.**

7. What negative fiscal impact will the County suffer if the position is not filled prior to July 1<sup>st</sup>?

**The negative fiscal impact on the County will be the compromised ability and likely inability in some aspects to process building and planning permit applications in a timely manner.**

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

8. Does the Department expect other financial expenditures which will impact the general fund and are not budgeted such as audit exceptions?

**No.**

9. Does the budget reduction plan anticipate the elimination of any of the requested positions?

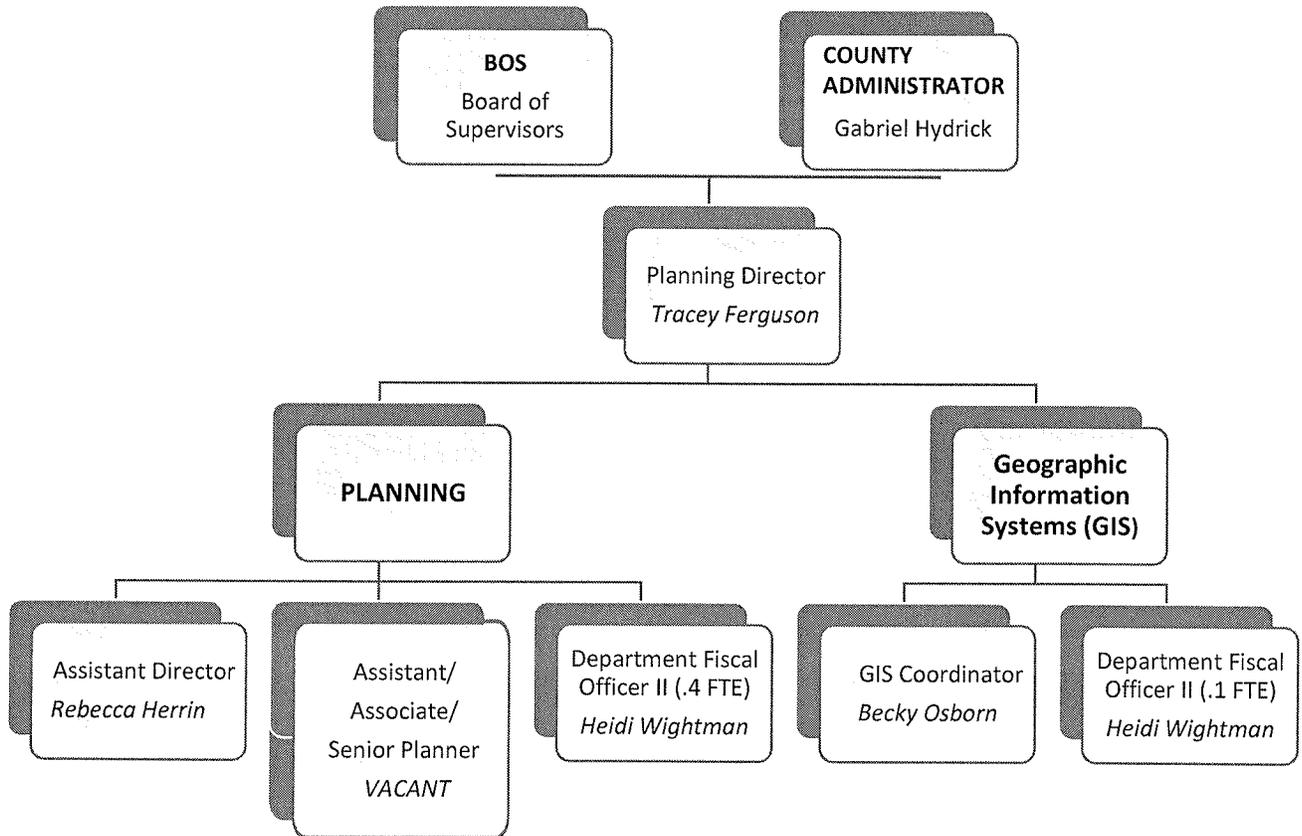
**No.**

*Departments shall provide an estimate of future general fund support for the next two years and how the immediate filling of this position may impact, positively or negatively, the need for general fund support? Building and planning permit applications are and have been on the rise over the past two years. This trend is anticipated to continue into FY 21/22 and beyond. The immediate filling of this position and the ability to process permits will positively impact the General Fund by increased revenue.*

10. Does the department have a reserve?

**No.**

**Planning Department  
GIS Department  
Organizational Chart**



## **ASSISTANT PLANNER**

### **DEFINITION**

Under general supervision, to perform professional planning assignments in the County Planning Department; to participate in planning studies, environmental reviews, community design, and general plan preparation; to assist with planning policy formulation and implementation; and to do related work as required.

### **DISTINGUISHING CHARACTERISTICS**

This is the entry and first working level in the professional Planner class series. Incumbents receive relatively close supervision while performing basic planning assignments. This class differs from the next higher level of Associate Planner in that Associate level incumbents have greater decision-making latitude and more independent responsibilities in performing job assignments. An incumbent at the Assistant Planner level who demonstrates sound work habits and the ability to perform independent assignments may expect promotion to the Associate Planner level, when the requisite experience has been gained.

### **REPORTS TO**

Planning Director.

### **CLASSIFICATIONS DIRECTLY SUPERVISED**

None.

## **ASSISTANT PLANNER - 2**

### **EXAMPLES OF DUTIES**

Gathers data and information for planning studies and long range planning policy development; assists with preparation of general plan elements; assists with current planning assignments; assists with and prepares project reports; conducts research and performs data analysis; processes applications for planning projects, such as special use permits, zoning changes, and site development permits; coordinates application reviews with other departments; provides staff support for LAFCO and performs projects related to annexations, consolidations, and district changes; may conduct inspections of sites to ensure compliance with General Plan and Zoning Codes; assists with the preparation and prepares environmental studies; assists with the preparation of public presentations; participates in the environmental review of proposed projects; assists with the implementation of general plan amendments and specific planning requirements; assists with the revision of planning ordinances; interprets use permits in accordance applicable ordinances and regulations; performs basic reviews of site development plans and may prepare and present staff reports on routine items for the Zoning Administrator and elected or appointed boards and commissions which hear and act upon public planning issues and matters; prepares or assists with the preparation of maps and graphs; receives zoning violation complaints; answers public inquiries regarding planning issues, permit procedures, and zoning.

### **TYPICAL PHYSICAL REQUIREMENTS**

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

### **TYPICAL WORKING CONDITIONS**

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

## ASSISTANT PLANNER - 3

### DESIRABLE QUALIFICATIONS

#### Knowledge of:

- Principles, techniques, and knowledge of land use planning.
- Current trends in land use planning and community design.
- Research and statistical methods.
- Environmental impacts of changes in land use.
- Graphic illustration and presentation.

#### Ability to:

- Assist with planning studies and environmental reviews.
- Collect, compile, and analyze technical, statistical, and other information related to public planning.
- Assist with the preparation of planning and zoning reports.
- Read and understand laws, ordinances, general plan elements, environmental impact statements, and other documents related to community planning and land use.
- Read and interpret maps.
- Operate a personal computer and use appropriate software in the performance of professional planning work.
- Make effective oral and written presentations.
- Effectively represent the Planning Department and the Land Use Ordinances and policies in answering questions, responding to inquiries, providing assistance, and dealing with concerns from the public, community organizations, other County staff, and other agencies.
- Establish and maintain cooperative working relationships.

Training and Experience: Any combination of training and experience which would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the required knowledge and abilities would be:

Equivalent to graduation from a four (4) year college or university with major work in planning, or a closely related field. Previous experience performing technical planning support assignments is desirable.

Special Requirement: Possession of a valid and current California Driver's License issued by the Department of Motor Vehicles.

## **ASSOCIATE PLANNER**

### **DEFINITION**

Under direction, to perform a variety of assignments in the preparation and distribution of planning reports; to represent the Planning and Building Department to groups and organizations as directed; to perform technical reviews of land use and permit applications, environmental impact reports, and environmental statements; to assist with planning policy formulation and implementation; to explain ordinances, resolutions, regulations and County policies to the public; and to do related work as required.

### **DISTINGUISHING CHARACTERISTICS**

This is the experienced working level in the professional Planner class series. Incumbents perform a variety of professional planning work with minimal guidance and supervision. Incumbents have greater decision-making latitude and work independence than Assistant Planners. However, they do not have the lead and work coordination responsibilities of a Senior Planner.

### **REPORTS TO**

Director of Planning and Building and Assistant Planning Director.

### **CLASSIFICATIONS DIRECTLY SUPERVISED**

None.

## **ASSOCIATE PLANNER - 2**

### **EXAMPLES OF DUTIES**

- Researches, reviews, and analyzes information and data for the preparation of planning reports on both current and long range issues.
- Prepares zoning change proposals, conditional use permits, variances, site plan reviews, general plan amendments, parcel map reviews, and other items.
- Assists with the preparation of environmental assessments for compliance with the California Environmental Quality Act; prepares and/or reviews environmental impact reports.
- Reviews information and develops mitigation measures for environmental problems.
- Prepares notices of pending public hearing items for review by others.
- Incorporates comments into staff reports.
- Develops conditional requirements consistent with report comments.
- Assists with planning ordinances and amendments.
- Reviews building permits for zoning regulation compliance.
- Prepares general plan elements.
- Interprets use permits in accordance applicable ordinances and regulations.
- Performs reviews of site development plans prepares and presents staff reports for the Zoning Administrator and boards and commissions concerned with land use issues and policies.
- Receives complaints regarding violations of Planning and Zoning Codes.
- Conducts field investigations to confirm violations.
- Provides information and develops correction plans regarding violations.
- may represent the Planning and Building Department in Court.
- Answers public inquiries regarding planning issues, permit procedures, and zoning.

### **TYPICAL PHYSICAL REQUIREMENTS**

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

### **TYPICAL WORKING CONDITIONS**

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

## ASSOCIATE PLANNER - 3

### DESIRABLE QUALIFICATIONS

#### Knowledge of:

- Purposes and procedures of public planning agencies, boards, and governing bodies.
- Laws, regulations, and ordinances governing planning, zoning, and land use.
- Principles, techniques, and trends of land use planning.
- Research and statistical methods.
- Environmental impacts of changes in land use.
- Graphic illustration and presentation.

#### Ability to:

- Perform a variety of planning studies and environmental reviews.
- Collect, compile, and analyze technical, statistical, and other information related to public planning.
- Prepare comprehensive and concise planning and zoning reports.
- Read and understand laws, ordinances, general plan elements, environmental impact statements, and other documents related to community planning and land use.
- Read and interpret maps.
- Make effective oral and written presentations.
- Operate a personal computer and use appropriate software in the performance of professional planning work.
- Effectively represent the Planning and Building Department in answering questions, responding to inquiries, providing assistance, and dealing with concerns from the public, community organizations, other County staff, and other agencies.
- Establish and maintain cooperative working relationships.

## **ASSOCIATE PLANNER - 4**

**Training and Experience:** Any combination of training and experience which would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the required knowledge and abilities would be:

Two (2) years of responsible experience in public planning work equivalent to an Assistant Planner with Plumas County.

**Special Requirement:** Must possess a valid driver's license at time of application and a valid California Drivers License by the time of appointment. The valid California License must be maintained throughout employment.

## **SENIOR PLANNER**

### **DEFINITION**

Under direction, to perform a variety of the more difficult, complex, and specialized assignments in the preparation and distribution of planning reports; to represent the Planning and Building Department with groups and organizations as delegated; to perform technical reviews of land use and permit applications, environmental impact reports, and environmental statements; to assist with planning policy formulation and implementation; to explain ordinances, resolutions, regulations and County policies to the public; to provide lead direction and coordination for other staff; and to do related work as required.

### **DISTINGUISHING CHARACTERISTICS**

This is the most advanced working and lead level in the professional Planner class series. Incumbents perform a variety of the most complex and specialized professional planning work with minimal guidance and supervision. They also provide lead direction and work coordination for other staff. An incumbent may be assigned to represent the Planning and Building Department on standing committees.

### **REPORTS TO**

Director of Planning and Building, Assistant Planning Director.

### **CLASSIFICATIONS DIRECTLY SUPERVISED**

Provides lead direction and project coordination for other staff.

## **EXAMPLES OF DUTIES**

- Researches, reviews, and analyzes information and data for the preparation of planning reports on both current and long range issues.
- Prepares zoning change proposals, conditional use permits, variances, site plan reviews, general plan amendments, land division reviews, and other items.
- Participates in the subdivision and use permit application processing procedures.
- Prepares environmental assessments for compliance with the California Environmental Quality Act.
- Prepares and reviews environmental impact reports.
- Reviews information and develops mitigation measures for environmental problems.
- Prepares notices of pending public items.
- Incorporates mitigations and comments into staff reports.
- Develops conditional requirements consistent with reports and comments.
- Prepares planning ordinances and amendments.
- Reviews building permits for zoning regulation compliance.
- Prepares general plan elements.
- Monitors use permits for compliance with applicable ordinances and regulations.
- Reviews building plans for necessary compliance with pertinent County codes.
- May serve as a primary staff person for assigned committees.
- Performs reviews of site development plans
- Performs in-depth title searches.
- Enforces Noise Ordinances.
- Assists with Department budget preparation and purchasing.
- Coordinates legislative projects with respect to general plan amendments, zone changes, and code amendments.
- Provides census information and demographic analyses to other County departments and the public.
- Prepares and presents staff reports for the Zoning Administrator and elected or appointed boards and commissions which hear and act upon public planning issues and matters.
- Prepares reports for the Board of Supervisors on Zoning Administrator actions.
- Provides work coordination, lead direction, and training for other staff; may supervise contract consultants.
- Participates in joint projects with other departments and agencies.
- Answers public inquiries regarding planning issues, permit procedures, and zoning.

## **TYPICAL PHYSICAL REQUIREMENTS**

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

## SENIOR PLANNER - 3

### TYPICAL WORKING CONDITIONS

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

### DESIRABLE QUALIFICATIONS

#### Knowledge of:

- Purposes and procedures of public planning agencies, boards, and governing bodies.
- Federal, State, and local laws, regulations, and ordinances governing planning, zoning, and land use.
- Principles, techniques, and trends of land use planning.
- Research and statistical methods.
- Environmental impacts of changes in land use.
- Graphic illustration and presentation.
- Mapping methods and techniques.
- Contract preparation and administration.
- Budget development and administration.
- Principles of work coordination, lead direction, and training.

#### Ability to:

- Perform a variety of the most complex planning studies and environmental reviews.
- Provide work direction, coordination, and training for other staff.
- Perform special assignments representing the Planning Department on committees as delegated.
- Collect, compile, and analyze technical, statistical, and other information related to public planning.
- Prepare comprehensive and concise planning and zoning reports.
- Read and understand laws, ordinances, general plan elements, environmental impact statements, and other documents related to community planning and land use.
- Make effective written and oral presentations.
- Operate a personal computer and use appropriate software in the performance of professional planning work.
- Effectively represent the Planning and Building Department and County Land Use Ordinances and policies in answering questions, responding to inquiries, providing assistance, and dealing with concerns from the public, community organizations, other County staff, and other agencies.
- Establish and maintain cooperative working relationships.

## SENIOR PLANNER - 4

**Training and Experience:** Any combination of training and experience which would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the required knowledge and abilities would be:

Two (2) years of responsible experience in public planning work equivalent to an Associate Planner with Plumas County.

**Special Requirement:** Must possess a valid d license at time of application and a valid California Drivers License by the time of appointment. The valid California License must be maintained throughout employment.



BOARD OF SUPERVISORS STAFF REPORT

**TO:** Honorable Board of Supervisors

**FROM:** Rebecca Herrin, Assistant Planning Director *rh*

**MEETING DATE:** June 1, 2021

**SUBJECT:** Presentation regarding:  
Proposed State Minimum Fire Safe Regulations 2020

**BACKGROUND:** Section 4290 of the Public Resources Code requires the Board of Forestry and Fire Protection to “adopt regulations implementing minimum fire safety standards related to defensible space applicable to the perimeters and access to all residential, commercial, and industrial building construction.” The statute is further clarified and made specific in regulation in Title 14, the Natural Resources Division of the California Code of Regulations.

In 2018, the Legislature passed and the Governor signed SB 801 (Dodd), which expanded the applicability of the regulations under PRC 4290 to land in Local Responsibility Area Very High Fire Hazard Severity Zone (VHFHSZ) as well as the existing State Responsibility Area. Most of the County is within the State Responsibility Area. However, now areas such as Quincy, Chester, Sierra Valley and City of Portola will also be subject to the regulations if those lands are also identified as being within the Very High Fire Hazard Severity Zone (VHFHSZ). Maps of these areas are available on the State websites.

SB 901 also revised PRC 4290 to require the Board of Forestry to more frequently update regulations relating to **fuel breaks and greenbelts near communities** and **to preserve undeveloped ridgelines** to reduce fire risk and improve fire protection.

It should be noted that these State Responsibility Area regulations are **in addition to** existing regulations established in the California Building Code, which address construction standards in the Wildland Urban Interface (WUI) and requirements such as to install sprinklers in buildings.

The purpose of this initial presentation is to provide information on the major changes proposed to the State Minimum Fire Safe Regulations for discussion. **The Comment Period for Proposed Rulemaking is underway and comments will be due by the end of the public hearing before the Board of Forestry on June 22, 2021.**

**PURPOSE OF THE PROPOSED ACTION:** Per the Initial Statement of Reasons, the purpose of the proposed actions is to:

- Establish standards for fuel breaks and greenbelts near communities;
- Establish measures for the preservation of undeveloped ridgelines;
- Accurately reflect the applicable areas of the state where development may be subject to these regulations;
- Provide greater clarity regarding the types of development that may be subject to these regulations;
- Specify the conditions under which an existing road is subject to these minimum fire safety requirements;
- Reorganize the Fire Safe Regulations to reduce confusion and improve technical implementation and consistency;
- Reduce confusion regarding the inspection and enforcement agencies;
- Ensure definitions for these regulations are relevant, up to date, and consistent with their usage in the following articles;
- Promote local jurisdiction compliance with the Fire Safe Regulations and to clarify the process by which that occurs;
- Apply field-tested methods and industry-accepted computer-aided modeling to ingress and egress requirements; and
- Increase the flexibility offered to local jurisdictions in implementing the minimum standards provided in these regulations.

With the adoption of the proposed Regulations, the County code adopted *in lieu* of the existing regulations will be out of date and unable to be enforced. In fact, the State has already withdrawn all certifications of ordinances previously certified. Plumas County's ordinance was certified in 2018 after many years of workshops and discussions.

**The County will either have to undertake the total rewriting of the Code to incorporate the revised regulations or else adopt the new regulations in total once the regulations are adopted by the Board of Forestry.**

**PROPOSED CHANGES WITH GREATER LIKELIHOOD TO IMPACT PLUMAS COUNTY'S RESIDENTS:**

Although other changes are proposed in the State Minimum Fire Safe Regulations 2020, the following is a summary of some of the proposed regulations with the greatest potential impact.

**1270.01 Definitions**

The term **Access** was added to clarify that these regulations apply to existing access as well as any new access constructed to serve a property. **Access** is now defined as a route from a Building to the nearest **Collector Road** in order to require that existing substandard "local roads and other roads leading from a building to a collector road" may be subject to improvements to bring these roads into compliance with the new SRA road standards for width, surface, and grade.

The definition of **Building** now reads as any Structure used or intended for supporting or sheltering any use or Occupancy, except those classified as Utility and Miscellaneous Group U. **Structure** is defined as that which is built or constructed, a Building of any kind, or any piece of work artificially built up or composed of parts joined together in some definite manner.

These terms are important as Building Construction now triggers additional requirements for access, improved water supply, etc. These new requirements will lead to unknown impacts on residents. The County could be forced to deny building permits based on these regulations.

The term **Driveway** was amended to clarify that no commercial or industrial development may be served by a driveway, but must now be served by a road meeting SRA standards for width, surface, and grade.

A definition of **Perimeter** was added as the boundary of an individual parcel and/or the boundary of a final map or parcel map. Regulations regarding Perimeters and Access apply to all residential, commercial, and industrial building.

A definition of **Ridgeline** was added as the amended regulations now require measures to preserve **Undeveloped Ridgelines**. Under the proposed regulations, the County will be required to identify Strategic Ridgelines for protection, meaning that no development or building will be allowed to occur.

#### **1270.02 Purpose**

(b) Building construction in the SRA and, after July 1, 2021, the LRA VHFHSZ shall provide for minimum Wildfire protection standards as specified in the following articles.

(c) These standards shall provide for emergency ingress and egress; signing and Building numbering; private water supply reserves for emergency fire use; vegetation modification, Fuel Breaks, Greenbelts, and measures to preserve Undeveloped Ridgelines.

**The purpose of the regulations is to limit Building construction in those areas where minimum Wildfire protection standards are not satisfied in order to reduce the risk of wildfire in these areas.**

#### **1270.03 Scope**

The regulations will apply to all **Building Construction** except:

- Reconstruction or repair of a Building due to a Wildfire unless the reconstruction or repair encroaches into the thirty foot-setback, or changes the use of the Building that existing previously or if the Building was damaged for some other reason other than wildfire.

#### **1270.04 Local Regulations**

Adoption of the State Minimum Fire Safe Regulations, 2021 will remove the certification of Plumas County's Fire Safe Ordinance which was last certified by the Board of Forestry on November 7, 2018 after County staff spent two years on the revision and certification of the ordinance. Plumas County's first certification was granted by the Board of Forestry in 1992.

- The regulations will remove all local exemptions that were adopted into the County Code. The regulations will also limit the application of exemptions not enumerated in the SRA regulations. This serves to remove the County's ability to locally administer the regulations due to local conditions.

### **Article 2. Ingress and Egress**

#### **1273.00 Purpose and Application**

The regulations shall apply to New Roads, Driveways, and Road or Driveway Structures unless exempted under 1270.03. The regulations shall also apply to all Existing Roads, Driveways, and Road and Driveway Structures that provide Access to Building Construction. This section clarifies that the regulations apply

to divisions of 3 or more parcels. This section also specifies that the regulations apply to applications for zoning changes or use permits that would materially negatively impact fire safety.

Building Construction will be prohibited where Access is provided by a Road that does not meet the minimum requirements for Existing Roads.

#### **1273.12 Standards for Existing Roads**

This section establishes standards for Existing Roads. Previously, Existing Roads were not required to meet specific standards.

Existing Roads must provide at least one 14 foot Traffic Lane, non-native surfacing for at least 50% of the Road's length, and either compliant Turnouts or a 20 foot Clear Width suitable to serve as a Traffic Lane for the length of the Road.

Existing Roads providing Access to Buildings shall not exceed a grade over 25% for a distance over 500 linear feet. Where an Existing Road does not meet these requirements, but does provide for a secondary route in conformance with Secondary Routes for Existing Roads, that Existing Road does not need to meet these requirements.

#### **1273.13 Secondary Routes for Existing Roads**

The proposed regulation identifies minimum standards for secondary routes for Existing Roads. The requirements for secondary access is that they are constructed to meet the geometric requirements of New Roads and shall provide for legal and deeded Access to ensure that the access is provided in perpetuity.

Secondary routes shall connect a user to an alternative route that would not be affected by a closure to the primary route, to the extent practicable. All secondary roads, both new and existing, will be required to be brought up to standard.

### **Article 4. Water Supply**

#### **1275.01 Approved Water Supply**

This regulation requires that all water supply systems meet or exceed the California Fire Code. 1275.01(b) provides for an alternative standard to the California Fire Code.

- All Building Construction shall install a water supply system for structure defense when it is not already served by an existing water supply. Note that this requirement is independent of the existing requirement to provide fire sprinklers.

### **Article 5 Building Siting, Setbacks and Fuel Modification**

#### **1276.01 Building and Parcel Siting and Setbacks**

This regulation requires that ALL parcels provide a minimum thirty (30) foot setback for ALL Buildings from all property lines and/or the center of a road.

A reduction in the minimum setback shall be based upon practical reasons, which may include but are not limited to, parcel dimensions or size; topographic limitations; development density requirements or other development patterns that promote low-carbon emission outcomes; sensitive habitat; or other

site constraints, and shall reduce Structure to Structure ignition by incorporating features such as, but not limited to:

- Non-combustible block walls or fences; or
- Five (5) feet of non-combustible material extending five (5) feet horizontally from the furthest extent of the Building; or
- Installing hardscape landscaping or reducing exposed windows on the side of the Structure with a less than thirty (30) foot setback; or
- Additional structure hardening that exceeds the requirements of the California Building Code.

This regulation would apply the thirty foot setback to all Buildings on all parcels, regardless of parcel size.

### **1276.02 Ridgelines**

This section requires the County, in conjunction with the Fire Authority (“A fire department, agency, division, district, or other governmental body responsible for regulating and/or enforcing minimum fire standards”) to identify the presence of ridgelines that have “strategic value”. Factors to be considered in the identification are topography, vegetation, proximity to existing or proposed development, and the appropriateness of the ridge to support suppression operations.

Once Undeveloped Ridgelines are identified, construction of new Buildings is prohibited. The prohibition is geared towards occupied Buildings.

1 Title 14 of the California Code of Regulations (14 CCR),

2 Division 1.5, Chapter 7

3 Subchapter 2, Articles 1-5

4 "DRAFT State Minimum Fire Safe Regulations, 2021"

5  
6  
7 Subchapter 2. ~~SRA/VHFHSZ~~ State Minimum Fire Safe Regulations

8 Article 1. Administration

9 § 1270.00. Title.

10 These regulations shall be known as the "~~SRA/VHFHSZ—State~~  
11 Minimum Fire Safe Regulations," and shall constitute the ~~basic~~  
12 minimum ~~w~~Wildfire protection standards of the California Board  
13 of Forestry and Fire Protection.

14 Note: Authority cited: Section 4290, Public Resources Code.

15 Reference: Sections 4102, 4126, 4127 and 4290, Public Resources  
16 Code.

17 § 1270.01. Definitions Purpose

18 The following definitions are applicable to this Subchapter.

19 (a) Access: The Roads on a route from a Building to the nearest  
20 Collector Road.

21 (b) Agriculture: Land used for agricultural purposes as defined  
22 in a Local Jurisdiction's zoning ordinances.

23 (c) Board: California Board of Forestry and Fire Protection.

24 (d) Building: Any Structure used or intended for supporting or  
25 sheltering any use or Occupancy, except those classified as

1 Utility and Miscellaneous Group U.

2 (e) CAL FIRE: California Department of Forestry and Fire  
3 Protection.

4 (f) Clear Width: A horizontal area free of vegetation, debris,  
5 fences, or other materials that may impede traffic flow; this  
6 area may include flexible posts or barriers.

7 (g) Collector Road: Roads identified by a Local Jurisdiction as  
8 a major or minor, or general, collector road pursuant to Title  
9 23, Code of Federal Regulations, § 470.105 and in conformance  
10 with the procedures in the US Federal Highway Administration  
11 "Highway Functional Classification Concepts, Criteria, and  
12 Procedures," 2013 Edition, hereby incorporated by reference.

13 (h) Dead-end Road: A Road that has only one point of vehicular  
14 ingress/egress, including cul-de-sacs and looped Roads.

15 (i) Defensible Space: As defined in California Code of  
16 Regulations, Title 14, § 1299.02(a).

17 (j) Development: As defined in section 66418.1 of the California  
18 Government Code.

19 (k) Director: Director of the Department of Forestry and Fire  
20 Protection or their designee.

21 (l) Driveway: A vehicular pathway that serves up to two (2)  
22 parcels with no more than two (2) Residential Units and any  
23 number of non-commercial or non-industrial Utility or  
24 Miscellaneous Group U Buildings on each parcel. A Driveway shall  
25 not serve commercial or industrial uses at any size or scale.

(m) Exception: An alternative means or method to achieve a

1 specified standard requested by the applicant subject to §  
2 1270.06 (Exceptions to Standards).

3 (n) Existing Road: A physical Road constructed and used by  
4 vehicles prior to a Development proposal.

5 (o) Fire Apparatus: A vehicle designed to be used under  
6 emergency conditions to transport personnel and equipment or to  
7 support emergency response, including but not limited to the  
8 suppression of fires.

9 (p) Fire Authority: A fire department, agency, division,  
10 district, or other governmental body responsible for regulating  
11 and/or enforcing minimum fire safety standards.

12 (q) Fire Hydrant: A valved connection on a water supply or  
13 storage system for the purpose of providing water for fire  
14 protection and suppression operations.

15 (r) Fuel Break: A strategically located area where the volume  
16 and arrangement of vegetation has been managed to limit fire  
17 intensity, fire severity, rate of spread, crown fire potential,  
18 and/or ember production.

19 (s) Greenbelts: Agricultural lands, open space, parks,  
20 wildlands, or a combination thereof, as designated by Local  
21 Jurisdictions, which surround or are adjacent to a city or  
22 urbanized area, and restrict or prohibit Development.

23 (t) Greenways: Linear open spaces or corridors that link parks  
24 and neighborhoods within a community through natural or manmade  
25 trails and paths.

(u) Hammerhead/T: A Rroad or Driveway that provides a "T"

1 shaped, three-point Turnaround space for Fire Apparatus, being  
2 no narrower than the Road or Driveway that serves it.

3 (v) Hazardous Land Use: A land use that presents a significantly  
4 elevated potential for the ignition, prolonged duration, or  
5 increased intensity of a Wildfire due to the presence of  
6 flammable materials, liquids, or gasses, or other features that  
7 initiate or sustain combustion. Such uses are determined by the  
8 Local Jurisdiction and may include, but are not limited to,  
9 power-generation and distribution facilities; wood processing or  
10 storage sites; flammable gas or liquids processing or storage  
11 sites; or shooting ranges.

12 (w) Local Jurisdiction: Any county, city/county agency or  
13 department, or any locally authorized district that approves or  
14 has the authority to regulate Development.

15 (x) Local Responsibility Area (LRA): Those areas of land not  
16 classified by the Board where the financial responsibility of  
17 preventing and suppressing Wildfires is that of the state or  
18 federal government, pursuant to Public Resources Code (PRC)  
19 section 4125.

20 (y) Local Road: Roads identified by a Local Jurisdiction as a  
21 local road pursuant to Title 23, Code of Federal Regulations, §  
22 470.105 and in conformance with the procedures in the US Federal  
23 Highway Administration "Highway Functional Classification  
24 Concepts, Criteria, and Procedures," 2013 Edition, hereby  
25 incorporated by reference.

(z) Municipal-Type Water System: A system having water pipes

1 servicing Fire Hydrants and designed to furnish, over and above  
2 domestic consumption, a minimum of 250 gpm (950 L/min) at 20 psi  
3 (138 kPa) residual pressure for a two (2) hour duration.

4 (aa) New Road: A theoretical Road proposed in a Development  
5 application.

6 (bb) Occupancy: The purpose for which a Building, or part  
7 thereof, is used or intended to be used.

8 (cc) One-way Road: A minimum of one Traffic Lane width designed  
9 for traffic flow in one direction only.

10 (dd) Perimeter: The boundary of an individual parcel and/or the  
11 boundary of a tentative and final or parcel map, pursuant to  
12 Government Code § 66411, within which lies any Building  
13 construction.

14 (ee) Residential Unit: Any Building or portion thereof which  
15 contains living facilities, including provisions for sleeping,  
16 eating, cooking and/or sanitation for one or more persons.  
17 Manufactured homes, mobile homes, and factory-built housing are  
18 considered residential units, unless being sited or installed as  
19 an accessory or junior accessory dwelling unit in accordance  
20 with § 1270.03(d) (Scope - Exemptions - ADUs).

21 (ff) Ridgeline: The line of intersection of two opposing slope  
22 aspects running parallel to the long axis of the highest  
23 elevation of land.

24 (gg) Road: A public or private vehicular pathway to more than  
25 two (2) parcels, more than four (4) Residential Units, or to any  
industrial or commercial Occupancy.

1 (hh) Road or Driveway Structures: Bridges, culverts, and other  
2 appurtenant structures which supplement the Traffic Lane or  
3 Shoulders.

4 (ii) Shoulder: A vehicular pathway adjacent to the Traffic Lane.

5 (jj) State Responsibility Area (SRA): As defined in Public  
6 Resources Code sections 4126-4127; and the California Code of  
7 Regulations, title 14, division 1.5, chapter 7, article 1,  
8 sections 1220-1220.5.

9 (kk) Structure: That which is built or constructed, a Building  
10 of any kind, or any piece of work artificially built up or  
11 composed of parts joined together in some definite manner.

12 (ll) Substantial Compliance: Nearly complete satisfaction of all  
13 material requirements consistent with the purpose of the  
14 applicable State Minimum Fire Safe Regulations even though the  
15 formal requirements are not satisfied.

16 (mm) Substantial Evidence: Enough relevant information and  
17 reasonable inferences from this information that a fair argument  
18 can be made to support a conclusion, in light of the whole  
19 record of evidence, even though other conclusions might also be  
20 reached. Argument, speculation, unsubstantiated opinion or  
21 narrative, or evidence which is clearly erroneous or inaccurate  
22 does not constitute substantial evidence. Substantial evidence  
23 shall include facts, reasonable assumptions predicated upon  
24 facts, and expert opinion supported by facts.

24 (nn) Traffic Lane: The portion of a Road or Driveway that  
25 provides a single line of vehicle travel.

1 (oo) Turnaround: A portion of a Road or Driveway, unobstructed  
2 by parking, which allows for a safe opposite change of direction  
3 for Fire Apparatus. Design of such area may be a hammerhead/T or  
4 terminus bulb.

5 (pp) Turnout: A widening in a Road or Driveway to allow vehicles  
6 to pass.

7 (qq) Undeveloped Ridgeline: A Ridgeline with no Buildings.

8 (rr) Utility and Miscellaneous Group U: A Structure of an  
9 accessory character or a miscellaneous Structure not classified  
10 in any specific Occupancy permitted, constructed, equipped, and  
11 maintained to conform to the requirements of Title 24,  
12 California Building Standards Code.

13 (ss) Vertical Clearance: The minimum specified height of a  
14 bridge, overhead projection, or vegetation clearance above the  
15 Road or Driveway.

16 (tt) Very High Fire Hazard Severity Zone (VHFHSZ): As defined in  
17 Government Code section 51177(i).

18 (uu) Wildfire: As defined in Public Resources Code Section 4103  
19 and 4104.

20 ~~(a) These regulations have been prepared and adopted for the~~  
21 ~~purpose of establishing minimum wildfire protection standards in~~  
22 ~~conjunction with building, construction and development in the~~  
23 ~~State Responsibility Area (SRA) and, after July 1, 2021, the Very~~  
24 ~~High Fire Hazard Severity Zones as defined in Government Code §~~  
25 ~~51177(i) (VHFHSZ).~~

~~(b) The future design and construction of structures,~~

1 subdivisions and developments in the SRA and, after July 1,  
2 2021, the VHFHSZ shall provide for basic emergency access and  
3 perimeter wildfire protection measures as specified in the  
4 following articles.

5 (c) These measures shall provide for emergency access; signing  
6 and building numbering; private water supply reserves for  
7 emergency fire use; and vegetation modification. The fire  
8 protection standards which follow shall specify the minimums for  
9 such measures.

10 Note: Authority cited: Section 4290, Public Resources Code.

11 Reference: Sections 4290 and 4291, Public Resources Code.

12  
13 § 1270.02. Purpose.—Scope

14 (a) These regulations have been prepared and adopted for the  
15 purpose of establishing state minimum Wildfire protection  
16 standards in conjunction with Building construction and  
17 Development in the State Responsibility Area (SRA) and, after  
18 July 1, 2021, the Very High Fire Hazard Severity Zones, as  
19 defined in Government Code § 51177(i) (VHFHSZ).

20 (b) Building construction in the SRA and, after July 1, 2021,  
21 the VHFHSZ shall provide for minimum Wildfire protection  
22 standards as specified in the following articles.

23 (c) These standards shall provide for emergency ingress and  
24 egress; signing and Building numbering; private water supply  
25 reserves for emergency fire use; vegetation modification, Fuel  
Breaks, Greenbelts, and measures to preserve Undeveloped

1 Ridgelines. The regulations which follow shall specify the  
2 minimums for such standards.

3 (d) By limiting Building construction in those areas where these  
4 minimum Wildfire protection standards are not satisfied, this  
5 reduces the risk of Wildfires in these areas, which among other  
6 things protects the health, safety and welfare of residents, and  
7 protects natural resources and the environment.

8 ~~(a) These regulations shall apply to:~~

9 ~~(1) the perimeters and access to all residential, commercial,  
10 and industrial building construction within the SRA approved  
11 after January 1, 1991, and those approved after July 1, 2021  
12 within the VHFHSZ, except as set forth below in subsections (b)  
13 through (d), inclusive, and (f);~~

14 ~~(2) the siting of newly installed commercial modulars,  
15 manufactured homes, mobilehomes, and factory-built housing, as  
16 defined in Health and Safety Code sections 18001.8, 18007,  
17 18008, and 19971, except where being sited or installed as an  
18 accessory or junior accessory dwelling unit as set forth in  
19 subsection (d) below;~~

20 ~~(3) all tentative and parcel maps or other developments approved  
21 after January 1, 1991; and~~

22 ~~(4) applications for Building permits on a parcel approved in a  
23 pre-1991 parcel or tentative map to the extent that conditions  
24 relating to the perimeters and access to the Buildings were not  
25 imposed as part of the approval of the parcel or tentative map.~~

~~(b) These regulations do not apply where an application for a~~

1 ~~Building permit is filed after January 1, 1991 for Building~~  
2 ~~construction on a parcel that was formed from a parcel map or~~  
3 ~~tentative map (if the final map for the tentative map is~~  
4 ~~approved within the time prescribed by the local ordinance)~~  
5 ~~approved prior to January 1, 1991, to the extent that conditions~~  
6 ~~relating to the perimeters and access to the Buildings were~~  
7 ~~imposed by the parcel map or final tentative map approved prior~~  
8 ~~to January 1, 1991.~~

9 ~~(c) (1) At the discretion of the Local Jurisdiction, and subject~~  
10 ~~to any requirements imposed by the Local Jurisdiction to ensure~~  
11 ~~reasonable ingress, egress, and capacity for evacuation and~~  
12 ~~emergency response during a Wildfire, these regulations shall~~  
13 ~~not apply to the reconstruction or repair of legally constructed~~  
14 ~~residential, commercial, or industrial Buildings due to a~~  
15 ~~Wildfire, to the extent that the reconstruction or repair does~~  
16 ~~not:~~

17 ~~(A) increase the square footage of the residential, commercial,~~  
18 ~~or industrial Building or Buildings that previously existed; or~~

19 ~~(B) change the use of the Building or Buildings that had existed~~  
20 ~~previously; or~~

21 ~~(C) construct a new Building or Buildings that did not~~  
22 ~~previously exist on the site.~~

23 ~~(2) Nothing in this subsection shall be construed to alter the~~  
24 ~~extent to which these regulations apply to the reconstruction or~~  
25 ~~repair of a legally constructed residential, commercial, or~~  
~~industrial Building for reasons unrelated to a Wildfire.~~

1 ~~(d) These regulations do not apply to the creation of accessory~~  
2 ~~or junior accessory dwelling units that comply with Government~~  
3 ~~Code sections 65852.2 or 65852.22, or any local ordinances~~  
4 ~~enacted thereunder, as applicable, including any local~~  
5 ~~ordinances requiring provisions for fire and life safety.~~

6 ~~(e) Unless otherwise exempt pursuant to this Subchapter,~~  
7 ~~affected activities include, but are not limited to:~~

8 ~~(1) permitting or approval of new parcels, excluding lot line~~  
9 ~~adjustments as specified in Government Code (GC) section~~  
10 ~~66412(d);~~

11 ~~(2) application for a Building permit for new Building~~  
12 ~~construction;~~

13 ~~(3) application for a use permit; and~~

14 ~~(4) road construction.~~

15 ~~(f) EXEMPTION: Roads used solely for agricultural, mining, or~~  
16 ~~the management and harvesting of wood products.~~

17 Note: Authority cited: Section 4290, Public Resources Code.

18 Reference: Sections 4290 and 4291, Public Resources Code.

19 § 1270.03. Scope. ~~Provisions for Application of The Regulations~~

20 (a) These regulations shall apply to:

21 (1) the Perimeters and Access to all residential,  
22 commercial, and industrial Building construction within the SRA  
23 approved after January 1, 1991 and those approved after July 1,  
24 2021 within the VHFHSZ, except as set forth below in subsections

25 (b), (c), (d), and (e) below.

1       (2) the siting of newly installed commercial modulars,  
2 manufactured homes, mobilehomes, and factory-built housing, as  
3 defined in Health and Safety Code sections 18001.8, 18007,  
4 18008, and 19971, except where being sited or installed as an  
5 accessory or junior accessory dwelling unit as set forth in  
6 subsection (d) below;

7       (3) all tentative and parcel maps or other Developments  
8 approved after January 1, 1991; and

9       (4) applications for Building permits on a parcel approved  
10 in a pre-1991 parcel or tentative map to the extent that  
11 conditions relating to the Perimeters and Access to the  
12 Buildings were not imposed as part of the approval of the parcel  
13 or tentative map.

14 (b) These regulations do not apply where an application for a  
15 Building permit in the SRA is filed after January 1, 1991 for  
16 Building construction on a parcel that was formed from a parcel  
17 map or tentative map (if the final map for the tentative map is  
18 approved within the time prescribed by the local ordinance)  
19 approved prior to January 1, 1991, to the extent that conditions  
20 relating to the Perimeters and Access to the Buildings were  
21 imposed by the parcel map or final tentative map approved prior  
22 to January 1, 1991.

23       (1) For this exemption to apply, the parcel map or  
24 tentative map that was approved prior to January 1, 1991, shall  
25 have imposed conditions relating to the Perimeters and Access to  
the Building construction that is the subject of the Building

1 permit application filed after January 1, 1991.

2 (2) These regulations shall apply to the Building  
3 construction to the extent that conditions relating to the  
4 Perimeters and Access to the Buildings were not imposed as part  
5 of the approval of the parcel map or tentative map.

6 (c) At the discretion of the Local Jurisdiction, and subject to  
7 any requirements imposed by the Local Jurisdiction to ensure  
8 reasonable ingress, egress, and capacity for evacuation and  
9 emergency response during a Wildfire, these regulations shall  
10 not apply to the reconstruction or repair of a Building due to a  
11 Wildfire, subject to the following:

12 (1) this exemption shall not apply if the reconstruction or  
13 repair encroaches on the minimum setback requirements in §  
14 1276.01 Building and Parcel Siting and Setbacks;

15 (2) this exemption shall not apply if the reconstruction or  
16 repair changes the use of the Building or Buildings that had  
17 existed previously;

18 (3) nothing in this subsection shall be construed to alter  
19 the extent to which these regulations apply to the  
20 reconstruction or repair of a Building for reasons unrelated to  
21 a Wildfire; and

22 (4) nothing in this subsection shall be construed to alter  
23 the legal character of a Building reconstructed or repaired  
24 pursuant to this exemption.

25 (d) These regulations do not apply to the creation of accessory  
or junior accessory dwelling units that comply with Government

1 Code sections 65852.2 or 65852.22, or any local ordinances  
2 enacted thereunder, as applicable, including any local  
3 ordinances requiring provisions for fire and life safety.

4 (e) These regulations shall not apply to Roads used solely for  
5 Agriculture, mining, or the management of timberland and  
6 harvesting of forest products.

7 ~~This Subchapter shall be applied as follows:~~

8 ~~(a) the Local Jurisdictions shall provide the Director of~~  
9 ~~the California Department of Forestry and Fire Protection (CAL~~  
10 ~~FIRE) or their designee with notice of applications for Building~~  
11 ~~permits, tentative parcel maps, tentative maps, and installation~~  
12 ~~or use permits for construction or development within the SRA.~~

13 ~~(b) the Director or their designee may review and make fire~~  
14 ~~protection recommendations on applicable construction or~~  
15 ~~development permits or maps provided by the Local Jurisdiction.~~

16 ~~(c) the Local Jurisdiction shall ensure that the applicable~~  
17 ~~sections of this Subchapter become a condition of approval of~~  
18 ~~any applicable construction or development permit or map.~~

19 Note: Authority cited: Section 4290, Public Resources Code.

20 Reference: Sections 4290 and 4291, Public Resources Code.

21 § 1270.04. Local Regulations Ordinances.

22 (a) These regulations shall serve as the minimum Wildfire  
23 protection standards applied in SRA and VHFHSZ. However, these  
24 regulations do not supersede local regulations which equal or  
25 exceed the standards of this Subchapter. ~~Nothing contained in~~

1 ~~these regulations shall be considered as abrogating the~~  
2 ~~provisions of any ordinance, rule or regulation of any state or~~  
3 ~~Local Jurisdiction provided that such ordinance, rule, or~~  
4 ~~regulation is equal to or exceeds these minimum standards.~~

5 (b) A local regulation equals or exceeds a minimum standard of  
6 this Subchapter only if, at a minimum, the local regulation also  
7 fully complies with the corresponding minimum standard in this  
8 Subchapter. ~~Counties may submit their local ordinances for~~  
9 ~~certification via email to the Board, and the Board may certify~~  
10 ~~them as equaling or exceeding these regulations when they~~  
11 ~~provide the same practical effect. If the Board determines that~~  
12 ~~the local requirements do not equal or exceed these regulations,~~  
13 ~~it shall not certify the local ordinance.~~

14 (c) A Local Jurisdiction shall not apply exemptions that are not  
15 enumerated in this Subchapter. Exceptions requested and approved  
16 in conformance with § 1270.06 (Exceptions to Standards) may be  
17 granted on a case-by-case basis. ~~When the Board grants~~  
18 ~~certification, the local ordinances, in lieu of these~~  
19 ~~regulations, shall be applied as described in 14 CCR § 1270.02~~  
20 ~~and used as the basis for inspections performed under 14 CCR §~~  
21 ~~1270.05.~~

22 (d) A Local Jurisdiction or Fire Authority may notify the Board  
23 upon commencement of any revisions to relevant local  
24 regulations. The Board may provide technical assistance to the  
25 agency during the revision drafting process. ~~The Board's~~  
~~certification of local ordinances pursuant to this section is~~

1 rendered invalid when previously certified ordinances are  
2 subsequently amended by Local Jurisdictions, or the regulations  
3 are amended by the Board, without Board re-certification of the  
4 amended ordinances. The Board's regulations supersede the  
5 amended local ordinance(s) when the amended local ordinance(s)  
6 are not re-certified by the Board. Amendments made by Local  
7 Jurisdictions to previously certified ordinances shall be  
8 submitted for re-certification.

9 (e) The Local Jurisdiction or Fire Authority may submit their  
10 draft regulation to the Board at least 90 days before the first  
11 meeting of the Local Jurisdiction or Fire Authority at which the  
12 proposed draft will be presented to the public.

13 (f) The Board may provide recommendations on the draft within 60  
14 days.

15 (g) Notwithstanding a local regulation that equals or exceeds  
16 the State Minimum Fire Safe Regulations, Building construction  
17 shall comply with the State Minimum Fire Safe Regulations.

18 Note: Authority cited: Section 4290, Public Resources Code.

19 Reference: Sections 4290 and 4291, Public Resources Code.

20 § 1270.05. Inspections.

21 Inspections shall conform to the following requirements:

22 (a) Inspections in the SRA shall be made by:

23 (1) the Director, or

24 (2) Local Jurisdictions that have assumed state fire  
25 protection responsibility on SRA lands, or

1 (3) Local Jurisdictions where the inspection duties have  
2 been formally delegated by CAL FIRE the Director to the Local  
3 Jurisdiction, pursuant to subsection (b).

4 (b) The Director may delegate inspection authority to a Local  
5 Jurisdiction subject to all of the following criteria:

6 (1) The Local Jurisdiction represents that they have  
7 appropriate resources to perform the delegated inspection  
8 authority.

9 (2) The Local Jurisdiction acknowledges that CAL FIRE's  
10 authority under subsection (d) shall not be waived or  
11 restricted.

12 (3) The Local Jurisdiction consents to the delegation of  
13 inspection authority.

14 (4) The Director may revoke the delegation at any time.

15 (5) The delegation of inspection authority, and any  
16 subsequent revocation of the delegation, shall be documented in  
17 writing, and retained on file at the CAL FIRE Unit headquarters  
18 that administers SRA fire protection in the Local Jurisdiction.

19 ~~Nothing in this section abrogates CAL FIRE's authority to~~  
20 ~~inspect and enforce state forest and fire laws even when the~~  
21 ~~inspection duties have been delegated pursuant to this section.~~

22 (c) Inspections in the VHFHSZ shall be made by the Local  
23 Jurisdiction or Fire Authority.~~Reports of violations shall be~~  
24 ~~provided to the CAL FIRE Unit headquarters that administers SRA~~  
25 ~~fire protection in the Local Jurisdiction.~~

(d) Nothing in this section abrogates CAL FIRE's authority to

1 inspect and enforce state forest and fire laws in the SRA even  
2 when the inspection duties have been delegated pursuant to this  
3 section. ~~When inspections are conducted, they shall occur prior~~  
4 ~~to: the issuance of the use permit or certificate of occupancy;~~  
5 ~~the recordation of the parcel map or final map; the filing of a~~  
6 ~~notice of completion; or the final inspection of any project or~~  
7 ~~Building permit.~~

8 (e) Reports of violations within the SRA shall be provided to  
9 the CAL FIRE Unit headquarters that administers SRA fire  
10 protection in the Local Jurisdiction.

11 (f) Inspections conducted by the Director shall be limited to  
12 confirming compliance with the State Minimum Fire Safe  
13 Regulations. Inspections conducted by the Local Jurisdiction or  
14 Fire Authority shall confirm compliance with the State Minimum  
15 Fire Safe Regulations. A Local Jurisdiction may, in its  
16 discretion, conduct additional inspections with respect to a  
17 local regulation that equals or exceeds the State Minimum Fire  
18 Safe Regulations.

19 (g) The Local Jurisdiction shall ensure that any applicable  
20 Building construction complies with the applicable sections of  
21 this Subchapter.

22 Note: Authority cited: Section 4290, Public Resources Code.  
23 Reference: Sections 4102, 4119, 4125, 4290 and 4291, Public  
24 Resources Code.  
25

1 § 1270.06. Exceptions to Standards.

2 (a) The requirements in this section apply to requests for  
3 Exceptions from the standards in the State Minimum Fire Safe  
4 Regulations.

5 (ba) Upon request by the applicant, an eExceptions to a  
6 standards within this sSubchapter or to Local Jurisdiction  
7 certified ordinances may be granted allowed by the inspection  
8 entity in accordance with listed in § 1270.05 (Inspections).  
9 where the exceptions provide the same practical effect as these  
10 regulations towards providing defensible space.

11 (1) Exceptions shall only be granted where the Exception  
12 provides for Substantial Compliance with the minimum standards  
13 provided in this Subchapter.

14 (2) Exceptions granted by the inspection entity listed in  
15 14 CCR § 1270.05 shall be made on a case-by-case basis only,  
16 shall be in writing, and shall be supported by Substantial  
17 Evidence. Exceptions granted by the inspection entity listed in  
18 14 CCR § 1270.05 shall be forwarded to the Board and the  
19 appropriate CAL FIRE unit headquarters Unit Office that  
20 administers SRA fire protection in that Local Jurisdiction, or  
21 the county in which the Local Jurisdiction is located county.  
22 Exceptions shall be retained on file at both offices for a  
23 period of no less than five (5) years. and shall be retained on  
file at the Unit Office.

24 (bc) Requests for an eException shall be made in writing to the  
25 inspection entity listed in 14 CCR § 1270.05 by the applicant or

1 the applicant's authorized representative.

2 (1) At a minimum, the Exception requests shall state

3 (i) the specific section(s) for which an eException is  
4 requested;

5 (ii) material facts supporting the necessity for an  
6 Exception contention of the applicant;

7 (iii) material facts demonstrating the proposed  
8 alternative mean(s) Substantially Complies with the State  
9 Minimum Fire Safe Regulation for which the Exception is  
10 requested; the details of the exception proposed; and

11 (iv) a map showing the proposed location and siting of  
12 the eException, including address or parcel number, as  
13 applicable.

14 (2) Local Jurisdictions acting as inspection entities  
15 pursuant to listed in § 1270.05 (Inspections) may establish  
16 additional procedures or requirements for eException  
17 requests.

18 (ed) Where an exception is not granted by the inspection entity,  
19 the applicant may appeal such denial to the Local Jurisdiction.

20 Exception decisions may be appealed. The Local Jurisdiction may  
21 establish or utilize an appeal process consistent with existing  
22 local Building or planning department appeal processes.

23 (1) In addition to local requirements, the Local  
24 Jurisdiction shall consult with the inspection entity prior to  
25 making a determination on an appeal.

(2) The inspection entity shall provide documentation

1 demonstrating how the requested Exception does or does not  
2 substantially comply with the standards in this Subchapter.  
3 ~~Before the Local Jurisdiction makes a determination on an~~  
4 ~~appeal, the inspection authority shall be consulted and shall~~  
5 ~~provide to that Local Jurisdiction documentation outlining the~~  
6 ~~effects of the requested exception on Wildfire protection.~~

7 (e) If an appeal is granted, the Local Jurisdiction shall make  
8 written findings of the Exception's Substantial Compliance, as  
9 defined § 1270.01 (Definitions), with the minimum standards in  
10 this Subchapter, supported by Substantial Evidence. ~~that the~~  
11 ~~decision meets the intent of providing defensible space~~  
12 ~~consistent with these regulations.~~ Such findings shall include a  
13 written statement of reasons for overriding the decision of the  
14 inspection entity, if necessary. A written copy of these  
15 findings shall be provided to the Board and the CAL FIRE Unit  
16 headquarters that administers SRA fire protection in that Local  
17 Jurisdiction, or in the county in which the Local Jurisdiction  
18 is located.

19 Note: Authority cited: Section 4290, Public Resources Code.

20 Reference: Sections 4290 and 4291, Public Resources Code.

21 § 1270.07. Distance Measurements.

22 All specified or referenced distances are measured along the  
23 ground, unless otherwise stated.

24 Note: Authority cited: Section 4290, Public Resources Code.

25 Reference: Sections 4290 and 4291, Public Resources Code.

1  
2 Article 2. ~~Emergency Access~~ Ingress and Egress

3 § 1273.00. Purpose and Application~~Intent~~.

4 (a) New Roads, ~~and~~ Driveways, and Road or Driveway Structures,  
5 whether public or private, unless exempted under § 1270.03(b)-  
6 (e) (Scope - Exemptions) 14 CCR 1270.02(e), shall provide for  
7 concurrent Fire Apparatus ingress and safe access for emergency  
8 wildfire equipment and civilian evacuation concurrently, and  
9 shall provide unobstructed traffic circulation during a  
10 wildfire emergency consistent with 14 CCR §§ 1273.00 through  
11 1273.09, as set forth in this Article.

12 (b) The provisions of this Article and Article 3 (Signing and  
13 Building Numbering) shall apply to all New Roads, Driveways, or  
14 Road or Driveway Structures. The provisions of this Article and  
15 Article 3 (Signing and Building Numbering) shall further apply  
16 to all Existing Roads, Driveways, or Road or Driveway Structures  
17 within a Perimeter.

18 (c) The provisions of this Article and Article 3 (Signing and  
19 Building Numbering) shall further apply to any Existing Road,  
20 Driveway, or Road or Driveway Structure that provides Access to  
21 Building construction which includes

22 (1) the permitting or approval of three (3) or more new  
23 parcels, excluding lot line adjustments as specified in  
24 Government Code (GC) section 66412(d); or

25 (2) an application for a change of zoning which proposes to  
increase zoning intensity or density; or

1       (3) an application for a change in use permit which  
2 proposes to increase use intensity or density.

3 (d) Notwithstanding any other provision in this Subchapter,  
4 Building construction is prohibited where Access is provided by  
5 a Road that does not meet the minimum requirements in § 1273.12  
6 (Standards for Existing Roads).

7 Note: Authority cited: Section 4290, Public Resources Code.  
8 Reference: Sections 4290 and 4291, Public Resources Code.

9  
10 § 1273.01. Horizontal and Vertical Curves / Curb Radii Width.

11 (a) No Road or Road Structure shall have a horizontal inside  
12 radius of curvature (measured from the centerline of the inside  
13 lane) of less than fifty (50) feet, except as provided for in  
14 subsections (b), (c), and (d).

15       (1) An additional four (4) feet of surface width shall be  
16 added to the required widths in § 1273.05 (Road and Driveway  
17 Traffic Lane Width and Clear Width) to curves of 50-100 feet  
18 radius.

19       (2) One (1) foot of additional Road width shall be added to  
20 curves of 100-200 feet, as illustrated on Figure 1 and Figure 2.

21       (3) Flexible posts may be placed within the required  
22 radius.

23 (b) Where the operating speed of a Road is 15 miles per hour  
24 (mph) or less, an alternative standard to subsection (a) based  
25 on modeling performed by a Professional Engineer, as described  
within the Professional Engineers Act (Chapter 7 of Division 3

1 of the Business and Professions Code), that demonstrates Fire  
2 Apparatus can negotiate the proposed horizontal inside radius  
3 satisfies the requirement of this section.

4 (c) At intersections where on-street parking and bike lanes may  
5 be present or where width allows, smaller curb radii or curb  
6 extensions to minimize pedestrian exposure and collision  
7 severity are present, the effective turning radius shall not be  
8 less than fifty (50) feet as illustrated in Figure 3 below.

9 (d) At intersections in areas without on-street parking and/or  
10 bike lanes where speeds approaching the intersection are less  
11 than 15 mph; and traffic volumes on the receiving road are less  
12 than 120 vehicles per hour during either an evacuation event or  
13 during the peak commute hour, whichever is a higher volume, curb  
14 radii of twenty (20) feet based on modeling performed by a  
15 Professional Engineer, as described within the Professional  
16 Engineers Act (Chapter 7 of Division 3 of the Business and  
17 Professions Code), that demonstrates Fire Apparatus can  
18 negotiate the proposed horizontal inside radius as illustrated  
19 in Figure 4, satisfies the requirement of this section.

20 (e) The length of vertical curves of roads, exclusive of  
21 gutters, ditches, and drainage structures designed to hold or  
22 divert water, shall be not less than one hundred (100) feet.

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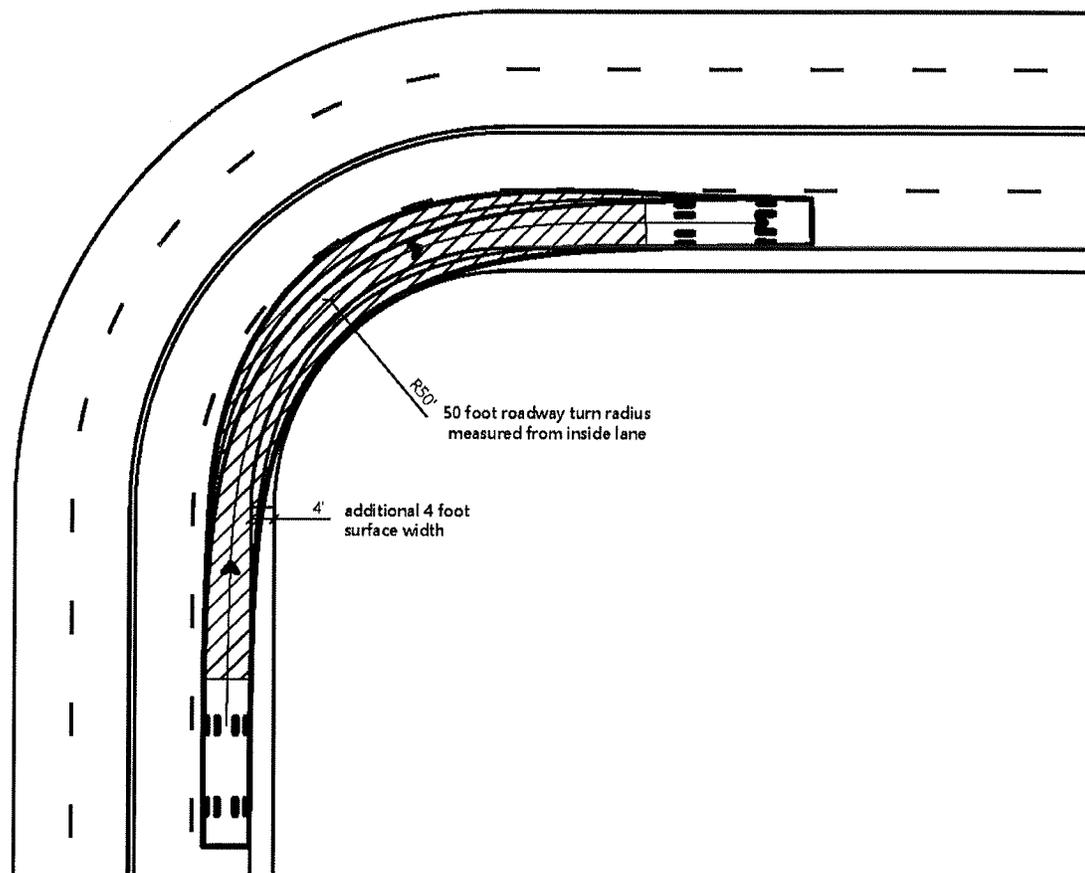


Figure 1  
Effective Turning Radius for Horizontal Curvature with 50 Foot Radius

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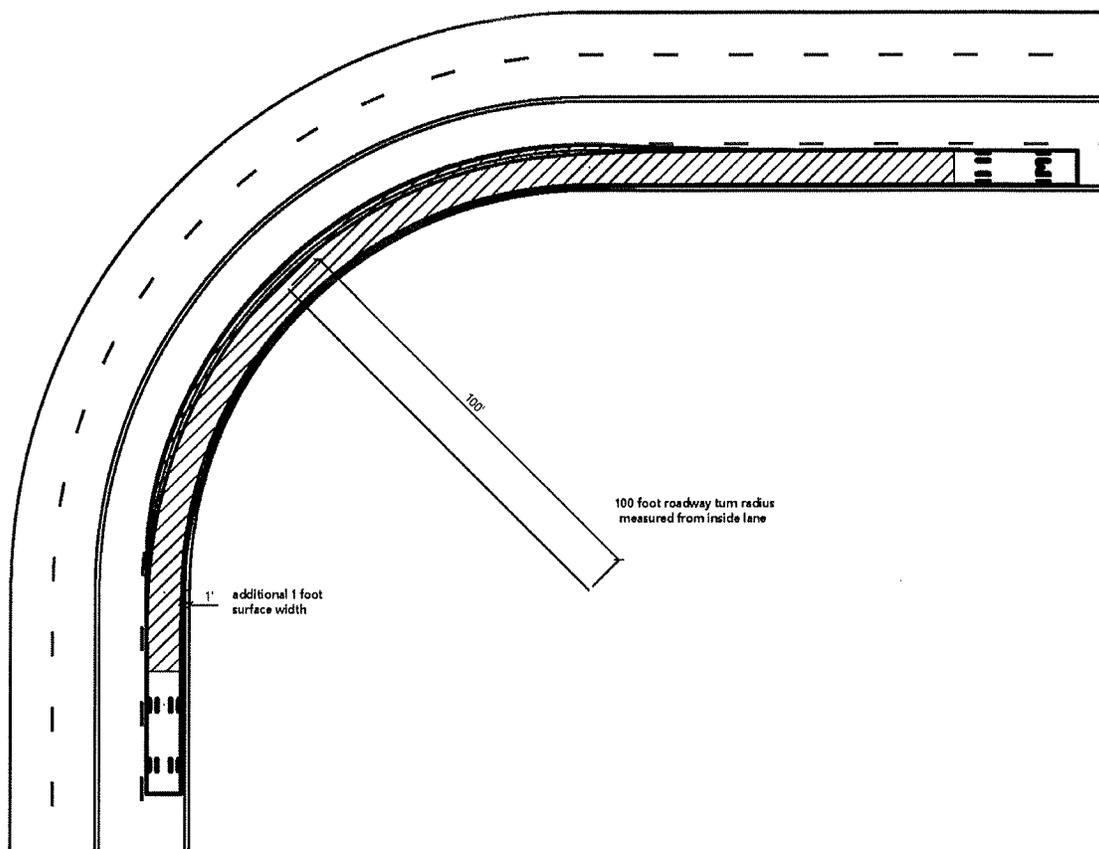


Figure 2  
Effective Turning Radius for Horizontal Curvature with 100 Foot Radius

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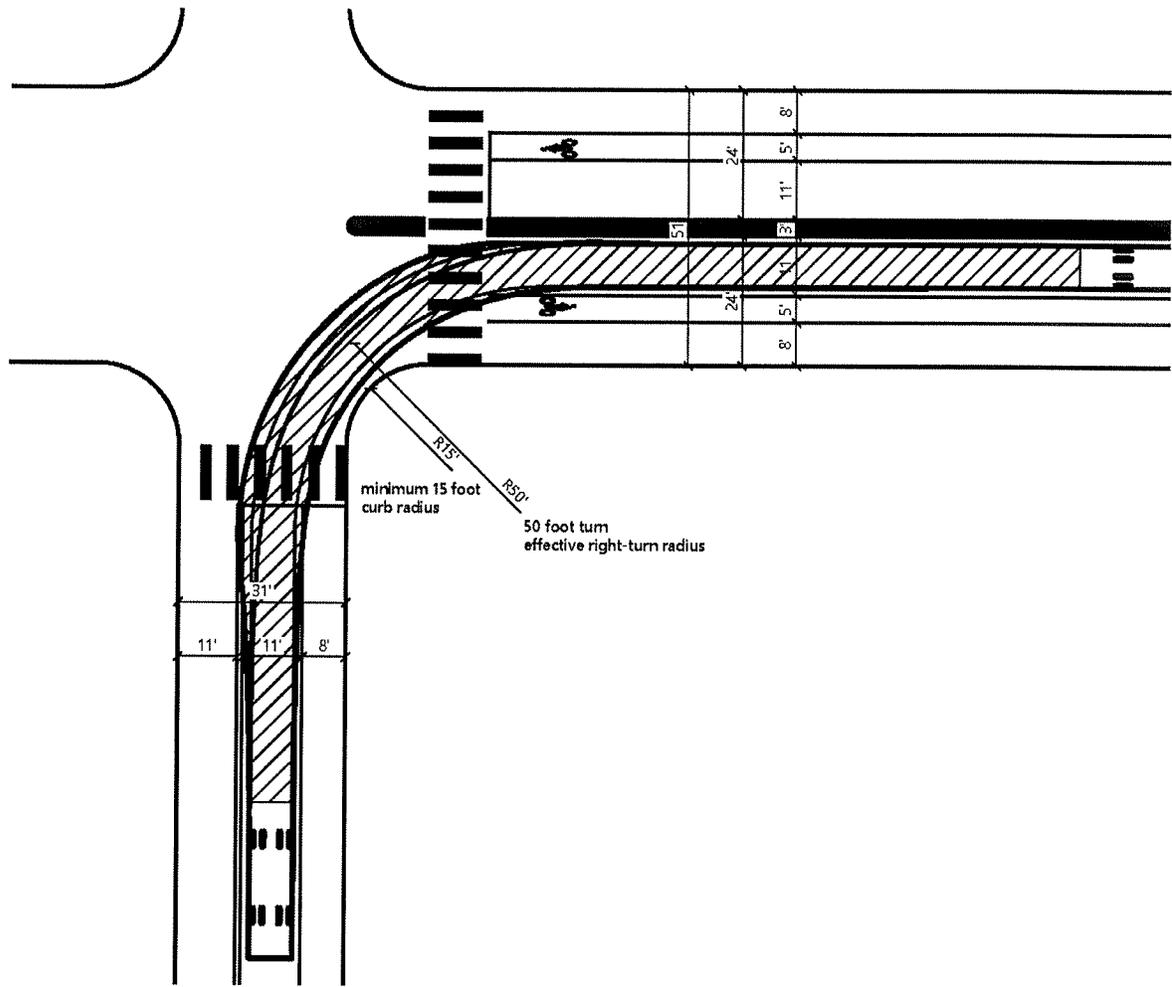


Figure 3  
Effective Turning Radius for Intersections with Bike Lanes or Parking

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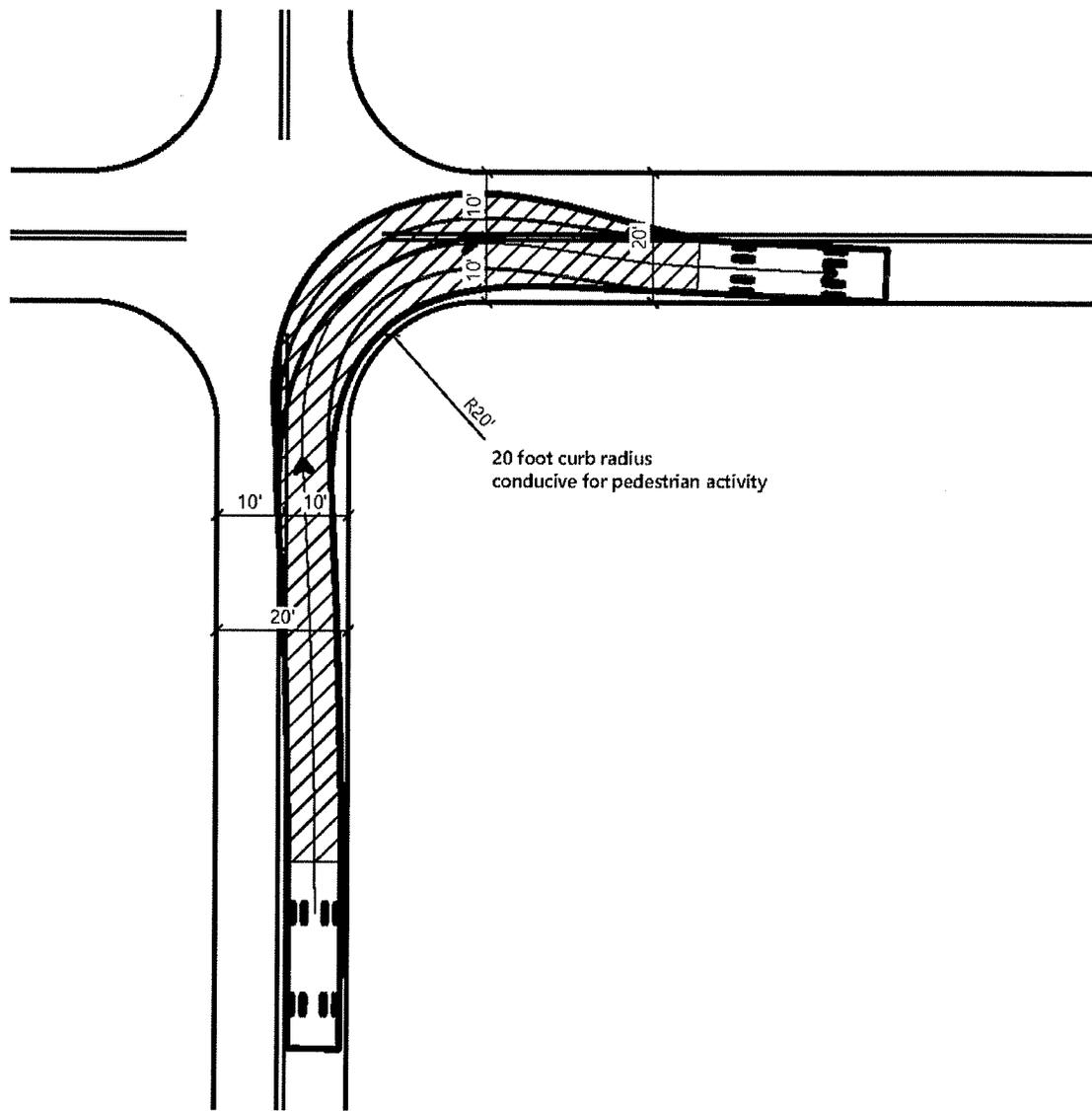


Figure 4  
Effective Turning Radius for 20 Foot Wide Road Intersection

1 ~~(a) All roads shall be constructed to provide a minimum of two~~  
2 ~~ten (10) foot traffic lanes, not including shoulder and~~  
3 ~~striping. These traffic lanes shall provide for two-way traffic~~  
4 ~~flow to support emergency vehicle and civilian egress, unless~~  
5 ~~other standards are provided in this article or additional~~  
6 ~~requirements are mandated by Local Jurisdictions or local~~  
7 ~~subdivision requirements. Vertical clearances shall conform to~~  
8 ~~the requirements in California Vehicle Code section 35250.~~

9 ~~(b) All one-way roads shall be constructed to provide a minimum~~  
10 ~~of one twelve (12) foot traffic lane, not including shoulders.~~  
11 ~~The Local Jurisdiction may approve one-way roads.~~

12 ~~(1) All one-way roads shall, at both ends, connect to a road~~  
13 ~~with two traffic lanes providing for travel in different~~  
14 ~~directions, and shall provide access to an area currently zoned~~  
15 ~~for no more than ten (10) residential units.~~

16 ~~(2) In no case shall a one-way road exceed 2,640 feet in length.~~  
17 ~~A turnout shall be placed and constructed at approximately the~~  
18 ~~midpoint of each one-way road.~~

19 ~~(c) All driveways shall be constructed to provide a minimum of~~  
20 ~~one (1) ten (10) foot traffic lane, fourteen (14) feet~~  
21 ~~unobstructed horizontal clearance, and unobstructed vertical~~  
22 ~~clearance of thirteen feet, six inches (13' 6").~~

23 Note: Authority cited: Section 4290, Public Resources Code.  
24 Reference: Sections 4290 and 4291, Public Resources Code.  
25

1 § 1273.02. Road and Driveway Surfaces.

2 (a) Roads shall ~~be designed and maintained to~~ support the  
3 imposed load of ~~Fire~~ aApparatus weighing at least 75,000  
4 pounds. ~~and provide an aggregate base.~~ The surface material of  
5 the Road shall be non-erodible (including, but not limited to, a  
6 binding agent, gravel, lime slurry, or pavement) and designed to  
7 support the required weight at all times, including during  
8 saturated soil conditions.

9 (b) Driveways and road and driveway structures shall ~~be designed~~  
10 ~~and maintained to~~ support at least 36,0000 ~~40,000~~ pounds.

11 (c) The ~~P~~project proponent shall provide certified engineered  
12 engineering specifications to support the Road design, if  
13 requested by the ~~Local~~ authority having ~~jurisdiction.~~

14 Note: Authority cited: Section 4290, Public Resources Code.

15 Reference: Sections 4290 and 4291, Public Resources Code.

16 § 1273.03. Bridge or Elevated Structures on Roads and Driveways.

17 Grades.

18 (a) Signing in conformance with the requirements in Article 3  
19 (Signing and Building Numbering), shall reflect the capability  
20 of each bridge or elevated structure, including but not limited  
21 to weight or vertical clearance limitations, one-way road or  
22 single Traffic Lane conditions, or bridge weight rating limits.

23 (b) Bridges and elevated structures shall be designed and  
24 constructed to accommodate a gross vehicle weight rating of  
25 75,000 pounds. Vehicle load limits shall be posted at both

1 entrances to bridges.

2 (1) Bridges or elevated structures may support a maximum  
3 weight of less than 75,000 pounds if the Fire Authority verifies  
4 that the Fire Apparatus most likely to be used will be under the  
5 maximum load weight of the bridge.

6 (2) If the bridge or elevated structure is designed for a  
7 lower weight, then it shall be identified through signing as  
8 required in Article 3 (Signing and Building Numbering). In no  
9 case shall the bridge or elevated structure be designed to  
10 support a weight below 36,000 pounds.

11 (3) American Association of State Highway and  
12 Transportation Officials (AASHTO) Standard Specifications for  
13 Highway Bridges, 17th Edition, published 2002 (known as AASHTO  
14 HB-17), hereby incorporated by reference, may be used in lieu of  
15 total vehicle weight if bridges and elevated structures are  
16 designed and certified by a Professional Engineer, as described  
17 within the Professional Engineers Act (Chapter 7 of Division 3  
18 of the Business and Professions Code).

19 (c) Where elevated surfaces designed for Fire Apparatus use are  
20 adjacent to surfaces which are not designed for such use,  
21 barriers, signs, and/or other distinguishing features, as  
22 approved by the Local Jurisdiction, shall be installed and  
23 maintained.

24 (d) Notwithstanding the above requirements, a bridge or  
25 elevated structure with only one Traffic Lane satisfies the  
requirements of this section so long as it provides for

1 unobstructed visibility from one end to the other and Turnouts  
2 at both ends. Bridges or elevated structures with only one  
3 Traffic Lane shall be implemented consistent with requirements  
4 outlined in § 1273.05 (Road and Driveway Traffic Lane Width and  
5 Clear Width).

6 (e) Bridges and elevated structures shall be constructed of  
7 non-combustible materials.

8 ~~(a) At no point shall the grade for all roads and driveways~~  
9 ~~exceed 16 percent.~~

10 ~~(b) The grade may exceed 16%, not to exceed 20%, with approval~~  
11 ~~from the local authority having jurisdiction and with~~  
12 ~~mitigations to provide for same practical effect.~~

13 Note: Authority cited: Section 4290, Public Resources Code.

14 Reference: Sections 4290 and 4291, Public Resources Code.

15 § 1273.04. Road and Driveway Grades. ~~Radius.~~

16  
17 (a) The grades for all Roads and Driveways shall not exceed  
18 sixteen (16) percent.

19 (b) Notwithstanding subsection (a), Road or Driveway grades of  
20 16 to 20 percent satisfy the requirements of this section if the  
21 Road has been treated to prevent slippage (including, but not  
22 limited to, aggregate treatments, binding agents, and/or paving)  
23 and scraping.

24 (c) Grade transitions shall be constructed and designed to  
25 accommodate maximum approach and departure angles of twelve (12)

1 degrees.

2 ~~(a) No road or road structure shall have a horizontal inside~~  
3 ~~radius of curvature of less than fifty (50) feet. An additional~~  
4 ~~surface width of four (4) feet shall be added to curves of 50-~~  
5 ~~100 feet radius; two (2) feet to those from 100-200 feet.~~

6 ~~(b) The length of vertical curves in roadways, exclusive of~~  
7 ~~gutters, ditches, and drainage structures designed to hold or~~  
8 ~~divert water, shall be not less than one hundred (100) feet.~~

9 Note: Authority cited: Section 4290, Public Resources Code.

10 Reference: Sections 4290 and 4291, Public Resources Code.

11  
12 § 1273.05. Road and Driveway Traffic Lane Width and Clear Width  
13 Turnarounds.

14 (a) All bidirectional Roads shall provide a minimum of two ten  
15 (10) foot Traffic Lanes, not including Shoulders or striping.

16 Where topographic or other limitations require the two Traffic  
17 Lanes to be constructed non-adjacently, each Traffic Lane shall  
18 provide a minimum of twelve (12) feet.

19 (b) All One-way Roads shall provide a minimum of one twelve  
20 (12) foot Traffic Lane.

21 (c) One-way Roads shall maintain a Clear Width of 20 feet.

22 Bidirectional Roads with a center median shall maintain a Clear  
23 Width of 20 feet on either side of the median. This Clear Width  
24 may include bike lanes, Shoulders, or flexible barriers used as  
25 traffic calming devices or to delineate a bicycle facility, or

1 for other uses.

2 (d) All Driveways shall be constructed to provide a minimum of  
3 one (1) ten (10) foot Traffic Lane, fourteen (14) feet Clear  
4 Width, and unobstructed Vertical Clearance of thirteen feet, six  
5 inches (13' 6").

6 ~~(a) Turnarounds are required on driveways and dead-end roads.~~

7 ~~(b) The minimum turning radius for a turnaround shall be forty  
8 (40) feet, not including parking, in accordance with the figures  
9 in 14 CCR §§ 1273.05(e) and 1273.05(f). If a hammerhead/T is  
10 used instead, the top of the "T" shall be a minimum of sixty  
11 (60) feet in length.~~

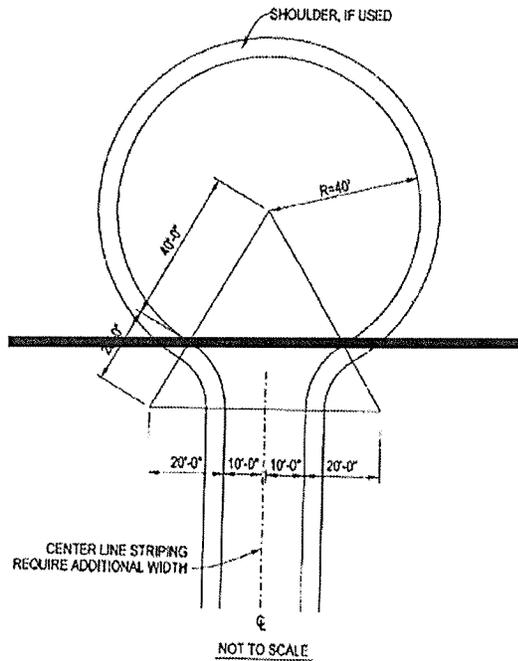
12 ~~(c) Driveways exceeding 150 feet in length, but less than 800  
13 feet in length, shall provide a turnout near the midpoint of the  
14 driveway. Where the driveway exceeds 800 feet, turnouts shall be  
15 provided no more than 400 feet apart.~~

16 ~~(d) A turnaround shall be provided on driveways over 300 feet in  
17 length and shall be within fifty (50) feet of the Building.~~

18 ~~(d) Each dead-end road shall have a turnaround constructed at  
19 its terminus. Where parcels are zoned five (5) acres or larger,  
20 turnarounds shall be provided at a maximum of 1,320 foot  
21 intervals.~~

22 ~~(e) Figure A. Turnarounds on roads with two ten-foot traffic  
23 lanes.~~

24 ~~Figure A/Image 1 is a visual representation of paragraph (b).~~



Note: Authority cited: Section 4290, Public Resources Code.

Reference: Sections 4290 and 4291, Public Resources Code.

§ 1273.06 Road and Driveway Vertical Clearances Turnouts

Roads and Driveways shall provide for a minimum of thirteen feet and six inches (13' 6") of unobstructed Vertical Clearance.

~~Turnouts shall be a minimum of twelve (12) feet wide and thirty (30) feet long with a minimum twenty-five (25) foot taper on each end.~~

Note: Authority cited: Section 4290, Public Resources Code.

Reference: Sections 4290 and 4291, Public Resources Code.

1 § 1273.07 Maximum Lengths of New One-Way Roads ~~Road and~~  
2 ~~Driveway Structures~~

3 (a) In no case shall a New One-Way Road exceed 2,640 feet in  
4 length.

5 ~~(a) Appropriate signing, including but not limited to weight or~~  
6 ~~vertical clearance limitations, one-way road or single traffic~~  
7 ~~lane conditions, shall reflect the capability of each bridge.~~

8 ~~(b) Where a bridge or an elevated surface is part of a fire~~  
9 ~~apparatus access road, the bridge shall be constructed and~~  
10 ~~maintained in accordance with the American Association of State~~  
11 ~~and Highway Transportation Officials Standard Specifications for~~  
12 ~~Highway Bridges, 17th Edition, published 2002 (known as AASHTO~~  
13 ~~HB-17), hereby incorporated by reference. Bridges and elevated~~  
14 ~~surfaces shall be designed for a live load sufficient to carry~~  
15 ~~the imposed loads of fire apparatus. Vehicle load limits shall~~  
16 ~~be posted at both entrances to bridges when required by the~~  
17 ~~local authority having jurisdiction.~~

18 ~~(c) Where elevated surfaces designed for emergency vehicle use~~  
19 ~~are adjacent to surfaces which are not designed for such use,~~  
20 ~~barriers, or signs, or both, as approved by the local authority~~  
21 ~~having jurisdiction, shall be installed and maintained.~~

22 ~~(d) A bridge with only one traffic lane may be authorized by the~~  
23 ~~local jurisdiction; however, it shall provide for unobstructed~~  
24 ~~visibility from one end to the other and turnouts at both ends.~~

25 Note: Authority cited: Section 4290, Public Resources Code.

1 Reference: Sections 4290 and 4291, Public Resources Code.

2  
3 § 1273.08 Maximum Lengths of New Dead-end Roads

4 (a) ~~The maximum length of a New Dead-end Road, including all~~  
5 ~~dead-end roads accessed from that dead-end road, shall not~~  
6 ~~exceed the following cumulative lengths, regardless of the~~  
7 ~~number of parcels served:~~

8 (1) for Roads with parcels zoned for less than not to  
9 exceed one (1) acre - 800 feet;

10 (2) for Roads with parcels zoned for 1 acre up to 4.99  
11 acres - 1,320 feet;

12 (3) for Roads with parcels zoned for 5 acres to 19.99 or  
13 larger - 2,640 feet.

14 ~~parcels zoned for 20 acres or larger - 5,280 feet~~

15 ~~All lengths shall be measured from the edge of the road surface~~  
16 ~~at the intersection that begins the road to the end of the road~~  
17 ~~surface at its farthest point. Where a dead-end road crosses~~  
18 ~~areas of differing zoned parcel sizes requiring different length~~  
19 ~~limits, the shortest allowable length shall apply.~~

20 (b) All New Dead-end Roads shall meet the Turnaround  
21 requirements in § 1273.10 (Road and Driveway Turnarounds). See 14  
22 CCR § 1273.05 for dead-end road turnaround requirements.

23 (c) All New Dead-end Roads shall meet the width requirements in  
24 § 1273.05 (Road and Driveway Traffic Lane Width and Clear  
25 Width).

1 (d) Each New Dead-end Road shall be connected directly to a  
2 through Road (a Road that is connected to other Roads at both  
3 ends).

4 (e) The length of New Dead-end Roads shall be measured from the  
5 center line of the through Road it connects to, to the terminus  
6 of the Dead-end Road at its farthest point.

7 (f) Where a New Dead-end Road provides access to differing  
8 zoned parcel sizes requiring different length limits, the  
9 shortest allowable length shall apply.

10 Note: Authority cited: Section 4290, Public Resources Code.

11 Reference: Sections 4290 and 4291, Public Resources Code.

12  
13 § 1273.09 Road and Driveway Turnouts Gate Entrances

14 (a) Turnouts shall be a minimum of twelve (12) feet wide from  
15 the shoulder stripe, twenty-two (22) feet long with a minimum  
16 twenty-five (25) foot taper on each end and be facilitated  
17 outside of the Traffic Lane to accommodate one passenger vehicle  
18 as illustrated on Figure 5.

19 (b) On One-way Roads and Dead-end Roads over 400 feet in length,  
20 a Turnout shall be located at approximately the midpoint of the  
21 Road, in addition to any other Turnouts Required.

22  
23 (c) Turnouts shall be provided no more than 400 feet apart on  
24 One-way Roads or on Roads that do not meet the width  
25 requirements.

(d) Driveways that are less than 20 feet wide and exceed 150

1 feet in length shall require a Turnout.

2 (e) Driveways greater than 150 feet in length and less than 800  
3 feet in length shall provide a Turnout near the midpoint of the  
4 Driveway.

5 (f) Where the Driveway exceeds 800 feet, Turnouts shall be  
6 provided no more than 400 feet apart.

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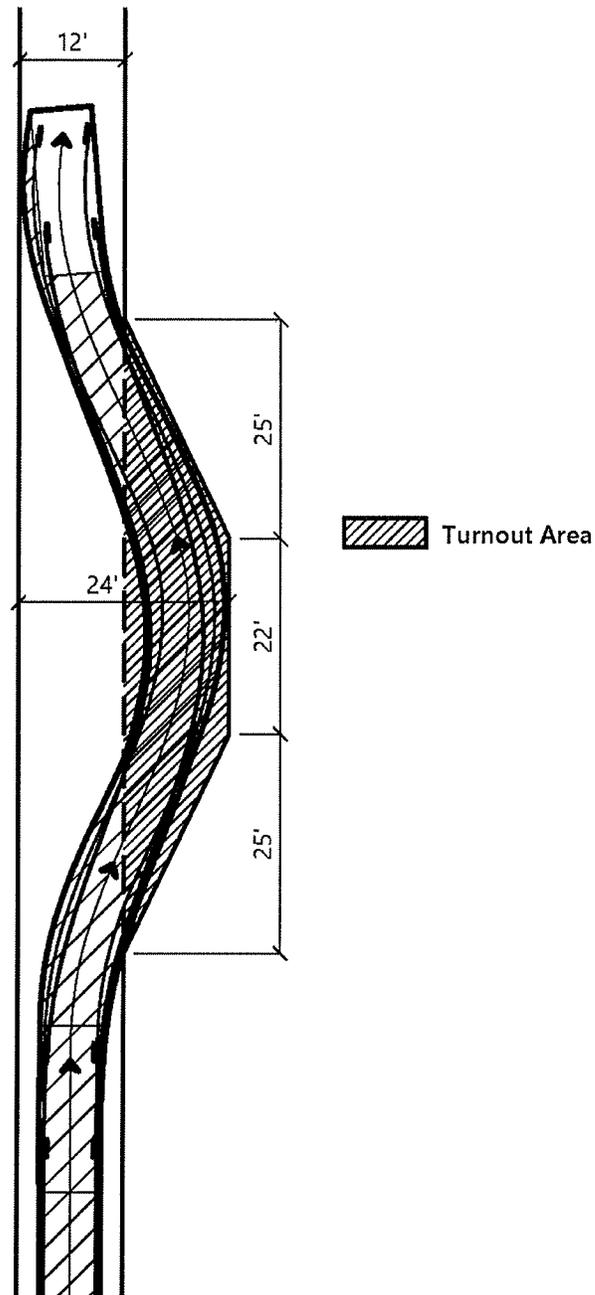


Figure 5  
Turnout Dimensions

1 ~~(a) Gate entrances shall be at least two (2) feet wider than the~~  
2 ~~width of the traffic lane(s) serving that gate and a minimum~~  
3 ~~width of fourteen (14) feet unobstructed horizontal clearance~~  
4 ~~and unobstructed vertical clearance of thirteen feet, six inches~~  
5 ~~(13' 6").~~

6 ~~(b) All gates providing access from a road to a driveway shall~~  
7 ~~be located at least thirty (30) feet from the roadway and shall~~  
8 ~~open to allow a vehicle to stop without obstructing traffic on~~  
9 ~~that road.~~

10 ~~(c) Where a one-way road with a single traffic lane provides~~  
11 ~~access to a gated entrance, a forty (40) foot turning radius~~  
12 ~~shall be used.~~

13 ~~(d) Security gates shall not be installed without approval.~~  
14 ~~Where security gates are installed, they shall have an approved~~  
15 ~~means of emergency operation. Approval shall be by the local~~  
16 ~~authority having jurisdiction. The security gates and the~~  
17 ~~emergency operation shall be maintained operational at all~~  
18 ~~times.~~

19 Note: Authority cited: Section 4290, Public Resources Code.

20 Reference: Sections 4290 and 4291, Public Resources Code.

21  
22 § 1273.10 Road and Driveway Turnarounds

23 ~~(a) Each Dead-end Road shall have a Turnaround constructed at~~  
24 ~~its terminus. Where a Dead-end Road crosses parcels zoned for~~  
25 ~~five (5) acres or larger, a Turnaround shall also be provided~~

1 halfway along the Dead-end Road.

2 (b) A Turnaround shall be provided on Driveways over 300 feet in  
3 length and shall be within fifty (50) feet of the Building.

4 (c) A Turnaround shall meet one of the following requirements in  
5 accordance with Figures 6.1, 6.2, or 6.3.

6 (d) Turnarounds with a radius smaller than 40 feet, shown in  
7 Figures 6.2 and 6.3 below, may be approved by the Local  
8 Jurisdiction when physical constraints prohibit the ability to  
9 install a 40-foot Turnaround.

10 (e) The center of the Turnaround shall remain clear of  
11 vegetation or decorative elements.

12 (f) If a hammerhead/T is used instead, the top of the "T" shall  
13 be a minimum of sixty (60) feet in length.

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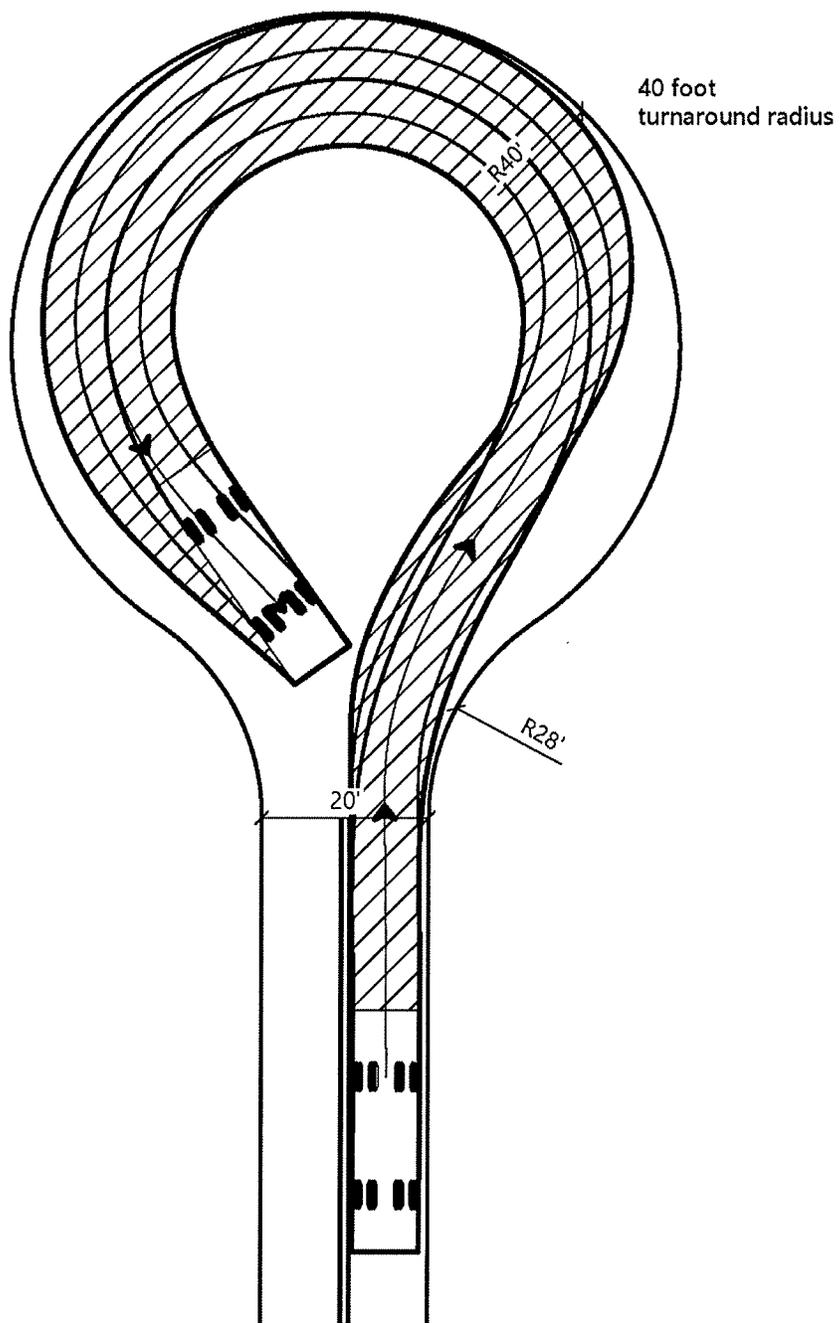


Figure 6.1  
Turnarounds with 40-foot radius

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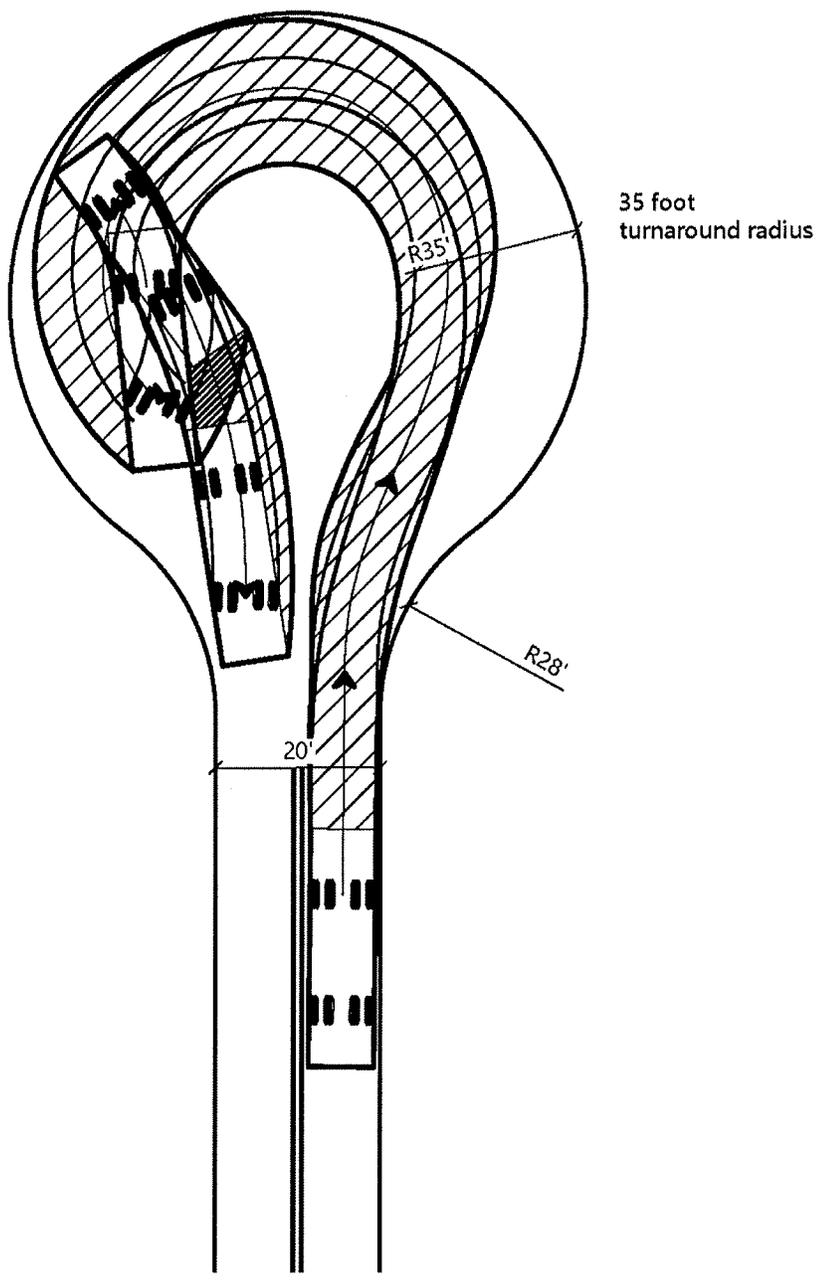


Figure 6.2  
Turnarounds with 35-foot radius

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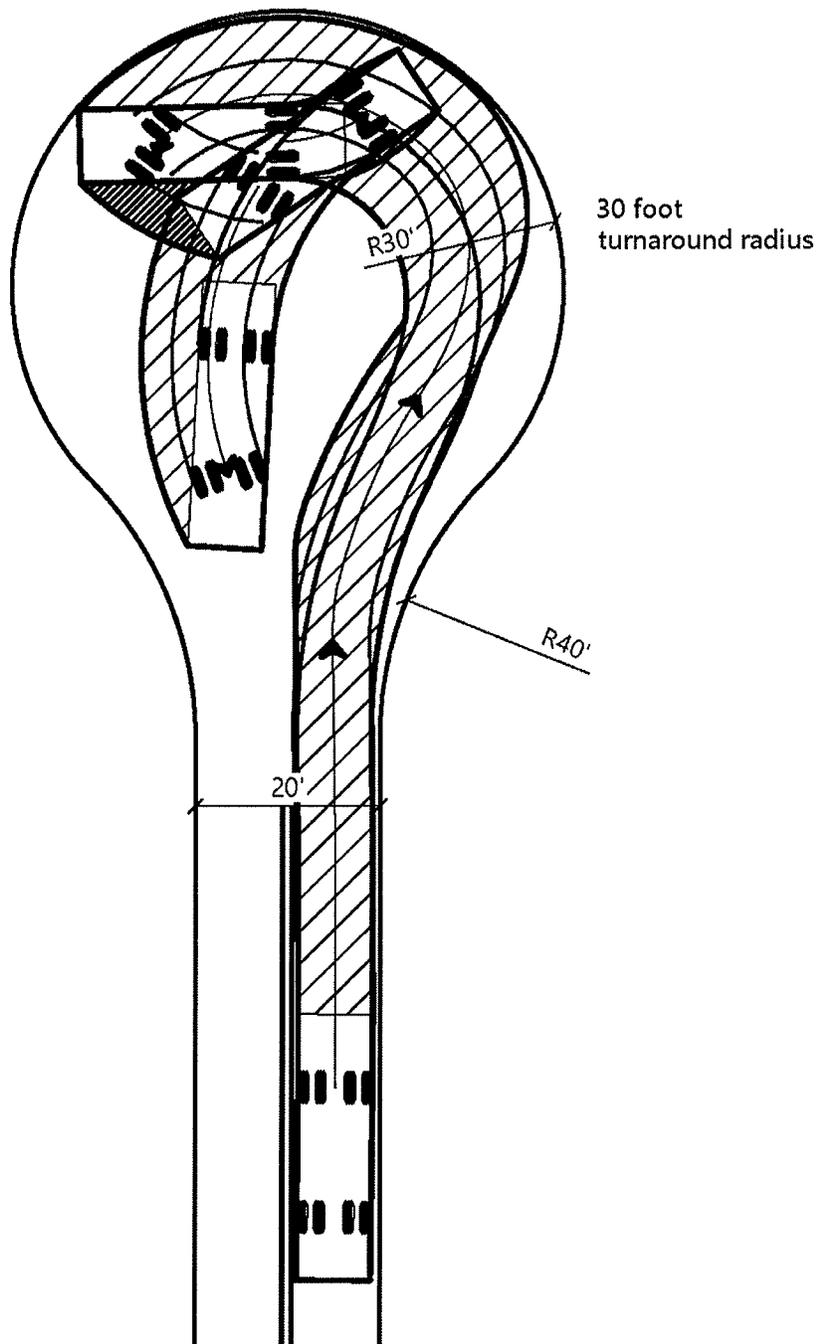


Figure 6.3  
Turnarounds with 30-foot radius

1 Note: Authority cited: Section 4290, Public Resources Code.

2 Reference: Sections 4290 and 4291, Public Resources Code.

3  
4 § 1273.11 Gates

5 (a) Gates shall have an approved means of emergency operation.

6 Electronic gates shall have a manual method of opening in case  
7 of electronic failure. The manual method shall be maintained  
8 operational at all times.

9 (b) Gate entrances shall be at least two (2) feet wider than the  
10 width of the Road or Driveway, as shown in Figure 7 below. Where  
11 a gate is installed across an existing Road or Driveway, the  
12 gate shall be no less than ten (10) feet wide, with a minimum  
13 Clear Width of fourteen (14) feet and unobstructed Vertical  
14 Clearance of thirteen feet, six inches (13' 6"). Clearance shall  
15 be maintained at all times.

16 (c) Where a One-way Road with a single Traffic Lane leads to a  
17 gated entrance, a forty (40) foot turning radius shall be used  
18 as illustrated on Figure 7.

19 (d) All gates on a Driveway shall be located at least thirty  
20 (30) feet from the Road and shall open in direction of travel,  
21 in accordance with Figure 7.

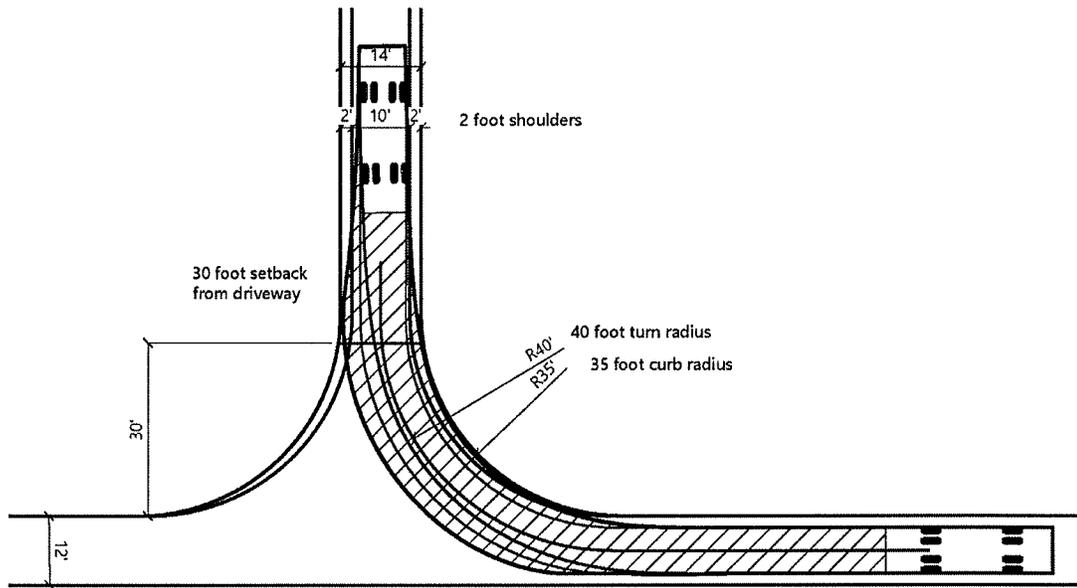


Figure 7  
 Effective Turn Radius for Gated Entrances/Driveways with Twelve Foot One-Way  
 Main Road

Note: Authority cited: Section 4290, Public Resources Code.

Reference: Sections 4290 and 4291, Public Resources Code.

§ 1273.12 Standards for Existing Roads

(a) Except as provided in subsections (b) and (d), Existing  
 Roads shall meet the following minimum requirements:

(1) One (1) fourteen (14) foot Traffic Lane;

(2) Native-surfacing for no more than 50% of the Road's  
 length; and

(3) Turnouts in compliance with § 1273.09 (Road and  
 Driveway Turnouts), or maintains a twenty (20) foot Clear Width  
 suitable to serve as a Traffic Lane for the length of the Road.

1 (b) Access to Buildings after a Wildfire shall provide for at  
2 least one (1) fourteen (14) foot Traffic Lane for a distance of  
3 at least twenty-two (22) feet at an interval of at least every  
4 400 feet; provided, however, where such Traffic Lanes are not  
5 possible due to physical site limitations such as localized  
6 topography, slope stability or soil conditions, Access shall  
7 provide for locations for vehicles to pass each other at  
8 reasonable intervals.

9 (c) Existing Roads providing Access to Buildings shall not  
10 exceed a grade of 25% over a distance of 500 linear feet.

11 (d) An Existing Road with a secondary route in conformance with  
12 § 1273.13 (Secondary Routes for Existing Roads) need not comply  
13 with subsection (a).

14 Note: Authority cited: Section 4290, Public Resources Code.  
15 Reference: Sections 4290 and 4291, Public Resources Code,  
16 Section 51178 Government Code.

17  
18 § 1273.13 Secondary Routes for Existing Roads

19 (a) Secondary routes shall meet the standards for New Roads in  
20 this Subchapter and shall provide for legal and deeded Access  
21 that serves as a typical travel way to and from the Building  
22 construction. A secured secondary route shall meet the  
23 requirements in § 1273.11 (Gates).

24 (b) Secondary routes shall connect a user to an alternative  
25 route that would not be affected by a closure to the primary  
route, to the extent practicable.

1 Note: Authority cited: Section 4290, Public Resources Code.

2 Reference: Sections 4290 and 4291, Public Resources Code.

3  
4 Article 3. Signing and Building Numbering

5 § 1274.00. Road Name Signs. Intent

6 (a) All Road signs shall conform to the requirements of the  
7 California Manual of Uniform Traffic Control Devices (CA MUTCD),  
8 hereby incorporated by reference.

9 (b) New Roads shall be identified by a name or number through a  
10 consistent system that provides for sequenced or patterned  
11 numbering and non-duplicative naming within each Local  
12 Jurisdiction. This section does not require any entity to rename  
13 or renumber existing roads.

14 (c) The size of letters, numbers, and symbols for road signs  
15 shall be a minimum four (4) inch letter height, half inch (.5)  
16 inch stroke, reflectorized, contrasting with the background  
17 color of the sign.

18 ~~To facilitate locating a fire and to avoid delays in response,~~  
19 ~~all newly constructed or approved roads and Buildings shall be~~  
20 ~~designated by names or numbers posted on signs clearly visible~~  
21 ~~and legible from the road. This section shall not restrict the~~  
22 ~~size of letters or numbers appearing on road signs for other~~  
23 ~~purposes.~~

24 Note: Authority cited: Section 4290, Public Resources Code.

25 Reference: Sections 4290 and 4291, Public Resources Code.

1  
2 § 1274.01. Road Signs Installation, Location, and Visibility.

3 (a) Signs required by this article identifying intersecting  
4 roads shall be placed at the intersection of those roads.

5 (b) A sign identifying traffic limitations, including but not  
6 limited to weight or Vertical Clearance limitations, Dead-end  
7 Roads, One-way Roads, or single lane Roads and bridges, shall be  
8 placed:

9 (1) at the intersection preceding the traffic limitation,

10 and

11 (2) no more than one hundred (100) feet before such traffic  
12 limitation.

13 (c) Road signs required by this article shall be posted at the  
14 beginning of construction and shall be maintained thereafter.

15 (d) Road signs shall meet the minimum sign retroreflectivity  
16 requirements in the CA MUTCD. Signs that are not required to  
17 meet the retroreflectivity requirements (e.g., blue or brown  
18 backgrounds) shall be retroreflective or illuminated to show the  
19 same shape and color by both day and night.

20 ~~(a) Newly constructed or approved roads must be identified by a~~  
21 ~~name or number through a consistent system that provides for~~  
22 ~~sequenced or patterned numbering and/or non-duplicative naming~~  
23 ~~within each local jurisdiction. This section does not require~~  
24 ~~any entity to rename or renumber existing roads, nor shall a~~  
25 ~~road providing access only to a single commercial or industrial~~

1 ~~occupancy require naming or numbering.~~

2 ~~(b) The size of letters, numbers, and symbols for road signs~~  
3 ~~shall be a minimum four (4) inch letter height, half inch (.5)~~  
4 ~~inch stroke, reflectorized, contrasting with the background~~  
5 ~~color of the sign.~~

6 Note: Authority cited: Section 4290, Public Resources Code.

7 Reference: Sections 4290 and 4291, Public Resources Code.

8  
9 § 1274.02. Addresses for Buildings.

10 (a) All Buildings shall be issued an address by the Local  
11 Jurisdiction consistent with the standards in the California  
12 Fire Code, California Code of Regulations title 24, part 9.

13 (b) Addresses for residential Buildings shall be reflectorized.

14 ~~(a) Road signs shall be visible and legible from both directions~~  
15 ~~of vehicle travel for a distance of at least one hundred (100)~~  
16 ~~feet.~~

17 ~~(b) Signs required by this article identifying intersecting~~  
18 ~~roads shall be placed at the intersection of those roads.~~

19 ~~(c) A sign identifying traffic access or flow limitations,~~  
20 ~~including but not limited to weight or vertical clearance~~  
21 ~~limitations, dead-end roads, one-way roads, or single lane~~  
22 ~~conditions, shall be placed:~~

23 ~~(i) at the intersection preceding the traffic access limitation,~~  
24 ~~and~~

25 ~~(ii) no more than one hundred (100) feet before such traffic~~

1 ~~access limitation.~~

2 ~~(d) Road signs required by this article shall be posted at the~~  
3 ~~beginning of construction and shall be maintained thereafter.~~

4 Note: Authority cited: Section 4290, Public Resources Code.

5 Reference: Sections 4290 and 4291, Public Resources Code.

6  
7 ~~§ 1274.03. Addresses for Buildings.~~

8 ~~(a) All buildings shall be issued an address by the local~~  
9 ~~jurisdiction which conforms to that jurisdiction's overall~~  
10 ~~address system. Utility and miscellaneous Group U buildings are~~  
11 ~~not required to have a separate address; however, each~~  
12 ~~residential unit within a building shall be separately~~  
13 ~~identified.~~

14 ~~(b) The size of letters, numbers, and symbols for addresses~~  
15 ~~shall conform to the standards in the California Fire Code,~~  
16 ~~California Code of Regulations title 24, part 9.~~

17 ~~(c) Addresses for residential buildings shall be reflectorized.~~

18 Note: Authority cited: Section 4290, Public Resources Code.

19 Reference: Sections 4290 and 4291, Public Resources Code.

20  
21 ~~§ 1274.04. Address Installation, Location, and Visibility.~~

22 ~~(a) All Buildings shall have a permanently posted address which~~  
23 ~~shall be plainly legible and visible from the road fronting the~~  
24 ~~property.~~

25 ~~(b) Where access is by means of a private road and the address~~

1 ~~identification cannot be viewed from the public way, an~~  
2 ~~unobstructed sign or other means shall be used so that the~~  
3 ~~address is visible from the public way.~~

4 ~~(c) Address signs along one-way roads shall be visible from both~~  
5 ~~directions.~~

6 ~~(d) Where multiple addresses are required at a single driveway,~~  
7 ~~they shall be mounted on a single sign or post.~~

8 ~~(e) Where a road provides access solely to a single commercial~~  
9 ~~or industrial business, the address sign shall be placed at the~~  
10 ~~nearest road intersection providing access to that site, or~~  
11 ~~otherwise posted to provide for unobstructed visibility from~~  
12 ~~that intersection.~~

13 ~~(f) In all cases, the address shall be posted at the beginning~~  
14 ~~of construction and shall be maintained thereafter.~~

15 ~~Note: Authority cited: Section 4290, Public Resources Code.~~

16 ~~Reference: Sections 4290 and 4291, Public Resources Code.~~

17  
18 Article 4. Water Supply. ~~Emergency Water Standards~~

19 § 1275.00. Application. ~~Intent~~

20 ~~(a) The provisions of this Article shall apply in the tentative~~  
21 ~~and parcel map process when new parcels are approved by the~~  
22 ~~Local Jurisdiction having authority, or when new Building~~  
23 ~~construction is not already served by an existing water supply.~~

24 ~~(b) These regulations shall not apply to existing water or~~  
25 ~~wastewater facilities that are not newly constructed, or to~~

1 existing water or wastewater facilities that are repaired,  
2 reconstructed, or upgraded. For purposes of this subsection,  
3 "water and wastewater facilities" includes, but is not limited  
4 to, water storage tanks and reservoirs, pump stations, treatment  
5 facilities, regulator stations, Fire Hydrants, and similar water  
6 and wastewater system devices.

7 (c) Where a specific code standard from the California Fire Code  
8 or National Fire Protection Association (NFPA) is referenced in  
9 this Article, any sections of the California Fire Code or NFPA  
10 standards regarding alternative methods of compliance,  
11 equivalencies, or modifications to the specified standards shall  
12 also apply.

13 ~~Emergency water for Wildfire protection shall be available,~~  
14 ~~accessible, and maintained in quantities and locations specified~~  
15 ~~in the statute and these regulations in order to attack a~~  
16 ~~Wildfire or defend property from a Wildfire.~~

17 Note: Authority cited: Section 4290, Public Resources Code.  
18 Reference: Sections 4290 and 4291, Public Resources Code.

19  
20 § 1275.01. Approved Water Supply. Application

21 (a) Water supply shall meet or exceed the California Fire Code,  
22 California Code of Regulations Title 24, Part 9.

23 (b) Where a Municipal-Type Water Supply is not available, the  
24 Local Jurisdiction shall utilize the National Fire Protection  
25 Association (NFPA) 1142, "Standard on Water Supplies for

1 Suburban and Rural Fire Fighting," 2017 Edition, hereby  
2 incorporated by reference, as referenced in the California Fire  
3 Code, California Code of Regulations Title 24, Part 9, Appendix  
4 B and Appendix BB.

5 (c) All Building construction shall include a water supply for  
6 structure defense. Such protection shall be serviceable prior to  
7 and during the time of construction, except when alternative  
8 methods of protection are provided and approved by the Local  
9 Jurisdiction.

10 (d) Nothing in this article prohibits the combined storage of  
11 Wildfire and structural firefighting water supplies unless so  
12 prohibited by local ordinance or specified by the Local Fire  
13 Authority. Water supplies required under the California Fire  
14 Code, California Code of Regulations Title 24, Part 9, or other  
15 law or regulation may also be used to satisfy the requirements  
16 of this Article, so long as the full amount of water supply  
17 required by this article is provided.

18 (e) Where freeze or crash protection is required by the Local  
19 Jurisdictions, such protection measures shall be provided.

20 ~~The provisions of this article shall apply in the tentative and~~  
21 ~~parcel map process when new parcels are approved by the local~~  
22 ~~jurisdiction having authority.~~

23 Note: Authority cited: Section 4290, Public Resources Code.

24 Reference: Sections 4290 and 4291, Public Resources Code.

1 § 1275.02. Identification of Water Sources. ~~Water Supply.~~

2 (a) Fire Hydrants or water access located along a Driveway shall  
3 be identified by at least (1) reflectorized blue marker, with a  
4 minimum dimension of three (3) inches. This marker shall be  
5 mounted on a fire retardant sign post. The sign post shall be  
6 located and mounted as specified by the Fire Authority.

7 (b) Fire Hydrants or water access located along a Road shall be  
8 identified by a reflectorized blue marker, with a minimum  
9 dimension of three (3) inches. This marker shall be mounted on a  
10 fire-retardant sign post. The sign post shall be within three  
11 (3) feet of the Fire Hydrant or water access. The sign shall be  
12 no fewer than three (3) nor greater than five (5) feet above  
13 ground, in a horizontal position, and visible from the Road, or  
14 as specified by the Fire Authority.

15 ~~(a) When a water supply for structure defense is required to be~~  
16 ~~installed, such protection shall be installed and made~~  
17 ~~serviceable prior to and during the time of construction except~~  
18 ~~when alternative methods of protection are provided and approved~~  
19 ~~by the local authority having jurisdiction.~~

20 ~~(b) Water systems equaling or exceeding the California Fire~~  
21 ~~Code, California Code of Regulations title 24, part 9, or, where~~  
22 ~~a municipal-type water supply is unavailable, National Fire~~  
23 ~~Protection Association (NFPA) 1142, "Standard on Water Supplies~~  
24 ~~for Suburban and Rural Fire Fighting," 2017 Edition, hereby~~  
25 ~~incorporated by reference, shall be accepted as meeting the~~

1 ~~requirements of this article.~~

2 ~~(c) Such emergency water may be provided in a fire agency mobile~~  
3 ~~water tender, or naturally occurring or man made containment~~  
4 ~~structure, as long as the specified quantity is immediately~~  
5 ~~available.~~

6 ~~(d) Nothing in this article prohibits the combined storage of~~  
7 ~~emergency Wildfire and structural firefighting water supplies~~  
8 ~~unless so prohibited by local ordinance or specified by the~~  
9 ~~local fire agency.~~

10 ~~(e) Where freeze or crash protection is required by Local~~  
11 ~~Jurisdictions having authority, such protection measures shall~~  
12 ~~be provided.~~

13 Note: Authority cited: Section 4290, Public Resources Code.

14 Reference: Sections 4290 and 4291, Public Resources Code.

15  
16 § 1275.03. Secured Water Sources. Hydrants and Fire Valves.

17 Break away locks or similar systems approved by the Local  
18 Jurisdiction shall provide fire fighters with access to any  
19 water connections, valves, or controls that are normally secured  
20 by gates, doors, or other locking systems.

21 ~~(a) The hydrant or fire valve shall be eighteen (18) inches~~  
22 ~~above the finished surface. Its location in relation to the road~~  
23 ~~or driveway and to the Building(s) or structure(s) it serves~~  
24 ~~shall comply with California Fire Code, California Code of~~  
25 ~~Regulations title 24, part 9, Chapter 5, and Appendix C.~~

1 ~~(b) The hydrant head shall be a two and half (2 1/2) inch~~  
2 ~~National Hose male thread with cap for pressure and gravity flow~~  
3 ~~systems and four and a half (4 1/2) inch for draft systems.~~

4 ~~(c) Hydrants shall be wet or dry barrel and have suitable freeze~~  
5 ~~or crash protection as required by the Local Jurisdiction.~~

6 Note: Authority cited: Section 4290, Public Resources Code.

7 Reference: Sections 4290 and 4291, Public Resources Code.

8  
9 § 1275.04. Municipal-Type Water System Hydrants. Signing of  
10 Water Sources

11 (a) The Municipal-Type Fire Hydrant shall be eighteen (18)  
12 inches above the finished surface. Its location in relation to  
13 the Road or Driveway and to the Building(s) or structure(s) it  
14 serves shall comply with California Fire Code, California Code  
15 of Regulations Title 24, Part 9, Chapter 5, and Appendix C.

16 (b) The Municipal-Type Fire Hydrant shall be sizes designated  
17 by the Local Jurisdiction, in consultation with the Fire  
18 Authority, and shall have male American National Fire Hose Screw  
19 Threads (NH).

20 (c) Where Municipal-Type water supply Fire Hydrant systems are  
21 not practical due to the absence of a Municipal-Type Water  
22 System, or other limiting factors, a performance-based water  
23 supply alternative approved by the Local Jurisdiction, in  
24 consultation with the Fire Authority, shall be designed and  
25 installed to meet the minimum fire flow water supply

1 requirements of 250 gallons per minute (gpm) for two (2) hours.

2 ~~(a) Each hydrant, fire valve, or access to water shall be~~  
3 ~~identified as follows:~~

4 ~~(1) if located along a driveway, a reflectorized blue marker,~~  
5 ~~with a minimum dimension of three (3) inches shall be located on~~  
6 ~~the driveway address sign and mounted on a fire retardant post,~~

7 ~~or~~

8 ~~(2) if located along a road,~~

9 ~~(i) a reflectorized blue marker, with a minimum dimension of~~  
10 ~~three (3) inches, shall be mounted on a fire retardant post. The~~  
11 ~~sign post shall be within three (3) feet of said hydrant or fire~~  
12 ~~valve, with the sign no less than three (3) feet nor greater~~  
13 ~~than five (5) feet above ground, in a horizontal position and~~  
14 ~~visible from the driveway, or~~

15 ~~(ii) as specified in the State Fire Marshal's Guidelines for~~  
16 ~~Fire Hydrant Markings Along State Highways and Freeways, May~~  
17 ~~1988.~~

18 Note: Authority cited: Section 4290, Public Resources Code.

19 Reference: Sections 4290 and 4291, Public Resources Code.

20  
21 § 1275.05. Dry Hydrants

22 When dry hydrants have been approved by the Local Jurisdiction,  
23 the requirements of NFPA 1142 (2017) Chapter 8 (8.3, 8.4, 8.5,  
24 8.6, 8.7 and 8.8), hereby incorporated by reference, shall be  
25 met.

1 Note: Authority cited: Section 4290, Public Resources Code.

2 Reference: Sections 4290 and 4291, Public Resources Code.

3  
4 § 1275.06. Mobile Water Supply (Water Tenders)

5 (a) Fire water delivery systems that rely on mobile water supply  
6 (water tenders) shall only be permitted under the following  
7 conditions:

8 (1) During the construction phase of a new Development,  
9 prior to the permanent fire water delivery system installation;

10 or,

11 (2) When the Local Jurisdiction determines that all other  
12 means of water supply is not practical.

13 (b) The mobile water supply shall, within five (5) minutes of  
14 the arrival of the first Fire Apparatus on-scene, be capable of  
15 providing the Fire Apparatus with a minimum 250 gpm for a 2-hour  
16 duration.

17 (c) Mobile water supplies may use NFPA 1142 (2017) Annex C,  
18 hereby incorporated by reference, to achieve minimum fire flow  
19 requirements.

20 Note: Authority cited: Section 4290, Public Resources Code.

21 Reference: Sections 4290 and 4291, Public Resources Code.

22  
23 § 1275.07. Protection of Water Supply Infrastructure from  
24 Wildfire.

25 (a) All water supply infrastructure shall be protected from

1 Wildfire radiant heat, convective heat, and embers by at least  
2 one of the following:

3 (1) underground burial; or

4 (2) construction of non-combustible materials, fittings and  
5 valves, such as concrete or metal; or

6 (3) maintenance of a 100-foot, slope-adjusted defensible  
7 space immediately surrounding the infrastructure; or

8 (4) placement within a Building constructed to the  
9 requirements of the California Building Code (California Code of  
10 Regulations Title 24, Part 2) Chapter 7A.

11 Note: Authority cited: Section 4290, Public Resources Code.

12 Reference: Sections 4290 and 4291, Public Resources Code.

13  
14 Article 5. Building Siting, Setbacks, and Fuel Modification Fuel  
15 Modification Standards

16 § 1276.00. Applicability Intent

17 (a) All Building construction shall comply with the following  
18 provisions of this Article: § 1276.01 (Building and Parcel  
19 Siting and Setbacks); § 1276.02(c) (Ridgelines); and § 1276.06  
20 (Disposal of Flammable Vegetation and Fuels).

21 (b) The following provisions of this article shall further apply  
22 in the tentative and parcel map process for new parcels: §  
23 1276.01 (Building and Parcel Siting and Setbacks); § 1276.02(c)  
24 (Ridgelines); § 1276.03 (Fuel Breaks); § 1276.04 (Greenbelts,  
25 Greenways, Open Spaces and Parks); § 1276.05 (Maintenance of

1 Fuel Breaks); and § 1276.06 (Disposal of Flammable Vegetation  
2 and Fuels).

3 ~~To reduce the intensity of a Wildfire by reducing the volume and~~  
4 ~~density of flammable vegetation, the strategic siting of fuel~~  
5 ~~modification and greenbelts shall provide for increased safety~~  
6 ~~for emergency fire equipment and evacuating civilians by its~~  
7 ~~utilization around structures and roads, including driveways,~~  
8 ~~and a point of attack or defense from a Wildfire.~~

9 Note: Authority cited: Section 4290, Public Resources Code.

10 Reference: Sections 4290 and 4291, Public Resources Code.

11  
12 § 1276.01. Building and Parcel Siting and Setbacks. ~~Setback for~~  
13 ~~Structure Defensible Space~~

14 (a) All parcels shall provide a minimum thirty (30) foot setback  
15 for all Buildings from all property lines and/or the center of  
16 a Road, except as provided for in subsection (b).

17 (b) A reduction in the minimum setback shall be based upon when  
18 ~~a thirty (30) foot setback is not possible for practical~~  
19 ~~reasons, which may include but are not limited to, parcel~~  
20 ~~dimensions or size; topographic limitations; development density~~  
21 ~~requirements or other development patterns that promote low-~~  
22 ~~carbon emission outcomes; sensitive habitat; or other site~~  
23 ~~constraints easements, and shall reduce Structure-to-Structure~~  
24 ~~ignition by incorporating features such as, but not limited to:~~

25 ~~Same practical effect options may include, but are not limited~~

1 ~~to:~~ (1) non-combustible block walls or fences; or  
2 (2) five (5) feet of non-combustible material extending  
3 five (5) feet horizontally from the furthest extent of the  
4 Building; or  
5 (3) installing hardscape landscaping or reducing exposed  
6 windows on the side of the sStructure with a less than  
7 thirty (30) foot setback; or  
8 (4) additional structure hardening that exceeds the  
9 requirements in the California Building Code, California Code of  
10 Regulations Title 24, Part 2, Chapter 7A.

11 Note: Authority cited: Section 4290, Public Resources Code.

12 Reference: Sections 4290 and 4291, Public Resources Code.

13  
14 § 1276.02. Ridgelines. Maintenance of Defensible Space Measures.

15 (a) The Local Jurisdiction shall identify strategic Ridgelines,  
16 if any, in consultation with the Fire Authority. Strategic  
17 Ridgelines shall be identified through an assessment of the  
18 following factors:

19 (1) Topography;

20 (2) Vegetation;

21 (3) Proximity to any existing or proposed residential,  
22 commercial, or industrial land uses;

23 (4) Ability to support effective fire suppression; and

24 (5) Other factors, if any, deemed relevant by the Local  
25 Jurisdiction and Fire Authority.

1 (b) Preservation of Undeveloped Ridgelines identified as  
2 strategically important shall be required.

3 (c) New Buildings on Undeveloped Ridgelines identified as  
4 strategically important are prohibited. Nothing in this  
5 subsection shall be construed to alter the extent to which  
6 Structures or Development other than Buildings, such as but not  
7 limited to Utility and Miscellaneous Group U Structures, may be  
8 constructed on Undeveloped Ridgelines.

9 (d) The Local Jurisdiction may implement further specific  
10 requirements to preserve Undeveloped Ridgelines.

11 ~~To ensure continued maintenance of commonly owned properties in~~  
12 ~~conformance with these standards and to assure continued~~  
13 ~~availability, access, and utilization of the defensible space~~  
14 ~~provided by these standards during a wildfire, provisions for~~  
15 ~~annual maintenance shall be provided in emergency access~~  
16 ~~covenants or similar binding agreements.~~

17 Note: Authority cited: Section 4290, Public Resources Code.

18 Reference: Sections 4290 and 4291, Public Resources Code.

19  
20 ~~§ 1276.03. Fuel Breaks Disposal of Flammable Vegetation and~~  
21 ~~Fuels.~~

22 (a) When Building construction meets the following criteria, the  
23 Local Jurisdiction shall determine the need and location for  
24 Fuel Breaks in consultation with the Fire Authority:

25 (1) the permitting or approval of three (3) or more new

1 parcels, excluding lot line adjustments as specified in  
2 Government Code (GC) section 66412(d); or

3 (2) an application for a change of zoning increasing zoning  
4 intensity or density; or

5 (3) an application for a change in use permit increasing  
6 use intensity or density.

7 (b) Fuel Breaks required by the Local Jurisdiction shall be  
8 located, designed, and maintained in a condition that reduces  
9 the potential of damaging radiant and convective heat or ember  
10 exposure to Access routes, Buildings, or infrastructure within  
11 the Development.

12 (c) Fuel Breaks may be required at locations such as, but not  
13 limited to:

14 (1) Directly adjacent to Defensible Space to reduce radiant  
15 and convective heat exposure, ember impacts, or support fire  
16 suppression tactics;

17 (2) Directly adjacent to Roads to manage radiant and  
18 convective heat exposure or ember impacts, increase evacuation  
19 safety, or support fire suppression tactics;

20 (3) Directly adjacent to a Hazardous Land Use to limit the  
21 spread of fire from such uses, reduce radiant and convective  
22 heat exposure, or support fire suppression tactics;

23 (4) Strategically located along Ridgelines, in Greenbelts,  
24 or other locations to reduce radiant and convective heat  
25 exposure, ember impacts, or support community level fire

1 suppression tactics.

2 (d) Fuel Breaks shall be completed prior to the commencement of  
3 any permitted construction.

4 (e) Fuel Breaks shall be constructed using the most ecologically  
5 and site appropriate treatment option, such as, but not limited  
6 to, prescribed burning, manual treatment, mechanical treatment,  
7 prescribed herbivory, and targeted ground application of  
8 herbicides.

9 (f) Fuel Breaks shall have, at a minimum, one point of entry for  
10 fire fighters and any Fire Apparatus. The specific number of  
11 entry points and entry requirements shall be determined by the  
12 Local Jurisdiction in consultation with the Fire Authority.

13 ~~Disposal, including chipping, burying, burning or removal to a~~  
14 ~~site approved by the local jurisdiction, of flammable vegetation~~  
15 ~~and fuels caused by site development and construction, road and~~  
16 ~~driveway construction, and fuel modification shall be completed~~  
17 ~~prior to completion of road construction or final inspection of~~  
18 ~~a building permit.~~

19 Note: Authority cited: Section 4290, Public Resources Code.

20 Reference: Sections 4290 and 4291, Public Resources Code.

21  
22 § 1276.04. Greenbelts, Greenways, Open Spaces and Parks  
23 Greenbelts

24 (a) Where a Greenbelt, Greenway, open space, park, landscaped or  
25 natural area, or portions thereof, is intended to serve as a

1 Fuel Break, the space or relevant portion thereof shall conform  
2 with the requirements in § 1276.03 (Fuel Breaks).

3 (b) Local Jurisdictions may require Greenbelts or Greenways or  
4 other open areas for the purpose of providing potential areas of  
5 refuge for the public or firefighters or other values as a last  
6 resort, if safe evacuation is not practicable.

7 ~~Subdivision and other developments, which propose greenbelts as~~  
8 ~~a part of the development plan, shall locate said greenbelts~~  
9 ~~strategically as a separation between wildland fuels and~~  
10 ~~structures. The locations shall be approved by the local~~  
11 ~~authority having jurisdiction and may be consistent with the CAL~~  
12 ~~FIRE Unit Fire Management Plan or Contract County Fire Plan.~~

13 Note: Authority cited: Section 4290, Public Resources Code.

14 Reference: Sections 4290 and 4291, Public Resources Code.

15  
16 § 1276.05. Maintenance of Fuel Breaks

17 (a) Where a Local Jurisdiction requires Fuel Breaks pursuant to  
18 § 1276.03 (Fuel Breaks), maintenance mechanisms shall be  
19 established to ensure the fire behavior objectives and  
20 thresholds are maintained over time.

21 (b) The mechanisms required shall be binding upon the property  
22 for which the Fuel Break is established, shall ensure adequate  
23 maintenance levels, and may include written legal agreements;  
24 permanent fees, taxes, or assessments; assessments through a  
25 homeowners' association; or other funding mechanisms.

1 Note: Authority cited: Section 4290, Public Resources Code.

2 Reference: Sections 4290 and 4291, Public Resources Code.

3  
4 § 1276.06 Disposal of Flammable Vegetation and Fuels

5 The disposal, including burning or removal to a site approved by  
6 the Local Jurisdiction, of flammable vegetation and fuels caused  
7 by site development and construction, road and driveway  
8 construction shall be in accordance with all applicable laws and  
9 regulations.

10 Note: Authority cited: Section 4290, Public Resources Code.

11 Reference: Sections 4290 and 4291, Public Resources Code.

401

**PLUMAS COUNTY • DEPARTMENT OF PUBLIC WORKS**

1834 East Main Street, Quincy, CA 95971 – Telephone (530) 283-6268 Facsimile (530) 283-6323

John Mannle, P.E., Director

Joe Blackwell, Deputy Director



**AGENDA REQUEST**

For the June 1, 2021 meeting of the Plumas County Board of Supervisors

May 12, 2021,

To: Honorable Board of Supervisors

From: John Mannle, Director of Public Works

3 Subject: Authorization for the Public Works/Road Department to fill the vacancy of One (1) FTE PW Maintenance Worker position in the Chester Maintenance District, discussion and possible action.

**Background:**

As the result of the retirement of a Greenville Maintenance Worker, effective June 1, 2021, and subsequent transfer of a Chester Road Maintenance Worker to the Greenville Road Maintenance District, there exists a vacancy for a Road Maintenance Worker in the Chester Road Maintenance District.

The Department is requesting to fill this position.

This position is funded and allocated in the proposed FY 20/21 budget of the Department of Public Works

The completed Critical Staffing Questionnaire and Departmental Organization Chart are attached.

**Recommendation:**

The Director of Public works respectfully recommends the Board of Supervisors authorize the Department to fill the vacancy of one (1) FTE PW Maintenance Worker position in the Chester Maintenance District.

Attachments: Critical Staffing Questionnaire  
Departmental Organization Chart

## QUESTIONS FOR STAFFING CRITICAL POSITIONS WHICH ARE CURRENTLY ALLOCATED.

### **Public Works Maintenance Worker / Public Works Maintenance Division – Chester District**

Is there a legitimate business, statutory or financial justification to fill the position?

**Yes- Street & Highways Code - the Maintenance division is a necessary component to maintain county roads and bridges in a safe condition for public use for all modes of travel 24/7/365.**

Why is it critical that this position be filled at this time?

**The minimum crew size for the Chester area is 6. At least 2 personnel provide for traffic control during the majority of maintenance activities leaving just 4 personnel to perform the activity. Maintenance Workers are subject to 24-hour “call-out” for road related emergencies and snow removal.**

How long has the position been vacant?

**Vacant as of 06/01/2021.**

Can the Department use other wages until the next budget cycle?

**The Maintenance Division’s budget line item for wages in the 20/21 budget includes funds for this position.**

What are staffing levels at other counties for similar departments and/or positions?

**No specific research has been performed for this position. Generally speaking, however, past research tasks have identified Plumas County as being consistent with neighboring Counties.**

What core function will be impacted without filling the position prior to July 1?

**Providing adequate maintenance necessary component to keep County roads in the Chester Area in a safe condition for public use for all modes of travel.**

What negative fiscal impact will the County suffer if the position is not filled prior to July 1?

**The negative fiscal impact will be the increase in the County’s liability due to inadequate maintenance of County roads in the Beckwourth Area.**

A non-General Fund department head needs to satisfy that he/she has developed a budget reduction plan in the event of the loss of future state, federal or local funding. What impact will this reduction plan have to other County departments? **None**

Does the department expect other financial expenditures which will impact the general fund and are not budgeted such as audit exceptions? **No**

Does the budget reduction plan anticipate the elimination of any of the requested positions?

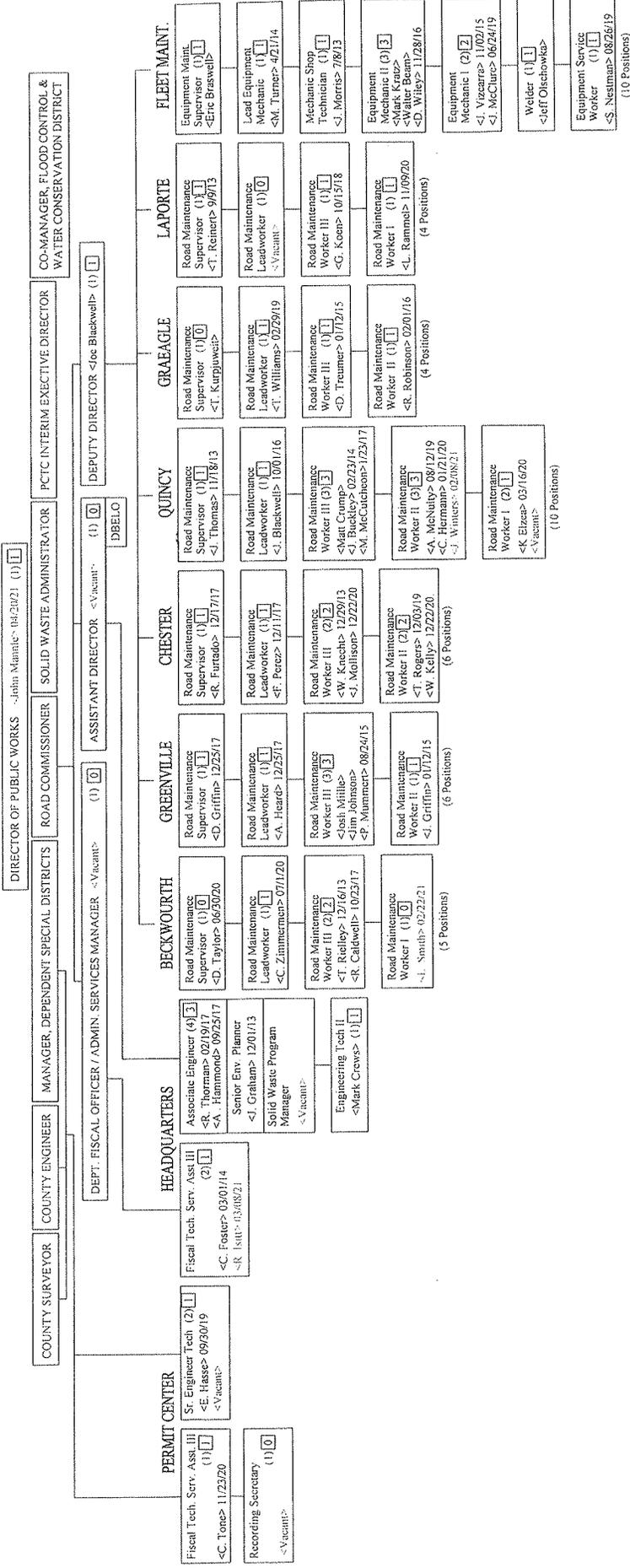
**No**

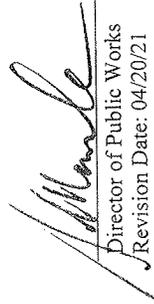
Departments shall provide an estimate of future general fund support for the next two years and how the immediate filling of this position may impact, positively or negatively, the need for general fund support? **No change in General Fund support since this is already a budgeted position.**

Does the department have a reserve?

**Yes – \$1,069,000.**

# PLUMAS COUNTY DEPARTMENT OF PUBLIC WORKS ORGANIZATION CHART



  
 Director of Public Works  
 Revision Date: 04/20/21

4D2

**PLUMAS COUNTY • DEPARTMENT OF PUBLIC WORKS**

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



**AGENDA REQUEST**

For the June 1, 2021 meeting of the Plumas County Board of Supervisors

May 21, 2021,

To: Honorable Board of Supervisors

From: John Mannle, Director of Public Works

c

Subject: Authorization for the <sup>Lead</sup> Public Works/Road Department to fill the vacancy of One (1) FTE PW ~~Maintenance~~ Worker position in the Quincy Maintenance District, discussion and possible action.

Background:

As the result of the Retirement of the Graeagle Maintenance LeadWorker, effective June 3, 2021, there will exist a vacancy for a Road Maintenance Worker in the Quincy Road Maintenance District due to Quincy District LeadWorker lateral movement to Graeagle District LeadWorker position, leaving Quincy District short one (1) FTE Road Maintenance position.

The Department is requesting to fill this position.

This position is funded and allocated in the proposed FY 20/21 budget of the Department of Public Works

The completed Critical Staffing Questionnaire and Departmental Organization Chart are attached.

Recommendation:

The Director of Public works respectfully recommends the Board of Supervisors authorize the Department to fill the vacancy of one (1) FTE PW Maintenance Worker position in the Quincy Maintenance District.

Attachments: Critical Staffing Questionnaire  
Departmental Organization Chart

## QUESTIONS FOR STAFFING CRITICAL POSITIONS WHICH ARE CURRENTLY ALLOCATED.

### **Public Works Maintenance Worker / Public Works Maintenance Division – Quincy District**

Is there a legitimate business, statutory or financial justification to fill the position?

**Yes- Street & Highways Code - the Maintenance division is a necessary component to maintain county roads and bridges in a safe condition for public use for all modes of travel 24/7/365.**

Why is it critical that this position be filled at this time?

**The minimum crew size for the Quincy area is 10. This crew is responsible for county-wide traffic painting, heavy equipment transport and supplementing other crews with personnel and equipment. Maintenance Workers are subject to 24-hour “call-out” for road related emergencies and snow removal.**

How long has the position been vacant?

**Vacant as of 05/27/2021.**

Can the Department use other wages until the next budget cycle?

**The Maintenance Division’s budget line item for wages in the 20/21 budget includes funds for this position.**

What are staffing levels at other counties for similar departments and/or positions?

**No specific research has been performed for this position. Generally speaking, however, past research tasks have identified Plumas County as being consistent with neighboring Counties.**

What core function will be impacted without filling the position prior to July 1?

**Providing adequate maintenance necessary component to keep County roads in the Quincy Area in a safe condition for public use for all modes of travel.**

What negative fiscal impact will the County suffer if the position is not filled prior to July 1?

**The negative fiscal impact will be the increase in the County’s liability due to inadequate maintenance of County roads in the Quincy Area.**

A non-General Fund department head needs to satisfy that he/she has developed a budget reduction plan in the event of the loss of future state, federal or local funding. What impact will this reduction plan have to other County departments? **None**

Does the department expect other financial expenditures which will impact the general fund and are not budgeted such as audit exceptions? **No**

Does the budget reduction plan anticipate the elimination of any of the requested positions?

**No**

Departments shall provide an estimate of future general fund support for the next two years and how the immediate filling of this position may impact, positively or negatively, the need for general fund support? **No change in General Fund support since this is already a budgeted position.**

Does the department have a reserve?

**Yes – \$1,069,000.**



# PLUMAS COUNTY • DEPARTMENT OF PUBLIC WORKS

1834 East Main Street, Quincy, CA 95971 – Telephone (530) 283-6268 Facsimile (530) 283-6323

John Mannle, P.E., Director

Joe Blackwell, Deputy Director



## AGENDA REQUEST

For the June 1, 2021 meeting of the Plumas County Board of Supervisors

May 17, 2021,

To: Honorable Board of Supervisors

From: John Mannle, Director of Public Works

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

D Subject: Authorization for the Public Works/Road Department to fill the vacancy of One (1) FTE PW Maintenance Worker position in the Quincy Maintenance District, discussion and possible action.

### Background:

As the result of the resignation of a Quincy Maintenance Worker, effective May 27, 2021, there exists a vacancy for a Road Maintenance Worker in the Quincy Road Maintenance District.

The Department is requesting to fill this position.

This position is funded and allocated in the proposed FY 20/21 budget of the Department of Public Works

The completed Critical Staffing Questionnaire and Departmental Organization Chart are attached.

### Recommendation:

The Director of Public works respectfully recommends the Board of Supervisors authorize the Department to fill the vacancy of one (1) FTE PW Maintenance Worker position in the Quincy Maintenance District.

Attachments: Critical Staffing Questionnaire  
Departmental Organization Chart

# QUESTIONS FOR STAFFING CRITICAL POSITIONS WHICH ARE CURRENTLY ALLOCATED.

## **Public Works Maintenance Worker / Public Works Maintenance Division – Quincy District**

Is there a legitimate business, statutory or financial justification to fill the position?

**Yes- Street & Highways Code - the Maintenance division is a necessary component to maintain county roads and bridges in a safe condition for public use for all modes of travel 24/7/365.**

Why is it critical that this position be filled at this time?

**The minimum crew size for the Quincy area is 10. This crew is responsible for county-wide traffic painting, heavy equipment transport and supplementing other crews with personnel and equipment. Maintenance Workers are subject to 24-hour “call-out” for road related emergencies and snow removal.**

How long has the position been vacant?

**Vacant as of 05/27/2021.**

Can the Department use other wages until the next budget cycle?

**The Maintenance Division’s budget line item for wages in the 20/21 budget includes funds for this position.**

What are staffing levels at other counties for similar departments and/or positions?

**No specific research has been performed for this position. Generally speaking, however, past research tasks have identified Plumas County as being consistent with neighboring Counties.**

What core function will be impacted without filling the position prior to July 1?

**Providing adequate maintenance necessary component to keep County roads in the Quincy Area in a safe condition for public use for all modes of travel.**

What negative fiscal impact will the County suffer if the position is not filled prior to July 1?

**The negative fiscal impact will be the increase in the County’s liability due to inadequate maintenance of County roads in the Quincy Area.**

A non-General Fund department head needs to satisfy that he/she has developed a budget reduction plan in the event of the loss of future state, federal or local funding. What impact will this reduction plan have to other County departments? **None**

Does the department expect other financial expenditures which will impact the general fund and are not budgeted such as audit exceptions? **No**

Does the budget reduction plan anticipate the elimination of any of the requested positions?  
**No**

Departments shall provide an estimate of future general fund support for the next two years and how the immediate filling of this position may impact, positively or negatively, the need for general fund support? **No change in General Fund support since this is already a budgeted position.**

Does the department have a reserve?

**Yes – \$1,069,000.**



4E



## PLUMAS COUNTY DEPARTMENT OF PUBLIC WORKS SOLID WASTE DIVISION

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

### AGENDA REQUEST

For the June 1, 2021 meeting of the Plumas County Board of Supervisors

**To:** Honorable Board of Supervisors

**From:** John Mannle, Director of Public Works

**Subject:** Approve Payment of two (2) invoices to R3 Consulting Group.

### Staff Recommendation:

The Director of Public Works respectfully recommends that the Board of Supervisors approve payment of two invoices to R3 Consulting Group, dated 04/01/20 and 05/04/20, totaling \$2,223.75.

### Background:

R3 Consulting Group performs continuing annual review of contractor financial statements and analysis of contractor-requested rate increases through the Refuse Rate Index (RRI) process for the Department of Public Works – Solid Waste Division. An addendum to the most recent contract between Plumas County and R3 Consulting Group for this work lapsed on December 31, 2019.

Due to COVID-19, the turnover in the Solid Waste Division and the illness and passing of the previous Director, Bob Perreault, two invoices for the work that R3 performed for Plumas County in good faith during the 2020 Calendar Year were unpaid and undiscovered until April of 2021, when R3 brought the matter to the attention of County Counsel.

County Counsel and R3 have approved a contract for contractor financial statement review whose term includes the balance of FY2020/21 through the end of FY 2021/22 in order to continue this necessary work for the solid waste program.

### Fiscal Impact:

The FY 2020/21 budget of the Solid Waste Division will be impacted by the amount of \$2,223.75. However, this amount is available within the line item for professional services in the FY 2020/21 Solid Waste budget.

### Alternatives:

Two other alternatives present themselves: (1) Modification of the new contract between Plumas County and R3 to include retroactive payment for work done in 2020, or (2) Non-payment of the invoices due to the fact that the work was done outside of the termination date of the contract amendment (December 2019).

### Attachment:

R3 Invoices No. 9710 and 9656.

## Mannle, John

---

**From:** Rogers, Kristina  
**Sent:** Friday, April 16, 2021 2:15 PM  
**To:** Mannle, John; Kolb, John  
**Subject:** FW: 2020 RRI  
**Attachments:** County of Plumas\_120016\_Plumas County - 202\_9656\_04-01-2020.pdf; County of Plumas\_120016\_Plumas County - 202\_9710\_05-04-2020.pdf

SEE ATTACHED AND BELOW.

KRISTINA ROGERS  
PARALEGAL III / OFFICE MANAGER  
PLUMAS COUNTY COUNSEL  
520 MAIN STREET, ROOM 302  
QUINCY, CA 95971  
P (530) 283-6240 F (530)283-6116

*"Life's a Journey not a Race"*

---

**From:** Janet Barile <jbarile@r3cgi.com>  
**Sent:** Friday, April 16, 2021 2:09 PM  
**To:** Rogers, Kristina <KristinaRogers@countyofplumas.com>  
**Subject:** 2020 RRI

Hi Kristina,

I am in the process of setting up the 2021 and 2022 RRI project for William Schoen. In the process I noticed that the invoices for the 2020 RRI were never paid. I show the invoices being emailed to Bob Perreault, but did not get a response. I have attached copies of the invoices. Going forward can you let me know the correct person to send the invoices to?

Thanks for your help.

Project ID & Description	Invoice Number	Invoice Date	Amount	Amount Received	Amount Written off
120016 Plumas County - 2020 R	9710	05/04/20	901.25		
120016 Plumas County - 2020 R	9656	04/01/20	1,322.50		

**Janet Barile**

Operations Manager

**R3 Consulting Group, Inc.**

*Resources · Respect · Responsibility*

o 916.782.7821 | c 916.420.7481

e jbarile@r3cgi.com

[Connect with us!](#)

R3

**R3 Consulting Group**  
1512 Eureka Road, Suite 220  
Roseville, CA 95661  
916-782-7821

## INVOICE

**County of Plumas**  
Attn: Bob Perreault  
1834 East Main Street  
Quincy, CA 95971

**Invoice number** 9656  
**Date** 04/01/2020

120016 Plumas County - 2020 RRI  
*For Services Rendered up to March 31,2020*

---

**Professional Fees**

**Consulting Work**

	<u>Hours</u>	<u>Rate</u>	<u>Billed Amount</u>
Project Director William Schoen	5.00	215.00	1,075.00
Senior Project Analyst Jordan Muratsuchi	1.50	165.00	247.50
<b>Task Subtotal:</b>	<b>6.50</b>		<b>1,322.50</b>
<b>Professional Fees subtotal</b>	<b>6.50</b>		<b>1,322.50</b>
		<b>Total Invoice Amount Due</b>	<b>1,322.50</b>

R3

**R3 Consulting Group**  
1512 Eureka Road, Suite 220  
Roseville, CA 95661  
916-782-7821

## INVOICE

**County of Plumas**  
Attn: Bob Perreault  
1834 East Main Street  
Quincy, CA 95971

**Invoice number** 9710  
**Date** 05/04/2020

120016 Plumas County - 2020 RRI  
*For Services Rendered up to April 30,2020*

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**Professional Fees**

**Consulting Work**

	<u>Hours</u>	<u>Rate</u>	<u>Billed Amount</u>
Project Director William Schoen	4.00	215.00	860.00
Senior Project Analyst Jordan Muratsuchi	<u>0.25</u>	165.00	<u>41.25</u>
<b>Task Subtotal:</b>	<b>4.25</b>		<b>901.25</b>
<b>Professional Fees subtotal</b>	<b>4.25</b>		<b>901.25</b>
		<b>Total Invoice Amount Due</b>	<b>901.25</b>

4F1+2



**COUNTY ADMINISTRATOR**

Gabriel Hydrick

**AGENDA REQUEST AND STAFF REPORT**

For the June 1st, 2021 meeting of the Plumas County Board of Supervisors

**Subject:** Agreement for Services- Feather River Tourism Association  
**To:** Honorable Board of Supervisors, Clerk of the Board, County Counsel  
**From:** Gabriel Hydrick, County Administrator  
**Date:** 5/25/2021

**Background/Introduction:**

The Board may recall the adoption of the resolution in October last year, which established the Feather River Tourism Marketing District (FRMTD). FRMTD was established in accordance to the Streets and Highways Code section 36612 and requires the County to contract for services. The agreement sets forth the parameters of each party and the scope of work.

**Finding Analysis:**

The agreement is the next step in the process to initiate the FRMTD following the resolution.

**Recommended Actions:**

Staff respectfully requests the Board to:

- Approve and authorize the Chair to sign agreement between the County of Plumas and FRMTD.

Or

- Provide staff with different direction

**Fiscal Impact:**

The Treasurer/Tax Collector's office will receive 2% of the 2% self-assessment with the intention to offset costs and make it cost neutral to the County.

**Attachments:**

Attachment 'A' - FRTA Agreement for Services

## AGREEMENT FOR SERVICES

This Agreement, dated June 1, 2021, is by and between the County of Plumas, hereinafter referred to as the "County," and Feather River Tourism Association, hereinafter referred to as "Contractor," collectively referred to as the "Parties."

### RECITALS

A. On 10/13/20, the Board of Supervisors adopted Resolution number 8528, hereinafter the "Resolution," establishing the Feather River Tourism Marketing District, hereinafter "FRTMD," in accordance with the provisions of the Property and Business Improvement District Law of 1994, Streets and Highways Code section 36600 et seq., hereinafter the "1994 Law."

B. Contractor was designated in the Resolution and FRTMD Management District Plan as the Owners' Association in accordance with Streets and Highways Code section 36612.

C. Streets and Highways Code section 36651 requires the County contract with the Owners' Association for provision of FRTMD services.

D. Contractor is willing to provide services to the County on the terms and conditions set forth in this Agreement.

### AGREEMENT

Now, therefore, the Parties agree as follows:

1. Engagement. County hereby retains Contractor to provide the services described in Exhibit A, and Contractor accepts such engagement.

2. Payment. County shall forward to Contractor all FRTMD assessment funds collected within thirty (30) days of collection, less any County administrative fees as authorized in the FRTMD Management District Plan.

A. The County shall provide to Contractor TOT Certificates. The County shall be responsible for imposing the appropriate Penalties and Interest provisions stipulated in the FRTMD Management District Plan.

B. The County shall provide to Contractor quarterly reports within thirty (30) days of remittance listing total assessment collected

C. The County shall notify Contractor within thirty (30) days of the County Tax Administrator mailing of a new Transient Occupancy Registration Certificate to operators of lodging businesses registering to commence business within the FRTMD.

3. Term. The term of this Agreement shall begin on January 1, 2021 and end on December 31, 2025 or, if the FRTMD is disestablished prior to December 31, 2025, the effective date of FRTMD disestablishment.

4. Termination/Disestablishment. The County has and reserves the right to suspend, terminate or abandon the execution of any work by Contractor upon adoption of a resolution disestablishing the FRTMD pursuant to the 1994 Law. Per the 1994 Law, such a resolution may only be adopted if (1) the County Board of Supervisors finds there has been misappropriation of funds, malfeasance, or a violation of law in connection with the management of the district and a noticed hearing on disestablishment is held, or (2) in the thirty-day period following the anniversary of the district's formation, business owners paying fifty percent (50%) or more of the assessment file a written protest with the County and a hearing on disestablishment is held. Any retention of FRTMD revenues by Contractor shall comply with the 1994 Law.

5. Indemnification.

A. To the fullest extent permitted by law, Contractor shall hold harmless, defend and indemnify the County, its Board of Supervisors, employees and agents from and against any and all claims, losses, damages, liabilities and expenses, including but not limited to reasonable attorneys' fees, arising out of or resulting from the performance of services under this Agreement, provided that any such claim, loss, damage, liability or expense is caused by an adjudicated negligent act or willful misconduct of Contractor, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts may be liable, regardless of whether or not it is caused in part by any party indemnified hereunder. The County may participate in the defense of any such claim without relieving Contractor of any obligation hereunder.

B. To the fullest extent permitted by law, the County shall hold harmless, defend and indemnify Contractor, its Board of Directors, employees and agents from and against any and all claims, losses, damages, liabilities and expenses, including but not limited to reasonable attorneys' fees, arising out of or resulting from the performance of services under this Agreement, provided that any such claim, loss, damage, liability or expense is caused by an adjudicated negligent act or willful misconduct of County, any subcontractor, anyone directly or indirectly employed by any of them or anyone for whose acts may be liable, regardless of whether or not it is caused in part by any party indemnified hereunder. The Contractor may participate in the defense of any such claim without relieving County of any obligation hereunder.

6. Insurance. Insurance coverage in a minimum amount set forth herein shall not be construed to relieve Contractor for liability in excess of such coverage, nor shall it preclude County from taking such other action as is available to it under any other provisions of this Agreement or otherwise in law.

A. Contractor affirms that it is aware of the provisions of Section 3700 of the California Labor Code which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of the Code and Contractor further assures that it will comply with such provisions before commencing the performance of work

under this Agreement. Contractor shall furnish to County certificate(s) of insurance evidencing Worker's Compensation Insurance coverage to cover its employees, and Contractor shall require all subcontractors similarly to provide Workers' Compensation Insurance as required by the Labor Code of the State of California for all of Contractor's and subcontractors' employees. Contractor shall provide Workers' Compensation insurance, as applicable, at Contractor's own cost and expense. Neither Contractor nor its carrier shall be entitled to recover from County any costs, settlements, or expenses of Workers' Compensation claims arising out of this Agreement.

B. 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).

7. Independent Contractor. No relationship of employer and employee is created by this Agreement; it being understood and agreed that Contractor is an Independent Contractor. Contractor is not the agent or employee of the County in any capacity whatsoever, and the County shall not be liable for any acts or omissions by Contractor nor for any obligations or liabilities incurred by Contractor.

A. Contractor shall have no claim under this Agreement or otherwise, for seniority, vacation time, vacation pay, sick leave, personal time off, overtime, health insurance, medical care, hospital care, retirement benefits, social security, disability, Workers' Compensation, unemployment insurance benefits, civil service protection, or employee benefits of any kind.

B. Contractor shall be solely liable for and obligated to pay directly all applicable payroll taxes (including federal and state income taxes) or contributions for unemployment insurance or old age pensions or annuities which are imposed by any governmental entity in connection with labor used or which are measured by wages, salaries or other remuneration paid to its officers, agents or employees and agrees to indemnify and hold County harmless from any and all liability which County may incur because of Contractor's failure to pay such amounts.

C. In carrying out the work contemplated herein, Contractor shall comply with all applicable federal and state Workers' Compensation and liability laws and regulations with respect to the officers, agents and/or employees conducting and participating in the work; and agrees that such officers, agents, and/or employees will be considered Independent Contractors and shall not be treated or considered in any way as officers, agents and/or employees of County.

D. Contractor agrees to perform its work and functions at all times in strict accordance with all applicable federal, state, and County laws, resolutions, regulations, titles, departmental procedures and currently approved methods and practices in the field; and that the sole interest of County is to ensure that said service shall be performed and rendered in a competent, efficient, timely and satisfactory manner and in accordance with standards required by the County.

E. Notwithstanding the foregoing, if the County determines that pursuant to state and federal law Contractor is an employee for purposes of income tax withholding, County may upon

two (2) week's written notice to Contractor, withhold from payments to Contractor hereunder federal and state income taxes and pay said sums to the federal and state governments.

8. Conformity with Law.

A. In performing services under this Agreement, Contractor shall observe and comply with all applicable laws, resolutions, codes and regulations of governmental agencies, including federal, state, municipal, and local governing bodies, having jurisdiction over the scope of services, including all applicable provisions of the California Occupational Safety and Health Act.

9. Taxes. Payment of all applicable federal, state and local taxes shall be Contractor's sole responsibility.

10. Ownership of Documents.

A. All copyright and other use rights in any and all proposals, plans, specifications, designs, drawings, sketches, renderings, models, reports and related documents (including computerized or electronic copies), respecting in any way the subject matter of this Agreement, shall remain the property of the Contractor as instruments of service.

B. The County's rights under this Section shall not extend to any computer software used to create such Documents and Materials.

C. Contractor shall maintain all documents and records in accordance with the California Public Records Act, Government Code section 6250 et seq.

11. Conflicts of Interest. Contractor covenants that it presently has no interest, and shall not have any interest, direct or indirect, which would conflict in any manner with performance of services required under this Agreement. 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. Contractor shall provide written notice to County within 48 hours of learning a conflict of interest, direct or indirect, exists.

12. Notices. All notices, requests, demands, or other communications under this Agreement shall be in writing. Notices shall be given for all purposes as follows:

A. Personal delivery: When personally delivered to the recipient, notices are effective on delivery.

B. First Class Mail: When mailed first class to the last address of the recipient known to the party giving notice, notice is effective three (3) mail delivery days after deposit in a United States Postal Service office or mailbox. Certified Mail: When mailed certified mail, return receipt requested, notice is effective on receipt, if delivery is confirmed by a return receipt.

C. Overnight Delivery: When delivered by overnight delivery with charges prepaid or charged to the sender's account, notice is effective on delivery, if delivery is confirmed by the delivery service.

D. Electronic Mail: When the recipient, by an email sent to the email address for the sender stated in this section, acknowledges having received that email, with an automatic "read receipt" constituting acknowledgment of an email for purposes of this section.

E. Addresses for purpose of giving notice are as follows:

To County:  520 Main Street, room 309 Quincy, CA 95971  Email Address: gabrielhydrick@countyofplumas.com	To Contractor:  P.O. Box 1807 Chester, CA 96920  Email Address: karenkleven@gmail.com
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E. Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified shall be deemed effective as of the first date that said notice was refused, unclaimed, or deemed undeliverable by the postal authorities, messenger, or overnight delivery service.

F. Any party may change its address by giving the other party notice of the change in any manner permitted by this Agreement.

13. Equal Employment Opportunity Practices Provisions. Contractor certifies that it is in compliance with the Equal Employment Opportunity Requirement of Executive Order 11246, as amended by Executive Order 11375 and supplemented I 45CFR, Part 60, Title VII of the Civil Rights Act and any other federal or state laws pertaining to equal employment opportunity and that it shall not discriminate against any employee or applicant for employment on the basis of race, color, religion, age, sex, national origin, ancestry, marital status, political affiliation or physical or mental condition, in matters pertaining to recruitment, hiring, training, upgrading, transfer, compensation or termination.

14. Compliance with Licensing Requirements. Contractor shall comply with all necessary licensing requirements and shall obtain appropriate licenses and display the same in a location that is reasonably conspicuous, and file copies of same with the County.

15. Audits and Records Access.

A. Contractor shall make available to the County, its authorized agents, officers, or employees, for examination any and all ledgers, books of accounts, invoices, vouchers, cancelled checks, and other records or documents evidencing or relating to the expenditures and disbursement of FRTMD assessment funds, and shall furnish to the County, within thirty (30) days after examination, its authorized agents, officers or employees such other evidence or information as the County may require with regard to any such expenditure or disbursement charged by Contractor.

B. Contractor shall maintain full and adequate records in accordance with County requirements to show the actual costs incurred by the Contractor in the performance of this Agreement. Contractor shall comply with the California Public Records Act.

C. Contractor shall be required to conduct an audit every other year commencing in 2022.

16. Documents and Materials. Contractor shall maintain and make available to County for its inspection and use during the term of this Agreement, all Documents and Materials, defined as any and all documents, contracts, subcontracts, receipts, invoices, plans, and other paper or electronic writings and other materials used for the provision of services under this Agreement. Contractor shall make available such documents and materials within 30 days of request by the County.

17. Time of Essence. Time is of the essence in respect to all provisions of this Agreement that specify a time for performance; provided, however, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Agreement.

18. Choice of Law. This Agreement, and any dispute arising from the relationship between the Parties hereto, shall be governed by the laws of the State of California. Any litigation arising out of or in connection to this Agreement shall be venued in the County of Plumas.

19. Advertising or Publicity. Contractor shall not use, reproduce or copy the seal of the County and shall not represent the County in an official capacity as spokesperson or officer or agent or use the name County of Plumas, or the names of the County's officers, directors, employees or agents, in advertising or publicity releases or otherwise without securing the prior written consent of the County in each instance unless set forth in this Agreement. Nothing in this section prohibits Contractor from using the name Feather River Tourism Marketing District or County of Plumas for regional identification for promotion and marketing of the FRTMD.

20. Entire Agreement. This Agreement, including all attachments, exhibits, and any other documents specifically incorporated into this Agreement, shall constitute the entire agreement between County and Contractor relating to the subject matter of this Agreement. As used herein, Agreement refers to and includes any documents incorporated herein by reference and any exhibits or attachments. This Agreement supersedes and merges all previous understandings, and all other agreements, written or oral,

between the Parties and sets forth the entire understanding of the Parties regarding the subject matter thereof. This Agreement may not be modified except by a written document signed by both Parties.

21. Modification of Agreement. This Agreement may be supplemented, amended or modified only by mutual agreement of the Parties; however, this Agreement shall be subject to any amendments to the FRTMD Management District Plan adopted by the Board of Supervisors pursuant to the 1994 Law. No supplement, amendment or modification of this Agreement, except for a duly adopted amendment to the FRTMD Management District Plan, shall be binding unless it is in writing and signed by authorized representatives of both Parties.

22. Assurance of Performance. If at any time the County has good objective cause to believe Contractor may not be adequately performing its obligations under this Agreement or that Contractor may fail to complete services as required by this Agreement, County may request from Contractor prompt written assurances of performance and a written plan acceptable to County, to correct the observed deficiencies in Contractor's performance. Contractor shall provide such written assurances and written plan within thirty (30) calendar days of its receipt of County's request and shall thereafter diligently commence and fully perform such written plan. Contractor acknowledges and agrees that any failure to provide such written assurances and written plan within the required time is a material breach under this Agreement.

23. Subcontracting/Assignment. Contractor shall not subcontract, assign or delegate any portion of this Agreement or any duties or obligations hereunder without the County's prior written approval.

A. Neither party shall, on the basis of this Agreement, contract on behalf of or in the name of the other party. Any agreement that violates this Section shall confer no rights on any party and shall be null and void.

B. Contractor may use subcontractors to provide any portions of the service identified in Exhibit A without prior written consent of the County.

C. Contractor shall remain fully responsible for compliance by its subcontractors with all the terms of this Agreement, regardless of the terms of any agreement between Contractor and its subcontractors.

24. Survival. The obligations of this Agreement, which by their nature would continue beyond the termination or expiration of the Agreement, including without limitation obligations regarding indemnification, ownership of documents, and conflict of interest, shall survive termination or expiration for two (2) years.

25. Severability. If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them, will not be affected, unless an essential purpose of this Agreement would be defeated by the loss of the illegal, unenforceable, or invalid provision.

IN WITNESS THEREOF, the Parties hereto have executed or approved this AGREEMENT on the dates below their signatures.

County of Plumas

Feather River Tourism Association

By \_\_\_\_\_

By Karen Kleven

Jeff Engel

Karen Kleven

(print name)

(print name)

Title: Chair, Board of Supervisors

Title: CEO

Date: \_\_\_\_\_

Date: May 20, 2021

ATTEST:

By \_\_\_\_\_

By \_\_\_\_\_

Jeff Titcomb

Heidi Putnam, Clerk of the Board

(print name)

Date: \_\_\_\_\_

Title: Secretary

Date: May 19, 2021

Approved as to form:



5/14/2021

Gretchen Stuhr  
Plumas County Counsel

## EXHIBIT A

### Scope of Services

Contractor shall provide the following services:

1. Contractor shall cooperate with County and County staff in the performance of all work hereunder.
2. Contractor will provide projects, programs and activities that benefit businesses within the FRTMD in accordance with the FRTMD Management District Plan attached hereto and any subsequent amendments thereto.
3. Contractor shall perform responsibilities under the Property and Business Improvement District Law of 1994 (the "Law") including but not limited to:
  - a. Preparation of the Annual Report required by the Law, which shall include:
    1. Any recommended changes to boundaries;
    2. The improvements and activities to be provided for that fiscal year;
    3. An estimate of cost for providing the improvements and activities;
    4. The method and basis of levying the assessment in sufficient detail to allow each business owner to estimate the amount of the assessment to be levied against his/her business for that fiscal year;
    5. The amount of any surplus or deficit revenues to be carried over from a previous fiscal year; and
    6. The amount of any contributions to be made from sources other than assessments.
  - b. Delivering the Annual Report at least thirty (30) days preceding the fiscal year for which assessments are to be levied and collected to pay the costs of the improvements.
4. Contractor shall develop and maintain financial records related to receipt and/or expenditure of all funds received from County.





# COUNTY ADMINISTRATOR

Gabriel Hydrick

## AGENDA REQUEST AND STAFF REPORT

For the June 1st, 2021 meeting of the Plumas County Board of Supervisors

**SUBJECT:** AMERICAN RESCUE PLAN KICKOFF- UPDATE, DISCUSSION AND DIRECTION

**To:** Honorable Board of Supervisors, Clerk of the Board, County Counsel

**From:** Gabriel Hydrick, County Administrator

**Date:** 5/24/2021

**Strategic**

**Relevance:** N/A

### Background/Introduction:

On March 11, 2021, President Joe Biden signed into law a nearly \$1.9 trillion coronavirus relief bill (HR 1319; PL 117-2). Known as the **American Rescue Plan Act of 2021 (ARPA)**, the law represents the sixth COVID-19 recovery measure that Congress has passed since last March. In a major victory for California's counties, the final legislation includes robust, direct, and flexible federal COVID-19-related financial support to all counties. Pursuant to the bill, counties across America will receive a total of \$65.1 billion, with funds allocated based on population. According to preliminary estimates, California counties are projected to receive at least \$7.6 billion. View the full Act [here](#). Plumas County's anticipated [allocation](#) is **\$3,653,039.00** and the most current program eligibility requirements can be found [here](#).

Sections 602(c)(1) and 603(c)(1) provide that **funds may be used:**

- a) To respond to the **public health emergency** or its negative economic impacts, including assistance to households, small businesses, and nonprofits, or aid to impacted industries such as tourism, travel, and hospitality;
- b) To respond to **workers performing essential work** during the COVID-19 public health emergency by providing premium pay to eligible workers;
- c) For the provision of government services to the extent of the **reduction in revenue** due to the COVID-19 public health emergency relative to revenues collected in the most recent full fiscal year prior to the emergency; and
- d) To **make necessary investments** in water, sewer, or broadband infrastructure.

Just as important as the eligible uses of funds, Congress clarified funds **may not be used** for depositing funds into any pension fund.

The terms of the use of funds are defined below:

**(a) In General.** A recipient may only use funds to cover costs incurred during the period beginning March 3, 2021, and **ending December 31, 2024.**

**(b) Costs incurred.** A cost shall be considered to have been incurred for purposes of paragraph (a) of this section if the recipient has incurred an obligation with respect to such cost by December 31, 2024.

(c) Return of funds. A recipient must return any funds not **obligated by December 31, 2024**, and any funds not expended to cover such obligations by December 31, 2026

**Finding Analysis:**

The County has an allocation of \$3.6M under ARPA and should determine criteria and priorities for these funds above ARPA eligibility requirements and specific to Plumas County. There are a couple approaches the County can take to identify criteria, priorities and refine the list of eligible projects for a recommendation before the Board:

1. Board of Supervisors provides criteria and priorities to the **County Administrator** for public outreach, to compile and filter requests and development of a recommendation to the Board.
2. Board of Supervisors determines to establish an **ad hoc committee** comprised of Board of Supervisors (no more than 2), County Administrator, community stakeholders and other eligible organizations. The ad hoc committee would do public outreach, compile the requests and provide a recommendation to the Board of Supervisors.
3. Use a **consultant**.
4. Take a **different approach**.

Board discussion and direction is encouraged because the County Administrator has already received requests for the use of funds. To date they include in no particular order:

- Cash flow for the **new jail project**. Most if not all of the costs would be reimbursable so the Board would still need to obligate and spend the funds by December 31, 2026.
- **TOT Audit assistance** to improve the revenue stream.
- Improve **Broadband infrastructure** within the County.
- **Transportation Vans** for corrections. Specifically, these are vans equipped with an air filtration system to prevent the spread of airborne exposures.
- **Development of a sewer collection system in Blairsden** and connected to Graeagle Land and Water sewer treatment plant.
- Fund **Nor-Cal EMS** board request of each member county to make a one-time \$5,000 supplemental payment to assist the organization due to the impact of COVID on the organization.
- **Offset County Janitorial costs** due to CalOSHA unfunded mandates.
- **FRTA startup money (\$50,000)** appears to not qualify according to pg. 36 of the Interim Final Rule.
- Improve **electric charging stations** within the County.
- Offset the impact of **COVID Supplemental Paid Sick Leave** incurred by the County.
- **Almanor Basin Fire Chiefs Association** requests strong consideration in a fair and equitable disbursement of the of ARPA funds to support operations during and under COVID.
- Develop a **central repository/storage** for PPE for County and hospital use
- **Beckwourth Community Service Area sewer improvements** due to damage by wipes in the system during COVID.
- An inquiry and request was received advocating that **churches receive support** for their sustained COVID challenges

More requests are anticipated to be received by the office of the County Administrator over the next few weeks. On May 10<sup>th</sup>, the County Administrator issued a memo to all department heads and elected offices requesting each submit proposed projects and needs by May 31<sup>st</sup> for use of the ARPA funds. A letter has also been sent to County dependent special districts with the same invitation.

As the Board can see, there is a wide spectrum of requests already. Therefore, criteria and priorities, broad or specific, are encouraged to provide direction to staff to lead an assessment of organizational and community need wherein a recommendation to the Board will be the result.

Example of criteria to consider:

- Not to be used for ongoing costs unless the expenditure(s) allows the County time to address and resolve critical organizational issues
- Nexus to COVID and other public health pandemics and natural disasters
- Nexus to strengthening business and tourism
- Nexus to infrastructure improvements
- Nexus to reduce County costs while increasing effectiveness and efficiency
  - Automation
  - Software and hardware
- Insulate County from next recession

Example of priorities to consider:

- Improve County revenue streams
  - TOT audit
- Improve infrastructure (utilities and communications)
  - to benefit business and tourism
  - to attract remote working population
- Recover eligible County COVID costs
  - Janitorial cost increase due to unfunded CalOSHA mandates
- Improve business and tourism
  - Set aside funds for matching contributions for grants such as OGALS to improve activities and events for residents and visitors
- Improve housing
  - Attract and retain Plumas County graduates (high school and FRC)
    - Funds for a first-time homebuyer program for graduates within Plumas County that will be employed within the County (not to be used as investment property)
  - to attract remote working population

Finally, the Board may want to consider insulating the County, where eligible, from economic fall out of the nearly \$5,000,000,000,000 in COVID stimulus funds over the last 18 months that may be accompanied by higher taxes in the future. The [Congressional Budget Office](#) projects a \$2.3 trillion budget deficit in 2021; this represents ~\$95,000 per household. **As a percentage of GDP it is the second largest since World War II.** Projected deficits aren't any better and have omitted huge factors such as this current round of funding (\$1.9T), assume many tax cuts will expire as scheduled which rarely occurs, and assumes that future appropriations will track inflation instead of economic growth.

**Recommended Actions:**

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Staff respectfully recommends the Board of Supervisors:

- Identify criteria and priorities and provide direction to staff.
- Provide direction to staff on how to proceed with soliciting and receiving public and stakeholder input on the use of ARPA funds for a recommendation to the Board

Or

- Provide staff different direction

**Fiscal Impact:**

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The intent is to have ARPA funds cover all costs including administrative and programmatic costs.

**Attachments:**

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Attachment 'A': County Administrator memo to Department Heads and Electeds.

Attachment 'B': Overview for America's Counties: U.S. Treasury Interim Final Rule and Guidance for state and local fiscal recovery funds.

# ATTACHMENT 'A'



COUNTY ADMINISTRATOR

GABRIEL HYDRICK

## M E M O

**Date:** 5/10/2021

**To:** Elected Officials, Department Heads

**From:** County Administrator

**Subject:** American Recovery Plan Act (ARPA)

Good afternoon all,

Some further clarification on the American Recovery Plan Act (ARPA) was released today by the Department of the Treasury. ARPA will deliver \$350 billion for eligible state, local, territorial, and Tribal governments to respond to the COVID-19 emergency. Expenditures may occur through December of 2024. The intent is to provide a substantial infusion of resources to help respond to the pandemic, address its economic fallout, and lay the foundation for a strong recovery. The County has an allocation of \$3.6M and I invite you to become familiar with eligible expenditures and submit ideas for your department to my office by the end of this month. Submittals will be reviewed and refined according to developing details of ARPA.

The best resource to point you to is the [Quick Reference Guide](#) for a quick snapshot of categories and details. Other resources are provided below. ARPA provides substantial flexibility to meet local needs—including support for households, small businesses, impacted industries, essential workers, and the communities hardest hit by the crisis, and necessary investments in water, sewer, and broadband infrastructure.

In providing a response to departmental needs for these funds, please include information such as: nexus to COVID, which funding objectives are applicable, project cost(s), list other funding stream(s) for the project, and a project timeline. Again, eligible proposed projects will continue to be refined with ARPA updates. Proposed projects will be brought before the Board in the near future for consideration and direction.

For more details, you may want to reference:

[Interim Final Rule](#) (151 pages)

[Fact Sheet](#)

Kind regards,

Gabriel Hydrick  
County Administrator

CC:

Chair Engel  
Vice Chair Ceresola  
Clerk of the Board, Heidi Putnam

## OVERVIEW FOR AMERICA'S COUNTIES: U.S. TREASURY INTERIM FINAL RULE & GUIDANCE FOR STATE AND LOCAL FISCAL RECOVERY FUNDS



On May 10, the U.S. Department of Treasury (Treasury) released an [Interim Final Rule](#), [FAQs](#) and a [fact sheet](#) for a significant portion of the \$362 billion Coronavirus State and Local Fiscal Recovery Fund, established under the [American Rescue Plan Act](#) (ARP) signed into law on March 11 by President Biden.

This specific Interim Rule and related guidance covers the [\\$61.5 billion in direct federal aid to America's counties](#). Later this year, Treasury will release separate guidance for the \$1.5 billion in additional federal aid for public lands counties under Sec. 605 of ARP.

### **THIS ANALYSIS PROVIDES AN IN-DEPTH OVERVIEW OF THE KEY PROVISIONS WITHIN THE INTERIM FINAL RULE, WITH A SPECIFIC FOCUS ON HOW EACH OF THESE ITEMS MAY IMPACT COUNTY GOVERNMENTS.**

This analysis provides an in-depth overview of the key provisions within the Interim Final Rule, with a specific focus on how each of these items may impact county governments. The analysis covers eligibility criteria for the use of funds, compliance and financial reporting, and

key dates for county actions. This report also highlights several key differences between the ARP county aid and the previous county aid under the CARES Act's Coronavirus Relief Fund (CRF), ***especially related to payroll support for public health, public safety and other related staff.***

### **KEY DATES**

- **NOW:** [Treasury portal](#) is now open for counties to register and request Recovery Funds
- **JULY 9, 2021:** Deadline to submit comments on U.S. Treasury's [Interim Final Rule](#)
- **AUGUST 31, 2021:** Deadline for counties to submit first Interim Report to U.S. Treasury
- **OCTOBER 31, 2021:** Deadline for counties to submit first *Quarterly Project and Expenditure Report*
- **DECEMBER 31, 2024:** Funds must be *incurred* and obligated
- **DECEMBER 31, 2026:** Funds must be *expended* to cover obligations and all work must be completed

THIS SPECIFIC INTERIM RULE AND RELATED GUIDANCE COVERS THE \$61.5 BILLION IN DIRECT FEDERAL AID TO AMERICA'S COUNTIES. LATER THIS YEAR, TREASURY WILL RELEASE SEPARATE GUIDANCE FOR THE \$1.5 BILLION IN ADDITIONAL FEDERAL AID FOR PUBLIC LANDS COUNTIES UNDER SEC. 605 OF ARP.

## EXECUTIVE SUMMARY: QUICK GUIDE FOR COUNTY OFFICIALS

### 1. THE FISCAL RECOVERY FUND WAS ESTABLISHED TO HELP TURN THE TIDE ON THE PANDEMIC, ADDRESS ITS ECONOMIC FALLOUT AND LAY THE FOUNDATION FOR A STRONG AND EQUITABLE RECOVERY.

There are five primary ways – outside of the “lost revenue allowance” – that counties may invest Funds:

- ❑ **Support public health response:** Fund COVID-19 mitigation efforts, medical expenses, behavioral health care and certain county public health, public safety, human services and other related staff
- ❑ **Address negative economic impacts:** Respond to economic harms to workers, families, small businesses, impacted industries and rehiring of public sector workers (including county staff)
- ❑ **Replace public sector revenue loss:** Use funds to provide government services to the extent of the reduction in revenue experienced during the pandemic – *this provision allows a much broader use of Funds*
- ❑ **Premium pay for essential workers:** Offer additional compensation, up to \$13 per hour in additional wages, to those – both county employees and other essential workers in the community – who have faced and continue to face the greatest health risks due to their service. Counties should prioritize low- and moderate-income persons, with additional written justification needed for workers above 150 percent of the residing state’s average annual wage for all occupations or their residing county’s average annual wage, whichever is higher.  
**Funds can be used retroactively back to January 27, 2020**
- ❑ **Water, sewer and broadband infrastructure:** Make necessary investments to improve access to clean drinking water, invest in wastewater and stormwater infrastructure and provide unserved or underserved locations with new or expanded broadband access

COUNTIES HAVE BROAD FLEXIBILITY SO LONG AS THEY CAN DEMONSTRATE THAT THESE ACTIVITIES SUPPORT THE PUBLIC HEALTH RESPONSE OR THAT RECIPIENTS OF THE RECOVERY FUNDS HAVE EXPERIENCED ECONOMIC HARM FROM THE PANDEMIC

### 2. FUNDS MAY COVER COSTS FROM MARCH 3, 2021 THROUGH DECEMBER 24, 2024

The covered period begins March 3, 2021 and ends on December 31, 2024, with **a few important distinctions and exceptions to the covered period:**

- ❑ Funds must be **INCURRED** (i.e. obligated) by December 31, 2024
- ❑ Funds must be **EXPENDED** with all WORK PERFORMED and COMPLETED by December 31, 2026
- ❑ **Counties may provide premium pay retroactively**, dating back to the start of the public health emergency on January 27, 2020

3. **BROAD FLEXIBILITY TO HELP THOSE DISPROPORTIONATELY IMPACTED BY THE COVID-19 PANDEMIC**

The Interim Rule states under its first eligible use category – *responding to public health needs and negative economic impacts from the pandemic* – that funds must respond to “the disease itself or the harmful consequences of the economic disruptions resulting from or exacerbated by the COVID-19 public health emergency.”

- ❑ Whether it be public health expenses or economic investments, counties have broad flexibility if the county can demonstrate that these activities support the public health response or that recipients of the Recovery Funds have experienced economic harm from the pandemic
- ❑ Additionally, the Interim Rule provides even greater flexibility for Qualified Census Tracts (QCTs) and other communities, households and businesses disproportionately impacted by the pandemic

4. **UNDERSTAND THE IMPORTANT DIFFERENCES BETWEEN CARES ACT CORONAVIRUS RELIEF FUND (CRF) AND ARP FISCAL RECOVERY FUND, ESPECIALLY FOR COUNTY EMPLOYEE PAYROLL SUPPORT**

Eligible expenses under the CRF are also eligible under the Recovery Fund, *with two major exceptions:*

- ❑ **New, more restrictive allowance with county payroll support for public health and public safety employees** (See page 13 of this analysis for more information). The CARES Act CRF allows a much broader allowance for county employee payroll support. More narrowly defined, ARP Recovery Funds may be used for “payroll and covered benefits expenses for public safety, public health, health care, human services, and similar employees, to the extent that their services are devoted to mitigating or responding to COVID-19.” Counties may consider public health and public safety employees to be entirely devoted to mitigating/responding to COVID-19, and are fully recovered, if the employee, or his/her operating unit or division, is primarily dedicated to responding to the COVID-19 public health emergency
- ❑ Expenses related to issuing tax-anticipation notes are *not an eligible expense*

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RECOVERY FUNDS ARE MORE RESTRICTIVE THAN THE CARES ACT’S CRF DOLLARS FOR COUNTY PAYROLL SUPPORT. THE INTERIM RULE PLACES NEW, MORE RESTRICTIVE LANGUAGE RELATED TO COUNTY PAYROLL SUPPORT FOR *PUBLIC HEALTH AND PUBLIC SAFETY EMPLOYEES*

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5. **USE OF RECOUPED “LOST REVENUE” IS MORE FLEXIBLE THAN OTHER RECOVERY FUND ELIGIBILITY**

Counties may use Recovery Funds for the provision of “government services” to the extent of the reduction in revenue experienced due to the COVID-19 public health emergency. The term “**government services**” outlines very broad and flexible uses of revenue recoupment funds outside the standard eligibility requirements outlined in other categories (Public Health Response, Negative Economic Impacts, Premium Pay and Water, Sewer and Broadband Infrastructure) of the Interim Rule. For example, while general infrastructure and economic development investments are not generally eligible under the Fund,

counties may use an amount up to their “lost revenue” amount for these activities. ***However, lost revenue recoupment shall not be used for rainy day or reserve funds, or debt service payments***

**6. RECOVERY FUNDS MAY NOT BE USED AS NON-FEDERAL MATCH, UNLESS SPECIFICALLY AUTHORIZED**

Recovery Funds shall not be used as the local match for other federal programs (i.e. Medicaid, EDA, EPA Drinking Water and Clear Water State Revolving Funds), unless specifically allowed by the underlying/source federal program. ***It is important to note that counties may use their Funds to match other state and local government allocations of Treasury ARP Recovery Funds, if used within the county***

- ❑ **Under a February 3, 2021 presidential directive, FEMA is authorized to provide 100 percent federal funding for the cost of COVID-related activities** previously determined as eligible, from the beginning of the pandemic (January 27, 2020) to September 30, 2021. In addition, the directive allows FEMA to expand activities eligible for reimbursement from January 21, 2021 until September 30, 2021. Specifically, costs to support the safe opening and operation of eligible schools, child care facilities, health care facilities, non-congregate shelters, domestic violence shelters, and transit systems are now eligible

**7. COUNTIES MAY USE RECOVERY FUNDS FOR ROUTINE PENSION COSTS OF EMPLOYEES**

Recovery Funds cannot be used for *deposits* into defined benefit pension funds. **HOWEVER**, Treasury defines a “deposit” as an extraordinary contribution to a defined benefit pension fund for the purpose of reducing an accrued, unfunded liability. ***Counties may use funds for routine payroll contributions to pensions of employees whose wages and salaries are an eligible use***

**8. REHIRING LOCAL GOVERNMENT STAFF TO PRE-PANDEMIC LEVELS**

The Interim Final Rule permits the rehiring of public sector staff, including county employees, up to the pre-pandemic staffing level, which is measured based on employment as of January 27, 2020. Furthermore, counties may use Recovery Funds toward payroll, covered benefits, and other costs associated with rehiring public sector staff

**9. COUNTIES MAY USE RECOVERY FUNDS TO INVEST IN CERTAIN CRITICAL INFRASTRUCTURE PROJECTS**

The Interim Rule specifically states that Recovery Funds may support necessary investments in drinking water, waste and stormwater, and high-quality broadband services

- ❑ **For water, stormwater and sewer investments**, the Interim Rule aligns eligible projects with the listing of activities allowed under the Environment Protection Agency’s (EPA) [Clean Water State Revolving Fund](#) and [Drinking Water State Revolving Fund](#)
- ❑ **For broadband investments**, eligible projects ***are intended*** to provide services that meet at least 100 megabits per second upload and download, wherever practicable
- ❑ **General economic development and infrastructure projects**, such as road construction or bridge repair, unrelated to COVID-19 are ***not*** an eligible expense, ***unless funded through a county’s “lost revenue” replacement allowance***

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# ELIGIBLE EXPENSES

## 1. SUPPORT PUBLIC HEALTH RESPONSE

INTERIM FINAL RULE: REFERENCES P. 12-23 | RULE DEFINITIONS P. 138-140

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*The Interim Final Rule outlines that the Recovery Fund provides resources to “**meet and address these emergent public health needs**, including through measures to counter the spread of COVID-19, through the provision of care for those impacted by the virus, and through programs or services that address disparities in public health that have been exacerbated by the pandemic.”*

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Among the potential uses of funds, the Interim Final Rule outlines:

- **PREVENT AND MITIGATE COVID-19**

Funding a broad range of services and programming for prevention and response to COVID-19, such as:

- ❑ Vaccination programs, including staffing, equipment, supplies, facilities and administrative expenses
- ❑ Testing, monitoring and contact tracing
- ❑ Supporting isolation and quarantine
- ❑ Paid sick and paid family and medical leave to public employees related to COVID-19 compliance
- ❑ Public health surveillance and data system enhancement
  - Case monitoring
  - Vaccination uptake tracking
- ❑ Enforcing public health orders
- ❑ Emergency medical response expenses, including emergency medical transportation related to COVID-19
- ❑ Communication efforts related to COVID-19 vaccination programs and public health orders
- ❑ Purchase PPE and disinfection of public areas and other facilities
- ❑ Prevention and mitigation in congregate living facilities, such as:
  - Nursing homes and skilled nursing facilities
  - Jails and incarceration settings
  - Group living facilities including residential foster care and behavioral health treatment facilities
  - Other key settings like homeless shelters and schools
- ❑ Ventilation improvements in congregate settings, public health facilities or other public facilities
- ❑ Capital investments or adaptations to public facilities such as hospitals or health clinics

### QUICK TIP

Under the sections related to responding to the **public health emergency or its negative economic impacts**, it is important to:

- Identify a need or a negative impact of the COVID-19 public health emergency
  - Identify how the county investment would address the identified need or impact
  - Explain how the investment would help the county respond to the disease itself or the harmful economic consequences of the economic disruptions
-

- **COVID-19 TREATMENT AND MEDICAL SERVICES**

Funding to enhance health care capacity to treat and provide care and services for near and long-term medical needs for COVID-19 patients as well as genomic surveillance for COVID-19 variants. This also includes treatment expenses of the long-term symptoms or effects of COVID-19, including post-intensive care syndrome

- **ENHANCE BEHAVIORAL AND MENTAL HEALTH SERVICES**

Funding new or enhanced services that meet behavioral health needs exacerbated by the pandemic, as well as related public health needs, such as:

- ❑ Mental health treatment
- ❑ Substance misuse treatment
- ❑ Hotlines and/or warmlines
- ❑ Crisis intervention services
- ❑ Overdose prevention
- ❑ Infectious disease prevention
- ❑ Behavioral/physical health primary care services

- **SUPPORT LOCAL HEALTH AND SAFETY WORKFORCE**

Funding payroll and covered benefit expenses for the following segments of county workers who, primarily or partially work regularly to mitigate or respond to the COVID-19 emergency:

- ❑ Public safety
- ❑ Public health
- ❑ Health care
- ❑ Human services
- ❑ Other similar employees

- **IMPROVING THE DESIGN AND EXECUTION OF HEALTH AND PUBLIC HEALTH PROGRAMS**

Funding efforts to improve programs addressing the COVID-19 public health emergency through planning and analysis, which includes, **but is not limited to:**

- ❑ Targeted consumer outreach
- ❑ Improvements to data or technology infrastructure
- ❑ Impact evaluation
- ❑ Data analysis

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*While the CARES Act’s Coronavirus Relief Fund (CRF) had much broader allowances for county employee payroll support, ARP Recovery Funds may be used for “payroll and covered benefits expenses for public safety, public health, health care, human services, and similar employees, to the extent that their services are devoted to mitigating or responding to the COVID-19 public health emergency.”*

*For administrative convenience, counties may consider public health and public safety employees to be entirely devoted to mitigating or responding to the COVID-19 public health emergency, and therefore fully covered, if the employee and their operating unit or division, “**is primarily dedicated to responding to the COVID-19 public health emergency.**”*

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- **ADDRESS DISPARITIES IN PUBLIC HEALTH OUTCOMES**

In recognition of the disproportionate impacts of the COVID-19 pandemic on health outcomes in low-income and Native American communities and the importance of mitigating these effects, **the Interim Final Rule identifies a broader range of services and programs that will be presumed to be responding to the public health emergency when provided in these communities.** Specifically, Treasury will presume that certain types of services are eligible uses when provided in a Qualified Census Tract (QCT), to families and populations living in a QCT, or other households, businesses or populations disproportionately impacted by the COVID-19 public health emergency

- **These services include:**

- **Community health workers** who will help residents access health services and resources that address the social determinants of health
- **Public benefits navigators** that help residents navigate and apply for federal, state and local public benefits or services
- **Housing services** that support healthy living environments and neighborhoods that are conducive to mental and physical wellness
- **Lead Paint remediation** or remediation of other lead hazards to reduce elevated blood lead levels in children
- **Evidence-based community violence intervention programs** that will prevent violence and mitigate the increase of violence during the pandemic

- This section **also covers program and service** activities that address:

- **Housing insecurity**, lack of affordable housing or homelessness
- **Impacts of COVID-19 on education**, including new or expanded learning services, assistance to high-poverty school districts, needs of students
- **Childhood health or welfare**, including childcare, home visits by health professionals, parent educators and social service professionals, and services for child welfare-involved families and youth

**SPECIFICALLY, TREASURY WILL PRESUME THAT CERTAIN TYPES OF SERVICES  
ARE ELIGIBLE USES WHEN PROVIDED IN A QUALIFIED CENSUS TRACT (QCT),  
TO FAMILIES AND POPULATIONS LIVING IN A QCT OR OTHER HOUSEHOLDS,  
BUSINESSES OR POPULATIONS DISPROPORTIONATELY IMPACTED BY THE  
COVID-19 PUBLIC HEALTH EMERGENCY**

## 2. ADDRESS NEGATIVE ECONOMIC IMPACTS

INTERIM FINAL RULE: REFERENCES P. 23-44 | RULE DEFINITIONS P. 140-143

*ARP provides that funds may be used to respond to the public health emergency or its negative economic impacts, including assistance to households, small businesses, and nonprofits, or aid to impacted industries such as tourism, travel, and hospitality.*

- **ASSISTANCE TO HOUSEHOLDS**

Funds may be used to assist households or populations, *preferably* those most disproportionately impacted, by the negative economic impacts of the COVID-19 public health emergency, such as:

- ❑ **Food** assistance
- ❑ **Rent, mortgage or utility** assistance
- ❑ **Counseling and legal aid** to prevent eviction or homelessness
- ❑ **Cash** assistance
- ❑ Emergency **assistance for burials**
- ❑ **Home repairs**, weatherization or other needs
- ❑ **Internet access** or digital literacy assistance
- ❑ **Job training** related to a worker's occupation or level of training impacted by COVID

### QUICK TIP

Under this section, the general focus of investments must be to address an economic harm resulting from or exacerbated by the COVID-19 public health emergency.

- **SMALL BUSINESS AND NON-PROFIT SUPPORT**

State, local and Tribal governments may provide assistance to small businesses to adopt safer operating procedures, weather periods of closure or mitigate financial hardship resulting from the COVID-19 public health emergency, including:

- ❑ **Loans or grants** to mitigate financial hardship, such as declines in revenues or impacts of periods of business closure, for example by supporting payroll and benefits costs, costs to retain employees, mortgage, rent, or utilities costs, and other operating costs
- ❑ **Loans, grants, or in-kind assistance** to implement COVID-19 prevention or mitigation tactics, such as physical plant changes to enable social distancing, enhanced cleaning efforts, barriers or partitions, or COVID-19 vaccination, testing, or contact tracing programs
- ❑ **Technical assistance**, counseling, or other services to assist with business planning needs

**FUNDS MAY BE USED TO ASSIST HOUSEHOLDS OR POPULATIONS, PREFERABLY THOSE MOST DISPROPORTIONATELY IMPACTED, BY THE NEGATIVE ECONOMIC IMPACTS OF THE COVID-19 PUBLIC HEALTH EMERGENCY**

- **AID TO IMPACTED INDUSTRIES**

Funds may be used to aid tourism, travel, hospitality, *and other impacted industries* that responds to the negative economic impacts of the COVID-19 public health emergency, such as:

- ❑ Implement COVID-19 mitigation and infection prevention measures to enable safe resumption
- ❑ Improvement to ventilation, physical barriers or partition
- ❑ Signage to facilitate social distancing
- ❑ Provision of masks or PPE
- ❑ Consultation with infection prevention professionals to develop safe reopening plans
- ❑ Activities that support safe reopening of businesses in the tourism, travel and hospitality industries and business districts that were closed during the COVID-19 public health emergency
- ❑ Planned expansion or upgrade of tourism, travel and hospitality facilities delayed due to the pandemic
- ❑ Aid may be considered responsive to the negative economic impacts of the pandemic if it supports businesses, attractions, business districts and tribal development districts operating prior to the pandemic and affected by required closure and other efforts to contain the pandemic

- **REHIRING STATE AND LOCAL GOVERNMENT STAFF, INCLUDING COUNTY EMPLOYEES**

The Interim Final Rule permits coverage of payroll and benefits costs of public health and safety staff primarily dedicated to COVID-19 response, as well as rehiring of public sector staff up to pre-pandemic levels as of January 27, 2020

**COUNTIES MAY USE RECOVERY FUNDS TO INCREASE THE NUMBER OF ITS EMPLOYEES UP TO THE NUMBER OF EMPLOYEES, AS OF JANUARY 27, 2020, INCLUDING PAYROLL, COVERED BENEFITS AND OTHER RELATED COSTS**

- **ASSISTANCE TO UNEMPLOYED WORKERS**

This includes services like:

- ❑ **Job training** to accelerate rehiring of unemployed workers
- ❑ **Workers unemployed due to the pandemic** or the resulting recession
- ❑ **Workers who were already unemployed** when the pandemic began and remain so due to the negative economic impacts of the pandemic
- ❑ **Individuals who want and are available for work**, including those who have looked for work sometime in the past 12 months or who are employed part time but who want and are available for full-time work

**FUNDS MAY BE USED TO AID TOURISM, TRAVEL, HOSPITALITY AND OTHER IMPACTED INDUSTRIES THAT RESPONDS TO THE NEGATIVE ECONOMIC IMPACTS OF THE COVID-19 PUBLIC HEALTH EMERGENCY**

- **EXPENSES TO IMPROVE EFFICACY OF ECONOMIC RELIEF PROGRAMS**

Counties may also use Fiscal Recovery Funds to improve efficacy of programs addressing negative economic impacts, including through:

- ❑ Use of **data analysis**
- ❑ Targeted **consumer outreach**
- ❑ Improvements to **data or technology infrastructure**
- ❑ Impact **evaluations**

- **SERVICES FOR QUALIFIED CENSUS TRACT AND OTHER DISPROPORTIONATELY IMPACTED COMMUNITIES**

In addition to specific services to address health disparities in a QCT (pg. 7 of this analysis), the Interim Rule outlines additional ways Recovery Funds may be used. Funds may be used for certain services when provided in a Qualified Census Tract (QCT), to families and individuals living in QCTs, by a Tribal government, or to other households, businesses or populations disproportionately impacted by the COVID-19 public health emergency. These services include, *but are not limited to*, the following:

- ❑ **Investments in Housing and Neighborhoods:** Funds may be used to assist households or populations facing negative economic impacts due to COVID-19, such as:
  - **Services to address homelessness** such as supportive housing, and to improve access to stable, affordable housing among unhoused individuals
  - **Affordable housing development** to increase supply of affordable and high-quality living units
  - **Housing vouchers, residential counseling, or housing navigation assistance** to facilitate household moves to neighborhoods with high levels of economic opportunity and mobility for low-income residents, to help residents increase their economic opportunity and reduce concentrated areas of low economic opportunity

**TREASURY HAS IDENTIFIED A BROAD RANGE OF SERVICES THAT ARE ELIGIBLE USES WHEN PROVIDED IN A QUALIFIED CENSUS TRACT (QCT), TO FAMILIES AND POPULATIONS LIVING IN A QCT OR OTHER HOUSEHOLDS, BUSINESSES OR POPULATIONS DISPROPORTIONATELY IMPACTED BY THE COVID-19 PUBLIC HEALTH EMERGENCY**

- ▣ **Addressing Educational Disparities:** Funds may also enhance educational supports to help mitigate impacts on students, such as:
  - **New, expanded, or enhanced early learning services**, including pre-kindergarten programs and Head Start
  - **Assistance to high-poverty school districts** to advance equitable funding across districts
  - **Evidence-based educational services** and practices that address the academic needs of students and/or their social, emotional and mental health
  - Services that support **students’ social, emotional and mental health**
  
- ▣ **Promoting Healthy Childhood Environments:** Funds may be used to mitigate increases in economic hardship, material insecurity, and parental stress and behavioral health challenges in families with children, such as:
  - New or expanded **high-quality childcare**
  - **Home visiting programs** to provide structured visits from health, parent educators, and social service professionals to pregnant women or families with young children to offer education and assistance navigating resources for economic support, health needs, or child development
  - **Enhanced services for child welfare-involved families and foster youth** to provide support and training on child development, positive parenting, coping skills or recovery for mental health and substance use challenges

## FUNDS MAY BE USED TO MITIGATE INCREASES IN ECONOMIC HARDSHIP, MATERIAL INSECURITY, AND PARENTAL STRESS AND BEHAVIORAL HEALTH CHALLENGES IN FAMILIES WITH CHILDREN

[State and Local Coronavirus Fiscal Recovery Funds \(naco.org\)](https://naco.org)

### NACo RESOURCES & MEMBER SUPPORT

#### COVID-19 RECOVERY CLEARINGHOUSE

In a major victory for America's counties, the State and Local Coronavirus Fiscal Recovery Funds legislation, part of the American Rescue Plan Act, was signed into law by President Biden on March 11. The legislation includes \$55.1 billion in direct, flexible aid to every county in America, as well as other crucial investments in local communities.



#### How Can We Help?

Use the form below to ask a question, and NACo staff will respond via email. Please also explore our curated resources, including guidance, FAQs and more:

- Latest Resources
- NACo Recovery Fund FAQs
- Your County's ARP Allocation
- NACo ARPA Analysis

[ASK A QUESTION](#)

#### Share Your Story

How is your county responding to the coronavirus pandemic and driving the recovery in your community. Use the form below to share how your county is using federal relief funds with NACo.

For resources to share your story with local media [click here](#).

[SHARE YOUR STORY](#)

#### State & Local Fiscal Recovery Funds

Find your county's estimated allocation, NACo's legislative analysis and more.

[LEARN MORE](#)

#### American Rescue Plan Act Funding Breakdown

This interactive tool helps navigate the roughly \$1.5 trillion in county-related funding from the American Rescue Plan Act of 2021.

[LEARN MORE](#)

#### COVID-19 Vaccine Distribution

Explore key considerations for counties in COVID-19 vaccine distribution plans.

[LEARN MORE](#)

### 3. PREMIUM PAY FOR ESSENTIAL WORKERS

INTERIM FINAL RULE: REFERENCES P. 40-46, 106 | RULE DEFINITIONS P. 119, 127

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*Funds may be used by counties to provide premium pay to eligible workers performing essential work during the COVID-19 public health emergency or to provide grants to third-party employers within the county to compensate eligible workers for performing essential work.*

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Recovery Funds may be used by recipients, including counties, to provide premium pay to eligible county workers performing essential work during the COVID-19 public health emergency or to provide grants to third-party employers within the county to compensate those eligible workers who perform essential work.

- **DEFINING THE CONCEPT OF PREMIUM PAY AND ESSENTIAL WORKERS:** To ensure that premium pay is targeted to workers that faced or face heightened risks due to the character of their work, the Interim Final Rule defines essential work *as work involving regular in-person interactions or regular physical handling of items that were also handled by others. **An individual who teleworked from a residence may not receive premium pay***
- **PREMIUM PAY MAY BE PROVIDED RETROACTIVELY FOR WORK PERFORMED AT ANY TIME SINCE THE START OF THE COVID-19** public health emergency (January 27, 2020), where those workers have yet to be compensated adequately for work previously performed
- **WORKERS THAT ARE ELIGIBLE FOR PREMIUM PAY** include:
  - ❑ **Any work performed by an employee of the state, local or tribal government**
  - ❑ Staff at nursing homes, hospitals, and home care settings
  - ❑ Workers at farms, food production facilities, grocery stores, and restaurants
  - ❑ Janitors and sanitation workers
  - ❑ Truck drivers, transit staff and warehouse workers
  - ❑ Public health and safety staff
  - ❑ Childcare workers, educators and other school staff
  - ❑ Social service and human services staff
- **PREMIUM PAY DEFINITION:** Premium pay means an amount up to \$13 per hour in addition to wages or remuneration the worker otherwise receives and in an aggregate amount not to exceed \$25,000 per eligible worker
- **TREASURY URGES COUNTIES TO PRIORITIZE PREMIUM PAY FOR LOW- AND MODERATE-INCOME PERSONS:** Counties should prioritize low- and moderate-income persons, with additional written justification needed for essential workers above 150 percent of the residing state’s average annual wage for all occupations or their residing county’s average annual wage, whichever is higher

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**PREMIUM PAY MAY BE PROVIDED RETROSPECTIVELY FOR WORK PERFORMED AT ANY TIME SINCE THE START OF THE COVID-19 PUBLIC HEALTH EMERGENCY – JANUARY 27, 2020**

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#### 4. PAYROLL EXPENSES FOR PUBLIC HEALTH & PUBLIC SAFETY EMPLOYEES

INTERIM FINAL RULE: REFERENCES P. 20-21 | RULE DEFINITIONS P. 140

*Covering payroll and benefits for public safety and public health employees is more restrictive than what was allowed under the CARES Act’s Coronavirus Relief Fund.*

As stated in the Interim Rule, Recovery Funds may be used for payroll and covered benefits as follows:

- **PAYROLL AND COVERED BENEFITS EXPENSES** for county public safety, public health, health care, human services and similar employees *to the extent that their services are devoted to mitigating or responding to the COVID-19 public health emergency*
- Support the payroll and covered benefits for the portion of the **EMPLOYEE’S TIME THAT IS DEDICATED TO RESPONDING TO THE COVID-19 PUBLIC HEALTH EMERGENCY**
- **FOR ADMINISTRATIVE CONVENIENCE**, counties may consider public health and safety employees to be entirely devoted to mitigating or responding to the COVID-19 public health emergency, and therefore fully covered, if the employee, or his/her operating unit or division, is primarily dedicated to responding to the COVID-19 public health emergency
- Recipients may reconsider and assess the **EXTENT AN EMPLOYEE, DIVISION OR OPERATING UNIT IS ENGAGED IN ACTIVITIES THAT RESPOND TO COVID-19**. A recipient can provide payroll records, attestations from supervisors/staff or regular work product or correspondence demonstrating work on COVID-19 response. **Counties DO NOT need to routinely track staff hours at the employee level**

The table below highlights the key differences between ARP and CARES Act guidance as it relates to **payroll and covered benefits for public health and public safety employees**:

ARP FISCAL RECOVERY FUND GUIDANCE	CARES ACT CRF GUIDANCE
<ul style="list-style-type: none"> <li>• Funds may be used for payroll/benefits for public, safety, public health, health care, human services and similar employees</li> <li>• Funds can be used to support the payroll/benefits <b>for the portion of the employee’s time that is dedicated to responding to COVID-19</b></li> <li>• Counties may consider public health/safety employees to be entirely devoted to mitigating/responding to COVID-19, and are fully recovered, <b>if the employee, or his/her operating unit or division, is primarily dedicated to responding</b> to the COVID-19 public health emergency.</li> </ul>	<ul style="list-style-type: none"> <li>• As a matter of administrative convenience in light of the emergency nature of this program, <b>a state, territorial, local or tribal government may presume that payroll costs for public health and public safety employees are payments for services substantially dedicated to mitigating or responding to the COVID-19 public health emergency</b>, unless the chief executive (or equivalent) of the relevant government determines that specific circumstances indicate otherwise</li> <li>• <b>All costs of such employee may be covered</b> using payments from the Fund</li> </ul>

## 5. REPLACE PUBLIC SECTOR REVENUE LOSS

INTERIM FINAL RULE: REFERENCES P. 51-60, 118-119 | RULE DEFINITIONS P. 135, 143-144

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*Counties may use Fiscal Recovery Funds for the provision of “government services” to the extent of the reduction in revenue experienced due to the COVID-19 public health emergency.*

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Counties may use Recovery Funds for the provision of “government services” to the **extent of the reduction in revenue experienced due to the COVID-19 public health emergency**. This means that the amount determined as “lost revenue” may be used for most regular government purposes, **except for activities such as rainy day or reserve funds and for debt service payments**.

The Interim Final Rule implements these provisions by establishing a definition of “general revenue” for purposes of calculating a loss in revenue and by providing a methodology for calculating revenue lost due to the COVID-19 public health emergency.

- **DEFINITION OF GENERAL REVENUE**

Based on Census Bureau’s definition and includes revenue from taxes, current charges, miscellaneous general revenue, and intergovernmental transfers between state and local governments (*Note: definition excludes federal intergovernmental transfers to counties including CARES Act funding*)

- ❑ Excludes other correction transactions proceeds from issuance of debt or the sale of investments, agency or private trust transactions and revenue generated by utilities, intergovernmental transfers from the federal government (federal transfers made to a state/locality)

- **DEFINITION OF GOVERNMENT SERVICES**

Government Services included, **but are not limited to:**

- ❑ Maintenance or pay-go pay-go funded building of **infrastructure, including roads**
- ❑ Modernization of **cybersecurity**, including hardware, software, and protection of critical infrastructure
- ❑ **Health** services
- ❑ **Environmental** remediation
- ❑ **School or educational** services
- ❑ Provision of **police, fire, and other public safety services**

RECOVERY FUNDS USED TO REPLACE “REVENUE LOSS” ARE FLEXIBLE AND MAY BE USED FOR A BROAD RANGE OF GOVERNMENT SERVICES, PROGRAMS AND PROJECTS OUTSIDE OF TYPICAL ELIGIBLE USES OF RECOVERY FUNDS UNDER THE INTERIM RULE. **HOWEVER, REVENUE RECOUPMENT CANNOT BE USED FOR RAINY DAY FUNDS OR DEBT SERVICE PAYMENTS**

- **REQUIREMENTS WHEN CALCULATING REVENUE LOSS**

When calculating revenue loss, a county must adhere to the following guidelines:

- ❑ Recipients should calculate revenue on an **entity-wide basis** (*i.e. county government-wide basis*)
- ❑ Recipients **cannot use pre-pandemic projections** as a basis to estimate the reduction in revenue
- ❑ Recipients should (*i.e. may*) calculate the extent of the reduction in revenue as of four points in time:
  - December 31, 2020
  - December 31, 2021
  - December 31, 2022, and
  - December 31, 2023

- **STEPS FOR CALCULATING LOST REVENUE**

1. Identify revenues collected in the **most recent full fiscal year prior to the public health emergency (i.e. January 27, 2020)**, called the **base year revenue**. In calculating revenue, recipients should sum across all revenue streams covered as general revenue

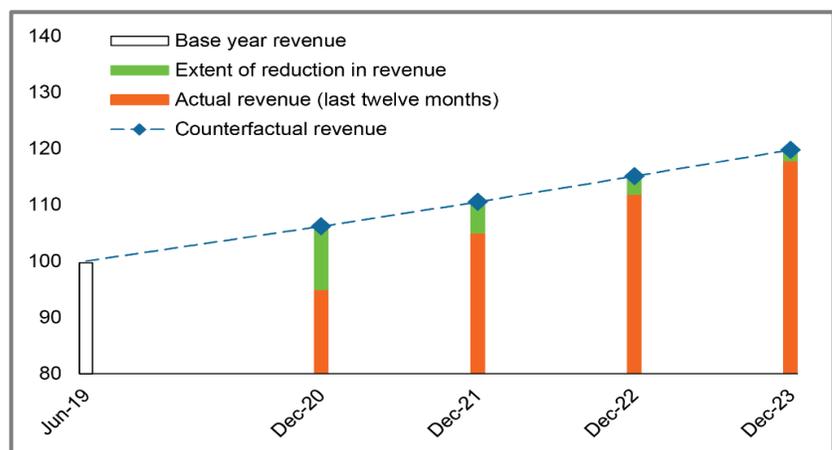
2. **Estimated counterfactual revenue**, which is equal to base year revenue:

$[(1 + \text{growth adjustment})^{(n/12)}]$ , where  $n$  is the number of months elapsed since the end of the base year to the calculation date, and *growth adjustment* is the greater of 4.1 percent and the recipient’s average annual revenue growth in the three full fiscal years prior to the COVID-19 public health emergency

3. **Identify actual revenue**, which equals revenues collected over the past 12 months of the calculation date

4. The extent of the reduction in revenue is equal to *counterfactual revenue* less than *actual revenue*. If actual revenue exceeds counterfactual revenue, **the extent of the reduction in revenue is set to zero for that calculation date**

THE OVERALL METHODOLOGY FOR CALCULATING THE REDUCTION IN REVENUE IS ILLUSTRATED IN THE FIGURE, AT RIGHT:



## 6. WATER & SEWER INFRASTRUCTURE

INTERIM FINAL RULE: REFERENCES P. 62-68 | RULE DEFINITIONS P. 144

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*To assist in meeting the critical need for investments and improvements to existing infrastructure in water and sewer, counties can invest Recovery Funds in these sectors. The Interim Final Rule outlines eligible uses within each category, allowing for a broad range of necessary investments in projects that improve access to clean drinking water, improve wastewater and stormwater infrastructure systems.*

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To assist in meeting the critical need for investments and improvements to existing infrastructure in water and sewer, counties can invest Recovery Funds in these sectors. The Interim Final Rule outlines eligible uses within each category, allowing for a broad range of necessary investments in projects that improve access to clean drinking water, improve wastewater and stormwater infrastructure systems.

The Interim Final Rule does this by aligning eligible uses of the Recovery Funds with the wide range of types or categories of projects that would be eligible to receive financial assistance through the Environment Protection Agency's (EPA) [Clean Water State Revolving Fund](#) and [Drinking Water State Revolving Fund](#).

- **CLEAN WATER (SRF) PROJECTS**

The CWSRF provides financial assistance for a wide range of water infrastructure projects to **improve water quality and address water pollution** in a way that enables each state (or county) to address and prioritize the needs of their populations

- The types of projects eligible for **Clean Water SRF assistance** include:

- Projects to construct, improve and repair **wastewater treatment plants**
- Control **non-point sources** of pollution
- **Improve resilience** of infrastructure to severe weather events
- Create **green infrastructure**
- **Protect waterbodies** from pollution

- Under the Clean Water SRF, each of the 51 State programs normally have the flexibility to direct funding to their particular environmental needs, and each state may also have its own statutes, rules and regulations that guide project eligibility. ***With the Recovery Fund, the intent of the Interim Final Rule is outline the list of eligible projects that a county may consider for investment***

THE INTERIM RULE ALIGNS ELIGIBLE  
USES OF RECOVERY FUNDS FOR WATER  
& SEWER INFRASTRUCTURE WITH  
PROJECTS THAT ARE ELIGIBLE TO  
RECEIVE FINANCIAL ASSISTANCE  
NORMALLY THROUGH EPA'S CLEAN  
WATER SRF & DRINKING WATER SRF

- **DRINKING WATER (SRF) PROJECTS**

The primary use of DWSRF funds is to assist communities in making **water infrastructure capital improvements**, including the installation and replacement of failing treatment and distribution systems. In administering these programs, counties must give priority to projects that:

- ❑ Ensure compliance with applicable health and environmental safety requirements
- ❑ Address the most serious risks to human health
- ❑ Assist systems most in need on a per household basis according to State affordability criteria

- **OTHER ELIGIBLE USES OF RECOVERY FUNDS**

include projects related to:

- ❑ Stormwater runoff
- ❑ Water pollution
- ❑ Flood control
- ❑ Green infrastructure that support stormwater resiliency, including rain gardens and green streets

- 
- **As stated in Treasury’s Recovery Fund FAQ document, the National Environmental Policy Act (NEPA) does not apply to Treasury’s administration of funds.**

However, projects supported with payments from the Fund may still be subject to NEPA review ***if they are also funded by other federal financial assistance programs***

- The Interim Rule “**encourages**” counties to ensure that water, sewer, and broadband projects **use strong labor standards**, including project labor agreements and community benefits agreements that offer wages at or above the prevailing rate and include local hire provisions
- 

## HOW COUNTIES INVEST IN AMERICA’S INFRASTRUCTURE SYSTEM

**\$22.6 BILLION**

in sewage and waste management



**\$134 BILLION**

in infrastructure, including maintaining and operating public works

## 7. BROADBAND INFRASTRUCTURE

INTERIM FINAL RULE: REFERENCES P. 69-77 | RULE DEFINITIONS P. 145

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*Recognizing the need for such connectivity, Recovery Funds may be used by state, territorial, local and tribal governments to make necessary investments in broadband infrastructure.*

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The COVID-19 public health emergency has underscored the importance of universally available, high-speed, reliable and affordable broadband coverage as millions of Americans rely on the internet to participate in, among critical activities, remote school, healthcare and work. Recognizing the need for such connectivity, the ARPA provides funds to state, territorial, local and tribal governments to make necessary investments in broadband infrastructure.

Additional guidance and requirements around use of Recovery Funds for broadband infrastructure are as follows:

- ❑ **Unserved and underserved households:** Funds may be used to make necessary investments in broadband infrastructure aimed at “unserved or underserved” communities. Treasury defines unserved and underserved at speeds below 25 Mbps download and 3 Mbps upload
- ❑ **Eligible projects are expected to meet or exceed symmetrical upload and download speeds of 100 Mbps.** However, in instances where required speeds cannot be achieved (due of the geography, topography, or excessive costs), the affected project would be expected to meet or exceed 100 Mbps download with a minimum of 20 Mbps upload with scalability to a symmetrical minimum of 100 Mbps
- ❑ **U.S. Treasury used the [Federal Communication Commission’s \(FCC\) Broadband Speed Guide](#) to determine appropriate speed requirements for all eligible projects**

THE INTERIM FINAL RULE PROVIDES THAT ELIGIBLE INVESTMENTS IN BROADBAND ARE THOSE THAT ARE DESIGNED TO PROVIDE SERVICES MEETING ADEQUATE SPEEDS AND ARE PROVIDED TO UNSERVED AND UNDERSERVED HOUSEHOLDS AND BUSINESSES

## 8. INELIGIBLE EXPENSES

INTERIM FINAL RULE: REFERENCES P. 78-97 | RULE DEFINITIONS P.134-135, 145-147

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*Treasury defines a “deposit” as an extraordinary contribution to a defined benefit pension fund for the purpose of reducing an accrued, unfunded liability. Recipients may use funds for routine payroll contributions to pensions of employees whose wages and salaries are otherwise an eligible use.*

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The Interim Final Rule outlines identifies **several ineligible uses of Recovery Funds**, including:

- **PENSION FUNDS**

Funds shall not be used for “**extraordinary**” **deposits** into a defined pension fund

- ❑ **HOWEVER**, Treasury defines a “deposit” as an *extraordinary contribution* to a pension fund for the purpose of reducing an accrued, unfunded liability. **Recipients may use funds for routine payroll contributions to pensions of employees whose wages and salaries are otherwise an eligible use**

- **NET REDUCTION IN TAX REVENUE (LIMITED TO STATES AND TERRITORIES)**

If a state or territory has a reduction in net tax revenue, they must demonstrate how they paid for the tax cuts from a source(s) other than the Recovery Fund (**Note: This provision does not apply to counties**)

- **OTHER RESTRICTIONS** include:

- ❑ **Using funds for non-federal match** when barred by another federal regulation or statute, including EPA’s Clean Water SRF, Drinking Water SRF, Economic Development Administration or Medicaid
  - **See note on page 4 related to presidential order on FEMA’s state and local cost-share waiver**
- ❑ **Funding debt service**, including costs associated with tax anticipation notes (TANs) or issuing short-term revenue (**Note: This is different than the CARES Act CRF, which allowed use of funds for TANs**)
- ❑ **Legal settlement** or judgements
- ❑ **Deposits to rainy day funds** or financial reserves
- ❑ **General infrastructure** spending outside of water, sewer and broadband investments or above the amount allocated under “revenue loss” recoupment provision
- ❑ **General economic development or workforce development activities**, unless they directly address negative economic impacts of the public health emergency or related to the “revenue loss” provision

OUTSIDE OF WATER, SEWER, BROADBAND AND FACILITY UPGRADES RELATED TO COVID-19 RESPONSE AND MITIGATION, GENERAL INFRASTRUCTURE AND ECONOMIC DEVELOPMENT PROJECTS, SUCH AS NEW JAILS, ROADS AND BRIDGES AND BUSINESS PARKS, ARE PROHIBITED. **HOWEVER, COUNTIES MAY USE THE PORTION OF THEIR “REVENUE LOSS” RECOUPMENT FOR THESE TYPES OF INVESTMENTS**

## 9. REPORTING REQUIREMENTS

INTERIM FINAL RULE: REFERENCES P. 110-112 | RULE DEFINITIONS P. 137

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*Counties are required to submit an Interim Report, Quarterly Project and Expenditure Reports, and Annual Recovery Plan Performance Reports as specified below, regarding their utilization of Coronavirus State and Local Fiscal Recovery Funds.*

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- **INTERIM REPORTS**

Counties are required to submit one Interim Report, which will include the county's expenditures by category at the summary level

- ❑ The Interim Report will cover spending from the date the county receives Funds to July 31, 2021
- ❑ ***The Interim Report is due by August 31, 2021***
- ❑ This report will be similar to that of the CARES Act Coronavirus Relief Fund
- ❑ *Treasury will release additional guidance on this report in the coming weeks*

- **QUARTERLY PROJECT AND EXPENDITURE REPORTS**

Counties are required to submit quarterly project and expenditure reports, including financial data, information on contracts and subawards over \$50,000 and other information regarding utilization of funds

- ❑ First report will cover spending from the date the county receives Funds to September 30, 2021
- ❑ ***First report is due by October 31, 2021***
- ❑ These reports will be similar to CARES Act Coronavirus Relief Fund

- **RECOVERY PLAN PERFORMANCE REPORTS**

**Counties above 250,000 population are required to submit an Annual Recovery Plan Performance Report**, including descriptions of projects funded and information on performance indicators and objectives of each award

- ❑ Initial recovery plan will cover activity from the date the county receives Recovery Funds to July 31, 2021
- ❑ Local governments *(including counties)* ***with less than 250,000 residents are not required*** to develop a Recovery Plan Performance Report
- ❑ *Recovery performance plan is due by August 31, 2021 for counties above 250,000 population*

**COUNTIES BELOW 250,000  
POPULATION ARE NOT  
REQUIRED TO SUBMIT AN  
ANNUAL RECOVERY PLAN  
PERFORMANCE REPORT**

## 10. KEY DEFINITIONS

INTERIM FINAL RULE: RULE DEFINITIONS P. 130-151

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*Treasury provides a list of definitions in the Interim Final Rule, which are essential to understand and comply with the eligible uses and requirements of Recovery Funds.*

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1. **COUNTY:** County, parish or other equivalent county division (i.e. Borough in Alaska)
2. **COVERED BENEFITS:** The costs of all types of leave (vacation, family-related, sick, military, bereavement, sabbatical, jury duty), employee insurance (health, life, dental, vision), retirement (pensions, 401(k)), unemployment benefit plans (federal and state), workers' compensation insurance, and Federal Insurance Contributions Act taxes (which includes Social Security and Medicare taxes). *(NOTE: This is an important definition linked to the exemption for pensions related to county payroll support for their employees)*
3. **COVERED PERIOD:** Begins on March 3, 2021 and ends on December 31, 2024. Counties must adhere to the parameters of the covered period just as States and territorial governments. However, there are exceptions to the covered period:
  - ❑ Funds must be **INCURRED** (i.e. obligated) by December 31, 2024
  - ❑ Funds must be **EXPENDED** with all **WORK PERFORMED** and **COMPLETED** by December 31, 2026
  - ❑ **Counties may provide premium pay retroactively**, dating back to the start of the public health emergency on January 27, 2020
4. **DEPOSIT:** Extraordinary payment of an accrued, unfunded liability. The term *deposit* does not refer to routine contributions made by an employer to pension funds as part of the employer's obligations related to payroll, such as either a pension contribution consisting of a normal cost component related to current employees or a component addressing the amortization of unfunded liabilities calculated by reference to the employer's payroll costs
5. **ELIGIBLE EMPLOYER:** An employer of an eligible worker who performs essential work
6. **ELIGIBLE WORKER:** Workers needed to maintain continuity of operations of essential critical infrastructure sectors, including health care; emergency response; sanitation, disinfection, and cleaning work; maintenance work; grocery stores, restaurants, food production, and food delivery; pharmacy; biomedical research; behavioral health work; medical testing and diagnostics; home- and community-based health care or assistance with activities of daily living; family or child care; social services work; public health work; vital services to Tribes; **any work performed by an employee of a State, local, or Tribal government**; educational work, school nutrition work, and other work required to operate a school facility; laundry work; elections work; solid waste or hazardous materials management, response, and cleanup

work; work requiring physical interaction with patients; dental care work; transportation and warehousing; work at hotel and commercial lodging facilities that are used for COVID-19 mitigation and containment; work in a mortuary; work in critical clinical research, development, and testing necessary for COVID-19 response

- ❑ **With respect to a county recipient,** workers in any additional sectors as **each chief executive officer** of such recipient (*i.e. county government*) may designate as critical to protect the health and well-being of the residents of their county

7. **ESSENTIAL WORK:** Work that is not performed while teleworking from a residence and involves regular in-person interactions with patients, the public or coworkers of the individual that is performing the work **OR** regular physical handling of items that were handled by, or are to be handled by patients, the public, or coworkers of the individual that is performing the work
8. **GENERAL REVENUE:** Money that is received from tax revenue, current charges, and miscellaneous general revenue, excluding refunds and other correcting transactions, proceeds from issuance of debt or the sale of investments, agency or private trust transactions, and intergovernmental transfers from the federal government, including transfers made pursuant to section 9901 of the American Rescue Plan Act. General revenue does not include revenues from utilities. Revenue from Tribal business enterprises must be included in general revenue
9. **NON-PROFIT:** Non-profit organization that is exempt from Federal income taxation and that is described in section 501(c)(3) of the Internal Revenue Code
10. **PREMIUM PAY:** An amount of up to \$13 per hour that is paid to an eligible worker, in addition to wages or remuneration the eligible worker otherwise receives, for all work performed by the eligible worker during the COVID-19 public health emergency (*i.e.* since January 27, 2020). Such amount may not exceed \$25,000 with respect to any single eligible worker. Premium pay will be considered to be in addition to wages or remuneration the eligible worker otherwise receives if, as measured on an hourly rate, the premium pay is:
  1. With regard to work that the eligible worker previously performed, pay and remuneration equal to the sum of all wages and remuneration previously received plus up to \$13 per hour with no reduction, substitution, offset or other diminishment of the eligible worker's previous, current or prospective wages or remuneration, **or**
  2. With regard to work that the eligible worker continues to perform, pay of up to \$13 that is in addition to the eligible worker's regular rate of wages or remuneration, with no reduction, substitution, offset or other diminishment of the workers' current and prospective wages or remuneration
11. **SMALL BUSINESS:** A business concern or other organization that: (1) Has no more than 500 employees, or if applicable, the size standard in number of employees established by the Administrator of the Small

Business Administration for the industry in which the business concern or organization operates, and (2) Is a small business concern as defined in section 3 of the Small Business Act (15 U.S.C. 632)

12. **PENSION FUND:** Defined benefit plan and does not include a defined contribution plan
13. **RECIPIENT:** A state, territory, tribal government, metropolitan city, nonentitlement unit of local government, county, or unite of general local government that receives a payment made under section 602(b) of the Social Security Act or transfer pursuant to section 603(c)(4) of the Social Security Act
14. **REPORTING YEAR:** The Interim Final Rule defines “reporting year” as a single year within the covered period, aligned to the current fiscal year of the recipient government during the covered period, for which a recipient government reports the value of covered changes and any sources of offsetting revenue increases (“in-year” value), regardless of when those changes were enacted. For the fiscal years ending in 2021 or 2025 (partial years), the term “reporting year” refers to the portion of the year falling within the covered period. For example, the reporting year for a fiscal year beginning July 2020 and ending June 2021 would be from March 3, 2021 to July 2021
15. **UNSERVED AND UNDERSERVED HOUSEHOLD OR BUSINESS:** One or more households or businesses that are not currently served by a wireline connection that reliably delivers at least 25 Mbps download speed and 3 Mbps of upload speed

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[CLICK HERE TO SUBMIT QUESTIONS TO THE NACO STAFF](#)  
[CLICK HERE TO SUBMIT YOUR COUNTY INVESTMENT EXAMPLES](#)

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### How Can We Help?

Use the form below to ask a question, and NACo staff will respond via email. Please also explore our curated resources, including guidance, FAQs and more.

- Latest Resources
- NACo Recovery Fund FAQs
- Your County's ARP Allocation
- NACo ARPA Analysis

[ASK A QUESTION](#)

### Share Your Story

How is your county responding to the coronavirus pandemic and driving the recovery in your community. Use the form below to share how your county is using federal relief funds with NACo.

For resources to share your story with local media [click here](#).

[SHARE YOUR STORY](#)

## 10. APPENDIX: EXAMPLES OF ELIGIBLE USES OF RECOVERY FUNDS

PUBLIC HEALTH		
<p><b>COVID-19 response</b></p> <ul style="list-style-type: none"> <li>• Vaccination programs</li> <li>• Medical care</li> <li>• Testing</li> <li>• Contact tracing</li> <li>• Isolation and quarantine</li> <li>• Medical or public health access for vulnerable populations</li> <li>• Public health surveillance</li> <li>• Public health order enforcement</li> <li>• Public communication</li> <li>• Health care capacity enhancement</li> <li>• Capital investments in mitigation tactics in public facilities</li> </ul>	<ul style="list-style-type: none"> <li>• Personal protective equipment (PPE) purchases</li> <li>• Prevention and mitigation in congregate living facilities and schools</li> <li>• Ventilation improvements in congregate and health care settings</li> <li>• Public health data system enhancements</li> </ul>	<p><b>Behavioral health</b></p> <ul style="list-style-type: none"> <li>• Mental health treatment</li> <li>• Substance misuse treatment</li> <li>• Crisis intervention</li> <li>• Outreach to promote access to health and social services</li> </ul> <p><b>Payroll</b></p> <ul style="list-style-type: none"> <li>• Public health, health care, human services, public safety, and others who work on COVID-19 response</li> <li>• Payroll and benefit costs for employees or units/divisions primarily dedicated to COVID-19 response</li> </ul>

ECONOMIC IMPACTS	
<p><b>Households</b></p> <ul style="list-style-type: none"> <li>• Food assistance, rent, mortgage, utilities</li> <li>• Counseling and legal aid to prevent eviction or homelessness</li> <li>• Cash assistance</li> <li>• Burial assistance</li> <li>• Survivor’s benefits</li> <li>• Home repairs and weatherization</li> <li>• Internet access or digital literacy assistance</li> <li>• Job training to address negative economic or public health impacts</li> </ul> <p><b>Public Sector</b></p> <ul style="list-style-type: none"> <li>• Rehiring public sector staff up to pre-pandemic levels</li> <li>• Replenishing unemployment insurance (UI) trust funds up to pre-pandemic levels</li> <li>• Building internal capacity to implement economic relief programs, with investments in data analysis, targeted outreach,</li> </ul>	<p><b>Hardest-hit Communities</b></p> <ul style="list-style-type: none"> <li>• Limited to spending within a Qualified Census Tract, families living in Qualified Census Tracts, other populations, households, or geographic areas disproportionately impacted by the pandemic</li> <li>• Community health workers, public benefits navigators, remediation of lead hazards, and community violence intervention programs</li> <li>• Services to address individuals experiencing homelessness, affordable housing development, housing vouchers, and residential counseling and housing navigation assistance to facilitate moves to neighborhoods with high economic opportunity</li> <li>• New or expanded early learning services, additional resources for high-poverty school districts, educational services like tutoring or afterschool programs and services to address social, emotional, and mental health needs</li> <li>• New or expanded high quality child care, home visiting programs for families with young children, and enhanced services for child welfare-involved families and foster youth</li> </ul>

<p>technology infrastructure, and impact evaluations</p>	<p><b>Small Businesses &amp; Nonprofits</b></p> <ul style="list-style-type: none"> <li>• Loans or grants to mitigate revenue declines, closures (e.g., payroll and benefits support, employee retention, mortgage, rent, utilities, other operating costs)</li> <li>• Loans, grants, or in-kind assistance to implement prevention or mitigation tactics (e.g., social distancing, enhanced cleaning, barriers or partitions, vaccination, testing, contact tracing)</li> <li>• Technical assistance, counseling, or other services to assist business planning</li> <li>• Support for tourism, travel, and hospitality sectors</li> </ul>
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<b>REVENUE LOSS</b>
<ul style="list-style-type: none"> <li>• Broad latitude to support government services, up to the amount of the lost revenue</li> <li>• Includes revenue from taxes, current charges, and miscellaneous general revenue</li> <li>• Calculated at four points in time: December 31, 2020; December 31, 2021; December 31, 2022; and December 31, 2023</li> <li>• Upon receiving payments, recipients may immediately calculate revenue loss for the period ending December 31, 2020</li> <li>• Excludes refunds and other correcting transactions, proceeds from issuance of debt or the sale of investments, agency or private trust transactions, and revenue generated by utilities and insurance trusts</li> <li>• Includes intergovernmental transfers between state and local governments, but excludes transfers from the federal government</li> <li>• Recipients must calculate revenue on an entity-wide basis rather than a source-by-source basis</li> <li>• Includes current charges that would be included in the Census Bureau's definition of state or local government general revenue from own sources, such as revenue of facilities operated by a government (swimming pools, recreational marinas and piers, golf courses, skating rinks, museums, zoos, etc.); auxiliary facilities in public recreation areas (camping areas, refreshment stands, gift shops, etc.); lease or use fees from stadiums, auditoriums, and community and convention centers; and rentals from concessions at such facilities</li> </ul>

<b>PREMIUM PAY FOR ESSENTIAL WORKERS</b>
<ul style="list-style-type: none"> <li>• <b>Any work performed by an employee of the state, local or tribal government</b></li> <li>• Staff at nursing homes, hospitals, and home-care settings</li> <li>• Workers at farms, food production facilities, grocery stores, and restaurants</li> <li>• Janitors and sanitation workers</li> <li>• Public health and safety staff</li> <li>• Truck drivers, transit staff, and warehouse workers</li> <li>• Child care workers, educators, and school staff</li> <li>• Social service and human services staff</li> <li>• Retrospective and prospective premium pay permissible</li> <li>• Staff working for third-party contractors in eligible sectors</li> </ul>

## WATER & SEWER INFRASTRUCTURE

- Drinking water infrastructure projects, such as building or upgrading facilities and transmission, distribution, and storage systems, including the replacement of lead service lines
- Wastewater infrastructure projects, including constructing publicly-owned treatment infrastructure, managing and treating stormwater or subsurface drainage water, facilitating water reuse, and securing publicly-owned treatment works
- Projects that address the impacts of climate change
- Aligns eligible projects with the Clean Water State Revolving Fund and Drinking Water State Revolving Fund
- Encourages projects to use strong labor standards, including project labor agreements and community benefits agreements that offer wages at or above the prevailing rate and include local hire provisions

## BROADBAND INFRASTRUCTURE

- Investments in areas that are currently unserved or underserved (i.e., lacking a wireline connection that reliably delivers minimum speeds of 25 Mbps download and 3 Mbps upload)
- Prioritize projects that achieve last-mile connections to households and businesses
- Projects that deliver services offering reliable 100 Mbps download and 100 Mbps upload speeds, *unless impracticable due to topography, geography, or cost*
- Fiber optic investments



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