



## **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 AUGUST 10, 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=SGISeGpLVG9wQWtRSnNUM25mczlvZz09> 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. Dana Loomis  
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. **BEHAVIORAL HEALTH**

- 1) Approve and Authorize the Director of Behavioral Health to sign agreement between Plumas County and Shasta County to participate in a collaborative effort known as the Homeless Management Information system; not to exceed \$10,000.00; approved as to form by County Counsel [View Item](#)
  - 2) Approve and authorize the Chair to sign Memorandum of Understanding (MOU) between Pumas County and Blue Cross of California Partnership Plan; to describe responsibilities in the delivery of special mental health services to Anthem Members [View Item](#)
  - 3) Approve and authorize the Chair to sign agreement between Plumas County and Environmental Alternatives (EA) to provide special mental health services, aftercare services to Medi-Cal beneficiaries who have transitioned from Full Service Partnership care services to permanent supportive housing as needed; approved as to form by County Counsel [View Item](#)
  - 4) Adopt **RESOLUTION** approving the Contract between Plumas County and the Department of Health Care Services, and authorizing the Director of Behavioral Health to sign any documents pertaining to this grant as the Board of Supervisors designee; approved as to form by County Counsel [View Item](#)
  - 5) Approve and Authorize the Chair to sign Agreement between Plumas County and Environmental Alternatives, to provide mental health and specialty services to qualifying participants; not to exceed \$916,386.00; services are funded through the Mental Health Services Act; approved as to form by County Counsel [View Item](#)

- B. **PLANNING**

- 1) Approve and authorize Chair to sign Service Agreement between Plumas County and Hinman and Associates Consulting, Inc. for administrative services in support of DWR Proposition 1 Round 1 IRWM Grant Program; not to exceed \$57,500; approved as to form by County Counsel [View Item](#)
  - 2) Approve and authorize Chair to sign Funding Agreement between Plumas County and Sierraville Public Utility District for DWR Proposition 1 Round 1 IRWM Grant Program, Local Project Sponsor's Project Entitled Alternative Water Source Development; not to exceed \$627,660; approved as to form by County Counsel [View Item](#)
  - 3) Approve and authorize Chair to sign Second Amendment to Service Agreement between Plumas County and Hinman and Associates Consulting, Inc., for scope of work support services of DWR Disadvantaged Community Involvement Grant Program; not to exceed \$17,460; approved as to form by County Counsel [View Item](#)

- C. **PUBLIC WORKS/ BECKWOURTH CSA**

- 1) Approve and authorize the Chair to sign Amendment No. 18, to service agreement between Plumas County and Stantec Consulting Services, Inc.; extending the base agreement expiration date by 2 years; approved as to form by County Counsel [View Item](#)
  - 2) Authorize no contract payments to Jet Plumbing for Emergency repair of Beckwourth CSA sewer pump; Invoice total \$3,334.83 [View Item](#)

D. **TREASURER – TAX COLLECTOR**

Approve and authorize the County Treasurer/ Tax Collector to offer properties for sale by Public Auction that are (5) five years tax default; in accordance with Chapter 7 of Part 6 of Division 1 of the California Revenue Taxation Code. [View Item](#)

3. **NON-LETHAL PREDATOR CONTROL** – Presentation by Michelle L. Lute, PhD, and Jessica L. Blome, Greenfire Law, PC [View Item](#)

**SPECIAL DISTRICTS GOVERNED BY BOARD OF SUPERVISORS**

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

**Convene as the Flood Control & Water Conservation District Governing Board**

4. **FLOOD CONTROL & WATER CONSERVATION DISTRICT**

Adopt a **RESOLUTION** authorizing Chair to of the Board of Directors to sign the agreement for additional water allocation for 2021; approved as to form by County Counsel; discussion and possible action

**Roll call vote** [View Item](#)

**Adjourn as the Flood Control & Water Conservation District Governing Board and reconvene as the Board of Supervisors**

5. **DEPARTMENTAL MATTERS**

A. **BEHAVIORAL HEALTH** – Tony Hobson

Authorize the Director of Behavioral Health to recruit and fill vacant; funded and allocated 1.0 FTE Office Supervisor position; vacancy due to Promotion; discussion and possible action [View Item](#)

B. **PLANNING** – Tracey Ferguson

Discussion of 2035 Plumas County General Plan Economics Element Implementation Measures to Establish One Plumas County Economic Development Point of Contact; confirm and accept staff recommendation; discussion and possible action [View Item](#)

C. **SHERIFF** – Todd Johns

Update regarding the Sheriff's office progress on recruiting, hiring and retaining Public Safety Dispatch positions; discussion and possible direction [View Item](#)

D. **PUBLIC WORKS SOLID WASTE DIVISION** - John Mannie

Adopt **ORDINANCE**, first introduced on 08/03/2021, Amending Section 6-10.108 of Article 2 of Chapter 10 of Title 6 of the Plumas County Code; discussion and possible action **Roll call vote** [View Item](#)

6. **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

## **7. CLOSED SESSION**

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

- A. Personnel: Public employee performance evaluation – Planning Director (Board Only)
- B. Personnel: Public employee performance evaluation – County Counsel (Board Only)
- C. Personnel: Public employee performance evaluation – Librarian (Board Only)
- D. Conference with Labor Negotiator regarding employee negotiations: Sheriff's Administrative Unit; Sheriff's Department Employees Association; Operating Engineers Local #3; Confidential Employees Unit; Probation; Unrepresented Employees and Appointed Department Heads (Time Certain 11:30)
- E. Conference with Legal Counsel: Claim against the County filed by Plumas Sierra Telecommunications (PST) on February 27, 2020
- F. Conference with Legal Counsel: Existing litigation – American Valley Aviation, Inc. v. County of Plumas, et al., Plumas County Superior Court, Case No. GN CV19-00193, pursuant to subdivision (a) of Government Code §54956.9

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

#### **ADJOURNMENT**

Adjourn meeting to Tuesday, August 17, 2021, Board of Supervisors Room 308, Courthouse, Quincy, California

## PLUMAS COUNTY BEHAVIORAL HEALTH SERVICES

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

Tony Hobson Ph.D., Director



DATE: August 10, 2021

TO: Honorable Board of Supervisors

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

SUBJECT: Consent Agenda

*Shelly Evans  
for*

### Recommendation

1. It is respectfully requested the Board of Supervisors approve and authorize Director Tony Hobson to sign a \$10,000.00 Agreement with Shasta County.
2. It is respectfully requested the Board of Supervisors approve and authorize board chair to sign Memorandum of Understanding with Blue Cross of California Partnership Plan.
3. It is respectfully requested the Board of Supervisors approve and authorize board chair to sign Agreement with Environmental Alternatives for Aftercare program.

### **BACKGROUND AND DISCUSSION:**

1. This agreement is with the County of Shasta, through its Department of Housing and Community Action Agency Program. This contract is for the purpose of participating in a collaborative effort, with Del Norte, Lassen, Modoc, Shasta, Sierra and Siskiyou counties, through a web-based software program, Homeless Management Information System, HMIS, in which each county will confidentially collect, track, manage, share, and coordinate client services. Data collected to be used in understanding the nature of the homelessness, reduce inefficiencies and duplication of services in our community.
2. This Blue Cross of California Partnership Plan Memorandum of Understanding is to describe the responsibilities in the delivery of special mental health services to Anthem Members.

## **PERSONAL SERVICES AND SUBLICENSE AGREEMENT BETWEEN THE COUNTY OF SHASTA AND COUNTY OF PLUMAS**

This agreement is entered into between the County of Shasta, through its Department of Housing and Community Action Agency Programs, a political subdivision of the State of California (“County”) and County of Plumas, through its Behavioral Health department, a political subdivision of the Shasta of California (“Consultant”) (collectively, the “Parties” and individually a “Party”) for the purpose of participating in a collaborative effort known as the Homeless Management Information System (“HMIS”).

### **RECITALS**

**WHEREAS**, the NorCal, CA-516 Homeless Continuum of Care (“CoC”) is an organization consisting of government agencies, non-profits, faith-based groups, and individuals who have an interest in homeless issues in the counties of Del Norte, Lassen, Modoc, Plumas, Shasta, Sierra and Siskiyou; and

**WHEREAS**, the CoC has designated the County to operate the CoC’s HMIS on behalf of the CoC as the Lead Agency; and

**WHEREAS**, County has agreed to be the Lead Agency; and

**WHEREAS**, County and Consultant both are participants in the CoC; and

**WHEREAS**, County has entered into a separate agreement with Wellsky Corporation, which agreement is dated and effective October 31, 2018, (entitled, “PERSONAL SERVICES AGREEMENT BETWEEN THE COUNTY OF SHASTA AND WELLSKY CORPORATION”; “Wellsky”), pursuant to which County has purchased licenses for ServicePoint for use by County and authorized users as designated by County within the CoC; and

**WHEREAS**, ServicePoint is a web-based HMIS software program designed to track, manage, coordinate, and client services; and

**WHEREAS**, County desires to provide to Consultant, and Consultant desires to use, one or more of the ServicePoint licenses purchased by County for the HMIS; and

**WHEREAS**, Consultant represents that it has the capability, experience, and expertise necessary to carry out the terms and conditions of this agreement.

**NOW, THEREFORE**, County and Consultant agree as follows:

### **Section 1A. DEFINITIONS.**

- A. “Cloud Services” means, collectively, the Wellsky software as a service offering listed in this agreement and defined in the Documentation.

- B. “Confidential Information” means (i) the source and object code of all components of the System, (ii) the Documentation, (iii) the Test Scripts, (iv) the design and architecture of the database, and (v) all other information of a confidential or proprietary nature disclosed by one Party to the other Party in connection with this agreement which is either disclosed in writing and clearly marked as confidential at the time of disclosure or disclosed orally and clearly designated as confidential in a written communication to the receiving Party within 7 days following the disclosure. “Confidential Information” shall not include information that is any one or more of the following: (a) publicly available through no breach of this agreement, (b) independently developed or previously known to it, without restriction, prior to disclosure by the disclosing Party, (c) rightfully acquired from a third party not under an obligation of confidentiality.
- C. “Documentation” means the most recent documentation of the functional operation of ServicePoint, the Licensed Software and Cloud Services. A copy of the Documentation is available online at <https://portals.force.com/mediware/login>.
- D. “HMIS” means Homeless Management Information System.
- E. “HUD” means the United States Department of Housing and Urban Development.
- F. “Licensed User” means a permitted user of the Licensed Software approved by the County’s System Administrator of Licensed Software, Sublicensed Software and Cloud Services.
- G. “Licensed Software” or “ServicePoint” means the HMIS called ServicePoint, the object code version of computer programs developed by Wellsky, including the modules ClientPoint, ResourcePoint, ActivityPoint, ShelterPoint, and SkanPoint and updates furnished to County by Wellsky pursuant to the County’s October 31, 2018, agreement with Wellsky, but excluding all Sublicensed Software or third-party software.
- H. “Sublicensed Software” shall mean those programs provided to Wellsky by a third party, which Wellsky sublicenses to County hereunder, for use with the Licensed Software, and any Updates thereto provided to County by Wellsky.
- I. “System Administrator” means the County employee or employees designated by the Housing and Community Action Programs Director who provides training and support for local agencies, monitors data quality, prepares reports as necessary for funding sources, and oversees HMIS duties.
- J. “Test Scripts” means Wellsky’s test scripts designed by Wellsky.
- K. “Work Product” means any technology, documentation, software, procedures developed, conceived, or introduced by Wellsky in the course of Wellsky performing Services, whether acting alone or in conjunction with County or its employees, Licensed Users, affiliates, or others designs, inventions, methodologies,

techniques, discoveries, know-how, show-how, and works of authorship, and all United States and foreign patents issued or issuable thereon, all copyrights and other rights in works of authorship, collections, and arrangements of data, mask work rights, trade secrets on a world-wide basis, trademarks, trade names, and other forms of corporate or product identification, and any division, continuation, modification, enhancement, derivative work or license of any of the foregoing.

## **Section 1. RESPONSIBILITIES OF CONSULTANT.**

Pursuant to the terms and conditions of this agreement, Consultant shall:

- A. Comply with the HMIS Policies and Procedures Manual entitled “Redding/Shasta County Homeless Continuum of Care” (“Manual”), as may be amended from time to time in accordance with section 7. C. of this agreement. The Manual is attached to and incorporated to this agreement by reference as Attachment A.
- B. Complete concurrent with this agreement, execute and agree to be bound by the Inter-Agency HMIS Data Sharing Agreement included in Attachment A, Appendix F, which is incorporated hereto by reference.
- C. Timely enter correct, accurate, reliable, and complete client data into ServicePoint, including the modules ClientPoint, ResourcePoint, ActivityPoint, ShelterPoint, and SkanPoint, within the timeframe as specified in the Manual. Whenever feasible, Consultant shall upload client-provided or other relevant documents into the client’s respective ServicePoint record.
- D. Consultant, its employees, volunteers, and its Licensed Users, shall not:
  1. Sell, resell, lease, lend, or otherwise make available or accessible ServicePoint or the Cloud Services to a third party; and
  2. Modify, adapt, translate, or make derivative works of ServicePoint software application or Cloud Services; and
  3. Sublicense or operate ServicePoint or the Cloud Services software for timesharing, outsourcing, or service bureau operations.
- E. Only obtain, collect, share, disclose, or release information for an individual upon verification by Consultant that the individual has voluntarily consented to share, in writing, as evidenced by a signed HMIS Client Informed Consent and Release of Information Authorization. Consultant shall also prevent unauthorized access and use of the Cloud Services and shall also prevent and guard against unauthorized use, breach, access, disclosure, or dissemination of any and all content, information, records, and data stored or maintained in or by ServicePoint or the Licensed Software. In the event of any suspected or confirmed violation of this provision, Consultant shall immediately notify County and the System Administrator of such violation or breach and Consultant shall ensure that it takes all reasonable steps to promptly resolve and remedy said violation.

- F. Limit the number of its Licensed Users of ServicePoint to no more than the total number of licenses provided to Consultant under this agreement.
- G. Attend quarterly HMIS user meetings.
- H. Maintain familiarity, understanding, and compliance with all applicable laws, rules, regulations, and policies pertaining to HMIS and the provision of all services, actions, or obligations relating thereto.
- I. Take all other reasonably necessary steps, functions and work, as determined by County, as may be required for compliance with the Manual, HMIS rules and regulations, and as may otherwise be required in order for County to abide by the terms and conditions of the County's October 31, 2018 agreement with Wellsky including any amendments, and any subsequent agreements with Wellsky, including any amendments to subsequent agreements.
- J. Be responsible for providing its own computer, computer equipment, and components necessary to effectively and properly utilize the Licensed Software.

## **Section 2. RESPONSIBILITIES OF COUNTY.**

Pursuant to the terms and conditions of this agreement, County shall:

- A. Through its System Administrator, grant and provide to Consultant up to 1 limited term, non-exclusive, non-transferable ServicePoint user licenses provided that Consultant may obtain additional ServicePoint licenses as set forth in Section 3.
- B. Review quality of data entered by Consultant into ServicePoint in accordance with Attachment A.
- C. Host quarterly HMIS user meetings.
- D. Act as the "Lead Agency" in accordance with the Manual.
- E. Have no obligation to furnish or otherwise provide to Consultant any such computers, computer equipment, or components.

## **Section 3. COMPENSATION.**

Consultant shall compensate County as follows:

- A. Consultant shall pay County \$442.50 per license. Consultant shall be entitled to pay for additional ServicePoint licenses beyond the number of licenses set forth in section 2.A, if additional licenses are available as determined by County, at a prorated cost of \$36.88 per month, or any fraction thereof, per license.

- B. In no event whatsoever shall maximum compensation paid to County exceed \$10,000 during the term of this agreement and extensions thereof until June 30, 2022.
- D. Consultant's violation or breach of agreement terms may result in termination of Agreement.

**Section 4. BILLING AND PAYMENT.**

- A. County shall submit an invoice to Consultant, in an amount pursuant to Section 3.A., and shall additionally submit an invoice or invoices on an as needed basis within 30 days after Consultant purchases additional licenses. With respect to each invoice, Consultant shall make payment to County within 30 days of the invoice date.
- B. Should Consultant, or state or federal government, disallow any amount claimed by County, County shall reimburse Consultant, or the state or federal government, as directed by Consultant or the state or federal government, for such disallowed cost.

**Section 5. TERM OF AGREEMENT.**

The initial term of this agreement shall be for one year beginning on July 1, 2021 and ending June 30, 2022. The term of this agreement may be extended for one additional one-year term under the same terms and conditions. Unless written notice of non-renewal is provided by either Party to the other Party at least 30 days prior to the expiration of the initial term or the then current term.

**Section 6. TERMINATION OF AGREEMENT.**

- A. If Consultant materially fail to perform Consultant's responsibilities under this agreement to the satisfaction of County, or if Consultant fails to fulfill in a timely and professional manner Consultant's responsibilities under this agreement, or if Consultant violates any of the terms or provisions of this agreement, then County shall have the right to terminate this agreement for cause effective immediately upon the County giving written notice thereof to Consultant. If termination for cause is given by County to Consultant and it is later determined that Consultant was not in default or the default was excusable, then the notice of termination shall be deemed to have been given without cause pursuant to paragraph B of this section.
- B. Either Party may terminate this agreement without cause on 30 days' written notice.

- C. Consultant may terminate this agreement immediately upon oral notice should funding cease or be materially decreased during the term of this agreement.
- D. County's right to terminate this agreement may be exercised by County's Executive Officer or his/her designee, or by the Director of the County's Department of Housing and Community Action Programs ("Director") or his/her designee.
- E. Should this agreement be terminated, Consultant shall promptly provide to County any and all finished and unfinished reports, data, studies, photographs, charts, and other documents prepared by Consultant pursuant to this agreement.
- F. Should this agreement be terminated, County shall promptly suspend Consultant access to ServicePoint software.
- G. Failure to use the Licensed Software and updates thereto in accordance with agreement, or applicable law, or both, is material breach of this agreement.

**Section 7. ENTIRE AGREEMENT; AMENDMENTS; HEADINGS; EXHIBITS/APPENDICES.**

- A. This agreement supersedes all previous agreements relating to the subject of this agreement and constitutes the entire understanding of the Parties hereto. Consultant shall be entitled to no other benefits other than those specified herein. Consultant specifically acknowledges that in entering into and executing this agreement, Consultant relies solely upon the provisions contained in this agreement and no others.
- B. No changes, amendments, or alterations to this agreement shall be effective unless in writing and signed by both Parties. However, minor amendments that do not result in a substantial or functional change to the original intent of this agreement and do not cause an increase to the maximum amount payable under this agreement may be agreed to in writing between Consultant and Director, provided that the amendment is in substantially the same format as the County's standard format amendment contained in the Shasta County Contracts Manual (Administrative Policy 6-101).
- C. Notwithstanding section 7.B. of this agreement, County may amend Attachment A by following the procedure established in Sections 4.2 and 4.3 of Attachment A.
- D. The headings that appear in this agreement are for reference purposes only and shall not affect the meaning or construction of this agreement.
- E. If any ambiguity, inconsistency, or conflict exists or arises between the provisions of this agreement and the provisions of any of this agreement's exhibits or appendices, the provisions of this agreement shall govern.

**Section 8. NONASSIGNMENT OF AGREEMENT; NON-WAIVER.**

Inasmuch as this agreement is intended to secure the specialized services of Consultant, Consultant may not assign, transfer, delegate, or sublet any interest herein without the prior written consent of County. The waiver by County of any breach of any requirement of this agreement shall not be deemed to be a waiver of any other breach.

**Section 9. EMPLOYMENT STATUS OF CONSULTANT.**

During the entire term of this agreement, both Parties are to be construed to be an independent contractor, and nothing in this agreement is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, or to allow either Party to exercise discretion or control over the professional manner in which either Party performs the work or services that are the subject matter of this agreement; provided, however, that the work or services to be provided by either Party shall be provided in a manner consistent with the professional standards applicable to such work or services. The sole interest of County is to insure that the work or services shall be rendered and performed in a competent, efficient, and satisfactory manner. Both Parties shall be fully responsible for payment of all taxes due to the State of California or the federal government. County shall not be liable for deductions for any amount for any purpose from Consultant's compensation. Consultant shall not be eligible for coverage under County's workers' compensation insurance plan nor shall Consultant be eligible for any other County benefit.

**Section 10. INDEMNIFICATION.**

To the fullest extent permitted by law, Consultant shall indemnify and hold harmless County, its elected officials, officers, employees, agents, and volunteers against all claims, suits, actions, costs, expenses (including, but not limited to, reasonable attorney's fees of County Counsel and counsel retained by County, expert fees, litigation costs, and investigation costs), damages, judgments, or decrees arising from the work or the provision of services undertaken pursuant to this agreement by Consultant, or by any of Consultant's subcontractors, any person employed under Consultant, or under any subcontractor, or in any capacity, except when the injury or loss is caused by the sole negligence or intentional wrongdoing of County. Consultant shall also, at Consultant's own expense, defend the County, its elected officials, officers, employees, agents, and volunteers, against any claim, suit, action, or proceeding brought against County, its elected officials, officers, employees, agents, and volunteers, arising from the work or the provision of services undertaken pursuant to this agreement by Consultant, or any of Consultant's subcontractors, any person employed under Consultant, or under any Subcontractor, or in any capacity. Consultant shall also defend and indemnify County for any adverse determination made by the Internal Revenue Service or the State Franchise Tax Board and/or any other taxing or regulatory agency and shall defend, indemnify, and hold harmless County with respect to Consultant's "independent contractor" status that would establish a liability on County for failure to make social security deductions or contributions or income tax withholding payments, or any other legally mandated payment. The provisions of this paragraph are intended to be interpreted as broadly as permitted by applicable law. This provision shall survive the termination, expiration, or cancellation of this agreement.

## **Section 11. INSURANCE COVERAGE.**

- A. Without limiting Consultant's duties of defense and indemnification, Consultant and any subcontractor shall obtain, from an insurance carrier authorized to transact business in the State of California, and maintain continuously during the term of this agreement Commercial General Liability Insurance, including coverage for owned and non-owned automobiles, and other coverage necessary to protect County and the public with limits of liability of not less than \$1 million per occurrence; such insurance shall be primary as to any other insurance maintained by County.
- B. Consultant and any subcontractor shall obtain and maintain continuously required Workers' Compensation and Employer's Liability Insurance to cover Consultant, subcontractor, Consultant's partner(s), subcontractor's partner(s), Consultant's employees, and subcontractor's employees with an insurance carrier authorized to transact business in the State of California covering the full liability for compensation for injury to those employed by Consultant or subcontractor. Each such policy shall be endorsed to state that the Workers' Compensation carrier waives its right of subrogation against the *County, its elected officials, officers, employees, agents, and volunteers* which might arise in connection with this agreement. Consultant hereby certifies that Consultant is aware of the provisions of section 3700 of the Labor Code, which requires every employer to insure against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of the Labor Code, and Consultant shall comply with such provisions before commencing the performance of the work or the provision of services pursuant to this agreement.
- C. Consultant shall obtain and maintain continuously a policy of Errors and Omissions coverage with limits of liability of not less than \$1 million per occurrence.
- D. Consultant shall require subcontractors to furnish satisfactory proof to County that liability and workers' compensation and other required types of insurance have been obtained and are maintained similar to that required of Consultant pursuant to this agreement.
- E. With regard to all insurance coverage required by this agreement:
  - (1) Any deductible or self-insured retention exceeding \$25,000 for Consultant or subcontractor shall be disclosed to and be subject to approval by the County Risk Manager prior to the effective date of this agreement.
  - (2) If any insurance coverage required hereunder is provided on a "claims made" rather than "occurrence" form, Consultant or subcontractor shall maintain such insurance coverage with an effective date earlier or equal to the effective date of this agreement and continue coverage for a period of three years after the expiration of this agreement and any extensions thereof. In lieu of maintaining post-agreement expiration coverage as specified

above, Consultant or subcontractor may satisfy this provision by purchasing tail coverage for the claims-made policy. Such tail coverage shall, at a minimum, provide the insurance coverage required hereunder for claims received and reported three years after the expiration date of this agreement.

(3) All insurance (except workers' compensation and professional liability) shall include an endorsement or an amendment to the policy of insurance which names *County, its elected officials, officers, employees, agents, and volunteers as additional insureds*. In the event that coverage is reduced or canceled, a notice of said reduction or cancellation shall be provided to County within 24 hours. Any available insurance proceeds in excess of the specified minimum limits and coverage pursuant to the terms of this agreement shall be applicable to the Additional Insured. The additional insureds coverage shall be equal to Insurance Service Office endorsement CG 20 10 for on-going operations, and CG 20 37 for completed operations.

(4) Each insurance policy (except for workers' compensation and professional liability policies), or an endorsement thereto, shall contain a "separation of insureds" clause which shall read:

"Separation of Insureds.

Except with respect to the Limits of Insurance, and any rights or duties specifically assigned in this Coverage Part to the first Named Insured, this insurance applies:

- a. As if each Named Insured were the only Named Insured; and
- b. Separately to each suit insured against whom a claim is made or suit is brought."

(5) Consultant shall provide the County with an endorsement or amendment to Consultant's policy of insurance as evidence of insurance protection before the effective date of this agreement.

(6) The insurance coverage required herein shall be in effect at all times during the term of this agreement. In the event any insurance coverage expires at any time during the term of this agreement, Consultant shall provide, at least 20 days prior to said expiration date, a new endorsement or policy amendment evidencing insurance coverage as provided for herein for not less than the remainder of the term of this agreement or for a period of not less than one year. In the event Consultant fails to keep in effect at all times insurance coverage as herein provided and a renewal endorsement or policy amendment is not provided within 10 days of the expiration of the endorsement or policy amendment in effect at inception of this agreement, County may, in addition to any other remedies it may have, terminate this agreement upon the occurrence of such event.

- (7) If the endorsement or amendment does not reflect the limits of liability provided by the policy of insurance, Consultant shall provide County a certificate of insurance reflecting those limits.
- (8) Any of Consultant's Excess Insurance shall contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the County.

**Section 12. NOTICE OF CLAIM; APPLICABLE LAW; VENUE.**

- A. If any claim for damages is filed with Consultant or if any lawsuit is instituted concerning Consultant's performance under this agreement and that in any way, directly or indirectly, contingently or otherwise, affects or might reasonably affect County, Consultant shall give prompt and timely notice thereof to County. Notice shall be prompt and timely if given within 30 days following the date of receipt of a claim or 10 days following the date of service of process of a lawsuit. This provision shall survive the termination, expiration, or cancellation of this agreement.
- B. Any dispute between the Parties, and the interpretation of this agreement, shall be governed by the laws of the State of California. Any litigation shall be venued in Shasta County.

**Section 13. COMPLIANCE WITH LAWS; NON-DISCRIMINATION.**

- A. Both Parties shall observe and comply with all applicable present and future federal laws, state laws, local laws, codes, rules, regulations, and/or orders that relate to the work or services to be provided pursuant to this agreement.
- B. Neither Party shall not discriminate in employment practices or in the delivery of services on the basis of race, color, creed, religion, national origin, sex, age, marital status, sexual orientation, medical condition (including cancer, HIV, and AIDS) physical or mental disability, use of family care leave under either the Family & Medical Leave Act or the California Family Rights Act, or on the basis of any other status or conduct protected by law.
- C. Both Parties represent that they are in compliance with and agrees that they shall continue to comply with the Americans with Disabilities Act of 1990 (42 U.S.C. sections 12101, *et seq.*), the Fair Employment and Housing Act (Government Code sections 12900, *et seq.*), and regulations and guidelines issued pursuant thereto.
- D. No funds or compensation received by Consultant under this agreement shall be used by Consultant for sectarian worship, instruction, or proselytization. No funds or compensation received by Consultant under this agreement shall be used to provide direct, immediate, or substantial support to any religious activity.

E. In addition to any other provisions of this agreement, Consultant shall be solely responsible for any and all damages caused, and/or penalties levied, as the result of Consultant's noncompliance with the provisions of this section.

**Section 14. ACCESS TO RECORDS; RECORDS RETENTION.**

County, federal, and state officials shall have access to any books, documents, papers, and records of Consultant that are directly pertinent to the subject matter of this agreement for the purpose of auditing or examining the activities of Consultant or County. Except where longer retention is required by federal or state law, Consultant shall maintain all records for five years after expiration of this contract. This provision shall survive the termination, expiration, or cancellation of this agreement.

**Section 15. COMPLIANCE WITH CHILD, FAMILY, AND SPOUSAL SUPPORT REPORTING OBLIGATIONS.**

Either Party's failure to comply with state and federal child, family, and spousal support reporting requirements regarding either Party's employees or failure to implement lawfully served wage and earnings assignment orders or notices of assignment relating to child, family, and spousal support obligations shall constitute a default under this agreement. Either Party's failure to cure such default within 90 days of notice by County shall be grounds for termination of this agreement.

**Section 16. LICENSES AND PERMITS.**

Each Party's officers, employees, and agents performing the work or services required by this agreement, shall possess and maintain all necessary licenses, permits, certificates, and credentials required by the laws of the United States, the State of California, the County of Shasta, and all other appropriate governmental agencies, including any certification and credentials required by County. Failure to maintain the licenses, permits, certificates, and credentials shall be deemed a breach of this agreement and constitutes grounds for the termination of this agreement by either Party.

**Section 17. PERFORMANCE STANDARDS.**

Each Party shall perform the work or services required by this agreement in accordance with the industry and/or professional standards applicable to each Party's work or services.

**Section 18. CONFLICTS OF INTEREST.**

Neither Party's officers nor employees shall not have a financial interest, or acquire any financial interest, direct or indirect, in any business, property, or source of income that could be financially affected by or otherwise conflict in any manner or degree with the performance of the work or services required under this agreement.

**Section 19. NOTICES.**

A. Except as provided in section 6.C. of this agreement (oral notice of termination due to insufficient funding), any notices required or permitted pursuant to the terms and provisions of this agreement shall be given to the appropriate Party at the address specified below or at such other address as the Party shall specify in writing. Such notice shall be deemed given: (1) upon personal delivery; or (2) if sent by first class mail, postage prepaid, two days after the date of mailing.

If to County: Director  
Shasta County Department of Housing and  
Community Action Programs  
1450 Court Street, Suite 108  
Redding, CA 96001  
Telephone: (530) 225-5160  
Fax: (530) 225-5178

If to Consultant: Director of Behavioral Health  
County of Plumas  
270 County Hospital Road Suite 109  
Quincy, CA 95971  
Telephone: (530) 283-6307 ext. 1007

B. Any oral notice authorized by this agreement shall be given to the persons specified in Section 19.A. and shall be deemed to be effective immediately.

**Section 20. AGREEMENT PREPARATION.**

It is agreed and understood by the Parties that this agreement has been arrived at through negotiation and that neither Party is to be deemed the Party which created any uncertainty in this agreement within the meaning of section 1654 of the Civil Code.

**Section 21. COMPLIANCE WITH POLITICAL REFORM ACT.**

Both Parties shall comply with the California Political Reform Act (Government Code, sections 81000, *et seq.*), with all regulations adopted by the Fair Political Practices Commission pursuant thereto, each party will comply with that Party's respective Conflict of Interest Code, with regard to any obligation on the part of the respective Party's obligation, if any, to disclose financial interests and to recuse from influencing any County decision which may affect the Party's financial interests.

**Section 22. SEVERABILITY.**

If any portion of this agreement or application thereof to any person or circumstance is declared invalid by a court of competent jurisdiction or if it is found in contravention of any federal or state statute or regulation or County ordinance, the remaining provisions of this agreement, or the application thereof, shall not be invalidated thereby and shall remain in full force and effect to the extent that the provisions of this agreement are severable.

**Section 23. CONFIDENTIALITY.**

- A. During the term of this agreement, both Parties may have access to information that is confidential or proprietary in nature. Both Parties agree to preserve the confidentiality of and to not disclose any such information to any third party without the express written consent of the other Party or as required by law. This provision shall survive the termination, expiration, or cancellation of this agreement.
- B. Each Party shall:
  - i. Secure and protect the Confidential Information using the same degree or greater level of care that it uses to protect such Party's own confidential information, but no less than a reasonable degree of care;
  - ii. Use the Confidential Information of the other Party solely to perform its obligations or exercise its rights under this agreement;
  - iii. Require their respective employees, agents, attorneys, and independent contractors who have a need to access such Confidential Information to be bound by confidentiality obligations sufficient to protect the Confidential Information; and
  - iv. Not transfer, display, convey or otherwise disclose or make available all or any part of such Confidential Information to any third party. Either Party may disclose the other Party's Confidential Information to the extent required by applicable law or regulation, including without limitation of any applicable Freedom of Information or sunshine law, including the California Public Records Act, lawful subpoena, or by order of a court or other governmental entity, in which case the disclosing Party shall notify the other Party as soon as practical prior to such disclosure and an opportunity to respond or object to the disclosure.

**Section 24. SCOPE AND OWNERSHIP OF WORK.**

- A. All research data, reports, and every other work product of any kind or character arising from or relating to this agreement shall become the property of the County and be delivered to the County upon completion of its authorized use pursuant to this agreement. County may use such work products for any purpose whatsoever. All works produced under this agreement shall be deemed works produced by a contractor for hire, and all copyright with respect thereto shall vest in the County without payment of royalty or any other additional compensation. Notwithstanding anything to the contrary contained in this agreement, Consultant shall retain all of Consultant's rights in Consultant's own proprietary information, including, without limitation, Consultant's methodologies and methods of analysis, ideas, concepts, expressions, know how, methods, techniques, skills, knowledge, and experience possessed by Consultant prior to, or acquired by Consultant during the performance of this agreement and Consultant shall not be restricted in any way with respect thereto.

- B. Notwithstanding Section 23.A. of this agreement, all data entered by Consultant into ServicePoint shall remain the property of the County. Upon termination of this agreement and request by Consultant, a copy of the data will be transferred to Consultant in a comma-delimited text file or other mutually agreed upon format.
- C. Consultant acknowledges that County does not own Wellsky Corporation, ServicePoint, or any of the Licensed Software. As such, and pursuant to County's October 31, 2018, agreement with Wellsky, all right, title, and interest in and to the Licensed Software, Sublicensed Software, Test Scripts, Documentation, Services, and Work Product at all times remain with Wellsky, subject to any license or sublicense granted under this agreement. All research data, reports, and every other County data work product of any kind or character arising from or relating to this agreement shall become the property of the County and be delivered to the County upon completion of its authorized use pursuant to this agreement. County may use such County data work products for any lawful purpose whatsoever.

#### **Section 25. USE OF COUNTY PROPERTY.**

Consultant shall not use County premises, property (including equipment, instruments, and supplies), or personnel for any purpose other than in the performance of Consultant's obligations under this agreement.

#### **Section 26. Counterparts/Electronic, Facsimile, And PDF Signatures**

This Subrecipient Agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each Party of this Agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act ("CUETA") Cal. Civ. Code §§ 1633.1 to 1633.17), for executing this agreement. The Parties further agree that the electronic signatures of the Parties included in this Agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among Parties in California, including a government agency. Digital signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the Parties. For purposes of this section, a digital signature is a type of "electronic signature" as defined in subdivision (i) of Section 1633.2 of the Civil Code. Facsimile signatures or signatures transmitted via pdf document shall be treated as originals for all purposes.

***SIGNATURE PAGE FOLLOWS***

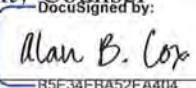
**IN WITNESS WHEREOF**, County and Consultant have executed this agreement on the dates set forth below. By their signatures below, each signatory represents that he/she has the authority to execute this agreement and to bind the Party on whose behalf his/her execution is made.

**COUNTY OF SHASTA**

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

Jaclyn Disney  
Director

Approved as to form:  
RUBIN E. CRUSE, JR  
County Counsel

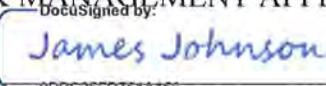
By:   
B5E34EB452EA404

Name: Alan B. Cox

Date: 06/04/2021 | 3:52:59 PM PDT

Title: Deputy County Counsel III, County of Shasta

**RISK MANAGEMENT APPROVAL**

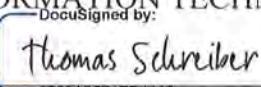
By:   
0DBC25FD751A456

Name: James Johnson

Date: 06/03/2021 | 4:33:38 PM PDT

Title: Risk Management Analyst III

**INFORMATION TECHNOLOGY APPROVAL**

By:   
0333A25FTFD440B

Name: Thomas Schreiber

Date: 06/03/2021 | 4:44:13 PM PDT

Title: Chief Information Officer

**CONSULTANT**

By: \_\_\_\_\_

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

Name: Tony Hobson

Title: Acting Public Health Director

Tax I.D.#: 94-6000528

Approved as to form:

  
Joshua Brechtel  
Deputy County Counsel I

6/10/2021

## NorCal CA-516 Inter-Agency HMIS Data Sharing Agreement

By signing this Inter-Agency Data Sharing Agreement, \_\_\_\_\_ shall be designated a “Participating Agency” in the NorCal CA-516 HMIS system. This Participating Agency agrees to share the demographic and programmatic data (when authorized to do so by the client) using the NorCal CA-516 Homeless Management Information System (HMIS). The Participating Agency’s client data shall be shared with all participating HMIS agencies that also have a signed Inter-Agency Data Sharing Agreement and an HMIS Personal Services Agreement on file with the HMIS Lead Agency (Shasta County). Each individual HMIS user must complete and comply with the HMIS User Agreement.

### **Authorized Uses of HMIS Data:**

- Coordinate housing services for families and individuals experiencing homelessness or facing a housing crisis across the NorCal Continuum of Care service area which includes the counties of Del Norte, Lassen, Modoc, Plumas, Shasta, Sierra, and Siskiyou.
- Understand the extent and nature of homelessness.
- Evaluate performance and progress toward NorCal Continuum of Care benchmarks.
- Improve the programs and services available to residents in the NorCal Continuum of Care service area experiencing homelessness or facing a housing crisis.
- Improve access to services for NorCal Continuum of Care homeless persons and at-risk populations.
- Reduce inefficiencies and duplication of services within our community.
- Ensure that services are targeted to those most in need, including “hard to serve” populations.
- Ensure that clients receive the amount and type of services that “best fits” their needs and preferences.
- Pursue additional resources for ending homelessness
- Advocate for policies and legislation that will support efforts to end homelessness in NorCal Continuum of Care service area.
- Coordinate the data required to complete the HUD required Point in Time (PIT) Count and Housing Inventory Count (HIC).

### **Participating Agency Requirements:**

Each Participating Agency agrees that it shall:

- Shall ensure with respect to any and all information, shall only use, share, distribute, disclose, release, or obtain information in accordance with the Nor Cal CoC HMIS Policies and Procedures. The Participating Agency will produce a client profile at intake that will be shared by collaborating agencies.
- The Participating Agency will produce anonymous, aggregate-level reports regarding use of services, identify unmet service needs and plan for the provision of new services, allocate resources among agencies engaged in the provision of new services and track individual program-level outcomes.
- The Participating Agency will not access identifying information for any individual who is (a) not a client of the Participating Agency or (b) who has not consented in writing to share, disclose, or release of that information. The Participating Agency may access its

- clients' identifying information on an as needed basis and request in writing access to statistical, non-identifying information on clients served by other Participating Agencies.
- The Participating Agency will not report on a client's whereabouts to outside entities that are not a part of this signed Inter-Agency Data Sharing Agreement (e.g., law enforcement, missing person inquiries, and governmental agencies), unless required by law, court order or other requirements, or if life threatening or emergency circumstances warrant.
- The Participating Agency will report only non-identifying information from HMIS in response to requests unless otherwise required by law.

**Client Protection:**

- Basic client profile data, which includes client demographics (name, birth date, social security number, gender, ethnicity, veteran status, language(s) spoken, photo, other identifying information, etc.) will be shared with the NorCal CoC Participating Agencies participating in HMIS provided that the client to whom the data pertains has in place a current, valid written consent, for the obtaining, disclosure, sharing, and release of that information and that the consent has not been withdrawn or revoked.
- The applicable Client Authorization form must be signed by the client in order for the Protected Identifying Information (PII) to be entered into HMIS. Non-identifying client information may be entered in the system for all clients regardless of whether they give their informed consent.
- In the event a client doesn't want to share their information with other agencies, it's the responsibility of the Participating Agency end-user to make client's program enrollment, services, file, etc., private in HMIS.
- Client's project level information (services, VI-SPDAT assessments, project placement history, forms, documents, and contact information) will only be shared among the agencies that have signed this agreement. At the time of informed consent, and at any point after, the client has the right to see a current list of HMIS Participating Agencies and also has the right to revoke consent.
- HMIS Participating Agency end-users will maintain HMIS data in such a way as to protect against revealing the identity of clients to unauthorized agencies, individuals, or entities (see the Client Informed Consent & Release of Information Authorization and the Notice of Privacy Practices in HMIS Policies and Procedures).
- Clients may NOT be denied services based on their choice to withhold their consent to share their information.

**Agreed to and signed by the following agency representative:**

Tony Hobson

Printed Name

Agency Name

---

Signature

---

Date

**MEMORANDUM OF UNDERSTANDING  
For Coordination of Services  
BETWEEN PLUMAS COUNTY DIVISION OF BEHAVIORAL HEALTH PLAN  
AND  
BLUE CROSS OF CALIFORNIA PARTNERSHIP PLAN, INC.**

This MEMORANDUM OF UNDERSTANDING ("MOU") is made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by and between the County of Plumas, a political subdivision of the State of California, on behalf of Plumas County Behavioral Health Services State contracted Mental Health Plan ("MHP") and Blue Cross of California Partnership Plan, Inc. ("ANTHEM") in order to implement certain provisions of Title 9 of the California Code of Regulations, Chapter 11 (Medi-Cal Specialty Mental Health Services). This MOU may be terminated by either party by giving at least ten (10) days written notice to the other party.

Written notices under this MOU will be to the following:

Plumas County Behavioral Health Services

---

---

Anthem Blue Cross  
One Wellpoint Way  
Thousand Oaks, CA 91362

ANTHEM is part of the Local Initiative Health Plan or the Commercial Health Plan for the County of Plumas (the "Service Area") and has contracted with the California Department of Health Care Services ("DHCS") to arrange and coordinate services for the provision of Medi-Cal managed care services to those Medi-Cal beneficiaries who are assigned to or enrolled with ANTHEM in the Service Area.

The MHP contracts with the California Department of Health Care Services to provide medically necessary specialty mental health services to the Medi-Cal beneficiaries of Plumas County. The MHP and the California Department of Health Care Services work collaboratively to ensure timely and effective access to Medi-Cal Mental Health Services.

The purpose of this MOU is to describe the responsibilities of the MHP and ANTHEM in the delivery of specialty mental health services to ANTHEM Members served by both parties as described in Exhibit A attached hereto and incorporated herein by reference. It is the intention of both parties to coordinate care between providers of physical and mental health care. All references in the MOU to "Members" are limited to the ANTHEM Members. There will be no exchange of funds between ANTHEM and the MHP.

Nothing contained herein shall add to or delete from the services required by each party under its agreement with the State of California. The MHP and ANTHEM agree to perform their required services under their respective agreements with the State of California, to the extent not inconsistent with laws and regulations.

The Department of Health Care Services may sanction a mental health plan pursuant to paragraph one (1) of subdivision (e) of Section 5775 for failure to comply with the requirements of Welfare & Institution Code, Section 5777.5.

County of Plumas  
On Behalf of Behavioral Health Services  
State Contracted Mental Health Plan  
("MHP")

Blue Cross of California  
Partnership Plan, Inc.  
("ANTHEM")

By \_\_\_\_\_

By \_\_\_\_\_  
Barsam Kasravi, Plan President

\_\_\_\_\_  
Date

\_\_\_\_\_  
Date

Approved as to form:



7/29/2021

Gretchen Stuhr  
Plumas County Counsel

MEMORANDUM OF UNDERSTANDING  
For Coordination of Services  
**BETWEEN PLUMAS COUNTY DIVISION OF BEHAVIORAL HEALTH PLAN ("MHP")**  
**AND**  
**BLUE CROSS OF CALIFORNIA PARTNERSHIP PLAN, INC. ("ANTHEM")**  
**EXHIBIT A**

**ANTHEM MHP MH MOU 2014**

<b>CATEGORY</b>	<b>MHP</b>	<b>ANTHEM</b>
<b>1. Basic Requirements</b>	<p>1. MHP agrees to address policies and procedures with the ANTHEM that cover:</p> <ul style="list-style-type: none"> <li>-management of the members care, including but not limited to the following:</li> <li>-screening assessment and referrals</li> <li>- medical necessity determination</li> <li>-care coordination and</li> <li>-exchange of medical information.</li> </ul>	<p>2. ANTHEM agrees to address policies and procedures with the MHP that cover:</p> <ul style="list-style-type: none"> <li>-management of the members care, including but not limited to the following:</li> <li>-screening assessment and referrals</li> <li>- medical necessity determination</li> <li>-care coordination and</li> <li>-exchange of medical information.</li> </ul>
<b>2. Mental Health Covered Services</b>	<p>1. MHP is responsible for providing ANTHEM members with outpatient mental health benefits for members with significant impairment in functions that meet the medical necessity criteria. See Attachment 1: Mental Health Services Description Chart for Medi-Cal Managed Care Members.</p> <p>2. Conditions that the Diagnostic and Statistical Manual ("DSM") identifies as relational problems (e.g. couples counseling, family counseling for relational problems) are not covered as part of the new benefit by the MHP or by ANTHEM.</p> <p>3. All services must be provided in a culturally and linguistically appropriate manner.</p>	<p>1. ANTHEM is obligated to cover and pay for mental health assessments of ANTHEM's members with potential mental health disorders rendered by ANTHEM's network providers for services that are Plan responsibility. This new requirement is in addition to the existing requirement that PCPs offer mental health services within their scope of practice.</p> <p>2. ANTHEM is responsible for providing members with outpatient mental health benefits for members with mild to moderate impairment of mental, emotional, or behavioral functioning resulting from any mental health condition defined by the current Diagnostic and Statistical Manual ("DSM") that is also covered according to State regulations.</p> <p>3. ANTHEM will be responsible for providing these services when medically necessary and provided by PCPs or licensed mental health professionals in ANTHEM's provider network within the scope of their practice. See Attachment 1: Mental Health Services Description Chart for Medi-Cal Managed Care Members.</p> <p>4. Conditions that the DSM identifies as relational problems (e.g. couples counseling, family counseling for relational problems) are not covered as part of the new benefit by ANTHEM nor by the MHP.</p> <p>5. All services must be provided in a culturally and linguistically appropriate manner.</p>

3. Oversight Responsibilities	<ol style="list-style-type: none"> <li>1. MHP's Administrative Staff is the Liaison that will be responsible for notifying its network providers and relevant staff of their roles and responsibilities in the management of this MOU.</li> <li>2. MHP will have staff participate on an oversight team comprised of representatives from both ANTHEM and the MHP who will be responsible for program oversight, quality improvement, problem and dispute resolution, and ongoing management of this MOU.</li> <li>3. MHP will also have staff participate on a multidisciplinary clinical team oversight process for clinical operations: screening, assessment, referrals, care management, care coordination, and exchange of medical information. The MHP and ANTHEM may determine the composition of the multidisciplinary teams.</li> <li>4. The MHP and ANTHEM oversight teams and multidisciplinary teams may be the same teams.</li> <li>5. MHP Liaison will provide ANTHEM with an updated list of approved MHP providers, specialists and mental health care centers in the county. This information is also available on the MHP's managed care website.</li> </ol>	<ol style="list-style-type: none"> <li>1. ANTHEM has direct contracts with its licensed mental health professionals ("LMHP") network and will be responsible for notifying their LMHPs and relevant staff of their roles and responsibilities.</li> <li>2. ANTHEM has a Public Programs Administrator/liaison that will participate on an oversight team comprised of representatives from both MHP and ANTHEM who will be responsible for program oversight, quality improvement, problem and dispute resolution as well as management of the of this MOU.</li> <li>3. ANTHEM will also have staff participate on a multidisciplinary clinical team oversight process for clinical operations: screening, assessment, referrals, care management, care coordination, and exchange of medical information. ANTHEM and MHP may determine the composition of the multidisciplinary teams.</li> <li>4. ANTHEM and the MHP oversight teams and multidisciplinary teams may be the same teams.</li> <li>5. ANTHEM Liaison will provide MHP with an updated list of its LMHPs and specialists.</li> </ol>
-------------------------------	---	---

4. Screening, Assessment and Referral	<ol style="list-style-type: none"> <li>1. MHP accepts referrals from ANTHEM Staff, providers and members' self-referrals for determination of medical necessity for specialty mental health services. Medical necessity for specialty mental health services is defined at Title 9, CCR, Sections 1820.205*, 1830.205* and 1830.210*.</li> <li>2. If it is determined by ANTHEM's LMHP that the member may meet specialty mental health services medical necessity criteria, the ANTHEM LMHP refers the member to the MHP for further assessment and treatment.</li> <li>3. MHP providers will refer ANTHEM members to their identified PCP for medical and non-specialty mental health conditions that would be responsive to appropriate physical health care.</li> </ol>	<ol style="list-style-type: none"> <li>1. ANTHEM is responsible for the screening, assessment and referrals, including agreed upon screening and assessment tools for use in determining if ANTHEM or the MHP will provide mental health services.</li> <li>2. ANTHEM accepts referrals from MHP staff, providers, and members' self-referral for assessment, makes a determination of medical necessity for outpatient services, and provides referrals within ANTHEM's LMHP network. Medical necessity means reasonable and necessary services to protect life, to prevent significant illness or significant disability, or to alleviate severe pain through the diagnosis or treatment of disease, illness, or injury. When determining the medical necessity of covered services for a Medi-Cal beneficiary under the age of 21, "medical necessity" is expanded to include the standards set forth in Title 22 CCR Sections 51340* and 51340.1*.</li> <li>3. ANTHEM PCP's will refer ANTHEM members to an ANTHEM LMHP for: <ol style="list-style-type: none"> <li>i. An assessment to confirm or arrive at a diagnosis and treatment (except in emergency situations or in cases when the beneficiary clearly has a significant impairment that the member can be referred directly to the MHP).</li> <li>ii. If it is determined by the ANTHEM LNHP that the member may meet the Specialty Mental Health Services ("SMHS") medical necessity criteria, the ANTHEM LMHP refers the member to the MHP for further assessment and treatment. When an ANTHEM member's condition improves under SMHS and the ANTHEM LMHP and MHP coordinate care, the ANTHEM member may return to the ANTHEM LMHP.</li> </ol> </li> <li>4. Primary care mental health treatment includes: <ol style="list-style-type: none"> <li>a. Basic education, assessment, counseling and referral and linkage to other services for all ANTHEM members.</li> <li>b. Medication and treatment for <ol style="list-style-type: none"> <li>i. Mental health conditions that would be responsive to physical healthcare-based treatment</li> <li>ii. Mental health disorders due to a general medical condition</li> <li>iii. Medication-induced reactions from medications prescribed by physical health care providers.</li> </ol> </li> </ol> </li> </ol>
---------------------------------------	---	---

**ANTHEM MHP MH MOU 2014**

5. Care Coordination	<p>1. When medical necessity criteria are met and services are approved by the MHP, the MHP and contracted providers will provide hospital based specialty mental health ancillary services, which include, but are not limited to Electroconvulsive therapy ("ECT") and magnetic resonance imaging ("MRI") that are received by an ANTHEM member admitted to a psychiatric inpatient hospital other than routine services. Per Title 9, CCR, Article 3, Section 1810.350*.</p>	<p>1. ANTHEM must cover and pay for medically necessary laboratory, radiological, and radioisotope services described in Title 22, CCR, Section 51311*. ANTHEM will cover related services for Electroconvulsive Therapy ("ECT") such as anesthesiologist services provided on an outpatient basis. Per MMCD Policy Letter No. 00-01 REV.</p> <p>2. ANTHEM will cover and pay for all medically necessary professional services to meet the physical health care needs of the members who are admitted to the psychiatric ward of a general acute care hospital or to a freestanding licensed psychiatric inpatient hospital or Psychiatric Health Facility ("PHF"). These services include the initial health history and physical assessment required within twenty-four (24) hours of admission and any medically necessary physical medicine consultation. Per MMCD Policy Letter No. 00-01 REV.</p> <p>3. ANTHEM is not required to cover room and board charges or mental health services associated with an ANTHEM member's admission to a hospital or inpatient psychiatric facility for psychiatric inpatient services. Per MMCD Policy Letter No. 00-01 REV.</p>
5.a. Laboratory, Radiological and Radioisotope Services	<p>1. For any member needing laboratory, radiological, or radioisotope services when necessary for the diagnosis, treatment or monitoring of a mental health condition MHP will utilize the list of ANTHEM contract providers.</p>	<p>1. ANTHEM will cover and pay for medically necessary laboratory, radiological and radioisotope services when ordered by the MHP for the diagnosis, treatment or monitoring of a mental health condition (and side effects resulting from medications prescribed to treat the mental health diagnosis) as described in Title 22, CCR Section 51311* and MMCD Policy Letter No. 00-01 REV.</p> <p>2. ANTHEM will coordinate and assist the MHP in the delivery of laboratory radiological or radioisotope services.</p> <p>3. A list of ANTHEM contracted providers is available online.</p> <p>4. ANTHEM will provide the process for obtaining timely authorization and delivery of prescribed drugs and laboratory services.</p>
5.b. Home Health Agency Services	<p>1. MHP shall cover and pay for medication support services, case management, crisis intervention services, or any other specialty mental health services as provided under Section 1810.247*, which are prescribed by a psychiatrist and are provided to an ANTHEM member who is homebound. MHP will collaborate with ANTHEM on any specialty mental health services being provided to an ANTHEM member.</p>	<p>1. ANTHEM will cover and pay for prior authorized home health agency services as described in Title 22, CCR, Section 51337* prescribed by an ANTHEM provider when medically necessary to meet the needs of homebound ANTHEM members. ANTHEM is not obligated to provide home health agency services that would not otherwise be authorized by the Medi-Cal program.</p> <p>2. ANTHEM will refer members who may be at risk of institutional placement to the Home and Community Based services ("HCBS") Waiver Program if appropriate.</p>

5.c. Pharmaceutical Services and Prescribed Drugs	<ol style="list-style-type: none"> <li>1. The MHP list of contracted network providers is available on line.</li> <li>2. MHP providers will prescribe and monitor the effects and side effects of psychotropic medications for ANTHEM members under their treatment.</li> <li>3. MHP will coordinate with ANTHEM representatives to ensure that psychotropic drugs prescribed by MHP providers are included in the ANTHEM formulary and/or available for dispensing by ANTHEM network pharmacies unless otherwise stipulated by state regulation.</li> <li>4. MHP will inform MHP providers regarding process and procedure for obtaining prescribed medications for ANTHEM members.</li> <li>5. MHP providers will utilize ANTHEM contracted laboratories for laboratory tests needed in connection with administration and management of psychotropic medications.</li> <li>6. MHP will assist ANTHEM in the utilization review of psychotropic drugs prescribed by out-of-network psychiatrists.</li> <li>7. MHP will share with ANTHEM a list of non-psychiatrist MHP providers contracted to provide mental health services in areas where access to psychiatrists is limited on a quarterly basis.</li> </ol>	<ol style="list-style-type: none"> <li>1. ANTHEM will: <ol style="list-style-type: none"> <li>a. Allow MHP credentialed providers access to pharmacy and laboratory services as specialty providers.</li> <li>b. A list of participating pharmacies, laboratories, drug formulary, and authorization of procedures are available on line.</li> <li>c. Consider recommendations from MHP for utilization management standards for mental health pharmacy and laboratory services.</li> <li>d. Provide the process for obtaining timely authorization and delivery of prescribed drugs and laboratory services to the MHP.</li> </ol> </li> <li>2. ANTHEM will coordinate with MHP to ensure that covered psychotropic drugs prescribed by MHP providers are available through the authorization process or formulary for dispensing by ANTHEM network pharmacies unless otherwise stipulated by state regulation. (See the Medi-Cal provider manual for Drugs Excluded from ANTHEM Coverage <a href="http://files.medi-cal.ca.gov/pubsdocs/manuals_menu.asp">http://files.medi-cal.ca.gov/pubsdocs/manuals_menu.asp</a> ). ANTHEM will apply utilization review procedures when prescriptions are written by out-of-network psychiatrists for the treatment of psychiatric conditions. <ol style="list-style-type: none"> <li>a. Covered psychotropic drugs written by out-of-network psychiatrists will be filled by ANTHEM network pharmacies.</li> <li>b. ANTHEM will provide members with the same drug accessibility written by out-of-network psychiatrists as in-network providers.</li> <li>c. ANTHEM will not cover and pay for mental health drugs written by out-of-network physicians who are not psychiatrists unless these prescriptions are written by non-psychiatrists contracted by the MHP to provide mental health services in areas where access to psychiatrists is limited. Per MMCD Policy Letter No. 00-01 REV.</li> </ol> </li> <li>3. ANTHEM PCPs will monitor the effects and side effects of psychotropic medications prescribed for those members whose psychiatric conditions are under their treatment.</li> <li>4. Reimbursement to pharmacies for new psychotropic drugs classified as antipsychotics and approved by the FDA will be made through the MHP whether these drugs are provided by a pharmacy contracting with ANTHEM or by an MHP pharmacy. Per MMCD Policy Letter No. 00-01 REV.</li> </ol>
---	---	--

**ANTHEM MHP MH MOU 2014**

5.d. Service Authorizations	<ol style="list-style-type: none"> <li>1. For any member needing prescribed drugs and laboratory services when necessary for the treatment or monitoring of a mental health condition, MHP will utilize the list of ANTHEM contracted providers found on their website.</li> <li>2. MHP will authorize treatment services by MHP providers who are credentialed and contracted with MHP for services that meet SMHS medical necessity criteria.</li> </ol>	<ol style="list-style-type: none"> <li>1. ANTHEM will authorize medical assessment and/or treatment services by ANTHEM LMHPs who are credentialed and contracted with ANTHEM for covered medically necessary services.</li> <li>2. ANTHEM will inform PCPs that they may refer members to the MHP for specialty mental health services.</li> <li>3. ANTHEM contracted providers can be found on the website.</li> </ol>
5.e. Nursing and Residential Facility Services	<ol style="list-style-type: none"> <li>1. MHP will arrange and coordinate payment for nursing facility services, i.e., augmented Board and Care ("ABC"), Skilled Nursing Facility ("SNF"), Institution for Mental Disease ("IMD"), etc., for members who meet medical necessity criteria and who require a special treatment program [Title 22, California Code of Regulations (CCR), Section 51335(k)*].</li> <li>2. MHP's provide medically necessary specialty mental health services, typically visits by psychiatrists and psychologists.</li> </ol>	<ol style="list-style-type: none"> <li>1. ANTHEM will arrange and pay for nursing facility services for ANTHEM members who meet the medical necessity criteria per Title 22, CCR, Section 51335*.</li> <li>2. ANTHEM will arrange for disenrollment from managed care if the member needs nursing services for a longer period of time.</li> <li>3. ANTHEM will pay for all medically necessary DHCS contractually required Medi-Cal covered services until the disenrollment is effective.</li> </ol>
5.f. Developmentally Disabled Services	<ol style="list-style-type: none"> <li>1. MHP will refer members with developmental disabilities to the Local Regional Center for non-medical services such as respite, out-of-home placement, supportive living, etc., if such services are needed.</li> <li>2. MHP has a current list of names, addresses and telephone numbers of local providers, provider organizations, and agencies that is available to an ANTHEM member when that member has been determined to be ineligible for MHP covered services because the member's diagnosis is not included in CCR, Title 9 1830.205(b)(1)*.</li> </ol>	<ol style="list-style-type: none"> <li>1. ANTHEM and ANTHEM providers will refer members with developmental disabilities to the local Regional Center for non-medical services such as respite, out-of-home placement supportive living, etc., if such services are needed.</li> <li>2. ANTHEM will maintain a current MOU with the Regional Center.</li> </ol>

6. Exchange of Protected Health Information	<ol style="list-style-type: none"> <li>1. MHP will comply with all applicable laws pertaining to use and disclosure of PHI including but not limited to:           <ul style="list-style-type: none"> <li>• HIPAA / 45 C.F.R. Parts 160 and 164</li> <li>• LPS / W &amp; I Code Sections 5328-5328.15</li> <li>• 45 C.F.R. Part 2</li> <li>• HITECH Act (42. U.S.C. Section 17921 et. seq.</li> <li>• CMIA (Ca Civil Code 56 through 56.37)</li> <li>• Title 9, CCR, Section 1810.370(a)(3)*.</li> </ul> </li> <li>2. MHP will train all members of its workforce on policies and procedures regarding Protected Health Information ("PHI") as necessary and appropriate for them to carry out their functions within the covered entity.</li> <li>3. Only encrypted PHI as specified in the HIPAA Security Rule will be disclosed via email. Unsecured PHI will not be disclosed via email.</li> <li>4. MHP will notify the State of verified breaches (as defined by the HITECH Act as posing a significant risk of financial, reputational or other harm to the client) and corrective actions planned or taken to mitigate the harm involving members within the required timelines.</li> </ol>	<ol style="list-style-type: none"> <li>1. ANTHEM will comply with applicable portions of           <ul style="list-style-type: none"> <li>• HIPAA / 45 C.F.R. Parts 160 and 164</li> <li>• LPS / W &amp; I Code Sections 5328-5328.15</li> <li>• 45 C.F.R. Part 2</li> <li>• HITECH Act (42. U.S.C. Section 17921 et. seq.</li> <li>• CMIA (Ca Civil Code 56 through 56.37).</li> </ul> </li> <li>2. MHP will train all members of its workforce on policies and procedures regarding Protected Health Information ("PHI") as necessary and appropriate for them to carry out their functions within the covered entity.</li> <li>3. ANTHEM will encrypt any data transmitted via email containing confidential data of ANTHEM members such as PHI and Personal Confidential Information ("PCI") or other confidential data to ANTHEM or anyone else including state agencies.</li> <li>4. ANTHEM will notify the State within their contractual guidelines of any suspected or actual breach of security, intrusion or unauthorized use or disclosure of PHI and/or any actual or suspected use or disclosure of data in violation of any applicable Federal and State laws or regulations.</li> </ol>
---	---	---

<p>7. Reporting and Quality Improvement Requirements</p>	<ol style="list-style-type: none"> <li>1. MHP in conjunction with ANTHEM will hold regular meetings to review the referral and care coordination process and to monitor member engagement and utilization.</li> <li>2. No less than semi-annually, MHP and ANTHEM will review the referral and care coordination process to improve quality of care; and at least semi-annual reports summarizing quality findings, as determined in collaboration with DHCS. Reports summarizing findings of the review must address the systemic strengths and barriers to effective collaboration between MHP and ANTHEM.</li> <li>3. MHP and ANTHEM will develop reports that track cross-system referrals, beneficiary engagement, and service utilization to be determined in collaboration with DHCS, including, but not limited to, the number of disputes between MHP and ANTHEM, the dispositions/outcomes of those disputes, the number of grievances related to referrals and network access and dispositions/outcomes of those grievances. Reports shall also address utilization of mental health services by members receiving such services from MHP and ANTHEM, as well as quality strategies to address duplication of services.</li> <li>4. Performance measures and quality improvement initiatives to be determined in collaboration with DHCS.</li> </ol>	<ol style="list-style-type: none"> <li>1. ANTHEM in conjunction with MHP will hold regular meetings to review the referral and care coordination process and to monitor member engagement and utilization.</li> <li>2. No less than semi-annually, ANTHEM and MHP will review the referral and care coordination process to improve quality of care; and at least semi-annual reports summarizing quality findings, as determined in collaboration with DHCS. Reports summarizing findings of the review must address the systemic strengths and barriers to effective collaboration between ANTHEM and the MHP.</li> <li>3. ANTHEM and the MHP will develop reports that track cross-system referrals, beneficiary engagement, and service utilization to be determined in collaboration with DHCS, including, but not limited to, the number of disputes between ANTHEM and the MHP, the dispositions/outcomes of those disputes, the number of grievances related to referrals and network access and dispositions/outcomes of those grievances. Reports shall also address utilization of mental health services by members receiving such services from ANTHEM and the MHP, as well as quality strategies to address duplication of services.</li> <li>4. Performance measures and quality improvement initiatives to be determined in collaboration with DHCS.</li> </ol>
--	---	---

8. Dispute Resolution	<ol style="list-style-type: none"> <li>1. MHP Liaison will participate in an annual review, update and/or renegotiations with ANTHEM on this agreement as is mutually agreed.</li> <li>2. When the MHP has a dispute with ANTHEM that cannot be resolved to the satisfaction of the MHP concerning the obligations of the MHP or ANTHEM under their respective contracts with the DHCS, State Medi-Cal laws and regulations, or with this MOU as described in Section 1810.370*, the MHP may submit a request for resolution to the Department.</li> <li>3. Either the MHP or ANTHEM shall submit a request for resolution to either Departments within fifteen (15) calendar days of the completion of the dispute resolution process between the parties. The request for resolution shall contain the following information:           <ol style="list-style-type: none"> <li>(a) A summary of the issue and a statement of the desired remedy, including any disputed services that have been or are expected to be delivered to the beneficiary and the expected rate of payment for each type of service.</li> <li>(b) History of attempts to resolve the issue.</li> <li>(c) Justification for the desired remedy.</li> <li>(d) Documentation regarding the issue.</li> <li>(e) Upon receipt of a request for resolution, the department receiving the request will notify the department and the other party within seven calendar days. The notice to the other party shall include a copy of the request and will ask for a statement of the party's position on the dispute, any relevant documentation supporting position, and any dispute of the rate of payment for services included by the other party in its request.</li> <li>(f) The other party shall submit the requested documentation within twenty-one (21) calendar days from notification of the party from whom documentation is being requested by</li> </ol> </li> </ol>	<ol style="list-style-type: none"> <li>1. ANTHEM Liaison will conduct an annual review, update and/or renegotiations of this agreement with the MHP, as is mutually agreed.</li> <li>2. When ANTHEM has a dispute with the MHP that cannot be resolved to the satisfaction of ANTHEM concerning the obligations of the MHP or ANTHEM under their respective contracts with the DHCS, State Medi-Cal laws and regulations, or with this MOU as described in Section 1810.370*, ANTHEM may submit a request for resolution to the Department.</li> <li>3. Either the MHP or ANTHEM shall submit a request for resolution to either Departments within fifteen (15) calendar days of the completion of the dispute resolution process between the parties. The request for resolution shall contain the following information:           <ol style="list-style-type: none"> <li>(a) A summary of the issue and a statement of the desired remedy, including any disputed services that have been or are expected to be delivered to the beneficiary and the expected rate of payment for each type of service.</li> <li>(b) History of attempts to resolve the issue.</li> <li>(c) Justification for the desired remedy.</li> <li>(d) Documentation regarding the issue.</li> <li>(e) Upon receipt of a request for resolution, the department receiving the request will notify the other department and the other party within seven (7) calendar days. The notice to the other party shall include a copy of the request and will ask for a statement of the party's position on the dispute, any relevant documentation supporting its position, and any dispute of the rate of payment for services included by the other party in its request.</li> <li>(f) The other party shall submit the requested documentation within twenty-one (21) calendar days from notification of the party from whom documentation is being requested by the party that received the initial request for resolution or the departments shall decide the dispute based solely on the documentation filed by the initiating party.</li> </ol> </li> </ol>
-----------------------	--	--

	<p>the party that received the initial request for resolution or the departments shall decide the dispute based solely on the documentation filed by the initiating party.</p>	
8.a. Departments' Responsibility for Review of Disputes	<ol style="list-style-type: none"> <li>1. The two departments shall each designate at least one and no more than two individuals to review the dispute and make a joint recommendation to directors of the departments or their designees.</li> <li>2. The recommendation shall be based on a review of the submitted documentation in relation to the statutory, regulatory and contractual obligations of the MHP and ANTHEM.</li> <li>3. The individuals reviewing the dispute may, at their discretion, allow representatives of both the MHP and ANTHEM an opportunity to present oral argument.</li> </ol>	<ol style="list-style-type: none"> <li>1. The two departments shall each designate at least one and no more than two individuals to review the dispute and make a joint recommendation to directors of the departments or their designees.</li> <li>2. The recommendation shall be based on a review of the submitted documentation in relation to the statutory, regulatory and contractual obligations of the MHP and ANTHEM.</li> <li>3. The individuals reviewing the dispute may, at their discretion, allow representatives of both the MHP and ANTHEM an opportunity to present oral argument.</li> </ol>
8.b. Provision of Medically Necessary Services Pending Resolution of Dispute	<ol style="list-style-type: none"> <li>1. A dispute between an MHP and ANTHEM shall not delay medically necessary specialty mental health services, physical health care services, or related prescription drugs and laboratory, radiological, or radioisotope services to beneficiaries. Until the dispute is resolved, the following shall apply:           <ol style="list-style-type: none"> <li>(a) The parties may agree to an arrangement satisfactory to both parties regarding how the services under dispute will be provided; or</li> <li>(b) When the dispute concerns the MHP's contention that ANTHEM is required to deliver physical health care based treatment of a mental illness, or to deliver prescription drugs or laboratory, radiological, or radioisotope services required to diagnose or treat the mental illness, the MHP shall be responsible for providing or arranging and paying for those services to the beneficiary until the dispute is resolved.</li> </ol> </li> </ol>	<ol style="list-style-type: none"> <li>1. A dispute between an MHP and ANTHEM shall not delay medically necessary specialty mental health services, physical health care services, or related prescription drugs and laboratory, radiological, or radioisotope services to beneficiaries. Until the dispute is resolved, the following shall apply:           <ol style="list-style-type: none"> <li>(a) The parties may agree to an arrangement satisfactory to both parties regarding how the services under dispute will be provided; or</li> <li>(b) When the dispute concerns ANTHEM's contention that the MHP is required to deliver specialty mental health services to a beneficiary either because the beneficiary's condition would not be responsive to physical health care based treatment or because the MHP has incorrectly determined the beneficiary's diagnosis to be a diagnosis not covered by the MHP, ANTHEM shall manage the care of the beneficiary under the terms of its contract with the State until the dispute is resolved. The MHP shall identify and provide ANTHEM with the name and telephone number of a psychiatrist or other qualified licensed mental health professional available to provide clinical consultation, including consultation on medications to the ANTHEM provider responsible for the beneficiary's care.</li> </ol> </li> </ol>

9. Emergency and After-Hours	<ol style="list-style-type: none"> <li>1. MHP will have a toll free twenty-four (24) hours a day, seven (7) days a week line available to assist members and providers after hours as well as to coordinate urgent and emergent services with Emergency Room personnel during a crisis.</li> <li>2. MHP shall cover and pay for the professional services of a mental health specialist provided in an emergency room to an ANTHEM member whose condition meets MHP medical necessity criteria or when mental health specialist services are required to assess whether MHP medical necessity is met. Per MMCD Policy Letter No. 00-01 REV.</li> <li>3. The MHP is responsible for the facility charges resulting from the emergency services and care of an ANTHEM member whose condition meets MHP medical necessity criteria when such services and care do result in the admission for the member for psychiatric inpatient hospital services at the same facility. The facility charge is not paid separately, but is included in the per diem rate for the inpatient stay. Per MMCD Policy Letter No. 00-01 REV.</li> <li>4. The MHP is responsible for facility charges directly related to the professional services of a mental health specialist provided in the emergency room when these services do not result in an admission of the member for psychiatric inpatient hospital services at that facility or any other facility. Per MMCD Policy Letter No 00-01 REV.</li> </ol>	<ol style="list-style-type: none"> <li>1. All ANTHEM members have access to quality, comprehensive behavioral health care first response services twenty-four (24) hours a day, seven (7) days a week by ANTHEM providers. ANTHEM's network LMHPs have agreed to provide availability for emergency services twenty four (24) hours a day, seven (7) days a week and to arrange for coverage by another provider, in the event of provider's illness, vacation or other absence from his or her practice.</li> </ol> <p>As part of the coverage, LMHPs will coordinate urgent and emergent services with the County Mental Health Program or emergency room personnel during a crisis.</p> <p>In general, the LMHP must be available to ANTHEM members twenty-four (24) hours a day, seven (7) days a week by telephone or have an arrangement with an on-call provider to cover when s/he is not available.</p> <ol style="list-style-type: none"> <li>2. ANTHEM shall cover and pay for all professional services, except the professional services of a mental health specialist when required for the emergency services and care of a member whose condition meets MHP medical necessity criteria.</li> <li>3. ANTHEM shall cover and pay for the facility charges resulting from the emergency services and care of an ANTHEM member whose condition meets MHP medical necessity criteria when such services and care do not result in the admission of the member for psychiatric inpatient hospital services or when such services result in an admission of the member for psychiatric inpatient hospital services at a different facility.</li> <li>4. ANTHEM shall cover and pay for the facility charges and the medical professional services required for the emergency services and care of an ANTHEM member with an excluded diagnosis or an ANTHEM member whose condition does not meet MHP medical necessity criteria and such services and care do not result in the admission of the member for psychiatric inpatient hospital services.</li> <li>5. Payment for the professional services of a mental health specialist required for the emergency services and care of an ANTHEM member with an excluded diagnosis is the responsibility of ANTHEM.</li> </ol>
10. Member and Provider Education	MHP and ANTHEM, will coordinate and determine the training requirements for member and provider access to MHP and ANTHEM covered mental health services.	ANTHEM and the MHP, if necessary, will coordinate and determine the training requirements for member and provider access to MHP and ANTHEM covered mental health services.

11. Grievances and Appeals	<ol style="list-style-type: none"> <li>1. MHP will share with ANTHEM the established process for members and providers to register grievances/complaints regarding any aspect of the mental health care services.</li> <li>2. MHP will ensure that the ANTHEM members and providers are given an opportunity for reconsideration and appeal for denied, modified or delayed services.</li> <li>3. MHP will ensure that the ANTHEM members receive specialty mental health services and prescription drugs while the dispute is being resolved.</li> </ol>	<ol style="list-style-type: none"> <li>1. ANTHEM has in place a written process for the submittal, processing and resolution of all member and provider grievances and complaints which is inclusive of any aspect of the health care services or provision of services.</li> <li>2. ANTHEM liaison will coordinate and share the established complaint and grievance process for its ANTHEM MHP members with the MHP.</li> <li>3. ANTHEM will ensure that members and providers are given an opportunity for reconsideration and an appeal for denied, modified or delayed services.</li> <li>4. ANTHEM will ensure that medically necessary services continue to be provided to members while the dispute is being resolved.</li> </ol>
----------------------------	---	---

12. Emergency and Non-Emergency Medical Transportation	<p>1. Medical transportation services as described in Title 22, Section 51323 are not the responsibility of the MHP except when the purpose of the medical transportation service is to transport a beneficiary from a psychiatric inpatient hospital to another psychiatric inpatient hospital or another type of twenty-four (24) hour care facility because the services in the facility to which the beneficiary is being transported will result in lower costs to the MHP.</p>	<p>1. ANTHEM will arrange and pay for transportation of members needing medical transportation from:</p> <ol style="list-style-type: none"> <li>The emergency room for medical evaluation.</li> <li>A psychiatric inpatient hospital to a medical inpatient hospital required to address the member's change in medical condition.</li> <li>A medical inpatient hospital to a psychiatric inpatient hospital required to address the member's change in psychiatric condition.</li> </ol> <p>2. ANTHEM will cover and pay for all medically necessary emergency transportation (per CCR Title 22, 51323*). Ambulance services are covered when the member's medical condition contraindicates the use of other forms of medical transportation.</p> <p>3. Emergency medical transportation is covered, without prior authorization, to the nearest facility capable of meeting the medical needs of the patient as per CCR Title 22, 51323*.</p> <p>4. Ambulance, litter van and wheelchair van medical transportation services are covered when the beneficiary's medical and physical condition is such that transport by ordinary means of public or private conveyance is medically contraindicated, and transportation is required for the purpose of obtaining needed medical care. Ambulance services are covered when the patient's medical condition contraindicates the use of other forms of medical transportation</p> <p>5. ANTHEM will cover all nonemergency medical transportation, necessary to obtain program covered services</p> <ol style="list-style-type: none"> <li>When the service needed is of such an urgent nature that written authorization could not have been reasonably submitted beforehand, the medical transportation provider may request prior authorization by telephone. Such telephone authorization shall be valid only if confirmed by a written request for authorization.</li> <li>Transportation shall be authorized only to the nearest facility capable of meeting the patient's medical needs.</li> </ol> <p>6. ANTHEM will cover and pay for medically necessary non-emergency medical transportation services when prescribed for an ANTHEM member by the MHP when authorization is obtained.</p> <p>7. ANTHEM will maintain a policy of non-discrimination regarding members with mental disorders who require access to any other transportation services provided by ANTHEM.</p>
--	--	---

13. Consultation	<ol style="list-style-type: none"> <li>1. MHP encourages the use of the consultation by MHP providers with ANTHEM PCP providers around specialty mental health issues including consultation around medication issues, in accordance with HIPAA federal and state regulations regarding confidentiality. Per HIPPA Privacy Rule 45 C.F.R. Part 164.</li> <li>2. For those ANTHEM members who are excluded from MHP services, MHP will provide clinical consultation and training to the ANTHEM PCPs, other Licensed Mental Health Professionals and/or ANTHEM staff on the following topics: <ol style="list-style-type: none"> <li>a. Recommended physical healthcare-based treatment for diagnosed conditions.</li> <li>b. Complex diagnostic assessment of mental disorders (e.g., multiple co-occurring diagnosis, atypical symptom patterns).</li> <li>c. Treatment of stabilized but serious and debilitating mental disorders.</li> <li>d. Complex psychotropic medications practices (medication interactions, polypharmacy, use of novel psychotropic medication).</li> <li>e. Treatment of complicated sub-syndrome psychiatric symptoms.</li> <li>f. Treatment of psychiatric symptoms precipitated by medications used to treat medical conditions.</li> <li>g. Treatment of outpatient mental health services that are within the ANTHEM PCP's scope of practice.</li> </ol> </li> </ol>	<ol style="list-style-type: none"> <li>1. PCP providers will be available to consult with MHP and MHP providers about ANTHEM members that they both treat, in accordance with HIPAA federal and state regulations regarding confidentiality. Per HIPPA Privacy Rule 45 C.F.R. Part 164.</li> <li>2. For those ANTHEM members who meet MHP medical necessity criteria and whose psychiatric symptoms will be treated by an MHP provider, ANTHEM and/or PCP will provide consultation to MHP providers and/or MHP staff on the following topics: <ol style="list-style-type: none"> <li>a. Acquiring access to covered ANTHEM medical services.</li> <li>b. Treatment of physical symptoms precipitated by medications used to treat mental disorders.</li> <li>c. Treatment of complicated sub-syndrome medical symptoms.</li> <li>d. Complex medication interactions with medications prescribed by PCP not commonly used in psychiatric specialty practice.</li> </ol> </li> </ol>
------------------	---	---

### **Services Agreement**

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

The parties agree as follows:

1. **Scope of Work.** Contractor shall provide the County with services as set forth in Exhibit A, attached hereto.
2. **Compensation.** County shall pay Contractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit B, attached hereto. 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.
  - 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:

Melody King, Chief Executive Officer  
Environmental Alternatives  
350 Main Street/P.O. Box 3940  
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:**

Environmental Alternatives, a California Corporation

By: \_\_\_\_\_

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

By: \_\_\_\_\_

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

**COUNTY:**

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

Name: Jeff Engel

Title: Chair, Board of Supervisors  
Date signed: \_\_\_\_\_

**APPROVED AS TO CONTENT:**

By: \_\_\_\_\_

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

Attest:

Name: Heidi Putnam  
Title: Board Clerk  
Date signed: \_\_\_\_\_

Approved as to form:



7/29/2021

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 ENVIRONMENTAL ALTERNATIVES 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 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: Melody King  
Title: Chief Executive Officer  
Address: 455 W. Main Street  
Quincy, California, 95971  
Signed: \_\_\_\_\_  
Date: \_\_\_\_\_

## **EXHIBIT A - SCOPE OF WORK**

### **Environmental Alternatives Family Services – Aftercare Therapeutic Services**

Contractor will provide services in accordance with the following provisions.

#### **I. SERVICE LOCATIONS:**

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

- a. **Environmental Alternatives**  
350 Main Street  
Quincy CA 95971

#### **II. PURPOSE:**

Provide Specialty Mental Health Services (SMHS) aftercare services to Medi-Cal beneficiaries who have transitioned from Full-Service Partnership (FSP) level of care services to permanent supportive housing as needed.

#### **III. TARGET POPULATION:**

The target population for this contract are individuals who have graduated from FSP transitional housing level of care to community-based permanent supportive housing.

- A. The County will provide initial signed approval for service authorization.
- B. All County referred clients will require Utilization Management approval for continued services annually or as needed.

#### **IV. MONITORING:**

Contractor shall track and report annually or as noted on the following:

- A. Utilize and provide County with Client Feedback Informed Treatment (FIT) trajectories.
- B. Bi-annual Adult Needs and Strengths (ANSA) and Milestones of Recovery Survey (MORS) completion for each client.
- C. Bi-Annual completion of the State Consumer Perception Survey and applicable MHSA stakeholder input.

## **VII. MEDI-CAL CERTIFICATION AND GOALS:**

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

## **VIII. SERVICES:**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

PCBH2122EA Aftercare Agreement

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

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

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

## **EXHIBIT B - FEE SCHEDULE**

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

### **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 at a rate of \$115.00 per hour for case management and \$130.00 for mental health services.

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

**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?bId=>

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 processes 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**

**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**  
**MEDI-CAL REQUIREMENTS**

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:

**EXHIBIT C**  
**MEDI-CAL REQUIREMENTS**

- 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: PLUMASQICCONCERNS@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 requested 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:

**PLUMASOICCONCERNS@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 [PLUMASQICONCERNNS@PCBH.SERVICES](mailto:PLUMASQICONCERNNS@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

## EXHIBIT D- TERMS AND CONDITIONS

Regs., tit. 9, § 1810.410, subd. (e), para. (4).)

e. The Contractor shall make oral interpretation and auxiliary aids and services, such as TTY/TDY and American Sign Language (ASL), available and free of charge for any language. Contractor shall notify clients that the service is available and how to access those services. (42 CFR. § 438.10(d).

### VII. OWNERSHIP OF EQUIPMENT

County shall have and retain ownership and title to all equipment valued over five thousand dollars (\$5,000) (including shipping and taxes) purchased by Contractor with County funds under this Agreement. County shall inventory tag all equipment and shall conduct, or require Contractor to conduct, an annual physical inventory of the equipment. Contractor shall make all equipment available to County during normal business hours for tagging or inventory.

Contractor shall maintain an Equipment Report listing of all equipment purchased under this Agreement together with bills of sale and any other documents as may be necessary to show clear title and reasonableness of the purchase price. The Equipment Report shall specify the quantity, name, description, purchase price, and date of purchase of all equipment.

Annually, Contractor shall submit to the County the Equipment Report. This report is due by July 31 each year and will cover the period from the inception of this Agreement through June 30 of the preceding fiscal year.

### VIII. CLINICAL REVIEW AND/OR PROGRAM EVALUATION

A. Contractor shall establish and maintain systems to review the quality and appropriateness of services rendered pursuant to this Agreement in accordance with applicable, Federal, State and County laws, regulations, and directives.

B. Contractor shall permit, at any reasonable time, County, State and/or Federal government personnel designated by the Director to enter Contractor's premises for the purpose of making periodic inspections (including, but not limited to, examining and auditing clinical records) to determine the fiscal and clinical quality, appropriateness and effectiveness of the services being rendered. Contractor shall furnish the Director with such information as may be required to evaluate fiscal and clinical quality, appropriateness and effectiveness of the services being rendered.

C. Should a clinical review, program evaluation or chart review by the County, State and/or Federal government identify billed units of service or goods and/or services that are determined disallowable, the Contractor shall repay County for any amount determined disallowable.

### IX. CONFIDENTIALITY

A. Contractor shall comply with, and require its officers, agents, employees, participants, and volunteers to comply with, all applicable laws and regulations regarding the confidentiality of patient information, 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

## EXHIBIT D—TERMS AND CONDITIONS

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 (“Part 2 Regulations”).

**B.** Contractor shall comply with, and shall ensure that its officers, agents, employees, participants, and volunteers comply with, the Health Insurance Portability and Accountability Act of 1996 (“HIPAA”), the HIPAA Omnibus Rule, 45 CFR Parts 160 and 164, and its implementing regulations, Part 2 Regulations.

**C.** Contractor shall comply with, and require its officers, agents, employees, participants, and volunteers to comply with, any additional regulations pertaining to confidentiality that the Federal, State or the County shall so specify that do not conflict with State or Federal regulations.

### **X. DISPUTES**

Should a dispute arise between the Contractor and the County relating to performance under this contract other than disputes governed by a dispute resolution process in Chapter 11 of Division 1, Title 9, California Code of Regulations (CCR), the Contractor shall, prior to exercising any other remedy which may be available, provide the County with written notice of the particulars of the dispute within thirty (30) calendar days of the incident. Upon receipt of the written notice, the County shall meet with the Contractor, review the facts in the dispute, and recommend a means of resolving the dispute. Final written response to the Contractor will be provided within thirty (30) days of receipt of the Contractor’s original written notice.

### **XI. APPLICABLE LAWS, REGULATIONS, ETC.**

**A.** In the performance of the services required by this Agreement, Contractor shall comply with all applicable Federal, State, and County laws, statutes, ordinances, regulations, and directives (including but not limited to all Federal, State and County letters and notices which set policy and/or provide guidelines for policy and/or performance). This Agreement is also subject to any additional restrictions or conditions that may subsequently be imposed upon the County by the Federal or State government.

**B.** This Agreement shall be deemed to be executed within the State of California and construed in accordance with and governed by the laws of the State of California. Any action or proceeding arising out of this Agreement shall be filed and resolved in Plumas County Superior Court located in Quincy, California.

### **XII. NON-DISCRIMINATION IN SERVICES AND EMPLOYMENT**

**A.** Contractor shall not employ unlawful discriminatory practices in the admission of patients, assignments of accommodations, treatment, evaluation, employment of personnel, differing hours of operation for Medi-Cal versus non Medi-Cal clients, or in any other respect on the basis of race, color, gender, religion, marital status, national origin, age, sexual orientation, or mental or physical handicap, in accordance with the requirements of applicable Federal or State law, including, but not limited to, the following:

The provisions of the Americans with Disabilities Act of 1990, Section 504 of the Rehabilitation Act of 1973, the California Fair Employment and Housing Act (Government Code, Section 12900 et seq.), and the applicable regulations promulgated thereunder (2 California Code of

**EXHIBIT D- TERMS AND CONDITIONS**  
Regulations (CCR). Section 7285 et seq.).

**XIII. ADMISSION POLICIES AND PATIENTS' RIGHTS**

- A.** Contractor's admission policies (if applicable) shall be in writing and available to the public and shall include a provision that patients are accepted for care without discrimination as described in this Agreement.
- B.** Contractor shall adhere to and comply with all applicable State standards and requirements regarding timely access of Beneficiaries to care and services.
- C.** Contractor shall immediately notify the Director in writing whenever Contractor has reached its maximum lawful capacity to provide the services required by this Agreement in accordance with all applicable laws and regulations.
- D.** No provision of this Agreement shall be construed to replace or conflict with the duties of County patient's rights advocates described in Section 5520 of the California Welfare and Institutions Code.

**XIV. CONFLICT OF INTEREST**

- A.** Contractor shall comply with the laws and regulations of the State of California and County regarding conflicts of interest, including, but not limited to, Article 4 of Chapter 1, Division 4, Title 1 of the California Government Code, commencing with Section 1090, and Chapter 7 of Title 9 of said Code, commencing with Section 87100 including regulations promulgated by the California Fair Political Practices Commission.
- B.** Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of Contractor's obligations and responsibilities hereunder. Contractor further covenants that in the performance of this Agreement no person having any such interest shall be employed. This covenant shall remain in force until Contractor completes performance of the services required of it under this Agreement.
- C.** Contractor agrees that if any fact comes to its attention that raises any question as to the applicability of any conflict of interest law or regulation, Contractor will immediately inform the County and provide all information needed for resolution of the question.

**XV. ASSIGNMENT AND SUBCONTRACTS**

The services and obligations required of Contractor under this Agreement are not assignable in whole or in part.

**XVI. STATUS OF CONTRACTOR**

- A.** It is understood and agreed by all the parties hereto that Contractor is an independent contractor and that no relationship of employer-employee exists between the County and Contractor. Neither Contractor nor Contractor's assigned personnel shall be entitled to any benefits payable to employees of the County. Contractor hereby indemnifies and holds the County harmless from any and all claims that may be made against the County based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement or any services provided pursuant to this Agreement.

## **EXHIBIT D– TERMS AND CONDITIONS**

**B.** It is further understood and agreed by all the parties hereto that neither Contractor nor Contractor's assigned personnel shall have any right to act on behalf of the County in any capacity whatsoever as an agent or to bind the County to any obligation whatsoever.

## **XVII. FEDERAL/STATE DEBARMENT/EXCLUSIONS**

**A.** Contractor shall not permit any of its officers, agents, employees, contractors, subcontractors, volunteers, or five percent (5%) owners to provide services pursuant to this Agreement if such individual has been excluded or debarred from any Federal or State health care

## EXHIBIT D- TERMS AND CONDITIONS

program.

**B.** Contractor shall verify that each of its officers, agents, employees, contractors, subcontractors, volunteers, or five percent (5%) owners, is not excluded or debarred from participating in or being paid for participation in any Federal or State program within thirty (30) days of such person or entity becoming Contractor's officer, agent, employee, contractor, subcontractor, volunteer, or five percent (5%) owner, and thereafter not less frequently than once each year.

**C.** Contractor shall notify County, within twenty-four (24) hours of Contractor's knowledge, of any action taken by local, State or Federal agencies to exclude or bar Contractor, or any of its officers, agents, employees, contractors, subcontractors, volunteers or five percent (5%) owners from any Federal or State health care program. Contractor shall also notify County within twenty-four (24) hours of any event or condition that occurs or which may arise which could lead to Contractor's, or any of its officers, agents, employees, contractors, subcontractors, volunteers, or five percent (5%) owner's exclusion or debarment from any Federal or State health care program.

**D.** Contractor shall provide County information as requested by the Director regarding the status of Contractor's providers, officers, agents, employees, contractors, subcontractors, volunteers or five percent (5%) owners regarding participation, exclusion or debarment of Contractor, or any of its officers, agents, employees, contractors, subcontractors, volunteers, or five percent (5%) owners from any Federal or State health care program.

**E.** Any other provision of this Agreement notwithstanding, Contractor shall not be entitled to any compensation for any services provided pursuant to this Agreement by any of its officers, agents, employees, contractors, subcontractors, volunteers, or five percent (5%) owners who has been excluded or debarred from any Federal or State health care program.

**F. DEBARMENT AND SUSPENSION CERTIFICATION**

**1.** By signing this Agreement, the Contractor agrees to comply with applicable federal suspension and debarment regulations including, but not limited to 7 CFR Part 3017, 45 CFR 76, 40 CFR 32 or 34 CFR 85.

**2.** By signing this Agreement, the Contractor certifies to the best of its knowledge and belief, that it and its principals:

- a)** Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;
- b)** Have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c)** Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in Paragraph B(2) herein; and
- d)** Have not within a three-year period preceding this Agreement had one or more public transactions (Federal, State or local) terminated for cause or default.

## EXHIBIT D—TERMS AND CONDITIONS

e) Shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under federal regulations (i.e., 48 CFR part 9, subpart 9.4), debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction, unless authorized by the State.

f) Will include a clause entitled, “Debarment and Suspension Certification” that essentially sets forth the provisions herein, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

3. If the Contractor is unable to certify to any of the statements in this certification, the Contractor shall submit an explanation to the Director.

4. The terms and definitions herein have the meanings set out in the Definitions and Coverage sections of the rules implementing Federal Executive Order 12549.

5. If the Contractor knowingly violates this certification, in addition to other remedies available to the Federal Government, the County may terminate this Agreement for cause or default.

## XVIII. FALSE CLAIMS ACT

Contractor and its employees, contractors, and agents shall read, acknowledge receipt of, and comply with all provisions of the County’s policies and procedures designed to detect and prevent fraud, waste, and abuse in the provision of medical assistance, in accordance with 42 USC 1396(a) (68) (section 6032 of the Deficit Reduction Act and the Federal False Claims Act (31 U.S.C. §§3729-3733). Failure to comply with any of these policies and procedures is a material breach of this contract and grounds for termination for cause.

Contractor shall certify, on an annual basis that it, and all of its employees, contractors, and agents have read and understand the County’s policies and procedures regarding the detection and prevention of fraud, waste, and abuse in the provision of medical assistance, as referenced above. This certification shall be submitted with the provider’s annual cost report. In addition, at the time Contractor hires a new employee, contractor, or agent, Contractor will certify that individual has read and understands the County’s policies and procedures regarding the detection and prevention of fraud, waste, and abuse in the provision of medical assistance.

## XIX. ADDITIONAL PROVISIONS

A. Where there is a doubt as to whether a provision of this document is a covenant or a condition, the provision shall carry the legal effect of both. Should the County choose to excuse any given failure of Contractor to meet any given condition, covenant or obligation (whether precedent or subsequent), that decision will not be, or have the legal effect of, a waiver of the legal effect in subsequent circumstances of either that condition, covenant or obligation or any other found in this document. All conditions, covenants and obligations continue to apply no matter how often County may choose to excuse a failure to perform them.

B. Except where specifically stated otherwise in this document, the promises in this document benefit the County and Contractor only. They are not intended to, nor shall they be interpreted or applied to, give any enforcement rights to any other persons (including corporate) which might be affected by the performance or non-performance of this Agreement, nor do the

## **EXHIBIT D- TERMS AND CONDITIONS**

parties hereto intend to convey to anyone any "legitimate claim of entitlement" with the meaning and rights that phrase has been given by case law.

### **XX. AMENDMENT**

Except as provided under paragraph IV, Terms and Conditions, in the Agreement, this Agreement may be amended only by written instrument signed by the County and Contractor; provided, however, that the County may unilaterally amend this Agreement, in whole or in part, to reflect any changes to the State Contracts.

### **XXI. WAIVER**

The waiver by the County or any of its officers, agents, or employees, or the failure of the County or its officers, agents, or employees to take action with respect to any right conferred by, or any breach of any obligation or responsibility of this Agreement shall not be deemed to be a waiver of such obligation or responsibility, or subsequent breach of same, or of any terms, covenants or conditions of this Agreement.

### **XXII. AUTHORIZED REPRESENTATIVE**

The person executing this Agreement on behalf of Contractor affirmatively represents that she/he has the requisite legal authority to enter into this Agreement on behalf of Contractor and to bind Contractor to the terms and conditions of this Agreement. Both the person executing this Agreement on behalf of Contractor and Contractor understand that the County is relying on this representation in entering into this Agreement.

### **XXIII. PUBLIC RECORDS ACT**

Upon its execution, this Agreement (including all exhibits and attachments) shall be subject to disclosure pursuant to the California Public Records Act.

### **XXIV. COST SETTLEMENT**

**A. If the Contractor provides mental health services as defined in CCR Title 9** (whether Medi-Cal or non-Medi-Cal), Contractor shall provide County a Certified Annual Mental Health Cost Report. Contractor shall certify and submit a Cost Report covering the preceding County fiscal year of July 1 through June 30, in a form satisfactory to the Director and as prescribed by the State in the Cost Reporting Data Collection Manual and Short-Doyle/Medi-Cal cost report instructions. This Cost Report is due to the County no later than October 31 unless otherwise specified by the Director. In the event that this Agreement expires or is terminated on a date other than June 30, Contractor shall provide County such a Cost Report, 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.

**B.** The Cost Report calculates the Cost per unit as the lowest of Actual Cost, Published Charge, and County Maximum Allowance (CMA) or approved Negotiated Rate. If actual cost is MORE than the CMA, the contractor will incur a loss, and if the CMA is LESS than the cost, then the amount of excess payment beyond cost must be returned to the County when cost settlement occurs.

## EXHIBIT D- TERMS AND CONDITIONS

C. In the event that Contractor's per unit rates in the Cost Report are less than the rates paid by County, County may cost settle with Contractor. In the event of cost settlement, the County shall invoice Contractor for repayment upon County's final review of the annual Cost Report. Contractor shall remit payment to County within 45 days of invoice, unless an alternate repayment agreement is structured in writing and approved by the Health and Human Services Agency Director.

D. Contractor will be subject to Federal, State, or local audits at any time. Contractor and County will each be responsible for any audit errors or omissions on their part. The annual State Department of Health Care Services/Federal Audit may not occur until five years after close of fiscal year and not be settled until all Audit appeals are completed/closed.

E. Contractor may use unaudited financial statements as the basis of cost information for completion of the Cost Report. Contractor will forward a copy of the unaudited financial statements to County along with the completed Cost Report.

F. Contractor shall provide the Certified Audited Financial Reports to the County as specified in Exhibit D, Section V.

G. This Cost Report is subject to examination and audit by Federal, State, or local government, and their authorized representatives, to determine its compliance with this Agreement and any applicable laws and regulations.

H. County shall inform Contractor of any audit finding relevant to the Contractor. Contractor and County shall take any necessary actions to respond to, correct, and resolve the audit findings.

I. Should the County, State and/or Federal government, and their authorized representatives, 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 for any amount determined disallowable.

J. County shall determine the final compensation to the Contractor based on the final audited Cost Report at the actual rate and the total compensation shall not exceed the maximum payable set forth Section III of this Agreement.

**PLUMAS COUNTY BEHAVIORAL HEALTH SERVICES**

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



Director Tony Hobson, Ph.D.

DATE: August 10, 2021

TO: Honorable Board of Supervisors

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

SUBJECT: Performance Contract

*Shelley Davis*

**RECOMMENDATION**

1. It is respectfully requested the Board of Supervisors approve and adopt Resolution authorizing Behavioral Health Director Tony Hobson Ph.D., to sign Performance Contract with the State of California. This agreement has been approved to form by County Counsel.

**Background and Discussion**

1. The California Department of Health Care Services administers the Mental Health Services Act, Lanterman-Petris-Short Act, Projects for Assistance in Transition from Homelessness, Community Mental Health Services Block Grant and Crisis Counseling Assistance and Training Program programs. DHCS Contract Agreement Number 21-10102 sets forth the conditions and requirements that Plumas County must meet in order to receive funding.

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

**RESOLUTION NO. 21-**

**RESOLUTION TO ACCEPT CONTRACT AGREEMENT NUMBER 21-10102 FOR  
THE STATE OF CALIFORNIA DEPARTMENT OF HEALTH CARE SERVICES  
(DHCS) MENTAL HEALTH SERVICES DIVISION.**

**WHEREAS**, The California Department of Health Care Services administers the Mental Health Services Act, Lanterman-Petris-Short Act, Projects for Assistance in Transition from Homelessness, Community Mental Health Services Block Grant and Crisis Counseling Assistance and Training Program programs. DHCS Contract Agreement Number 21-10102 sets forth the conditions and requirements that Plumas County must meet in order to receive funding.

**WHEREAS**, Plumas County Behavioral Health will perform mental health treatment including but not limited to, the projects for Assistance in Transition from Homelessness.

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

Approve DHCS Contract Number 21-10102 from the State of California Department of Health Care Services for County Behavioral Health Director to sign any documents pertaining to this grant as the Board's designee.

The foregoing Resolution, was duly passed and adopted by the Board of Supervisors, County of Plumas, State of California, at a regular meeting of said Board held on the    day of August 2021 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

\_\_\_\_\_  
Chair, Plumas County Board of Supervisors

ATTEST:

\_\_\_\_\_  
Clerk, Board of Supervisors

BOS - Clerk

Desk

COPY

erview

**Exhibit A**  
Program Specifications

California Department of Health Care Services (hereafter referred to as the Department) administers the Mental Health Services Act, Lanterman-Petris-Short (LPS) Act, Projects for Assistance in Transition from Homelessness (PATH), Community Mental Health Services Block Grant (MHBG), Substance Abuse Treatment and Prevention Block Grant (SABG), and Crisis Counseling Assistance and Training Program (CCP) programs and oversees county provision of community mental health services pursuant to the Bronzan-McCorquodale Act. Contractor (hereafter referred to as County in this Exhibit) must meet certain conditions and requirements to receive funding for these programs and community mental health services.

This Agreement, which is County's performance contract, as required by Welfare and Institutions Code (Welf. & Inst. Code) sections 5650, subd. (a), 5651, 5897, and California Code of Regulations (Cal. Code Regs.), Title 9, section 3310, sets forth conditions and requirements that County must meet in order to receive this funding. This Agreement does not cover federal financial participation or State general funds as they relate to Medi-Cal services provided through the Mental Health Plan Contracts. County agrees to comply with all of the conditions and requirements described herein.

DHCS shall monitor this Agreement to ensure compliance with applicable federal and State law and applicable regulations. (Gov. Code, §§ 11180-11182; Welf. & Inst. Code, §§ 5614, 5717, subd. (b), 5651, subd. (b)(10) & 14124.2, subd. (a).)

**2. Service Location**

The services shall be performed at appropriate sites as described in this contract.

**3. Service Hours**

The services shall be provided during times required by this contract.

**Exhibit A**  
**Program Specifications**

- C. Comply with all of the requirements necessary for Medi-Cal reimbursement for mental health treatment services and case management programs provided to Medi-Cal eligible individuals, including, but not limited to, the provisions set forth in Chapter 3 (commencing with section 5700) of Division 5 of the Welfare and Institutions Code, and submit cost reports and other data to DHCS in the form and manner determined by the DHCS,
- D. Ensure that the Local Mental Health Advisory Board has reviewed and approved procedures ensuring citizen and professional involvement at all stages of the planning process pursuant to Welfare and Institutions Code section 5604.2,
- E. Comply with all provisions and requirements in law pertaining to patient rights,
- F. Comply with all requirements in federal law and regulation, and all agreements, certifications, assurances, and policy letters, pertaining to federally funded mental/behavioral health programs, including, but not limited to, the Projects for Assistance in Transition from Homelessness grant, Community Mental Health Services Block Grant, and Substance Abuse Prevention and Treatment Block Grant programs.
- G. Provide all data and information set forth in sections 5610 and 5664 of the Welfare and Institutions Code,
- H. If County elects to provide the services described in Chapter 2.5 (commencing with section 5670) of Division 5 of the Welfare and Institutions Code, comply with guidelines established for program initiatives outlined in this chapter, and
- I. Comply with all applicable laws and regulations for all services delivered, including all laws, regulations, and guidelines of the Mental Health Services Act.

**6. Services Authority**

**A. The Mental Health Services Act Program**

**1) Program Description**

Proposition 63, which created the Mental Health Services Act (MHSA), was approved by the voters of California on November 2, 2004. The Mental Health Services (MHS) Fund, which provides funds to counties for the implementation of its MHSA programs, was established pursuant to Welfare and Institutions Code section 5890. The MHSA was designed to expand California's public mental health programs and services through

**Exhibit A**  
**Program Specifications**

month, pursuant to a methodology provided by DHCS, the State Controller shall distribute to County's Local Mental Health Services Fund (MHS Fund) (established by County pursuant to Welfare and Institutions Code section 5892, subdivision (f)) all unexpended and unreserved funds on deposit as of the last day of the prior month in the Mental Health Services Fund for the provision of specified programs and other related activities.

- b. The expenditure for Prevention and Early Intervention (PEI) may be increased by County if DHCS determines that the increase will decrease the need and cost for additional services to severely mentally ill persons in County by an amount at least commensurate with the proposed increase. (Welf. & Inst. Code, § 5892, subd. (a)(4).)

Local MHS Fund money distributed to counties by the State Controller's Office includes funding for annual planning costs pursuant to Welfare and Institutions Code section 5848. The total of these costs shall not exceed five percent of the total annual revenues received for the Local MHS Fund. The planning costs shall include money for County's mental health programs to pay for the costs of having consumers, family members, and other stakeholders participate in the planning process, and for the planning and implementation required for private provider contracts to be expanded to provide additional services. (Welf. & Inst. Code, § 5892, subd. (c).)

- c. County shall use Local MHS Fund monies to pay for those portions of the mental health programs/services for children and adults for which there is no other source of funds available. (Welf. & Inst. Code, §§ 5813.5, subd. (b), 5878.3 subd. (a); Cal. Code Regs., tit. 9, § 3610, subd. (d).)
- d. County shall only use Local MHS Funds to expand mental health services. These funds shall not be used to supplant existing State or County funds utilized to provide mental health services. These funds shall only be used to pay for the programs authorized in Welfare and Institutions Code sections 5890 and 5892. These funds may not be used to pay for any other program and may not be loaned to County's general fund or any other County fund for any purpose. (Welf. & Inst. Code, § 5891, subd. (a).)
- e. All expenditures for County mental health programs shall be consistent with a currently approved three-year program and expenditure plan or

**Exhibit A**  
**Program Specifications**

Welfare and Institutions Code (commencing with section 5850). All plans for proposed facilities with restrictive settings shall demonstrate that the needs of the people to be served cannot be met in a less restrictive or more integrated setting. (Welf. & Inst. Code, § 5847, subd. (b)(5).)

- vi. Identification of shortages in personnel to provide services pursuant to the above programs and the additional assistance needed from the education and training programs established pursuant to Part 3.1 of Division 5 of the Welfare and Institutions Code (commencing with section 5820). (Welf. & Inst. Code, § 5847, subd. (b)(6); Cal. Code Regs., tit. 9, § 3830, subd. (b).)
- vii. Establishment and maintenance of a prudent reserve to ensure the County program will continue to be able to serve children, adults, and seniors that it is currently serving pursuant to Part 3 of Division 5 of the Welfare and Institutions Code (commencing with section 5800), Part 3.6 of Division 5 of the Welfare and Institutions Code (commencing with section 5840), and Part 4 of Division 5 of the Welfare and Institutions Code (commencing with section 5850), during years in which revenues for the Local MHS Fund are below recent averages adjusted by changes in the State population and the California Consumer Price Index. (Welf. & Inst. Code, § 5847, subd. (b)(7).)
- viii. Certification by County's Behavioral Health Director, which ensures that County has complied with all pertinent regulations, laws, and statutes of the MHSA, including stakeholder participation and non-supplantation requirements. (Welf. & Inst. Code, § 5847, subd. (b)(8).)
- ix. Certification by County's Behavioral Health Director and County's Auditor-Controller that the County has complied with any fiscal accountability requirements as directed by DHCS, and that all expenditures are consistent with the requirements of the MHSA pursuant to California Code of Regulations, Title 9, sections 3500 and 3505. (Welf. & Inst. Code, § 5847, subd. (b)(9).)

b. County shall include services in the programs described in section 6, subparagraphs A, 5.a.i. through 5.a.v., inclusive, to address the needs of transition age youth between the ages of 16 and 25 years old,

**Exhibit A**  
**Program Specifications**

update for review and comment for at least 30 calendar days to representatives of stakeholder interests and any interested party who has requested a copy of the draft plans. (Welf. & Inst. Code, § 5848, subd. (a); Cal. Code Regs., tit. 9, §§ 3300, 3310, 3315 & 3320.)

- b. County's mental health board, established pursuant to Welfare and Institutions Code section 5604, shall conduct a public hearing on the County's draft three-year program and expenditure plan and annual updates at the close of the 30 calendar day comment period. Each adopted three-year program and expenditure plan or annual update shall summarize and analyze substantive recommendations and describe substantive changes to the three-year program and expenditure plan and annual updates. The County's mental health board shall review the adopted three-year program and expenditure plan and annual updates and recommend revisions to the County's mental health department. (Welf. & Inst. Code, § 5848, subd. (b); Cal. Code Regs., tit. 9, § 3315.)
- c. The County shall provide for a Community Planning Process as the basis for developing the Three-Year Program and Expenditure Plans and updates. The County shall designate positions and or units responsible for the overall Community Program Planning Process; coordination and management of the Community Program Planning Process; ensuring stakeholders have the opportunity to participate; ensuring that stakeholders reflect the diversity of the demographics of the County; and providing outreach to clients and their family members. The Community Program Planning process shall, at a minimum, include involvement of clients and their family members in all aspects of the Process; participation of stakeholders; and training, as needed, to County staff and stakeholders, clients, and family members regarding the stakeholder process. (Cal. Code Regs., tit. 9, § 3300.)

**Exhibit A**  
**Program Specifications**

except County shall report as spent the full cost of an asset purchased with Capital Facilities and Technological Needs funds.

**8) Department Compliance Investigations:**

- a. DHCS may investigate County's performance of the Mental Health Services Act related provisions of this Agreement and compliance with the provisions of the Mental Health Services Act, and relevant regulations. In conducting such an investigation, DHCS may inspect and copy books, records, papers, accounts, documents and any writing, as defined by Evidence Code section 250, that is pertinent or material to the investigation of the County. For purposes of this Paragraph, "provider" means any person or entity that provides services, goods, supplies or merchandise, which are directly or indirectly funded pursuant to MHSAs. (Gov. Code, §§ 11180, 11181, & 11182; Welf. & Inst. Code, §§ 5651, subd. (b)(9), 5897, subd. (d), & 14124.2.)

**9) County Breach, Plan of Correction and Withholding of State Mental Health Funds:**

- a. If DHCS determines that County is out-of-compliance with the Mental Health Services Act related provisions of this Agreement, DHCS may request that County submit a plan of correction, including a specific timeline to correct the deficiencies, to DHCS. (Welf. & Inst. Code, § 5897, subd. (e).)
- b. In accordance with Welfare and Institutions Code section 5655, if DHCS considers County to be substantially out-of-compliance with any provision of the Mental Health Services Act or relevant regulations, including all reporting requirements, other than timely submission of a complete Revenue and Expenditure Report, the director shall order County to appear at a hearing before the Director or the Director's designee to show cause why the Department should not take administrative action. County shall be given at least twenty (20) days' notice before the hearing.
- c. If the Director determines that there is or has been a failure, in a substantial manner, on the part of County to comply with any provision of the Welfare and Institutions Code or its implementing regulations, and that administrative sanctions are necessary, the Department may

**Exhibit A**  
**Program Specifications**

Welfare and Institutions Code sections 5600.2 to 5600.9, inclusive.  
(Welf. & Inst. Code, § 5614, subd. (b)(5))

- d. County shall report data to the state required by the performance outcome systems for adults and children. (Welf. & Inst. Code, §§ 5610, 5664, 5614, subd. (b)(6))

**C. Lanterman-Petris-Short Act**

**1) Description**

The Lanterman-Petris-Short (LPS) Act was enacted to end indefinite involuntary commitment of persons with mental health disorders and to provide prompt evaluation and treatment, to establish consistent personal rights standards, and to provide services in the least restrictive setting for individuals served under the Act. (Welf. & Inst. Code § 5001.) Pursuant to Welfare and Institutions Code section 5400, DHCS administers the LPS Act and may adopt standards as necessary.

**2) Reporting and Data Submission Requirements**

- a. The County shall maintain data on the number of persons admitted for 72-hour evaluation and treatment, 14-day and 30-day periods of intensive treatment, and 180-day post-certification intensive treatment, the number of persons transferred to mental health facilities pursuant to Section 4011.6 of the Penal Code, the number of persons for whom temporary conservatorships are established, and the number of persons for whom conservatorships are established in the County. (Welf. & Inst. Code § 5402, subds. (a)-(b).) Upon request from DHCS, the County shall provide the aforementioned data or other information, records, and reports, which DHCS deems necessary for the purposes of Welfare and Institutions Code section 5402. (*Id.* at subd. (b).)
- b. The County shall maintain data on the number of persons whose rights were denied under the LPS Act and the right or rights which were denied. Quarterly, the County shall provide DHCS with a report of the number of persons whose rights were denied under the LPS Act and shall identify the right or rights which were denied. (Welf. & Inst. Code § 5326.1.)

**Exhibit A**  
**Program Specifications**

referral/treatment, case management and other support services, as well as a limited set of housing services for the homeless mentally ill.

County shall submit its Request for Application (RFA) responses and required documentation specified in DHCS' RFA to receive PATH funds. County shall complete its RFA responses in accordance with the instructions, enclosures and attachments available on the DHCS website at:  
<http://www.dhcs.ca.gov/services/MH/Pages/PATH.aspx>.

If County applied for and DHCS approved its request to receive PATH grant funds, the RFA, County's RFA responses and required documentation, and DHCS' approval constitute provisions of this Agreement and are incorporated by reference herein. County shall comply with all provisions of the RFA and the County's RFA responses.

The PATH grant is a federal award within the meaning of Title 2 Code of Federal Regulations part 200. This contract is a subaward to County. County is a subrecipient and subject to all applicable requirements in Title 2 Code of Federal Regulations part 200 and Title 45 Code of Federal Regulations part 75, including, but not limited to, the County requirement to have a single audit performed for PATH funds in accordance with the audit requirements in Title 2 Code of Federal Regulations part 200, subpart F, or Title 45 Code of Federal Regulations part 75.

**E. Community Mental Health Services Grant Program (42 U.S.C. § 300x-1 et seq.)**

Pursuant to Title 42 United States Code section 300x et seq., the State of California has been awarded the federal Community Mental Health Services Block Grant funds, known as Mental Health Block Grant (MHBG). County mental health agencies utilize MHBG funding to provide a broad array of mental health services within their mental health system of care (SOC) programs. These programs provide services to the following target populations: children and youth with serious emotional disturbances (SED) and adults and older adults with serious mental illnesses (SMI).

County shall submit its RFA responses and required documentation specified in DHCS' RFA to receive MHBG funding. County shall complete its RFA responses in accordance with the instructions, enclosures and attachments.

If County applied for and DHCS approved its request to receive MHBG grant funds, the RFA, County's RFA responses and required documentation, and DHCS' approval constitute provisions of this Agreement and are incorporated

**Exhibit A**  
**Program Specifications**

be awarded Federal Emergency Management Agency (FEMA) funding for the Crisis Counseling Assistance and Training Program (CCP). The CCP supports short-term interventions that involve assisting disaster survivors in understanding their current situation and reactions, mitigating stress, developing coping strategies, providing emotional support, and encouraging linkages with other individuals and agencies that help survivors in their recovery process. These funds are used to provide services to all individuals affected during a disaster.

- 1) The CCP is comprised of three funding terms:
  - a. Immediate Services Program (ISP) – Funding is provided for the CCP for 60 days from the date of the Presidential declaration.
  - b. Immediate Services Program Extension (ISP Extension) – Funding is provided to cover the period from the day after the end of the ISP to the award date of the Regular Services Program (RSP).
  - c. Regular Services Program (RSP) – Funding is provided for 9 months from award date to continue and expand the provision of crisis counseling program services.
- 2) Participation in the CCP is optional. County's request to the State of California that it apply for CCP funding on behalf of the County shall be County's agreement to comply with all applicable federal and State requirements, including the FEMA or Substance Abuse and Mental Health Services Administration (SAMHSA) approved funding application and budget; applicable requirements in the Notice of Award (from FEMA or SAMHSA) to the State, including special and standard program conditions or terms, supplemental grant information, and the federal Health and Human Services Grants Policy Statement; 44 Code of Federal Regulations part 206.171, 42 Code of Federal Regulations part 38 and FEMA or SAMHSA CCP secondary guidance that is in effect on the date County receives the award of funding.
- 3) The CCP is a federal award within the meaning of Title 2 Code of Federal Regulations part 200. This contract is a subaward to County. County is a subrecipient and subject to all applicable requirements in Title 2 Code of Federal Regulations part 200 and Title 45 Code of Federal Regulations part 75, including, but not limited to, the County requirement to have a single audit performed for CCP funds in accordance with the audit requirements in Title 2 Code of Federal Regulations part 200, subpart F, or Title 45 Code of Federal Regulations part 75. CCP Funding shall not be used to supplant existing resources. County expenditure of CCP Funds are subject to State and federal oversight, including on-sight

**Exhibit A**  
**Program Specifications**

provide the actual number of clients served by MHSA-funded program. Reports are submitted on a quarterly basis.

- 3) Full Service Partnership Performance Outcome data, as specified in the California Code of Regulations, Title 9, section 3530.30.
- 4) Consumer Perception Survey data, as specified in the California Code of Regulations, Title 9, section 3530.40.
- 5) The Annual Mental Health Services Act Revenue and Expenditure Report, as specified in Welfare and Institutions Code section 5899, subdivision (a), and the California Code of Regulations, Title 9, sections 3510, 3510.010, and 3510.020 and DHCS-issued guidelines.
- 6) Innovative Project Reports (annual, final and supplements), as specified in the California Code of Regulations, Title 9, sections 3580 through 3580.020.
- 7) The Annual Prevention and Early Intervention report, as specified in the California Code of Regulations, Title 9, sections 3560 and 3560.010.
- 8) Three Year Program and Evaluation Reports, as specified in the California Code of Regulations, Title 9, sections 3560 and 3560.020.
- 9) Co-occurring Mental Health and Substance Use Disorder Assessments in accordance with Welfare & Institutions Code section 5891.5.

C. County shall submit CSI data to DHCS, in accordance with Title 9 of the California Code of Regulations, section 3530.10, and according to the specifications set forth in DHCS' CSI Data Dictionary. County shall:

- 1) Report complete and accurate monthly CSI data to DHCS within 60 calendar days after the end of the month in which services were provided.
- 2) If complete and accurate data are not reported within 60 calendar days, the county must be in compliance with an approved plan of correction.
- 3) Make diligent efforts to minimize errors on the CSI error file.
- 4) Correct all errors on the CSI error file.
- 5) Notify DHCS 90 calendar days prior to any change in reporting system and/or change of automated system vendor.

**Exhibit A**  
**Program Specifications**

Agreement, including any matching costs and expenses. The forgoing constitutes "records" for the purpose of this provision.

- 2) County's and/or Subcontractor's facility or office or such part thereof as may be engaged in the performance of this Agreement and his/her records shall be subject at all reasonable times to inspection, audit, and reproduction.
- 3) County agrees that DHCS, the Department of General Services, the Bureau of State Audits, or their designated representatives including the Comptroller General of the United States, shall have the right to review and copy any records and supporting documentation pertaining to the performance of this Agreement. County agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, County agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement.
- 4) County and/or Subcontractor(s) shall preserve and make available his/her records (1) for a period of ten years from the date of final payment under this Agreement, and (2) for such longer period, if any, as is required by applicable statute, by any other provision of this Agreement, or by subparagraphs (a) or (b) below.
  - a. If this Agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of three years from the date of any resulting final settlement.
  - b. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the ten-year period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular ten-year period, whichever is later.
- 5) County and/or Subcontractor(s) may, at its discretion, following receipt of final payment under this Agreement, reduce its accounts, books, and records related to this Agreement to microfilm, computer disk, CD ROM, DVD, or other data storage medium. Upon request by an authorized representative to inspect, audit or obtain copies of said records, County and/or Subcontractor(s) must supply or make available applicable devices, hardware, and/or software necessary to view, copy, and/or print said records. Applicable devices may include, but are not limited to, microfilm readers and microfilm printers, etc.

**Exhibit A**  
Program Specifications

Department of Health Care Services  
Community Services Division/Federal Grants Section  
Attention: Waheeda Sabah  
1500 Capitol Avenue, MS 2624  
P.O. Box Number 997413  
Sacramento, CA, 95899-7413

**C. Novation**

If County proposes any novation agreement, DHCS shall act upon the proposal within 60 days after receipt of the written proposal. DHCS may review and consider the proposal, consult and negotiate with County, and accept or reject all or part of the proposal. Acceptance or rejection of the proposal may be made orally within the 60-day period and confirmed in writing within five days of said decision. Upon written acceptance of the proposal, DHCS will initiate an amendment to this Agreement to formally implement the approved proposal.

**D. Welfare and Institutions Code section 5751.7 Waiver**

- 1) County shall comply with Welfare and Institutions Code section 5751.7 and ensure that minors are not admitted into inpatient psychiatric treatment with adults. If this requirement creates undue hardship to County due to inadequate or unavailable alternative resources, County may request a waiver of this requirement. County shall submit the waiver request on Attachment I of this Agreement to DHCS.
- 2) DHCS shall review County's waiver request and provide a written notice of approval or denial of the waiver. If County's waiver request is denied, County shall prohibit health facilities from admitting minors into psychiatric treatment with adults.
- 3) County shall submit the waiver request to DHCS at the time County submits this Agreement, signed by County, to DHCS for execution. County shall complete Attachment I and attach it to this Agreement. See Exhibit A, Attachment I, entitled "Request For Waiver" of this Agreement for additional submission information.
- 4) Execution of this Agreement by DHCS shall not constitute approval of a waiver submitted pursuant to this section.
- 5) Any waiver granted in the prior fiscal year's Agreement shall be deemed to continue until either party chooses to discontinue it, as specified in Exhibit

**Exhibit A, Attachment I**  
**Request for Waiver**

**Request for Waiver Pursuant To Section 5751.7 of the Welfare and Institutions Code**

\_\_\_\_\_ hereby requests a waiver for the following public or private health facilities pursuant to section 5751.7 of the Welfare and Institutions Code for the term of this contract. These are facilities where minors may be provided psychiatric treatment with nonspecific separate housing arrangements, treatment staff, and treatment programs designed to serve minors. However, no minor shall be admitted for psychiatric treatment into the same treatment ward as an adult receiving treatment who is in the custody of any jailor for a violent crime, is a known registered sex offender, or has a known history of, or exhibits inappropriate sexual or other violent behavior which would present a threat to the physical safety of others.

The request for waiver must include, as an attachment, the following:

1. A description of the hardship to the County/City due to inadequate or unavailable alternative resources that would be caused by compliance with the State policy regarding the provision of psychiatric treatment to minors.
2. The specific treatment protocols and administrative procedures established by the County/City for identifying and providing appropriate treatment to minors admitted with adults.
3. Name, address, and telephone number of the facility
  - Number of the facility's beds designated for involuntary treatment
  - Type of facility, license(s), and certification(s) held (including licensing and certifying agency and license and certificate number)
  - A copy of the facility's current license or certificate and description of the program, including target population and age groups to be admitted to the designated facility.
4. If applicable, the County Board of Supervisors' decision to designate a facility as a facility for evaluation and treatment pursuant to Welfare and Institutions Code sections 5150, 5585.50, and 5585.55.

To rescind the waiver, either party shall send a letter to the other party on official letterhead signed by their respective Behavioral Health Director or his or her designee indicating that the party no longer grants or requests a waiver. If not otherwise specified by the party in the letter to the respective party, the discontinuance shall be effective the date the letter to the party is postmarked and the facility shall no longer be waivered as of this date.

When the Department denies or rescinds a waiver issued to a County, the facility and the County Behavioral Health Director or designee shall receive written notification from the Department, by certified mail or e-mail. The notice shall include the decision, the basis for the decision, and any supporting documentation.

**Exhibit D**  
Information Confidentiality and Security Requirements

1. **Definitions.** For purposes of this Exhibit, the following definitions shall apply:
  - A. **Public Information:** Information that is not exempt from disclosure under the provisions of the California Public Records Act (Government Code sections 6250-6265) or other applicable state or federal laws.
  - B. **Confidential Information:** Information that is exempt from disclosure under the provisions of the California Public Records Act (Government Code sections 6250-6265) or other applicable state or federal laws.
  - C. **Sensitive Information:** Information that requires special precautions to protect from unauthorized use, access, disclosure, modification, loss, or deletion. Sensitive Information may be either Public Information or Confidential Information. It is information that requires a higher than normal assurance of accuracy and completeness. Thus, the key factor for Sensitive Information is that of integrity. Typically, Sensitive Information includes records of agency financial transactions and regulatory actions.
  - D. **Personal Information:** Information that identifies or describes an individual, including, but not limited to, their name, social security number, physical description, home address, home telephone number, education, financial matters, and medical or employment history. **It is DHCS' policy to consider all information about individuals private unless such information is determined to be a public record.** This information must be protected from inappropriate access, use, or disclosure and must be made accessible to data subjects upon request. Personal Information includes the following:

Notice-triggering Personal Information: Specific items of personal information (name plus Social Security number, driver license/California identification card number, or financial account number) that may trigger a requirement to notify individuals if it is acquired by an unauthorized person. For purposes of this provision, identity shall include, but not be limited to name, identifying number, symbol, or other identifying particular assigned to the individual, such as finger or voice print or a photograph. See Civil Code sections 1798.29 and 1798.82.
2. **Nondisclosure.** The Contractor and its employees, agents, or subcontractors shall protect from unauthorized disclosure any Personal Information, Sensitive Information, or Confidential Information (hereinafter identified as PSCI).
3. The Contractor and its employees, agents, or subcontractors shall not use any PSCI for any purpose other than carrying out the Contractor's obligations under this Agreement.
4. The Contractor and its employees, agents, or subcontractors shall promptly transmit to the DHCS Program Contract Manager all requests for disclosure of any PSCI not emanating from the person who is the subject of PSCI.
5. The Contractor shall not disclose, except as otherwise specifically permitted by this Agreement or authorized by the person who is the subject of PSCI, any PSCI to anyone other than DHCS

**Exhibit D**  
Information Confidentiality and Security Requirements

is 128bit or higher, such as Advanced Encryption Standard (AES). The encryption solution must be full disk unless approved by the DHCS Information Security Office.

b. **Server Security.** Servers containing unencrypted DHCS PSCI must have sufficient administrative, physical, and technical controls in place to protect that data, based upon a risk assessment/system security review.

c. **Minimum Necessary.** Only the minimum necessary amount of DHCS PSCI required to perform necessary business functions may be copied, downloaded, or exported.

d. **Removable media devices.** All electronic files that contain DHCS PSCI data must be encrypted when stored on any removable media or portable device (i.e. USB thumb drives, floppies, CD/DVD, smartphones, backup tapes etc.). Encryption must be a FIPS 140-2 certified algorithm which is 128bit or higher, such as AES.

e. **Antivirus software.** All workstations, laptops and other systems that process and/or store DHCS PSCI must install and actively use comprehensive anti-virus software solution with automatic updates scheduled at least daily.

f. **Patch Management.** All workstations, laptops and other systems that process and/or store DHCS PSCI must have critical security patches applied, with system reboot if necessary. There must be a documented patch management process which determines installation timeframe based on risk assessment and vendor recommendations. At a maximum, all applicable patches must be installed within 30 days of vendor release.

g. **User IDs and Password Controls.** All users must be issued a unique user name for accessing DHCS PSCI. Username must be promptly disabled, deleted, or the password changed upon the transfer or termination of an employee with knowledge of the password, at maximum within 24 hours. Passwords are not to be shared. Passwords must be at least eight characters and must be a non-dictionary word. Passwords must not be stored in readable format on the computer. Passwords must be changed every 90 days, preferably every 60 days. Passwords must be changed if revealed or compromised. Passwords must be composed of characters from at least three of the following four groups from the standard keyboard:

- Upper case letters (A-Z)
- Lower case letters (a-z)
- Arabic numerals (0-9)
- Non-alphanumeric characters (punctuation symbols)

h. **Data Destruction.** When no longer needed, all DHCS PSCI must be cleared, purged, or destroyed consistent with NIST Special Publication 800-88, Guidelines for Media Sanitization such that the PSCI cannot be retrieved.

**Exhibit D**  
Information Confidentiality and Security Requirements

**4) Business Continuity / Disaster Recovery Controls**

- a. ***Emergency Mode Operation Plan.*** Contractor must establish a documented plan to enable continuation of critical business processes and protection of the security of electronic DHCS PSCI in the event of an emergency. Emergency means any circumstance or situation that causes normal computer operations to become unavailable for use in performing the work required under this Agreement for more than 24 hours.
- b. ***Data Backup Plan.*** Contractor must have established documented procedures to backup DHCS PSCI to maintain retrievable exact copies of DHCS PSCI. The plan must include a regular schedule for making backups, storing backups offsite, an inventory of backup media, and an estimate of the amount of time needed to restore DHCS PSCI should it be lost. At a minimum, the schedule must be a weekly full backup and monthly offsite storage of DHCS data.

**5) Paper Document Controls**

- a. ***Supervision of Data.*** DHCS PSCI in paper form shall not be left unattended at any time, unless it is locked in a file cabinet, file room, desk or office. Unattended means that information is not being observed by an employee authorized to access the information. DHCS PSCI in paper form shall not be left unattended at any time in vehicles or planes and shall not be checked in baggage on commercial airplanes.
- b. ***Escorting Visitors.*** Visitors to areas where DHCS PSCI is contained shall be escorted and DHCS PSCI shall be kept out of sight while visitors are in the area.
- c. ***Confidential Destruction.*** DHCS PSCI must be disposed of through confidential means, such as cross cut shredding and pulverizing.
- d. ***Removal of Data.*** DHCS PSCI must not be removed from the premises of the Contractor except with express written permission of DHCS.
- e. ***Faxing.*** Faxes containing DHCS PSCI shall not be left unattended and fax machines shall be in secure areas. Faxes shall contain a confidentiality statement notifying persons receiving faxes in error to destroy them. Fax numbers shall be verified with the intended recipient before sending the fax.
- f. ***Mailing.*** Mailings of DHCS PSCI shall be sealed and secured from damage or inappropriate viewing of PSCI to the extent possible. Mailings which include 500 or more individually identifiable records of DHCS PSCI in a single package shall be sent using a tracked mailing method which includes verification of delivery and receipt, unless the prior written permission of DHCS to use another method is obtained.

**Exhibit D**  
Information Confidentiality and Security Requirements

**E. Written Report.** The Contractor shall provide a written report of the investigation to the DHCS Program Contract Manager, the DHCS Privacy Officer, and the DHCS Information Security Officer, if all of the required information was not included in the DHCS Privacy Incident Report, within ten (10) working days of the discovery of the breach or unauthorized use or disclosure. The report shall include, but not be limited to, the information specified above, as well as a full, detailed corrective action plan, including information on measures that were taken to halt and/or contain the improper use or disclosure.

**F. Notification of Individuals.** The Contractor shall notify individuals of the breach or unauthorized use or disclosure when notification is required under state or federal law and shall pay any costs of such notifications, as well as any costs associated with the breach. The DHCS Program Contract Manager, the DHCS Privacy Officer, and the DHCS Information Security Officer shall approve the time, manner and content of any such notifications.

**7. Affect on lower tier transactions.** The terms of this Exhibit shall apply to all contracts, subcontracts, and subawards, regardless of whether they are for the acquisition of services, goods, or commodities. The Contractor shall incorporate the contents of this Exhibit into each subcontract or subaward to its agents, subcontractors, or independent consultants.

**8. Contact Information.** To direct communications to the above referenced DHCS staff, the Contractor shall initiate contact as indicated herein. DHCS reserves the right to make changes to the contact information below by giving written notice to the Contractor. Said changes shall not require an amendment to this Exhibit or the Agreement to which it is incorporated.

DHCS Program Contract Manager	DHCS Privacy Officer	DHCS Information Security Officer
See the Scope of Work exhibit for Program Contract Manager information	Privacy Officer c/o Office of Legal Services Department of Health Care Services P.O. Box 997413, MS 0011 Sacramento, CA 95899-7413  Email: <a href="mailto:privacyofficer@dhcs.ca.gov">privacyofficer@dhcs.ca.gov</a>  Telephone: (916) 445-4646	Information Security Officer DHCS Information Security Office P.O. Box 997413, MS 6400 Sacramento, CA 95899-7413  Email: <a href="mailto:iso@dhcs.ca.gov">iso@dhcs.ca.gov</a>  Telephone: ITSD Help Desk (916) 440-7000 or (800) 579-0874

**9. Audits and Inspections.** From time to time, DHCS may inspect the facilities, systems, books and records of the Contractor to monitor compliance with the safeguards required in the Information Confidentiality and Security Requirements (ICSR) exhibit. Contractor shall promptly remedy any violation of any provision of this ICSR exhibit. The fact that DHCS inspects, or fails to inspect, or has the right to inspect, Contractor's facilities, systems and procedures does not relieve Contractor of its responsibility to comply with this ICSR exhibit.

**EXHIBIT E-1**

**HIPAA Business Associate Addendum**

**1. Recitals.**

- A. A business associate relationship under 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"), 42 U.S.C. Section 17921 et seq., and their implementing privacy and security regulations at 45 CFR Parts 160 and 164 ("the HIPAA regulations") between Department and Contractor arises only to the extent that Contractor creates, receives, maintains, transmits, uses or discloses PHI or ePHI on the Department's behalf, or provides services, arranges, performs or assists in the performance of functions or activities on behalf of the Department that are included in the definition of "business associate" in 45 C.F.R. 160.103 where the provision of the service involves the disclosure of PHI or ePHI from the Department, including but not limited to, utilization review, quality assurance, or benefit management. To the extent Contractor performs these services, functions, and activities on behalf of Department, Contractor is the Business Associate of the Department, acting on the Department's behalf. The Department and Contractor are each a party to this Agreement and are collectively referred to as the "parties."
- B. The Department wishes to disclose to Contractor certain information pursuant to the terms of this Agreement, some of which may constitute Protected Health Information ("PHI"), including protected health information in electronic media ("ePHI"), under federal law, to be used or disclosed in the course of providing services and activities as set forth in Section 1.A. of Exhibit E-1 of this Agreement. This information is hereafter referred to as "Department PHI".
- C. The purpose of this Exhibit E-1 is to protect the privacy and security of the PHI and ePHI that may be created, received, maintained, transmitted, used or disclosed pursuant to this Agreement, and to comply with certain standards and requirements of HIPAA, the HITECH Act, and the HIPAA regulations, including, but not limited to, the requirement that the Department must enter into a contract containing specific requirements with Contractor prior to the disclosure of PHI to Contractor, as set forth in 45 CFR Parts 160 and 164 and the HITECH Act.

the provision of health care to an individual, that identifies the individual or where there is a reasonable basis to believe the information can be used to identify the individual, as set forth under 45 CFR Section 160.103.

H. Privacy Rule shall mean the HIPAA Regulations that are found at 45 CFR Parts 160 and 164, subparts A and E.

I. Protected Health Information (PHI) means individually identifiable health information that is transmitted by electronic media, maintained in electronic media, or is transmitted or maintained in any other form or medium, as set forth under 45 CFR Section 160.103 and as defined under HIPAA.

J. Required by law, as set forth under 45 CFR Section 164.103, means a mandate contained in law that compels an entity to make a use or disclosure of PHI that is enforceable in a court of law. This includes, but is not limited to, court orders and court-ordered warrants, subpoenas or summons issued by a court, grand jury, a governmental or tribal inspector general, or an administrative body authorized to require the production of information, and a civil or an authorized investigative demand. It also includes Medicare conditions of participation with respect to health care providers participating in the program, and statutes or regulations that require the production of information, including statutes or regulations that require such information if payment is sought under a government program providing public benefits.

K. Secretary means the Secretary of the U.S. Department of Health and Human Services ("HHS") or the Secretary's designee.

L. Security Incident means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of Department PHI, or confidential data utilized by Contractor to perform the services, functions and activities on behalf of Department as set forth in Section 1.A. of Exhibit E-1 of this Agreement; or interference with system operations in an information system that processes, maintains or stores Department PHI.

M. Security Rule shall mean the HIPAA regulations that are found at 45 CFR Parts 160 and 164.

N. Unsecured PHI shall have the meaning given to such term under the HITECH Act, 42 U.S.C. Section 17932(h), any guidance issued by the Secretary pursuant to such Act and the HIPAA regulations.

a health plan for payment or health care operations purposes if the Department PHI pertains solely to a health care item or service for which the health care provider involved has been paid out of pocket in full and the individual requests such restriction, in accordance with 42 U.S.C. Section 17935(a) and 45 CFR Section 164.522(a).

- 2) Contractor shall not directly or indirectly receive remuneration in exchange for Department PHI.

**D. Responsibilities of Contractor**

Contractor agrees:

- 1) **Nondisclosure.** Not to use or disclose Department PHI other than as permitted or required by this Agreement or as required by law, including but not limited to 42 CFR Part 2.
- 2) **Compliance with the HIPAA Security Rule.** To implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the Department PHI, including electronic PHI, that it creates, receives, maintains, uses or transmits on behalf of the Department, in compliance with 45 CFR Sections 164.308, 164.310 and 164.312, and to prevent use or disclosure of Department PHI other than as provided for by this Agreement. Contractor shall implement reasonable and appropriate policies and procedures to comply with the standards, implementation specifications and other requirements of 45 CFR Section 164, subpart C, in compliance with 45 CFR Section 164.316. Contractor shall develop and maintain a written information privacy and security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of the Contractor's operations and the nature and scope of its activities, and which incorporates the requirements of section 3, Security, below. Contractor will provide the Department with its current and updated policies upon request.
- 3) **Security.** Contractor shall take any and all steps necessary to ensure the continuous security of all computerized data systems containing PHI and/or PI, and to protect paper documents containing PHI and/or PI. These steps shall include, at a minimum:
  - a. Complying with all of the data system security precautions listed in Attachment A, Data Security Requirements;
  - b. Achieving and maintaining compliance with the HIPAA

- b. In accordance with 45 CFR Section 164.504(e)(1)(ii), upon Contractor's knowledge of a material breach or violation by its subcontractor of the agreement between Contractor and the subcontractor, Contractor shall:
    - i) Provide an opportunity for the subcontractor to cure the breach or end the violation and terminate the agreement if the subcontractor does not cure the breach or end the violation within the time specified by the Department; or
    - ii) Immediately terminate the agreement if the subcontractor has breached a material term of the agreement and cure is not possible.
- 8) **Availability of Information to the Department and Individuals to Provide Access and Information:**
  - a. To provide access as the Department may require, and in the time and manner designated by the Department (upon reasonable notice and during Contractor's normal business hours) to Department PHI in a Designated Record Set, to the Department (or, as directed by the Department), to an Individual, in accordance with 45 CFR Section 164.524. Designated Record Set means the group of records maintained for the Department health plan under this Agreement that includes medical, dental and billing records about individuals; enrollment, payment, claims adjudication, and case or medical management systems maintained for the Department health plan for which Contractor is providing services under this Agreement; or those records used to make decisions about individuals on behalf of the Department. Contractor shall use the forms and processes developed by the Department for this purpose and shall respond to requests for access to records transmitted by the Department within fifteen (15) calendar days of receipt of the request by producing the records or verifying that there are none.
  - b. If Contractor maintains an Electronic Health Record with PHI, and an individual requests a copy of such information in an electronic format, Contractor shall provide such information in an electronic format to enable the Department to fulfill its obligations under the HITECH

reasonably believed to have been, accessed or acquired by an unauthorized person. (2) To notify the Department **within 24 hours (one hour if SSA data) by email or fax** of the discovery of any suspected security incident, intrusion or unauthorized access, use or disclosure of PHI in violation of this Agreement or this Exhibit E-1; or potential loss of confidential data affecting this Agreement. A breach shall be treated as discovered by Contractor as of the first day on which the breach is known, or by exercising reasonable diligence would have been known, to any person (other than the person committing the breach) who is an employee, officer or other agent of Contractor.

Notice shall be provided to the Information Protection Unit, Office of HIPAA Compliance. If the incident occurs after business hours or on a weekend or holiday and involves electronic PHI, notice shall be provided by calling the Information Protection Unit (916.445.4646, 866-866-0602) or by emailing [privacyofficer@dhcs.ca.gov](mailto:privacyofficer@dhcs.ca.gov)). Notice shall be made using the DHCS "Privacy Incident Report" form, including all information known at the time. Contractor shall use the most current version of this form, which is posted on the DHCS Information Security Officer website ([www.dhcs.ca.gov](http://www.dhcs.ca.gov), then select "Privacy" in the left column and then "Business Partner" near the middle of the page) or use this link:

<http://www.dhcs.ca.gov/formsandpubs/laws/priv/Pages/DHCSBusinessAssociatesOnly.aspx>

Upon discovery of a breach or suspected security incident, intrusion or unauthorized access, use or disclosure of Department PHI, Contractor shall take:

- i) Prompt corrective action to mitigate any risks or damages involved with the breach and to protect the operating environment; and
  
- ii) Any action pertaining to such unauthorized disclosure required by applicable Federal and State laws and regulations.

unsecured Department PHI involves more than 500 residents of the State of California or under its jurisdiction, Contractor shall first notify DHCS, then the Secretary of the breach immediately upon discovery of the breach. If a breach involves more than 500 California residents, Contractor shall also provide, after obtaining written prior approval of DHCS, notice to the Attorney General for the State of California, Privacy Enforcement Section. If Contractor has reason to believe that duplicate reporting of the same breach or incident may occur because its subcontractors, agents or vendors may report the breach or incident to the Department in addition to Contractor, Contractor shall notify the Department, and the Department and Contractor may take appropriate action to prevent duplicate reporting.

- e. **Responsibility for Notification of Affected Individuals.** If the cause of a breach of Department PHI is attributable to Contractor or its agents, subcontractors or vendors and notification of the affected individuals is required under state or federal law, Contractor shall bear all costs of such notifications as well as any costs associated with the breach. In addition, the Department reserves the right to require Contractor to notify such affected individuals, which notifications shall comply with the requirements set forth in 42U.S.C. section 17932 and its implementing regulations, including, but not limited to, the requirement that the notifications be made without unreasonable delay and in no event later than 60 calendar days after discovery of the breach. The Department Privacy Officer shall approve the time, manner and content of any such notifications and their review and approval must be obtained before the notifications are made. The Department will provide its review and approval expeditiously and without unreasonable delay.
- f. **Department Contact Information.** To direct communications to the above referenced Department staff, the Contractor shall initiate contact as indicated herein. The Department reserves the right to make changes to the contact information below by giving written notice to the Contractor. Said changes shall not require an amendment to this Addendum or the Agreement to which it is incorporated.

Individual to use or disclose Department PHI, if such changes affect the Contractor's permitted or required uses and disclosures.

- 2) **Notification of Restrictions.** Notify the Contractor of any restriction to the use or disclosure of Department PHI that the Department has agreed to in accordance with 45 CFR Section 164.522, to the extent that such restriction may affect the Contractor's use or disclosure of PHI.
- 3) **Requests Conflicting with HIPAA Rules.** Not request the Contractor to use or disclose Department PHI in any manner that would not be permissible under the HIPAA regulations if done by the Department.
- 4) **Notice of Privacy Practices.** Provide Contractor with the web link to the Notice of Privacy Practices that DHCS produces in accordance with 45 CFR Section 164.520, as well as any changes to such notice. Visit the DHCS website to view the most current Notice of Privacy Practices at:  
<http://www.dhcs.ca.gov/formsandpubs/laws/priv/Pages/NoticeofPrivacyPractices.aspx> or the DHCS website at [www.dhcs.ca.gov](http://www.dhcs.ca.gov) (select "Privacy in the right column and "Notice of Privacy Practices" on the right side of the page).

#### **F. Audits, Inspection and Enforcement**

If Contractor is the subject of an audit, compliance review, or complaint investigation by the Secretary or the Office for Civil Rights, U.S. Department of Health and Human Services, that is related to the performance of its obligations pursuant to this HIPAA Business Associate Exhibit E-1, Contractor shall immediately notify the Department. Upon request from the Department, Contractor shall provide the Department with a copy of any Department PHI that Contractor, as the Business Associate, provides to the Secretary or the Office of Civil Rights concurrently with providing such PHI to the Secretary. Contractor is responsible for any civil penalties assessed due to an audit or investigation of Contractor, in accordance with 42 U.S.C. Section 17934(c).

#### **G. Termination.**

- 1) **Term.** The Term of this Exhibit E-1 shall extend beyond the termination of the Agreement and shall terminate when all Department PHI is destroyed or returned to the Department, in accordance with 45 CFR Section 164.504(e)(2)(ii)(J).
- 2) **Termination for Cause.** In accordance with 45 CFR Section

## EXHIBIT E-2

### Privacy and Security of Personal Information and Personally Identifiable Information Not Subject to HIPAA

#### 1. Recitals.

- A. In addition to the Privacy and Security Rules under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) the Department is subject to various other legal and contractual requirements with respect to the personal information (PI) and personally identifiable information (PII) it maintains. These include:
  - 1) The California Information Practices Act of 1977 (California Civil Code §§1798 et seq.).
  - 2) The Agreement between the Social Security Administration (SSA) and the Department, known as the Information Exchange Agreement (IEA), which incorporates the Computer Matching and Privacy Protection Act Agreement (CMPPA) between the SSA and the California Health and Human Services Agency. The IEA, including the CMPPA is attached to this Exhibit E as Attachment B and is hereby incorporated in this Agreement.
  - 3) Title 42 Code of Federal Regulations, Chapter I, Subchapter A, Part 2.
- B. The purpose of this Exhibit E-2 is to set forth Contractor's privacy and security obligations with respect to PI and PII that Contractor may create, receive, maintain, use, or disclose for or on behalf of Department pursuant to this Agreement. Specifically this Exhibit applies to PI and PII which is not Protected Health Information (PHI) as defined by HIPAA and therefore is not addressed in Exhibit E-1 of this Agreement, the HIPAA Business Associate Addendum; however, to the extent that data is both PHI or ePHI and PII, both Exhibit E-1 and this Exhibit E-2 shall apply.
- C. The IEA Agreement referenced in A.2) above requires the Department to extend its substantive privacy and security terms to subcontractors who receive data provided to DHCS by the Social Security Administration. If Contractor receives data from DHCS that includes data provided to DHCS by the Social Security Administration, Contractor must comply with the following specific sections of the IEA Agreement: E. Security Procedures, F. Contractor/Agent Responsibilities, and G. Safeguarding and Reporting Responsibilities for Personally Identifiable Information ("PII"), and in Attachment 4 to the IEA, Electronic Information Exchange Security Requirements, Guidelines and Procedures for Federal, State and Local Agencies Exchanging Electronic Information with the Social Security Administration. Contractor must also ensure that any agents, including a

- H. "Personal Information" (PI) shall have the meaning given to such term in California Civil Code Section 1798.3(a).
- I. "Required by law" means a mandate contained in law that compels an entity to make a use or disclosure of PI or PII that is enforceable in a court of law. This includes, but is not limited to, court orders and court-ordered warrants, subpoenas or summons issued by a court, grand jury, a governmental or tribal inspector general, or an administrative body authorized to require the production of information, and a civil or an authorized investigative demand. It also includes Medicare conditions of participation with respect to health care providers participating in the program, and statutes or regulations that require the production of information, including statutes or regulations that require such information if payment is sought under a government program providing public benefits.
- J. "Security Incident" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of PI, or confidential data utilized in complying with this Agreement; or interference with system operations in an information system that processes, maintains or stores PI.

### **3. Terms of Agreement**

#### **A. Permitted Uses and Disclosures of Department PI and PII by Contractor**

Except as otherwise indicated in this Exhibit E-2, Contractor may use or disclose Department PI only to perform functions, activities or services for or on behalf of the Department pursuant to the terms of this Agreement provided that such use or disclosure would not violate the California Information Practices Act (CIPA) if done by the Department.

#### **B. Responsibilities of Contractor**

Contractor agrees:

- 1) **Nondisclosure.** Not to use or disclose Department PI or PII other than as permitted or required by this Agreement or as required by applicable state and federal law.
- 2) **Safeguards.** To implement appropriate and reasonable administrative, technical, and physical safeguards to protect the security, confidentiality and integrity of Department PI and PII, to protect against anticipated threats or hazards to the security or integrity of Department PI and PII, and to prevent use or disclosure

- 4) **Mitigation of Harmful Effects.** To mitigate, to the extent practicable, any harmful effect that is known to Contractor or a use or disclosure of Department PI or PII by Contractor or its subcontractors in violation of this Exhibit E-2.
- 5) **Contractor's Agents and Subcontractors.** To impose the same restrictions and conditions set forth in this Exhibit E-2 on any subcontractors or other agents with whom Contractor subcontracts any activities under this Agreement that involve the disclosure of Department PI or PII to the subcontractor.
- 6) **Availability of Information to DHCS.** To make Department PI and PII available to the Department for purposes of oversight, inspection, amendment, and response to requests for records, injunctions, judgments, and orders for production of Department PI and PII. If Contractor receives Department PII, upon request by DHCS, Contractor shall provide DHCS with a list of all employees, contractors and agents who have access to Department PII, including employees, contractors and agents of its subcontractors and agents.
- 7) **Cooperation with DHCS.** With respect to Department PI, to cooperate with and assist the Department to the extent necessary to ensure the Department's compliance with the applicable terms of the CIPA including, but not limited to, accounting of disclosures of Department PI, correction of errors in Department PI, production of Department PI, disclosure of a security breach involving Department PI and notice of such breach to the affected individual(s).
- 8) **Confidentiality of Alcohol and Drug Abuse Patient Records.** Contractor agrees to comply with all confidentiality requirements set forth in Title 42 Code of Federal Regulations, Chapter I, Subchapter A, Part 2. Contractor is aware that criminal penalties may be imposed for a violation of these confidentiality requirements.
- 9) **Breaches and Security Incidents.** During the term of this Agreement, Contractor agrees to implement reasonable systems for the discovery and prompt reporting of any breach or security incident, and to take the following steps:
  - a. **Initial Notice to the Department.** (1) To notify the Department **immediately by telephone call or email or fax** upon the discovery of a breach of unsecured Department PI or PII in electronic media or in any other media if the PI or PII was, or is reasonably believed to have been, accessed or acquired

PHI. Within 72 hours of the discovery, Contractor shall submit an updated "Privacy Incident Report" containing the information marked with an asterisk and all other applicable information listed on the form, to the extent known at that time, to the Department Information Security Officer.

- e. **Complete Report.** To provide a complete report of the investigation to the Department Program Contract Manager and the Information Protection Unit within ten (10) working days of the discovery of the breach or unauthorized use or disclosure. The report shall be submitted on the "Privacy Incident Report" form and shall include an assessment of all known factors relevant to a determination of whether a breach occurred. The report shall also include a full, detailed corrective action plan, including information on measures that were taken to halt and/or contain the improper use or disclosure. If the Department requests information in addition to that listed on the "Privacy Incident Report" form, Contractor shall make reasonable efforts to provide the Department with such information. If, because of the circumstances of the incident, Contractor needs more than ten (10) working days from the discovery to submit a complete report, the Department may grant a reasonable extension of time, in which case Contractor shall submit periodic updates until the complete report is submitted. If necessary, a Supplemental Report may be used to submit revised or additional information after the completed report is submitted, by submitting the revised or additional information on an updated "Privacy Incident Report" form. The Department will review and approve the determination of whether a breach occurred and whether individual notifications and a corrective action plan are required.
- f. **Responsibility for Reporting of Breaches.** If the cause of a breach of Department PI or PII is attributable to Contractor or its agents, subcontractors or vendors, Contractor is responsible for all required reporting of the breach as specified in CIPA, section 1798.29 and as may be required under the IEA. Contractor shall bear all costs of required notifications to individuals as well as any costs associated with the breach. The Privacy Officer shall approve the time, manner and content of any such notifications and their review and approval must be obtained before the notifications are made. The Department will provide its review and approval expeditiously and without unreasonable delay.

### EXHIBIT E-3

#### Miscellaneous Terms and Conditions

##### Applicable to Exhibit E

- 1) **Disclaimer.** The Department makes no warranty or representation that compliance by Contractor with this Exhibit E, HIPAA or the HIPAA regulations will be adequate or satisfactory for Contractor's own purposes or that any information in Contractor's possession or control, or transmitted or received by Contractor, is or will be secure from unauthorized use or disclosure. Contractor is solely responsible for all decisions made by Contractor regarding the safeguarding of the Department PHI, PI and PII.
- 2) **Amendment.** The parties acknowledge that federal and state laws relating to electronic data security and privacy are rapidly evolving and that amendment of this Exhibit E 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, and the HIPAA regulations, and other applicable state and federal laws. Upon either party's request, the other party agrees to promptly enter into negotiations concerning an amendment to this Exhibit E embodying written assurances consistent with the standards and requirements of HIPAA, the HITECH Act, and the HIPAA regulations, and other applicable state and federal laws. The Department may terminate this Agreement upon thirty (30) days written notice in the event:
  - a) Contractor does not promptly enter into negotiations to amend this Exhibit E when requested by the Department pursuant to this section; or
  - b) Contractor does not enter into an amendment providing assurances regarding the safeguarding of Department PHI that the Department deems is necessary to satisfy the standards and requirements of HIPAA and the HIPAA regulations.
- 3) **Judicial or Administrative Proceedings.** Contractor will notify the Department if it is named as a defendant in a criminal proceeding for a violation of HIPAA or other security or privacy law. The Department may terminate this Agreement if Contractor is found guilty of a criminal violation of HIPAA. The Department may terminate this Agreement if a finding or stipulation that the Contractor has violated any standard or requirement of HIPAA, or other security or privacy laws is made in any administrative or civil proceeding in which the Contractor is a party or has been joined.

- 10) **No Waiver of Obligations.** No change, waiver or discharge of any liability or obligation hereunder on any one or more occasions shall be deemed a waiver of performance of any continuing or other obligation, or shall prohibit enforcement of any obligation, on any other occasion.
- 11) **Audits, Inspection and Enforcement.** From time to time, and subject to all applicable federal and state privacy and security laws and regulations, the Department may conduct a reasonable inspection of the facilities, systems, books and records of Contractor to monitor compliance with this Exhibit E. Contractor shall promptly remedy any violation of any provision of this Exhibit E. The fact that the Department inspects, or fails to inspect, or has the right to inspect, Contractor's facilities, systems and procedures does not relieve Contractor of its responsibility to comply with this Exhibit E. The Department's failure to detect a non-compliant practice, or a failure to report a detected non-compliant practice to Contractor does not constitute acceptance of such practice or a waiver of the Department's enforcement rights under this Agreement, including this Exhibit E.
- 12) **Due Diligence.** Contractor shall exercise due diligence and shall take reasonable steps to ensure that it remains in compliance with this Exhibit E and is in compliance with applicable provisions of HIPAA, the HITECH Act and the HIPAA regulations, and other applicable state and federal law, and that its agents, subcontractors and vendors are in compliance with their obligations as required by this Exhibit E.
- 13) **Term.** The Term of this Exhibit E-1 shall extend beyond the termination of the Agreement and shall terminate when all Department PHI is destroyed or returned to the Department, in accordance with 45 CFR Section 164.504(e)(2)(ii)(I), and when all Department PI and PII is destroyed in accordance with Attachment A.
- 14) **Effect of Termination.** Upon termination or expiration of this Agreement for any reason, Contractor shall return or destroy all Department PHI, PI and PII that Contractor still maintains in any form, and shall retain no copies of such PHI, PI or PII. If return or destruction is not feasible, Contractor shall notify the Department of the conditions that make the return or destruction infeasible, and the Department and Contractor shall determine the terms and conditions under which Contractor may retain the PHI, PI or PII. Contractor shall continue to extend the protections of this Exhibit E to such Department PHI, PI and PII, and shall limit further use of such data to those purposes that make the return or destruction of such data infeasible. This provision shall apply to Department PHI, PI and PII that is in the possession of subcontractors or agents of Contractor.

- B. **Server Security.** Servers containing unencrypted Department PHI or PI must have sufficient administrative, physical, and technical controls in place to protect that data, based upon a risk assessment/system security review.
- C. **Minimum Necessary.** Only the minimum necessary amount of Department PHI or PI required to perform necessary business functions may be copied, downloaded, or exported.
- D. **Removable media devices.** All electronic files that contain Department PHI or PI data must be encrypted when stored on any removable media or portable device (i.e. USB thumb drives, floppies, CD/DVD, Blackberry, backup tapes etc.). Encryption must be a FIPS 140-2 certified algorithm which is 128bit or higher, such as AES.
- E. **Antivirus software.** All workstations, laptops and other systems that process and/or store Department PHI or PI must install and actively use comprehensive anti-virus software solution with automatic updates scheduled at least daily.
- F. **Patch Management.** All workstations, laptops and other systems that process and/or store Department PHI or PI must have critical security patches applied, with system reboot if necessary. There must be a documented patch management process which determines installation timeframe based on risk assessment and vendor recommendations. At a maximum, all applicable patches must be installed within 30 days of vendor release. Applications and systems that cannot be patched within this time frame due to significant operational reasons must have compensatory controls implemented to minimize risk until the patches can be installed. Applications and systems that cannot be patched must have compensatory controls implemented to minimize risk, where possible.
- G. **User IDs and Password Controls.** All users must be issued a unique user name for accessing Department PHI or PI. Username must be promptly disabled, deleted, or the password changed upon the transfer or termination of an employee with knowledge of the password. Passwords are not to be shared. Passwords must be at least eight characters and must be a non-dictionary word. Passwords must not be stored in readable format on the computer. Passwords must be changed at least every 90 days, preferably every 60 days. Passwords must be changed if revealed or compromised. Passwords must be composed of characters from at least three of the following four groups from the standard keyboard:
  - 1) Upper case letters (A-Z)
  - 2) Lower case letters (a-z)
  - 3) Arabic numerals (0-9)

### **3. Audit Controls**

- A. **System Security Review.** Contractor must ensure audit control mechanisms that record and examine system activity are in place. All systems processing and/or storing Department PHI or PI must have at least an annual system risk assessment/security review which provides assurance that administrative, physical, and technical controls are functioning effectively and providing adequate levels of protection. Reviews should include vulnerability scanning tools.
- B. **Log Reviews.** All systems processing and/or storing Department PHI or PI must have a routine procedure in place to review system logs for unauthorized access.
- C. **Change Control.** All systems processing and/or storing Department PHI or PI must have a documented change control procedure that ensures separation of duties and protects the confidentiality, integrity and availability of data.

### **4. Business Continuity / Disaster Recovery Controls**

- A. **Emergency Mode Operation Plan.** Contractor must establish a documented plan to enable continuation of critical business processes and protection of the security of Department PHI or PI held in an electronic format in the event of an emergency. Emergency means any circumstance or situation that causes normal computer operations to become unavailable for use in performing the work required under this Agreement for more than 24 hours.
- B. **Data Backup Plan.** Contractor must have established documented procedures to backup Department PHI to maintain retrievable exact copies of Department PHI or PI. The plan must include a regular schedule for making backups, storing backups offsite, an inventory of backup media, and an estimate of the amount of time needed to restore Department PHI or PI should it be lost. At a minimum, the schedule must be a weekly full backup and monthly offsite storage of Department data.

### **5. Paper Document Controls**

- A. **Supervision of Data.** Department PHI or PI in paper form shall not be left unattended at any time, unless it is locked in a file cabinet, file room, desk or office. Unattended means that information is not being observed by an employee authorized to access the information. Department PHI or PI in paper form shall not be left unattended at any time in vehicles or planes and shall not be checked in baggage on commercial airplanes.

2A5

## PLUMAS COUNTY BEHAVIORAL HEALTH SERVICES

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

---

Tony Hobson Ph.D., Director



DATE: August 10, 2021

TO: Honorable Board of Supervisors

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

SUBJECT: Consent Agenda

*Shelley Evans  
for*

### Recommendation

1. It is respectfully requested the Board of Supervisors approve and authorize the board chair to sign a \$916,386.00 Agreement with Environmental Alternatives.

### **BACKGROUND AND DISCUSSION:**

1. The \$916,386.00 Agreement is with Environmental Alternatives. Behavioral Health partners with E.A. to provide mental health and specialty services to qualifying participants in reducing inpatient hospitalization days, homelessness, incarceration days, and emergency room visits. EA provides jail based mental health services, including assessments, treatment, and transitional planning from the jail to the community. EA will also provide Transitional Sober Living Environment housing for co-occurring individuals. This agreement has been approved to form by County Counsel. Services are paid out of the Mental Health Services Act.

**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.



2B1

## BOARD OF SUPERVISORS STAFF REPORT

**TO:** Honorable Board of Supervisors

**FROM:** Tracey Ferguson, AICP, Planning Director *T.F.*

**MEETING DATE:** August 10, 2021

**SUBJECT:** CONSENT ITEM: Services Agreement between Plumas County and Hinman and Associates Consulting, Inc. for administrative services in support of DWR Proposition 1 Round 1 IRWM Grant Program

### STAFF RECOMMENDATION:

Approve and authorize Chair to sign Services Agreement between Plumas County and Hinman and Associates Consulting, Inc. for administrative services in support of DWR Proposition 1 Round 1 IRWM Grant Program not to exceed \$57,500; approved as to form by County Counsel

### BACKGROUND:

Department of Water Resources of the State of California (DWR) has executed a Grant Agreement with the County, executed April 6, 2021, to provide funding from the Water Quality, Supply, and Infrastructure Improvement Act of 2014 (Proposition 1) to assist in financing projects included in and implemented under the Upper Feather River Integrated Regional Water Management Plan pursuant to Chapter 7, Regional Water Security, Climate, and Drought Preparedness (California Water Code Sec. 79740).

The total DWR Proposition 1 Grant Agreement funding is \$1,002,536 and includes:

- Grant Administration \$70,876 (Hinman and Associates Consulting, Inc. and Plumas County Planning Department)
- Project 1 – Alternative Water Source Development \$627,660 (Local Project Sponsor: Sierraville Public Utility District)
- Project 2 – Community/Emergency Water Storage Tank \$304,000 (Local Project Sponsor: Indian Valley Community Services District)

### DISCUSSION:

Under the not to exceed \$57,500 Services Agreement, Hinman and Associates Consulting Inc. will comply with all of the requirements and obligations under the DWR Grant Agreement to provide grant administrative services for Plumas including grant coordination with the County, DWR, and Local Project Sponsors; quarterly invoicing and reporting, advanced payment invoicing and reporting, project completion reports, and grant completion report.

The balance of the Grant Administration funding of \$13,376 (approximately 150 hours) will be utilized by the Planning Department for administrative time including grant coordination, invoicing, and reporting.

### ATTACHMENT:

1. Services Agreement between County of Plumas and Hinman and Associates Consulting, Inc. under the Proposition 1 Round 1 Integrated Regional Water Management Implementation Grant

## 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 Planning Department (hereinafter referred to as "County"), and Hinman and Associates Consulting, Inc., a California Corporation (hereinafter referred to as "Contractor").

The parties agree as follows:

1. Scope of Work. Contractor shall provide the County with services as set forth in Exhibit A, attached hereto, and in accordance with the Grant Agreement (Exhibit C) by and between the Department of Water Resources of the State of California ("DWR") and the County.
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 Seven Thousand-Five Hundred Dollars (\$57,500).
3. Term. The term of this agreement shall be from June 27, 2020 through December 31, 2024, unless terminated earlier as provided herein. County's Board of Supervisors hereby ratifies, and approves for payment, services provided by Hinman and Associates Consulting, Inc. from June 27, 2020, to date of approval of this Agreement by the Board of Supervisors.
4. Termination. Either party may terminate this agreement by giving thirty (30) days written notice to the other party.
5. Non-Appropriation of Funds. It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, the County shall have no liability to pay any further funds whatsoever to Contractor or furnish any other consideration under this Agreement and Contractor shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either cancel this Agreement with no further liability incurring to the County, or offer an amendment to Contractor to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution. Contractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.
6. Warranty and Legal Compliance. The services provided under this Agreement are non-exclusive and shall be completed promptly and competently. Contractor shall guarantee all parts and labor for a period of one year following the expiration of the term of this Agreement unless otherwise specified in Exhibit A. Contractor agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.

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

- 1 -

CONTRACTOR INITIALS LL

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

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

CONTRACTOR INITIALS 160

- 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.

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

CONTRACTOR INITIALS JCH

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

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

- 4 -

CONTRACTOR INITIALS LL

County:

Planning Department  
County of Plumas  
555 Main Street  
Quincy, CA 95971  
Attention: Tracey Ferguson, Planning Director  
traceyferguson@countyofplumas.com  
530-283-6214

*Contractor:*

Hinman and Associates Consulting, Inc.  
P.O. Box 1251  
Cedar Ridge, CA 95924  
Attention: Uma Hinman, President  
uhinman@comcast.net  
916-813-0818

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

**COUNTY INITIALS**

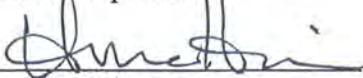
- 5 -

CONTRACTOR INITIALS LLB

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

**CONTRACTOR:**

Hinman and Associates Consulting, Inc., a California Corporation

By:   
Name: Uma Hinman  
Title: President  
Date signed: 7/29/2021

**COUNTY:**

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

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

**ATTEST:**

Heidi Putnam  
Clerk of the Board

Approved as to form:



7/29/2021

Gretchen Stuhr  
Plumas County Counsel

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

- 6 -

CONTRACTOR INITIALS UH

## EXHIBIT A

### Scope of Work

#### Task 1: Grant Coordination

Contractor shall coordinate with County, DWR, and Local Project Sponsors (LPS) to implement the Grant Agreement (Exhibit C).

*Deliverables: including but not limited to emails, phone calls, and meetings for the duration of fifty-four (54) months.*

#### Task 2: Quarterly Invoicing & Reporting

Contractor shall coordinate with the County and LPS to prepare quarterly invoices and progress reports to meet DWR's requirements for disbursement of funds.

Progress Reports shall, in part, provide a brief description of the work performed, the LPS activities, any County activities, milestones achieved, any accomplishments and any problems encountered in the performance of the work during the reporting period.

The first Progress Report must accompany an invoice and shall be submitted to DWR within 60 days following the end of the calendar quarter (i.e., invoices due to DWR May 30, August 29, November 29, and March 1).

LPS shall submit invoices to Contractor no later than 30 days (i.e., April 29, July 29, October 31, January 31) following the end of the calendar quarter.

Activities include:

- Prepare invoice spreadsheet forms provided for projects with costs for the specific time period for the invoice.
- Prepare tracking by task/sub-task for LPS as well as any in-kind services (other cost share).
- Coordinate and submit accurate back-up documentation (e.g., pay stubs to document labor/overhead rates, etc.) to support the invoices. Back-up documentation for LPS invoices shall be reviewed for consistency with the work task scope, schedule/time period.
- Upload quarterly progress reports and invoices with all supporting materials to the DWR GRANTS Portal and notify DWR of the upload.
- Work with DWR, County, and LPS to prepare, submit, and track payment of quarterly invoices by DWR and payment of LPS invoices. Report forms shall be provided by County to Contractor.

*Deliverables: fifteen (15) quarterly invoices and progress reports for work accomplished during the invoice time period, per DWR forms and requirements.*

#### Task 3: Advanced Payment Invoicing & Reporting

Contractor shall coordinate with the LPS to collect and process Advanced Payment (AP) invoices for County disbursement consistent with the provisions in the Grant Agreement Paragraph 9 ("Advanced Payment").

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

CONTRACTOR INITIALS LLC

The LPS shall submit AP invoices to Contractor on a monthly basis, due the first of the month or no later than the fifth day, including all supporting invoice documentation, project progress, and monitoring information necessary to comply with the submission of Grant Agreement reports (Paragraph 14 "Submission of Reports") required for County to obtain reimbursement from DWR. Report forms shall be provided by County to Contractor.

Each quarter Contractor shall prepare an Accountability Report in accordance with Grant Agreement Paragraph 9 Section D.iv. for County review and submittal to DWR.

Activities include:

- Prepare AP invoice spreadsheet forms provided for projects with costs for the specific time period for the invoice.
- Prepare tracking by task/sub-task for LPS as well as any in-kind (other cost share) services.
- Coordinate and organize accurate back-up documentation (e.g., pay stubs to document labor/overhead rates, etc.) to support the invoices. Back-up documentation for LPS invoices shall be reviewed for consistency with the work task scope, schedule/time period and approved AP Request.
- Work with County and the LPS to prepare, submit, and track payment of AP invoices and payments.
- Prepare and upload quarterly Accountability Reports with all supporting materials to the GRANTS Portal.

*Deliverables: up to twelve (12) invoices and four (4) quarterly Accountability Reports for work accomplished under the AP Request, per DWR forms and requirements.*

#### **Task 4: Project Completion Report**

Contractor shall prepare a draft and final Project Completion Report template and coordinate with each LPS to complete the two (2) reports for projects included in the Grant Agreement.

The draft Project Completion Reports shall be provided to the County for review and to DWR for an initial review prior to uploading to the GRANTS Portal.

Project Completion Reports shall be provided to DWR within ninety (90) calendar days of Project completion as outlined in Exhibit F of the Grant Agreement.

*Deliverables: two (2) draft and two (2) final Project Completion Reports; one for each project.*

#### **Task 5: Grant Completion Report**

Contractor shall coordinate and prepare the draft and final Grant Completion Report upon completion of the two (2) Projects.

The draft Grant Completion Report shall be provided to the County for review and to DWR for an initial review prior to uploading to the GRANTS Portal.

The Grant Completion Report shall be submitted within ninety (90) calendar days of submitting the Completion Report, as outlined in Exhibits A and F of the Grant Agreement.

*Deliverables: one (1) draft and one (1) final Grant Completion Report.*

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

**EXHIBIT B**

**Fee Schedule**

Compensation shall not exceed \$57,500 for work under this contract.

<b>Task</b>		<b>Unit</b>	<b>Subtotal</b>
1	Grant Coordination	54 Months	\$18,000
2	Quarterly Invoicing and Reporting	15 Quarters	\$24,300
3	AP Invoicing and Reporting	12 Months / 4 Quarters	\$5,300
4	Project Completion Reports	2 Reports / 1 per Project	5,400
5	Grant Completion Report	1 Grant Report	4,500
		<b>Total:</b>	<b>\$57,500</b>

Contractor shall submit an invoice to County on a quarterly basis.

**Hourly Rates:**

Principal	\$90.00/hour
Planner/Analyst	\$78.00/hour
Assistant Planner	\$40.00/hour

**Sub-Consultants:**

Hinman and Associates Consulting, Inc. charges a five percent (5%) administrative fee on all sub-consultant labor.

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

CONTRACTOR INITIALS LL

**EXHIBIT C**

**GRANT AGREEMENT**

**BETWEEN THE STATE OF CALIFORNIA (DEPARTMENT OF WATER  
RESOURCES)**

**AND**

**COUNTY OF PLUMAS**

**AGREEMENT NUMBER 4600013818**

**PROPOSITION 1 ROUND 1 INTEGRATED REGIONAL WATER MANAGEMENT  
(IRWM) IMPLEMENTATION GRANT**

**EXECUTED APRIL 6, 2021**

       COUNTY INITIALS

- 10 -

CONTRACTOR INITIALS LL



## BOARD OF SUPERVISORS STAFF REPORT

**TO:** Honorable Board of Supervisors  
**FROM:** Tracey Ferguson, AICP, Planning Director *T.F.*  
**MEETING DATE:** August 10, 2021  
**SUBJECT:** CONSENT ITEM: Funding Agreement between Plumas County and Sierraville Public Utility District for DWR Proposition 1 Round 1 IRWM Grant Program

### **STAFF RECOMMENDATION:**

Approve and authorize Chair to sign Funding Agreement not to exceed \$627,660 between Plumas County and Sierraville Public Utility District for DWR Proposition 1 Round 1 IRWM Grant Program Local Project Sponsor's Project Entitled Alternative Water Source Development; approved as to form by County Counsel

### **BACKGROUND:**

Department of Water Resources of the State of California (DWR) has executed a Grant Agreement with the County, executed April 6, 2021, to provide funding from the Water Quality, Supply, and Infrastructure Improvement Act of 2014 (Proposition 1) to assist in financing projects included in and implemented under the Upper Feather River Integrated Regional Water Management Plan pursuant to Chapter 7, Regional Water Security, Climate, and Drought Preparedness (California Water Code Sec. 79740).

The total DWR Proposition 1 Grant Agreement funding is \$1,002,536 and includes:

- Grant Administration \$70,876 (Hinman and Associates Consulting, Inc. and Plumas County Planning Department)
- Project 1 – Alternative Water Source Development \$627,660 (Sierraville Public Utility District)
- Project 2 – Community/Emergency Water Storage Tank \$304,000 (Indian Valley Community Services District)

### **DISCUSSION:**

The Sierraville Public Utility District (SPUD) is one of two Local Project Sponsor's under the DWR Grant Agreement, with the Alternative Water Source Development (Project 1).

Under the not to exceed \$627,660 Funding Agreement, SPUD must comply with all of the requirements and obligations of a Local Project Sponsor under the DWR Grant Agreement, including completion of the Project 1 (Alternative Water Source Development) work plan within the grant budget and timeframe.

### **ATTACHMENT:**

1. Funding Agreement between County of Plumas and Sierraville Public Utility District under the Proposition 1 Round 1 Integrated Regional Water Management Implementation Grant

## FUNDING AGREEMENT

COUNTY OF PLUMAS AND SIERRAVILLE PUBLIC UTILITY DISTRICT

### PROPOSITION 1 ROUND 1 INTEGRATED REGIONAL WATER MANAGEMENT IMPLEMENTATION GRANT

This FUNDING AGREEMENT is entered into by and between the County of Plumas ("County") and Sierraville Public Utility District, a local government special district ("Contractor" or "Local Project Sponsor"), or collectively the PARTIES.

#### A. PURPOSE:

Department of Water Resources of the State of California ("State" or "DWR") has executed Grant Agreement Number 4600013818 ("Grant Agreement") with the County to provide funding from the Water Quality, Supply, and Infrastructure Improvement Act of 2014 ("Proposition 1") to assist in financing projects included in and implemented under the Upper Feather River ("UFR") Integrated Regional Water Management Plan ("IRWM Plan") pursuant to Chapter 7, Regional Water Security, Climate, and Drought Preparedness (California Water Code Sec. 79740). The Local Project Sponsor's Grant Agreement project is entitled Alternative Water Source Development ("Project 1").

#### B. CONTRACTOR SHALL:

1. Comply with all of the requirements and obligations of a Local Project Sponsor under the Grant Agreement (Attachment 1 to this Funding Agreement), including all paragraphs and Exhibits as attached and made a part of the Grant Agreement.
2. Complete Project 1 Work Plan tasks as described in the Grant Agreement (Exhibit A).
3. Adhere to Project 1 Budget and Schedule in accordance with the Grant Agreement (Exhibits B and C).
4. With the exception of the Grant Agreement Advanced Payment (Paragraph 9), submit invoices to County on a quarterly basis and no later than 30 days (i.e., April 29, July 29, October 31, January 31) following the end of the calendar quarter for all eligible project costs (Grant Agreement Paragraph 7), including all supporting invoice documentation, project progress, and monitoring information necessary to comply with the submission of Grant Agreement reports (Paragraph 14) required for County to obtain reimbursement from DWR. Report forms shall be provided by County to Contractor.
5. Submit Advanced Payment invoices to County on a monthly basis, due the first of the month or no later than the fifth day, including all supporting invoice documentation, project progress, and monitoring information necessary to comply with the submission of Grant Agreement reports (Paragraph 14) required for County to obtain reimbursement from DWR. Report forms shall be provided by County to Contractor.

#### C. COUNTY SHALL:

1. Disperse Grant Agreement funds not to exceed Six-Hundred Twenty-Seven Thousand Six-Hundred and Sixty Dollars (\$627,660) to Contractor, as set forth in the Grant Agreement Project 1 Budget (Exhibit B).
2. Make timely payments to Contractor upon the receipt of Grant Agreement funds from DWR with the acknowledgement that the processing of payment requests by DWR is beyond the control of the County (Grant Agreement Paragraph 6 and Paragraphs 9 through 11) and the payment of Contractor invoices may exceed typical payment cycles (Grant Agreement Paragraph 8).

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

1. **TERM**. The term of this Funding Agreement begins on June 27, 2020 and all work shall be completed by October 31, 2023, in accordance with the Grant Agreement and Project 1 Schedule. County's Board of Supervisors hereby ratifies, and approves for payment, services provided by Sierraville Public Utility District from June 27, 2020, to date of approval of this Agreement by the Board of Supervisors.
2. **TERMINATION GRANT AGREEMENT**. The County or State may terminate the Grant Agreement in accordance with the Grant Agreement terms (Exhibit D, Paragraphs D.41, D.42, and D.43)
3. **TERMINATION FUNDING AGREEMENT**. County or Contractor may terminate this Funding Agreement at any time upon thirty (30) days written notice to the other party ("Termination Effective Date"). Upon notice of termination, Contractor shall cease work and submit a final invoice for any work that has been completed as of the Termination Effective Date.
4. **AMENDMENT GRANT AGREEMENT**. Amendments by the Contractor to the Grant Agreement Project 1 Work Plan (Exhibit A), Budget (Exhibit B), or Schedule (Exhibit C) may be amended at any time by mutual agreement of the Parties in accordance with the Grant Agreement terms (Paragraph 18A and Exhibit D, Paragraph D.3). Requests by the Contractor for such amendments must be in writing to the County, signed and dated by the Contractor, stating the amendment request and the reason for the request.
5. **AMENDMENT FUNDING AGREEMENT**. Amendments to the Funding Agreement may be made at any time by mutual agreement of the Parties, expressed in writing and duly executed by both Parties. Requests for such amendments must state the amendment and reason for the request. No alteration of the terms of this Funding Agreement shall be valid or binding upon either party unless made in writing and duly executed by both Parties.
6. **INDEMNIFICATION**. To the furthest extent permitted by law (including without limitation California Civil Code Sections 2782 and 2782.8, if applicable), County shall not be liable for, and Contractor shall defend and indemnify County and its officers, agents, employees, and volunteers (collectively "County Parties"), against any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorney's fees and court costs (hereinafter collectively referred to as "Claims"), which arise out of or are in any way connected to the work covered by this Agreement arising either directly or indirectly from any act, error, omission or negligence of Contractor or its officers, employees, agents, contractors, licensees or servants, including, without limitation, Claims caused by the concurrent negligent act, error or omission, whether active or passive of County Parties. Contractor shall have no obligation, however, to defend or indemnify County Parties from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of County Parties. The obligations of this indemnity shall be for the full amount of all damage to County, including defense costs, and shall not be limited by any insurance limits.
7. **PERFORMANCE BOND**. In adherence with Grant Agreement Exhibit D, Paragraph D.30, where contractors are used, the County shall not authorize construction to begin until each contractor has furnished a performance bond in favor of the County in the following amounts: faithful performance (100%) of contract value, and labor and materials (100%) of contract value. This requirement shall not apply to any contract for less than Twenty-Five Thousand Dollars (\$25,000.00). Any bond issued pursuant to this paragraph must be issued by a California-admitted surety. (Pub. Contract Code, § 7103; Code Civ. Proc., § 995.311.)
8. **INDEPENDENT CONTRACTOR**. The Parties understand and agree that Contractor is independent and that no employment relationship between Contractor and the County is created by this Funding Agreement.

9. **ASSIGNMENT.** Contractor may not assign, subcontract, sublet, or transfer its interest in this Funding Agreement without the prior written consent of the County. Subject to the Grant Agreement (Exhibit D, Paragraph D.40) no assignment of the Grant Agreement or any part thereof, rights hereunder, or interest herein by the County shall be valid unless and until it is approved by State and made subject to such reasonable terms and conditions as State may impose.
10. **ENTIRE AGREEMENTS.** This Funding Agreement and the Grant Agreement constitutes the entire agreements regarding the subject matter hereof.
11. **GOOD FAITH.** The Parties agree to act in good faith at all times during the term of this Funding Agreement.
12. **CONFLICT OF INTEREST.** The Parties have read and are aware of the provisions of Government Code section 1090 *et seq.* and section 87100 *et seq.* relating to conflicts of interest of public officers and employees. Contractor represents that it is unaware of any financial or economic interest of any public officer or employee of County relating to this Funding Agreement or Grant Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Funding Agreement and is later discovered by the County, the County may immediately terminate this Funding Agreement by giving written notice to Contractor.
13. **SEVERABILITY.** The invalidity of any provision of this Funding Agreement, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.
14. **NOTICES.** Any notice required under this Funding Agreement or the Grant Agreement shall be effective only if made in writing and delivered by personal service, email, and/or by mail and addressed as follows. Parties may, by written notice to the other, change its own mailing address.

***Contractor***

Tom McElroy  
Sierraville Public Utility District  
P.O. Box 325  
Sierraville, CA 96126  
Email: [sierravillepud.25@gmail.com](mailto:sierravillepud.25@gmail.com)

Travis Spencer  
Sierraville Public Utility District  
P.O. Box 325  
Sierraville, CA 96126  
Email: [sierravillepud.25@gmail.com](mailto:sierravillepud.25@gmail.com)

Elizabeth Archer  
Sierraville Public Utility District  
P.O. Box 325  
Sierraville, CA 96126  
Email: [sierravillepud.25@gmail.com](mailto:sierravillepud.25@gmail.com)

***County***

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

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

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

COUNTY OF PLUMAS

SIERRAVILLE PUBLIC UTILITY DISTRICT

---

Jeff Engel, Chair  
Board of Supervisors

DATE

Lee Wright  
Board President

DATE

ATTEST

---

Heidi Putnam  
Clerk of the Board

Approved as to form:



7/29/2021

Gretchen Stuhr  
Plumas County Counsel

**ATTACHMENT 1**

**GRANT AGREEMENT**

**BETWEEN THE STATE OF CALIFORNIA (DEPARTMENT OF WATER RESOURCES)**

**AND**

**COUNTY OF PLUMAS**

**AGREEMENT NUMBER 4600013818**

**PROPOSITION 1 ROUND 1 INTEGRATED REGIONAL WATER MANAGEMENT (IRWM) IMPLEMENTATION GRANT**

**EXECUTED APRIL 6, 2021**

*ML* 4/1/2021

*ME* 4/2/2021

*CB* 4/2/2021

*TF* 4/2/2021

**GRANT AGREEMENT BETWEEN THE STATE OF CALIFORNIA  
(DEPARTMENT OF WATER RESOURCES) AND  
COUNTY OF PLUMAS  
AGREEMENT NUMBER 4600013818**

**PROPOSITION 1 ROUND 1 INTEGRATED REGIONAL WATER MANAGEMENT (IRWM)  
IMPLEMENTATION GRANT**

THIS GRANT AGREEMENT is entered into by and between the Department of Water Resources of the State of California, herein referred to as the "State" or "DWR," and the County of Plumas, a public agency in the State of California, duly organized, existing, and acting pursuant to the laws thereof, herein referred to as the "Grantee," which parties do hereby agree as follows:

- 1) **PURPOSE.** The State shall provide funding from the Water Quality, Supply, and Infrastructure Improvement Act of 2014 (Proposition 1) to the Grantee to assist in financing the projects, which are included in and implemented in an adopted Integrated Regional Water Management Plan (IRWM Plan), pursuant to Chapter 7. Regional Water Security, Climate, and Drought Preparedness (Wat. Code, § 79740 et seq.). The provision of State funds pursuant to this Agreement shall be construed or interpreted to mean that the IRWM Plan, or any components of the IRWM Plan, implemented in accordance with the Work Plan as set forth in Exhibit A, has been adopted through the IRWM Plan Review Process, and is/are consistent with Water Code section 10530 et seq.
- 2) **TERM OF GRANT AGREEMENT.** The term of this Grant Agreement begins on June 27, 2020 through final payment plus three (3) years unless otherwise terminated or amended as provided in this Grant Agreement. However, all work shall be completed by October 31, 2023, in accordance with the Schedule as set forth in Exhibit C and no funds may be requested after January 31, 2024.
- 3) **GRANT AMOUNT.** The maximum amount payable by the State under this Grant Agreement shall not exceed \$1,002,536.
- 4) **GRANTEE COST SHARE.** Not applicable to this agreement.
- 5) **BASIC CONDITIONS.**
  - A. Unless exempt as per the 2019 IRWM Implementation Grant Proposal Solicitation Package, project(s) that are subject to the California Environmental Quality Act (CEQA) including final land purchases, shall not be included in this Agreement until the CEQA process is completed and all permits necessary to begin construction are acquired. Projects providing at least 75% of benefits to a disadvantaged community (DAC), economically distressed area (EDA), and/or Tribe (based on population or geography), or projects implemented by Tribes will be exempt from this requirement.
    - i. Such projects will be included in the Agreement as a placeholder. Placeholder projects are not eligible for grant reimbursement and may not submit invoices to DWR until such time as they are fully included in the Agreement.
    - ii. Placeholder projects that complete CEQA and/or acquire permits (necessary to begin construction) within eighteen (18) months of the agreement execution date will be amended into the agreement. At the end of the eighteen (18)-month term, any placeholder projects that fail to complete CEQA and/or acquire permits will be deleted from the Agreement. The total grant award will be reduced by the amount of the deleted project(s). Replacement projects will not be allowed. Reduced amount will be made available to the respective Funding Area in future funding rounds on a competitive basis. Deleted placeholder projects will not be eligible to receive any grant reimbursement under this Agreement; however, such project could be eligible under the next round of grant solicitation.
  - B. The State shall have no obligation to disburse money for the Project(s) under this Grant Agreement until the Grantee has satisfied the following conditions (if applicable):

- i. The Grantee shall demonstrate compliance with all eligibility criteria as set forth on pages 9-11, inclusive, of the 2019 IRWM Implementation Grant Program (Program) Guidelines (2019 Guidelines).
- ii. For the term of this Agreement, the Grantee shall submit Quarterly Progress Reports which must accompany an invoice and all invoice backup documentation (\$0 Invoices are acceptable). The Quarterly Progress Report shall be submitted within 60 days following the end of the calendar quarter (i.e. reports due May 30, August 29, November 29, and March 1) and all other deliverables as required by Paragraph 14, "Submission of Reports" and Exhibit A, "Work Plan".
- iii. Prior to the commencement of construction or implementation activities, if applicable, the Grantee shall submit the following to the State.
  1. Final plans and specifications certified, signed and stamped by a California Registered Civil Engineer (or equivalent registered professional as appropriate) to certify compliance for each approved project as listed in Exhibit A of this Grant Agreement.
  2. Work that is subject to the California Environmental Quality Act (CEQA) (including final land purchases) shall not proceed under this Grant Agreement until the following actions are performed:
    - a) The Grantee submits to the State all applicable environmental permits, as indicated on the Environmental Information Form to the State,
    - b) Documents that satisfy the CEQA process are received by the State,
    - c) The State has completed its CEQA process as a Responsible Agency, and
    - d) The Grantee receives written notification from the State of concurrence with the Lead Agency's CEQA documents (s) and State's notice of verification of environmental permit submittal.

The State's concurrence of Lead Agency's CEQA documents is fully discretionary and shall constitute a condition precedent to any work (i.e., construction or implementation activities) for which it is required. Once CEQA documentation has been completed, the State will consider the environmental documents and decide whether to continue to fund the project, or to require changes, alterations, or other mitigation. Proceeding with work subject to CEQA prior to the State's concurrence shall constitute a material breach of this Agreement. The Grantee or Local Project Sponsor (LPS) shall also demonstrate that it has complied with all applicable requirements of the National Environmental Policy Act (NEPA) by submitting copies of any environmental documents, including Environmental Impact Statements, Finding of No Significant Impact, mitigation monitoring programs, and environmental permits as may be required prior to beginning construction/ implementation.

- iv. A monitoring plan as required by Paragraph 16, "Monitoring Plan Requirements," if applicable.

6) **DISBURSEMENT OF FUNDS.** The State will disburse to the Grantee the amount approved, subject to the availability of funds through normal State processes. Notwithstanding any other provision of this Grant Agreement, no disbursement shall be required at any time or in any manner which is in violation of, or in conflict with, federal or state laws, rules, or regulations, or which may require any rebates to the federal government, or any loss of tax-free status on state bonds, pursuant to any federal statute or regulation. Any and all money disbursed to the Grantee under this Grant Agreement shall be deposited in a non-interest bearing account and shall be used solely to pay Eligible Project Costs.

7) **ELIGIBLE PROJECT COST.** The Grantee shall apply State funds received only to Eligible Project Costs in accordance with applicable provisions of the law and Exhibit B, "Budget". Eligible Project Costs include the reasonable costs of studies, engineering, design, land and easement acquisition and associated legal fees, preparation of environmental documentation, environmental mitigations, monitoring, and project construction. Reimbursable administrative expenses are the necessary costs incidental but directly related

to the Project included in this Agreement. Costs incurred after the date June 26, 2020 may be eligible for reimbursement.

Costs that are not eligible for reimbursement include, but are not limited to, the following items:

- A. Costs, other than those noted above, incurred prior to the award date of this Grant.
- B. Costs for preparing and filing a grant application.
- C. Operation and maintenance costs, including post construction performance and monitoring costs.
- D. Purchase of equipment that is not an integral part of a project.
- E. Establishing a reserve fund.
- F. Purchase of water supply.
- G. Replacement of existing funding sources for ongoing programs.
- H. Meals, food items, or refreshments.
- I. Payment of any punitive regulatory agency requirement, federal or state taxes.
- J. Purchase of land in excess of the minimum required acreage necessary to operate as an integral part of a project, as set forth and detailed by engineering and feasibility studies, or acquisition of land by eminent domain.
- K. Overhead and Indirect Costs. "Indirect Costs" means those costs that are incurred for a common or joint purpose benefiting more than one cost objective and are not readily assignable to the funded project (i.e., costs that are not directly related to the funded project). Examples of Indirect Costs include, but are not limited to: central service costs; general administration of the Grantee or LPSs; non-project-specific accounting and personnel services performed within the Grantee's or LPS' organization; depreciation or use allowances on buildings and equipment; the costs of operating and maintaining non-project-specific facilities; tuition and conference fees; forums, trainings, and seminars; and, generic overhead or markup. This prohibition applies to the Grantee, LPSs, and any subcontract or sub-agreement for work on the Project that will be reimbursed pursuant to this Agreement.
- L. Mitigation for environmental impacts not resulting from implementation of the Project funded by this Program.

8) **METHOD OF PAYMENT.** After the disbursement requirements in Paragraph 5, "Basic Conditions" are met, the State will disburse the whole or portions of State funding to the Grantee, following receipt from the Grantee of an electronic invoice certified and transmitted via electronic/digital signature system (e.g., DocuSign) or via US mail or Express mail delivery of a "wet signature" for costs incurred, including Local Cost Share, and timely Quarterly Progress Reports as required by Paragraph 14, "Submission of Reports." Payment will be made no more frequently than quarterly, in arrears, upon receipt of an invoice bearing the Grant Agreement number. Quarterly Progress Report must accompany an invoice (\$0 Invoices are acceptable) and shall be submitted within 60 days following the end of the calendar quarter (i.e. invoices due May 30, August 29, November 29, and March 1). The State will notify the Grantee, in a timely manner, whenever, upon review of an invoice, the State determines that any portion or portions of the costs claimed are not eligible costs or is not supported by documentation or receipts acceptable to the State. The Grantee may, within thirty (30) calendar days of the date of receipt of such notice, submit additional documentation to the State to cure such deficiency(ies). If the Grantee fails to submit adequate documentation curing the deficiency(ies), the State will adjust the pending invoice by the amount of ineligible or unapproved costs.

Invoices submitted by the Grantee shall include the following information:

- A. Costs incurred for work performed in implementing the Project during the period identified in the particular invoice.

- B. Costs incurred for any interests in real property (land or easements) that have been necessarily acquired for a project during the period identified in the particular invoice for the implementation of a project.
- C. Invoices shall be submitted on forms provided by the State and shall meet the following format requirements:
  - i. Invoices shall contain the date of the invoice, either the time period covered by the invoice or the invoice date received within the time period covered, and the total amount due.
  - ii. Invoices shall be itemized based on the categories (i.e., tasks) specified in Exhibit B, "Budget." The amount claimed for salaries/wages/consultant fees shall include a calculation formula (i.e., hours or days worked times the hourly or daily rate = the total amount claimed).
  - iii. One set of sufficient evidence (i.e., receipts, copies of checks, personnel hours' summary table, time sheets) shall be provided for all costs included in the invoice.
  - iv. Each invoice shall clearly delineate those costs claimed for reimbursement from the State's funding amount, as depicted in Paragraph 3, "Grant Amount" and those costs that represent the Grantee's costs, as applicable, in Paragraph 4, "Grantee Cost Share."
  - v. Original signature and date of the Grantee's Project Representative. Submit an electronic invoice, certified and transmitted via electronic/digital signature system (e.g., DocuSign), from authorized representative to the Project Manager or the original "wet signature" copy of the invoice form to the Project Manager at the following address: PO Box 942836, Sacramento, CA 94236-0001.

All invoices submitted shall be accurate and signed under penalty of law. Any and all costs submitted pursuant to this Agreement shall only be for the tasks set forth herein. The Grantee shall not submit any invoice containing costs that are ineligible or have been reimbursed from other funding sources unless required and specifically noted as such (i.e., cost share). Any eligible costs for which the Grantee is seeking reimbursement shall not be reimbursed from any other source. Double or multiple billing for time, services, or any other eligible cost is illegal and constitutes fraud. Any suspected occurrences of fraud, forgery, embezzlement, theft, or any other misuse of public funds may result in suspension of disbursements of grant funds and/or termination of this Agreement requiring the repayment of all funds disbursed hereunder plus interest. Additionally, the State may request an audit pursuant to Paragraph D.5 and refer the matter to the Attorney General's Office or the appropriate district attorney's office for criminal prosecution or the imposition of civil liability. (Civ. Code, §§ 1572-1573; Pen. Code, §§ 470, 487-489.)

- 9) **ADVANCED PAYMENT.** Water Code section 10551 authorizes advanced payment by the State for projects included and implemented in an applicable Integrated Regional Water Management Plan, and when the project proponent is a nonprofit organization; a disadvantaged community (DAC); or the project benefits a DAC. If a project is awarded less than \$1,000,000 in grant funds, the project proponent may receive an advanced payment of fifty (50) percent of the grant award; the remaining fifty (50) percent of the grant award will be reimbursed in arrears after the advanced funds of a budget category have been fully expended. Within ninety (90) calendar days of execution of the Grant Agreement, the Grantee may provide the State an Advanced Payment Request. Advanced Payment Requests received ninety-one (91) calendar days after the execution of this Agreement will not be eligible to receive an advanced payment. The Advanced Payment Request shall contain the following:

- A. Documentation demonstrating that each Local Project Sponsor (if different from the Grantee, as listed in Exhibit I) was notified about their eligibility to receive an advanced payment and a response from the Local Project Sponsor stating whether it wishes to receive the advanced payment or not.
- B. If the Grantee is requesting the advanced payment, the request(s) shall include:
  - i. Descriptive information of each project with an update on project status

- ii. The names of the entities that will receive the funding for each project, including, but not limited to, an identification as to whether the project proponent or proponents are nonprofit organizations or a DAC, or whether the project benefits a DAC
- iii. A detailed Funding Plan which includes how the advanced payment will be expended (in terms of workplan, budget, and schedule) within the timeframe agreed upon by DWR and the Grantee. The Funding Plan must clearly identify the total budget (at Budget Category Level) for each project clearly showing the portion of advanced payment and reimbursement funds.
- iv. Any other information that DWR may deem necessary

C. Upon review and approval of the Advanced Payment Request, DWR will authorize payment of the fully requested amount for the qualified project(s). Based on the project's Funding Plan and other considerations, DWR may determine it is not prudent to advance the full request in a single disbursement. In such a case, DWR will develop a "Disbursement Schedule," to disburse funds in installments. This Disbursement Schedule may change based on the project's ongoing compliance with the Advanced Payment requirements and the project's cash flow needs.

D. Once DWR authorizes the Advanced Payment Request, the Grantee shall submit Advanced Payment Invoice(s) for the initial amount based on the "Disbursement Schedule" on behalf of the LPS(s), containing the request for each qualified project, to the State with signature and date of the Grantee's Project Representative, as indicated in Paragraph 21, "Project Representative." The Grantee shall be responsible for the timely distribution of the advanced funds to the respective LPS(s). The Advanced Payment Invoice(s) shall be submitted on forms provided by the State and shall meet the following format requirements:

- i. Invoice shall contain the date of the invoice, the time period covered by the invoice, and the total amount due.
- ii. Invoice shall be itemized based on the budget categories specified in Exhibit B, "Budget."
- iii. The State Project Manager will notify the Grantee, in a timely manner, when, upon review of an Advance Payment Invoice, the State determines that any portion or portions of the costs claimed are not eligible costs. The Grantee may, within thirty (30) calendar days of the date of receipt of such notice, submit additional documentation to cure such deficiency(ies).
- iv. On a quarterly basis, the Grantee will submit an Accountability Report to the State that demonstrates how actual expenditures compare with the scheduled budget. The Accountability Report shall include the following information:
  1. An itemization of how advanced funds have been spent to-date (Expenditure Report), including documentation that supports the disbursements (e.g., contractor invoices, receipts, personnel hours, etc.). Accountability Reports shall be itemized based on the budget categories (i.e., tasks) specified in Exhibit B.
  2. An updated Accountability Report including an updated Funding Plan that depicts how the remaining advanced funds will be expended and the activities and deliverables associated with the advanced funds within the timeframe agreed upon by DWR and the Grantee when the advanced payment request was approved.
  3. Documentation that the funds were placed in a non-interest bearing account, including the dates of deposits and withdrawals from that account.
  4. Proof of distribution of advanced funds to LPS(s), if applicable.
- v. The State's Project Manager will notify the Grantee, in a timely manner, when, upon review of the Accountability Report, the State determines that any portion of the expenditures claimed are not eligible costs. The Grantee may, within thirty (30) calendar days of the date of receipt of such notice, submit additional documentation to cure such deficiency(ies). If costs are not consistent with the tasks in Exhibit A, the State will reject the claim and remove them from the Accountability Report.

E. Once the Grantee has spent all advanced funds in a budget category, then the method of payment will revert to the reimbursement process for that budget category specified in Paragraph 8, "Method of Payment for Reimbursement."

10) **REPAYMENT OF ADVANCES.** The State may demand repayment from the Grantee of all or any portion of the advanced State funding along with interest at the California general obligation bond interest rate at the time the State notifies the Grantee, as directed by the State, and take any other action that it deems necessary to protect its interests for the following conditions:

- A. A project is not being implemented in accordance with the provisions of the Grant Agreement.
- B. The Grantee has failed in any other respect to comply with the provisions of this Grant Agreement, and if the Grantee does not remedy any such failure to the State's satisfaction.
- C. Failure by the Grantee to submit complete and accurate quarterly Accountability Reports by the required due dates, unless otherwise approved by DWR.
- D. Failure to deposit funds in a non-interest-bearing account.
- E. Use of Advance Payment funds for ineligible expenses and/or activities not consistent with this Agreement.
- F. Inappropriate use of funds, as deemed by DWR.
- G. Repayment amounts may also include:
  - i. Actual costs incurred which are not consistent with the activities presented in Exhibit A, not supported, or are ineligible.
  - ii. Advanced funds which are not fully expended by project completion, notwithstanding Water Code section 10551(c)(4). Unused grant funds shall be returned to DWR within sixty (60) calendar days.

Any repayment of advanced funds may consist of reducing the amount from future reimbursement invoices. The State may consider the Grantee's refusal to repay the requested advanced amount a material breach of this Agreement subject to the default provisions in Paragraph 12, "Default Provisions." If the State notifies the Grantee of its decision to demand repayment or withhold the entire funding amount from the Grantee pursuant to this Paragraph, this Grant Agreement shall terminate upon receipt of such notice by the Grantee and the State shall no longer be required to provide funds under this Agreement.

11) **WITHHOLDING OF DISBURSEMENTS BY THE STATE.** If the State determines that a project is not being implemented in accordance with the provisions of this Grant Agreement, or that the Grantee has failed in any other respect to comply with the provisions of this Grant Agreement, and if the Grantee does not remedy any such failure to the State's satisfaction, the State may withhold from the Grantee all or any portion of the State funding and take any other action that it deems necessary to protect its interests. Where a portion of the State funding has been disbursed to the Grantee and the State notifies the Grantee of its decision not to release funds that have been withheld pursuant to Paragraph 12, "Default Provisions," the portion that has been disbursed shall thereafter be repaid immediately with interest at the California general obligation bond interest rate at the time the State notifies the Grantee, as directed by the State. The State may consider the Grantee's refusal to repay the requested disbursed amount a material breach subject to the default provisions in Paragraph 12, "Default Provisions." If the State notifies the Grantee of its decision to withhold the entire funding amount from the Grantee pursuant to this Paragraph, this Grant Agreement shall terminate upon receipt of such notice by the Grantee and the State shall no longer be required to provide funds under this Grant Agreement and the Grant Agreement shall no longer be binding on either party.

12) **DEFAULT PROVISIONS.** The Grantee shall be in default under this Grant Agreement if any of the following occur:

- A. Substantial breaches of this Grant Agreement, or any supplement or amendment to it, or any other agreement between the Grantee and the State evidencing or securing the Grantee's obligations;
- B. Making any false warranty, representation, or statement with respect to this Grant Agreement or the application filed to obtain this Grant Agreement;
- C. Failure to operate or maintain the Project in accordance with this Grant Agreement.
- D. Failure to make any remittance required by this Grant Agreement, including any remittance recommended as the result of an audit conducted pursuant to Paragraph D.5.
- E. Failure to submit quarterly progress reports pursuant to Paragraph 5.
- F. Failure to routinely invoice the State pursuant to Paragraph 8.
- G. Failure to meet any of the requirements set forth in Paragraph 13, "Continuing Eligibility."

Should an event of default occur, the State shall provide a notice of default to the Grantee and shall give the Grantee at least ten (10) calendar days to cure the default from the date the notice is sent via first-class mail to the Grantee. If the Grantee fails to cure the default within the time prescribed by the State, the State may do any of the following:

- H. Declare the funding be immediately repaid, with interest, which shall be equal to State of California general obligation bond interest rate in effect at the time of the default.
- I. Terminate any obligation to make future payments to the Grantee.
- J. Terminate the Grant Agreement.
- K. Take any other action that it deems necessary to protect its interests.

In the event the State finds it necessary to enforce this provision of this Grant Agreement in the manner provided by law, the Grantee agrees to pay all costs incurred by the State including, but not limited to, reasonable attorneys' fees, legal expenses, and costs.

13) **CONTINUING ELIGIBILITY.** The Grantee shall meet the following ongoing requirement(s) and all eligibility criteria outlined in the 2019 Guidelines to remain eligible to receive State funds:

- A. An urban water supplier that receives grant funds pursuant to this Agreement shall maintain compliance with the Urban Water Management Planning Act (UWMP; Wat. Code, § 10610 et seq.) and Sustainable Water Use and Demand Reduction (Wat. Code, § 10608 et seq.) as set forth on page 11 of the 2019 Guidelines and as stated on page 22 of the Proposal Solicitation Package.
- B. An agricultural water supplier receiving grant funds shall comply with Sustainable Water Use and Demand Reduction requirements outlined in Water Code section 10608, et seq. and have their Agricultural Water Management Plan (AWMP) deemed consistent by DWR. To maintain eligibility and continue funding disbursements, an agricultural water supply shall have their 2015 AWMP identified on the State's website. For more information, visit the website listed in Appendix A in the 2019 Guidelines.
- C. A surface water diverter receiving grant funds shall maintain compliance with diversion reporting requirements as outlined in Water Code section 5100 et. seq.
- D. If applicable, the Grantee shall demonstrate compliance with the Sustainable Groundwater Management Act (SGMA) set forth on page 10 of the 2019 Guidelines.
- E. If the Grantee has been designated as a monitoring entity under the California Statewide Groundwater Elevation Monitoring (CASGEM) Program, the Grantee shall maintain reporting compliance, as required by Water Code section 10932 and the CASGEM Program.

F. The Grantee shall adhere to the protocols developed pursuant to The Open and Transparent Water Data Act (Wat. Code, § 12406, et seq.) for data sharing, transparency, documentation, and quality control.

14) **SUBMISSION OF REPORTS.** The submittal and approval of all reports is a requirement for the successful completion of this Grant Agreement. Reports shall meet generally accepted professional standards for technical reporting and shall be proofread for content, numerical accuracy, spelling, and grammar prior to submittal to the State. All reports shall be submitted to the State's Project Manager and shall be submitted via the DWR "Grant Review and Tracking System" (GRanTS). If requested, the Grantee shall promptly provide any additional information deemed necessary by the State for the approval of reports. Reports shall be presented in the formats described in the applicable portion of Exhibit F, "Report Formats and Requirements." The timely submittal of reports is a requirement for initial and continued disbursement of State funds. Submittal and subsequent approval by the State of a Project Completion Report is a requirement for the release of any funds retained for such project.

A. **Quarterly Progress Reports:** The Grantee shall submit quarterly Progress Reports to meet the State's requirement for disbursement of funds. Progress Reports shall be uploaded via GRanTS, and the State's Project Manager notified of upload. Progress Reports shall, in part, provide a brief description of the work performed, the Grantee's activities, milestones achieved, any accomplishments and any problems encountered in the performance of the work under this Grant Agreement during the reporting period. The first Progress Report must accompany an invoice (\$0 Invoices are acceptable) and shall be submitted within 60 days following the end of the calendar quarter (i.e. invoices due May 30, August 29, November 29, and March 1).

B. **Accountability Report:** The Grantee shall prepare and submit to the State an Accountability Report on a quarterly basis if the Grantee received an advanced payment, consistent with the provisions in Paragraph 9, "Advanced Payment."

C. **Project Completion Report:** The Grantee shall prepare and submit to the State a separate Project Completion Report for each project included in Exhibit A. The Grantee shall submit a Project Completion Report (or a Component Completion Report, if a Project has multiple Components) within ninety (90) calendar days of Project/Component completion as outlined in Exhibit F.

D. **Grant Completion Report:** Upon completion of all the Projects included in Exhibit A, the Grantee shall submit to the State a Grant Completion Report. The Grant Completion Report shall be submitted within ninety (90) calendar days of submitting the Completion Report for the final project to be completed under this Grant Agreement, as outlined in Exhibits A, and F. Retention for any grant administration line items in the Budget of this Grant Agreement will not be disbursed until the Grant Completion Report is approved by the State.

E. **Post-Performance Reports:** The Grantee shall prepare and submit to the State Post-Performance Reports for the applicable project(s). Post-Performance Reports shall be submitted to the State within ninety (90) calendar days after the first operational year of a project has elapsed. This record keeping and reporting process shall be repeated annually for a total of three (3) years after the project begins operation.

15) **OPERATION AND MAINTENANCE OF PROJECT.** For the useful life of construction and implementation projects and in consideration of the funding made by the State, the Grantee agrees to ensure or cause to be performed the commencement and continued operation of the project, and shall ensure or cause the project to be operated in an efficient and economical manner; shall ensure all repairs, renewals, and replacements necessary to the efficient operation of the same are provided; and shall ensure or cause the same to be maintained in as good and efficient condition as upon its construction, ordinary and reasonable wear and depreciation excepted. The State shall not be liable for any cost of such maintenance, management, or operation. The Grantee or their successors may, with the written approval of the State, transfer this responsibility to use, manage, and maintain the property. For purposes of this Grant Agreement, "useful life" means period during which an asset, property, or activity is expected to be

usable for the purpose it was acquired or implemented; "operation costs" include direct costs incurred for material and labor needed for operations, utilities, insurance, and similar expenses, and "maintenance costs" include ordinary repairs and replacements of a recurring nature necessary for capital assets and basic structures and the expenditure of funds necessary to replace or reconstruct capital assets or basic structures. Refusal by the Grantee to ensure operation and maintenance of the projects in accordance with this provision may, at the option of the State, be considered a breach of this Grant Agreement and may be treated as default under Paragraph 12, "Default Provisions."

- 16) **MONITORING PLAN REQUIREMENTS.** A Monitoring Plan shall be submitted to the State prior to disbursement of State funds for construction or monitoring activities. The Monitoring Plan should incorporate Post-Performance Monitoring Report requirements as defined and listed in Exhibit F, and follow the guidance provided in Exhibit J, "Project Monitoring Plan Guidance."
- 17) **STATEWIDE MONITORING REQUIREMENTS.** The Grantee shall ensure that all groundwater projects and projects that include groundwater monitoring requirements are consistent with the Groundwater Quality Monitoring Act of 2001 (Water Code § 10780 et seq.) and, where applicable, that projects that affect water quality shall include a monitoring component that allows the integration of data into statewide monitoring efforts, including where applicable, the Surface Water Ambient Monitoring Program carried out by the State Water Resources Control Board. See Exhibit G for web links and information regarding other State monitoring and data reporting requirements.
- 18) **NOTIFICATION OF STATE.** The Grantee shall promptly notify the State, in writing, of the following items:
  - A. Events or proposed changes that could affect the scope, budget, or work performed under this Grant Agreement. The Grantee agrees that no substantial change in the scope of a project will be undertaken until written notice of the proposed change has been provided to the State and the State has given written approval for such change. Substantial changes generally include changes to the scope of work, schedule or term, and budget.
  - B. Any public or media event publicizing the accomplishments and/or results of this Grant Agreement and provide the opportunity for attendance and participation by the State's representatives. The Grantee shall make such notification at least fourteen (14) calendar days prior to the event.
  - C. Discovery of any potential archaeological or historical resource. Should a potential archaeological or historical resource be discovered during construction, the Grantee agrees that all work in the area of the find shall cease until a qualified archaeologist has evaluated the situation and made recommendations regarding preservation of the resource, and the State has determined what actions should be taken to protect and preserve the resource. The Grantee agrees to implement appropriate actions as directed by the State.
  - D. The initiation of any litigation or the threat of litigation against the Grantee or an LPS regarding the Project or which may affect the Project in any way.
  - E. Applicable to construction projects only: Final inspection of the completed work on a project by a Registered Professional (Civil Engineer, Engineering Geologist, or other State approved certified/licensed Professional), in accordance with Exhibit D. The Grantee shall notify the State's Project Manager of the inspection date at least fourteen (14) calendar days prior to the inspection in order to provide the State the opportunity to participate in the inspection.
- 19) **NOTICES.** Any notice, demand, request, consent, or approval that either party desires or is required to give to the other party under this Grant Agreement shall be in writing. Notices may be transmitted by any of the following means:
  - A. By delivery in person.
  - B. By certified U.S. mail, return receipt requested, postage prepaid.
  - C. By "overnight" delivery service; provided that next-business-day delivery is requested by the sender.

D. By electronic means.

E. Notices delivered in person will be deemed effective immediately on receipt (or refusal of delivery or receipt). Notices sent by certified mail will be deemed effective given ten (10) calendar days after the date deposited with the U.S. Postal Service. Notices sent by overnight delivery service will be deemed effective one business day after the date deposited with the delivery service. Notices sent electronically will be effective on the date of transmission, which is documented in writing. Notices shall be sent to the addresses listed below. Either party may, by written notice to the other, designate a different address that shall be substituted for the one below.

20) **PERFORMANCE EVALUATION.** Upon completion of this Grant Agreement, the Grantee's performance will be evaluated by the State and a copy of the evaluation will be placed in the State file and a copy sent to the Grantee.

21) **PROJECT REPRESENTATIVES.** The Project Representatives during the term of this Grant Agreement are as follows:

Department of Water Resources  
Arthur Hinojosa  
Chief, Division of Regional Assistance  
P.O. Box 942836  
Sacramento, CA 94236-0001  
Phone: (916) 653-4736  
Email: Arthur.Hinojosa@water.ca.gov

County of Plumas  
Jeff Engel  
Chair, Board of Supervisors  
520 Main Street, Room 309  
Quincy, CA 95971  
Phone: (530) 283-6170  
Email: engel.dist.5@gmail.com

Direct all inquiries to the Project Manager:

Department of Water Resources  
Eliana Camargo  
Environmental Scientist  
PO Box 942836  
Sacramento, CA 94236-0001  
Phone: (916) 653-6302  
Email: Eliana.Camargo@water.ca.gov

County of Plumas  
Tracey Ferguson, AICP  
Planning Director, Planning Department  
555 Main Street  
Quincy, CA 95971  
Phone: (530) 283-6214  
Email: TraceyFerguson@countyofplumas.com

Either party may change its Project Representative or Project Manager upon written notice to the other party.

22) STANDARD PROVISIONS. This Grant Agreement is complete and is the final Agreement between the parties. The following Exhibits are attached and made a part of this Grant Agreement by this reference:

Exhibit A – Work Plan

Exhibit B – Budget

Exhibit C – Schedule

Exhibit D – Standard Conditions

Exhibit E – Authorizing Resolution

Exhibit F – Report Formats and Requirements

Exhibit G – Requirements for Data Submittal

Exhibit H – State Audit Document Requirements for the Grantee

Exhibit I – Local Project Sponsors and Project Locations

Exhibit J – Project Monitoring Plan Guidance

IN WITNESS WHEREOF, the parties hereto have executed this Grant Agreement.

STATE OF CALIFORNIA  
DEPARTMENT OF WATER RESOURCES

  
Arthur Hinojosa  
Chief, Division of Regional Assistance

Date 4/6/2021

COUNTY OF PLUMAS

  
Jeff Engel  
Chair, Board of Supervisors

Date 4/6/2021

Approved as to Form

  
Gretchen Stuhr

County Counsel

Date 4/6/2021

**EXHIBIT A**  
**WORK PLAN**

**PROPOSITION 1 ROUND 1 UPPER FEATHER RIVER IRWM IMPLEMENTATION GRANT**

**Grant Administration**

**IMPLEMENTING AGENCY: County of Plumas**

**PROJECT DESCRIPTION:** The Grantee will administer these funds and respond to DWR's reporting and compliance requirements associated with the grant administration. The Grantee will act in a coordination role: disseminating grant compliance information to the project managers responsible for implementing the projects contained in this Agreement, obtaining and retaining evidence of compliance (e.g., CEQA/NEPA documents, reports, monitoring compliance documents, labor requirements, etc.), obtaining data for progress reports from individual project managers, assembling and submitting progress reports to the State, and coordinating all invoicing and payment of invoices.

**Budget Category (a): Project Administration**

Task 1: Agreement Administration

The Grantee will respond to DWR's reporting and compliance requirements associated with the grant administration and will coordinate with the project managers responsible for implementing the projects contained in this Agreement.

Task 2: Invoicing

The Grantee will be responsible for compiling invoices for submittal to DWR. This includes collecting invoice documentation from each of the Local Project Sponsors and compiling the information into a DWR Invoice Packet.

**Deliverables:**

- Quarterly Invoices and associated backup documentation
- Advanced Payment documentation as per Paragraph 9 (if applicable)

Task 3: Reporting

The Grantee will be responsible for compiling progress reports for submittal to DWR. The Grantee will coordinate with Local Project Sponsor staff to retain consultants as needed to prepare and submit progress reports and final project completion reports for each project, as well as the grant completion report.

Reports will meet generally accepted professional standards for technical reporting and the requirements terms of the contract with DWR outlined in Exhibit F of this Agreement.

**Deliverables:**

- Quarterly Progress Reports
- Grant Completion Report

## PROJECT 1: Alternative Water Source Development

### IMPLEMENTING AGENCY: Sierraville Public Utilities District (Sierraville PUD)

**PROJECT DESCRIPTION:** The project consists of the demolition of the existing booster building and construction of a new fire-resistant booster building, booster pumps, control center, new SCADA telemetry system, onsite power generation, and drainage and site improvements. Work will be performed in Sierraville at the current spring and booster site. The project will modernize and improve pumping reliability, provide power generation during Public Safety Power Outages, and increase firefighting capabilities. This will result in increased reliability for the approximately 55 acre-feet per year (AFY) water supply and greenhouse gas savings of 2 metric tons of carbon per year.

#### Budget Category (a): Project Administration

##### Task 1: Project Management

Manage Grant Agreement including compliance with grant requirements, and preparation and submission of supporting grant documents and coordination with the Grantee. Prepare invoices including relevant supporting documentation for submittal to DWR via the Grantee. This task also includes administrative responsibilities associated with the project such as coordinating with partnering agencies and managing consultants/contractors.

##### **Deliverables:**

- Invoices and associated backup documentation

##### Task 2: Reporting

Prepare progress reports detailing work completed during reporting period as outlined in Exhibit F of this Agreement. Submit reports to DWR.

Prepare Project Completion Report and submit to DWR no later than 90 days after project completion for DWR Project Manager's comment and review. The report shall be prepared and presented in accordance with guidance as outlined in Exhibit F.

##### **Deliverables:**

- Quarterly Project Progress Reports
- Project Completion Report
- Documentation (e.g., photo) of "Acknowledgment of Credit & Signage" per Standard Condition D.2

#### Budget Category (b): Land Purchase/Easement

##### Task 3: Land Purchase

Not Applicable.

#### Budget Category (c): Planning/Design/Engineering/Environmental Documentation

##### Task 4: Feasibility Studies

A preliminary engineering report was previously prepared.

##### **Deliverables:**

- Preliminary engineering report

### Task 5: CEQA Documentation

Complete environmental review pursuant to CEQA. Prepare all necessary environmental documentation. Prepare letter stating no legal challenges (or addressing legal challenges).

#### **Deliverables:**

- All completed CEQA documents as required
- Legal Challenges Letter

### Task 6: Permitting

Review US Forest Service Use Permit and amend if need.

#### **Deliverables:**

- Permits as required

### Task 7: Design

Complete preliminary design including the following supporting work: Geotechnical investigation and basis of design report (BOD). The BOD will provide the overall project concept for use in development of final design, plans and specifications including: preliminary earthwork calculations, preliminary design details for and 100% (Final) design, plans, and specifications.

#### **Deliverables:**

- Basis of Design Report
- Geotechnical Report
- Hydrogeological Report
- 100% Design Plans and Specifications

### Task 8: Project Monitoring Plan

Develop and submit a Project Monitoring Plan per Paragraph 16 for DWR's review and approval.

#### **Deliverables:**

- Project Monitoring Plan

### **Budget Category (d): Construction/Implementation**

#### Task 9: Contract Services

This task must comply with the Paragraph D.11 – Competitive Bidding and Procurements. Activities necessary (as applicable) to secure a contractor and award the contract, including: develop bid documents, prepare advertisement and contract documents for construction contract bidding, conduct pre-bid meeting, bid opening and evaluation, selection of the contractor, award of contract, and issuance of notice to proceed.

#### **Deliverables:**

- Bid Documents
- Proof of Advertisement
- Award of Contract
- Notice to Proceed

#### Task 10: Construction Administration

This task includes managing contractor submittal review, answering requests for information, and issuing work directives. A full-time engineering construction observer will be on site for the duration of the project. Construction observer duties include documenting of pre-construction conditions, daily construction diary, preparing change orders, addressing questions of contractors on site, reviewing/ updating project schedule, reviewing contractor log submittals and pay requests, forecasting cash flow, notifying contractor if work is not acceptable. Upon completing the project, the DWR Certificate of Project Completion and record drawings will be provided to DWR.

#### **Deliverables:**

- DWR Certificate of Project Completion
- Record Drawings

#### Task 11: Construction

Construction activities are outlined below.

11(a): Mobilization and demobilization costs of the general contractor.

11(b): Site preparation will include execution of the sediment and erosion control plan, tree removal, minor grading and grubbing, and the addition of a culvert and crushed rock to the front of the building to stabilize the road and allow site drainage to move away from the structure. Organic debris will be removed in accordance with US Forest Service requirements.

11(c): Install, construct, excavate: Excavation and construction of footings, slab, and construction of a 20'x16' block building, excavation and installation of piping necessary to connect existing spring pipe to the booster pumps, and associated internal piping. Installation of plumbing such as hose bibs and eye wash station. Install a motor control center, main breaker and sub panel, transfer switch for the generator, lighting, wall fan and louvers. Install skid mounted twin 5 horsepower pumps and motors. Install a concrete slab for the installation of a propane generator, including a pitched roof over the generator for protection from heavy snows.

11 (d): Improve: Minor improvement of the 250-foot access road to the booster building to improved drainage control.

#### **Deliverables:**

- Photographic Documentation of Progress
- Construction Notes

## PROJECT 2: Community/Emergency Water Storage Tank

### IMPLEMENTING AGENCY: Indian Valley Community Services District (IVCSD)

**PROJECT DESCRIPTION:** The IVCSD will install an approximately 135,000-gallon water storage tank at the site of its two existing Greenville tanks to protect the community from wildfire, as well as providing sufficient drinking water during times of power outages.

#### Budget Category (a): Project Administration

##### Task 1: Project Management

Manage Grant Agreement including compliance with grant requirements, and preparation and submission of supporting grant documents and coordination with the Grantee. Prepare invoices including relevant supporting documentation for submittal to DWR via the Grantee. This task also includes administrative responsibilities associated with the project such as coordinating with partnering agencies and managing consultants/contractors.

##### **Deliverables:**

- Invoices and associated backup documentation

##### Task 2: Reporting

Prepare progress reports detailing work completed during reporting period as outlined in Exhibit F of this Agreement. Submit reports to DWR.

Prepare Project Completion Report and submit to DWR no later than 90 days after project completion for DWR Project Manager's comment and review. The report shall be prepared and presented in accordance with guidance as outlined in Exhibit F.

##### **Deliverables:**

- Quarterly Project Progress Reports
- Project Completion Report
- Documentation (e.g., photo) of "Acknowledgment of Credit & Signage" per Standard Condition D.2

#### Budget Category (b): Land Purchase/Easement

##### Task 3: Land Purchase

Not Applicable.

#### Budget Category (c): Planning/Design/Engineering/Environmental Documentation

##### Task 4: Feasibility Studies

Project Feasibility Studies were completed as part of the project development process. Preliminary plans were developed, estimates were obtained for the purchase of the tank, onsite review was done by the Engineer and the proper environmental documents were completed.

##### **Deliverables:**

- Preliminary Plans
- Preliminary Cost Estimates
- Relevant Feasibility Studies

### Task 5: CEQA Documentation

Complete environmental review pursuant to CEQA. Prepare all necessary environmental documentation. Prepare letter stating no legal challenges (or addressing legal challenges).

#### **Deliverables:**

- All completed CEQA documents as required
- Legal Challenges Letter

### Task 6: Permitting

It is anticipated that the project will require review by the State Water Resources Control Board Division of Drinking Water for compliance with State Waterworks Standards. An updated Water Supply Permit will be issued as part of the construction completion.

#### **Deliverables:**

- Permits as required

### Task 7: Design

The engineer will review all documents such as existing drawings, specifications and other information that is available and will make on-site visit(s) in order to gather additional field-related information. The preliminary design will include the following supporting work, as necessary: geotechnical investigation, topographic survey, location of existing utilities and confirmation of operational strategies with system operators. Preliminary design will also include preliminary earthwork calculations, preliminary design details for tank foundation, preliminary design details for consideration and approval by owner and regulatory authorities. Final design will include the development of final plans and specifications for all project components. Final design will include details for site grading, yard piping, inlet/outlet piping, valve details and all aspects of the project as required for a complete set of construction documents. Technical Specifications are anticipated to cover site development, grading, bolted steel storage tank, piping, valves, reinforced concrete, testing and disinfection of all facilities. Final design will also include the initial compilation of bid and contract documents with the technical specifications. A final opinion of probable construction cost will be provided.

#### **Deliverables:**

- Basis of Design Report
- 100% Design Plans and Specifications
- Geotechnical Report, if necessary
- Topographic Survey, if necessary
- Technical Specifications

### Task 8: Project Monitoring Plan

Develop and submit a Project Monitoring Plan per Paragraph 16 for DWR's review and approval.

#### **Deliverables:**

- Project Monitoring Plan

**Budget Category (d): Construction/Implementation****Task 9: Contract Services**

This task must comply with the Paragraph D.11 – Competitive Bidding and Procurements. Activities necessary (as applicable) to secure a contractor and award the contract, including: develop bid documents, prepare advertisement and contract documents for construction contract bidding, conduct pre-bid meeting, bid opening and evaluation, selection of the contractor, award of contract, and issuance of notice to proceed.

**Deliverables:**

- Bid Documents
- Proof of Advertisement
- Award of Contract
- Notice to Proceed

**Task 10: Construction Administration**

This task includes managing contractor submittal review, answering requests for information, and issuing work directives. A full-time engineering construction observer will be on site for the duration of the project. Construction observer duties include documenting of pre-construction conditions, daily construction diary, preparing change orders, addressing questions of contractors on site, reviewing/ updating project schedule, reviewing contractor log submittals and pay requests, forecasting cash flow, notifying contractor if work is not acceptable. Upon completing the project, the DWR Certificate of Project Completion and record drawings will be provided to DWR.

**Deliverables:**

- DWR Certificate of Project Completion
- Record Drawings

**Task 11: Construction**

Construction activities are outlined below.

11(a): Mobilization and Demobilization: Tank will be ordered, shipped and stored at the water plant. The tank site will be cleared of any materials and made ready for site preparation.

11(b): Site preparation will include excavation of site, improvements of base soil, proper compaction of the tank site and leveling of tank footings base.

11(c): Install concrete perimeter footing and pipe penetrations for the tank.

11(d): Erect approximately 30 feet diameter, 135,000-gallon factory coated bolted steel tank. Install water lines, valves and connections to connect the new tank to the existing system. Overflow elevation to match height of existing tanks. Tank inlet and outlet lines will connect to lines currently serving an existing 100,000-gallon tank.

11(e): Performance Testing: Disinfect tank and water lines. Perform bacteriological tests. Perform leakage tests.

**Deliverables:**

- Photographic Documentation of Progress

## EXHIBIT B

## BUDGET

## PROPOSITION 1 ROUND 1 UPPER FEATHER RIVER IRWM IMPLEMENTATION GRANT

## AGREEMENT BUDGET SUMMARY

	Grant Amount	Required Cost Share: Non-State Fund Source	Other Cost Share	Total Cost	Percent Cost Share
Grant Administration	\$70,876	N/A	\$0	\$70,876	N/A
<b>PROJECTS</b>					
1 Alternative Water Source Development	\$627,660	\$0	\$75,681	\$703,301	0%
2 Community/Emergency Water Storage Tank	\$304,000	\$0	\$10,000	\$314,000	0%
<b>GRAND TOTAL</b>	<b>\$1,002,536</b>	<b>\$0</b>	<b>\$85,681</b>	<b>\$1,088,117</b>	<b>-</b>

## Grant Administration

Implementing Agency: County of Plumas

BUDGET CATEGORY	Grant Amount	Required Cost Share: Non-State Fund Source*	Other Cost Share	Total Cost
a Project Administration	\$70,876	\$0	\$0	\$70,876
<b>TOTAL COSTS</b>	<b>\$70,876</b>	<b>\$0</b>	<b>\$0</b>	<b>\$70,876</b>

**PROJECT 1: Alternative Water Source Development**

Implementing Agency: Sierraville Public Utilities District

Project directly serves a need of a Disadvantaged Community: Yes

BUDGET CATEGORY		Grant Amount	Required Cost Share: Non-State Fund Source*	Other Cost Share**	Total Cost
a	Project Administration	\$29,377.60	\$0	\$5,060	\$34,437.60
b	Land Purchase / Easement	\$0	\$0	\$0	\$0
c	Planning / Design / Engineering / Environmental Documentation	\$150,390	\$0	\$16,710	\$167,100
d	Construction / Implementation	\$447,892.40	\$0	\$53,911	\$501,803.40
<b>TOTAL COSTS</b>		<b>\$627,660</b>	<b>\$0</b>	<b>\$75,681</b>	<b>\$703,301</b>

**NOTES:**

Eligible costs for each Budget Category will only be approved for reimbursement and Cost Share for the work completed within the date ranges listed in Exhibit C.

\*Project received a 100% DAC cost share waiver. \*\* Other cost share comes from USDA Rural Development Grant/Loan.

**PROJECT 2: Community/Emergency Water Storage Tank**

Implementing Agency: Indian Valley Community Services District

Project directly serves a need of a Disadvantaged Community: Yes

BUDGET CATEGORY		Grant Amount	Required Cost Share: Non-State Fund Source*	Other Cost Share**	Total Cost
a	Project Administration	\$0	\$0	\$10,000	\$10,000
b	Land Purchase / Easement	\$0	\$0	\$0	\$0
c	Planning / Design / Engineering / Environmental Documentation	\$49,000	\$0	\$0	\$49,000
d	Construction / Implementation	\$255,000	\$0	\$0	\$255,000
<b>TOTAL COSTS</b>		<b>\$304,000</b>	<b>\$0</b>	<b>\$10,000</b>	<b>\$314,000</b>

**NOTES:**

Eligible costs for each Budget Category will only be approved for reimbursement and Cost Share for the work completed within the date ranges listed in Exhibit C.

\*Project received a 100% DAC cost share waiver. \*\* Other cost share comes from Indian Valley Community Services District.

EXHIBIT C  
SCHEDULE

## PROPOSITION 1 ROUND 1 UPPER FEATHER RIVER IRWM IMPLEMENTATION GRANT

## Grant Administration

BUDGET CATEGORY		Start Date	End Date
a	Project Administration	10/1/2020	10/31/2023

## PROJECT 1: Alternative Water Source Development

BUDGET CATEGORY		Start Date	End Date
a	Project Administration	1/1/2021	7/31/2023
b	Land Purchase / Easement	N/A	N/A
c	Planning / Design / Engineering / Environmental Documentation	1/1/2021	7/31/2022*
d	Construction / Implementation	4/1/2022	4/30/2023

\*Overlap in schedules for categories (c) and (d) is to provide for permitting compliance.

## PROJECT 2: Community/Emergency Water Storage Tank

BUDGET CATEGORY		Start Date	End Date
a	Project Administration	10/1/2020	12/31/2022
b	Land Purchase / Easement	N/A	N/A
c	Planning / Design / Engineering / Environmental Documentation	10/1/2020	4/30/2021*
d	Construction / Implementation	1/1/2021	10/31/2022

\*Overlap in schedules for categories (c) and (d) is to allow for minor revisions to final design during site preparation activities.

## EXHIBIT D

### STANDARD CONDITIONS

D.1. **ACCOUNTING AND DEPOSIT OF FUNDING DISBURSEMENT:** A. Separate Accounting of Funding Disbursements: Grantee shall account for the money disbursed pursuant to this Grant agreement separately from all other Grantee funds. Grantee shall maintain audit and accounting procedures that are in accordance with generally accepted accounting principles and practices, consistently applied. Grantee shall keep complete and accurate records of all receipts and disbursements on expenditures of such funds. Grantee shall require its contractors or subcontractors to maintain books, records, and other documents pertinent to their work in accordance with generally accepted accounting principles and practices. Records are subject to inspection by State at any and all reasonable times.  
B. Disposition of Money Disbursed: All money disbursed pursuant to this Grant agreement shall be deposited in a non-interest bearing account, administered, and accounted for pursuant to the provisions of applicable law.  
C. Remittance of Unexpended Funds: Grantee shall remit to State any unexpended funds that were disbursed to Grantee under this Grant agreement and were not used to pay Eligible Project Costs within a period of sixty (60) calendar days from the final disbursement from State to Grantee of funds or, within thirty (30) calendar days of the expiration of the Grant agreement, whichever comes first.

D.2. **ACKNOWLEDGEMENT OF CREDIT AND SIGNAGE:** Grantee shall include appropriate acknowledgement of credit to the State for its support when promoting the Project or using any data and/or information developed under this Grant agreement. Signage shall be posted in a prominent location at Project site(s) (if applicable) or at the Grantee's headquarters and shall include the Department of Water Resources color logo and the following disclosure statement: "Funding for this project has been provided in full or in part from the Water Quality, Supply, and Infrastructure Improvement Act of 2014 and through an agreement with the State Department of Water Resources." The Grantee shall also include in each of its contracts for work under this Agreement a provision that incorporates the requirements stated within this Paragraph.

D.3. **AMENDMENT:** This Grant agreement may be amended at any time by mutual agreement of the Parties, except insofar as any proposed amendments are in any way contrary to applicable law. Requests by the Grantee for amendments must be in writing stating the amendment request and the reason for the request. Requests solely for a time extension must be submitted at least 90 days prior to the work completion date set forth in Paragraph 2. Any other request for an amendment must be submitted at least 180 days prior to the work completion date set forth in Paragraph 2. State shall have no obligation to agree to an amendment.

D.4. **AMERICANS WITH DISABILITIES ACT:** By signing this Grant agreement, Grantee assures State that it complies with the Americans with Disabilities Act (ADA) of 1990, (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.

D.5. **AUDITS:** State reserves the right to conduct an audit at any time between the execution of this Grant agreement and the completion of the Project, with the costs of such audit borne by State. After completion of the Project, State may require Grantee to conduct a final audit to State's specifications, at Grantee's expense, such audit to be conducted by and a report prepared by an independent Certified Public Accountant. Failure or refusal by Grantee to comply with this provision shall be considered a breach of this Grant agreement, and State may elect to pursue any remedies provided in Paragraph 12 or take any other action it deems necessary to protect its interests. The Grantee agrees it shall return any audit disallowances to the State.

Pursuant to Government Code section 8546.7, the Grantee shall be subject to the examination and audit by the State for a period of three (3) years after final payment under this Grant agreement with respect of all matters connected with this Grant agreement, including but not limited to, the cost of administering this Grant agreement. All records of Grantee or its contractor or subcontractors shall be preserved for this purpose for at least three (3) years after receipt of the final disbursement under this Agreement. If an audit reveals any impropriety, the Bureau of State Audits or the State Controller's Office may conduct a full audit of any or all of the Grantee's activities. (Water Code, § 79708, subd. (b).)

D.6. **BUDGET CONTINGENCY:** If the Budget Act of the current year covered under this Grant agreement does not appropriate sufficient funds for this program, this Grant agreement shall be of no force and effect. This provision shall be construed as a condition precedent to the obligation of State to make any payments under this Grant agreement. In this event, State shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Grant agreement and Grantee shall not be obligated to perform any provisions of this Grant agreement. Nothing in this Grant agreement shall be construed to provide Grantee with a right of priority for payment over any other Grantee. If funding for any fiscal year after the current year covered by this Grant agreement is reduced or deleted by the Budget Act, by Executive Order, or by order of the Department of Finance, the State shall have the option to either cancel this Grant agreement with no liability occurring to State, or offer a Grant agreement amendment to Grantee to reflect the reduced amount.

D.7. **CALIFORNIA CONSERVATION CORPS:** Grantee may use the services of the California Conservation Corps or other community conservation corps as defined in Public Resources Code section 14507.5.

D.8. **CEQA:** Activities funded under this Grant agreement, regardless of funding source, must be in compliance with the California Environmental Quality Act (CEQA). (Pub. Resources Code, § 21000 et seq.) Any work that is subject to CEQA and funded under this Agreement shall not proceed until documents that satisfy the CEQA process are received by the State's Project Manager and the State has completed its CEQA compliance. Work funded under this Agreement that is subject to a CEQA document shall not proceed until and unless approved by the Department of Water Resources. Such approval is fully discretionary and shall constitute a condition precedent to any work for which it is required. If CEQA compliance by the Grantee is not complete at the time the State signs this Agreement, once State has considered the environmental documents, it may decide to require changes, alterations, or other mitigation to the Project; or to not fund the Project. Should the State decide to not fund the Project, this Agreement shall be terminated in accordance with Paragraph 12, "Default Provisions."

D.9. **CHILD SUPPORT COMPLIANCE ACT:** The Grantee acknowledges in accordance with Public Contract Code section 7110, that:

- A. The Grantee recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in 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.

D.10. **CLAIMS DISPUTE:** Any claim that the Grantee may have regarding performance of this Agreement including, but not limited to, claims for additional compensation or extension of time, shall be submitted to the DWR Project Representative, within thirty (30) days of the Grantee's knowledge of the claim. State and Grantee shall then attempt to negotiate a resolution of such claim and process an amendment to this Agreement to implement the terms of any such resolution.

D.11. **COMPETITIVE BIDDING AND PROCUREMENTS:** Grantee's contracts with other entities for the acquisition of goods and services and construction of public works with funds provided by State under this Grant agreement must be in writing and shall comply with all applicable laws and regulations regarding the securing of competitive bids and undertaking competitive negotiations. If the Grantee does not have a written policy to award contracts through a competitive bidding or sole source process, the Department of General Services' *State Contracting Manual* rules must be followed and are available at: <https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/State-Contracting>.

D.12. **COMPUTER SOFTWARE:** Grantee certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Grant agreement for the acquisition, operation, or maintenance of computer software in violation of copyright laws.

D.13. **CONFLICT OF INTEREST:** All participants are subject to State and Federal conflict of interest laws. Failure to comply with these laws, including business and financial disclosure provisions, will result in the application being rejected and any subsequent contract being declared void. Other legal action may also be taken. Applicable statutes include, but are not limited to, Government Code section 1090 and Public Contract Code sections 10410 and 10411, for State conflict of interest requirements.

- A. **Current State Employees:** No State officer or employee shall engage in any employment, activity, or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any State agency, unless the employment, activity, or enterprise is required as a condition of regular State employment. No State officer or employee shall contract on his or her own behalf as an independent contractor with any State agency to provide goods or services.
- B. **Former State Employees:** For the two-year period from the date he or she left State employment, no former State officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements, or any part of the decision-making process relevant to the contract while employed in any capacity by any State agency. For the twelve-month period from the date he or she left State employment, no former State officer or employee may enter into a contract with any State agency if he or she was employed by that State agency in a policy-making position in the same general subject area as the proposed contract within the twelve-month period prior to his or her leaving State service.
- C. **Employees of the Grantee:** Employees of the Grantee shall comply with all applicable provisions of law pertaining to conflicts of interest, including but not limited to any applicable conflict of interest provisions of the California Political Reform Act. (Gov. Code, § 87100 et seq.)
- D. **Employees and Consultants to the Grantee:** Individuals working on behalf of a Grantee may be required by the Department to file a Statement of Economic Interests (Fair Political Practices Commission Form 700) if it is determined that an individual is a consultant for Political Reform Act purposes.

D.14. **DELIVERY OF INFORMATION, REPORTS, AND DATA:** Grantee agrees to expeditiously provide throughout the term of this Grant agreement, such reports, data, information, and certifications as may be reasonably required by State.

D.15. **DISPOSITION OF EQUIPMENT:** Grantee shall provide to State, not less than thirty (30) calendar days prior to submission of the final invoice, an itemized inventory of equipment purchased with funds provided by State. The inventory shall include all items with a current estimated fair market value of more than \$5,000.00 per item. Within sixty (60) calendar days of receipt of such inventory State shall provide Grantee with a list of the items on the inventory that State will take title to. All other items shall become the property of Grantee. State shall arrange for delivery from Grantee of items that it takes title to. Cost of transportation, if any, shall be borne by State.

D.16. **DRUG-FREE WORKPLACE CERTIFICATION:** Certification of Compliance: By signing this Grant agreement, Grantee, its contractors or subcontractors hereby certify, under penalty of perjury under the laws of State of California, compliance with the requirements of the Drug-Free Workplace Act of 1990 (Gov. Code, § 8350 et seq.) and have or will provide a drug-free workplace by taking the following actions:

- A. Publish a statement notifying employees, contractors, and subcontractors that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees, contractors, or subcontractors for violations, as required by Government Code section 8355.
- B. Establish a Drug-Free Awareness Program, as required by Government Code section 8355 to inform employees, contractors, or subcontractors about all of the following:
  - i. The dangers of drug abuse in the workplace,
  - ii. Grantee's policy of maintaining a drug-free workplace,
  - iii. Any available counseling, rehabilitation, and employee assistance programs, and
  - iv. Penalties that may be imposed upon employees, contractors, and subcontractors for drug abuse violations.
- C. Provide, as required by Government Code section 8355, that every employee, contractor, and/or subcontractor who works under this Grant agreement:
  - i. Will receive a copy of Grantee's drug-free policy statement, and
  - ii. Will agree to abide by terms of Grantee's condition of employment, contract or subcontract.

D.17. **EASEMENTS:** Where the Grantee acquires property in fee title or funds improvements to real property already owned in fee by the Grantee using State funds provided through this Grant agreement, an appropriate easement or other title restriction providing for floodplain preservation and agricultural and/or wildlife habitat conservation for the subject property in perpetuity, approved by the State, shall be conveyed to a regulatory or trustee agency or conservation group acceptable to the State. The easement or other title restriction must be in first position ahead of any recorded mortgage or lien on the property unless this requirement is waived by the State.  
Where the Grantee acquires an easement under this Agreement, the Grantee agrees to monitor and enforce the terms of the easement, unless the easement is subsequently transferred to another land management or conservation organization or entity with State permission, at which time monitoring and enforcement responsibilities will transfer to the new easement owner.  
Failure to provide an easement acceptable to the State may result in termination of this Agreement.

D.18. **FINAL INSPECTIONS AND CERTIFICATION OF REGISTERED PROFESSIONAL:** Upon completion of the Project, Grantee shall provide for a final inspection and certification by a California Registered Professional (i.e., Professional Civil Engineer, Engineering Geologist), that the Project has been completed in accordance with submitted final plans and specifications and any modifications thereto and in accordance with this Grant agreement.

D.19. **GRANTEE'S RESPONSIBILITIES:** Grantee and its representatives shall:

- A. Faithfully and expeditiously perform or cause to be performed all project work as described in Exhibit A and in accordance with Exhibits B and C.
- B. Accept and agree to comply with all terms, provisions, conditions, and written commitments of this Grant agreement, including all incorporated documents, and to fulfill all assurances, declarations, representations, and statements made by Grantee in the application, documents, amendments, and communications filed in support of its request for funding.
- C. Comply with all applicable California, federal, and local laws and regulations.
- D. Implement the Project in accordance with applicable provisions of the law.
- E. Fulfill its obligations under the Grant agreement and be responsible for the performance of the Project.

- F. Obtain any and all permits, licenses, and approvals required for performing any work under this Grant agreement, including those necessary to perform design, construction, or operation and maintenance of the Project. Grantee shall provide copies of permits and approvals to State.
- G. Be solely responsible for design, construction, and operation and maintenance of projects within the work plan. Review or approval of plans, specifications, bid documents, or other construction documents by State is solely for the purpose of proper administration of funds by State and shall not be deemed to relieve or restrict responsibilities of Grantee under this Agreement.
- H. Be solely responsible for all work and for persons or entities engaged in work performed pursuant to this Agreement, including, but not limited to, contractors, subcontractors, suppliers, and providers of services. The Grantee shall be responsible for any and all disputes arising out of its contracts for work on the Project, including but not limited to payment disputes with contractors and subcontractors. The State will not mediate disputes between the Grantee and any other entity concerning responsibility for performance of work.

D.20. **GOVERNING LAW:** This Grant agreement is governed by and shall be interpreted in accordance with the laws of the State of California.

D.21. **INCOME RESTRICTIONS:** The Grantee agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the Grantee under this Agreement shall be paid by the Grantee to the State, to the extent that they are properly allocable to costs for which the Grantee has been reimbursed by the State under this Agreement. The Grantee shall also include in each of its contracts for work under this Agreement a provision that incorporates the requirements stated within this Paragraph.

D.22. **INDEMNIFICATION:** Grantee shall indemnify and hold and save the State, its officers, agents, and employees, free and harmless from any and all liabilities for any claims and damages (including inverse condemnation) that may arise out of the Project and this Agreement, including, but not limited to any claims or damages arising from planning, design, construction, maintenance and/or operation of levee rehabilitation measures for this Project and any breach of this Agreement. Grantee shall require its contractors or subcontractors to name the State, its officers, agents and employees as additional insureds on their liability insurance for activities undertaken pursuant to this Agreement.

D.23. **INDEPENDENT CAPACITY:** Grantee, and the agents and employees of Grantees, in the performance of the Grant agreement, shall act in an independent capacity and not as officers, employees, or agents of the State.

D.24. **INSPECTION OF BOOKS, RECORDS, AND REPORTS:** During regular office hours, each of the parties hereto and their duly authorized representatives shall have the right to inspect and to make copies of any books, records, or reports of either party pertaining to this Grant agreement or matters related hereto. Each of the parties hereto shall maintain and shall make available at all times for such inspection accurate records of all its costs, disbursements, and receipts with respect to its activities under this Grant agreement. Failure or refusal by Grantee to comply with this provision shall be considered a breach of this Grant agreement, and State may withhold disbursements to Grantee or take any other action it deems necessary to protect its interests.

D.25. **INSPECTIONS OF PROJECT BY STATE:** State shall have the right to inspect the work being performed at any and all reasonable times during the term of the Grant agreement. This right shall extend to any subcontracts, and Grantee shall include provisions ensuring such access in all its contracts or subcontracts entered into pursuant to its Grant agreement with State.

D.26. **LABOR CODE COMPLIANCE:** The Grantee agrees to be bound by all the provisions of the Labor Code regarding prevailing wages and shall monitor all contracts subject to reimbursement from this Agreement to assure that the prevailing wage provisions of the Labor Code are being met. Current Department of Industrial Relations (DIR) requirements may be found at: <http://www.dir.ca.gov/lcp.asp>.

For more information, please refer to DIR's *Public Works Manual* at: <https://www.dir.ca.gov/dlse/PWManualCombined.pdf>. The Grantee affirms that it is aware of the provisions of section 3700 of the Labor Code, which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance, and the Grantee affirms that it will comply with such provisions before commencing the performance of the work under this Agreement and will make its contractors and subcontractors aware of this provision.

D.27. **MODIFICATION OF OVERALL WORK PLAN:** At the request of the Grantee, the State may at its sole discretion approve non-material changes to the portions of Exhibits A, B, and C which concern the budget and schedule without formally amending this Grant agreement. Non-material changes with respect to the budget are changes that only result in reallocation of the budget and will not result in an increase in the amount of the State Grant agreement. Non-material changes with respect to the Project schedule are changes that will not extend the term of this Grant agreement. Requests for non-material changes to the budget and schedule must be submitted by the Grantee to the State in writing and are not effective unless and until specifically approved by the State's Program Manager in writing.

D.28. **NONDISCRIMINATION:** During the performance of this Grant agreement, Grantee and its contractors or subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex (gender), sexual orientation, gender identity, race, color, ancestry, religion, creed, national origin (including language use restriction), pregnancy, physical disability (including HIV and AIDS), mental disability, medical condition (cancer/genetic characteristics), age (over 40), marital/domestic partner status, and denial of medical and family care leave or pregnancy disability leave. Grantee and its contractors or subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Grantee and its contractors or subcontractors shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code, § 12990.) and the applicable regulations promulgated there under (Cal. Code Regs., tit. 2, § 11000 et seq.). The applicable regulations of the Fair Employment and Housing are incorporated into this Agreement by reference. Grantee and its contractors or subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

Grantee shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Grant agreement.

D.29. **OPINIONS AND DETERMINATIONS:** Where the terms of this Grant agreement provide for action to be based upon, judgment, approval, review, or determination of either party hereto, such terms are not intended to be and shall never be construed as permitting such opinion, judgment, approval, review, or determination to be arbitrary, capricious, or unreasonable.

D.30. **PERFORMANCE BOND:** Where contractors are used, the Grantee shall not authorize construction to begin until each contractor has furnished a performance bond in favor of the Grantee in the following amounts: faithful performance (100%) of contract value, and labor and materials (100%) of contract value. This requirement shall not apply to any contract for less than \$25,000.00. Any bond issued pursuant to this paragraph must be issued by a California-admitted surety. (Pub. Contract Code, § 7103; Code Civ. Proc., § 995.311.)

D.31. **PRIORITY HIRING CONSIDERATIONS:** If this Grant agreement includes services in excess of \$200,000, the Grantee shall give priority consideration in filling vacancies in positions funded by the Grant agreement to qualified recipients of aid under Welfare and Institutions Code section 11200 in accordance with Public Contract Code section 10353.

D.32. **PROHIBITION AGAINST DISPOSAL OF PROJECT WITHOUT STATE PERMISSION:** The Grantee shall not sell, abandon, lease, transfer, exchange, mortgage, hypothecate, or encumber in any manner whatsoever all or any portion of any real or other property necessarily connected or used in

conjunction with the Project, or with Grantee's service of water, without prior permission of State. Grantee shall not take any action, including but not limited to actions relating to user fees, charges, and assessments that could adversely affect the ability of Grantee to meet its obligations under this Grant agreement, without prior written permission of State. State may require that the proceeds from the disposition of any real or personal property be remitted to State.

D.33. **PROJECT ACCESS:** The Grantee shall ensure that the State, the Governor of the State, or any authorized representative of the foregoing, will have safe and suitable access to the Project site at all reasonable times during Project construction and thereafter for the term of this Agreement.

D.34. **REMAINING BALANCE:** In the event the Grantee does not submit invoices requesting all of the funds encumbered under this Grant Agreement, any remaining funds revert to the State. The State will notify the Grantee stating that the Project file is closed and any remaining balance will be disencumbered and unavailable for further use under this Grant Agreement.

D.35. **REMEDIES NOT EXCLUSIVE:** The use by either party of any remedy specified herein for the enforcement of this Grant agreement is not exclusive and shall not deprive the party using such remedy of, or limit the application of, any other remedy provided by law.

D.36. **RETENTION:** The State shall withhold ten percent (10%) of the funds, for each project, until the project is complete, and a Final Project Report is approved and accepted by DWR. If a project has multiple Components (within a project), at the State's discretion and upon a written request by the Grantee, any retained amount attributable to a single component may be released when that component is complete and the Final Component Completion Report is approved. Upon approval of the Final Project Report and/or Final Component Completion Report, any retained amounts due to the Grantee will be promptly disbursed to the Grantee, without interest.

D.37. **RIGHTS IN DATA:** Grantee agrees that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes and other written or graphic work produced in the performance of this Grant agreement shall be made available to the State and shall be in the public domain to the extent to which release of such materials is required under the California Public Records Act. (Gov. Code, § 6250 et seq.) Grantee may disclose, disseminate and use in whole or in part, any final form data and information received, collected and developed under this Grant agreement, subject to appropriate acknowledgement of credit to State for financial support. Grantee shall not utilize the materials for any profit-making venture or sell or grant rights to a third party who intends to do so. The State shall have the right to use any data described in this paragraph for any public purpose.

D.38. **SEVERABILITY:** Should any portion of this Grant agreement be determined to be void or unenforceable, such shall be severed from the whole and the Grant agreement shall continue as modified.

D.39. **SUSPENSION OF PAYMENTS:** This Grant agreement may be subject to suspension of payments or termination, or both if the State determines that:

- Grantee, its contractors, or subcontractors have made a false certification, or
- Grantee, its contractors, or subcontractors violates the certification by failing to carry out the requirements noted in this Grant agreement.

D.40. **SUCCESSORS AND ASSIGNS:** This Grant agreement and all of its provisions shall apply to and bind the successors and assigns of the parties. No assignment or transfer of this Grant agreement or any part thereof, rights hereunder, or interest herein by the Grantee shall be valid unless and until it is approved by State and made subject to such reasonable terms and conditions as State may impose.

D.41. **TERMINATION BY GRANTEE:** Subject to State approval which may be reasonably withheld, Grantee may terminate this Agreement and be relieved of contractual obligations. In doing so, Grantee must

provide a reason(s) for termination. Grantee must submit all progress reports summarizing accomplishments up until termination date.

D.42. **TERMINATION FOR CAUSE:** Subject to the right to cure under Paragraph 12, "Default Provisions," the State may terminate this Grant agreement and be relieved of any payments should Grantee fail to perform the requirements of this Grant agreement at the time and in the manner herein, provided including but not limited to reasons of default under Paragraph 12, "Default Provisions."

D.43. **TERMINATION WITHOUT CAUSE:** The State may terminate this Agreement without cause on 30 days' advance written notice. The Grantee shall be reimbursed for all reasonable expenses incurred up to the date of termination.

D.44. **THIRD PARTY BENEFICIARIES:** The parties to this Agreement do not intend to create rights in, or grant remedies to, any third party as a beneficiary of this Agreement, or any duty, covenant, obligation or understanding established herein.

D.45. **TIMELINESS:** Time is of the essence in this Grant agreement.

D.46. **TRAVEL – DAC, EDA, TRIBES PROJECT:** Travel is only an eligible reimbursable expense for projects providing at least 75% of benefits to DACs, EDAs, and/or Tribes (based on population or geographic area). Only ground transportation and lodging are eligible for grant reimbursement. Per diem costs will not be eligible for grant reimbursement. Any reimbursement for necessary travel shall be at rates not to exceed those set by the California Department of Human Resources. These rates may be found at: <http://www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx>. Reimbursement will be at the State travel amounts that are current as of the date costs are incurred. No travel outside of the IRWM region shall be reimbursed unless prior written authorization is obtained from the State.

D.47. **UNION ORGANIZING:** Grantee, by signing this Grant agreement, hereby acknowledges the applicability of Government Code sections 16645 through 16649 to this Grant agreement. Furthermore, Grantee, by signing this Grant agreement, hereby certifies that:

- No State funds disbursed by this Grant agreement will be used to assist, promote, or deter union organizing.
- Grantee shall account for State funds disbursed for a specific expenditure by this Grant agreement to show those funds were allocated to that expenditure.
- Grantee shall, where State funds are not designated as described in (b) above, allocate, on a pro rata basis, all disbursements that support the program.
- If Grantee makes expenditures to assist, promote, or deter union organizing, 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.

D.48. **VENUE:** The State and the Grantee hereby agree that any action arising out of this Agreement shall be filed and maintained in the Superior Court in and for the County of Sacramento, California, or in the United States District Court in and for the Eastern District of California. The Grantee hereby waives any existing sovereign immunity for the purposes of this Agreement.

D.49. **WAIVER OF RIGHTS:** None of the provisions of this Grant agreement shall be deemed waived unless expressly waived in writing. It is the intention of the parties here to that from time to time either party may waive any of its rights under this Grant agreement unless contrary to law. Any waiver by either party of rights arising in connection with the Grant agreement shall not be deemed to be a waiver with respect to any other rights or matters, and such provisions shall continue in full force and effect.

**EXHIBIT E**  
**AUTHORIZING RESOLUTION**

RESOLUTION NO. 2020-8490

**A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF PLUMAS  
AUTHORIZING THE PROPOSAL SUBMITTAL AND EXECUTION OF AN AGREEMENT WITH THE STATE OF CALIFORNIA FOR  
THE PROPOSITION 1 ROUND 1 INTEGRATED REGIONAL WATER MANAGEMENT IMPLEMENTATION GRANT**

WHEREAS, the Plumas County Board of Commissioners is the governing body for the Plumas County Community Development Commission and adopted Resolution No. 2019-005 on November 18, 2019 authorizing the agency to apply for and/or administer the Department of Water Resources water grants as part of the Integrated Regional Water Management process; and

WHEREAS, an application was submitted by the Plumas County Community Development Commission to the Department of Water Resources for the Upper Feather River Integrated Regional Water Management Region Proposition 1 Round 1 Implementation Grant with the Plumas County Community Development Commission as the grant applicant; and

WHEREAS, due to concerns regarding the Plumas County Community Development Commission's staffing capacity and Department of Water Resources grant management experience it is the desire of the Upper Feather River Regional Water Management Group to change the grant applicant to the County of Plumas; and

WHEREAS, on June 5, 2020 a letter was submitted on behalf of the Upper Feather River Regional Water Management Group to the Department of Water Resources requesting the change of applicant; and

WHEREAS, said letter states Plumas County has a long history of administering grant funding in the Upper Feather River Integrated Regional Water Management region and has been the umbrella agency since 2014 for coordinating the Upper Feather River Regional Water Management Group; and

WHEREAS, on June 5, 2020 the Department of Water Resources replied to the Upper Feather River Regional Water Management Group acknowledging receipt of the letter with the change of applicant request and confirmed the change will be made; and

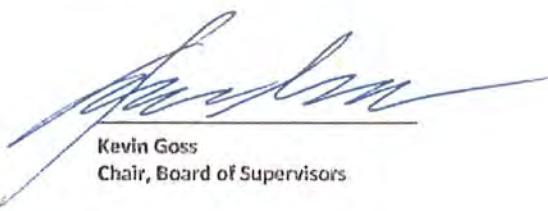
WHEREAS, the Board of Supervisors is the governing body of Plumas County and the Chair of the Board of Supervisors has the delegated authority to execute contract agreements.

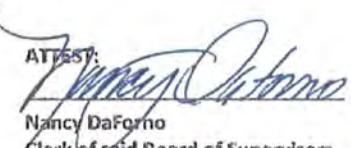
**NOW, THEREFORE, THE BOARD OF SUPERVISORS OF PLUMAS COUNTY RESOLVE THAT:**

The proposal be made to the California Department of Water Resources to obtain a Round 1 Integrated Regional Water Management Implementation Grant pursuant to the Water Quality, Supply, and Infrastructure Improvement Act of 2014 (Water Code Section 79700 et seq.), and to enter into an agreement to receive a grant for the water agencies within the Upper Feather River IRWM Region; and the Chair of the Board of Supervisors, or designee, is hereby authorized and directed to prepare the necessary data, conduct investigations, file such proposal, and execute a grant agreement with the California Department of Water Resources.

ADOPTED July 16, 2020, by the Board of Supervisors of the County of Plumas by the following vote:

AYES: SUPERVISORS SIMPSON, THRALL, ENGEL, GOSS  
NOES: NONE  
ABSENT: NONE  
ABSTAIN: NONE

  
Kevin Goss  
Chair, Board of Supervisors

ATTEST:  
  
Nancy DaForno  
Clerk of said Board of Supervisors

## EXHIBIT F

### REPORT FORMATS AND REQUIREMENTS

The following reporting formats should be utilized. Please obtain State approval prior to submitting a report in an alternative format.

#### **PROGRESS REPORTS**

Progress reports shall generally use the following format. This format may be modified as necessary to effectively communicate information. For each project, discuss the following at the task level, as organized in Exhibit A:

- Percent complete (by work)
- Discussion of work accomplished during the reporting period.
- Milestones or deliverables completed/submitted during the reporting period.
- Meetings held or attended.
- Scheduling concerns and issues encountered that may delay completion of the task.
- Budget projections for grant share for the next two quarters

For each project, discuss the following at the project level, as organized in Exhibit A:

- Work anticipated for the next reporting period.
- Photo documentation, as appropriate.
- Any schedule or budget modifications approved by DWR during the reporting period.

#### **PROJECT COMPLETION REPORT**

The Project Completion Report (or a Component Completion Report, if a Project has multiple Components) shall generally use the following format provided below for each project after completion.

##### **Executive Summary**

The Executive Summary should include a brief summary of project information and include the following items:

- Brief description of work proposed to be done in the original Grant application.
- List any official amendments to this Grant Agreement, with a short description of the amendment.

##### **Reports and/or Products**

The following items should be provided, unless already submitted as a deliverable:

- A copy of any final technical report or study, produced for or utilized in this Project as described in the Exhibit A
- Electronic copies of any data collected, not previously submitted
- Discussion of problems that occurred during the work and how those problems were resolved
- Final project schedule showing actual progress versus planned progress as shown in Exhibit C

Additional information that may be applicable for implementation projects includes the following:

- Record drawings
- Final geodetic survey information
- Project photos

## Cost & Disposition of Funds

A list showing:

- Summary of Project costs including the following items:
  - Accounting of the cost of project expenditure;
  - Include all internal and external costs not previously disclosed (i.e., additional cost share); and
  - A discussion of factors that positively or negatively affected the project cost and any deviation from the original Project cost estimate.

## Additional Information

- Benefits derived from the Project, with quantification of such benefits provided.
- If applicable, Certification from a California Registered Professional (Civil Engineer or Geologist, as appropriate), consistent with Exhibit D, that the project was conducted in accordance with the approved Work Plan in Exhibit A and any approved amendments thereto.
- Submittal schedule for the Post-Performance Report.

## GRANT COMPLETION REPORT

The Grant Completion Report shall generally use the following format. This format may be modified as necessary to effectively communicate information on the various projects funded by this Grant Agreement, and includes the following:

- Executive Summary: consisting of a maximum of ten (10) pages summarizing information for the grant as well as the individual projects.
- Brief discussion of: each project completed and how they achieved IRWM Plan objectives and/or Regional goals and whether the level, type, or magnitude of benefits of the project are comparable to the original project proposal; any remaining work to be completed and mechanism for their implementation; the benefits to DAC and/or EDA as part of this Grant Agreement if a DAC or EDA Cost Share Waiver was approved for a project; and a summary of final funds disbursement for each project.

**Additional Information:** Summary of the submittal schedule for the Post-Performance Reports applicable for the projects in this Grant Agreement.

## POST-PERFORMANCE REPORT

The Post-Performance Report (PPR) should be concise and focus on how each project is performing compared to its expected performance; whether the project is being operated and maintained and providing intended benefits as proposed. A PPR template may be provided by the assigned DWR Grant Manager upon request. The PPR should follow the general format of the template and provide requested information as applicable. The following information, at a minimum, shall be provided:

### Reports and/or products

- Header including the following:
  - Grantee Name
  - Implementing Agency (if different from Grantee)
  - Grant Agreement Number
  - Project Name
  - Funding grant source (i.e., 2019 Proposition 1 IRWM Implementation Grant)
  - Report number

- Post-Performance Report schedule
- Time period of the annual report (e.g., January 2018 through December 2018)
- Project Description Summary
- Discussion of the project benefits
- An assessment of any differences between the expected versus actual project benefits as stated in the original application. Where applicable, the reporting should include quantitative metrics (e.g., new acre-feet of water produced that year, etc.).
- Summary of any additional costs and/or benefits deriving from the project since its completion, if applicable.
- Any additional information relevant to or generated by the continued operation of the project.

**EXHIBIT G**  
**REQUIREMENTS FOR DATA SUBMITTAL**

**Surface and Groundwater Quality Data:**

Groundwater quality and ambient surface water quality monitoring data that include chemical, physical, or biological data shall be submitted to the State as described below, with a narrative description of data submittal activities included in project reports.

Surface water quality monitoring data shall be prepared for submission to the California Environmental Data Exchange Network (CEDEN). The CEDEN data templates are available on the CEDEN website. Inclusion of additional data elements described on the data templates is desirable. Data ready for submission should be uploaded to your CEDEN Regional Data Center via the CEDEN website. CEDEN website: <http://www.ceden.org>.

If a project's Work Plan contains a groundwater ambient monitoring element, groundwater quality monitoring data shall be submitted to the State for inclusion in the State Water Resources Control Board's Groundwater Ambient Monitoring and Assessment (GAMA) Program Information on the GAMA Program can be obtained at: [https://www.waterboards.ca.gov/water\\_issues/programs/gama/](https://www.waterboards.ca.gov/water_issues/programs/gama/). If further information is required, the Grantee can contact the State Water Resources Control Board (SWRCB) GAMA Program. A listing of SWRCB staff involved in the GAMA program can be found at: [https://www.waterboards.ca.gov/water\\_issues/programs/gama/contact.shtml](https://www.waterboards.ca.gov/water_issues/programs/gama/contact.shtml).

**Groundwater Level Data**

For each project that collects groundwater level data, the Grantee will need to submit this data to DWR's Water Data Library (WDL), with a narrative description of data submittal activities included in project reports, as described in Exhibit F, "Report Formats and Requirements." Information regarding the WDL and in what format to submit data in can be found at: <http://www.water.ca.gov/waterdatalibrary/>.

**EXHIBIT H****STATE AUDIT DOCUMENT REQUIREMENTS FOR THE GRANTEE**

The following provides a list of documents typically required by State Auditors and general guidelines for the Grantee. List of documents pertains to both State funding and the Grantee's Local Cost Share and details the documents/records that State Auditors would need to review in the event of this Grant Agreement is audited. The Grantee should ensure that such records are maintained for each funded project.

**State Audit Document Requirements**Internal Controls

1. Organization chart (e.g., Agency's overall organization chart and organization chart for the State funded Program/Project).
2. Written internal procedures and flowcharts for the following:
  - a) Receipts and deposits
  - b) Disbursements
  - c) State reimbursement requests
  - d) Expenditure tracking of State funds
  - e) Guidelines, policy, and procedures on State funded Program/Project
3. Audit reports of the Agency internal control structure and/or financial statements within the last two years.
4. Prior audit reports on the State funded Program/Project.

State Funding:

1. Original Grant Agreement, any amendment(s) and budget modification documents.
2. A listing of all bond-funded grants, loans, or subventions received from the State.
3. A listing of all other funding sources for each Program/Project.

Contracts:

1. All subcontractor and consultant contracts and related or partners' documents, if applicable.
2. Contracts between the Agency and member agencies as related to the State funded Program/Project.

Invoices:

1. Invoices from vendors and subcontractors for expenditures submitted to the State for payments under the Grant Agreement.
2. Documentation linking subcontractor invoices to State reimbursement, requests and related Grant Agreement budget line items.
3. Reimbursement requests submitted to the State for the Grant Agreement.

Cash Documents:

1. Receipts (copies of warrants) showing payments received from the State.
2. Deposit slips (or bank statements) showing deposit of the payments received from the State.
3. Cancelled checks or disbursement documents showing payments made to vendors, subcontractors, consultants, and/or agents under the grants or loans.
4. Bank statements showing the deposit of the receipts.

Accounting Records:

1. Ledgers showing entries for funding receipts and cash disbursements.
2. Ledgers showing receipts and cash disbursement entries of other funding sources.
3. Bridging documents that tie the general ledger to requests for Grant Agreement reimbursement.

Administration Costs:

1. Supporting documents showing the calculation of administration costs.

Personnel:

1. List of all contractors and Agency staff that worked on the State funded Program/Project.
2. Payroll records including timesheets for contractor staff and the Agency personnel who provided services charged to the program

Project Files:

1. All supporting documentation maintained in the project files.
2. All Grant Agreement related correspondence.

## EXHIBIT I

### LOCAL PROJECT SPONSORS AND PROJECT LOCATIONS

The Grantee has assigned, for each project, a Local Project Sponsor (LPS) according to the roles of the participating agencies identified in the IRWM Plan. LPSs may act on behalf of the Grantee for the purposes of individual project management, oversight, compliance, and operations and maintenance. LPSs are identified for each sponsored Project below:

#### Local Project Sponsor Agency Designation

**Sponsored Project:** Project 1: Alternative Water Source Development

**Sponsor Agency:** Sierraville Public Utilities District

**Agency Address:** PO Box 325, Sierraville, CA 96126

**Project Location:** Sierraville, California (39.56185000, -120.371483)

#### Local Project Sponsor Agency Designation

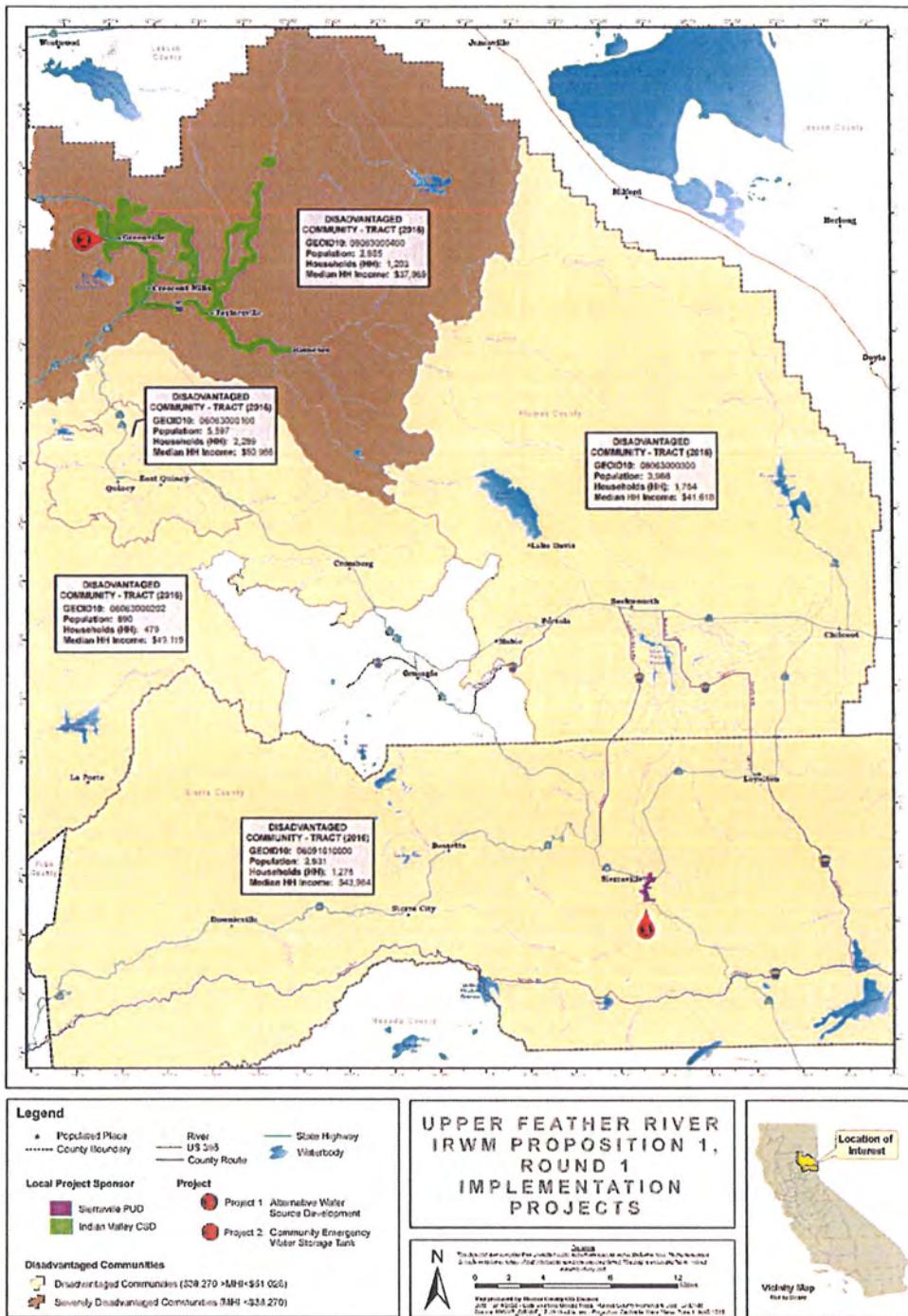
**Sponsored Project:** Project 2: Community/Emergency Water Storage Tank

**Sponsor Agency:** Indian Valley Community Services District

**Agency Address:** PO Box 899, 127 Crescent Street Suite #1, Greenville, CA 95947-0899

**Project Location:** Greenville, California (40.1359, -120.95785)

## Upper Feather River Project Sites



## EXHIBIT J

### Project Monitoring Plan Guidance

#### Introduction

For each project contained in Exhibit A, please include a brief description of the project (maximum ~150 words) including project location, implementation elements, need for the project (what problem will the project address) and responds to the requirements listed below.

#### Project Monitoring Plan Requirements

The Project Monitoring Plan shall contain responses to the following questions:

- What are the anticipated project physical benefits?
- What are the corresponding numeric targets for each project benefit?
- How will proposed numeric targets be measured?
- What are baseline conditions?
- When will the targets be met (e.g., upon project completion, five years after completion)?
- How often will monitoring be undertaken (e.g., monthly, yearly).
- Where are monitoring point locations (e.g., meter located at..., at stream mile...)? Include relevant maps.
- How will the project be maintained (e.g., irrigation, pest management, weed abatement)?
- What will be the frequency and duration of maintenance proposed activities?
- Are there any special environmental considerations (e.g., resource agency requirements, permit requirements, CEQA/NEPA mitigation measures)?
- Who is responsible for collecting the samples (i.e., who is conducting monitoring and/or maintenance)?
- How, and to whom, will monitoring results be reported (e.g., paper reports, online databases, public meetings)?
- What adaptive management strategies will be employed if problems are encountered during routine monitoring or maintenance?
- What is the anticipated life of the project?



## BOARD OF SUPERVISORS STAFF REPORT

TO: Honorable Board of Supervisors

FROM: Tracey Ferguson, AICP, Planning Director *T.F.*

MEETING DATE: August 10, 2021

SUBJECT: CONSENT ITEM: Second Amendment to Services Agreement between Plumas County and Hinman and Associates Consulting, Inc. for services in support of DWR Disadvantaged Community Involvement Grant Program

### **STAFF RECOMMENDATION:**

Approve and authorize Chair to sign Second Amendment to Services Agreement not to exceed \$17,460 between Plumas County and Hinman and Associates Consulting, Inc. for scope of work services in support of DWR Disadvantaged Community Involvement Grant Program; approved as to form by County Counsel

### **BACKGROUND/DISCUSSION:**

Sierra Institute is a grantee of the California Department of Water Resources (DWR) Disadvantaged Community Involvement (Daci) grant program, having been awarded funding for the planning and implementation of community assessments and technical assistance provision in the Mountain Counties Funding Area. Sierra Institute, through Proposition 1 funds provided by DWR, is supporting technical assistance efforts by Plumas County for the purposes of assessment, capacity building, and technical assistance to small drinking water systems.

The goal of this technical assistance grant project is to develop water shortage preparedness, needs assessment, and contingency planning strategies for the most vulnerable water systems and disadvantaged and Tribal communities in the Upper Feather River (UFR) Integrated Regional Water Management (IRWM) Region.

The grant ends December 15, 2021, and with staff turnover in the Environmental Health Department, further assistance is needed from Hinman and Associates Consulting, beyond administrative duties, to complete the scope of work.

### **ATTACHMENT:**

1. Second Amendment to Services Agreement; approved as to form by County Counsel

**SECOND AMENDMENT TO AGREEMENT**  
**BY AND BETWEEN**  
**PLUMAS COUNTY AND HINMAN AND ASSOCIATES CONSULTING, INC.**

This Second Amendment to Agreement ("Amendment") is made on August 10, 2021, between PLUMAS COUNTY, a political subdivision of the State of California ("COUNTY"), and Hinman and Associates Consulting, Inc., a California Corporation ("CONTRACTOR") who agrees as follows:

1. **Recitals:** This Amendment is made with reference to the following facts and objectives:
  - a. PLUMAS COUNTY and Hinman and Associates Consulting, Inc. have entered into a written Agreement dated August 28, 2020, (the "Agreement"), with First Amendment dated January 19, 2021, in which Hinman and Associates Consulting, Inc. agreed to provide Administrative services to Plumas County in association with the California Department of Water Resources (DWR) Disadvantaged Community Involvement (DACI) grant program.
  - b. Because of the need for assistance to complete the scope of work due to Environmental Health Department staff turnover the parties desire to change the Agreement.
2. **Amendments:** The parties agree to amend the Agreement as follows:
  - a. Exhibit A, Scope of Work, is amended to read as follows:

The Contractor agrees to complete the following tasks in association with the California Department of Water Resources (DWR) Disadvantaged Community Involvement (DACI) grant program for which Sierra Institute for Community and Environment was awarded funding, and County of Plumas being a sub-recipient, for the planning and implementation of community assessments and technical assistance to small drinking water systems in the Mountain Counties Funding Area.

The Contractor agrees to provide services as outlined in Appendix A (Scope of Work) of the Contract for Consulting Services by and between the Sierra Institute for Community and Environment and the County of Plumas which is attached hereto as Exhibit C. Such services shall include tasks in Category A (Water Shortage Preparedness and Contingency Planning Activities), Category B (DACI and Tribal Outreach and Coordination), and Category C (Administration), as described below.

**Category A: Water Shortage Preparedness and Contingency Planning Activities**

Task 4: **Tabulate Needs Assessment Data.** Using the spreadsheet developed in Task 1, track notable vulnerabilities for each system.

Task 6: **Analyze Data.** Using the Needs Assessment data and the GIS location data, identify opportunities for consolidation, trends, barriers and other relevant information.

**Category B: DACI and Tribal Outreach and Coordination**

Task 2: **Communications.** Briefings and dissemination of Project information, fact sheet, and findings will be provided to Project partners, stakeholders, and others through Upper Feather River (UFR) Integrated Regional Water Management (IRWM) Regional Water Management Group (RW MG) meetings and website, emails to list serve, and/or Board of Supervisors meetings.

Task 3: **Fact Sheet.** A SSWS / LSWS fact sheet will be prepared.

**Category C: Administration**

Task 1: **General Contract Administration.** Conduct general contract administration as described in Appendix A of Exhibit C.

Task 2: **Invoices.** Prepare invoices as described in Appendix A of Exhibit C.

Task 3: **Progress Reports.** Prepare progress reports as described in Appendix A of Exhibit C.

Task 4: **Final Report.** Prepare final report as described in Appendix A of Exhibit C.

b. Exhibit B, Fee Schedule, is amended to read as follows:

Compensation shall not exceed \$17,460 for work under this contract.

Contractor shall submit an invoice to County for each calendar month in which services are provided.

**Hourly Rates:**

Principal Planner	\$90.00/hour
Planner/Analyst	\$65.00/hour
Administrative Support	\$35.00/hour

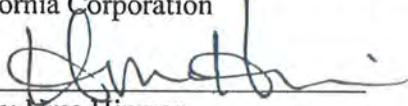
**Sub-Consultants:**

Hinman and Associates Consulting, Inc. charges a 5% administrative fee on all sub-consultant labor.

3. **Effectiveness of Agreement:** Except as set forth in this Second Amendment of Agreement, all provisions of the Agreement dated August 28, 2020, with First Amendment dated January 19, 2021, shall remain unchanged and in full force and effect.

**CONTRACTOR:**

Hinman and Associates Consulting, Inc., a  
California Corporation

By: 

Name: Uma Hinman

Title: President and Treasurer

Date signed: 7/29/2021

**COUNTY:**

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

By: 

Name: Tracey Ferguson

Title: Planning Director

Date signed: 8/2/2021

**COUNTY:**

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

By: \_\_\_\_\_

Jeff Engel, Chair

Board of Supervisors

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

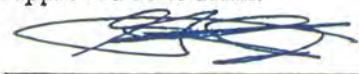
**ATTEST:**

By: \_\_\_\_\_

Heidi Putnam

Clerk of the Board of Supervisors

Approved as to form:



7/29/2021

Gretchen Stuhr

Plumas County Counsel

201

## 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 August 10, 2021 meeting of the Plumas County Board of Supervisors

Date: July 30, 2021

To: Honorable Board of Supervisors

From: John Mannle, Director of Public Works

Subject: **Authorize Execution of Amendment No. 18 to the Professional Services Agreement between the County of Plumas and Stantec Consulting Services, Inc. to extend the expiration date of the base agreement by two years.**

A handwritten signature in blue ink that reads "John Mannle".

#### **Project Background:**

On September 19, 2018, Stantec Consulting Services, Inc. entered into a professional services agreement with the Plumas County Department of Public Works (County) to provide on-call environmental/CEQA & NEPA services for numerous County construction projects. The term of this agreement is set to expire on September 19, 2021.

The Department of Public Works is requesting that the expiration date of this agreement be extended by two years to enable the remaining tasks under the various Task Order amendments to be completed. Most of these tasks involve the preparation of permits from the California Department of Fish & Wildlife, California Regional Water Quality Control Board, and the Army Corp of Engineers.

The attached Stantec Consulting Services, Inc. Amendment No. 18 to the Professional Service 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. 18 to the Professional Services Agreement between the County of Plumas and Stantec Consulting Services, Inc. to extend the expiration date of the base agreement by two years.

Attachment: Amendment No. 18 to the Professional Services Agreement between the County of Plumas and Stantec Consulting Services, Inc.

**AMENDMENT NO. 18**  
**to the**  
**PROFESSIONAL SERVICES AGREEMENT**

## On-Call Environmental/CEQA & NEPA Services

The September 19, 2018 PROFESSIONAL SERVICES AGREEMENT, by and between the COUNTY OF PLUMAS (“County”) and Stantec Consulting Services, Inc., a California Corporation (“Consultant”), County Contract No. P.W.R.D. 19-002.

Section 4.1 of the September 19, 2018 Professional Services Agreement, is hereby amended and replaced in its entirety as set forth below:

4.1. Term. This Agreement shall commence on the Effective Date and continue for a term of five (5) years, unless terminated earlier as provided herein.

### Other Contract Provisions.

All other contract provisions set forth in the September 19, 2018 Professional Services Agreement first referenced above remain unchanged.

\* Signatures on next page \*

Consultants Initials

County Initials

**IN WITNESS WHEREOF**, the parties hereto have caused this Amendment No. 18 to be executed by and through their respective authorized officers, as of the date first above written.

COUNTY OF PLUMAS  
A political subdivision of the State of California

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

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

ATTEST:

\_\_\_\_\_  
Heidi Putnam  
Clark of the Board of Supervisors

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

Approved as to form:



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

Date: 7/29/2021

CONSULTANT:  
STANTEC CONSULTING SERVICES, INC.

\_\_\_\_\_  
Signature  
Wirt Lanning, Principal

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

\_\_\_\_\_  
Signature  
Mark Wuestehube, Principal

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

Taxpayer ID Number – 11-2167170

**BECKWOURTH COUNTY SERVICE AREA  
c/o PLUMAS COUNTY ENGINEERING DEPARTMENT  
555 WEST MAIN STREET • QUINCY, CA 95971 • (530) 283-6268 • FAX (530) 283-6135**

202

## AGENDA REQUEST

for the August 10, 2021 meeting of the Plumas County Board of Supervisors

Date: August 2, 2021

To: Honorable Governing Board

From: John Mannle, Manager, Beckwourth CSA

Subject: Approval of Payments to Jet Plumbing for Emergency Repair of BCSA Sewer Pump Without a Contract

## BACKGROUND:

On June 30, 2021, Jet Plumbing responded to pump station, due to pump very high run times. The operator thought the pump was clogged with wipes. No wipes were found, but the wet well was pumped and debris removed from the wet well. Jet plumbing verified that the pump station was working correctly before leaving the site.

The pump station continued to have high run times and the operator responded to the pump station with high level alarm. The operator found that the floats, which turn the pump on and off based on the effluent level were not functioning correctly. This appeared to be the reason for the excess run times on the pump. The float that tells the pump to shut off was not shutting the pump off and had failed. The float that tells the pump to turn on also failed.

Jet Plumbing responded to replace all floats with new floats on July 9, 2021. Floats were replaced and they verified that they were working correctly before leaving the site.

The run times were dramatically reduced after replacing the floats and the pump station is functioning as it is expected.

## RECOMMENDATION

The Beckwourth CSA Manager respectfully requests that the Governing Board authorize the Manager of the Beckwourth CSA to pay the invoice from Jet Plumbing totaling \$3,334.83 without a contract and to ratify all approved work performed to date.

Attachment: Jet Plumbing Invoice

**JET Plumbing, Heating & Drain Services**  
 1553 Hymer Avenue  
 Sparks, NV 89431  
 Phone: (775) 331-3933  
 Fax: (775) 331-5584

**INVOICE NUMBER**

**324233**

**BILL TO:**  
 BECKWORTH COMMUNITY SERVICE AREA  
 1834 E MAIN ST  
 QUINCY, CA 95971

**WORK ADDRESS:**  
 BECKWORTH COMMUNITY SERVICE AREA  
 80956 HIGHWAY 70  
 BECKWORTH, CA 96129

INVOICE DATE	CUSTOMER ID	CUSTOMER PO	PAYMENT TERMS	SERVICE CALL #	WORKORDER #
07/09/2021	42384		Due Upon Receipt	324233	44211

Item ID	Description	Quantity	Unit Price	Ext Price
LABOR1	SERVICE LABOR - PLUMBING	10.00	110.00	1,100.00
LABOR1	SERVICE LABOR - PLUMBING OT	8.00	175.00	1,400.00
EQUIP-MISC	CONFINED SPACE EQPT	1.00	400.00	400.00
MAC1	Consumables, Gas, Flux, Glue	1.00	13.95	13.95
N/S PLB MAT RENO	MECH FLOAT PD 30' 10A W/	1.00	273.01	273.01
N/S PLB MAT RENO	TAN TWISTER WIRE	1.00	51.31	51.31
F	Trip Charge	1.00	15.00	15.00
MAWDCA	Tyvek XL Disp Sanitary Suit	2.00	24.76	49.52

Sales Total	3,302.79
Disc. Amount	0.00
Tax Total	32.04
Net Amount	3,334.83

LIFT STATION -  
 PUMP PIT DOWN, ENTER PIT WITH CONFINED SPACE EQUIPMENT, CLEAR DEBRIS FROM PIT  
 SUPPLY AND INSTALL FOUR (4) NEW FLOATS AND NUTS, ADJUST LEVEL, CHECK OPERATION, TEST GOOD



Julie A. White  
PLUMAS COUNTY TREASURER - TAX COLLECTOR - COLLECTIONS ADMINISTRATION

P.O. Box 176 • Quincy, CA 95971-0176 •  
E-mail: [pctc@countyofplumas.com](mailto:pctc@countyofplumas.com)  
(530) 283-6260

2D  
Kelsey Hostetter, Assistant Treasurer-Tax Collector  
(530) 283-6259

July 27, 2021

**TO:** HONORABLE BOARD OF SUPERVISORS

**FROM:** JULIE A. WHITE *JP*  
COUNTY TREASURER/TAX COLLECTOR/COLLECTIONS ADMIN.

**SUBJECT:** REQUESTING APPROVAL AUTHORIZING THE SALE OF TAX-DEFAULTED PROPERTY SUBJECT TO THE POWER OF SALE

**REQUEST:** THE BOARD TO AUTHORIZE THE SALE OF TAX-DEFAULTED PROPERTY SUBJECT TO THE POWER OF SALE AS OUTLINED IN EXHIBIT "A" AND SIGN REQUEST FOR APPROVAL DOCUMENT

**BACKGROUND:**

The Tax Collector is required to offer properties for sale at public auction that are 5 years tax default and have become subject to sale. Currently, there are 57 properties that will be offered at public auction. Some of the properties, 23 with the same assessed owner, have been combined into Groups 1 – 4 to stimulate bidding. In order to conduct a sale, it is necessary for the Board to approve the sale and minimum bids as established by the Tax Collector. I have attached the Request for Approval requiring a signature. This action starts an intensive process commanded by the Revenue and Taxation Code of California to conduct a sale. It includes parties of interest searches, certified notices and personal contact.

The internet auction will be held October 22<sup>nd</sup> – 25<sup>th</sup>, 2021, Friday - Monday, to sell the properties listed in Exhibit "A". Properties will be advertised by an internet auction advertising website-Bid4Assets.com. All parcels that are not sold within the time set for the sale, under Revenue and Taxation Code Section 3692(e), may be re-offered for sale within ninety (90) days. Bid4Assets has the re-offer sale scheduled for December 3<sup>rd</sup> – 6<sup>th</sup>, 2021.

Thank you.



Julie A. White

PLUMAS COUNTY TREASURER - TAX COLLECTOR - COLLECTIONS ADMINISTRATION

P.O. Box 176 • Quincy, CA 95971-0176 •  
E-mail: [\(pctc@countyofplumas.com\)](mailto:pctc@countyofplumas.com)  
(530) 283-6260

Kelsey Hostetter, Assistant Treasurer-Tax Collector  
(530) 283-6259

**REQUEST FOR APPROVAL TO SELL TAX-DEFALTED PROPERTY  
SUBJECT TO THE POWER OF SALE**

July 27, 2021

To the Honorable Board of Supervisors,

Plumas County, State of California

Your approval to sell at public auction via Internet, October 22<sup>nd</sup> – October 25<sup>th</sup>, 2021 for the stated minimum price, the tax-defaulted property that is subject to the power of sale and described on the attached Exhibit "A", in accordance with Chapter 7 of Part 6 of Division 1 of the California Revenue and Taxation Code, is respectfully requested.

In the event that any parcel does not sell after the initial offering, I respectfully request your approval to re-offer the unsold parcels at a new sale within 90 days of the original sale date, December 3<sup>rd</sup> – 6<sup>th</sup>, 2021, at a reduced minimum price, pursuant to Revenue and Taxation Code Sections 3698.5 and 3692 (e).

A handwritten signature of Julie A. White in black ink, followed by the text "Plumas County Tax Collector".

**APPROVAL BY BOARD OF SUPERVISORS**

Pursuant to the above notice and request, approval for said sale is hereby granted. The tax collector is directed to sell the property described in said Exhibit "A" as provided for by law pursuant to Chapter 7 of Part 6 of Division 1 of the California Revenue and Taxation Code.

The foregoing was approved by the Board of Supervisors of Plumas County, the 10<sup>th</sup> day of August, 2021.

ATTEST:

\_\_\_\_\_, Clerk of the Board of Supervisors

(County Seal)

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

**BOARD OF SUPERVISORS EXHIBIT "A"**  
**REQUEST APPROVAL AUGUST 10, 2021**  
**TAX SALE OCTOBER 22 - 25, 2021 RE-OFFER DECEMBER 3 - 6, 2021**

<b>ASSESSOR'S PARCEL NUMBER</b>	<b>ASSESSED OWNER/PROPERTY ADDRESS</b>	<b>MINIMUM BID</b>
1 002-290-004-502	DARMAL ARSALAN	\$ 1,094.00
2 002-500-026-000	BLASÉ KATHLEEN A, ET AL 29424 HIGHWAY 70, TWAIN	\$ 17,652.00
3 005-055-007-000	NIEL RALPH W & JOANNE EDINA 134 ROEDER AVENUE, INDIAN FALLS	\$ 2,264.00
4 009-250-032-000	TRELEVEN RONALD PAUL-THOMAS 2215 PINE CONE LANE, GREENHORN RANCH	\$ 3,760.00
5 028-060-008-000	HAYDEN GERALD FRANCIS 16 YARROW LANE, GRIZZLY RANCH	\$ 21,266.00
6 028-110-018-000	C L E A N ENERGIES CONSULTING LLC 298 BIG GRIZZLY, GRIZZLY RANCH	\$ 2,906.00
7 100-292-002-000	NEVES MICHAEL ETAL 243 BLACK OAK DRIVE, CHESTER	\$ 4,116.00
8 100-362-002-000	FOSS EVAN R 221 CAROL AVENUE, CHESTER	\$ 6,035.00
9 102-431-010-000	KILGORE ELMO HENRY & BETTIE ELLEN TRUSTEE 859 GOLF CLUB ROAD, LAKE ALMANOR	\$ 5,421.00
10 103-290-004-000	SANCEN MARIO N 67 FOXHOLLOW DRIVE, LAKE ALMANOR PENINSULA	\$ 9,424.00
11 103-330-010-000	SANCEN MARIO N 7 SILVER PINE ROAD, LAKE ALMANOR PENINSULA	\$ 8,934.00
12 103-360-016-000	HAMMEL CONRAD 24 FOX CREST DRIVE, LAKE ALMANOR PENINSULA	\$ 8,247.00
13 103-390-014-000	HORDERN MILLER & ASSOCIATES LLC 178 FOX PINE DRIVE, LAKE ALMANOR PENINSULA	\$ 7,904.00
14 103-390-019-000	GREENWAY HOMES LLC 118 FOX PINE DRIVE, LAKE ALMANOR PENINSULA	\$ 5,392.00
15 104-352-002-000	BURLINGAME CATHERINE M 3611 WOODLAKE DRIVE, HAMILTON BRANCH	\$ 14,892.00
16 106-242-001-000	RETALLACK ESTHER E ESTATE OF 3420 HIGHWAY 147, EAST SHORE LAKE ALMANOR	\$ 7,313.00
17 110-040-014-000	SPEAR RUTH Y 210 MILL STREET, GREENVILLE	\$ 28,382.00
18 110-064-022-000	BLEVINS DONALD & DIANA,H/W 128 CHURCH STREET, GREENVILLE	\$ 5,643.00

19 110-380-018-000	SPEAR RUTH 19159 HUMPHREY CIRCLE, GREENVILLE	\$ 18,898.00
20 111-082-013-000	SMALLEY MARVIN B 161 SOBRERO WAY, CRESCENT MILLS	\$ 10,700.00
21 115-180-041-000	COMSTOCK NFN1 LLC 500 ORION WAY, QUINCY	\$ 102,742.00
22 122-130-011-000	MILLARD WILLIAM JAMES JR 58491 HIGHWAY 70, CROMBERG	\$ 5,964.00
23 123-330-012-000	YELLAND EDWARD V 119 EUREKA SPRINGS DRIVE, MOHAWK	\$ 63,000.00
24 125-020-046-000	MASTELOTTO A W ESTATE OF 73373 HIGHWAY 70, DELLEKER	\$ 1,134.00
<b>25 GROUP 1 - 6 PARCELS</b>		
125-196-005-000	LA JOLLA LOANS INC A CA CORP	\$ 4,800.00
125-196-006-000	LA JOLLA LOANS INC A CA CORP	
125-196-007-000	LA JOLLA LOANS INC A CA CORP	
125-196-008-000	LA JOLLA LOANS INC A CA CORP	
125-196-009-000	LA JOLLA LOANS INC A CA CORP	
125-196-010-000	LA JOLLA LOANS INC A CA CORP CITY OF PORTOLA	
<b>26 GROUP 2 - 2 PARCELS</b>		
125-221-001-000	LA JOLLA LOANS INC A CA CORP	\$ 1,922.00
125-221-004-000	LA JOLLA LOANS INC A CA CORP CITY OF PORTOLA	
<b>27 GROUP 3 - 12 PARCELS</b>		
125-222-005-000	LA JOLLA LOANS INC A CA CORP	\$ 9,478.00
125-222-006-000	LA JOLLA LOANS INC A CA CORP	
125-222-007-000	LA JOLLA LOANS INC A CA CORP	
125-222-008-000	LA JOLLA LOANS INC A CA CORP	
125-222-009-000	LA JOLLA LOANS INC A CA CORP	
125-222-010-000	LA JOLLA LOANS INC A CA CORP	
125-222-011-000	LA JOLLA LOANS INC A CA CORP	
125-222-012-000	LA JOLLA LOANS INC A CA CORP	
125-222-013-000	LA JOLLA LOANS INC A CA CORP	
125-222-014-000	LA JOLLA LOANS INC A CA CORP	
125-222-015-000	LA JOLLA LOANS INC A CA CORP	
125-222-016-000	LA JOLLA LOANS INC A CA CORP CITY OF PORTOLA	

## 28 GROUP 4 - 3 PARCELS

125-223-010-000	LA JOLLA LOANS INC A CA CORP	\$	2,450.00
125-223-011-000	LA JOLLA LOANS INC A CA CORP		
125-223-012-000	LA JOLLA LOANS INC A CA CORP		
	CITY OF PORTOLA		
29 125-234-003-000	KNOTT DAVID G TRUSTEE	\$	626.00
	CITY OF PORTOLA		
30 125-271-002-000	KEOGH SCOTT T	\$	4,341.00
	180 W. QUINCY AVENUE, PORTOLA		
31 125-291-008-000	WENTLING DANIEL G & LAURIEL H H/W	\$	9,738.00
	CITY OF PORTOLA		
32 125-292-005-000	JOY RICHARD L & SHIRLEY ANN TRUSTEE	\$	1,028.00
	CITY OF PORTOLA		
33 125-404-001-000	BAUTISTA ERIN	\$	7,205.00
	329 CUESTA WAY, DELLEKER		
34 126-010-033-000	BOK ANDREW MALCOLM	\$	4,880.00
	8176 HEMLOCK DRIVE, PORTOLA		
35 126-044-005-000	OELS JAMES J	\$	10,161.00
	5741 PORTOLA MCLEARNS ROAD, PORTOLA		
36 128-040-002-000	WARD THOMAS M TRUSTEE ETAL	\$	13,966.00
	2305 GRIZZLY ROAD, GRIZZLY ROAD		
37 131-320-024-000	GOLD MOUNTAIN HOMEOWNERS ASSOCIATION	\$	19,386.00
	619 CLOUDS REST, GOLD MOUNTAIN		
38 145-070-003-000	HUDSON STEVEN L	\$	2,517.00
	9531 DIXIE VALLEY ROAD, DIXIE VALLEY		



JESSICA L. BLOME  
2001 Addison Street, Suite 300  
Berkeley, CA 94704  
Phone: (510) 900-9502  
Email: [jblome@greenfirerlaw.com](mailto:jblome@greenfirerlaw.com)  
[www.greenfirerlaw.com](http://www.greenfirerlaw.com)

July 31, 2021

By Electronic Mail

Plumas County Board of Supervisors  
c/o Clerk of the Board Heidi Putnam  
520 Main Street  
Room 309  
Quincy, CA. 94971  
[hputnam@countyofplumas.com](mailto:hputnam@countyofplumas.com)  
[pcbs@countyofplumas.com](mailto:pcbs@countyofplumas.com)

Sierra County Board of Supervisors  
c/o Clerk-Recorder Heather Foster  
100 Courthouse Square, Room 11  
P.O. Drawer D  
Downieville, CA. 95936  
[hfoster@sierracounty.ca.gov](mailto:hfoster@sierracounty.ca.gov)  
[clerk-recorder@sierracounty.ca.gov](mailto:clerk-recorder@sierracounty.ca.gov)

Plumas-Sierra Counties Department of Agriculture  
c/o Tim Gibson, Agricultural Commissioner  
208 Fairgrounds Road  
Quincy, CA. 95971  
[timgibson@countyofplumas.com](mailto:timgibson@countyofplumas.com)

**RE: Wildlife Services Cooperative Service Agreement and Financial Plan,  
Agreement No. 18-73-06-0275 RA**

Dear Honorable Public Officials:

I represent Feather River Action!, a grassroots organization led by community activists in Plumas and Sierra Counties dedicated to protecting and restoring the Feather River ecosystem. I write on behalf of Feather River Action! to demand compliance with the California Environmental Quality Act prior to county approval of the Work and Financial Plan for Fiscal Year 2021 with USDA-APHIS-Wildlife Services for the administration of the Integrated Wildlife Damage Management (IWDM) program in Plumas-Sierra County. According to County records, the Plumas-Sierra Counties Department of Agriculture has never undertaken an

environmental review of the Wildlife Services IWDM program in the counties, which is absolutely required before the program can continue to legally operate.

## **Background**

On April 20, 2018, the Plumas-Sierra Counties Department of Agriculture (the “Department”) agreed to a “Cooperative Services Agreement between Plumas-Sierra County and United States Department of Agriculture Animal and Plant Health Inspection Service Wildlife Services.” This Cooperative Agreement is attached as Exhibit A for ease of reference. The purpose of the Cooperative Agreement is to maintain IWDM program in Plumas-Sierra Counties. Pursuant to the Agreement, USDA’s Wildlife Services assists business and property owners, private citizens, and governmental agencies in protecting human property, namely livestock, from “damage” caused by predators and wildlife. (Exh. A, p. 2.) In accordance with these objectives, the IWDM provides various services, including (1) technical assistance through demonstration and instruction of wildlife damage prevention and/or control techniques; (2) predator identification and removal when livestock, crop, or natural resource damage is verified; (3) nuisance wildlife removal when property damage is identified; (4) removal of wildlife displaying aggressive behavior or causing actual injury to residents. (*See generally* Exh. A.)

Under Article 3 of the Cooperative Agreement, Wildlife Services must submit a Financial Plan for approval to the Department annually. The Financial Plan sets forth annual costs associated with Wildlife Service’s predator damage control activities within the two counties, which the Department must pay within 30 days of receipt of a submitted invoice. The Cooperative Agreement expires on June 30, 2023. The Plumas County and Sierra County Boards of Supervisors has already approved Financial Plans to reimburse Wildlife Services for costs associated with implementation of the IWDM in 2018 (\$71,876.00), 2019 (\$74,032.00), and 2020 (\$76,623.00). The Financial Plans for FY18, 19, and 20 are attached as Exhibit B. The Department has advised Feather River Action! that it will seek approval of a Financial Plan for Fiscal Year 2021 in late September of early October.

## **Relevant Law**

Enacted in 1970, the California Environmental Quality Act (CEQA) imposes a statewide policy of environmental protection. CEQA’s basic purpose includes informing government decision makers and the public about the potential, significant environmental effects of proposed activities; identifying ways that environmental damage can be avoided or significantly reduced; and preventing significant, avoidable damage to the environment by requiring changes in projects through the use of alternatives or mitigation measures when the governmental agency finds the changes to be feasible. (Guidelines<sup>1</sup> § 15002(a).) CEQA applies whenever a government agency approves a “project,” defined as “an activity which may cause either a direct physical change in the environment, or a reasonably foreseeable indirect physical change in the environment.” (Cal. Pub. Res. Code § 21065.)

As you are no doubt aware, prior to the approval of a project, the performance of which could have significant environmental impacts, the lead agency must prepare an Environmental

---

<sup>1</sup> “Guidelines” refers to Title 14, Chapter 3 of the California Code of Regulations, including 14 CCR §§ 15000-15387 and Appendices A through N.

Impact Report (EIR) to be “used by the governmental agency to analyze the significant environmental effects of a proposed project, to identify alternatives, and to disclose possible ways to reduce or avoid the possible environmental damage.” (Guidelines § 15002(f).)

## **Significant Environmental Impacts**

The greatest potential impact to the environment from the IWDM program comes from the program’s actions to “remove” predators and wildlife. “Removal” frequently involves exterminating or maiming a wild animal. Field personnel are equipped with a variety of tools to that end, including firearms (high pressure air rifles equipped with advanced optics), assorted snaring devices, leg-hold traps, and toxicants. Between 2011 and 2020, Wildlife Services killed 4,189 native animals. Notably, Wildlife Services killed 118 wild animals in FY18, 92 in FY19, and 67 in FY20 pursuant to the current Cooperative Agreement. Animal exterminated included coyotes, black bears, muskrats, as well as protected species such as mountain lions and bobcats. As astonishing as these numbers are, a former Wildlife Services specialist has revealed that “[t]he field guys do not report even a fraction of the non-target animals they catch.” (Center for Biological Diversity, Project Coyote, Animal Welfare Institute, Animal Legal Defense Fund, Petition for Rulemaking Pursuant to the Administrative Procedure Act, p. 24, 5 U.S.C. § 553(e) (Dec. 2, 2013).)

Wildlife Services has, moreover, used methods of removing animals that are fundamentally nonselective, environmentally destructive, and often ineffective, such as snares, traps, and toxicants. These tactics are recognized throughout the world as being inherently cruel and oftentimes unnecessarily lethal. In addition, Wildlife Services’ methods capture both target and non-target species. More information about the indiscriminate nature of the Wildlife Services IWDM program and its effects on predator population and ecosystem health have already been submitted to this body by Feather River Action! and Project Coyote, so this comment fully incorporates those comments by reference.

And as demonstrated by those public comments, the best available, peer-reviewed science demonstrates that indiscriminately killing wildlife is counterproductive and a threat to healthy ecosystems.<sup>2</sup> Successful examples in places across California, such as Marin County, have confirmed the efficacy of nonlethal practices in carnivore management and livestock husbandry to protect livestock from infrequent but highly politicized attacks from predators such as mountain lions, bears, and coyotes. Marin’s success makes the IWDM obsolete and unnecessary.

Significantly, the California Department of Fish and Wildlife discovered the Beckwourth wolf pack in Plumas County in May 2021. This discovery raises a host of scientific, ethical, and conservation issues that must be evaluated under CEQA, including whether Wildlife Services indiscriminate methods of killing may cause the illegal take of a protected gray wolf under state and federal law.

---

<sup>2</sup> Treves, A., Krofel, M. & Mcmanus, J. (2016) Predator control should not be a shot in the dark. *Frontiers in Ecology and the Environment*, 14, 380–388; Treves, A., Krofel, M., Ohrens, O. & van Eeden, L.M. (2019) Predator Control Needs a Standard of Unbiased Randomized Experiments With Cross-Over Design. *Frontiers in Ecology and Evolution*, 7, 13881.

Despite the known, significant environmental impacts associated with removing so many wild animals from the environment, neither Plumas nor Sierra Counties has ever conducted an environmental review to determine the extent to which the IWDM program impacts the environment, whether mitigation measures are available to reduce significant effects to the environment, and whether feasible alternatives to the program exist that could lessen or avoid significant impacts to the program. As such, Feather River Action! calls on the Department and Boards of Supervisors to comply with CEQA by conducting an EIR in which the Department considers the feasibility of dispensing with the IWDM altogether by setting up a non-lethal predator damage control program, similar to the programs deployed in other jurisdictions such as Marin County.

Notably, when faced with the threat of CEQA litigation, Humboldt County elected to abandon its relationship with Wildlife Services until it could conduct an EIR. Mendocino County fought a coalition of conservation groups in court before agreeing to suspend its IWDM program and conduct an EIR. Monterey County defended its Cooperative Agreement in court and ultimately lost on the merits, as the Superior Court of Monterey County determined that the Cooperative Agreement and annual Financial Plans are projects subject to CEQA. A copy of the relevant decision is attached for your review and consideration as Exhibit C. The court found that Monterey County abused its discretion and violated CEQA by approving its annual Financial Plan without completing an authorized CEQA document.

The Department must comply with CEQA before Plumas-Sierra Counties can approve the Fiscal Year 2021 Financial Plan to fund Wildlife Services' IWDM this fall.

Thank you for your time and careful consideration.

Sincerely,



Jessica L. Blome  
Greenfire Law, PC

# **Exhibit A**

**COOPERATIVE SERVICE AGREEMENT (CSA)**

**Between**

**PLUMAS-SIERRA COUNTY (COOPERATOR)**

**And**

**UNITED STATES DEPARTMENT OF AGRICULTURE (USDA)  
ANIMAL AND PLANT HEALTH INSPECTION SERVICE (APHIS)  
WILDLIFE SERVICES (WS)**

**ARTICLE 1 – PURPOSE**

The purpose of this agreement is to maintain an USDA-APHIS-WS Integrated Wildlife Damage Management (IWDM) program in Plumas-Sierra County. USDA-APHIS-WS will assist business/property owners, private citizens, and governmental agencies in protecting human resources, which include, but are not limited to, residents, property, livestock, crops, and natural resources from damage caused by predators, wild and feral animals, and other nuisance wildlife.

**ARTICLE 2 – AUTHORITY**

USDA-APHIS-WS has statutory authority under the Act of March 2, 1931, as amended (7 USCA 8351), and the Act of December 22, 1987 (7 USCA 8353), the Secretary of Agriculture may conduct a program of wildlife services with respect to injurious animal species and take any action the Secretary considers necessary in conducting the program. Additionally, the Secretary of Agriculture, except for management of urban rodents, is authorized to conduct activities to manage nuisance mammals and birds and those mammal and bird species that are reservoirs for zoonotic diseases. In carrying out a program of wildlife services involving injurious and/or nuisance animal species or involving mammal and bird species that are reservoirs for zoonotic diseases, the Secretary is authorized to cooperate with States, local jurisdictions, individuals, public and private agencies, organizations, and institutions.

**ARTICLE 3 - MUTUAL RESPONSIBILITIES**

The cooperating parties mutually understand and agree to/that:

- a. This Cooperative Service Agreement constitutes an IWDM program that addresses the need for managing conflicts caused by predators and other nuisance wildlife in Plumas-Sierra County.
- b. USDA-APHIS-WS will provide to the Cooperator a Financial Plan annually for approval. It is understood and agreed that any monies allocated for the purpose of this Agreement shall be expended only towards the activities and related expenses outlined herein.
- c. Cooperate with the California Department of Fish and Wildlife, the U.S. Fish and Wildlife Service, County, city governments, and other entities to ensure compliance with applicable Federal, State, and local laws and regulations.
- d. When either of the Cooperating parties address the media or incorporate information into reports and/or publications, both Cooperating parties must agree, in writing, to have their

identities disclosed when receiving due credit related to the activities covered by this agreement.

- e. Protect sensitive information exchanged or generated during this process. For public requests of such information, under the Freedom of Information Act (5 U.S.C. §552) and/or the California Public Records Act (California Government Code §6250-6276.48) or Information Privacy Act of 1977 (Cal. Civ. Code §§ 1798 et seq.), the releasing Agency will notify the other Agency and provide an opportunity to comment on whether the information is privileged, or otherwise prohibited from disclosure by applicable law.
- f. USDA-APHIS-WS has advised the Cooperator that other private sector service providers may be available to provide wildlife management services and notwithstanding these other options, Cooperator requests that USDA-APHIS-WS provide wildlife management services as stated under the terms of this Agreement.
- g. All equipment with a purchase price of \$5,000 or more per unit, purchased directly with funds from the cooperator for use solely on this project shall be subject to disposal according to USDA-APHIS policy, and shall be specifically listed in the Financial Plan. Property title/disposal shall be determined when the project (including all continuations and revisions of this agreement) terminates, or when the equipment is otherwise directed to other projects, whichever comes first. If the equipment is sold prior to the project end, the proceeds should be allocated according to USDA-APHIS Policy. Continuations and revisions to this agreement shall list any equipment with a purchase price of \$5,000 or more per unit, carried over from a purchase directly with funds from the cooperator for use solely for this project. All other equipment purchased for the program is and remain the property of USDA-APHIS-WS.
- h. USDA-APHIS-WS will provide overall direction and control of the program.

#### **ARTICLE 4 - COOPERATOR RESPONSIBILITIES**

The Cooperator agrees to:

- a. Designate Tim Gibson, Agricultural Commissioner, 208 Fairgrounds Road Quincy, CA 95971, (530) 283-6365 as the authorized representative who shall be responsible for collaboratively administering the activities conducted in this Agreement;
- b. Reimburse USDA-APHIS-WS for costs, not to exceed the annually approved amount specified in the Financial Plan. If costs are projected to exceed the amount reflected in the Financial Plan, the Financial Plan shall be formally revised and signed by both parties before services resulting in additional costs are performed. The Cooperator agrees to pay all costs of service submitted via an invoice within 30 days of the date of the submitted invoice or invoices as submitted by USDA-APHIS-WS. Late payments are subject to interest, penalties, and administrative charges and costs as set forth under the Debt Collection Improvement Act of 1996. If the Cooperator is delinquent in paying the full amount of the due service costs submitted by USDA-APHIS-WS, and/or is delinquent in paying the due late payments, and/or is delinquent in paying the interest, penalties, and/or administrative costs on any delinquent due service costs, USDA-APHIS-WS will immediately cease to provide the respective service associated with the submitted service costs. USDA-APHIS-WS will not reinstate or provide the respective service until all due service costs, and/or due late payments, and/or due interest,

penalty, and/or administrative costs are first paid in full.

- c. To provide a Tax Identification Number or Social Security Number in compliance with the Debt Collection Improvement Act of 1996.
- d. As a condition of this Agreement, the Cooperator ensures and certifies that it is not currently debarred or suspended and is free of delinquent Federal debt.

## **ARTICLE 5 – USDA-APHIS-WS RESPONSIBILITIES**

USDA-APHIS-WS agrees to:

- a. Designate Dennis Orthmeyer, California State Director, 3419A Arden Way, Sacramento, California 95825, (916) 979-2675 as the authorized representative who shall be responsible for collaboratively administering the activities conducted in this Agreement.
- b. The performance of IWDM actions by USDA-APHIS-WS under this agreement is contingent upon a determination by USDA-APHIS-WS that such actions are in compliance with the National Environmental Policy Act, Endangered Species Act, and any other applicable environmental statutes. USDA-APHIS-WS will not make a final decision to conduct requested IWDM actions until it has made the determination of such compliance.
- c. To provide qualified personnel and other resources necessary to implement the approved IWDM activities delineated in this agreement and the Financial Plan referenced in Article 3.b. of this Agreement.
  - 1. Conduct all control activities with trained USDA-APHIS-WS employees and volunteers.
  - 2. Provide technical assistance which includes demonstrations on the proper use of management devices (i.e., propane exploders, exclusionary devices, cage traps, etc.) and information on animal husbandry, habitat management, and animal behavior modification that could reduce damage. Official USDA pamphlets may be used to convey this information to the public.
  - 3. Provide predator/nuisance wildlife identification and removal when livestock, crop property, natural resource damage; or wildlife displaying aggressive behavior causing actual injury to county residents is verified.
  - 4. Provide field assistance when the problem cannot effectively be resolved through technical assistance, when resource owner implemented nonlethal actions have failed, or concurrently when technical assistance is delivered. Field assistance would mostly be provided for situations that require the use of methods and techniques that are challenging or unsuitable for the public to implement on their own. Resource owners that are provided operational assistance are also encouraged to use additional management strategies and sound husbandry practices, when and where appropriate, that could potentially further reduce damage. Field activities may include but are not limited to the monitoring, trapping, dispersal, and removal of wildlife causing damage to property, livestock, crops, and natural resources.

5. Procure and maintain a vehicle, tools, supplies, and other specialized equipment as deemed necessary by the State Director to accomplish the objectives identified in this agreement. All expenditures will be processed through USDA-APHIS Financial Management Modernization Initiative (FMMI) system.
- d. To bill the Cooperator for costs incurred in performing IWDM activities as authorized in the approved Financial Plan as may be amended.
- e. To notify the Cooperator if costs are projected to exceed the amounts estimated and agreed upon in the Financial Plan. USDA-APHIS-WS will cease providing goods or services until a revision to Financial Plan, as appropriate, have been agreed to and signed by both parties to this Agreement.
- f. Authorized auditing representatives of the Cooperator shall be accorded reasonable opportunity to inspect the accounts and records of USDA-APHIS-WS pertaining to such claims for reimbursement to the extent permitted by Federal law and regulations.

#### **ARTICLE 6 – CONTINGENCY STATEMENT**

For costs borne by USDA-APHIS-WS, this agreement is contingent upon the passage of the Agriculture, Rural Development, and Related Agencies Appropriation Act for the current fiscal year from which expenditures may be legally met and shall not obligate USDA-APHIS-WS upon failure of Congress to so appropriate. This Agreement also may be reduced or terminated if Congress provides USDA-APHIS-WS funds only for a finite period under a Continuing Resolution.

#### **ARTICLE 7 – NON-EXCLUSIVE SERVICE CLAUSE**

Nothing in this agreement shall prevent any other country, State government or its political subdivisions, local government, university, or college, organization, association, or individual from entering into separate agreements with USDA-APHIS-WS for same or similar activities provided under the terms of this Agreement.

#### **ARTICLE 8 – CONGRESSIONAL RESTRICTIONS**

Pursuant to Section 22, Title 41, United States Code, no member of or delegate to Congress shall be admitted to any share or part of this agreement or to any benefit to arise therefrom.

#### **ARTICLE 9 – APPLICABLE REGULATIONS**

All IWDM activities will be conducted in accordance with applicable Federal, State, and local laws and regulations. USDA-APHIS-WS activities under this cooperative effort will be limited to the State of California, County of Plumas-Sierra. Techniques will be environmentally sound, safe, and selective. If applicable, both Federal and State permits will be secured to perform IDWM activities, and those activities will be conducted within the policy guidelines of USDA-APHIS-WS.

This agreement is not a procurement contract (31 U.S.C. 6303), nor is it considered a grant (31 U.S.C. 6304). In this agreement, USDA-APHIS-WS provides goods or services on a cost recovery basis to nonfederal recipients.

### **ARTICLE 10 – LIABILITY**

USDA-APHIS-WS assumes no liability for any actions or activities conducted under this agreement except to the extent the recourse or remedies are provided by Congress under the Federal Tort Claims Act (28 USC 1346(b), 2401(b), 2671-2680).

### **ARTICLE 11 – NON-DISCRIMINATION CLAUSE**

The United States Department of Agriculture prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance program. Not all prohibited bases apply to all programs.

### **ARTICLE 12 – FAILURE TO PAY FEES**

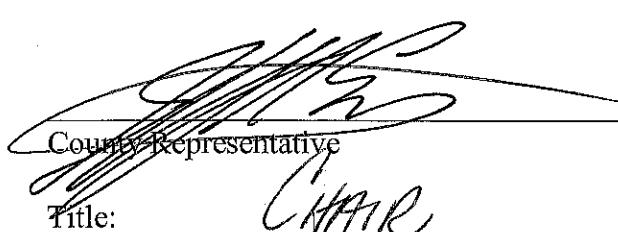
The cooperator is liable for fees assessed for services performed under this agreement, if applicable. USDA-APHIS-WS will assess a late payment penalty for failure to pay fees when due. In addition, the overdue fees shall accrue interest as required by 31 U.S.C. 3717.

### **ARTICLE 13 – AGREEMENT EFFECTIVE DATE**

This Agreement shall become effective on July 1, 2018 and shall continue through June 30, 2023. This agreement may be amended at any time by mutual agreement of the parties in writing. It may be terminated by either party upon 90 days written notice to the other party. Further, in the event the Cooperator does not for any reason reimburse expended funds, USDA-APHIS-WS is relieved of the obligation to continue any operations under this agreement.

#### **AUTHORIZATION:**

County of Plumas-Sierra  
208 Fairgrounds Road  
Quincy, CA 95971-9462  
Tax Identification Number: 94-6000528

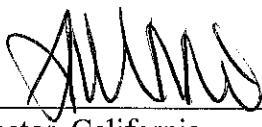
  
County Representative  
Title: Chair

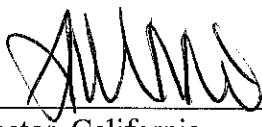
4-10-2018  
Date

Approved as to form:

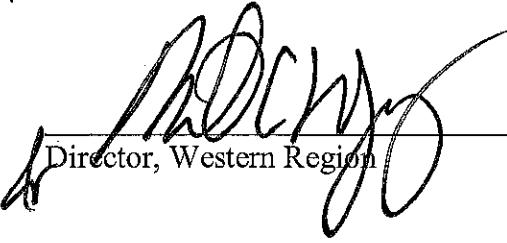
  
3/14/2018  
Gretchen Stuhr  
Deputy Plumas County Counsel

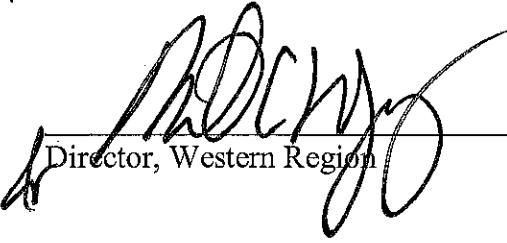
UNITED STATES DEPARTMENT OF AGRICULTURE  
ANIMAL AND PLANT HEALTH INSPECTION SERVICE  
WILDLIFE SERVICES  
3419A Arden Way  
Sacramento, CA 95825  
Tax Identification Number: 41-0696271

  
State Director, California

  
4/18/18

Date

  
Director, Western Region

  
4-20-18

Date

# **Exhibit B**

AG1819-01

APHIS-WS Agreement Number: 18-73-06-0275-RA  
APHIS-WS Account Code (WBS): AP.RA.RX06.73.0191

**PLUMAS-SIERRA COUNTY  
FINANCIAL PLAN  
July 1, 2018 through June 30, 2019**

**Work Plan:**

This Work Plan is in reference to Cooperative Service Agreement No. 18-7306-0275-RA. USDA-APHIS-WS will administer an Integrated Wildlife Damage Management (IWDM) program in Plumas-Sierra County. USDA-APHIS-WS will assist business/property owners, private citizens, and governmental agencies in protecting human resources, which include, but are not limited to, residents, property, livestock, crops, and natural resources from damage caused by predators, wild and feral animals, and other nuisance wildlife.

**Financial Plan:**

The cooperator will be billed quarterly by USDA-APHIS for actual costs incurred but will not exceed \$71,876.00 annually. An estimated itemization of expenses is listed below; however funds may be distributed between itemized categories at the discretion of USDA-APHIS-WS:

Cost Element	Full Cost	
Personnel Compensation	\$	47,484.00
Travel	\$	565.00
Vehicles	\$	5,653.00
Other Services	\$	-
Supplies and Materials	\$	1,413.00
Equipment	\$	1,413.00
Subtotal (Direct Charges)	\$	56,529.00
Pooled Job Costs	11.00%	\$ 6,218.00
Indirect Costs	16.15%	\$ 9,129.00
Aviation Flat Rate Collection		\$ -
Agreement Total	\$	71,876.00

In accordance with the Debt Collection Improvement Act (DCIA) of 1996, bills issued by WS are due and payable within 30 days of receipt. The DCIA requires that all debts older than 120 days be forwarded to debt collection centers or commercial collection agencies for more aggressive action. Debtors have the option to verify, challenge and compromise claims, and have access to administrative appeals procedures which are both reasonable and protect the interests of the United States.

The financial point of contact for this Financial Invoice is Krista Dupre', Budget Analyst, (916) 979-2028.

County of Plumas-Sierra  
208 Fairgrounds Road  
Quincy, CA 95971  
Tax Identification Number: 94-6000528

  
County Representative

Title: \_\_\_\_\_

4-10-2018

Date

Approved as to form:

 3/18/2018

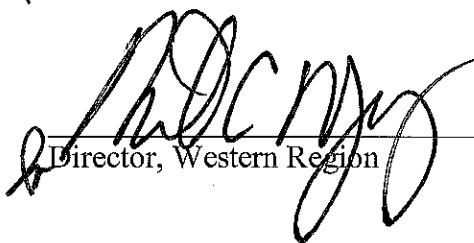
Treichen Stuhr  
Plumas County Counsel

UNITED STATES DEPARTMENT OF AGRICULTURE  
ANIMAL AND PLANT HEALTH INSPECTION SERVICE  
WILDLIFE SERVICES  
3419A Arden Way  
Sacramento, CA 95825  
Tax Identification Number: 41-0696271

  
State Director, California

4/18/18

Date

  
Director, Western Region

4-20-18

Date

**PLUMAS-SIERRA COUNTY  
FINANCIAL PLAN  
July 1, 2019 through June 30, 2020**

**Work Plan:**

This Work Plan is in reference to Cooperative Service Agreement No. 18-7306-0275-RA. USDA-APHIS-WS will administer an Integrated Wildlife Damage Management (IWDM) program in Plumas-Sierra County. USDA-APHIS-WS will assist business/property owners, private citizens, and governmental agencies in protecting human resources, which include, but are not limited to, residents, property, livestock, crops, and natural resources from damage caused by predators, wild and feral animals, and other nuisance wildlife.

**Financial Plan:**

The cooperator will be billed quarterly by USDA-APHIS for actual costs incurred but will not exceed \$74,032.00 annually. An estimated itemization of expenses is listed below; however funds may be distributed between itemized categories at the discretion of USDA-APHIS-WS:

Cost Element	Full Cost
Personnel Compensation	\$ 48,908.00
Travel	\$ 582.00
Vehicles	\$ 5,822.00
Other Services	\$ -
Supplies and Materials	\$ 2,912.00
Equipment	\$ -
Subtotal (Direct Charges)	\$ 58,224.00
Pooled Job Costs	11.00% \$ 6,405.00
Indirect Costs	16.15% \$ 9,403.00
Aviation Flat Rate Collection	\$ -
Agreement Total	\$ 74,032.00

In accordance with the Debt Collection Improvement Act (DCIA) of 1996, bills issued by WS are due and payable within 30 days of receipt. The DCIA requires that all debts older than 120 days be forwarded to debt collection centers or commercial collection agencies for more aggressive action. Debtors have the option to verify, challenge and compromise claims, and have access to administrative appeals procedures which are both reasonable and protect the interests of the United States.

APHIS-WS Agreement Number: 19-73-06-0275-RA  
APHIS-WS Account Code (WBS): AP.RA.RX06.73.0191

The financial point of contact for this Financial Invoice is Krista Dupre', Budget Analyst, (916) 979-2028.

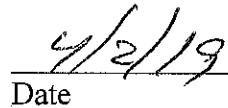
County of Plumas-Sierra  
208 Fairgrounds Road  
Quincy, CA 95971  
Tax Identification Number: 94-6000528

Approved as to form:

 3/21/19

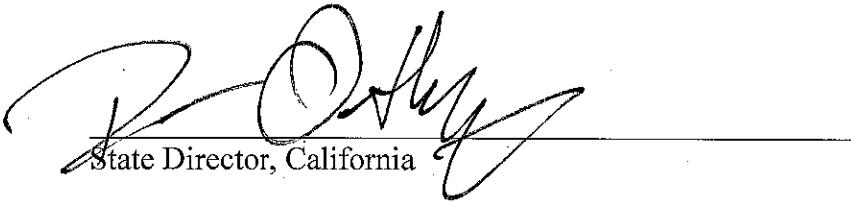
Gretchen Stuhr  
Deputy Plumas County Counsel

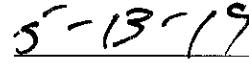
  
County Representative

  
Date

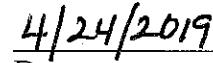
Title: Chair

UNITED STATES DEPARTMENT OF AGRICULTURE  
ANIMAL AND PLANT HEALTH INSPECTION SERVICE  
WILDLIFE SERVICES  
3419A Arden Way  
Sacramento, CA 95825  
Tax Identification Number: 41-0696271

  
State Director, California

  
Date

  
Acting Director, Western Region

  
Date

**PLUMAS-SIERRA COUNTY  
FINANCIAL PLAN  
July 1, 2020 through June 30, 2021**

**Work Plan:**

This Work Plan is in reference to Cooperative Service Agreement No. 18-7306-0275-RA. USDA-APHIS-WS will administer an Integrated Wildlife Damage Management (IWDM) program in Plumas-Sierra County. USDA-APHIS-WS will assist business/property owners, private citizens, and governmental agencies in protecting human resources, which include, but are not limited to, residents, property, livestock, crops, and natural resources from damage caused by predators, wild and feral animals, and other nuisance wildlife.

**Financial Plan:**

The cooperator will be billed quarterly by USDA-APHIS for actual costs incurred but will not exceed \$76,623.00 annually. An estimated itemization of expenses is listed below; however funds may be distributed between itemized categories at the discretion of USDA-APHIS-WS:

Cost Element		Full Cost
Personnel Compensation	\$	50,620.00
Travel	\$	603.00
Vehicles	\$	6,025.00
Other Services	\$	-
Supplies and Materials	\$	1,507.00
Equipment	\$	1,507.00
Subtotal (Direct Charges)	\$	60,262.00
Pooled Job Costs	11.00%	\$ 6,629.00
Indirect Costs	16.15%	\$ 9,732.00
Aviation Flat Rate Collection		\$ -
Agreement Total	\$	76,623.00

In accordance with the Debt Collection Improvement Act (DCIA) of 1996, bills issued by WS are due and payable within 30 days of receipt. The DCIA requires that all debts older than 120 days be forwarded to debt collection centers or commercial collection agencies for more aggressive action. Debtors have the option to verify, challenge and compromise claims, and have access to administrative appeals procedures which are both reasonable and protect the interests of the United States.

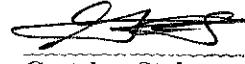
*e mail 4/16/20*

APHIS-WS Agreement Number: 20-73-06-0275-RA  
APHIS-WS Account Code (WBS): AP.RA.RX06.73.0191

The financial point of contact for this Financial Invoice is Heather Ferguson, Budget Technician, (916) 979-2025.

County of Plumas-Sierra  
208 Fairgrounds Road  
Quincy, CA 95971-9462  
Tax Identification Number: 94-6000528

Approved as to form:

 3/30/2020

Gretchen Stuhr  
Deputy Plumas County Counsel

Lori Simpson  
County Representative

4/14/2020

Date

Title: Plumas County Board of Supervisors

UNITED STATES DEPARTMENT OF AGRICULTURE  
ANIMAL AND PLANT HEALTH INSPECTION SERVICE  
WILDLIFE SERVICES  
3419A Arden Way  
Sacramento, CA 95825  
Tax Identification Number: 41-0696271

State Director, California

Date

Director, Western Region

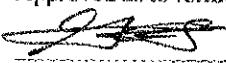
Date

APHIS-WS Agreement Number: 20-73-06-0275-RA  
APHIS-WS Account Code (WBS): AP.RA.RX06.73.0191

The financial point of contact for this Financial Invoice is Heather Ferguson, Budget Technician, (916) 979-2025.

County of Plumas-Sierra  
208 Fairgrounds Road  
Quincy, CA 95971-9462  
Tax Identification Number: 94-6000528

Approved as to form:

 3/30/2020

Gretchen Stuhr  
Deputy Plumas County Counsel

Lori Simpson  
County Representative

4/14/2020

Date

Title: Plumas County Board of Supervisors

UNITED STATES DEPARTMENT OF AGRICULTURE  
ANIMAL AND PLANT HEALTH INSPECTION SERVICE  
WILDLIFE SERVICES  
3419A Arden Way  
Sacramento, CA 95825  
Tax Identification Number: 41-0696271

**DENNIS**

Digitally signed by DENNIS

**ORTHMEYER**

ORTHMEYER

Date: 2020.07.17 11:01:01 -07'00'

State Director, California

Date

**MICHAEL YEARY**

Digitally signed by MICHAEL YEARY

DN: c=US, o=U.S. Government, ou=Department of Agriculture,  
cn=MICHAEL YEARY, o.9.2342.19200300.100.1.1=12001000003710  
Date: 2020.07.27 16:23:39 -06'00'

Director, Western Region

Date

# **Exhibit C**

**FILED**

**SUPERIOR COURT OF CALIFORNIA  
COUNTY OF MONTEREY**

AUG 09 2017

~~CLERK OF THE SUPERIOR COURT  
DEPUTY  
Sally Lopez~~

ANIMAL LEGAL DEFENSE FUND, et al.,  
Petitioners/Plaintiffs.

Case No.: 16CV001670

vs.

## INTENDED DECISION

MONTEREY COUNTY,  
Respondent/Defendant.

The Petition for Writ of Mandate by Petitioners/Plaintiffs Animal Legal Defense Fund, et al. (collectively, "Petitioners") came on for hearing before the Honorable Lydia M. Villarreal on May 12, 2017, at 9:00 a.m., in Department 1. Petitioners and Respondent Monterey County ("the County") were represented by their respective attorneys. The matter having been submitted, the court makes the following rulings:

## I. Background

This California Environmental Quality Act (“CEQA”) proceeding relates to the County’s Integrated Wildlife Damage Management Program (“the IWDM Program”). Each year, the County’s Agricultural Commissioner enters into an annual Work and Financial Plan (“Work Plan” or, collectively, “Work Plans”) with U.S. Department of Agriculture, Animal and Plant Health Inspection Service, Wildlife Services (“APHIS-WS”). Each Work Plan governs implementation of the IWDM Program for a 1-year period beginning July 1st and ending June 30th (“Annual Program” or, collectively, “Annual Programs”). In April 2016, the County’s Agricultural Commissioner entered into the Work Plan (“2016 Plan”) to implement the Annual Program for July 1, 2016 to June 30, 2017 (“2016 Program”). The next day, its Assistant

1 Agricultural Commissioner executed a notice of exemption (“2016 NOE”) wherein the County  
2 asserted a ministerial exemption for the 2016 Plan.

3 Petitioners allege that the County failed to perform any environmental review for the  
4 IWDM Program, including an initial study and preparation of a negative declaration,  
5 environmental impact report (“EIR”), or other CEQA document. Petitioners further allege that  
6 the County improperly asserted a ministerial exemption in the 2016 NOE in an effort to avoid  
7 CEQA environmental review. Petitioners make clear they only challenge the CEQA compliance  
8 based on allegations that the County (1) improperly asserted a ministerial exemption for the 2016  
9 Program/2016 Plan in the 2016 NOE; and (2) failed to perform CEQA environmental review for  
the 2016 Program before the approval in the 2016 Plan as required.

10 **II. Procedural History**

11 Petitioners commenced this action on June 1, 2016, and filed the operative verified first  
12 amended petition for writ of mandate and complaint (“FAP”) on August 4, 2016.<sup>1</sup> In the FAP,  
13 Petitioners assert causes of action for: (1) Petition for Writ of Mandate Under CEQA;  
14 (2) Declaratory Relief With Respect to CEQA; (3) Petition for Writ of Mandate and Declaratory  
15 Relief to Set Aside the County’s Project Approval as Contrary to CEQA; and (4) Declaratory  
16 Relief that the County Willfully Suppressed Records.

17 The County filed a statement of issues in September 2016.

18 Pursuant to the parties’ stipulation, Petitioners submitted a joint administrative record that  
includes a deposition transcript and records that the County refused to certify.

19 On December 19, 2016, Petitioners timely filed an opening brief and their counsel’s  
20 supporting declaration with attached exhibits. On February 17, 2017, the County timely filed an  
21 opposing brief that contained a request to dismiss the action and evidentiary objections to the  
22 declaration and exhibits filed with the opening brief. On March 20, 2017, Petitioners timely filed  
23 a reply brief and supporting declaration. On March 22, 2017, Petitioners filed a notice of the  
24 hearing previously set for May 12, 2016.

25 At the hearing on May 12, 2016, Petitioners and the County submitted oral arguments,  
26 and Petitioners agreed to voluntarily dismiss their claims for declaratory relief. Thereafter, the  
27 court took the matter under submission.

28 <sup>1</sup> Contrary to the County’s assertion, the verification attached to the FAP is adequate.

1       **III. The County's Request for Dismissal in the Opposing Brief**

2       The County's request for dismissal of the action effectively is a procedurally defective  
3 motion for renewal or reconsideration of a prior motion to dismiss. (See Code Civ. Proc.,  
4 § 1008.) In any event, the request lacks merit. The County's request for dismissal is DENIED.

5       **IV. Declaratory Relief Claims (Second & Fourth Causes of Action)**

6       Since Petitioners agreed to dismiss the declaratory relief claims during the hearing on  
7 May 12, 2017, the second and fourth causes of action for declaratory relief are DISMISSED.

8       **V. Petition for Writ of Mandate Under CEQA (First & Third Causes of Action)**

9       All that remains is the petition for writ of mandate under CEQA (first and third causes of  
10 action). Before analyzing the merits of the petition, the court will address evidentiary issues and  
11 objections, summarize the evidence, and set forth the applicable CEQA principles.

12       **A. Evidentiary Issues & Objections**

13       *The County's Evidentiary Objections:* Extra-record evidence is admissible in this CEQA  
14 writ of mandate proceeding because Petitioners challenge an informal decision and claims of  
15 exemption. (See *Western States Petroleum Assn. v. Superior Court* (1995) 9 Cal.4th 559, 576;  
16 see also *California Oak Foundation v. Regents of University of California* (2010) 188  
17 Cal.App.4th 227, 255-256.) Therefore, the County's extra-record evidence objection lacks merit.  
18 Its remaining objections also lack merit. Accordingly, the County's evidentiary objections are  
19 OVERRULED.

20       *Deposition Transcript in the Joint Administrative Record:* Although not addressed by  
21 the parties, the deposition transcript submitted as part of the stipulated/joint administrative record  
22 is not within the scope of the CEQA record of proceedings. (See Pub. Res. Code, § 21167.6,  
23 subd. (e).) That being said, the court may properly consider the deposition transcript as extra-  
24 record evidence because—as explained above—Petitioners challenge an informal decision and  
25 claim of a ministerial exemption.

26       *Uncertified Records in the Joint Administrative Record:* The County refused to certify  
27 certain records in the joint administrative record, despite stipulating to their inclusion in the  
28 record. The County does not dispute that the uncertified records are accurate and relevant. After  
reviewing the uncertified records, the court finds that they are properly included in the record of

1 proceedings. (See Pub. Res. Code, § 21167.6, subd. (e)(1)-(4), (6)-(8), & (10)-(11).) Therefore,  
2 the County's refusal to certify them does not affect the court's analysis.

3 **Arguments re: Adverse Inference:** Contrary to Petitioners' contention, an adverse  
4 inference is not warranted because they have not carried their burden to show that the County  
5 acted with a culpable state of mind. (See, *Reeves v. MV Transp., Inc.* (2010) 186 Cal.App.4th  
6 666, 681-682.)

7 **B. Evidence Submitted<sup>2</sup>**

8 **Initial Implementation of the IWDM Program:** The County's Assistant Agricultural  
9 Commissioner Robert Roach ("AAC Roach") testified at his deposition that he believes the  
County first implemented the IWDM Program in or about 1993. (AR000418-657.)

10 **2013 Work Plan:** The Work Plan executed by the County's representative in February  
11 2013 and APHIS-WS on March 6 and 21, 2013 ("2013 Plan") is the first record referring to the  
12 IWDM Program. (AR000011-14.)

13 **Delegation of Authority in 2013:** The County's Board of Supervisors ("Board") held a  
14 public meeting on May 21, 2013. (AR000004-6 & 32-65.) On May 22, 2013, the Board issued an  
15 order ("2013 Board Order") that delegated authority to enter into contracts with certain other  
16 agencies—including APHIS-WS—to the County's Agricultural Commissioner for a period of 3  
17 years ending June 30, 2016. (AR000001.) Neither the 2013 Board Order nor the records relating  
18 to the Board meeting mention, approve of, or commit the County to carry out the IWDM  
Program or any particular agreement or activity involving APHIS-WS.

19 **2013 Cooperative Services Agreement:** In June 2013, without public notice, the County's  
20 Agricultural Commissioner and APHIS-WS executed a 5-year Cooperative Services Agreement  
21 ("CSA"). (AR000007-10.) The 2013 CSA does not include any details regarding implementation  
22 of the IWDM Program. Instead, the 2013 CSA contemplated that, each year, the County and  
23 APHIS-WS would negotiate and execute a Work Plan governing an Annual Program to  
24 implement the IWDM Program for a 1-year period. The 2013 CSA further contemplated that,

25  
26 <sup>2</sup> The material evidence is summarized below. Petitioners submitted evidence that is not significant and warrants no  
27 further discussion. Specifically, Petitioners submit declarations by their counsel with attached exhibits to support  
28 their adverse inference argument and declaratory relief causes of action. (See Petitioners' counsel's opening  
declaration; see also Petitioners' counsel's reply declaration.) Since the argument lacks merit and declaratory relief  
claims have been dismissed, this evidence is immaterial to the court's analysis.

1 upon execution, each Work Plan would be incorporated into the 2013 CSA. The 2013 CSA  
2 allows any party to unilaterally terminate it upon 90 days' written notice.

3 **2014 Work Plan:** The Work Plan executed by the County's Agricultural Commissioner  
4 on April 14, 2014 and APHIS-WS on May 10 and 24, 2014 ("2014 Plan") pursuant to the 2013  
5 CSA governs the Annual Program for July 1, 2014 to June 30, 2015, and sets forth details about  
6 features/aspects of the ongoing IWDM Program during that period. (AR00015-18.)

7 **2015 Work Plan:** The Work Plan executed by the County's Agricultural Commissioner  
8 on June 19, 2015 and APHIS-WS on June 25, 2015 and July 7, 2015 ("2015 Plan") pursuant to  
9 the 2013 CSA governs the Annual Program for July 1, 2015 to June 30, 2016, and sets forth  
details about features/aspects of the ongoing IWDM Program during that period. (AR00019-22.)

10 **2015 Notice of Exemption:** On June 30, 2015, the County filed a notice of exemption  
11 ("2015 NOE") with the County Clerk, stating that a project defined as a Work Plan is subject to a  
12 ministerial exemption because it was authorized by a previously approved Board action.  
13 (AR000023.) The 2015 NOE is the first CEQA document related to the IWDM Program  
14 identified in the County Clerk's CEQA Index.<sup>3</sup> (AR000403.)

15 **2016 Work Plan:** The 2016 Plan executed by the County's Agricultural Commissioner on  
16 April 26, 2016 and APHIS-WS on May 2 and 11, 2016 pursuant to the 2013 CSA governs the  
17 Annual Program for July 1, 2016 to June 30, 2017 (i.e. the 2016 Program), and sets forth details  
18 about features/aspects of the ongoing IWDM Program during that period. (AR00028-31.) The  
19 2016 Plan is the only document containing details about the 2016 Program and the County's  
commitment to carry out the 2016 Program.

20 **2016 Notice of Exemption:** On April 27, 2016, the County's Agricultural Commissioner  
21 executed the 2016 NOE stating that the project—identified as a Work Plan defining objectives  
22 and a plan of action for implementation of the IWDM Program—is subject to a ministerial  
exemption because it "consists of a [Work Plan] that was authorized by a previously approved  
action of the [Board]." (AR000023.) The 2016 NOE is identified in County Clerk's CEQA  
23 Index.<sup>4</sup> (AR000414.)

26 \_\_\_\_\_  
27 <sup>3</sup> The index erroneously refers to the 2015 NOE as a notice of determination.  
28

<sup>4</sup> The 2016 NOE does not have the County Clerk's file stamp.

1        ***Delegation of Authority in 2016:*** Shortly before the execution of the 2016 Plan, but  
2 before the 2016 Plan came into effect, the Board held a public meeting on March 22, 2016.  
3 (AR000024-26 & 66-107.) On March 24, 2016, the Board issued an order (“2016 Board Order”)  
4 that delegated authority to enter into contracts with other agencies—including APHIS-WS—to  
5 the County’s Agricultural Commissioner for a period of 3 years ending on June 30, 2019.  
6 (AR000002-3.) The 2016 Board Order and records pertaining to the Board meeting refer to the  
7 IWDM Program’s Work Plan without specifying any particular Work Plan or Annual Program.<sup>5</sup>  
8 The 2016 Board Order shows that the Board set the maximum annual budget for implementation  
9 of the IWDM Program and authorized the Agricultural Commissioner to spend up to the  
10 maximum budget to implement each Annual Program. These public records merely delegate  
11 authority to execute contracts to the County’s Agricultural Commissioner without containing any  
12 commitment to carry out the IWDM Program, details about the IWDM Program, or  
identification of any Work Plan.

13        ***Retention of Contractor for CEQA Initial Draft Study:*** From February 1, 2016 to  
14 May 20, 2016, the County’s Agricultural Commissioner and staff communicated with and  
15 ultimately retained a contractor to perform CEQA environmental review and prepare an initial  
16 study. (AR000108-350.) The engagement letter/agreement and early communications suggest  
17 that the County sought CEQA review for the 2016 Plan, but the draft initial study would not be  
18 ready before commencement of the 2016 Program on July 1, 2017. After the execution of the  
19 2016 Plan, communications and other records indicated that the County sought CEQA review in  
20 anticipation of the renewal of the 2013 CSA in 2018.<sup>6</sup> The engagement letter/agreement and  
21 early communications also disclose that the County and its contractor did not complete the  
22 review and initial study before executing the 2016 Plan, or before commencement of this action.<sup>7</sup>

23        ***AAC Roach’s Deposition Testimony:*** On September 20, 2016, Petitioners deposed  
24 Assistant Agricultural Commissioner Roach. (AR000418-657.) During his deposition, AAC  
Roach confirmed that the 2013 CSA had a 90 day termination clause, and contemplated later

25        <sup>5</sup> Notably, the 2016 Board Order’s delegation of authority was not in effect at the time of the execution of the 2016  
26 Plan (April 26, 2016) or commencement of the 2016 Program (July 1, 2017).

27        <sup>6</sup> Regardless of whether the County retained the contractor for CEQA review related to the 2016 Plan or the future  
28 renewal of the 2013 CSA, the record shows that there was no initial study or completed negative declaration, EIR, or  
other environmental document as required by CEQA as of the date of execution of the 2016 Plan.

As discussed below, the County asserts that it completed the initial study after Petitioners commenced this  
proceeding. There is no record or extra-record evidence indicating that the initial study was ever completed.

1 execution of the Work Plans setting forth specific terms regarding implementation of the IWDM  
2 Program. When asked whether the County “approves the contract” with APHIS-WS and  
3 “chooses to implement the IWDM program by contracting with” APHIS-WS, AAC Roach  
4 answered “yes.” AAC Roach also testified that the County had not provided input on terms of  
5 the Work Plans because it “never wanted to,” and “it is generally difficult to change government  
6 contracts” due to issues with bureaucracies, “[s]o we generally don’t attempt to change state or  
7 federal contracts.” AAC Roach testified that the County retained a contractor to perform CEQA  
8 environmental review in anticipation of the upcoming renewal of the 2013 CSA that will occur  
9 in 2018.

10       **C. Applicable CEQA Principles**

11       CEQA and the CEQA guidelines establish a three-tiered review structure. (*No Oil, Inc. v.*  
12 *City of Los Angeles* (1974) 13 Cal.3d 68, 74.) First, a lead agency must conduct a preliminary  
13 review to determine whether an activity is subject to CEQA—or not subject to CEQA because it  
14 (1) “does not involve the exercise of discretionary powers”; (2) “will not result in a direct or  
15 reasonably foreseeable indirect physical change in the environment”; or (3) is not a project—and  
16 whether the project is exempt. (Cal. Code Regs. Tit. 14 [CEQA Guidelines], §§ 15060, subd. (c)  
17 & 15061.) If a project falls within an exemption or “it can be seen with certainty that the activity  
18 in question will not have a significant effect on the environment” (Cal. Admin. Code, tit. 14,  
19 § 15060), no further agency evaluation is required.” (*No Oil, Inc. v. City of Los Angeles* (1974)  
20 13 Cal.3d 68, 74.)

21       Second, if the project is non-exempt, subject to CEQA, and “there is a possibility that the  
22 project may have a significant effect,” then CEQA compliance is required and the analysis  
23 proceeds to the second tier, i.e. the requirement that the lead agency conduct an initial study.  
24 (See *No Oil, Inc. v. City of Los Angeles* (1974) 13 Cal.3d 68, 74.; see also CEQA Guidelines,  
25 §§ 15060 & 15063, subd. (a).)

26       Third, depending on the results of the threshold initial study, the lead agency issues an  
27 EIR, a negative declaration, or another environmental review document authorized by the CEQA  
28 Guidelines. (CEQA Guidelines, § 15063, subd. (b); see also *No Oil, Inc. v. City of Los Angeles*  
(1974) 13 Cal.3d 68, 74.) Specifically, “[i]f the agency determines that there is substantial  
evidence that any aspect of the project, either individually or cumulatively, may cause a

1 significant effect on the environment . . . the lead agency shall" either: (a) prepare an EIR;  
2 (b) use an existing EIR; or (c) determine, pursuant to a program EIR, tiering, or another  
3 appropriate process, which of a project's effects were adequately examined by an earlier EIR or  
4 negative declaration." (CEQA Guidelines, § 15063, subd. (b)(1).) "The lead agency shall prepare  
5 a negative declaration if there is no substantial evidence that the project or any of its aspects may  
6 cause a significant effect on the environment." (*Id.*, subd. (b)(2).)

7 Furthermore, if CEQA compliance is required, then "[b]efore granting any approval of a  
8 project subject to CEQA, every lead agency or responsible agency shall consider a final EIR or  
9 negative declaration or another document authorized by these guidelines to be used in the place  
10 of an EIR or negative declaration." (CEQA Guidelines, § 15004, subd. (a).) The issue of whether  
11 the "agency approved a project with potentially significant environmental effects before  
12 preparing and considering an EIR for the project" may "also be framed by asking whether a  
13 particular agency action is in fact a 'project' for CEQA purposes." (*Save Tara v. City of West  
Hollywood* (2010) 45 Cal.4th 116, 131 ["Save Tara"].)

14 **D. Discussion**

15 In the FAP, Petitioners challenge CEQA compliance based on allegations that the County  
16 (1) improperly asserted a ministerial exemption for the 2016 Program/2016 Plan in the 2016  
17 NOE; and (2) failed to perform CEQA environmental review for the 2016 Program before the  
18 approval in the 2016 Plan as required.

19 It is undisputed that the County is a lead agency for purposes of CEQA. The parties  
20 dispute the following matters that must be decided in order to determine whether the County  
21 violated CEQA as alleged in the FAP: (1) the proper definitions of the project and approval at  
22 issue for purposes of CEQA; (2) whether the action is barred by the statute of limitations based  
23 on the date of approval; (3) whether the County's preliminary review properly determined that  
24 CEQA compliance is not required based on the ministerial exemption and whether asserted  
25 exemptions regarding safe harbor for pre-existing activities, baseline comparison, continuing  
26 implementation of an ongoing project, and the common sense exemption apply; and (4) whether  
27 the County violated CEQA review procedures. Each issue is analyzed below.

1                   **1.     Definitions of Project & Approval for Purposes of CEQA**

2                   As a preliminary matter, the court must determine what is the “project” and the  
3                   “approval” for purposes of CEQA, since the analysis of whether the County complied with  
4                   CEQA depends on those determinations. The issue of whether the “agency approved a project  
5                   with potentially significant environmental effects before preparing and considering an EIR for  
6                   the project ‘is predominantly one of improper procedure’ ([citation]) to be decided by the courts  
7                   independently.” (*Save Tara, supra*, at p. 131.) “[T]he timing question may also be framed by  
8                   asking whether a particular agency action is in fact a ‘project’ for CEQA purposes, and that  
9                   question, we have held, is one of law. ([Citations].) [Footnote.]” (*Ibid.*)

10                   **i.     The 2013 CSA Activity is the Project**

11                   “Project” means an activity”—i.e. “the whole of an action”—“which may cause either a  
12                   direct physical change in the environment, or a reasonably foreseeable indirect physical change  
13                   in the environment.” (Pub. Res. Code, § 21065, subd. (b); CEQA Guidelines § 15378, subd. (a).)  
14                   “The term ‘project’ refers to the activity which is being approved and which may be subject to  
15                   several discretionary approvals by governmental agencies,” not “each separate government  
16                   approval” or creation of a funding mechanism. (CEQA Guidelines § 15378, subds. (b)-(c).) This  
17                   broad interpretation of a project “is designed to provide the fullest possible protection of the  
18                   environment” and “ensures CEQA’s requirements are not avoided by chopping a proposed  
19                   activity into bite-sized pieces which, when taken individually, may have no significant adverse  
20                   effect on the environment.” (*POET, LLC v. State Air Resources Board* (2017) 10 Cal.App.5th  
21                   764, 478.) “Whether an activity constitutes a project subject to CEQA is a categorical question  
22                   respecting whether the activity is of a general kind with which CEQA is concerned, without  
23                   regard to whether the activity will actually have environmental impact.” (*Rominger v. County of*  
24                   *Colusa* (2014) 229 Cal.App.4th 690, 701.) The question of whether the activity qualifies as a  
25                   CEQA project is an issue of law. (*Ibid.*)

26                   **Petitioners’ Argument re: 2016 Program/2016 Plan:** Petitioners assert that the project is  
27                   the 2016 Program approved by the execution of the 2016 Work Plan. The evidence presented  
28                   shows that the 2016 Program is a 1-year implementation of the ongoing IWDM Program. The  
                 evidence also shows that the County previously approved other 1-year implementations of the  
                 IWDM Program by executing prior Work Plans. In other words, it is Petitioners’ position that the

1 project is a particular activity subject to a single approval, as opposed to the whole of the activity  
2 that may be subject to several approvals. Under CEQA, the project is the whole of the action that  
3 might be subject to several approvals, and not each separate approval. (See Pub. Res. Code, §  
4 21065, subd. (b); see also CEQA Guidelines § 15378, subds. (a)-(c).) Therefore, the project  
5 cannot be the 2016 Program/2016 Plan, and Petitioners' argument lacks merit.

6 *The County's Argument re: 2013 CSA:* The County asserts that that the CEQA project is  
7 the 2013 CSA. Presumably, it is the County's position that the project at issue is the activity  
8 described in the 2013 CSA ("CSA Activity"). The evidence shows that the 2013 CSA relates to  
9 the implementation of the IWDM Program for a 5-year period beginning in 2013 and ending in  
10 2018, and incorporates the 2014 Plan, 2015 Plan, and 2016 Plan upon execution of each Work  
11 Plan. The evidence also shows that the 2014 Plan, 2015 Plan, and 2016 Plan relate to  
12 implementation of the IWDM Program for three separate 1-year periods beginning July 1, 2014  
13 and ending June 30, 2017. Such evidence supports the County's assertion that the project is the  
14 CSA Activity, as opposed to the 2016 Plan/2016 Program, standing alone. The CSA Activity  
15 refers to the whole of the activity – including and incorporating each of the annual Work Plans –  
16 whereas the 2016 Program is only a part of the activity subject to a single approval.

17 Notably, other evidence in the record shows that the 2013 CSA only describes activity  
18 that is part of a larger ongoing IWDM Program that commenced before the execution of the 2013  
19 CSA and will continue after the 2013 CSA expires.<sup>8</sup> Such evidence shows that the project could  
20 be properly defined as the ongoing IWDM Program that began before and will continue after the  
21 CSA Activity. That said, neither Petitioners nor the County has taken the position that the  
22 entirety of the IWDM Program is the project for purposes of CEQA. The broadest asserted  
23 definition of the project at issue is the County's contention that the CSA Activity is the project at  
24 issue. Therefore, the court declines to consider whether the IWDM Program is the project at  
25 issue, and finds that the CSA Activity, including and incorporating each annual Work Plan, is the  
26 project.

27  
28 <sup>8</sup> For example, the 2013 Plan refers to a 1-year implementation of the IWDM Program before the execution of the  
29 2013 CSA, and the 2013 Plan is not incorporated into the 2013 CSA. Moreover, AAC Roach testified that the  
County began implementing the IWDM Program someone around 1993. Additionally, AAC Roach's deposition  
testimony and some of the communications related to the County's retention of a contractor to perform CEQA  
environmental review show that the County intends to renew the 2013 CSA upon its expiration in 2018.

1                   **Conclusion:** In light of the foregoing, the court finds that the CSA Activity—not the  
2 2016 Program/2016 Plan—is the project at issue in this proceeding for purposes of CEQA.<sup>9</sup>

3                   **ii.       The Execution of the 2016 Plan is the Approval**

4                   “Approval” means the decision by a public agency which commits the agency to a  
5 definite course of action in regard to a project intended to be carried out by any person.” (CEQA  
6 Guidelines, § 15352, subd. (a).) An agency’s approval only triggers CEQA environmental review  
7 if, at the time it was made, the project was “sufficiently well defined” to provide “meaningful  
8 information for environmental assessment.” (*Save Tara, supra*, at p. 136.) CEQA should not be  
9 interpreted as allowing an EIR to be delayed beyond the time when it can, as a practical matter,  
10 serve its intended function of informing and guiding decision makers. (*Id.*, at p. 130.) Even if an  
11 instrument “is extremely detailed,” it lacks the requisite commitment to constitute an approval if  
12 it “expressly binds the parties to only continue negotiating in good faith.” (*Cedar Fair, L.P. v.*  
*City of Santa Clara* (2011) 194 Cal.App.4th 1150, 1171 [“Cedar Fair”].)

13                  The County insists that the execution of the 2013 CSA is the approval. However, the  
14 2013 CSA itself and other evidence containing information available upon execution of the 2013  
15 CSA show that: (a) at the time of execution of the 2013 CSA, there was insufficient detail  
16 available about the IWDM Program or any of its aspects to allow for meaningful environmental  
17 review; and (b) the 2013 CSA is analogous to the agreement to negotiate in good faith in *Cedar*  
18 *Fair* and therefore lacks the requisite commitment to constitute an approval. Accordingly, the  
19 execution of the 2013 CSA is not the approval for purposes of CEQA.

20                  Petitioners contend that the April 26, 2016 execution of the Work Plan is the approval for  
21 purposes of CEQA. This argument is persuasive. The 2016 Plan shows that: (a) it contains  
22 sufficient detail about the IWDM Program to allow for meaningful environmental review; and  
23 (b) it is a commitment sufficient to constitute an approval, and is distinguishable from *Cedar*  
24 *Fair*. Contrary to the County’s assertion, the fact that the 2016 Plan is one of several approvals  
25 of the IWDM Program is of no consequence. A single project may be subject to multiple  
26 approvals. (CEQA Guidelines § 15378, subd. (b)(4) & (c).) Thus, the execution of the 2016 Plan  
27 is the approval for purposes of CEQA.

28                  <sup>9</sup> This finding is limited only to the pending petition for writ of mandate and shall not be conclusive in any  
subsequent litigation/proceeding.

In sum, the court finds that the April 26, 2016 execution of the 2016 Plan contract—not the 2013 CSA—is the approval for purposes of CEQA.

## 2. Statute of Limitations

The County argues that this entire action is time-barred pursuant to the 180-day limitation in Public Resources Code section 21167, subdivision (a). That provision requires an action or proceeding to “be commenced within 180 days from the date of the public agency’s decision to carry out or approve the project, or, if a project is undertaken without a formal decision by the public agency, within 180 days from the date of commencement of the project.” (Pub. Res. Code, § 21167, subd. (a).) The County’s argument is predicated on its contention that the approval that commenced the limitations period is the execution of the 2013 CSA, and that the 2016 Plan “simply repeated” the prior Work Plans and 2013 CSA. To the contrary, as explained above, the approval for purposes of CEQA is the execution of the 2016 Plan, not the 2013 CSA. Furthermore, the evidence shows that the 2016 Plan is materially distinguishable from the 2013 CSA because the 2013 CSA lacks detail about the CSA Activity. The evidence also shows that the 2016 Plan is distinguishable from prior Work Plans that set forth different details to govern different annual implementations of the CSA Activity and IWDM Program. The County’s agent signed the approval (2016 Work Plan) on April 26, 2016. Petitioners commenced this action within 180 days of that date on June 1, 2016. Therefore, the court finds that this action is not time-barred.

**3. Preliminary Review & Determinations as to Whether the Project is Subject to CEQA and Subject to an Exemption**

Since the action is not time-barred, the analysis turns to the first tier of the CEQA procedure, i.e. the preliminary review. A lead agency must conduct a preliminary review to determine whether an activity is subject to CEQA, and whether any exemption applies. If a project is not subject to CEQA or if an exemption applies, then no further agency action is required. (*No Oil, Inc. v. City of Los Angeles* (1974) 13 Cal.3d 68, 74.) The agency's quasi-legislative determinations during preliminary review are subject to the abuse of discretion standard of review in Public Resources Code section 21185.5, and an abuse of discretion is established if the agency has not proceeded in the manner required by law or if the determination is not supported by substantial evidence. (See Pub. Res. Code, § 21168; see also *Bus Riders*,

*Union v. Los Angeles County Metropolitan Transp. Agency* (2009) 179 Cal.App.4th 101, 107; see also *San Lorenzo Valley Community Advocates for Responsible Educ. v. San Lorenzo Valley Unified School Dist.* (2006) 139 Cal.App.4th 1356, 1375.)

In the 2016 NOE, the County asserted a ministerial exemption. The County proffers arguments to support its (1) ministerial exemption claim, (2) contention that CEQA compliance is not required because the subject project will not result in a change in the environment, (3) and other exemptions not included in any notice of exemption. The ministerial exemption and other arguments and asserted exemptions are discussed below.

i. **Ministerial Exemption**

Ministerial projects are exempt from CEQA. (CEQA Guidelines, § 15268, subd. (a).) “Ministerial” describes a governmental decision involving little or no personal judgment by the public official as to the wisdom or manner of carrying out the project”; the public official “uses no special discretion or judgment in reaching a decision” and “cannot use personal, subjective judgment in deciding whether or how the project should be carried out.” (CEQA Guidelines, § 15369.) “To be ministerial, a decision must be one the administrative agency itself is forced to follow.” (*Friends of Westwood, Inc. v. City of Los Angeles* (1987) 191 Cal.App.3d 259, 278.) “It must be a standard fixed by statute or ordinance or the enactment of some other legislative body.” (*Ibid.*) “It cannot be a standard the administrative agency itself exercised its own discretion to create . . . .” (*Ibid.*) Courts “have adopted a restrictive definition of ‘ministerial projects’ considered exempt from environmental review.” (*Id.*, at p. 271.) “Where a project involves elements of both ministerial and discretionary action, it is subject to CEQA.” (*Mountain Lion Foundation v. Fish & Game Com.* (1997) 16 Cal.4th 105, 119; see also CEQA Guidelines, § 15268, subd. (d).) Any doubt whether a project is ministerial or discretionary should be resolved in favor of the latter characterization. (*Day v. City of Glendale* (1975) 51 Cal.App.3d 817, 824.)

As a threshold issue, the arguments and evidence presented suggest that the issue is whether the 2016 Program/2016 Plan is subject to the ministerial exemption,<sup>10</sup> but the question

<sup>10</sup> The 2016 NOE states that the ministerial exemption is asserted for a project that it defines as an undated Work Plan to maintain the IWDM Program. Given that the County executed the 2016 Plan to implement the 2016 Program (i.e. a 1-year implementation of the IWDM Program) the day before it executed the 2016 NOE, it is apparent that the 2016 NOE asserts the County's ministerial exemption to the 2016 Plan, which approves the 2016 Program.

1 presented is whether the project—i.e. the CSA Activity—is subject to the ministerial exemption.  
2 That being said, the 2016 Plan, 2013 CSA, and any other action involved in the CSA Activity  
3 must be considered in determining whether the ministerial exemption applies.

4 The County asserts that its actions were mandatory, non-discretionary, not voluntary, and  
5 subject to the ministerial exemption. As explained below, the County’s arguments lack merit.

6 No statute, ordinance, or legislative enactment obligated the County or its Agricultural  
7 Commissioner to execute any approval or other contract, or to implement the CSA Activity or  
8 any of its aspects. The 2013 Board Order and 2016 Board Order delegate authority to enter into  
9 contracts to the Agricultural Commissioner, but did not require him to execute any instrument or  
take any action.

10 The evidence shows that the Agricultural Commissioner exercised discretion by  
11 voluntarily executing the 2013 CSA pursuant to the discretionary authority delegated under the  
12 2013 Board Order. Assuming *arguendo* that the 2013 CSA required the County to approve the  
13 2016 Plan, the 2013 CSA would not impose a standard sufficient to support the ministerial  
14 exemption. An agency cannot properly assert a ministerial exemption based on a standard that it  
15 “exercised its own discretion to create and therefore which it possesses the discretion to modify  
16 or ignore should an environmental assessment reveal the standard would cause adverse  
17 environmental consequences if the agency continued to apply it.” (*Friends of Westwood, Inc. v.*  
18 *City of Los Angeles* (1987) 191 Cal.App.3d 259, 278.) Since the evidence shows that the  
19 Agricultural Commissioner voluntarily entered into the 2013 CSA, any standard in the 2013  
20 CSA that purportedly requires the approval of the 2016 Plan is insufficient to support a  
ministerial exemption.

21 Moreover, the evidence shows that the 2013 CSA expressly gave the Agricultural  
22 Commissioner the discretion to negotiate and decide whether to approve or reject Work Plans,  
23 including the 2016 Plan, and to unilaterally cancel the 2013 CSA. The 2013 CSA’s terms  
24 expressly state that the parties would later negotiate terms of Work Plans. AAC Roach’s  
25 deposition testimony shows that the County did not attempt to negotiate the terms based on the  
26 general belief that negotiating with other government agencies is difficult: AAC Roach does not  
27 indicate that negotiations were barred. More importantly, the 2013 CSA’s terms expressly state

1 that the County had discretion to either approve or reject proposed Work Plans, and could  
2 terminate the 2013 CSA for any reason at any time. AAC Roach confirmed these terms at his  
3 deposition, and testified that the County could either accept or reject the Work Plans offered by  
4 APHIS-WS. Such evidence demonstrates that the County had the discretion to voluntarily  
5 terminate the 2013 CSA at any time, negotiate the terms of Work Plans, and approve or reject  
6 Work Plans offered by APHIS-WS.

7 The evidence further shows that, pursuant to the discretionary authority delegated under  
8 the 2013 Board Order and terms of the 2013 CSA, the Agricultural Commissioner exercised  
9 discretion and voluntarily approved the 2016 Plan. Such evidence is sufficient to show that there  
10 was no statute, ordinance, legislative enactment, or other mandatory duty requiring approval of  
11 the 2016 Plan. Thus, the approval of the 2016 Plan was discretionary and voluntary, not  
12 ministerial.

13 In sum, the County has not shown that substantial evidence supports the ministerial  
14 exemption asserted. Neither the CSA Activity nor the action approved by the 2016 Plan is  
15 subject to the ministerial exemption. Accordingly, the court finds that the County violated CEQA  
16 by asserting the ministerial exemption in the 2016 NOE.

## 17                   ii.     Other Arguments & Exemptions

18 The County asserts that there is no change in the environment and therefore the CSA  
19 Activity is not subject to CEQA based on arguments relating to the pre-existing activity safe  
20 harbor, baseline, and continuation of an ongoing project. The County also asserts that the CSA  
21 Activity is subject to the common sense objection.

22                   ***Pre-Existing Activity Safe Harbor:*** The County asserts that Petitioners' CEQA challenge  
23 is barred because the 2016 Program/2016 Plan is a continuation of a pre-existing activity. The  
24 "pre-existing activity" safe harbor applies when a public agency has issued an initial  
25 environmental impact report in the first instance. (Pub. Res. Code, § 21166; CEQA Guidelines,  
26 § 15162; *Citizens Against Airport Pollution v. City of San Jose* (2014) 227 Cal.App.4th 788,  
27 805.) The evidence shows that the County never conducted an environmental review of the CSA  
28 Activity any time before the approval of the 2016 Program pursuant to the 2016 Plan. Therefore,  
the County's pre-existing activity argument lacks merit.

1        **Baseline:** The County contends that the 2016 Plan is not a project because it did not  
2 directly or indirectly change the physical environment from the baseline. “Where a project  
3 involves ongoing operations or a continuation of past activity, the established levels of a  
4 particular use and the physical impacts thereof are considered to be part of the existing  
5 environmental baseline.” (*North Coast Rivers Alliance v. Westlands Water District* (2014) 227  
6 Cal.App.4th 832, 872.) Contrary to the County’s assertion, the 2016 Plan is not nearly identical  
7 to the 2013 CSA, the 2013 Plan, 2014 Plan, and 2015 Plan. The 2013 CSA lacks any details  
8 about the CSA Activity or 2016 Program. The prior Work Plans set forth details about prior 1-  
9 year implementations; however, the details of the prior implementations are materially  
10 distinguishable from the details set forth in the 2016 Plan. Due to these distinctions, there is no  
11 evidence to support the contention that the 2016 Program/2016 Plan could not possibly have a  
12 significant effect on the environment compared to the baseline. Furthermore, the facts presented  
13 are distinguishable from the authorities cited by the County, including the *Union of Medical*  
14 *Marijuana Patients vs. City of Upland* (2016) 245 Cal.App.4th 1265, 1272-1273, where the  
15 agency merely issued an ordinance ratifying an existing law. In any event, there is no baseline to  
16 compare to the 2016 Work Plan because there was no prior environmental analysis. (See  
17 *Riverwatch v. County of San Diego* (1999) 76 Cal.App.4th 1428, 1453.) Accordingly, the  
18 County’s baseline argument is unavailing.

19        **Continuation of Existing Project** The County contends that the 2016 Plan is merely a  
20 continuation of an existing project, i.e. the CSA Activity. Even so, as discussed above, the  
21 project for purposes of CEQA is the entirety of the CSA Activity, as opposed to any part of its  
22 implementation subject to a particular approval such as the 2016 Program approved by the 2016  
23 Plan. Although there is evidence indicating that the CSA Activity is a continuation of the  
24 ongoing IWDM Program, there is no evidence to support the contention that the CSA Activity  
25 could not result in significant environmental change compared to the prior implementations of  
26 the ongoing IWDM Program. Thus, the County’s argument is not well-taken.

27        **Common Sense Exemption:** Relying on *Save the Plastic Bag Coalition v. City of*  
28 *Manhattan Beach* (2011) 52 Cal.4th 155, 175 (“*Save the Plastic Bag Coalition*”), the County  
29 contends that Petitioners’ CEQA challenge is fundamentally unreasonable because each  
30 environmental review will take up to 18 months to complete. The County’s reliance on *Save the*

1 *Plastic Bag Coalition* is misplaced. The issue was whether the agency properly issued a negative  
2 declaration after completing an initial study and concluding that the project would not result in a  
3 significant environmental change. (*Save the Plastic Bag Coalition, supra*, at pp. 171-175.) Here,  
4 the evidence shows that the County failed to complete the initial study and failed to issue a  
5 negative declaration or other required CEQA environmental document before executing the  
6 subject approval (2016 Plan). In any event, there is no evidence showing the time it would take  
7 to complete subsequent environmental review, and this action arises from the County's failure to  
8 perform any environmental review, as opposed to a subsequent environmental review. Therefore,  
9 the County's argument is unavailing.

10 Notably, although not addressed by the parties, the common sense exemption that may  
11 arise during preliminary review does not consider the time required for environmental review.  
12 The "common sense" exemption arises when a project does not qualify for a statutory or  
13 categorical exemption, and "[w]here it can be seen with certainty that there is no possibility that  
14 the activity in question may have a significant effect on the environment." (*Muzzy Ranch Co. v.*  
15 *Solano County Airport Land Use Com'n* (2007) 41 Cal.4th 372, 380.) In other words, the  
16 common sense objection is essentially identical to the County's argument regarding the  
17 continuation of an existing project. For the reasons set forth above, the County's assertion lacks  
18 merit. It follows that the common sense exemption is inapplicable, since it cannot be determined  
19 with reasonable certainty that there is no possibility that the activity in question may have a  
20 significant effect on the environment. Thus, the common sense exemption does not apply.

21 **Conclusion:** To summarize, the court finds that the County abused its discretion in  
22 determining that the subject project was not subject to CEQA or otherwise subject to an  
23 exemption. There is no substantial evidence to support the County's decisions.

24 **iii. Conclusion**

25 In sum, the court finds that the project (i.e. the CSA Activity) is subject to CEQA, non-  
26 discretionary, and not subject to a ministerial exemption or any other exemption asserted by the  
27 County, the County abused its discretion by determining that CEQA review procedures did not  
28 apply, and the County violated CEQA by asserting a ministerial exemption in the 2016 NOE.

29 **4. Initial Study & Consideration of Resulting EIR, Negative Declaration,  
30 or Another CEQA Document Before Granting Approval**

1 Since the action is not time-barred, the CSA Activity is a non-discretionary project  
2 subject to CEQA, and no exemption applies, the analysis turns to the second and third tiers of the  
3 CEQA procedures, i.e. the initial study and preparation of an EIR, negative declaration, or other  
4 CEQA document that results from the completed initial study. (See CEQA Guidelines, § 15063,  
5 subds. (a)-(b).) The lead agency “shall consider” the document “[b]efore granting any approval  
6 of a project subject to CEQA, every lead agency or responsible agency shall consider a final EIR  
7 or negative declaration or another document authorized by these guidelines to be used in the  
place of an EIR or negative declaration.” (CEQA Guidelines, § 15004, subd. (a).)

8 The County was required to complete an initial study and prepare an EIR, negative  
9 declaration, or other CEQA document because, as explained above, the CSA Activity is a non-  
10 discretionary project subject to CEQA and no exemption applies. Furthermore, since the  
11 approval at issue is the 2016 Plan, the County needed to complete these CEQA procedures and  
12 consider the resulting EIR, negative declaration, or other CEQA document before it granted the  
13 approval in the 2016 Plan. The evidence shows that the County failed to complete an initial study  
14 or any CEQA environmental document before executing the 2016 Plan. Accordingly, the  
15 evidence shows that the County violated CEQA by failing to complete the required  
16 environmental review before executing the approval (2016 Plan).

17 In the opposing brief, the County asserts that after executing the 2016 Plan, it completed  
18 the initial study, determined that a negative declaration was warranted, and “voluntarily”  
19 commenced CEQA environmental analysis in anticipation of renewing the CSA in 2018.<sup>11</sup> The  
20 parties have not submitted evidence to support these factual assertions. Even if the County  
21 completed the initial study and commenced CEQA environmental review after executing the  
22 2016 Plan, the County still violated CEQA by failing to comply before executing the 2016 Plan.  
23 Thus, the County’s argument regarding is untimely commencement of CEQA environmental  
24 review procedures is not well-taken.

25 Therefore, the court finds that the County abused its discretion and violated CEQA by  
26 executing the 2016 Plan without having completed the initial study and prepared and considered  
either an EIR, negative declaration, or other authorized CEQA document.

---

27  
28 <sup>11</sup> For the reasons set forth above, environmental review is *mandatory* under CEQA, not merely voluntary as the  
County asserts. (See, e.g., *Rominger v. County of Colusa* (2014) 229 Cal.App.4th 690, 701-702.)

1                   **E. Conclusion**

2                   The court makes the following findings: The project at issue is the CSA Activity.<sup>12</sup> The  
3 approval at issue is the 2016 Plan. The action is not barred by the 180-day statute of limitations.  
4 The County abused its discretion by determining that the project was not subject to CEQA or  
5 otherwise exempt, and violated CEQA by asserting an improper ministerial exemption in the  
6 2016 NOE. The County was required to comply with CEQA review procedures before it  
7 executed the 2016 Plan. The County abused its discretion and violated CEQA by approving the  
8 2016 Plan before completing any initial study and issuing an EIR, negative declaration, or other  
9 authorized CEQA document.

10                  Accordingly, Petitioners' petition for writ of mandate is GRANTED. Pursuant to Public  
11 Resources Code section 21168.9, the court finds that an order voiding and setting aside the 2016  
12 NOE and the 2016 Plan is warranted. The other remedies requested in Petitioners' FAP are not  
13 warranted at this juncture under Public Resources Code section 21168.9, subdivision (b), or have  
14 been rendered moot by the conclusion of the 2016 Program on June 30, 2017.

15                  **VI. Conclusion & Order**

16                  The County's request for dismissal in the opposing brief is DENIED.

17                  Petitioners' second and fourth causes of action for declaratory relief are DISMISSED.

18                  The County's evidentiary objections are OVERRULED.

19                  Petitioners' petition for writ of mandate is GRANTED. Accordingly, the court mandates  
20 and orders that the County shall: (1) void the NOE; and (2) void the 2016 Plan.

21                  Petitioners are directed to draft a proposed judgment in accordance with this statement of  
22 decision, serve the proposed judgment on the County's counsel to approve as to form, and to  
23 submit the proposed judgment for the court's approval and signature.

24                  Dated: 8/9/17



25                  Hon. Lydia M. Villarreal  
26                  Judge of the Superior Court

27                  <sup>12</sup> This finding is based on the record of this case and limited to the pending petition for writ of mandate and may not  
28 be conclusive in any subsequent litigation/proceeding.

**CERTIFICATE OF MAILING**  
**(Code of Civil Procedure Section 1013a)**

I do hereby certify that I am employed in the County of Monterey. I am over the age of eighteen years and not a party to the within stated cause. I placed true and correct copies of the **INTENDED DECISION** for collection and mailing this date following our ordinary business practices. I am readily familiar with the Court's practices for collection and processing correspondence for mailing. On the same day that correspondence is placed for collection and mailing, it is deposited in the ordinary course of business with the United States Postal Services in Salinas, California, in a sealed envelope with postage fully prepaid. The names and addresses of each person to whom notice was mailed is as follows:

Katherine L. Henderson, Esq.  
Cali Tran, Esq.  
Wilson Sonsini Goodrich & Rosati  
Professional Corporation  
One Market Plaza  
Spear Street Tower, Suite 3300  
San Francisco, CA 94105-1126

Charles J. McKee, County Counsel  
Michael J. Whilden, Deputy County Counsel  
Office of the County Counsel  
County of Monterey  
168 W. Alisal Street, Third Floor  
Salinas, CA 93901-2652

Christopher D. Mays, Esq.  
Mary Procaccio-Flowers, Esq.  
Ralitza S. Dineva, Esq.  
Wilson Sonsini Goodrich & Rosati  
Professional Corporation  
650 Page Mill Road  
Palo Alto, CA 94304-1050

William W. Abbott, Esq.  
Glen C. Hansen, Esq.  
Abbott & Kindermann, Inc.  
2100 21<sup>st</sup> Street  
Sacramento, CA 95818

Dated: AUG 09 2017

Chris Ruhl, Clerk of the Superior Court,

, Deputy Clerk

Sally Lopez

August 2, 2021

520 Main Street  
Room 309  
Quincy, CA 95971

***Re: Canceling county contact with USDA Wildlife Services***

Dear Chair Engel and Plumas County Supervisors,

On behalf of our members and supporters in [Plumas/ Sierra] Counties who support science-based, modern and humane wildlife management, we the undersigned organizations urge you to end your contract with the U.S. Department of Agriculture program Wildlife Services (WS) and replace its ineffective, lethal program with a science-supported nonlethal program.

Wildlife Services claims that its mission is to promote coexistence between humans and wildlife, yet they heavily rely on a lethal arsenal proven to be ineffective at best and to increase conflict at worst. Deploying a program of Integrated Wildlife Damage Management (IWDM), employees use their discretion to employ management techniques on a case-by-case basis. Although the IWDM approach appears reasonable on its face, in practice, Wildlife Services interprets the policy in a manner that allows it to kill millions of native wild animals at the behest of private interests. The efficacy of Wildlife Services' work is haphazard at best, with many acclaimed scientists and researchers calling into question the program's "sledgehammer approach" to wildlife management. There is no credible evidence that indiscriminate killing of wildlife effectively serves any beneficial wildlife management purpose. Lethal control does nothing to address the root cause of conflict because it does not target: (a) the offending animal, (b) site where depredation occurred, or (c) time when depredation occurred.

Wildlife Services has demonstrated an institutionalized belief that native carnivores like coyotes, mountain lions, black bears, bobcats and foxes do not deserve to roam free throughout their native range. Instead, Wildlife Services persecutes our wildlife using ineffective lethal control measures. Yet livestock losses have not decreased over time and, as many scientific studies have shown, actually increase in response to lethal control. Below in Appendix A, we enumerate why killing native carnivores like coyotes and mountain lions is short-sighted and counter-productive. Despite growing concerns regarding the dangerous, indiscriminate nature of lethal methods, WS clings to ineffective and archaic tools to kill 4,180 native wild animals from 2011-2020 in Plumas and Sierra counties alone.

The best available, peer-reviewed science shows that indiscriminately killing wildlife is counterproductive and a threat to healthy ecosystems. Successful examples across California, have confirmed the efficacy of nonlethal practices in carnivore management and livestock husbandry in protecting livestock from attacks from predators, including gray wolves, mountain lions, black bears and coyotes.

Using public taxpayer dollars to kill wildlife managed in the public trust, WS has consistently ignored public input, congressional inquiry and investigative reporting. WS employees have admitted far too many non-target kills, including family dogs. WS' willful negligence caused the poisoning of a child in Idaho and resulted in the loss or "misplacement" of 60 pounds of deadly strichnine-treated bait and over 2,000 lethal sodium cyanide capsules.

Wildlife Services-CA does not respect California's natural legacy. Disregard for public safety and wildlife conservation and a lack of accountability in its local operations must be publicly revealed, then

responsibly considered and addressed by means of a science-based, county-wide Habitat Conservation Study/Plan aimed at protecting people, wildlife and companion animals.

Thank you,



Michelle L. Lute, PhD  
National Carnivore Conservation Manager, Project Coyote

/s Josh Hart  
Spokesperson, Feather River Action

On behalf of:

Collette Adkins  
Carnivore Conservation Director, Senior Attorney, Center for Biological Diversity

Samantha Breugger  
Wildlife Coexistence Campaigner, WildEarth Guardians

Debra Chase  
CEO, Mountain Lion Foundation

Jennifer Hauge  
Legislative Affairs Manager, Animal Legal Defense Fund

Carson Barylak  
Campaigns Manager, International Fund for Animal Welfare

[Additional signatories]

## APPENDIX A

### **Predators play a crucial ecological role in ecosystem health and provide a range of free, natural ecological services in urban and rural settings.**

Predators, such as coyotes, wolves and mountain lions, directly or indirectly help to control disease transmission, keep ungulate and rodent populations in check, consume animal carcasses, increase biodiversity, remove sick animals from the gene pool, and protect natural vegetation and crops from being over browsed. Except in rare instances, wildlife populations do not require management to control growth because their populations are self-regulating. This is driven by social structure and density-dependent factors, such as territoriality, predator-prey dynamics and the carrying capacity of the land to support

those populations.<sup>1</sup> Lethal management of these populations results in shifts in sex- and age-structure, which has been shown to result in increased conflict and population instability.<sup>2,3,4</sup>

Unexploited coyote populations can contribute to ecosystem health through the maintenance of trophic web integrity such as indirectly protecting ground-nesting birds from smaller carnivores and increasing the biological diversity of plant and wildlife communities. State wildlife management agencies across the country recognize the benefits that coyotes provide to ecosystems.

**Indiscriminately killing coyotes does not reduce their populations—in fact, it can have the opposite effect.**

It is nearly impossible to permanently reduce coyote populations. More than 100 years of coyote killing has failed to do that. Since 1850—when mass killings of coyotes began—coyotes’ range has tripled in the United States. Indiscriminate killing of coyotes stimulates increases in their populations by disrupting their social structure, which encourages more breeding and migration. Unexploited coyote populations are self-regulating based on the availability of food and habitat and territorial defense by resident family groups. Typically, only the dominant pair in a pack of coyotes reproduces, and they behaviorally suppress reproduction among subordinate members of the group. When one or both members of the dominant pair are killed, socially bonded packs break up, and subordinate members disperse, find mates and reproduce. More coyotes breed at younger ages, and more pups survive following a temporary increase in available prey. These factors work synergistically to increase coyote populations following exploitation events.

It’s impossible to completely eradicate coyotes from an area. New coyotes will quickly replace coyotes who have been removed. Coyote pairs hold territories, which leaves single coyotes (“floaters”) continually looking for new habitat to occupy.

**There is no credible evidence that indiscriminate killing of predators such as coyotes or mountain lions succeeds in increasing the abundance of game species such as deer or pheasants.**

Rather than focusing on any one species, coyotes are opportunists who eat a diverse diet including small mammals, birds, amphibians, reptiles, fish, insects, fruit, and vegetables. Rabbits and rodents are generally their top choice.

In response to hunters’ concerns that predators diminish populations of small game animals, the Pennsylvania Game Commission (PGC) emphatically stated in 2016 that “[predators] don’t compete with our hunters for game” and “to pretend that predator control can return small game hunting to the state is a false prophecy.” The PGC emphasized that habitat protection is the most important factor in determining small game abundance. The North Carolina Wildlife Resources Commission (NCWRC) similarly found that “most coyote diet studies document low to no prevalence of wild turkey or other game birds in diets,” and that coyotes can benefit duck, quail, and waterfowl populations by controlling the presence of smaller predators like raccoons and foxes that prey on game birds and their nests.

---

<sup>1</sup> Wallach, A.D., I. Izhaki, J.D. Toms, W.J. Ripple and U. Shanas. 2015. **What is an apex predator?** Oikos 124(11):1453-1461.

<sup>2</sup> Cooley, H.S., R.B. Wielgus, G.M. Koehler, H.S. Robinson and B.T. Maletzke. 2009. **Does hunting regulation cougar populations? A test of the compensatory mortality hypothesis.** Ecology 90(10):2913-2921.

<sup>3</sup> Teichman, K.J., B. Cristescu and C.T. Darimont. 2016. **Hunting as a management tool? Cougar-human conflict is positively related to trophy hunting.** BMC Ecology 16:44.

<sup>4</sup> Peebles, K.A., R.B. Wielgus, B.T. Maletzke and M.E. Swanson. 2013 **Effects of Remedial Sport Thungint on Cougar Complaints and Livestock Depredations.** PLoS One 8(11):e79713.

Killing coyotes also does not protect larger game animals such as deer. Deer populations are reliant upon a host of other factors including habitat, shelter, nutrition, and reproductive opportunity. Comprehensive studies, including those conducted in Colorado and Idaho, show that killing native carnivores fails to grow deer herds. The NCWRC has stated, “while predation on adult deer has been documented, it is uncommon, and hunter harvest remains as the primary source of adult mortality in hunted populations” and “the most effective method to increase or stabilize deer numbers at statewide and regional scales is through regulatory changes in season lengths, bag limits, and timing of harvest.”

A recent study assessed the efficacy of hunting of mountain lions as a management tool, using California, where mountain lion hunting has been outlawed since 1972, as a control. They found **no evidence** that mountain lion hunting helps increase deer populations. However, this does result in an overall younger age-structure, which can lead to increased intraspecific conflict, as well as increased human-wildlife conflict.<sup>5</sup>

### **Claims that coyotes and mountain lions attack humans and pets and threaten livestock are greatly exaggerated.**

A recent study of coyote attacks on humans over a 38-year period (1977-2015) found only 367 documented attacks by non-rabid coyotes in Canada and the U.S., two of which resulted in death. Furthermore, there have only been 124 documented mountain lion attacks, 20 of which were fatal, in all of North America in the past 100 years. In comparison, there are more than 4.5 million dog bites annually in the U.S., approximately 800,000 of which require medical attention. While there is little data regarding how many pets are killed by coyotes annually, simple measures can be taken to greatly increase pet safety.

Most coyotes and mountain lions do not prey on livestock. According to U.S. Department of Agriculture (“USDA”) data, livestock losses to carnivores are minuscule. In 2015, less than 0.39 percent of the U.S. cattle and sheep inventories (including calves and lambs) were lost to all carnivores combined—including coyotes, wolves, mountain lions, bears, vultures, dogs, and unknown carnivores. The predominant sources of mortality to livestock, by far, are non-predator causes including disease, illness, birthing problems, and weather.

### **Lethal control methods will not prevent conflicts with humans, pets or livestock—and may increase them.**

Lethal control of carnivores has been shown to be ineffective in preventing conflict with humans and may exacerbate the problem by inducing increases in livestock losses after removal of mountain lions, bears, or coyotes.<sup>6,7,8</sup>

Disrupting the coyote family structure may increase coyote attacks and the same goes for mountain lions. Exploited coyote and mountain lion populations tend to have younger, less experienced individuals that haven’t been taught appropriate hunting behaviors. These individuals are more likely to prey on easy

---

<sup>5</sup> Laundré, J.W. and C. Papouchis. 2020. **The elephant in the room: What can we learn from California regarding the use of sport hunting pumas (*Puma concolor*) as a management tool?** PLoS ONE 15(2):e0224638.

<sup>6</sup> Cooley, H.S., R.B. Wielgus, G.M. Koehler, H.S. Robinson and B.T. Maletzke. 2009. **Does hunting regulation cougar populations? A test of the compensatory mortality hypothesis.** Ecology 90(10):2913-2921.

<sup>7</sup> Teichman, K.J., B. Cristescu and C.T. Darimont. 2016. **Hunting as a management tool? Cougar-human conflict is positively related to trophy hunting.** BMC Ecology 16:44.

<sup>8</sup> Peebles, K.A., R.B. Wielgus, B.T. Maletzke and M.E. Swanson. 2013 **Effects of Remedial Sport Thungint on Cougar Complaints and Livestock Depredations.** PLoS One 8(11):e79713.

targets like unprotected livestock or pets. Additionally, exploited coyote packs are more likely to have increased numbers of yearlings reproducing and higher pup survival. Feeding pups is a significant motivation for coyotes to switch from killing small and medium-sized prey to killing sheep.

Open hunts and killing contests do not target specific, problem-causing coyotes. Most killing contests target coyotes in woodlands and grasslands where conflicts with humans, livestock, and pets are minimal—not coyotes who have become habituated by human-provided attractants such as unsecured garbage, pet food, or livestock carcasses.

**Prevention—not lethal control—is the best method for minimizing conflicts with predators such as coyotes and mountain lions in urban and rural settings.**

Eliminating access to easy food sources, such as bird seed and garbage, supervising pets while outside, and keeping cats indoors reduces conflicts with pets and humans. Practicing good animal husbandry and using strategic, nonlethal predator control methods to protect livestock (such as electric fences, guard animals, night-penning and removing dead livestock) are more effective than lethal control at preventing conflicts with coyotes, wolves and mountain lions. For more information, see Project [Coyote's Coyote Friendly Communities™ program](#) and [Ranching with Wildlife program](#) on our website [ProjectCoyote.org](#). For information on conflict prevention and coexisting with mountain lions, visit Mountain Lion Foundation's Stay Safe section of their [website](#) and view their collaborative brochure with the California Department of Fish and Wildlife – [Preventing Conflicts with Mountain Lions in California](#).

# The Marin County Livestock & Wildlife Protection Program: A Non-Lethal Model for Coexistence

***"There is still a very deeply entrenched vilification of predators and a view that they are either vermin to be exterminated or trophies to be hung on a wall... We need a new paradigm in the way we coexist with native carnivores,"***

~Camilla H. Fox  
(Fimrite, 2012)

In the picturesque community of Marin County California just North of San Francisco-public controversy over the use of poisons, snares, "denning" (the killing of coyote and fox pups in their dens), and other lethal methods led to a majority decision by the Marin County Board of Supervisors to stop contracting with the U.S. Department of Agriculture's Wildlife Services predator control program in 2000. Instead, the Board approved an alternative non-lethal community-based program to assist ranchers with livestock-predator conflicts known as the Marin County Livestock and Wildlife Protection Program (hereafter MCLWPP), a collaborative effort involving multiple stakeholders from local wildlife protection organizations to ranchers, scientists, and county government officials (Fox 2008).

The MCLWPP initiated cost-sharing to help ranchers install or upgrade fencing and other livestock-protection infrastructure, install predator-deterrents and detectors, and purchase and sustain guard dogs and llamas, coupled with indemnification for any ensuing verified livestock losses to predators. Improved animal husbandry practices combined with these economic and technological incentives led to its early success (Agocs 2007, Fox 2008).

Participants do not give up their rights to kill predators consistent with state and federal laws. Rather than contract with the USDA Wildlife Services (WS) to kill coyotes and other wildlife, the county assigns personnel and allocates money to help ranchers prevent depredations solely through non-lethal means.

To qualify for the MCLWPP, ranchers must have 25 or more head of livestock and must utilize at least two non-lethal predation deterrent methods verified through inspection by the office of the Marin County Agricultural Commissioner, thereby becoming eligible for cost-share indemnification for any ensuing losses to predation.

Five years after implementation of the MCLWPP, a research assessment was conducted (Fox 2008) that compared the former Wildlife Services program to the MCLWPP, with regard to rancher satisfaction and preferences, lethality to predators, livestock losses, use of non-lethal predator deterrent techniques, and costs.



Camilla Fox, Executive Director of Project Coyote, and Bill Jensen of the Jensen Sheep Ranch in Marin County, California discuss fencing options under the Marin County Livestock & Wildlife Protection Program.

1 According to Marin County Agricultural Commissioner Stacy Carlsen, all commercial ranchers were participating in the MCLWPP as of May 2013.

Agocs, C. 2007. Making Peace with Coyote. *Bay Nature* (January 1, 2007). Berkeley, CA. Available from: <http://baynature.org/articles/making-peace-with-coyote/> (accessed May 5, 2013)

Fimrite, P. 2012. Ranchers shift from traps to dogs to fight coyotes. *San Francisco Chronicle* (P. 1, April 27, 2012). San Francisco, CA. Available from: <http://www.sfgate.com/science/article/Ranchers-shift-from-traps-to-dogs-to-fight-coyotes-3514405.php> (accessed May 5, 2013)

Fox, C. H. 2008. Analysis of the Marin County strategic plan for protection of livestock and wildlife, an alternative to traditional predator control. M.A. thesis, Prescott College, AZ. 120 pp. Larkspur, CA.

**“This innovative model sets a precedent for meeting a wider compass of community needs and values where both agriculture and protection of wildlife are deemed important by the community. The success of our county model has set the trend for the rest of the nation.” Stacy Carlsen**

The study, conducted through a variety of quantitative and qualitative methods, including a comprehensive survey of ranchers who participated in the MCLWPP, documented the non-lethal cost-share program (1) had support from a majority of participating ranchers, (2) was preferred over the USDA Wildlife Service’s traditional predator management program by a majority of participating ranchers, (3) helped to reduce livestock losses, (4) resulted in an increase in the use of non-lethal predation deterrent methods by a majority of participating ranchers, (5) likely reduced the total number of predators killed to protect livestock, (6) reduced the spectrum of species of predators killed to protect livestock, and (7) fewer species of predators were killed.

In 2012, the *San Francisco Chronicle* (Fimrite 2012) reported that 26 Marin County ranchers participated in the County program employs 37 guard dogs, 31 llamas and over 30 miles of fencing, to protect 7,630 sheep that were pastured on 14,176 acres. Coyote depredation on sheep in the county, though it fluctuated, declined steadily from 236 in fiscal year 2002-03 to 90 in fiscal year 2010-11-a 62% reduction - with fourteen ranchers recording no predation losses and only three ranchers losing over ten sheep during the following year.

According to Marin Agricultural Commissioner, Stacy Carlsen, who oversees implementation of the non-lethal cost-



© Camilla H Fox/ProjectCoyote.org

A llama obtained through the Marin County Livestock & Wildlife Protection Program guards sheep.

share program, “losses fell from 5.0 to 2.2 percent while program costs fell by over \$50,000. For the first couple of years we couldn’t tell if the loss reductions were a trend or a blip. Now, we can say there’s a definite pattern and livestock losses have decreased significantly.” Carlsen also noted “This innovative model sets a precedent for meeting a wider compass of community needs and values where both agriculture and protection of wildlife are deemed important by the community. The success of our county model has set the trend for the rest of the nation.” Moreover, on a holistic landscape level, the MCLWPP approach provides direct and immediate solutions to connect critical habitats for sustained carnivore populations.

The heart of Marin County’s results-driven program lies in its eschewing of



© Camilla H Fox/ProjectCoyote.org

A Great Pyrenees, one of the most dedicated livestock guard dogs in the world, protects sheep on a Marin County ranch. Ranchers also use Akbash, Maremma, Anatolian Shepherds and Komondors, all large breeds that instinctively bond with and protect sheep.

a governmental role in assisting in the destruction of wildlife, which makes the assistance in preventing depredations all the more attractive and ultimately successful. The Marin County Livestock and Wildlife Protection Program provides a cost-effective and ecologically beneficial model to address carnivore-livestock conflicts by integrating modern science, ethics, and economics. Such innovative prototyping that incorporates adaptive management strategies provides a template to guide the development of other non-lethal programs across differing landscapes to address the age-old predicament of raising livestock in an environment that includes predators (Fox 2008).

1 According to Marin County Agricultural Commissioner Stacy Carlsen, all commercial ranchers were participating in the MCLWPP as of May 2013.

Agocs, C. 2007. Making Peace with Coyote. *Bay Nature* (January 1, 2007). Berkeley, CA. Available from: <http://baynature.org/articles/making-peace-with-coyote/> (accessed May 5, 2013)

Fimrite, P. 2012. Ranchers shift from traps to dogs to fight coyotes. *San Francisco Chronicle* (P. 1, April 27, 2012). San Francisco, CA. Available from: <http://www.sfgate.com/science/article/Ranchers-shift-from-traps-to-dogs-to-fight-coyotes-3514405.php> (accessed May 5, 2013)

Fox, C. H. 2008. Analysis of the Marin County strategic plan for protection of livestock and wildlife, an alternative to traditional predator control. M.A. thesis, Prescott College, AZ. 120 pp. Larkspur, CA.



4

## PLUMAS COUNTY FLOOD CONTROL & CONSERVATION DISTRICT

1834 East Main Street, Quincy, CA 95971

Telephone: (530) 283-6268

### AGENDA REQUEST

For the August 10, 2021 meeting of the Board of Supervisors

August 2, 2021

To: Honorable Board of Directors

From: John Mannle, Manager, Flood Control District

Subject: Approval of Additional Resolution and Agreement for Additional Water Supply

A handwritten signature in cursive script that reads "John Mannle".

### BACKGROUND

Due to the critically dry year, Department of Water Resources (DWR) has reduced the State Water Project Table A Water to 5%. This means that Plumas Flood Control District will only receive 5% of the 2,700 acre-foot yearly allocation, unless a supplemental agreement is executed with DWR.

The included resolution and the proposed agreement have been reviewed and approved as to form by County Counsel.

The agreement increases the 2021 table allocation from 135 to 480 acre-feet of water. The proposed water amount is sufficient to meet the needs of the two water customers that receive State Water Project water.

This agreement for additional water will not affect the amount paid to DWR and will not affect the amount charged to the three water customers.

### RECOMMENDATIONS

The Flood Control Manager recommends that the Flood Control Board of Directors vote to pass the resolution authorizing the Chair of the Board of Directors to execute the agreement for additional water allocation for 2021.

Attachments: Resolution for Additional Water Agreement  
DWR Water Agreement SWPAO #21009

RESOLUTION NO. 21- \_\_\_\_\_

**RESOLUTION BY THE BOARD OF DIRECTORS OF THE PLUMAS COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT APPROVING AGREEMENT BETWEEN THE STATE OF CALIFORNIA DEPARTMENT OF WATER RESOURCES AND PLUMAS COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT FOR TABLE A WATER SUPPLY.**

**WHEREAS**, the State of California acting by and through its Department of Water Resources (hereinafter referred to as “State”) and the Plumas County Flood Control and Water Conservation District (hereinafter “District”) have entered into and subsequently amended a Water Supply Contract providing that State will supply certain quantities of water to District, and providing District shall make certain payments to State, and setting forth the terms and conditions of such supply and such payments.

**WHEREAS**, as a result of settlement negotiations arising out of *Planning and Conservation League v. Department of Water Resources* (2000) 83 Cal. App 4th 892, the State, District, and other agencies, entered into the May 5, 2003 Settlement Agreement by and among Planning and Conservation League, District, Citizens Planning Association of Santa Barbara County, Inc. and the State, Central Coast Water Authority, Kern Water Bank Authority and State Water Project (SWP) Contractors (“Settlement Agreement”). The Settlement Agreement contains provisions for State and District to amend the water supply and allocation provisions in District’s Water Supply Contract based on the availability of water supply from Lake Davis.

**WHEREAS**, California is experiencing a critically dry year due to unprecedeted drought conditions affecting water supply.

**WHEREAS**, for 2021, the State has allocated five percent SWP Table A water to the SWP Contractors based on current hydrologic conditions due to the drought. District’s five percent Table A water allocation is 135 acre feet based on its 2021 maximum annual Table A amount.

**WHEREAS**, District requires additional Table A water supply to meet its needs in 2021 and 2022 and desires the State to provide additional Table A water.

**WHEREAS**, pursuant to the Governor’s Proclamation of a State of Emergency (Drought Proclamation) of May 10, 2021, the State’s responsibilities under the CEQA have been temporarily suspended for providing water to areas of need.

**WHEREAS**, District is located wholly within the County of Plumas, State of California.

**WHEREAS**, the City of Portola is dependent upon the District for drinking water supply because its water supply from surface sources has been affected by the above-described curtailment notices, and its ground water supply is limited by the presence of arsenic in excess of standards for continuous use.

**WHEREAS**, the Grizzly Lake Golf Course is dependent upon the District for water supply through its intake and pump structure on Grizzly Creek.

**WHEREAS**, representatives of the State and the District have conferred and jointly prepared a draft “Agreement between the State of California Department of Water Resources and Plumas County Flood Control and Water Conservation District for Table A Water Supply,” (the “proposed Agreement”) a true copy of which is attached hereto, providing that Table A water deliveries by State to District will include additional water supply totaling 480 acre-feet during State Water Project (“SWP”) shortages in 2021 so long as the State determines that sufficient water is available from Lake Davis.

**NOW, THEREFORE, BE IT RESOLVED** that the Board of Directors of the Plumas County Flood Control and Water Conservation District makes the following findings and determinations:

1. The foregoing recitals are true and correct and are hereby incorporated as substantive findings of this Resolution.
2. The Planning Director is authorized and directed to file a Notice of Exemption to comply with the District’s California Environmental Quality Act (CEQA) obligations for this proposed Agreement.
3. The Chair of the District’s Board of Directors is authorized to sign the proposed Agreement on behalf of the District.
4. The District’s Manager is authorized and directed to do all acts necessary to carry out the purpose and intent of the proposed Agreement.

The forgoing Resolution was duly passed and adopted by the Board of Directors of the Plumas County Flood Control and Water Conservation District at a meeting held on the 10<sup>th</sup> day of August 2021, by the following roll call vote:

**AYES:** Directors:

**NOES:** Directors:

**ABSENT:** Directors:

ATTEST:

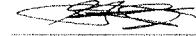
---

Jeff Engel, Chair  
Board of Directors

---

Heidi Putnam, Clerk of the Board

Approved as to form:



Gretchen Stuhr  
Plumas County Counsel

7/29/2021

State of California  
The Resources Agency  
DEPARTMENT OF WATER RESOURCES

---

AGREEMENT BETWEEN  
THE DEPARTMENT OF WATER RESOURCES OF  
THE STATE OF CALIFORNIA  
AND  
PLUMAS COUNTY FLOOD CONTROL AND  
WATER CONSERVATION DISTRICT  
FOR ADDITIONAL TABLE A WATER SUPPLY

---

SWPAO #21009

THIS AGREEMENT is made this 10<sup>th</sup> day of August, 2021, pursuant to the provisions of the California Water Resources Development Bond Act and other applicable laws of the State of California. The Agreement is among the Department of Water Resources of the State of California, herein referred to as "DWR," and the Plumas County Flood Control and Water Conservation District, herein referred to as "Plumas." DWR and Plumas may be referred to herein individually as "Party," or collectively as "Parties."

## RECITALS

- A. DWR and Plumas have entered into and subsequently amended a Water Supply Contract providing that DWR shall supply certain quantities of water to Plumas, and providing Plumas shall make certain payments to DWR, and setting forth the terms and conditions of such supply and such payments.
- B. California is experiencing a critically dry year due to extreme drought conditions affecting water supply.
- C. For 2021, DWR has allocated five percent State Water Project (SWP) Table A water to the SWP Contractors based on current hydrologic conditions due to the drought. Plumas' five percent Table A water allocation is 135 acre feet based on Plumas' 2021 maximum Table A amount.
- D. Plumas is requesting 480 acre-feet of Table A water supply to meet its needs in 2021.
- E. As a result of settlement negotiations arising out of *Planning and Conservation League v. Department of Water Resources* (2000) 83 Cal. App 4<sup>th</sup> 892, DWR, Plumas and other agencies, entered into the May 5, 2003 Settlement Agreement by and among Planning and Conservation League, Agency, Citizens Planning Association of Santa Barbara County, Inc. and DWR, Central Coast Water Authority, Kern Water Bank Authority and SWP Contractors (Monterey Settlement Agreement). The Monterey Settlement Agreement contains provisions for DWR and Plumas to amend the water supply and allocation provisions in Plumas' Water Supply Contract based on the availability of water supply from Lake Davis, and DWR and Plumas are currently in discussions to negotiate such amendment.
- F. Plumas, as the lead agency, has determined that the delivery of water to Plumas' service area under this Agreement is categorically exempt from the California Environmental Quality Act (CEQA) and will file a Notice of Exemption (NOE) with the State Clearinghouse after execution of this agreement.
- G. Pursuant to the Governor's May 10, 2021 Proclamation of a State of Emergency (Drought Proclamation), DWR's responsibilities under CEQA have been temporarily suspended for providing water to areas of need.

## TERMS AND CONDITIONS

1. Notwithstanding Article 18(a) of Plumas' Water Supply Contract, DWR agrees to increase Plumas' 2021 Table A amount to 480 acre-feet, as long as DWR determines that sufficient water is available from Lake Davis. This Agreement shall apply to Plumas' requested 2021 Table A amount of 480 acre-feet only and shall not affect any claim that Plumas may have to area of origin priorities.
2. This Agreement shall become effective upon execution by all Parties and shall terminate on December 31, 2021. However, the liability, hold harmless and indemnification obligations in this Agreement shall remain in effect until the expiration of the applicable statute of limitations, or until any claim or litigation concerning this Agreement asserted to DWR or Plumas within the applicable statute of limitations is finally resolved, whichever occurs later.
3. Consistent with the procedures for submitting water delivery schedules under Article 12 of Plumas' Water Supply Contract, Plumas shall submit a revised water delivery schedule request for 2021, which the State shall review based on water availability from Lake Davis.
4. DWR and Plumas will continue negotiating in good faith terms for an amendment to the Agency's Water Supply Contract that implements Section IV.C. of the Monterey Settlement Agreement (Plumas Amendment).
5. This Agreement does not contain or affect the Monterey Amendment.
6. DWR's approval for the delivery of Table A Water to Plumas under this Agreement is unique and shall not be considered a precedent for future agreements or DWR activities.
7. All communications or notices in connection with this Agreement shall be sent by electronic mail to the following:
  - a. DWR Contact  
John Leahigh, Water Operations Executive Manager  
Operations and Maintenance  
John.Leahigh@water.ca.gov
  - b. Plumas Contact  
Rob Thorman, Associate Engineer  
RobThorman@countyofplumas.com

8. Plumas agrees to defend and hold DWR, its officers, employees, and agents harmless from any direct or indirect loss, liability, lawsuits, cause of action, judgment or claim, and shall indemnify DWR, its officers, employees, and agents from all lawsuits, costs, damages, judgments, attorneys' fees, and liabilities that DWR, its officers, employees and agents incur as a result of DWR approving or implementing this Agreement, except to the extent resulting from the sole negligence or willful misconduct of DWR, its officers, employees, and agents.

### **SIGNATURE CLAUSE**

9. The signatories represent that they have been appropriately authorized to enter into this Agreement on behalf of the Party for whom they sign. A copy of any resolution or other documentation authorizing Plumas to enter into this Agreement, if such resolution or authorization is required, shall be provided to DWR before the execution of this Agreement.

### **EXECUTION**

10. The Parties agree that this Agreement will be executed using DocuSign by electronic signature, which shall be considered an original signature for all purposes and shall have the same force and effect as an original signature. The agreement shall take effect as soon as all Parties have signed.
11. All Parties will receive an executed copy of this Agreement via DocuSign after all Parties have signed.

IN WITNESS WHEREOF, the Parties hereto have entered into this Agreement.

Approved as to Legal Form  
and Sufficiency

State of California  
Department of Water Resources

---

Chief Counsel  
Department of Water Resources

---

Ted Craddock  
Deputy Director

---

Date

---

Date

PLUMAS COUNTY FLOOD CONTROL  
AND WATER CONSERVATION  
DISTRICT

---

Name

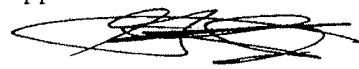
---

Title

---

Date

Approved as to form:



7/29/2021  
Gretchen Stuhr  
Plumas County Counsel

**Certificate Of Completion**

Envelope Id: 15E5846E791248DBBD5FDBAAB2A7BC89  
Subject: Please DocuSign: 02\_21009.Plumas.AdditionalTableA.FINAL.docx  
Source Envelope:  
Document Pages: 5 Signatures: 0  
Certificate Pages: 5 Initials: 0  
AutoNav: Enabled  
EnvelopeId Stamping: Enabled  
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Status: Sent

Envelope Originator:  
DWR SWPAO Executive Secretary  
1416 9th Street  
Sacramento, CA 95814  
SWPAOExecSecr@water.ca.gov  
IP Address: 136.200.53.23

**Record Tracking**

Status: Original  
6/25/2021 12:25:31 PM  
Holder: DWR SWPAO Executive Secretary  
SWPAOExecSecr@water.ca.gov  
Security Appliance Status: Connected  
Pool: StateLocal  
Storage Appliance Status: Connected  
Pool: Department of Water Resources

Location: DocuSign

**Signer Events**

Rob Thorman  
RobThorman@countyofplumas.com  
Security Level: Email, Account Authentication  
(None)  
**Electronic Record and Signature Disclosure:**  
Accepted: 6/28/2021 8:22:37 AM  
ID: 2d371150-e7bb-4982-9c97-2945496993e1

Location: DocuSign

**Signature****Timestamp**

Sent: 6/25/2021 1:50:14 PM  
Viewed: 6/28/2021 8:22:37 AM

Katerina Deaver

katerina.deaver@water.ca.gov

Security Level: Email, Account Authentication  
(None)

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Laura Boosalis

laura.boosalis@water.ca.gov

Security Level: Email, Account Authentication  
(None)

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Thomas Gibson

thomas.gibson@water.ca.gov

Security Level: Email, Account Authentication  
(None)

**Electronic Record and Signature Disclosure:**  
Accepted: 6/23/2021 1:36:16 PM  
ID: 9a60a434-13ad-4bfd-a9cd-36edd8cc0c2b

Olivia Virgadamo

olivia.virgadamo@water.ca.gov

Security Level: Email, Account Authentication  
(None)

**Electronic Record and Signature Disclosure:**  
Not Offered via DocuSign

Ted Craddock

Ted.Craddock@water.ca.gov

Security Level: Email, Account Authentication  
(None)

**Electronic Record and Signature Disclosure:**

<b>Signer Events</b>	<b>Signature</b>	<b>Timestamp</b>
Not Offered via DocuSign		
DWR SWPAO Executive Secretary swpaoexecsecr@water.ca.gov Security Level: Email, Account Authentication (None)		
<b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign		
<b>In Person Signer Events</b>	<b>Signature</b>	<b>Timestamp</b>
<b>Editor Delivery Events</b>	<b>Status</b>	<b>Timestamp</b>
<b>Agent Delivery Events</b>	<b>Status</b>	<b>Timestamp</b>
<b>Intermediary Delivery Events</b>	<b>Status</b>	<b>Timestamp</b>
<b>Certified Delivery Events</b>	<b>Status</b>	<b>Timestamp</b>
<b>Carbon Copy Events</b>	<b>Status</b>	<b>Timestamp</b>
James Edwards James.Edwards@water.ca.gov Security Level: Email, Account Authentication (None)		
<b>Electronic Record and Signature Disclosure:</b> Not Offered via DocuSign		
<b>Witness Events</b>	<b>Signature</b>	<b>Timestamp</b>
<b>Notary Events</b>	<b>Signature</b>	<b>Timestamp</b>
<b>Envelope Summary Events</b>	<b>Status</b>	<b>Timestamps</b>
Envelope Sent	Hashed/Encrypted	6/25/2021 1:50:14 PM
<b>Payment Events</b>	<b>Status</b>	<b>Timestamps</b>
<b>Electronic Record and Signature Disclosure</b>		

## **ELECTRONIC RECORD AND SIGNATURE DISCLOSURE**

From time to time, Department of Water Resources (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through your DocuSign, Inc. (DocuSign) Express user account. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to these terms and conditions, please confirm your agreement by clicking the 'I agree' button at the bottom of this document.

### **Getting paper copies**

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. For such copies, as long as you are an authorized user of the DocuSign system you will have the ability to download and print any documents we send to you through your DocuSign user account for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

### **Withdrawing your consent**

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

### **Consequences of changing your mind**

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. To indicate to us that you are changing your mind, you must withdraw your consent using the DocuSign 'Withdraw Consent' form on the signing page of your DocuSign account. This will indicate to us that you have withdrawn your consent to receive required notices and disclosures electronically from us and you will no longer be able to use your DocuSign Express user account to receive required notices and consents electronically from us or to sign electronically documents from us.

### **All notices and disclosures will be sent to you electronically**

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through your DocuSign user account all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

### **How to contact Department of Water Resources:**

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by phone call: (916) 653-5791

To contact us by paper mail, please send correspondence to:

Department of Water Resources

P.O. Box 942836

Sacramento, CA 95236-0001

### **To advise Department of Water Resources of your new e-mail address**

To let us know of a change in your e-mail address where we should send notices and disclosures electronically to you, you must send an email message to us at [don.davis@water.ca.gov](mailto:don.davis@water.ca.gov) and in the body of such request you must state: your previous e-mail address, your new e-mail address. We do not require any other information from you to change your email address..

In addition, you must notify DocuSign, Inc to arrange for your new email address to be reflected in your DocuSign account by following the process for changing e-mail in DocuSign.

### **To request paper copies from Department of Water Resources**

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an e-mail to [don.davis@water.ca.gov](mailto:don.davis@water.ca.gov) and in the body of such request you must state your e-mail address, full name, US Postal address, and telephone number. We will bill you for any fees at that time, if any.

### **To withdraw your consent with Department of Water Resources**

To inform us that you no longer want to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your DocuSign account, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an e-mail to and in the body of such request you must state your e-mail, full name, IS Postal Address, telephone number, and account number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

### **Required hardware and software**

Operating Systems:	Windows2000? or WindowsXP?
--------------------	----------------------------

Browsers (for SENDERs):	Internet Explorer 6.0? or above
-------------------------	---------------------------------

Browsers (for SIGNERS):	Internet Explorer 6.0?, Mozilla FireFox 1.0, NetScape 7.2 (or above)
-------------------------	--

Email:	Access to a valid email account
--------	---------------------------------

Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	<ul style="list-style-type: none"> <li>• Allow per session cookies</li> <li>• Users accessing the internet behind a Proxy Server must enable HTTP 1.1 settings via proxy connection</li> </ul>

\*\* These minimum requirements are subject to change. If these requirements change, we will provide you with an email message at the email address we have on file for you at that time providing you with the revised hardware and software requirements, at which time you will have the right to withdraw your consent.

**Acknowledging your access and consent to receive materials electronically**

To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

By checking the 'I Agree' box, I confirm that:

- I can access and read this Electronic CONSENT TO ELECTRONIC RECEIPT OF ELECTRONIC RECORD AND SIGNATURE DISCLOSURES document; and
- I can print on paper the disclosure or save or send the disclosure to a place where I can print it, for future reference and access; and
- Until or unless I notify Department of Water Resources as described above, I consent to receive from exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to me by Department of Water Resources during the course of my relationship with you.



## PLUMAS COUNTY BEHAVIORAL HEALTH SERVICES

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

Tony Hobson, Ph.D, Director

DATE: August 10, 2021

TO: Honorable Board of Supervisors

FROM: Tony Hobson, Behavioral Health Director

SUBJECT: Request for approval to recruit and fill fully funded 1.0 FTE Behavioral Health Office Supervisor.

*Shelly favors*

### Recommendation

Approve the filling of allocated position of 1.0 FTE Office Supervisor within Department 70570, which was already allocated and funded in the 2021-2022 budget year.

### Background and Discussion

The Behavioral Health Department is requesting approval to refill the allocated and funded, 1.0 FTE Office Supervisor position which was created due to a promotion. The position will be filled without the use of any additional General Fund monies. It would respectfully be recommended that the Board of Supervisors approve the position outlined in this letter.

## QUESTIONS FOR STAFFING CRITICAL POSITIONS WHICH ARE CURRENTLY ALLOCATED.

- Is there a legitimate business, statutory or financial justification to fill the position? Yes, the Office Supervisor position is a legitimate business need due to the assistance in claiming revenue and grant management within the Behavioral Health Department.
- Why is it critical that this position be filled at this time? The main function of this position is covering a wide range of required office duties, such as assisting the Director, ASO and Department Fiscal Officer in financial matters and grant requirements.
- How long has the position been vacant? The former Office Supervisor vacated the position on July 19, 2021.
- Can the department use other wages until the next budget cycle? Other wages could be used; however, a permanent employee in this position is crucial to the department's ability to provide consistent assistance to the Director, ASO and Department Fiscal Officer.
- What are staffing levels at other counties for similar departments and/or positions? Behavioral Health departments of similar size use a comparable number of Office Supervisors, Administrative Assistants, Fiscal Technicians, and Legal Secretaries.
- What core function will be impacted without filling the position prior to July 1? Timely flow and completion of claims and related accounting documents and time sensitive grant requirements would be negatively impacted without the Office Supervisor's assistance.
- What negative fiscal impact will the County suffer if the position is not filled prior to July 1? There is potential for the Behavioral Health Department to suffer the loss of revenue funds without the assistance of the Office Supervisor who tracks revenue along with billing responsibilities and expenditure reconciliation.
- 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? There is no fiscal impact on the general fund.
- Does the department have a reserve? If yes, provide the activity of the department's reserve account for the last three years? Yes, Behavioral Health does have a reserve and the balance fluctuates depending on the number of factors including whether the State receives the base amount of collection for each budget year.

**OFFICE SUPERVISOR**

**DEFINITION**

Under limited supervision, the Office Supervisor plans, organizes, supervises, and participates in the work of an office support unit; establishes and maintains administrative records; may oversee the initial application screening function in the assigned departments' automated system; and performs related work as required.

**DISTINGUISHING CHARACTERISTICS**

This is a full supervisory classification for the planning, organization, and supervision of the office and administrative support functions in one of the larger County departments.

**REPORTS TO**

Depending upon the Department or program area of assignment, the Office Supervisor reports to the designated supervisor or manager for the position

**CLASSIFICATIONS DIRECTLY SUPERVISED**

Office Assistant I, II, & III; Fiscal and Technical Assistant I, II, & III; and other specialized office support classifications.

## **OFFICE SUPERVISOR - 2**

### **EXAMPLES OF DUTIES**

- Plans, assigns, supervises, and reviews the work of support staff to ensure quality, completion, and compliance with department standards.
- Selects, trains, evaluates, and disciplines subordinate staff.
- Identifies training needs, conducts training, and provides leadership and coaching for staff.
- Independently establishes a course of action to accomplish work objectives and adapts to meet changing priorities.
- In cooperation with management, develops or revises policies, procedures, and templates to improve efficiency, effectiveness, and compliance.
- Arranges for additional staffing to meet established objectives.
- Answers inquiries and resolves complaints from customers, service providers, department personnel, and the public.
- Functions as an authoritative resource of information on regulations, rules, department policies, and guidelines.
- Establishes and updates administrative records and summaries for department such as budgetary, revenue and expenditures, personnel and payroll records, inventory control, workflow and production output, work load, and regulatory and procedural manuals.
- Operates and oversees the use of automated systems, works with IT staff to implement modifications, and utilizes various software applications.
- Researches, compiles, and analyzes data for a variety of projects.
- Promotes cooperative professional working relations among staff, resolves conflicts, and monitors work environment.
- Provides employees with guidance and prepares performance evaluations.
- Performs special assignments and projects as delegated.
- Performs related duties as assigned.

### **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 environment; contact with staff and the public.

## **OFFICE SUPERVISOR - 3**

### **DESIRABLE QUALIFICATIONS**

#### **Knowledge of:**

- Principles, methods, and procedures of office and business administration.
- Policies and procedures of the Department and unit where assigned.
- Thorough knowledge of specialized areas of office and administrative functions of the Department to which assigned.
- Methods and procedures of purchasing and inventory maintenance.
- Data processing equipment and software used by the department where assigned.
- Modern office practices, methods, and procedures.
- Filing and information retrieval systems.
- Fiscal, account, and budget recordkeeping.
- Operation and use of office equipment.
- Proper English usage, spelling, grammar, and punctuation.
- Mathematics.
- Principles of supervision and training.
- General office functions, procedures, equipment, and filing systems.
- English grammar, vocabulary, spelling, and punctuation.
- Principles of training development, implementation, and evaluation.
- Computers and automated data systems.
- Word processing, spreadsheet, database, email, calendaring programs, and automated systems.

#### **Ability to:**

- Plan, organize, and supervise the office and administrative support functions in an assigned department.
- Coordinate and develop a department's data processing system.
- Be responsible for purchasing and inventory maintenance.
- Assist with budget development and expenditure control.
- Perform a variety of complex office and administrative support assignments with minimal guidance and supervision.
- Interpret, apply, and explain the policies and procedures of the department where assigned.
- Perform fiscal, account, and budget recordkeeping.
- Operate a computer, using word-processing and other software as appropriate.
- Operate and use office equipment.
- Deal tactfully and courteously with other County staff, the public, and other government agencies, providing information and responding to concerns about the Department and/or program where assigned.
- Establish and maintain cooperative working relationships.
- Explain and apply policies, procedures, and regulations governing program operations.

## **OFFICE SUPERVISOR - 4**

**Ability to – Continued:**

- Exercise good judgment when organizing, directing, prioritizing, and supervising unit activities.
- Train, supervise, evaluate, and discipline subordinate staff.
- Provide effective oral and written instruction to others.
- Quickly and accurately enter and retrieve data using an automated data system.
- Establish and maintain effective working relationships.
- Listen attentively and understand written and verbal information provided.
- Establish long-range objectives, goals, and strategies.
- Develop forms and letters.
- Maintain composure and react professionally.

**Training and Experience:**

Qualifications needed for this position:

Four (4) years of increasingly responsible office and administrative support assistance experience, preferably including at least one (1) year in a supervisory or lead position.

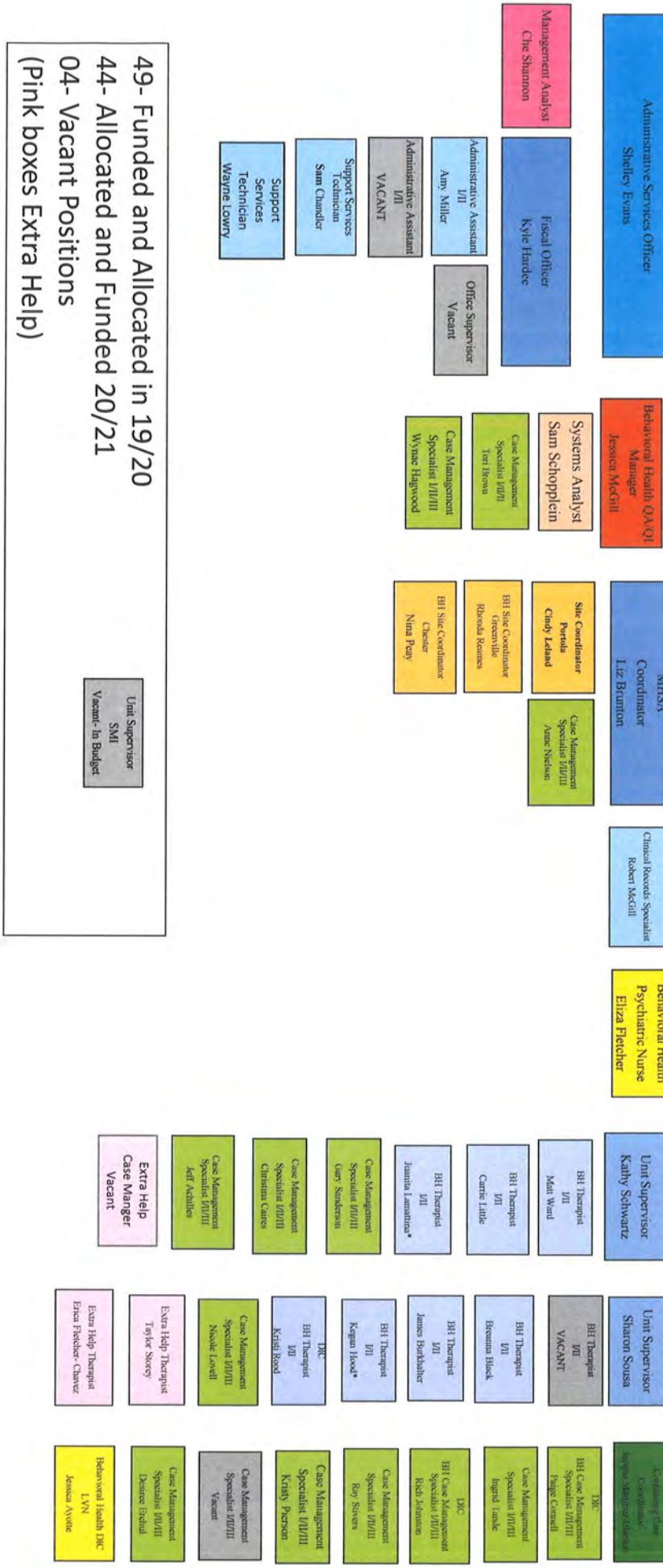
**Special Requirements:** Must possess a valid driver's license at time of application and a valid California Driver's License by the time of appointment. The valid California License must be maintained throughout employment.

All County of Plumas employees are designated Disaster Service Workers through State law (California Government Code Section 3100-3109). Employment with Plumas County requires the affirmation of a loyalty oath to this effect. Employees are Required to complete all Disaster Service Work related training as assigned, and to return to work as ordered in the event of an emergency.

# Plumas County Behavioral Health Department

## September 2020

Director  
Tony Hobson





## BOARD OF SUPERVISORS STAFF REPORT

**TO:** Honorable Board of Supervisors *(T.F.)*  
**FROM:** Tracey Ferguson, AICP, Planning Director  
**MEETING DATE:** August 10, 2021  
**SUBJECT:** 2035 Plumas County General Plan Economics Element Implementation Measures—Establish One Plumas County Economic Development Point of Contact

### RECOMMENDATION

Discuss, accept, and confirm County directors' recommendation to establish John Steffanic, Fair Manager, as the one Plumas County economic development point of contact for customers.

### BACKGROUND

At the regularly scheduled meeting of April 1, 2021 and April 15, 2021 the Planning Commissioners discussed and provided their recommendations regarding priority implementation measures in the 2035 Plumas County General Plan Economics Element.

Planning staff then presented the Planning Commissions' recommendations to the Board of Supervisors for discussion at their May 4, 2021 and May 18, 2021 meetings, where the Board made the following motion on May 18, 2021:

*Approve Plumas County Planning Department General Plan Economics Element Implementation Measure recommendations #2: Establish one economic development point of contact, and #4: Support County infrastructure improvements of the Economics Element Priority Implementation Measures, as presented; and direct staff to continue to work on Measure No. 1 and Measure No. 3, as discussed, and return to the Board for further discussion and approval.*

**Planning Commission Recommendation #2:** Establish one economic development point of contact as a key communication and organizational component of the County's overall economic development strategy. Implements General Plan Economics Element Implementation Measure #4a: The County shall consider designating a County staff person or third party economic development organization to collect and disseminate information to existing and prospective businesses regarding demographics, labor-force characteristics, availability of sites, including both buildings and land able to be developed, with appropriate zoning and infrastructure, transportation, and services, and other factors relevant to business location and expansion decisions, in collaboration with the City of Portola, County Chambers of Commerce and local property owners and real estate representatives.

## **DISCUSSION**

**Establish one economic development point of contact as a key communication and organizational component of the County's overall economic development strategy.**

During the May 18, 2021 Board of Supervisors discussion, Jim Graham, Public Works and John Steffanic, Fair Manager were named as potential candidates. Planning Director, Tracey Ferguson, stated that she would set up a meeting with County directors to discuss these candidates, and possibly others, and report back to the Board.

County directors from the Building, Planning, Public Works, and the Fairgrounds met on June 24, 2021 to discuss the establishment of one staffer as the Plumas County economic development point of contact for customers.

The recommendation from the County directors involved is for John Steffanic, Fair Manager, to be the one point of contact for economic development inquiries and work to take the necessary actions and referrals in support of the County's economic development coordination and collaboration efforts.

The County Administrator and Planning, Building, Public Works, and Facility Services directors, as appropriate, would act as staff resources in secondary roles.



# Office of the Sheriff

## Office of Emergency Services

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

TODD JOHNS  
SHERIFF/CORONER  
DIRECTOR

## Memorandum

**DATE:** July 21, 2021

**TO:** Honorable Board of Supervisors

**FROM:** Sheriff Todd Johns *D*

**RE:** Agenda Item for the meeting of August 10, 2021

**RECOMMENDATION:**

Discussion and possible direction regarding the Plumas County Sheriff's need to hire and retain Public Safety Dispatchers.

**BACKGROUND & DISCUSSION:**

The Sheriff's Office is severely struggling to hire and retain Public Safety Dispatchers. The entire county emergency system revolves around these core positions.

Staff is resigning because they can work elsewhere and receive equal or better pay with benefits but work regular hours, 9 to 5, with weekends off rather than working 24/7/365 for our office.

At this time the Sheriff is requesting direction from the Board regarding a possible solution to retain dispatch positions.

**PLUMAS COUNTY**  
**DEPARTMENT OF PUBLIC WORKS**  
**SOLID WASTE DIVISION**

**Item 5D**

1834 EAST MAIN STREET • QUINCY, CA 95971 • (530) 283-6268  
*John Mannie, P.E., Director of Public Works*  
*John Kolb, Interim Solid Waste Manager*

**NOTICE OF PUBLIC HEARING**

**AN ORDINANCE OF THE COUNTY OF PLUMAS, STATE OF CALIFORNIA,  
AMENDING SECTION 6-10.108 OF  
ARTICLE 2 OF CHAPTER 10 OF TITLE 6  
OF THE PLUMAS COUNTY CODE**

An amendment has been proposed to Section 6-10.108 of the Plumas County Code that will require the use of “waste-wheeler” type refuse containers by curbside collection customers in Franchise Areas No. 1 and No. 2 in Plumas County. These containers will facilitate the use of automated refuse collection vehicles, commonly known as “side-loader” trucks, which require only one operator to service refuse containers. This amendment is being proposed to allow for more efficient refuse collection and to prevent injury to sanitation workers caused by the repetitive lifting of heavy containers, and to reduce the associated costs of lost working days and related medical costs.

Pursuant to this Notice, the Plumas County Board of Supervisors will conduct a Public Hearing on the proposed amendment on August 3, 2021 beginning at 1:00 PM in the Board of Supervisors Meeting Room located in the Courthouse (Room 308) at 520 Main Street, Quincy, California.

During the Public Hearing, the Board of Supervisors will consider whether or not to adopt the amendment to Section 6-10.108 of the Plumas County Code.

This Ordinance shall become effective 30 days after its date of final adoption.  
The following additional information is pertinent:

- This proposed amendment is applicable only to residential and commercial curbside collection customers, not to self-haulers (commercial and residential), who transport their solid waste to any of the County Transfer Stations.
- A copy of the proposed amendment is available for public viewing at 1834 East Main Street, Quincy, CA 95971 between the hours of 8am-5pm, Monday through Friday, or may be viewed at <https://www.plumascounty.us/DocumentCenter/View/37064/Sec-6-10108--6-29-21>

John Mannie  
Plumas County Director of Public Works  
Franchise Contract Administrator

Date: 7-22-21

ORDINANCE NO. 21-\_\_\_\_\_

**AN ORDINANCE OF THE COUNTY OF PLUMAS, STATE OF CALIFORNIA,  
AMENDING SECTION 6-10.108 OF  
ARTICLE 2 OF CHAPTER 10 OF TITLE 6  
OF THE PLUMAS COUNTY CODE**

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

**SECTION 1. Section 6-10.108** is hereby amended to read as follows:

**Sec. 6-10.108. - Containers.**

No owner or occupant shall fail or neglect to provide a sufficient number of standard containers, waste-wheelers (carts or totes) or bins for holding, without leakage or the escape of odors, all solid waste produced or accumulated upon any premises. All solid waste shall be deposited in such containers. Containers shall be at all times kept in useful and sanitary condition. Containers shall at all times be closed against the access of flies, rodents, and other animals. Garbage, rubbish, and garden refuse may be deposited in the same container.

- (a) For curbside collection, the owner or occupant shall be required to obtain and use solid waste collector-owned and supplied waste wheeler(s) in one (1) of three (3) sizes: Single-can size, thirty-two (32) or thirty-five (35) gallon; two-can size, sixty-four (64) gallon, or three-can size, ninety-six (96) gallon. Waste wheelers shall not be loaded beyond the weight capacity shown on the label of the container. Privately owned containers shall not be set out for collection by the owner or occupant and will not be serviced by the solid waste collector, but may be used for private transport of solid waste to County transfer stations.
- (b) Solid waste collector-owned waste-wheelers (carts or totes) or bins used for curbside collection shall have the capability of being emptied using truck-mounted mechanical assist. Such waste-wheelers (carts or totes) or bins shall be of a size approved by the Administrator as being adequate for the particular use or occupancy of the premises using the waste-wheelers (carts or totes) or bins.
- (c) The owner or occupant of the premises at all times shall keep all containers, waste-wheelers (carts or totes) or bins closed, in good condition, identified as to ownership, emptied on a regular schedule as described in this chapter, and in compliance with the weight limitations established by the Administrator.
- (d) Owners or occupants responsible for containers in areas of Plumas County that have experienced intrusion by scavenging wildlife, particularly bears, shall take all precautions necessary to prevent such intrusion, including, but not limited to:
  - (1) Setting out containers on the same day as scheduled Collection.
  - (2) Storing containers inside of structures that are sufficiently secure to keep wildlife from entering.
  - (3) Ensuring that all containers are completely and securely covered while awaiting collection.
- (e) Repeated preventable instances of scavenging by wildlife that have been reported to the Plumas County Department of Public Works or the Plumas County Department of Environmental Health shall be administered in the following manner:

- (1) After the first reported instance, the owners or occupants responsible for such containers shall be contacted by either Public Works or Environmental Health and counseled on the proper storage and setting-out procedures that will alleviate wildlife scavenging.
- (2) After a second reported instance within a twelve-month period of the first report, the owners or occupants responsible for such containers shall be cited for a violation of this chapter in accordance with Chapter 8 of Title 1 of the Plumas County Code of Ordinances.
- (3) Any subsequent instance reported within a twelve-month period of the second report may result in the installation of "bear-proof" containers at the customer's expense.

(f) Excess materials: Solid waste that is substantially above the rim of the owner or occupant's waste-wheelers (carts or totes) or bins set out for collection, or on the ground adjacent to the waste-wheelers (carts or totes) or bins may be photographed, documented and collected by the solid waste collector at their discretion. If collected, a fee for the collection of such excess materials equal to the volume of the container(s) that the excess material would fill shall be assessed the owner or occupant. Large amounts of solid waste found on the ground adjacent to waste-wheelers (carts or totes) or bins shall be photographed, documented and may not be collected, at the discretion of the solid waste collector. If not collected, an explanatory notice shall be left with the owner or occupant.

**SECTION 2.** Effective Date; Publication; Codification.

This Ordinance shall become effective 30 days after its date of final adoption. This ordinance shall be published, pursuant to Section 25124(a) of the Government Code of the State of California, before the expiration of fifteen (15) days after the passage of the ordinance, with the names of supervisors voting for and against the ordinance. Section 1 of this Ordinance shall be codified, and the remainder shall be uncodified.

Introduced at a regular meeting of the Board of Supervisors on the 3<sup>rd</sup> day of August, 2021, further considered, passed and adopted by the Board of Supervisors of the County of Plumas. State of California, on the 10<sup>th</sup> day of August, 2021, by the following vote:

**AYES:**

**NOES:**

**ABSTAIN/ABSENT:**

---

Chair, Board of Supervisors

**Attest:**

---

Clerk of the Board of Supervisors



PLUMAS COUNTY  
INTEGRATED WASTE MANAGEMENT TASK FORCE (PCIWMTF)  
1834 EAST MAIN STREET • QUINCY, CA 95971 • (530) 283-6268  
*John Sciborski, Chair*

**MEMORANDUM**

May 25, 2021

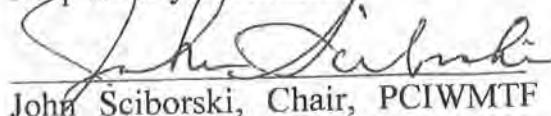
From: Plumas County Integrated Waste Management Task Force  
Subject: Advice from PCIWMTF pertaining to proposed changes in Plumas County Code section 6-10.108 – Containers.  
To: Plumas County Board of Supervisors

On Tuesday, May 25, 2021, the Plumas County Integrated Waste Management Task Force, a Board-appointed advisory committee, conducted a duly notified Special Meeting. Five (5) Task Force Members were present, either in person or by teleconference, therefore a quorum was established.

Following consideration of a proposal brought to the Task Force by InterMountain Disposal, the solid waste franchise contractor from Franchise Area No. 2, and concurred with by Feather River Disposal, the solid waste franchise contractor from Franchise Area No. 1, the Task Force unanimously developed the following advice for consideration by the Plumas County Board of Supervisors:

*The PCIWMTF endorses the proposal by Plumas County's solid waste contractors to modify Section 6-10.108 of the Plumas County Code, specifically requiring the use of "waste wheelers" to enable the use of modern side-loading trucks.*

Respectfully submitted,

  
John Sciborski, Chair, PCIWMTF



## PUBLIC NOTICE

### PUBLIC HEARING ON A PROPOSAL TO REQUIRE THE USE OF WASTE WHEELERS FOR THE COLLECTION OF SOLID WASTE SUPERVISORS BOARD ROOM IN THE PLUMAS COUNTY COURTHOUSE

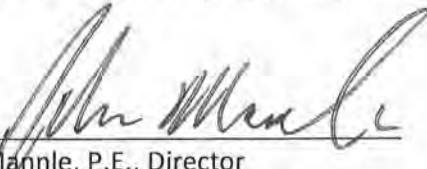
1:00 P.M., August 3, 2021

An Ordinance containing an amendment to Section 6-10.108 has been proposed to facilitate the use of "side-loading" refuse collection trucks. This request was made to allow for more efficient refuse collection and to prevent injury to sanitation workers caused by the repetitive lifting of heavy loads. The amendment would require the use of heavy duty "waste-wheelers" by collection route customers, which are available from the franchise contractors. These containers are designed to be handled by mechanical means. The majority of customers receiving curbside collection service in both franchise areas already make use of waste wheelers.

*The proposed amendment to the solid waste ordinance is available for view on the internet at:*

<http://www.plumascounty.us/DocumentCenter/View/37064/Sec-6-10108--6-29-21>

If adopted, the amendment to the Plumas County Code will require that waste-wheelers be used for curbside collection for both residential and commercial service, but will continue to allow customers to use private containers when they self-haul to County Transfer Stations. The proposed amendment also defines "excess materials" and the franchise contractors' options on the handling of such waste.



John Mannle, P.E., Director  
Plumas County Department of Public Works  
Solid Waste Division