



BOARD OF SUPERVISORS

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

**AGENDA FOR REGULAR MEETING OF
FEBRUARY 8, 2022 TO BE HELD AT 10:00 A.M.
IN THE BOARD OF SUPERVISORS ROOM 308, COURTHOUSE, QUINCY, CALIFORNIA**

www.countyofplumas.com

AGENDA

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

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

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

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

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



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

STANDING ORDERS

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

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

Pursuant to Government Code section 54953 (e) and to maintain the orderly conduct of the meeting, the County of Plumas members of the Board of Supervisors may attend the meeting via teleconference or phone conference and participate in the meeting to the same extent as if they were physically present. Due to Government Code section 54953(e), the Boardroom will be open to the public but subject to social distancing requirements, which limit the number of people that may enter to 25% of room capacity. Those that wish to attend the Board meeting, will be required to wear a face covering, as required by the local Public Health Officer order. The public may participate as follows:

Live Stream of Meeting

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

ZOOM Participation

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

Public Comment Opportunity/Written Comment

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

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

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

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. **DISASTER RECOVERY OPERATIONS** - Gabriel Hydrick and Pamela Courtwright
Report and update Dixie Fire Recovery efforts; receive report and discussion

3. **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) Authorize no contract payment of \$260.01 to Folchi Logging and Construction Inc. for snow removal services at Portola Wellness Center. **View Item**
- 2) Authorize no contract payment of \$984.00 to Adventist Health for outpatient services provided. **View Item**
- 3) Authorize no contract payment of \$19,580.00 to Heritage Oaks Hospital for psychiatric therapy services. **View Item**
- 4) Approve and authorize the Director of Behavioral Health to sign part two of the agreement between Plumas county and the Department of Health Care Services – for a funding opportunity that will provide Behavioral Health with updated Electronic Health Records software system, EHR Licenses, desktop towers, laptops, and monitors; approved as to form by County Counsel **View Item**

B. **INFORMATION TECHNOLOGY**

Approve purchase and payment for Cohesity Backup and Disaster Recovery Hardware and 3 years of software support; not to exceed \$63,902.65; included in the approved 2021-2022 budget as well as being submitted as an ARPA request. **View Item**

C. **PUBLIC HEALTH**

- 1) Approve and authorize the Chair to sign and ratify Memorandum of Understanding between Plumas County Public Health and Sierra Cascade Family Opportunities (SCFO); to obtain and implement CalFresh/ SNAP-Ed approved education curriculum at local schools; not to exceed \$4,000.00; approved as to form by County Counsel **View Item**
- 2) Approve and authorize the Director of Public Health to sign Amended Grant Agreement between Plumas County and the California Department of Public Health (CDPH) ; to receive funds used to assist local health departments in preventing and controlling vaccine-preventable diseases; approved as to form by County Counsel **View Item**

D. **PUBLIC WORKS**

Approve and authorize the Chair to sign agreement between Plumas County and Clint's Tree Service; for the removal of 4 trees within the town of Quincy; not to exceed \$18,500.00; approved as to form by County Counsel **View Item**

E. **SHERIFF'S OFFICE**

Approve and authorize the Chair to ratify and sign agreement between Plumas County and the City of Portola, for Plumas County Sheriff's Office (PCSO) to provide Law Enforcement Services to the City of Portola; not to exceed \$130,000.00; effective July 1, 2021 through June 30, 2022; approved as to form by County Counsel **View Item**

4. **SIERRA BUTTES TRAIL STEWARDSHIP** - Trinity Stirling
Connected Communities Project update [View Item](#)
5. **DEPARTMENTAL MATTERS**
- A. **CLERK RECORDER/ ELECTIONS** – Marcy DeMartile
- 1) Authorize the County Clerk Recorder to recruit and fill, vacant Extra Help position for the Recorder's Division; this position is included in the approved 2021-2022 department budget; discussion and possible action [View Item](#)
 - 2) Adopt **RESOLUTION** approving agreement between Plumas County and the California Secretary of State under the terms of the Help America Vote Act (HAVA); and authorize the County Elections Official, as agent, to conduct all negotiations, execute and submit all documents accordingly; discussion and possible action **Roll call vote** [View Item](#)
- B. **HUMAN RESOURCES** – Nancy Selvage
Adopt **RESOLUTION** to amend the FY 2021-2022 Job Classification Plan for Behavioral Health Unit Supervisor – Nursing #70570; and authorize Behavioral Health to recruit and fill 1.0 FTE Behavioral Health Unit Supervisor Position. **Roll call vote** [View Item](#)
- C. **INFORMATION TECHNOLOGY** – Greg Ellingson
- 1) Approval of payment of \$19,199.00, to Moxfive for assistance with email data base corruption recovery prior to office 365 migration stemming from network breach in November 2021; discussion and possible action [View Item](#)
 - 2) Approval of payment of \$12,301.50, to Baker & Hostetler LLC for legal assistance post network breach in November of 2021; discussion and possible action [View Item](#)
 - 3) Approval of payment of \$4,387.00 to Dauntless Discover for data assessment in response November 2021 network breach; discussion and possible action [View Item](#)
- D. **LIBRARY** – Lindsay Fuchs
Authorize the County Librarian to recruit and fill, vacant, Extra Help Library Aide position for Greenville Library temporary location; discussion and possible action [View Item](#)
- E. **PUBLIC WORKS/ ROAD** – John Mannle
- 1) Authorize the Public Works Road Department to recruit and fill, funded and allocated 1.0 FTE Public Works Maintenance Worker II position in the Chester Maintenance District; vacancy due to transfer; discussion and possible action [View Item](#)
 - 2) Authorize the Public Works/ Road Department to recruit and fill, funded and allocated 1.0 FTE Public Works Maintenance Worker II position in the Quincy Maintenance District; vacancy due to promotion; discussion and possible action [View Item](#)
 - 3) Adopt **RESOLUTION** vacating portions of Beckwourth – Genesee Rd. between Mileposts 2.0 and 3.0 (this section is now bypassed by a new road alignment constructed by the U.S. Department of Transportation Federal Highway Administration); approved as to form by County Counsel; discussion and possible action **Roll call vote** [View Item](#)
- F. **COUNTY ADMINISATRATOR** – Gabriel Hydrick
Receive an update on the ARPA Public Survey; discussion and possible action
6. **BOARD OF SUPERVISORS**
- A. Approve and authorize the Chair to sign comment letter acknowledging, and concurring and with the content of the commentary set forth in the Lassen County Comment Letter concerning the California Natural Resources Agency Draft Pathways to 30 x 30; discussion and possible action [View Item](#)

- B. Correspondence
- C. 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. Conference with real property negotiator, Gabriel Hydrick, County Administrator regarding facilities: APN 115-011-057, 555 Main Street, Quincy
- B. Conference with Legal Counsel: Pending litigation – USA Waste of California, Inc. dba Feather River Disposal, a California corporation v. County of Plumas, Superior Court of California, County of Plumas, Case No. CV19-00064 – pursuant to Subdivision (c) of Government Code Section 54956.
- C. Conference with Legal Counsel: Initiating litigation pursuant to Subdivision (c) of Government Code Section 54956.9
- D. Conference with Legal Counsel: Significant exposure to litigation pursuant to Subdivision (d)(2) of Government Code Section 54956.9 (2 cases)
- E. Conference with Labor Negotiator regarding employee negotiations: Sheriff's Administrative Unit; Sheriff's Department Employees Association; Operating Engineers Local #3; Confidential Employees Unit; Probation; Unrepresented Employees and Appointed Department Heads

REPORT OF ACTION IN CLOSED SESSION (IF APPLICABLE)

ADJOURNMENT

Adjourn meeting to Tuesday, February 15, 2022, 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: February 8, 2022

TO: Honorable Board of Supervisors

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

SUBJECT: Consent Agenda

Recommendation

1. It is respectfully requested the Board of Supervisors approve and authorize \$260.01 no contract payment to Folchi Logging and Construction, Inc.
2. It is respectfully requested the Board of Supervisors approve and authorize \$984.00 no contract payment to Adventist Health for outpatient services.
3. It is respectfully requested that the Board of Supervisors approve and authorize \$19,580.00 payment to Heritage Oaks Hospital for psychiatric therapy services.
4. It is respectfully requested the Board of Supervisors authorize Behavioral Health Director Tony Hobson to sign \$100,000.00 part two Agreement for a funding award from the Department of Health Care Services- Medication Assisted Treatment MAT SOR Coronavirus Telehealth Subcontract.

BACKGROUND AND DISCUSSION:

1. It is respectfully requested the Board of Supervisors approve and authorize \$260.01 no contract payment to Folchi Logging and Construction, Inc. for snow removal for Portola Wellness Center.
2. It is respectfully requested the Board of Supervisors approve and authorize \$984.00 no contract payment to Adventist Health for outpatient services.
3. It is respectfully requested that the Board of Supervisors approve and authorize \$19,580.00 payment to Heritage Oaks Hospital for psychiatric

therapy services. Behavioral Health exceeded the contract amount for fiscal year 2021/22.

4. The Department of Health Care Services awarded \$100,000.00 to Behavioral Health for the Coronavirus Response and Relief Supplemental Appropriations Act Telehealth Expansion Project funding opportunity for Substance Use Disorder Telehealth activities as part of the Coronavirus Telehealth project. The funding will provide Behavioral Health with updated Electronic Health Records software system, EHR licenses, Desktop towers, laptops, and monitors. This Agreement is the second separate contract that covers mental health services, and has been approved to form by County Counsel.

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

Item 3A1

Invoice

Folchi Logging and Construction, Inc.

79017 Brae Gate Road
Portola, Ca 96122

| Date | Invoice # |
|-----------|-----------|
| 1/20/2022 | Snow21#14 |

| |
|---|
| Bill To |
| Plumas county Mental Health 520 Main ST. Room 205 Quincy, Ca. 95971 |

| |
|---------|
| Ship To |
| |

| | | | | | | |
|-------------|----------------|---|-----------|-----|-----------------|----------------|
| P.O. Number | Terms | Rep | Ship | Via | F.O.B. | Project |
| | Due on receipt | | 1/20/2022 | | | |
| Quantity | Item Code | Description | | | Price Each | Amount |
| 1 | Contract Work | Snow removal @ the Portola location on 12/29/21 Sales Tax, State of California | | | 260.01 7.25% | 260.01 0.00 |
| | | | | | Total | \$260.01 |

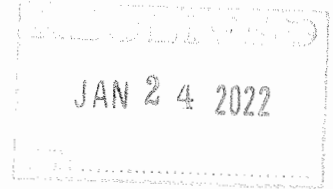
St. Helena Hospital

Adventist Health

Adventist Health St. Helena
10 Woodland Rd.
St. Helena, CA 94574
NPI 1720078082

TAX I.D. 94-1279779

**Adventist Health Vallejo
St Helena Hospital
525 Oregon St
Vallejo, CA 94590
NPI 1851381990**



Physician Fee's Invoice

Bill To

Plumas County Mental Health
Attn: Carol Pierce
270 County Hospital Rd., Ste. 109
Quincy, CA 95971

PLEASE REMIT TO:
Adventist Health
PO Box 398845
San Francisco, CA
94139-8845

| | |
|-------------|------------------|
| Date | Invoice # |
| 1/19/2022 | 48200913079 |

Terms

| DOCTOR | PATIENT NAME | I.D. NUMB... | DOS | PROCEDURE / DX | RATE |
|------------------------------|------------------|--------------|------------|----------------|--------|
| Kubasta, M 1063985455 | Rodriguez, Bobby | 94462085A | 12/15/2021 | 99223 / F33.0 | 123.00 |
| Meyer-Mitchell, J 1659827616 | | | 12/16/2021 | 99239 / F33.0 | 123.00 |

PLEASE REMIT TO:
Adventist Health
PO Box 398845
San Francisco, CA 94139-8845

Any questions, contact Beverly Crites at 707-963-3611 ext 3544 or critesbj@ah.org

| | |
|-------------------------|-----------------|
| Total | \$246.00 |
| Payments/Credits | \$0.00 |
| Balance Due | \$246.00 |

| | |
|-------------------------|-----------------|
| Total | \$738.00 |
| Payments/Credits | \$0.00 |
| Balance Due | \$738.00 |

| | | | |
|------------------|-----------------------------------|-------------------|--|
| 3a PAY CNTL # | | 4 TYPE OF BILL | |
| b MED. REC. # | | 0111 | |
| 000071348 | | | |
| 5 FED. TAX NO. | 6 STATEMENT COVERS PERIOD FROM | 7 THROUGH | |
| 62-1658494 | 120321 | 122321 | |

[illegible]

Item 3A4

SUBCONTRACT
For
Medication Assisted Treatment (MAT) SOR 2 Coronavirus Telehealth

| | | | |
|-----------------|--|---------------------|-------------------|
| Project Name: | Medication Assisted Treatment (MAT) SOR 2 Coronavirus Telehealth | Subcontract Number: | CA21MAT482 |
| Effective Date: | November 20, 2021 | Expiration Date: | November 30, 2022 |

| SELECT | "ORGANIZATION" | |
|--------|--|--|
| | <input type="checkbox"/> Sierra Health Foundation 1321 Garden Hwy, Sacramento, CA 95833 | <input checked="" type="checkbox"/> Sierra Health Foundation: Center for Health Program Management (The Center) 1321 Garden Hwy, Suite 210 Sacramento, CA 95833 |

| | |
|-------------------------------|---|
| Subcontractor Name: | Plumas County Health Department |
| Address | 270 County Hospital Road, Suite 109 Quincy, CA 95971 |
| Site Location (if applicable) | |
| DUNS #: | 117385979 |
| Tax ID: | 94-6000528 |

1. Subcontractor is the following legal entity (select one):

| | | | |
|--|--|--|--|
| <input type="checkbox"/> Sole Proprietor/Individual(s) | <input type="checkbox"/> Corporation | <input type="checkbox"/> Nonprofit Corporation | <input type="checkbox"/> General Partnership |
| <input type="checkbox"/> Limited Liability Company | <input type="checkbox"/> Limited Partnership | <input type="checkbox"/> Limited Liability Partnership | <input checked="" type="checkbox"/> Other: Government/Public |

2. Enter all funding sources for the Subcontractor award.

| Public Funding Source | CFDA# | Award # | Awar d Year | Jurisdiction | GS # | Amount |
|--|--------|-------------|-------------|---|---|--------------|
| Coronavirus Response and Relief Supplemental Appropriations Act; Block Grants for Community Mental Health Services | 93.958 | B09SM083945 | 2021 | <input checked="" type="checkbox"/> Federal <input type="checkbox"/> State <input type="checkbox"/> Local | 280 | \$100,000.00 |
| | | | | <input type="checkbox"/> Federal <input type="checkbox"/> State <input type="checkbox"/> Local | | |
| Identification of type of federal subaward relationship according to 2 CFR 200. | | | | <input checked="" type="checkbox"/> Subrecipient § 200.93 | <input type="checkbox"/> Subcontractor § 200.23 | |
| Private Funding Source | | Award # | | Award Year | | Amount |
| | | | | | | |

3. "Subcontractor Price" is the maximum amount to be paid to the Subcontractor under this Subcontract as follows:

| | |
|--|--------------|
| SUBCONTRACTOR PRICE | \$100,000.00 |
| ADVANCE PAYMENT <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | \$100,000.00 |

| AGREEMENT TYPE | |
|---|--|
| <input type="checkbox"/> Standard Subcontract Agreement | <input checked="" type="checkbox"/> Non-Standard Subcontract Agreement <input checked="" type="checkbox"/> Modification of insurance requirements <input type="checkbox"/> Indemnification modifications |

4. "Attachments" are incorporated in this Subcontract as if included in full in the body of this document:

| ATTACHMENT NO. CHECK APPLICABLE BOX | DESCRIPTION OF ATTACHMENT (Attachments 1-8 are to be included in all Subcontracts. Attachments 9-11 will be included if the box is checked.) |
|--|--|
| Attachment 1 | Standard Terms and Conditions |
| Attachment 2 | Scope of Services |
| Attachment 3 | Budget |
| Attachment 4 | Insurance Requirements |
| Attachment 5 | Dispute Resolution |
| Attachment 6 | Certification Regarding Debarment and Suspension |
| Attachment 7 | Certificate for Contracts, Grants, Loans, and Cooperative Agreements |
| Attachment 8 | Schedule of Federal Funds |
| Attachment 9 <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | Personally Identifiable Information |
| Attachment 10 <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | Confidentiality |
| Attachment 11 <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | Additional Provisions |
| Attachment 12 <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | Special Terms and Conditions for Federal Awards |
| Attachment 13 <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | Certification Regarding Lobbying |
| Attachment 14 <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | Disclosure of Lobbying Activities |
| Attachment 15 <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | Business Associate Agreement |

5. The following "Special Provisions" modify the terms of the Standard Subcontract Agreement and are included in a Non-Standard Subcontract Agreement. These Special Provisions may be included only if approved by the Organization as indicated by the accompanying initials.

| SPECIAL PROVISION | Approved |
|---|----------|
| Subcontractors are required to attend an onboarding webinar to review compliance and reporting requirements, and performance and progress monitoring. | |
| The following sections in the prime contract are waived for subcontractors: Exhibit D(F) Section 3 Procurement Rules, Section 4 a (1) Reporting of Equipment/Property Receipt, (2) Annual Equipment/Property Inventory, and 4 (g) Motor Vehicles. | |
| Subcontract Agreement Section 2.03 Invoice Instructions. Does not apply. | |
| Subcontract Agreement Attachment 4 Insurance Section 1 (f) Automobile Insurance is waived. | |
| | |
| | |
| | |

MEDICATION ASSISTED TREATMENT (MAT)
SOR 2 CORONAVIRUS TELEHEALTH
SUBCONTRACT AGREEMENT

This Medication Assisted Treatment (MAT) SOR 2 Coronavirus Telehealth Subcontract Agreement (the "**Agreement**") is made and entered into as of **November 20, 2021** (the "**Effective Date**") by and between Sierra Health Foundation: Center for Health Program Management ("**The Center**") and **Plumas County Health Department**, a "**Government Entity**" ("Subcontractor").

In consideration of the mutual covenants set forth herein, the parties agree as follows:

Prime Contract. The Center and the California Department of Health and Human Services (the "Funder") entered into that certain Behavioral Health Telehealth Expansion Project (BHTEP Agreement 21-10295) dated September 20, 2021 (the "**Prime Contract**"), for the Medication Assisted Treatment (MAT) SOR 2 Coronavirus Telehealth Project (the "Project") whereby The Center agreed to assist DHCS with the administration of the funds to organizations to develop, enhance, and/or expand their facility's telehealth infrastructure to address the needs of individuals with substance use disorder (SUD), and/or serious mental illness (SMI), or with serious emotional disturbances (SED). The Center hereby engages Subcontractor, as an independent contractor, to render the Services defined in Section 2 in connection with the services to be performed under the Prime Contract and Subcontractor is willing to perform such Services subject to the terms and conditions set forth in this Agreement. Subcontractor has been provided with the opportunity to review the terms of the Prime Contract, a copy of which is available through the following link: <https://www.shfcenter.org/assets/MAT-SOR2-CVT-Prime-Contract-21-10295.pdf>. The terms of the Prime Contract are hereby incorporated into this Agreement by reference, in their entirety subject to Section 1.01 of **Attachment 1**. In the event of any conflict, ambiguity, or inconsistency between or among the provisions, terms or conditions of this Agreement, including the attachments hereto or any documents referred to herein, or between or among the provisions, terms or conditions of this Agreement and the Prime Contract, the provision, term or condition requiring the greater quantity or higher quality, or placing the greater burden on Subcontractor, shall govern and control.

1. **Scope of Services.** Subcontractor will perform the services described in the Scope of Services attached hereto as **Attachment 2** and incorporated herein by reference (the "**Services**"). By signing this Agreement, Subcontractor agrees to perform the Services in accordance with any applications submitted by Subcontractor and approved by The Center and in accordance with this Agreement including the attachments. Subcontractor further certifies that it meets all eligibility requirements for performance and payment for the Services including as agreed based on the application submitted by Subcontractor.
2. **Total Subcontract Price.** Total payments by The Center to Subcontractor in connection with the performance of Services under this Agreement, including fees, reimbursements, costs, travel, and any other payments made for services rendered, material provided, or other expenses (collectively, "Compensation"), whether paid pursuant to the invoice procedure described in Section 2.01 of **Attachment 1**, as an advance payment, or by any other means, shall not exceed **\$100,000.00** ("Total Subcontract Price").
 - a. **Advance payment.** Upon execution of this Agreement and after all requirements in Section 5 are met, Subcontractor shall receive a single advance payment in the amount of **\$100,000.00** to be applied against the Compensation payable in accordance with Section 2.01 of **Attachment 1**. Any unearned portion of such advance payment held by Subcontractor at the expiration of the Term or earlier termination of the Agreement shall be returned to The Center no later than ten (10) business days following the termination date.
3. **Term.** The term of this Agreement will commence on the Effective Date and will continue thereafter until **November 30, 2022** (the "Expiration Date") or earlier termination in accordance with the terms of this Agreement (the "**Term**").

4. Insurance. Without limiting Subcontractor's duty of indemnification as set forth in Section 4 of **Attachment 1**, Subcontractor will obtain and maintain in force at all times during the Term insurance in accordance with the provisions of **Attachment 4**, attached hereto and incorporated herein by reference, and in accordance with the provisions of the Prime Contract, (the "Insurance"), with insurers reasonably acceptable to The Center. Subcontractor will provide evidence of such Insurance to The Center within five (5) business days after the Effective Date. The Certificate of Insurance must include the name of the Project. It is understood and agreed that The Center shall not pay any sum to Subcontractor under this Agreement unless all Insurance required by this Agreement is in force at the time that Services subject to such payment are rendered and Subcontractor has delivered evidence of same to The Center.
5. Attachments. The following attachments hereto are incorporated by reference into the Agreement ("Attachments"):

Attachment 1: Standard Terms and Conditions

Attachment 2: Scope of Services

Attachment 3: Budget

Attachment 4: Insurance Requirements

Attachment 5: Dispute Resolution Provisions

Attachment 6: Certification Regarding Debarment and Suspension

Attachment 7: Certification for Contracts, Grants, Loans, and Cooperative Agreements

Attachment 8: Schedule of Federal Funds

The following Attachments hereto are incorporated by reference into this Agreement if the box next to each Attachment is marked or checked:

☒ **Attachment 9: Personally Identifiable Information**

☒ **Attachment 10: Confidentiality**

☒ **Attachment 11: Additional Provisions**

☒ **Attachment 12: Special Terms and Conditions for Federal Award**

☒ **Attachment 13: Certification Regarding Lobbying**

☒ **Attachment 14: Disclosure of Lobbying Activities**

☒ **Attachment 15: Business Associate Agreement**

[Signature page follows]

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the Effective Date. **November 20, 2021.**

THE CENTER

BY _____

Gil Alvarado
Sr. Vice President of Finance and Administration
Chief Financial Officer

DATE: _____

The Center Program Contact:

Sierra Health Foundation:
Center for Health Program Management
Nora Dunlap
Senior Program Officer
1321 Garden Highway, Suite 210
Sacramento, CA 95833

Approved as to form:



Joshua Brechtel
Deputy County Counsel I

SUBCONTRACTOR

Authorized Representative Signature

Print Name of Authorized Representative & Title

DATE: _____

Subcontractor's Address:

Plumas County Health Department

Dr. Tony Hobson
Director
270 County Hospital Road, Suite 109
Quincy, CA 95971

Subcontractor's Contact Information:

(530) 283-6307 ext. 1007
thobson@pcbh.services

Secondary Contact Information:

Kyle Hardee
(530) 283-6307 ext. 1005
khardee@pcbh.services

Subcontractor's Tax ID Number:

94-6000528

Contract Number:

CA21MAT482

DUNS Number

117385979

ATTACHMENT 1
Standard Terms and Conditions

1. SERVICES TO BE PERFORMED BY SUBCONTRACTOR

1.01. Prime Contract. Subcontractor shall be bound and obligated by the Prime Contract, and to The Center, in the same manner and to the same extent as The Center is bound to the Funder under the Prime Contract, to the extent that the terms of the Prime Contract relate in any way, directly or indirectly, to the Services to be performed under this Agreement. Notwithstanding the foregoing or any contrary provision of this Agreement, nothing in this Agreement shall be construed as bestowing any rights or privileges on Subcontractor beyond what is provided for in the Agreement. Moreover, nothing in this Agreement shall be construed as limiting any rights or privileges of The Center otherwise allowed or provided for by the Agreement or the Prime Contract. In the event of an inconsistency between this Agreement and the Prime Contract, the terms of the Prime Contract shall govern.

1.02. Status of Subcontractor. Subcontractor enters into this Agreement, and will remain throughout the Term, as an independent contractor. Subcontractor agrees that Subcontractor does not and will not have any authority to act for, represent, obligate, or bind The Center in any way, nor in any way be deemed an agent, partner, joint venturer, employee, or in any other capacity a representative of The Center. Subcontractor agrees that Subcontractor is not entitled to the rights or benefits afforded to The Center's employees, including but not limited to disability or unemployment insurance, workers' compensation, medical insurance, sick leave, or any other employment benefit. Subcontractor is responsible for providing, at its own expense, disability insurance, unemployment insurance, workers' compensation insurance, and any other insurance, training, permits, and licenses for itself and for its employees and sub-subcontractors of any tier.

1.03. Method of Performing Services. Subject to the terms of this Agreement, Subcontractor will determine the method, details, and means of performing the Services hereunder. The Center reserves the right in its sole discretion to determine the amount and allocation of work assigned to Subcontractor at all times during the Term.

1.04. Time and Place of Performing Services. Subject to the terms of this Agreement, Subcontractor may select the time and location for performance of the Services.

1.05. Employees. Subcontractor shall not hire employees of The Center or any organization related to the Center to perform any portion of the Services or any work arising in connection with the Services, including, without limitation, secretarial, clerical, and similar incidental or nonincidental services.

1.06. Equipment, Materials, and Tools. Subcontractor will furnish all equipment, materials, tools, and supplies used in connection with performance of the Services.

1.07. Payment of Taxes. Subcontractor is responsible for paying when due all taxes, including penalties and interest, incurred in connection with Subcontractor's performance of the Services including, without limitation, income taxes, self-employment taxes, and other taxes, including estimated taxes, incurred as a result of any Compensation paid by The Center to Subcontractor for the Services rendered hereunder. Subcontractor will not be treated as an employee for purposes of disability income, Social Security taxes and benefits, federal unemployment compensation taxes, state unemployment insurance benefits, state wage and hour laws, and federal income tax withholding at sources. Subcontractor agrees to defend and indemnify The Center for any claims, costs, losses, fees, penalties, interest, or damages incurred by The Center resulting from Subcontractor's

failure to comply with this Section. Subcontractor further agrees that in the event and to the extent Subcontractor is determined, by a court or agency with jurisdiction, to be an employee for purposes of a California Wage Order due to application of the "ABC" test set forth in the California Supreme Court case *Dynamex Operations West, Inc. v. Superior Court*, 4 Cal.5th 903 (2018), Subcontractor will still be considered an independent contractor for purposes of this Agreement and all other laws.

1.08. Compliance with Laws. Subcontractor, in the course of performance of the Services, shall comply with all applicable federal, state, and local laws, ordinances, rules and regulations.

1.09. Record Retention/Audit. Subcontractor agrees to maintain and preserve records related to this Agreement until seven (7) years following (a) termination of this Agreement or (b) final payment to Subcontractor hereunder. Subcontractor further agrees to permit The Center or Funder (through their respective designated representatives) to have access to, examine, and audit any books, documents, papers, and records related to this Agreement and to allow interviews of any employees who might reasonably have information related to such books, documents, papers, or records.

Subcontractor agrees that The Center and Funder (through their respective designated representatives) will have the right at any time during the Term, during Subcontractor's normal business hours, to conduct monitoring activities including but not limited to on-site visits and desk reviews, with respect to the Services (including deliverables) being provided by Subcontractor hereunder and Subcontractor's compliance with this Section. Subcontractor further agrees to comply with all audit and record retention requirements of the Prime Contract. The provisions of this Section shall survive the termination of this Agreement.

2. COMPENSATION

2.01 Compensation. In consideration for the Services provided in accordance with this Agreement, The Center will compensate Subcontractor pursuant to the Budget set forth in **Attachment 3**, attached hereto and incorporated herein by reference, subject to the not-to-exceed Total Subcontract Price. Unless otherwise required by the Prime Contract, invoice documentation shall be submitted on a monthly basis by the tenth (10th) day of the month, and shall detail actual line-item expenditures corresponding to **Attachment 3** incurred during the invoice period. Concurrently with such invoice documentation, unless expressly waived in a prior writing by The Center, Subcontractor shall deliver to The Center documentation for expenses corresponding to the invoice including, without limitation, time sheets or payroll records for each employee; receipts for supplies; documentation for sub-subcontract expenditures; and documentation for overhead and indirect expenditures. Subcontractor's duty to submit both the described invoice documentation and corresponding expense documentation in accordance with this Section 2.01 is a condition precedent to payment and to The Center's obligation to make any payment to Subcontractor under this Section 2.01. Invoice documentation and expense documentation will require approval from The Center prior to payment. The Center will pay all approved Compensation owed to the Subcontractor hereunder by check mailed to the Subcontractor at the invoice address, or by electronic funds transfer to the financial institution authorized in writing by the Subcontractor, within forty-five (45) days after The Center's receipt of an approved invoice. If The Center cannot determine whether an expense should be allowed because invoice detail, fiscal records, or backup documentation is nonexistent or inadequate according to generally accepted accounting principles or practices, The Center may disallow all questionable costs, and The Center may withhold payment. Upon receipt of adequate documentation supporting a disallowed or questionable expense, reimbursement may resume for the amount substantiated and deemed allowable.

Notwithstanding the foregoing or any contrary provision of the Agreement, The Center will have no obligation to pay Subcontractor until The Center has received funds for such payment from the Funder.

2.02. Unauthorized Services. Any services not authorized under the terms of this Agreement shall be at the sole cost and expense of Subcontractor and will not be compensated by The Center or Funder and may in the sole and absolute discretion of The Center be deemed a material breach of this Agreement, and in no event shall an extension in the Term be granted on account of such unauthorized services.

2.03. Invoice Instructions. The agreement number must be identified on every invoice submitted for reimbursement and invoice must designate expenses by activity listed in **Attachment 3**. All invoices must include the following language: "By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Agreement with The Center. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812)."

Invoices must be emailed to centerinvoices@shfcenter.org with a cc: to at or mailed to:

The Center

Attn:

1321 Garden Highway

Sacramento, California 95833

2.04. Timely Submission of Final Invoice. A final undisputed invoice shall be submitted for payment no more than thirty (30) calendar days following the expiration or termination date of this Agreement. Said invoice should be clearly marked "Final Invoice", indicating that all payment obligations of The Center under this Agreement have ceased and that no further payments are due or outstanding.

3. REPRESENTATIONS, WARRANTIES, AND COVENANTS OF SUBCONTRACTOR

3.01. Non-Exclusive Relationship. Except as expressly provided otherwise herein, this Agreement does not create an exclusive relationship between the parties. Subcontractor may in its discretion perform services for and contract with additional clients, persons, or companies during the Term. The Center may, in its sole discretion, engage other contractors to perform the same or similar work that Subcontractor will perform under this Agreement before, during, or after the Term.

3.02. Conflict of Interest. Notwithstanding the foregoing Section 3.01, Subcontractor represents and covenants that it has no interest, direct or indirect, and shall have no such interest during the Term, that conflicts or would conflict in any manner with its relationship with The Center, performance of the Services under this Agreement, or any monetary or business interest of The Center or the Funder. The terms of this Section 3.02 shall bind Subcontractor and its employees, agents, sub-subcontractors of any tier, and third parties performing services or providing materials in connection with performance of the Services.

3.03. All Licenses. Subcontractor represents, warrants, and covenants that Subcontractor maintains, and will maintain at all times during the Term, all licenses, permits, and other governmental approvals and authorizations required by state, local, and federal laws to perform the Services, and will promptly provide copies of any such licenses, permits, and any other governmental approvals and authorizations to The Center upon request.

3.04. Sub-subcontractors. Subcontractor represents, warrants and covenants to The Center that (a) except with The Center's express prior written consent, this Agreement shall be incorporated by reference in its entirety into all sub-subcontracts of any tier, and (b) Subcontractor shall remain solely responsible for sub-subcontractors' performance and adherence to the terms of this Agreement.

3.05. Performance; Industry Standards and Practices. Subcontractor warrants and covenants that the Services to be provided under this Agreement will be performed in a professional manner conforming to generally accepted industry standards and practices. The Center shall have the right to assess the quality and progress of the Services performed by Subcontractor at any time and without advance notice to Subcontractor, including, without limitation, by progress and performance reports that Subcontractor shall provide in a form and frequency as may be required by The Center in its sole discretion. Notwithstanding any prior approval of an invoice pursuant to Section 2.01, The Center reserves the right to withhold payment, nullify and obtain reimbursement from Subcontractor for any payment made, terminate this Agreement, and/or take any other action to which it is entitled by law or this Agreement, as to any Services that The Center in its sole and absolute discretion determines to be incomplete, not satisfactory, or noncompliant with the Scope of Services or any other provision of this Agreement. Further, The Center may recover overpayments that The Center determines, in its sole and absolute discretion, by audit or otherwise, should not have been made to Subcontractor. Subcontractor agrees to reimburse any amounts, and/or return any overpayments, to The Center in accordance with this Section 3.05 within fifteen (15) days of demand by The Center.

3.06. Copyright; Proprietary Rights. Subcontractor represents and warrants that the materials, if any, produced by Subcontractor under this Agreement are and will be original and do not and will not infringe upon any intellectual property rights of The Center or any third party.

3.07. Return of Property of The Center. Upon the expiration or earlier termination of this Agreement, Subcontractor will return to The Center any and all property, documentation, records, equipment, intellectual property, and Confidential Information (defined in Section 7.01(a), below) that is the property of The Center.

4. INDEMNITY

4.01. General Indemnification. To the fullest extent permitted by law, Subcontractor agrees to indemnify, defend, and hold The Center, the Funder, Sierra Health Foundation, and their respective officers, directors, agents, representatives, constituent entities, affiliates, volunteers, officials, parents, subsidiaries, governing boards, and employees (collectively, "Indemnitees") free and harmless from all claims, demands, losses, costs, expenses, obligations, liabilities, damages, recoveries, and deficiencies (including, without limitation, interest, penalties, attorneys' fees, and costs) arising out of or connected with: (a) any breach by Subcontractor of any representation, warranty, covenant, or other obligation contained in this Agreement; (b) the performance by Subcontractor of the Services; or (c) any act or omission of any sub-subcontractor of any tier, suppliers, laborers, or any other person, firm, or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of the Services. Subcontractor's duty of indemnity under this Article 4 shall not be limited by the types or amounts of Insurance maintained by Subcontractor or Subcontractor's sub-subcontractors of any tier. Subcontractor acknowledges and agrees that The Center may offset the amount of any indemnification payment due pursuant to this Article 4 against any amounts otherwise due and payable to Subcontractor in connection with this Agreement including but not limited to amounts otherwise due and payable under Section 2.01. The provisions of this Article 4 shall survive the expiration or earlier termination of this Agreement.

4.02. Indemnification – Patent and Intellectual Property. Subcontractor shall indemnify, defend, and hold harmless the Center and the Funder from and against any and all suits, actions, legal, or administrative

proceedings, claims, allegations, causes of action, demands, damages, liabilities, interest, attorneys' fees, costs, expenses, and losses of any kind or nature to the extent arising from any concepts, products, designs, equipment, materials, processes, copyrighted materials, or confidential information furnished by Subcontractor under this Agreement that is alleged to or actually infringes any patent or copyrighted material or is claimed to be or determined to be a theft of trade secrets. If use of any part of such concept, product, design, equipment, material, process, copyrighted material, or confidential information is limited or prohibited, Subcontractor shall, at its sole expense, procure the necessary licenses to use the infringing concept, product, design, equipment, material, process, copyrighted material or confidential information or, with prior written approval from the Center or Funder, replace it with substantially equal but non-infringing concepts, products, designs, equipment, materials, processes, copyrighted material, or confidential information, provided:

(a) any substituted or modified concepts, products, designs, equipment, materials, processes, copyrighted material, or confidential information shall meet all the requirements and be subject to all the provisions of this Subcontract; and

(b) any replacement or modification shall not modify or relieve Subcontractor of its obligations under this Agreement.

The foregoing obligation shall not apply to any concept, product, design, equipment, material, process, copyrighted material, or confidential information that has been furnished in writing by the Center or Funder to Subcontractor.

5. NONDISCRIMINATION

5.01. Subcontractor agrees that Subcontractor and its employees, agents, and sub-subcontractors of any tier, if any, shall comply with all applicable federal, state, and local anti-discrimination laws, regulations, and ordinances, and shall not unlawfully discriminate, harass, or allow harassment against any of its employees or applicants for employment, any employees or agents of The Center, or any recipient of Services contemplated to be provided or provided under this Agreement, based on race, ancestry, marital status, color, religious creed, political belief, national origin, ethnic group identification, gender, sexual orientation, age, medical condition (including HIV and AIDS), or physical or mental disability. Subcontractor shall ensure that the evaluation and treatment of employees and applicants for employment, The Center employees and agents, and recipients of Services are free from such discrimination and harassment.

5.02. Subcontractor represents that is in compliance with and covenants that it will continue to comply with the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101 *et seq.*), the Fair Employment and Housing Act (Government Code § 12900 *et seq.*), and regulations and guidelines issued pursuant thereto.

5.03. Subcontractor agrees to compile data, maintain records, post required notices, and submit reports, to evidence compliance with or permit effective enforcement of laws and this Article 5, and shall upon request by The Center provide evidence of compliance with this Article 5.

5.04. Subcontractor shall include the complete terms of this Article 5 in all sub-subcontracts of any tier arising out of or related to this Agreement.

6. TERMINATION OF AGREEMENT

6.01. Termination for Convenience. The Center may, upon ten (10) days' prior written notice to Subcontractor, terminate this Agreement for any reason or for no reason. The Center will incur no liability to

Subcontractor by reason of termination pursuant to this Section 6.01; provided, however, that Subcontractor may be paid, in accordance with the payment procedures and requirements of this Agreement including Section 2.01 of this **Attachment 1**, for Services satisfactorily performed prior to the termination date and approved by The Center. In the event of termination under this Section 6.01, Subcontractor shall not be entitled to payment, including any overhead and/or profit, for Services not performed.

6.02. Termination on Occurrence of Stated Events. This Agreement will terminate automatically on the occurrence of any of the following events:

- (a) Default under Section 6.03; or
- (b) Disability or death of Subcontractor; or
- (c) Expiration or earlier termination of the Prime Contract.

Notwithstanding any contrary provision in this Agreement, if The Center determines that it has not received or will not receive any portion of anticipated funding for this Agreement, then The Center may in its sole discretion, upon five (5) business days' prior notice to Subcontractor and without any liability to Subcontractor (a) revise the scope of the Services, or (b) terminate this Agreement.

6.03. Termination for Default.

(a) Subcontractor Default. If Subcontractor defaults in the performance of any of its obligations under this Agreement or materially breaches any provision of the Agreement, The Center may terminate this Agreement, after providing to Subcontractor five (5) business days' notice of the default or breach and Subcontractor's failure to completely cure the default or breach within such five (5)-business day time period. Termination will take effect upon communication of the notice of termination in accordance with Section 8.04.

(b) The Center Default. If The Center defaults in its obligation to pay any approved amount due to Subcontractor under Section 2.01 within thirty (30) days following the date such payment is due, Subcontractor may terminate this Agreement by fifteen (15) days' prior written notice to The Center; provided, however, that if The Center pays the amount due within such fifteen (15)-day period, the Agreement shall continue in full force and effect as if no such default had occurred.

7. CONFIDENTIALITY

7.01. Definitions. For purposes of this Agreement:

(a) "Confidential Information" means all non-public or proprietary information disclosed before, on, or after the Effective Date, by The Center to Subcontractor, or deliverables provided by Subcontractor to The Center hereunder, whether disclosed orally or disclosed or accessed in written, electronic, or other form or media, and whether or not marked, designated, or otherwise identified as "confidential," including, without limitation: research, plans, or other information regarding The Center's or Subcontractor's program and operations, lists of Affiliates (defined in Section 7.01(b) below), identities of Affiliates, software, developments, inventions, processes, formulas, technology, designs, drawings, marketing, finances, or other business information; and

(b) "Affiliates" means, for purposes of this Article 7 and with respect to The Center, any partners, investors, donors, or third-party providers of goods or services to The Center, or any third parties to whom The Center provides goods or services.

7.02. Confidentiality Obligations. At all times during the Term and thereafter, Subcontractor will: (a) use best efforts to protect and safeguard the confidentiality of all Confidential Information, (b) not access or use any

Confidential Information, or cause or permit Confidential Information to be accessed or used, for any purpose other than in connection with compliance with this Agreement, (c) not disclose or cause or permit Confidential Information to be disclosed in any manner (except as may be required by law or pursuant to court order, provided that such disclosure does not exceed the extent of disclosure required by such law or court order), directly or indirectly, to any third person or entity, (d) immediately notify The Center of any breach of this Section 7.02 including without limitation unauthorized disclosure of Confidential Information, and (e) fully cooperate in any effort undertaken by The Center to enforce its rights under this Section 7.02. On the expiration or earlier termination of this Agreement, Subcontractor will promptly return to The Center all Confidential Information in its possession.

7.03. Compliance with FAR 52.203-19. Notwithstanding the foregoing provisions of this Article 7 or anything contained in this Agreement to the contrary, the parties shall fully comply with the requirements of FAR 52.203-19, which implements Section 743 of the *Consolidated and Further Continuing Appropriations Act of 2015*, Pub. L. 113-235 (Dec. 6, 2014). As a result, nothing contained in this Article 7 or its subparts is intended, or should be interpreted or construed, to prevent Subcontractor or the Center's employees and/or subcontractors from reporting instances of waste, fraud or abuse on a federal contract, in accordance with FAR 52.203-19(b).

7.04. Subcontractors. The terms of this Article 7 shall extend to and bind Subcontractor's employees, agents, sub-subcontractors of any tier, and partners.

8. GENERAL PROVISIONS

8.01. Survival. The terms and conditions of Section 1.02 (Status of Subcontractor), Section 1.07 (Payment of Taxes), Article 3 (Representations, Warranties, and Covenants of Subcontractor), Article 4 (Indemnity), Article 7 (Confidentiality), and this Article 8 (General Provisions), of **Attachment 1**, will survive the expiration or earlier termination of this Agreement.

8.02. Assignment. Subcontractor may not assign any of its rights, or delegate or subcontract any of its obligations, under this Agreement without the prior written consent of The Center. Any assignment or delegation in violation of the foregoing will be deemed null and void. Subject to the limitations contained in this Section 8.02, this Agreement will inure to the benefit of, be binding on, and be enforceable against each of the parties and their respective successors and permitted assigns.

8.03. Force Majeure. Notwithstanding any provision of this Agreement to the contrary, in the event that performance by either party of any obligation under this Agreement is prevented, restricted, delayed, or interrupted by reason of any circumstance beyond the reasonable control and without the fault or negligence of the party affected, and which circumstance could not have been reasonably foreseen by said party, then upon prompt notice to the other party the affected party will be excused from performance to the extent and for the duration of such prevention, restriction, delay, or interruption. For avoidance of doubt, such circumstances shall not include the following (this is not intended to be a complete list): economic hardship; inability to obtain or delayed availability of sufficient labor or materials, unless due to an industry-wide materials shortage or labor strike; changes in market conditions; or non-catastrophic climatic conditions and geological events.

8.04. Notices. Any notices, consents, waivers, and other communications hereunder must be in a writing and may be effected by: (a) personal delivery, (b) mail, registered or certified, postage prepaid with return receipt requested, or (c) electronic transmission ("e-mail") that provides for proof of receipt, to the parties at the addresses appearing below the parties' signature blocks to this Agreement. Either party may change such addresses by giving written notice to the other party in accordance with this Section 8.04. Notices delivered personally will be deemed communicated upon receipt; mailed notices will be deemed communicated as of the earlier of the day of receipt or the third (3rd) day after mailing; and e-mailed notices will be deemed communicated as of the time shown on the proof of receipt.

8.05. Amendments. No amendment to or modification of this Agreement will be effective unless it is in writing, identified as an amendment to or modification of this Agreement, and signed by the parties hereto.

8.06. Entire Agreement of the Parties. This Agreement, together with the attachments hereto, constitutes the sole and entire agreement of the parties with respect to the subject matter hereof and supersedes any and all prior and contemporaneous understandings, agreements, representations, and warranties, whether oral or written, with respect to such subject matter.

8.07. Partial Invalidity. If any provision of this Agreement is held by a court of competent jurisdiction or arbitrator to be invalid, void, or unenforceable, the remaining provisions will continue in full force and effect without being impaired or invalidated in any way.

8.08. Attorneys' Fees. If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing party will be entitled to reasonable attorneys' fees, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which that party may be entitled.

8.09. Personnel and Work Rules. Subcontractor shall employ only competent, skilled, and properly trained personnel to perform the Services, and shall remove any Subcontractor personnel determined to be unfit for duty or to be acting in violation of any provision of this Agreement or the Prime Contract. In the event any Subcontractor personnel is removed pursuant to this provision, Subcontractor shall promptly replace such individual with another who is fully competent, skilled, and properly trained to perform the Services.

8.10. Equal Opportunity / Anti-Discrimination. The Center is an equal opportunity employer. Subcontractor represents it is currently in compliance with and shall continue to comply with all federal, state, and local laws and regulations applicable to the Services. Such laws include but are not limited to the following: Title VII of the Civil Rights Act of 1964 as amended; the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101 *et seq.*); The Rehabilitation Act of 1973 (29 U.S.C. § 701 *et seq.*), including but not limited to Sections 503 and 504; and the Fair Employment and Housing Act (Cal. Gov. Code § 12900 *et seq.*). Subcontractor shall not discriminate against any sub-subcontractor of any tier, employee, or applicant for employment, based on age, race, color, national origin, ancestry, religion, sex/gender, sexual orientation, mental disability, physical disability, medical condition, political beliefs, organizational affiliations, marital status, or any other characteristic contained in the foregoing provisions, laws and regulations as they currently exist or may be amended from time to time.

8.11. Immigration Laws. Subcontractor shall comply with immigration laws of the United States relating to Subcontractor's employees and other personnel performing any portion of the Services. Subcontractor certifies that all such personnel shall be authorized by law to work in the United States and have presented documentation to Subcontractor that establishes both identity and work authorization in accordance with applicable immigration laws and regulations.

8.12. Wage and Hour Regulations. At its sole cost and expense, Subcontractor shall comply with all wage and hour laws, rules, and regulations applicable to the Services, including but not limited to The Fair Labor Standards Act, and applicable state or local statutory or regulatory provisions, wage orders, ordinances, and determinations. Upon request by The Center, Subcontractor shall provide Personnel Activity Reports, certified payroll reports, timecards, or other certifications to verify Subcontractor's compliance with this Section and applicable law.

8.13. Uniform Guidance Procurement Standards. Subcontractor shall comply with all applicable procurement standards set forth at 2 C.F.R. § 200 *et seq.*

8.14. Licenses, Registration, Representations and Certifications. At all times, Subcontractor shall be properly registered and licensed to conduct business in the jurisdiction where the Services are to be performed and shall, upon request by The Center, demonstrate that it is not subject to any debarment lists and is registered through the System for Award Management (SAM.gov) portal, and shall at its sole expense provide to The Center upon request any necessary representations and certifications, including, without limitation, as requested by The Center, to demonstrate compliance with this Section.

8.15. Subcontractor Policies and Procedures. Upon request by The Center at any time, Subcontractor shall produce a copy of its employee handbook, policies, and procedures demonstrating implementation and compliance with rules and regulations applicable to the Services.

8.16. Further Assurances. Upon request by The Center at any time, Subcontractor shall provide further assurances including documentation, certification, or other writing requested by The Center, confirming its compliance with applicable laws, rules, and regulations, the Prime Contract, and this Agreement.

8.17. Safety. Subcontractor will obtain and utilize all safety equipment required by law or reasonably necessary for the provision of the Services, including without limitation personal protective equipment, the expense of which safety equipment shall be borne by Subcontractor. Subcontractor will comply with all applicable provisions of OSHA regulations and industry standards. Additionally, Subcontractor and Subcontractor employees shall comply with The Center's safety rules, plans, and procedures applicable to performance of the Services. Subcontractor will provide to The Center a safety plan ("Safety Plan") upon demand by the Center. The Safety Plan will include the following: safety training required for Subcontractor's employees; emergency training required for Subcontractor's employees; procedures for reporting and mitigating hazards and accidents in the Services work area; experience modification rate; the North American Industrial Classification System (NAICS) code of Subcontractor, as well as the NAICS national average rate for incidents in the code of Subcontractor, Subcontractor's OSHA recordable incident rate, including total case incident rate and lost day rate; and acknowledgement that Subcontractor and/or Subcontractor's employee may be removed at The Center's discretion for violation of The Center's safety policies and procedures.

8.18. Governing Law, Jurisdiction, and Venue. This Agreement will be governed by and construed in accordance with the laws of the State of California, without giving effect to any conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any other jurisdiction than the State of California. Subject to the Dispute Resolution Provisions set forth in **Attachment 5**, any action or proceeding by either of the parties to enforce this Agreement shall be brought only in any state or federal court located in the City and County of Sacramento, California. The parties irrevocably submit to the exclusive jurisdiction of such courts and waive the defense of inconvenient forum to the maintenance of any action or proceeding in such venue.

8.19. Dispute Resolution. Any claim, dispute, or other matter arising out of or related to this Agreement (a "Dispute") shall be subject to resolution pursuant to the Dispute Resolution Provisions set forth in **Attachment 5** attached hereto and incorporated herein.

8.20. Counterparts. This Agreement may be executed in counterparts, each of which will be deemed an original (including copies sent to a party by facsimile or email transmission) as against the party signing such counterpart, but which together will constitute one and the same instrument.

8.21. Headings. The section headings contained in this Agreement are for convenience only and shall not in any way be deemed to limit, construe, alter, or otherwise affect the meaning or interpretation of any section.

ATTACHMENT 2

Scope of Services

The purpose of this project is to develop or enhance the behavioral health telehealth infrastructure of organizations providing mental health or substance use disorder services and address the needs of individuals with substance use disorders, and/or serious mental illness, or with serious emotional disturbances.

| Required | Task | Deliverable | Timeframe |
|----------------------------------|--|--|--|
| ✓ Required for all Subrecipients | Complete subrecipient grant program onboarding | Webinar attendance | December 2021 |
| ✓ Required for all Subrecipients | Administrative Requirements including submission of narrative and budget reports that address progress toward meeting desired outcomes indicated in the grant application. | 1. Progress Report 2. Final Report | March 30, 2022 November 30, 2022 |
| ✓ | <u>Equipment</u> Increase telehealth infrastructure for behavioral health services indicated in the approved budget for equipment enhancements including one or more of the following: · equipment, electronic accessories, software, and furniture. | · Equipment purchased · Equipment tagged · Equipment Disposition | Effective start date – November 30, 2022 |
| Not applicable. | <u>Training</u> Complete provider focused telehealth training as indicated in the grant application and approved budget. | Verification of training completion by staff. Verification may include certificates of completion and receipts. | Effective start date – November 30, 2022 |
| Not applicable. | <u>IT Support</u> IT Support for software and equipment installation, technical trouble shooting, and learning related to Telehealth. | Receipt for services | Effective start date – November 30, 2022 |

ATTACHMENT 3
Budget
MAT SOR 2 CVT

Applicant Organization: Plumas County Behavioral Health

Site Name: County Annex Building - 270 County Hospital Road

SUD or MH Opportunity: MH Telehealth

Requested Budget

Telehealth Infrastructure

| | | |
|-------------------------------|----------------------|---------------------|
| 1 | 25 HP Desktop Towers | \$30,000.00 |
| 2 | 13 HP Laptops | \$23,000.00 |
| 3 | 8 Webcams | \$800.00 |
| 4 | 7 Monitors | \$2,200.00 |
| 5 | EHR Software | \$35,000.00 |
| 6 | EHR Licenses | \$9,000.00 |
| 7 | | |
| 8 | | |
| Total Requested Budget | | \$100,000.00 |

THE CENTER BUDGET JUSTIFICATION

For each line item allocated in the Excel budget, please describe below how the funds were calculated and how they will be used for the project.

Organization/Site Name: Plumas County Behavioral Health/ County Annex Building
SUD/MH Opportunity: MH Telehealth

Telehealth Line Item

Plumas County Behavioral Health (PCBH) is grateful to apply for the Telehealth Expansion Grant. PCBH is requesting a total of \$100,000 to expand its telehealth infrastructure. The Department has some existing infrastructure, but most of it was quickly assembled during the Covid-19 pandemic in order to quickly provide services to clients remotely. PCBH plans to use the grant funding to better design and implement a more complete and cohesive system.

At this time, the majority of the PCBH staff computers are still operating on the older Windows XP operating system (OS). This OS will soon be retired by Microsoft and is prone to security issues. PCBH will utilize the grant to replace the 25 computer towers used by clinical staff at a cost of \$30,000. In addition to the towers, PCBH will add 8 webcams (\$800) and update 7 monitors (\$2,200) for clinical staff to provide more telehealth services. PCBH also plans to use the grant to purchase 13 HP laptops (\$23,000) so that clinical staff will be able to provide services to clients in the field as needed and update treatment plans and notes without having to return to the office. Considering the large size, and dispersed population of Plumas County, this will make PCBH more efficient and provide better service to the rural population.

In addition to hardware upgrades, PCBH also plans to utilize grant funds to implement a new Electronic Health Records (EHR) system. The new system will allow clients access to a mobile app, patient portal, and appointment reminders. The new EHR will allow clinical staff to better manage and document client appointments, real time eligibility verification, the ability to take notes and update clinical plans while meeting clients in off-site locations. The new EHR also provides Electronic Medication Administration (eMAR) and Health Information Exchange Functionality (HIE), bringing the Department into compliance with new California State requirements. PCBH is requesting \$35,000 for software costs and \$9,000 for licensing of the new HER. The balance of the actual upgrade cost will be paid for through department funding and the additional SUD grant opportunity.

ATTACHMENT 4

Insurance Requirements

1. **INSURANCE.** Subcontractor shall, at Subcontractor's sole cost and expense and with insurers reasonably approved by The Center with respect to any policy required hereunder, maintain in full force and effect for the entire term of this Agreement the following types of insurance:
 - a. **Commercial General Liability Insurance.** Subcontractor shall procure and maintain Commercial General Liability insurance written on an occurrence basis (Insurance Services Office, Form CG 00 01 or equivalent), limits of at least \$1,000,000 per occurrence and at least \$2,000,000 products/completed operations with a \$2,000,000 general aggregate limit. Subcontractor shall not provide general liability insurance under any Claims Made General Liability form and will require The Center's approval if Subcontractor's General Liability policy contains a deductible greater than \$25,000. The General Liability Insurance policy must expressly cover, without limitation, all liability to third parties arising out of or related to Subcontractor's services or other activities associated with this Agreement, including, without limitation, Subcontractor's obligations under the Indemnification section set forth in Article 4 of **Attachment 1**.
 - b. **Additional Insureds added to General Liability Policy.** Sierra Health Foundation: Center for Health Program Management, the Funder, Sierra Health Foundation, and their respective officers, directors, agents, representatives, constituent entities, affiliates, volunteers, officials, parents, subsidiaries, governing boards, and employees shall be added as Insureds ("Additional Insureds") under each commercial general liability policy identified in the preceding paragraph above. Specifically, the policy shall include a combination of ISO forms CG2010 10/04 and CG 2037 10/04 or is equivalent. Furthermore, the policy shall apply as primary insurance and that any other insurance coverage carried by or otherwise available to an "Additional Insured" will be excess only and will not contribute with this insurance.
 - c. **Professional E&O Insurance.** Subcontractor shall procure and maintain, for a period of five (5) years following completion of this Agreement, errors and omissions liability insurance appropriate to their profession. Such insurance shall be in an amount not less than \$1,000,000 per claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Subcontractor in this Agreement.
 - d. **Improper Sexual Contact and Physical Abuse Insurance.** Subcontractor shall procure and maintain Sexual Abuse/Physical Abuse insurance coverage in an amount not less than \$1,000,000 per claim. The date of the inception of the policy must be no later than the first date of the anticipated work under this Agreement. It shall provide coverage for the duration of this Agreement and shall be maintained twenty-four (24) months after expiration or earlier termination of this Agreement.
 - e. **Workers Compensation Insurance.** Subcontractor shall procure and maintain Workers Compensation Insurance with minimum limits of \$1,000,000 each for bodily injury by accident (per accident per person), bodily injury by disease (policy limit) and bodily injury by disease (each employee). Subcontractor must maintain such a policy and provide The Center with a certificate of insurance that includes a waiver of subrogation endorsement.
 - f. **Automobile Insurance.** Subcontractor shall procure and maintain Automobile Liability Insurance, including liability for all owned, hired and non-owned vehicles, with minimum limits of \$1,000,000 combined single limit per occurrence; such coverage must be for (A) "any auto" or (B) "all owned autos, hired autos and non-owned autos". Furthermore, in the event that ten or more passengers are to be transported in any one such motor vehicle, the operator will also hold a State of California Class B driver's license and the Subcontractor must possess automobile liability insurance in the amount of

\$5,000,000 per occurrence for bodily injury and property damage combined. Said insurance must be obtained and made effective upon the delivery date of any motor vehicle reimbursed with grant funds made available under this Agreement. Such insurance shall cover liability arising out of a motor vehicle including owned, hired and non-owned vehicles. Subcontractor agrees to include an Additional Insured Endorsement naming Sierra Health Foundation: Center for Health Program Management, the Funder, Sierra Health Foundation, and their respective officers, directors, agents, representatives, constituent entities, affiliates, volunteers, officials, parents, subsidiaries, governing boards, and employees as additional insureds under ISO form CA 2048 or equivalent. Subcontractor will, as soon as practicable, furnish a copy of the certificate of insurance to The Center. The certificate of insurance will identify The Center contract number referenced on the signature page hereto.

- g. **Cyber liability insurance**, including first-party costs, due to an electronic breach that compromises Subcontractor's confidential data shall have a minimum limit per occurrence of \$1,000,000. Claims made coverage is acceptable. Such coverage must include:
- o Defense, indemnity and legal costs associated with regulatory breach (including HIPAA), negligence or breach of contract.
 - o Administrative expenses for forensic expenses and legal services.
 - o Crisis management expenses for printing, advertising, mailing of materials and travel costs of crisis management firm, including notification expenses.
 - o Identity event service expenses for identity theft education, assistance, credit file monitoring to mitigate effects of personal identity event, post event services.

The date of the inception of the policy must be no later than the first date of the anticipated work under this Agreement. It shall provide coverage for the duration of this Agreement and shall be maintained twenty-four (24) months after expiration of this Agreement.

- h. **General Insurance Provisions.** Subcontractor agrees to provide, at least thirty (30) days prior to the expiration date of said insurance coverage, a copy of a new certificate of insurance evidencing continued coverage on an annual basis. Subcontractor's general liability, auto liability and Professional insurance must be issued by responsible insurance companies, maintaining an A.M. Best's Rating of A-VI or better. Upon failure of Subcontractor to furnish, deliver and maintain such insurance as above provided, this contract, at the election of The Center, may be suspended, discontinued or terminated. Failure of Subcontractor to purchase and/or maintain any required insurance shall not relieve Subcontractor from any liability or indemnification under the Agreement.

ATTACHMENT 5

Dispute Resolution Provisions

Any Dispute directly or indirectly involving the Funder shall be subject to resolution pursuant to the dispute resolution provisions of the Prime Contract. In addition, Disputes between The Center and Subcontractor that involve other third parties shall be governed, at the sole option of The Center, by the dispute resolution provisions applicable to the dispute as between The Center and such third parties. In the event of a Dispute between the parties to this Agreement that does not directly or indirectly involve the Funder, or such other third parties as to which The Center elects not to so employ the dispute resolution provisions unique to such third-party disputes, the following provisions of this **Attachment 5** shall govern resolution of the Dispute.

a) Meet and Confer. In the event of any Dispute, a party shall first send written notice of the Dispute to the other party (a "Dispute Notice"). The parties shall first attempt to meet and confer in good faith to resolve by negotiation and consultation any Dispute set forth in the Dispute Notice. If a Dispute is not resolved within fifteen (15) business days after one party delivers the Dispute Notice to the other party, whether or not the parties (and/or their authorized representatives) meet and confer, either party may proceed pursuant to the procedures set forth below in this **Attachment 5**.

b) Procedure. The Dispute shall be decided by general reference procedures pursuant to Code of Civil Procedure Section 638, as modified by the provisions of this **Attachment 5**, and any subsequent provisions mutually agreed upon in writing by the parties. Any variations from the statutory reference procedures set forth herein shall be deemed to be a stipulation by the parties to such revised procedures. Should any court or referee determine that the procedures set forth herein violate any statute, case law, rule or regulation, the terms of such statute, case law, rule or regulation shall control and govern.

c) Commencement. The general reference proceeding shall be commenced by a request or a motion filed with the Presiding Judge of the Superior Court of the County of Sacramento, State of California ("Court"). Except to the extent modified herein, the reference shall be conducted in accordance with California law, including, but not limited to, the Code of Civil Procedure and the Evidence Code.

d) Referee. The referee appointed by the Court shall be a retired judge who has served at least five (5) years in the courts of the State of California. The Court shall appoint only one referee. Subject to the award of fees and costs to the prevailing party in the general reference, The Center on the one hand, and Subcontractor, on the other hand, shall pay one-half (1/2) of the expenses of the general reference at the rate set by the Court pursuant to Code of Civil Procedure Sections 645.1 and 1023. In no event shall either The Center or Subcontractor be liable to the other for consequential, speculative, or punitive damages, and the referee shall not have the power to award such damages. The referee shall not have the right to convene a jury to be the trier of fact of any controversy hereunder. TO THE EXTENT PERMITTED BY LAW ALL PARTIES HERETO HEREBY WAIVE A JURY TRIAL OR PROCEEDING IN CONNECTION WITH ANY DISPUTE ARISING OUT OF THIS AGREEMENT.

e) Location of References. All general reference proceedings hereunder shall, unless all parties hereto otherwise agree, be conducted in a mutually agreeable location in the County of Sacramento, State of California.

f) Provisional Relief. Any party may, without waiving the right to general reference, prior to the time a referee is appointed by the Court, apply directly to the Court for provisional relief including, but not limited to, the filing of a complaint for the purpose of recording a lis pendens, attachment, receivership, injunction and motions to expunge a lis pendens. At such time as the Court has appointed a referee, the Court may transfer any such proceeding for provisional relief to the referee for disposition.

g) Discovery. Within twenty (20) days after appointment of the referee, each of The Center and Subcontractor shall serve on the other party all documents relevant to the Dispute and all documents that the party intends to offer as evidence during the reference proceedings. Each party shall be entitled to take one discovery deposition of each other party, to take three non-party depositions, and to propound twenty-five (25) special interrogatories pursuant to Code of Civil Procedure Section 2030.030. The parties shall provide to the referee and to all other parties, within forty-five (45) days after appointment of the referee, a list of expert witnesses who will provide opinion testimony. The parties shall be entitled to depose any designated expert prior to the commencement of the hearing. The referee shall resolve any discovery disputes between the parties. The general reference hearing must commence within three (3) months after appointment of the referee. The referee shall report his or her findings to the Court in the form of a statement of decision within twenty (20) days after the close of testimony, pursuant to Code of Civil Procedure Section 643. The Court shall enter judgment based upon the statement of decision.

h) Costs and Expenses. The referee shall be authorized to award costs of the general reference, including, without limitation, attorneys' fees, expert fees, and fees assessed by the referee, to the prevailing party. The referee shall also be authorized to order other provisional and equitable remedies.

NOTICE: BY INITIALING IN THE SPACE BELOW, YOU ARE AGREEING TO HAVE ANY DISPUTE SUBJECT TO THE GENERAL REFERENCE PROCEEDING PROVISIONS SET FORTH IN THIS ATTACHMENT 5 HEARD BEFORE A REFEREE AND NOT A JUDGE, AND YOU ARE GIVING UP ANY RIGHTS YOU MIGHT POSSESS TO HAVE THE DISPUTE LITIGATED IN A COURT OR BEFORE A JURY. BY INITIALING IN THE SPACE BELOW, YOU ARE GIVING UP SOME OF YOUR RIGHTS TO DISCOVERY, BUT WILL RETAIN YOUR RIGHTS OF APPEAL. IF YOU REFUSE TO SUBMIT TO GENERAL REFERENCE PROCEEDING AFTER AGREEING TO THIS PROVISION, YOU MAY BE COMPELLED TO PARTICIPATE IN THE GENERAL REFERENCE PROCEEDING UNDER THE AUTHORITY OF THE CALIFORNIA CODE OF CIVIL PROCEDURE. YOUR AGREEMENT TO THIS GENERAL REFERENCE PROVISION IS VOLUNTARY.

WE HAVE READ AND UNDERSTAND THE FOREGOING PROVISION AND VOLUNTARILY AGREE TO SUBMIT DISPUTES, OTHER THAN THOSE EXPRESSLY EXCLUDED ABOVE, TO A GENERAL REFERENCE PROCEEDING BEFORE A REFEREE, RATHER THAN A COURT OR JURY PROCEEDING.

_____ Initials (The Center)

_____ Initials (Subcontractor)

ATTACHMENT 6

Certification Regarding Debarment and Suspension

Subcontractor agrees to comply with 5 U.S.C. §§ 1501-1508, 31 U.S.C. §1352 and 45 CFR Part 76.100 (Code of Federal Regulations), which provides that federal funds may not be used for any contracted services if Subcontractor is debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency.

I (We) certify to the best of my (our) knowledge and belief, that Subcontractor named below and its principals:

1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
2. Have not within a three (3)-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
3. Are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (2) of this certification;
4. Have not within a three (3)-year period preceding this application/proposal/Agreement had one or more public transactions (federal, state, or local) terminated for cause or default;
5. Shall notify The Center within ten (10) days of receipt of notification that Subcontractor is subject to any proposed or pending debarment, suspension, indictments or termination of a public transaction;
6. Shall obtain a certification regarding debarment and suspension from any of its sub-subcontractors who will be performing Services that are funded in any part through this Agreement; and
7. Hereby agree to terminate immediately any sub-subcontractor's services that will be/are funded through this Agreement, upon discovery that the sub-subcontractor is ineligible or voluntarily excluded from covered transactions by any federal department or agency.

Subcontractor: _____

BY: _____

DATE: _____

ATTACHMENT 7

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Subcontractor, _____, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Subcontractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Signature of Subcontractor's Authorized Official

Name and Title of Subcontractor's Authorized Official

Date

ATTACHMENT 8

Schedule of Federal Funds

There are Federal funds in this contract. Subcontractor is a subrecipient. Federal funding details for this contract are as follows:

| Catalog of Federal Domestic Assistance (CFDA) Title | CFDA# | Award Name and Federal Award Identification Number (FAIN) | Award Year | Federal Awarding Agency | Funding Amount |
|--|--------|---|------------|-------------------------|----------------|
| Coronavirus Response and Relief Supplemental Appropriations Act; Block Grants for Community Mental Health Services | 93.958 | B09SM083945 | 2021 | SAMSHA | \$100,000.00 |
| | | | | | |

Total Federal Funds in this contract: **\$100,000.00**

Were funds awarded for research and development activities? No

Subcontractor's (Subrecipient's) DUNS Number is: **117385979**

Subcontractor shall comply with all Federal requirements including OMB requirements for Single Audits, in addition to The Center audit requirements for the purposes of contract monitoring as stated in this Agreement, as applicable.

At the sole discretion of The Center, the dollar amount payable under each Federal Funder in above may be changed upon written notice from The Center to Subcontractor so long as payments do not exceed the maximum total payment amount in accordance with this agreement.

ATTACHMENT 9

Personally Identifiable Information

(When required as indicated in the Attachment checkboxes on page 2.)

Personally Identifiable Information. Subcontractor must comply with 2 C.F.R. 200.303(e) and take reasonable measures to safeguard protected personally identifiable information (PII), as defined by federal law, including, but not limited to, in 2 C.F.R. 200.79 and 2 C.F.R. 200.82, and other information designated as sensitive consistent with applicable federal, state, local, and tribal laws regarding privacy and obligations of confidentiality.

Protected PII is as defined by federal law and includes, as an example only, an individual's first name or first initial and last name in combination with any one or more of types of information, including, but not limited to, social security number, passport number, credit card numbers, clearances, bank numbers, biometrics, date and place of birth, mother's maiden name, criminal, medical and financial records, educational transcripts. This does not include PII that is required by law to be disclosed.

ATTACHMENT 10

Confidentiality

Subcontractor acknowledges and agrees that Subcontractor will collect, access, use, and maintain confidential, personal, private, and/or sensitive information in the course of performance of the Services. In addition to and notwithstanding or in lieu of the provisions of Section 7 (Confidentiality) of Attachment 1 to the Agreement, Subcontractor agrees to comply with the provisions of this Attachment 10 as follows:

1. Sensitive Information. For purposes of this Agreement, "Sensitive Information" shall mean any information, including data deemed confidential, personal or private for which loss, alteration, misuse or disclosure could adversely affect the interests of the individual.
2. Confidentiality Obligations. At all times during the Term and thereafter, Subcontractor will: (a) use all commercially reasonable means to protect and safeguard the confidentiality of all Sensitive Information; (b) not collect, access, use, or retain any Sensitive Information, or cause or permit Sensitive Information to be collected, accessed, used, or retained, for any purpose other than as required in connection with Subcontractor's performance of the Services; (c) not publish, transfer, sell, or otherwise disclose or cause or permit disclosure of Sensitive Information, directly or indirectly, to any third person or entity, except (i) as may be required by law or court order, provided that such disclosure shall not exceed the extent of disclosure required by such law or court order, and Subcontractor shall give immediate prior notice to The Center upon receipt of such order, or (ii) with the prior written consent of the party providing or disclosing the Sensitive Information (d) immediately notify The Center of any breach of the provisions of this Attachment 10, including without limitation any unauthorized disclosure of Sensitive Information; (e) comply with all statutes, ordinances, regulations, and rules, whether state, federal, or local, applicable to Sensitive Information; and (f) fully cooperate in any effort undertaken by The Center to enforce the obligations set forth in this Attachment 10.
3. Reporting. Prior to collecting Sensitive Information from any party to whom Subcontractor or its representatives, agents or subcontractors provides goods or services under or related to the Agreement or the Services or any such party who is seeking or inquiring about such goods or service ("Client"), Subcontractor will obtain from such Client a signed, written consent or other documented and retrievable consent to the collection, handling, transmission, use, and retention of the Sensitive Information by Subcontractor in the course of performance of the Services.
4. Training. Subcontractor represents and warrants that all persons who collect, handle, access, transmit, or maintain Sensitive Information on behalf of Subcontractor during the Term or thereafter will receive prior training and information, which training protocol and information shall be approved in advance by The Center, to enable such persons to fully comply with all applicable statutes, ordinances, regulations, or rules, whether state, federal, or local, regarding the access, collection, use, handling, and transmission of Sensitive Information, and the requirements of this Attachment 10.
5. Obligation to Inform Clients of Rights. Subcontractor will ensure that each person who collects Sensitive Information on behalf of Subcontractor shall fully disclose to each Client the Client's rights under the law and under the terms of this Agreement with respect to Sensitive Information, including without limitation any rights to opt-out of collection, use, disclosure, or retention of Sensitive Information.
6. Designation of Contact Person. Subcontractor shall identify one individual (the "Contact Person") to be responsible for communicating with The Center regarding and ensuring Subcontractor's compliance with the terms of this Attachment 10. However, the Contact Person's performance or nonperformance of his or her duties or responsibilities shall in no way mitigate or lessen Subcontractor's obligations under this Attachment 10. Subcontractor shall provide written notice to The Center of the identity of the Contact Person within fourteen

(14) days following execution of the Agreement. Subcontractor shall provide five (5) days' prior written notice to The Center of any change in the designated Contact Person.

7. Records; Audit. Subcontractor agrees to maintain and make available to The Center upon request all books, files, and other records relative to Subcontractor's collection, handling, transmission, and use of Sensitive Information, including, but not limited to, the signed consents described in Sections 2 and 3, above. Subcontractor shall permit The Center upon request to audit and examine such books and records for the purpose of monitoring, assessing, and otherwise ensuring Subcontractor's compliance with this Attachment 10. The records produced by Subcontractor for audit and examination shall not include any Sensitive Information. Subcontractor's obligations and responsibilities under this Section 7 are in addition to, and not in lieu of, its obligations and responsibilities set forth in Section 1.09 of Attachment 1 to the Agreement.

8. Notice of Breach or Claim. Subcontractor shall immediately (and in any case no later than within five (5) business days) notify The Center in writing of (a) the discovery of any unauthorized disclosure of Sensitive Information, or (b) the receipt by Subcontractor of knowledge of any claim made regarding the collection, handling, transmission, or use of Sensitive Information.

9. Indemnity. To the fullest extent permitted by law, Subcontractor agrees to indemnify, defend, and hold harmless the Indemnitees from and against all claims, demands, losses, costs, expenses, obligations, liabilities, damages, recoveries, and deficiencies (including, without limitation, interest, penalties, attorneys' fees, and costs) arising out of or connected with or relating to any breach or failure to comply by Subcontractor of or with any representation, warranty, covenant, or other obligation set forth in this Attachment 10. Subcontractor's duty of indemnity under this Section 9 shall not be limited by the types or amounts of Insurance maintained by Subcontractor or Subcontractor's sub-subcontractors of any tier. Subcontractor acknowledges and agrees that The Center may offset the amount of any indemnification payment due pursuant to this Section 9 against any amounts otherwise due and payable to Subcontractor in connection with the Agreement including but not limited to amounts due and payable under the Agreement. Subcontractor's obligations and responsibilities under this Section 9 are in addition to, and not in lieu of, its obligations and responsibilities set forth in Section 4 of Attachment 1 to the Agreement.

10. Subcontractors. The terms of this Attachment 10 shall extend to and bind Subcontractor's employees, agents, partners, and sub-subcontractors of any tier.

11. Survival. The provisions of this Attachment 10 shall survive the expiration or earlier termination of this Agreement.

ATTACHMENT 11

Additional Provisions

The Subcontractor is responsible for flow down requirements from the Funder as described in the prime contract.

F. Data Collection and Performance Measures

1. The Contractor shall collect, or direct its subgrantees to collect, all data elements identified below. These data elements shall be reported by the Contractor to DHCS.

a. Report Metrics

- i. Progress Narrative Report - Shall include accomplishments, summary of progress with meeting desired outcomes stated in the application, and summary of barriers and challenges.
- ii. Final Narrative Report - Shall include accomplishments, summary of progress with meeting desired outcomes stated in the application, and summary of barriers and challenges encountered throughout the implementation of the BHTEP project. The summary of challenges shall include specific scenarios that arose throughout the contract.
- iii. Final Financial Report.

H. Monitoring BHTEP Grantees

1. The Contractor shall develop mechanisms and processes to oversee and monitor the BHTEP to ensure compliance with contractual obligations.

2. Monitoring activities can include virtual onsite visits, desk reviews, etc. The Contractor shall be responsible for conducting a sampling of onsite visits and desk reviews of BHTEP subcontractors to protect against fraud and abuse throughout the term of the contract.

8. Monitoring and Site Inspections

A. The Contractor and/or Subcontractors shall be subject to monitoring by DHCS for compliance with the provisions of this contract. Such monitoring activities shall include, but are not limited to, inspection of the Contractor's and/or Subcontractors' services, procedures, books, and records, as DHCS deems appropriate. DHCS may conduct monitoring activities at any time during the Contractor's and/or Subcontractors' normal business hours.

B. DHCS shall conduct a review of the Contractor's and/or Subcontractors' records to determine if any of the claimed expenditures were an improper use of grant funds.

C. The refusal of the Contractor and/or Subcontractors to permit access to physical facilities and/or inspection of any documents, files, books, or records necessary for DHCS to complete its monitoring and inspection activities constitutes an express and immediate material breach of this contract and will be a sufficient basis to terminate the contract for cause.

9. Subcontractor Non-Compliance

A. If the Subcontractor fails to comply with Federal statutes, regulations, or the terms and conditions of the grant, The Center may impose additional conditions on the sub award, including:

1. Withholding authority to proceed to the next phase until receipt of evidence acceptable performance within a given performance period;
2. Requiring additional or more detailed financial reports;
3. Requiring technical or management assistance; and/or
4. Establishing additional prior approvals.

B. If The Center determines that the Subcontractor's noncompliance cannot be remedied by imposing additional conditions, The Center may take one or more of the following actions:

1. Temporarily withhold cash payments pending correction of the deficiency by the Contractor.

2. Disallow all or part of the cost of the activity or action not in compliance.
3. Wholly or partly suspend the Contract activities or terminate the Contract.
4. Recommend that suspension or debarment proceedings be initiated by the Federal awarding agency.
5. Withhold further Contracts.
6. Take other remedies that may be legally available.

10. Federal Requirements

The Subcontractor shall comply with the following Federal laws:

- A. Title VI of the Civil Rights Act of 1964, section 2000d, as amended.
- B. Age Discrimination Act of 1975 (45 CFR Part 90).
- C. Section 1557 of the Affordable Care Act.
- D. Title II of the Americans with Disabilities Act of 1990 (28 CFR Part 35).
 1. California Government Code section 11135 codifies the protections of Title II of the Americans with Disabilities Act.
- E. Section 504 of the Rehabilitation Act of 1973.
- F. Trafficking Victims Protection Act of 2000 (22 USC 7104(G), as amended, and 2 CFR Part 175.
- G. Clean Air Act (42 USC 7401 - 7671q) and the Federal Water Pollution Control Act (33 USC 1251-1387), as amended.
- H. Byrd Anti-Lobbying Amendment (31 USC 1352).
 1. The Subcontractor shall certify to The Center that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC 1352. The Contractor shall also disclose to DHCS any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.
- I. Confidentiality of Alcohol and Drug Abuse Patient Records (42 CFR Part 2, Subparts A- E).
 1. The Contractor shall comply with the regulations set forth in 42 CFR Part 2, including the responsibility for assuring the security and confidentiality of all electronically transmitted patient material.

Attachment 12

Special Terms and Conditions for Federal Awards

The Subcontractor must comply with flow down requirements from the Funder as described in the prime contract Special Terms and Conditions, notwithstanding provisions 4 g., 5, 6, 16, 17, 18, 23, 24, 30 and 31 which do not apply to this agreement.

The Special Terms and Conditions for Federal Awards can be accessed here:

<https://www.shfcenter.org/assets/MAT-SOR2-CVT-Attachment-12-Special-Terms-and-Conditions-for-Federal-Awards.pdf>.

ATTACHMENT 13
CERTIFICATION REGARDING LOBBYING

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making, awarding or entering into of this Federal contract, Federal grant, or cooperative agreement, and the extension, continuation, renewal, amendment, or modification of this Federal contract, grant, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency of the United States Government, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities" in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontractor's, subcontracts, and contracts under cooperative agreements) of \$100,000 or more, and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S.C., any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Name of Contractor

Printed Name of Person Signing for Contractor

Contract Number

Signature of Person Signing for Contractor

Date

Title

ATTACHMENT 14 DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

Approved by OMB

0348-0046

(See reverse for public burden disclosure.)

| | | | | | |
|---|--|---|--|--|--|
| 1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance | | 2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award | | 3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____ | |
| 4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known: Congressional District, if known: | | | 5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime: Congressional District, if known: | | |
| 6. Federal Department/Agency: | | | 7. Federal Program Name/Description: CFDA Number, if applicable: _____ | | |
| 8. Federal Action Number, if known: | | | 9. Award Amount, if known: \$ _____ | | |
| 10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI): | | | b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI): | | |
| 11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. | | | Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____ | | |
| Federal Use Only: | | | | Authorized for Local Reproduction Standard Form LLL (Rev. 7-97) | |

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

ATTACHMENT 15

Business Associate Agreement

The Business Associate (Subcontractor) and The Center have entered into an agreement pursuant to which Business Associate and The Center have agreed to provide certain services to or on behalf of the Department of Health Care Services (DHCS). The following conditions apply to the extent that performance of the project by Subcontractor results in Subcontractor having access to or gathering Protected Health Information or Personal Information as defined in paragraph 4.1 below:

1. This Agreement has been determined to constitute a business associate relationship under the Health Insurance Portability and Accountability Act (HIPAA) and its implementing privacy and security regulations at 45 Code of Federal Regulations, Parts 160 and 164 (collectively, and as used in this Agreement).
2. The term "Agreement" as used in this document refers to and includes both this Business Associate Subcontractor Agreement and the contract to which this Business Associate Subcontractor Agreement is attached as an exhibit, if any.
3. For purposes of this Agreement, the term "Business Associate" shall have the same meaning as set forth in 45 CFR section 160.103.
4. DHCS intends that The Center and Subcontractor may create, receive, maintain, transmit or aggregate certain information pursuant to the terms of this Agreement, some of which information may constitute Protected Health Information (PHI) and/or confidential information protected by Federal and/or state laws.
 - 4.1 As used in this Agreement and unless otherwise stated, the term "PHI" refers to and includes both "PHI" as defined at 45 CFR section 160.103 and Personal Information (PI) as defined in the Information Practices Act at California Civil Code section 1798.3(a). PHI includes information in any form, including paper, oral, and electronic.
 - 4.2 As used in this Agreement, the term "confidential information" refers to information not otherwise defined as PHI in Section 4.1 of this Agreement, but to which state and/or federal privacy and/or security protections apply.
5. Subcontractor (however named elsewhere in this Agreement) is the Business Associate of The Center acting on The Center's behalf and provides services or arranges, performs, or assists in the performance of functions or activities on behalf of The Center, and may create, receive, maintain, transmit, aggregate, use or disclose PHI (collectively, "use or disclose PHI") in order to fulfill Subcontractor's obligations under this Agreement. Subcontractor and The Center are each a party to this Agreement and are collectively referred to as the "parties."
6. The terms used in this Agreement, but not otherwise defined, shall have the same meanings as those terms in HIPAA. Any reference to statutory or regulatory language shall be to such language as in effect or as amended.
7. **Permitted Uses and Disclosures of PHI by Subcontractor.** Except as otherwise indicated in this Agreement, Subcontractor may use or disclose PHI only to perform functions, activities or services specified in this Agreement on behalf of The Center, provided that such use or disclosure would not violate HIPAA if done by

DHCS or The Center.

7.1 Specific Use and Disclosure Provisions. Except as otherwise indicated in this Agreement, Subcontractor may use and disclose PHI if necessary, for the proper management and administration of the Subcontractor or to carry out the legal responsibilities of the Subcontractor. Subcontractor may disclose PHI for this purpose if the disclosure is required by law, or the Subcontractor obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies the Subcontractor of any instances of which it is aware that the confidentiality of the information has been breached.

8. Compliance with Other Applicable Law

8.1 To the extent that other state and/or federal laws provide additional, stricter and/or more protective (collectively, more protective) privacy and/or security protections to PHI or other confidential information covered under this Agreement beyond those provided through HIPAA, Subcontractor agrees:

8.1.1 To comply with the more protective of the privacy and security standards set forth in applicable state or federal laws to the extent such standards provide a greater degree of protection and security than HIPAA or are otherwise more favorable to the individuals whose information is concerned; and

8.1.2 To treat any violation of such additional and/or more protective standards as a breach or security incident, as appropriate, pursuant to Section 18. of this Agreement.

8.2 Examples of laws that provide additional and/or stricter privacy protections to certain types of PHI and/or confidential information, as defined in Section 4. of this Agreement, include, but are not limited to the Information Practices Act, California Civil Code sections 1798-1798.78, Confidentiality of Alcohol and Drug Abuse Patient Records, 42 CFR Part 2, Welfare and Institutions Code section 5328, and California Health and Safety Code section 11845.5.

8.3 If Subcontractor is a Qualified Service Organization (QSO) as defined in 42 CFR section 2.11, Subcontractor agrees to be bound by and comply with subdivisions (2)(i) and (2)(ii) under the definition of QSO in 42 CFR section 2.11.

9. Additional Responsibilities of Subcontractor

9.1 Nondisclosure. Subcontractor shall not use or disclose PHI or other confidential information other than as permitted or required by this Agreement or as required by law.

9.2 Safeguards and Security.

9.2.1 Subcontractor shall use safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of PHI and other confidential data and comply, where applicable, with subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of the information other than as provided for by this Agreement. Such safeguards shall be, at a minimum, at Federal Information Processing Standards (FIPS) Publication 199 protection levels.

9.2.2 Subcontractor shall, at a minimum, utilize an industry-recognized security framework when selecting and implementing its security controls, and shall maintain continuous compliance

with its selected framework as it may be updated from time to time. Examples of industry-recognized security frameworks include but are not limited to

9.2.2.1 NIST SP 800-53 – National Institute of Standards and Technology Special Publication 800-53

9.2.2.2 FedRAMP – Federal Risk and Authorization Management Program

9.2.2.3 PCI – PCI Security Standards Council

9.2.2.4 ISO/IEC 27002 – International Organization for Standardization / International Electrotechnical Commission standard 27002

9.2.2.5 IRS PUB 1075 – Internal Revenue Service Publication 1075

9.2.2.6 HITRUST CSF – HITRUST Common Security Framework

9.2.3 Subcontractor shall maintain, at a minimum, industry standards for transmission and storage of PHI and other confidential information.

9.2.4 Subcontractor shall apply security patches and upgrades, and keep virus software up-to-date, on all systems on which PHI and other confidential information may be used.

9.2.5 Subcontractor shall ensure that all members of its workforce with access to PHI and/or other confidential information sign a confidentiality statement prior to access to such data. The statement must be renewed annually.

9.2.6 Subcontractor shall identify the security official who is responsible for the development and implementation of the policies and procedures required by 45 CFR Part 164, Subpart C.

9.3 Subcontractor's Agent. Subcontractor shall ensure that any agents, subcontractors, subgrantees, vendors or others (collectively, "agents") that use or disclose PHI and/or confidential information on behalf of Subcontractor agree to the same restrictions and conditions that apply to Subcontractor with respect to such PHI and/or confidential information.

10. Mitigation of Harmful Effects. Subcontractor shall mitigate, to the extent practicable, any harmful effect that is known to Subcontractor of a use or disclosure of PHI and other confidential information in violation of the requirements of this Agreement.

11. Access to PHI. Subcontractor shall make PHI available in accordance with 45 CFR section 164.524.

12. Amendment of PHI. Subcontractor shall make PHI available for amendment and incorporate any amendments to protected health information in accordance with 45 CFR section 164.526.

13. Accounting for Disclosures. Subcontractor shall make available the information required to provide an accounting of disclosures in accordance with 45 CFR section 164.528.

14. Compliance with DHCS Obligations. To the extent Subcontractor is to carry out an obligation of DHCS under 45 CFR Part 164, Subpart E, comply with the requirements of the subpart that apply to DHCS in the performance of such obligation.

15. Access to Practices, Books and Records. Subcontractor shall make its internal practices, books, and records relating to the use and disclosure of PHI on behalf of The Center available to The Center upon reasonable request, and to the federal Secretary of Health and Human Services for purposes of determining The

Centers' compliance with 45 CFR Part 164, Subpart E.

- 16. Return or Destroy PHI on Termination; Survival.** At termination of this Agreement, if feasible, Subcontractor shall return or destroy all PHI and other confidential information received from, or created or received by the Subcontractor on behalf of, The Center that Subcontractor still maintains in any form and retain no copies of such information. If return or destruction is not feasible, Subcontractor shall notify The Center of the conditions that make the return or destruction infeasible, and The Center and Subcontractor shall determine the terms and conditions under which Subcontractor may retain the PHI. If such return or destruction is not feasible, Subcontractor shall extend the protections of this Agreement to the information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.
- 17. Special Provision for SSA Data.** If Subcontractor receives data from or on behalf of The Center or DHCS that was verified by or provided by the Social Security Administration (SSA data) and is subject to an agreement between DHCS and SSA, Subcontractor shall provide, upon request by DHCS, a list of all employees and agents and employees who have access to such data, including employees and agents of its agents, to DHCS.
- 18. Breaches and Security Incidents.** Subcontractor shall implement reasonable systems for the discovery and prompt reporting of any breach or security incident, and take the following steps:

18.1 Notice to the Center.

- 18.1.1** Subcontractor shall notify The Center **immediately** upon the discovery of a suspected breach or security incident that involves SSA data. This notification will be provided by email upon discovery of the breach. If Subcontractor is unable to provide notification by email, then Subcontractor shall provide notice by telephone to The Center.
- 18.1.2** Subcontractor shall notify The Center **within 24 hours by email** (or by telephone if Subcontractor is unable to email The Center) of the discovery of:
 - 18.1.2.1** Unsecured PHI if the PHI is reasonably believed to have been accessed or acquired by an unauthorized person;
 - 18.1.2.2** Any suspected security incident which risks unauthorized access to PHI and/or other confidential information;
 - 18.1.2.3** Any intrusion or unauthorized access, use or disclosure of PHI in violation of this Agreement; or
 - 18.1.2.4** Potential loss of confidential data affecting this Agreement.
- 18.1.3** Notice shall be provided to the Program Contract Manager (as applicable).

Subcontractor shall work with The Center to meet The Center's reporting obligations to DHCS. Subcontractor agrees to assist The Center in completing the DHCS "Privacy Incident Reporting Form" ("PIR Form"; the initial notice of a security incident or breach that is submitted is referred to as an "Initial PIR Form") and shall assist in gathering all information known at the time the incident is reported. The form is available online at <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 PHI, Subcontractor shall take:

18.1.3.1 Prompt action to mitigate any risks or damages involved with the security incident or breach; and

18.1.3.2 Any action pertaining to such unauthorized disclosure required by applicable Federal and State law.

18.2 Investigation. Subcontractor shall immediately investigate such security incident or confidential breach.

18.3 Complete Report. Subcontractor shall assist The Center in providing a complete report of the investigation to their DHCS contacts within ten (10) working days of the discovery of the security incident or breach. This "Final PIR" must include any applicable additional information not included in the Initial Form. The Final PIR Form shall include an assessment of all known factors relevant to a determination of whether a breach occurred under HIPAA and other applicable federal and state laws. The report shall also include a full, detailed corrective action plan, including its implementation date and information on mitigation measures taken to halt and/or contain the improper use or disclosure. If DHCS requests information in addition to that requested through the PIR form, Subcontractor shall make reasonable efforts to assist The Center in providing DHCS with such information. A "Supplemental PIR" may be used to submit revised or additional information after the Final PIR is submitted. DHCS will review and approve or disapprove Subcontractor's determination of whether a breach occurred, whether the security incident or breach is reportable to the appropriate entities, if individual notifications are required, and Subcontractor's corrective action plan.

18.4 Notification of Individuals. If the cause of a breach is attributable to Subcontractor or its agents, Subcontractor shall notify individuals accordingly and shall pay all costs of such notifications, as well as all costs associated with the breach. The notifications shall comply with applicable federal and state law. DHCS shall approve the time, manner, and content of any such notifications and their review and approval must be obtained before the notifications are made.

18.5 Responsibility for Reporting of Breaches to Entities Other than DHCS. If the cause of a breach of PHI is attributable to Subcontractor or its agents, Subcontractor is responsible for all required reporting of the breach as required by applicable federal and state law.

18.6 The Center Contact Information. To direct communications to the above referenced Center staff, the Subcontractor shall initiate contact as indicated here. The Center reserves the right to make changes to the contact information below by giving written notice to Subcontractor. These changes shall not require an amendment to this Agreement.

Program Contract Manager
Nora Dunlap

Address:
1321 Garden Highway, Ste. 210
Sacramento, CA 95833

Email: ndunlap@sierrahealth.org

19. Responsibility of The Center. The Center agrees to not request the Subcontractor to use or disclose PHI in any manner that would not be permissible under HIPAA and/or other applicable federal and/or state law.

20. Audits, Inspection and Enforcement

20.1 From time to time, The Center may inspect the facilities, systems, books, and records of Subcontractor to monitor compliance with this Agreement. Subcontractor shall promptly remedy any violation of this Agreement and shall certify the same to The Center in writing. Whether or how The Center exercises this provision shall not in any respect relieve Subcontractor of its responsibility to comply with this Agreement.

20.2 If Subcontractor is the subject of an audit, compliance review, investigation or any proceeding that is related to the performance of its obligations pursuant to this Agreement, or is the subject of any judicial or administrative proceeding alleging a violation of HIPAA, Subcontractor shall promptly notify The Center unless it is legally prohibited from doing so.

21. Termination

21.1 Termination for Cause. Upon The Center's knowledge of a violation of this Agreement by Subcontractor, The Center may in its discretion:

21.1.1 Provide an opportunity for Subcontractor to cure the violation and terminate this Agreement if Subcontractor does not do so within the time specified by The Center; or

21.1.2 Terminate this Agreement if Subcontractor has violated a material term of this Agreement.

21.2 Judicial or Administrative Proceedings. The Center may terminate this Agreement if Subcontractor is found to have violated HIPAA, or stipulates or consents to any such conclusion, in any judicial or administrative proceeding.

22. Miscellaneous Provisions

22.1 Disclaimer. The Center makes no warranty or representation that compliance by Subcontractor with this Agreement will satisfy Subcontractor's business needs or compliance obligations. Subcontractor is solely responsible for all decisions made by Subcontractor regarding the safeguarding of PHI and other confidential information.

22.2. Amendment

22.2.1 Any provision of this Agreement which is in conflict with current or future applicable Federal or State laws is hereby amended to conform to the provisions of those laws. Such amendment of this Agreement shall be effective on the effective date of the laws necessitating it and shall be binding on the parties even though such amendment may not have been reduced to writing and formally agreed upon and executed by the parties.

22.2.2 Failure by Subcontractor to take necessary actions required by amendments to this Agreement under Section 22.2.1 shall constitute a material violation of this Agreement.

22.3 Assistance in Litigation or Administrative Proceedings. Subcontractor shall make itself and its employees and agents available to The Center and DHCS at no cost to The Center or DHCS to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against The Center or DHCS, its directors, officers and/or employees based upon claimed violation of

HIPAA, which involve inactions or actions by the Subcontractor.

- 22.4 No Third-Party Beneficiaries.** Nothing in this Agreement is intended to or shall confer, upon any third person any rights or remedies whatsoever.
- 22.5 Interpretation.** The terms and conditions in this Agreement shall be interpreted as broadly as necessary to implement and comply with HIPAA and other applicable laws.
- 22.6 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.
- 22.7 The Center's Business Associate Agreement with DHCS.** Subcontractor has received a copy of the Business Associate Addendum between DHCS and The Center and agrees to the same restrictions and conditions that apply to The Center with respect to such PHI and confidential information covered under that agreement.

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

Subcontractor

The Center

Date: _____

Date: _____



Plumas County Department of Information Technology

County Courthouse, 520 Main Street, Room 211
Quincy, California 95971
Phone: (530) 283-6336
Email: GregEllingson@countyofplumas.com

Greg Ellingson
Director of Information
Technology

DATE: January 31st, 2022
TO: Honorable Board of Supervisors
FROM: Greg Ellingson, Director of Information Technology

SUBJECT: **AGENDA ITEM FOR THE MEETING OF FEBRUARY 8th, 2022 RE:
APPROVAL OF PURCHASE AND PAYMENT FOR COHESITY BACKUP AND DISASTER RECOVERY
HARDWARE AND THREE YEARS OF SOFTWARE SUPPORT**

It is recommended that the Board:

1. Approve Item 1 below.

Item 1: Approval of payment for service/support specified below.

Background and Discussion:

Approval of payment to DGI for the purchase of Cohesity backup & disaster recovery hardware and three years of software support and licensing.

Cohesity addresses backup and recovery needs for the county providing resilient and reliable data protection. These backups are immutable and therefore cannot be corrupted and encrypted by ransomware or similar events that can cause backups to be unusable. Cohesity also allows for backups to be ran on its hardware for minimal system down time in case of the need due to hardware failure etc.

This is included in the 2021-2022 Information Technology Budget as well as being submitted as a ARPA request.

| Vendor | Description | Amount |
|--------|--|-------------|
| DGI | Cohesity Backup and Disaster Recovery Solution | \$63,902.65 |

Company:

COUNTY OF PLUMAS

Description:

Cohesity Backup and DR Solution - 3 Year

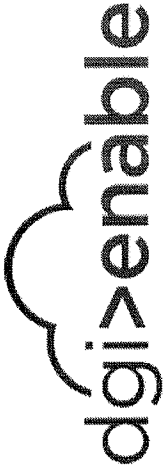


Proposal #27005

| | | |
|---|---|---|
| Bill To: COUNTY OF PLUMAS 520 MAIN ST RM 309 QUINCY, CA 95971-9115 | Ship To: COUNTY OF PLUMAS 520 MAIN ST RM 309 QUINCY, CA 95971-9115 | Sold To: COUNTY OF PLUMAS 520 MAIN ST RM 309 QUINCY, CA 95971-9115 |
| Created: 1/13/2022 Expires: 2/13/2022 Version: 1 | Account Manager: jjones Systems Engineer: estoxen | Payment Terms: Net 30 |

Product & Manufacturer Maintenance

| Line No | Qty | Product | SMARTnet | Unit Price | Ext'd Price | Tax |
|---------|-----|--|----------|-----------------------------|-------------|-----|
| 1 | 1 | C5016-10G-SFP-3 C5016-SFP THREE (3) NODE BLOCK WITH 36 TB SECURE ERASE HDD, 4.8 TB PCI-E FLASH, 192 GB RAM, 12X 10GBE SFP+ PCIE, 3X IPMI, HARDWARE ONLY | | 13,673.25 | 13,673.25 | T |
| 2 | 1 | CS-P-C5016-10G-SFP-3 PREMIUM (24X7) SUPPORT FOR C5016 - 3 Year | | 5,002.01 | 5,002.01 | |
| 3 | 24 | SUB-DATAPLAT-STD-3YR COHESITY DATAPLATFORM STANDARD EDITION SUBSCRIPTION (1TB). INTELLIGENT WEB-SCALE SOFTWARE FOR CONSOLIDATING SECONDARY DATA WITH MULTI-PROTOCOL ACCESS (NFS, S3 & SMB), REPLICATION, ACCESS MANAGEMENT, MONITORING, REST API, ENCRYPTION, SNAPSHOTS/CONES, GLO - 3 Year Term | | 846.00 | 20,304.00 | T |
| 4 | 6 | CBL-10G-LC-005 CABLE, 10G, LC/LC, OPTICAL, 5M | | 22.50 | 135.00 | T |
| 5 | 6 | ADP-SFP-10G-SR 10G SHORT-RANGE OPTICAL SFP+ ADAPTER | | 86.45 | 518.70 | T |
| 6 | 12 | SUB-DPRT-ULARC-3YR COHESITY DATAPROTECTA AND UNLIMITED ARCHIVEA ADD-ON SUBSCRIPTION (1 TB). BACKUP SOFTWARE FOR VIRTUAL AND PHYSICAL ENVIRONMENTS WITH ABILITY TO ARCHIVE UNLIMITED COPIES OF BACKED UP DATA TOA SUPPORTED EXTERNAL ARCHIVE TARGETS. | | 1,466.40 | 17,596.80 | |
| 7 | 1 | PS-INSTALL-SM-CLUS INSTALL ONE CLUSTER (3-8 NODES) OR UP TO THREE SINGLE NODE VE INSTANCES OR THREE NODES OF CLOUD EDITION. COHESITY SOFTWARE INSTALLATION ONLY. ENSURE READINESS TO CONFIGURE JOBS. INSTALLS MUST BE SAME SITE. EXPIRES 180 DAYS FROM PO. | | 3,960.00 | 3,960.00 | |
| | | | | Subtotal | \$61,189.76 | |
| | | | | Handling | \$2.00 | |
| | | | | Estimated Sales Tax (7.25%) | \$2,510.89 | |



Need more time to get important stuff done? Ask us about

| | | |
|-----------------------|--|-------------|
| | | |
| SMARTnet | | \$0.00 |
| Professional Services | | \$0.00 |
| Shipping | | \$200.00 |
| Total | | \$63,902.65 |



AGENDA REQUEST

For the February 8, 2022 meeting of the Plumas County Board of Supervisors

January 31, 2022

To: Honorable Board of Supervisors

From: Dana Loomis, Director of Public Health

Subject: Approve Amended Grant Agreement Number 17-10339 with the California Department of Public Health (CDPH) to receive funds used to assist local health departments in preventing and controlling vaccine-preventable diseases (VPD's) within local health jurisdictions, and authorize the Director of Public Health to sign the agreement.

Background:

The California Health and Safety Code requires Local Health Officers to take measures necessary to prevent the occurrence and spread of reportable communicable diseases; organize and maintain a program to make available the immunizations required for admittance to child care facilities and schools, and report to CDPH those diseases listed as reportable, which include vaccine-preventable diseases. Vaccine preventable diseases include diphtheria, hepatitis, influenza, measles, mumps, pertussis (whooping cough), polio, tetanus and others. California also continues to respond to the ongoing COVID-19 pandemic, including active measures to increase vaccination against COVID-19. Providing access to vaccines for all Californians, particularly those in communities that have been disproportionately burdened by the COVID-19 pandemic. Accordingly, and in the interest of public health, it is critical to provide increased vaccine-related services to the state's historically underserved communities. Based on these considerations, the CDPH offers funds to local health departments to assist in preventing and controlling vaccine-preventable diseases, including COVID-19, within their jurisdictions.

Agenda Request

For the February 8, 2022 meeting of the Plumas County Board of Supervisors

Subject: Approve Amended Grant Agreement Number 17-10339 with the California Department of Public Health (CDPH) to receive funds used to assist local health departments in preventing and controlling vaccine-preventable diseases (VPD's) within local health jurisdictions, and authorize the Director of Public Health to sign the agreement.

January 31, 2022

Page 2

The objectives of this program include: (1) prevention, surveillance and control of vaccine-preventable diseases; (2) improving vaccine access and coverage; (3) assessing and improving compliance with childcare and school immunization requirements; (4) assuring vaccine accountability and management; (5) reporting to immunization information systems, as well as preventing perinatal hepatitis B infection and maintaining preparedness for an influenza pandemic, and providing similar services for COVID-19 in response to the CARES Act. Originally, it was the intent of the CDPH to offer \$214,421 to local health agencies. Subsequently, an amendment was brought forward by the CDPH, bringing the total of funds to \$1,135,680.

As the CDPH requires signature acceptance by an authorized representative, the Department is requesting that the Board grant authority to the Public Health Director to sign the agreement.

The Agreement has been approved to form by County Counsel.

Recommendation:

Approve Amended Grant Agreement Number 17-10339 with the California Department of Public Health (CDPH) to receive funds used to assist local health departments in preventing and controlling vaccine-preventable diseases (VPD's) within local health jurisdictions, and authorize the Director of Public Health to sign the agreement.

CALIFORNIA IMMUNIZATION PROGRAM

Awarded By

THE CALIFORNIA DEPARTMENT OF PUBLIC HEALTH, hereinafter “Department”

TO

Plumas County Public Health Agency, hereinafter “Grantee”

Implementing the project, “To assist local health departments (LHDs) in preventing and controlling vaccine-preventable diseases (VPDs) in the local health jurisdiction (LHJ),” hereinafter “Project”

AMENDED GRANT AGREEMENT NUMBER 17-10339, A03

The Department amends this Grant and the Grantee accepts and agrees to use the Grant funds as follows:

AUTHORITY: The Department has authority to grant funds for the Project under Health and Safety Code, Section 120325-120380, which requires immunizations against childhood diseases prior to school admittance and Federal Grant numbers 6 NH23IP922612-02-02, 6 NH23IP922612-02-03, and 6 NH23IP922612-02-04.

PURPOSE FOR AMENDMENT: The purpose of the Grant amendment is to increase funding in the amount of \$1,135,680 for FY2021-22 to allow the Grantee to continue performing the same services identified in Exhibit A, Grant Application, and provide more of the same Coronavirus Disease 2019 services in response to the CARES ACT.

Amendments are shown as: Text additions are displayed in **bold and underline**. Text deletions are displayed as strike through text (i.e., ~~Strike~~).

AMENDED GRANT AMOUNT: this amendment is to increase the grant by \$1,135,680 and is amended to read: **\$1,350,101 (One Million Three Hundred Fifty Thousand One Hundred One Dollars)** ~~\$214,421 (Two Hundred Fourteen Thousand Four Hundred Twenty-One Dollars)~~.

Exhibit B – Budget Detail and Payment Provisions, paragraph 4.A. is hereby replaced as shown below.

4. Amounts Payable

A. The amounts payable under this Grant shall not exceed ~~\$214,421~~ **\$1,350,101**.

PROJECT REPRESENTATIVES. The Project Representatives during the term of this Grant will be:

| | |
|--|--|
| California Department of Public Health, Immunization Branch | Grantee: Plumas County Public Health Agency |
| Name: Noemi Marin | Name: Rebecca Guy-White |
| Address: 850 Marina Bay Pkwy., Bldg. P, 2 nd Floor | Address: 270 County Hospital Road, Suite 206 |
| City, ZIP: Richmond, CA 94804 | City, ZIP: Quincy, CA 95971 |
| Phone: (510) 620-3737 | Phone: (530) 283-6341 |
| Fax: (510) 620-3774 | Fax: (530) 283-6110 |
| E-mail: noemi.marin@cdph.ca.gov | E-mail: rebeccaeguy-white@countyofplumas.com |

Direct all inquiries to:

| | |
|--|--|
| California Department of Public Health, Immunization Branch | Grantee: Plumas County Public Health Agency |
| Attention: Rossana Ordonez | Attention: Rebecca Guy-White |
| Address: 850 Marina Bay Pkwy., Bldg. P, 2 nd Floor | Address: 270 County Hospital Road, Suite 206 |
| City, Zip: Richmond, CA 94804 | City, ZIP: Quincy, CA 95971 |
| Phone: (510) 620-3768 | Phone: (530) 283-6341 |
| Fax: (510) 620-3774 | Fax: (530) 283-6110 |
| E-mail: rossana.ordonez@cdph.ca.gov | E-mail: rebeccaeguy-white@countyofplumas.com |

All payments from CDPH to the Grantee; shall be sent to the following address:

| Remittance Address |
|--|
| Grantee: Plumas County Public Health Agency |
| Attention: Department Fiscal Officer II |
| Address: 270 County Hospital Road, Suite 206 |
| City, Zip: Quincy, CA 95971 |
| Phone: (530) 283-6362 |
| Fax: (530) 283-6110 |
| E-mail: debbie-robinson@countyofplumas.com |

Either party may make changes to the Project Representatives, or remittance address, by giving a written notice to the other party. Said changes shall not require an amendment to the agreement. Note: Remittance address changes will require the Grantee to submit a completed CDPH 9083 Governmental

Entity Taxpayer ID Form or STD 204 Payee Data Record Form which can be requested through the CDPH Project Representatives for processing.

All other terms and conditions of this Grant shall remain the same.

IN WITNESS THEREOF, the parties have executed this Grant on the dates set forth below.

Approved as to form:



Gretchen Stuhr
Plumas County Counsel

1/31/2022

Executed By:

Date:

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

Date:

Javier Sandoval, Chief
Contracts Management Unit
California Department of Public Health
1616 Capitol Avenue, Suite 74.262, MS 1802
P.O. Box 997377
Sacramento, CA 95899-7377



AGENDA REQUEST

For the February 8, 2022 meeting of the Plumas County Board of Supervisors

January 31, 2022

To: Honorable Board of Supervisors

From: Dana Loomis, Director of Public Health

Subject: Approve and direct the Chair to sign an MOU with Sierra Cascade Family Opportunities (SCFO) in the amount of \$4,000.00 retroactive to October 1, 2021, to provide school-based health education and prevention services.

Background:

The Department receives funds from the State of California under the CalFresh/SNAP-Ed program to provide nutritional education across the County, including at local schools.

The attached MOU with SCFO allows the Department of Public Health to obtain and implement CalFresh/SNAP-Ed approved education curriculum at local schools, which includes gardening education and activities.

Fiscal Impact:

There is no fiscal impact to the General Fund as this contract is fully funded through various programs in Public Health.

Recommendation:

The Director of Public Health respectfully recommends that the Board of Supervisors approve and direct the Chair to sign an MOU with Sierra Cascade Family Opportunities (SCFO) in the amount of \$4,000.00 retroactive to October 1, 2021.

MEMORANDUM OF UNDERSTANDING
BETWEEN PLUMAS COUNTY PUBLIC HEALTH AGENCY (PCPHA)
AND
SIERRA CASCADE FAMILY OPPORTUNITIES (SCFO)
TO PROVIDE SCHOOL BASED HEALTH EDUCATION AND PREVENTION SERVICES

This Memorandum of Understanding (MOU) between Plumas County Public Health Agency (PCPHA) and Sierra Cascade Family Opportunities (SCFO) is for the purpose of providing school based health education and prevention services.

1. Term of Agreement: The term of this MOU commences October 1, 2021 and shall remain in effect through September 30, 2022, unless terminated earlier by either party by giving a 30 day written notice to the other party. Plumas County's Board of Supervisors hereby ratifies, and approves for payment services provided by SCFO from October 1, 2021 to date of approval of this MOU by the Board of Supervisors.
2. PCPHA agrees to:
 - a. Provide \$1,000.00 to each Head Start or State Preschool operated under Sierra Cascade Family Opportunities (SCFO) in Quincy, Chester, Greenville (temporary location) and Portola.
 - b. Provide CalFresh/SNAP-Ed approved curriculum such as, but not limited to *Grow It, Try It, Like It!* to SCFO sites in Plumas County.
 - c. Provide technical assistance and supportive services for SCFO sites to implement CalFresh/SNAP-Ed approved curriculum in their child care settings.
3. SCFO agrees to:
 - a. Implement CalFresh/SNAP-Ed approved curriculum with fidelity such as, but not limited to, *Grow It, Try It, Like It! The basics* workbook and at least one other workbook from the *Grow it, Try it, Like it!* collection of their choosing.
 - i. Lessons will include gardening activities and taste tests as noted in (but not limited to) the workbooks.
 - ii. A minimum of 10 hours of curriculum, garden education, and taste tests will be implemented at each site, which can be broken up to multiple sessions.
 - b. Bi-Annually Subcontractor will provide PCPHA with documentation of each nutrition/garden education session provided, including dates & times lessons/curriculum taught, and teachers and classroom numbers (Session Logs).
4. Invoicing and Payment:
 - a. For services satisfactorily rendered, and upon receipt and approval of the invoice(s), the County of Plumas agrees to compensate SCFO in the amount Not to Exceed Four Thousand Dollars (\$4,000.00).

b. Invoice(s) Shall:

- 1) Bear the subcontractor name exactly as shown on the Agreement.
- 2) Bear the Agreement Number.
- 3) Identify the expense, billing and/or performance period covered on invoice

c. Invoice Schedule:

| Invoice | Description | Invoice Due |
|---------|---|--------------------------|
| #1 | October 1 st - December 31 st | January 15 th |
| #2 | January 1 st – March 31 st | April 15 th |
| #3 | April 1 st – June 30 th | July 15 th |
| #4 | July 1 st – September 30 th | October 15 th |

5. Confidentiality of Records: SCFO and PCPHA recognize that records relative to students, maintained by them respectively, are confidential pursuant to related provisions of federal and state law.

In witness hereof, the parties hereto have caused this MOU to be duly executed.

21-627 Approved



Sierra Cascade Family Opportunities
Early Childhood Development Programs

RESOLUTION

BE IT RESOLVED that the Governing Board of Sierra Cascade Family Opportunities authorizes entering into contracts & Memorandum's of Understanding in the course of doing business

And that the person who is listed below, is authorized to sign such transaction for the Governing Board. She is an authorized signatory for Sierra Cascade Family Opportunities.

Brenda Poteete, Executive Director

Brenda Poteete
Signature

PASSED AND ADOPTED THIS 21st day of January, 2022, by the Governing Board of Sierra Cascade Family Opportunities of Plumas County, California.

I Stephanie Riddle, President of the Governing Board of Sierra Cascade Family Opportunities, of Plumas, County California, certify that the foregoing is a full, true and correct copy of a resolution adopted by the said Board at a January 21, 2022 meeting thereof held at a regular public place of meeting and the resolution is on file in the office of said Board.

Stephanie Riddle
Board President

1-21-2022
Date

SIERRA CASCADE FAMILY OPPORTUNITY:

Brenda Poteet, Executive Director

Date

COUNTY OF PLUMAS:

Dana Loomis, Director
Plumas County Public Health Agency

Date

Approved as to form:



Joshua Brechtel
Deputy County Counsel I

1/24/2022

Kevin Goss Chair, Board of Supervisors


Date

Attest:

Heidi White, Clerk of the Board


Date

SIERRA CASCADE FAMILY OPPORTUNITY:


Brenda Poteet, Executive Director

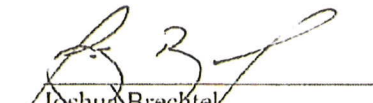
1/27/2022
Date

COUNTY OF PLUMAS:


Dana Loomis, Director
Plumas County Public Health Agency

1/28/22
Date

Approved as to form:


Joshua Brechtel
Deputy County Counsel I

1/24/2022

Kevin Goss Chair, Board of Supervisors

Date

Attest:

Heidi White, Clerk of the Board

Date

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 Robert Thorman, P.E., Assistant Director



CONSENT AGENDA REQUEST

For the February 8, 2022 meeting of the Plumas County Board of Supervisors

January 28, 2022

To: The Honorable Board of Supervisors
From: John Mannle, Director of Public Works 
Subject: Authorize execution of a Tree Removal Agreement between Plumas County and Clint's Tree Service in the lump sum amount of \$18,500.00

Background:

Plumas County Public Works (PCPW) recently requested sealed bids for the removal of four (4) trees within the town of Quincy. PCPW received three (3) bids. Clint's Tree Service is the low bidder at \$18,500.00, Jim West Tree Service is the second low bidder at \$19,500.00 and Joe Benigno Tree Service is the third low bidder at \$58,640.00.

The attached agreement has been approved as to form by County Council.

Policy Compliance:

This recommended action complies with the Plumas County Purchasing Policy.

Fiscal Impact:

The lump sum cost of \$18,500.00 for the Tree Removal Agreement between the County of Plumas and Clint's Tree Services will be paid out of the Approved Budget of the Department of Public Works General Budget.

Staff Recommendation:

The Director of Public Works respectfully recommends that the Board of Supervisors authorize the Chair of the Board of Supervisors to execute the Tree Removal Agreement between the County of Plumas and Clint's Tree Service for the lump sum amount of \$18,500.00.

Attachments:

Bid Award Recommendation, 01/25/2022.
Proposed Tree Removal Agreement

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 Robert Thorman, P.E., Assistant Director



Date: January 25, 2022
To: John Mannle
From: Mark Crews
Subject: Bid Award Recommendation – 2022 Quincy Tree Removal Project

Bob,

Public Works opened bids on January 21, 2022 for removal of 4 hazard trees in the town of Quincy. Mark Crews and Andrew Hammond reviewed the Bids. There were two (3) bids;

| | |
|--------------------------|-------------|
| Clint's Tree Service | \$18,500.00 |
| Jim West Tree Service | \$19,500.00 |
| Joe Benigno Tree Service | \$58,640.00 |

After review of the bids, it was determined that Clint's Tree Service is the lowest qualified bid.

I recommend proceeding with Clint's Tree Service.

Mark Crews

Tree Removal Agreement

This Agreement is made by and between the County of Plumas, a political subdivision of the State of California, by and through its **"Public Works Department"** (hereinafter referred to as "County"), and **Clint's Tree Service, Inc** (hereinafter referred to as "Contractor").

The parties agree as follows:

1. Scope of Work. Contractor shall provide County with materials and services as set forth in Exhibit A, attached hereto (hereinafter referred to as the "Work").
2. Compensation. County shall pay Contractor for the Work in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed Eighteen Thousand Five Hundred Dollars and 00/100 (\$18,500.00) (hereinafter referred to as the "Contract Amount"), unless the Contract Amount has been adjusted pursuant to Section 15 of this Agreement.
3. Commencement and Term. The date of commencement of the Work shall be the date of execution of this Agreement. Contractor shall complete the Work no later than May 31, 2022, subject to adjustment as stated in Sections 15 and 16. The Work Schedule is set forth in Exhibit C, attached hereto.
4. Termination.
 - a. By County for Cause. County may immediately terminate this Agreement for cause, upon written notice to Contractor, if Contractor (i) does not supply sufficient skilled workers or materials to ensure the timely and competent performance of the Work; (ii) fails to make payment to subcontractors for materials or labor in accordance with the respective agreements between Contractor and the subcontractors; (iii) violates any law, ordinance, rule, regulation, or order of a public authority having jurisdiction over Contractor, County, or this Agreement; or (iv) has committed any other substantial breach of this Agreement. If County terminates this Agreement for cause, then Contractor shall not be entitled to receive further payment from County other than for the value of the services and materials previously provided to County under this Agreement.
 - b. County's Remedies. Upon terminating this Agreement for cause, County may, without prejudice to any other rights or remedies held by County under this Agreement or applicable law, take possession of the site and all materials thereon owned by Contractor, and finish the Work by what whatever reasonable method County deems appropriate. If County's cost of finishing the Work under this paragraph exceeds the unpaid balance of the Contract Amount, Contractor shall pay the difference to County. This obligation for payment shall survive the termination of this Agreement.

- c. By County for Convenience. County may, at any time, terminate this Agreement for convenience and without cause. After terminating this Agreement for convenience, County shall pay Contractor the value of the services and materials previously provided to County under this Agreement as well as the costs incurred by Contractor by reason of such termination.
 - d. By Contractor. If County fails to make payment as provided in Exhibit B for a period of at least thirty (30) days after the date such payment is due and payable, then Contractor may, upon seven (7) additional days' written notice to County, terminate this Agreement. Upon such termination, County shall pay Contractor for any Work performed prior to termination as well as the costs incurred by Contractor by reason of such termination.
5. County's Right to Stop and Correct Work. County may direct the Contractor in writing to stop performing the Work until Contractor corrects previously performed Work that is not in accordance with this Agreement, as determined by County in its sole discretion. If Contractor does not commence and continue correction with diligence and promptness within seven (7) days after receiving written notice from County to do so, County may, without prejudice to any other rights or remedies held by County under this Agreement or applicable law, correct the Work by what whatever reasonable method County deems appropriate. In such case, the Contract Amount shall be adjusted to deduct the cost of this correction.
6. Supervision. Contractor shall supervise and direct the Work, using Contractor's best skill and attention. Contractor shall be solely responsible for and have control over the means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work. As soon as practicable after execution of this Agreement, Contractor shall furnish in writing to County the names of any subcontractors or suppliers Contractor intends to engage in performance of the Work. Contractor shall not contract with any subcontractor or supplier to whom County has made a timely and reasonable objection.
7. Labor and Materials. Unless other provided in this Agreement, Contractor shall provide and pay for all labor, materials, equipment, tools, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work. Contractor shall enforce strict discipline and good order among Contractor's employees and other persons performing the Work. Contractor shall not employ unfit persons to perform the Work or assign persons to perform tasks related to the Work that these persons are not properly skilled to perform.
8. Taxes. Contractor shall pay any sales, consumer, use, and similar taxes with respect to the materials and services furnished by Contractor under this Agreement.
9. Permits and Fees. Contractor shall obtain any permits, licenses, and inspections necessary for proper execution and completion of the Work. Fees incurred by Contractor with respect to these permits, licenses, and inspections shall be reimbursed by County. The above notwithstanding, Contractor represents and warrants to County that Contractor

shall, at its sole cost and expense, prepare and process through completion a "Public Agency, Public and Private Utility Right of Exemption" through the offices of CalFire.

10. Legal Notices. Contractor shall comply with any notices issued by any government agencies having jurisdiction over the Work. Contractor shall give any notices required by any government agencies having jurisdiction over the Work. If Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, then Contractor shall assume full responsibility for such Work and shall bear any costs attributable to such Work.
11. Use of Site. Contractor shall confine its operations at the Work site to areas permitted by law, ordinances, this Agreement, and County.
12. Cutting and Patching. Contractor shall be responsible for any cutting, fitting, or patching required to complete the Work or to make its parts fit together properly.
13. Clean Up. Contractor shall keep the premises and surrounding area free from accumulation of debris and trash related to the Work. At the completion of the Work, Contractor shall remove its tools, equipment, machinery, and surplus material.
14. Changes in the Work. County, without invalidating this Agreement, may approve changes in the Work within the general scope of this Agreement, consisting of additions, deletions, or other revisions. The Contract Amount under Section 2 and the time for completion of the Work under Section 3 shall be adjusted in writing to account for such changes, upon mutual agreement of County and Contractor.
15. Delays in Performance. If Contractor is delayed at any time in the progress of the Work by fire, unusual delay in deliveries, unavoidable casualties, or other causes beyond Contractor's control, then the time for completion of the Work under Section 3 shall be equitably adjusted.
16. Protection of Persons and Property. Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs, including all those required by law in connection with performance of the Work. Contractor shall take reasonable precautions to prevent damage, injury, or loss to employees performing the Work, the Work itself and materials and equipment to be incorporated therein, and other property at the Work site or adjacent thereto. Contractor shall promptly remedy damage and loss to property caused in whole or in part by Contractor, its officers, employees, agents, contractors, licensees or servants.
17. Tests and Inspections. Contractor shall arrange and bear the cost of tests, inspections, and approvals of any portion of the Work required by this Agreement or by laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities.
18. Prevailing Wage. Contractor shall comply with all provisions of the California Public Contract Code and the California Labor Code, including, without limitation, payment of prevailing wage rates to all covered employees of Contractor and any subcontractors pursuant to California Labor Code Sections 1770 through 1780, inclusive. Pursuant to

Section 1773 of the California Labor Code, the general prevailing wage rates in the county in which the work is to be done have been determined by the Director of the California Department of Industrial Relations. These wage rates for this project are in the book entitled, "Special Provisions, Notice to Contractors, Proposal and Contract." Addenda to modify wage rates, if necessary, will be issued to holders of the above referenced book. Future effective general prevailing wage rates, which have been predetermined, and are on file with the California Department of Industrial Relations, are referenced but not printed in the general prevailing wage rates. Pursuant to Section 1773.2 of the California Labor Code, General Prevailing Wage Rates included in the book entitled, "Special Provisions, Notice to Contractors. Proposal and Contract" shall be posted by Contractor at a prominent place at the site of the work.

19. Warranty 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.
20. 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.
21. 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 attorneys' 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, of County Parties. However, Contractor shall have no obligation to defend or indemnify County Parties against claims caused by the active negligence, sole negligence or willful misconduct of County Parties.
22. 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 thousands 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.

23. 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. In particular, Contractor represents that it holds a current and active license as a Class D49 Tree Service Contractor, issued by the State of California, No. 1068720.
24. Relationship of Parties. It is understood that Contractor is not acting hereunder as an employee of 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. Contractor shall secure, at its expense, and be responsible for any and all payments of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Contractor and its officers, agents, and employees.
25. Assignment. Contractor may not assign, subcontract, sublet, or transfer its interest in this Agreement without the prior written consent of County.
26. 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.
27. Choice of Law. The laws of the State of California shall govern this agreement and venue for any dispute shall lie in Plumas County, California.
28. 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.

29. 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.
30. 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.
31. 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.
32. 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.
33. Third Party Beneficiaries. This Agreement is entered into for the sole benefit of County and Contractor, and no other parties are intended to be direct or indirect or incidental beneficiaries of this Agreement, and no third party shall have any right in, under, or to this Agreement.
34. 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 County, County may immediately terminate this Agreement by giving written notice to Contractor.
35. 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:

John Mannle, Director of Public Works
1834 East Main Street
Quincy, CA 95971
(530) 283-6268
Attention: John Mannle, P.E., Director

Contractor:

Clint Tissot
Clint's Tree Service
P.O. Box 260
Chester, CA 96020

36. 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.
37. 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.
38. Retention of Records. Pursuant to California Government Code section 8546.7, the performance of any work under this Agreement is subject to the examination and audit of the State Auditor at the request of County or as part of any audit of 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 County or to the State Auditor upon the request of either the State Auditor or County.
39. 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, 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, County shall have the option to either cancel this Agreement with no further liability incurring to 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.

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

CONTRACTOR:

COUNTY OF PLUMAS

Clint Tissot CEO, CFO

Clint's Tree Service Inc.

Kevin Goss, Chair
Board of Supervisors

Date: _____

Attest:

By: _____ Date: _____
Heidi White
Clerk of the Board of Supervisors

Approved as to form:



Joshua Brechtel
Deputy County Counsel I

1/24/2022

EXHIBIT A

Scope of Work

1. Remove two (2) hazard trees adjacent to 1007 Bucks Lake Rd in Quincy, CA.
2. Remove one (1) hazard tree adjacent to 993 Bucks Lake Rd in Quincy, CA.
3. Remove one (1) hazard trees adjacent to 313 Oak Way in Quincy, CA.

EXHIBIT B

Fee Schedule

1. The Contract Amount, including authorized adjustments, is the total amount payable by County to Contractor for performance of the Work under this Agreement. No additional amounts will be paid to Contractor for performance of the Work except as expressly stated in this Agreement. The amount paid is not to exceed Eighteen Thousand Five Hundred Dollars and 00/100 (\$18,500.00).
2. Notwithstanding anything to the contrary in this Agreement, County shall make a single payment for all Work performed by Contractor following (i) completion of the Work by Contractor, (ii) satisfaction of Paragraph 6 of this Exhibit B, and (iii) invoice by Contractor to County. If Paragraph 6 of this Exhibit B has been satisfied, then County shall pay the Contract Amount, as adjusted pursuant to Section 15 of this Agreement, to Contractor within fifteen (15) days of County's receipt of Contractor's invoice. Upon completion of a service requested by County pursuant to this Agreement, Contractor shall provide a written invoice to County detailing the services performed and the amounts due for such services. County shall pay any undisputed amount invoiced within fifteen (15) days of County's receipt of Contractor's invoice.
3. Contractor shall promptly pay each subcontractor and supplier, upon receipt of payment from County, an amount determined in accordance with the terms of the applicable subcontracts and purchase orders.
4. County shall not have any responsibility to make payments to any subcontractor or supplier.
5. Any payment to Contractor or any partial or entire use or occupancy of the Work by County shall not constitute acceptance of Work not in accordance with the requirements of this Agreement.
6. Upon notice from Contractor that the Work is complete, County will inspect the Work. When (i) County determines the Work to be acceptable and this Agreement fully performed, (ii) Contractor provides to County data or documentation establishing payment or satisfaction of all obligations under this Agreement, and (iii) the Contractor submits to County a release and waiver of any Claims or liens arising out of this Agreement, then payment under this Agreement shall become payable by County. Acceptance of payment by Contractor, a subcontractor, or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of payment.

EXHIBIT C

Work Schedule

1. County desires to have all work completed by April 1, 2022. County understands, however, that weather may prohibit the completion of all work by April 1, 2022.
2. In any event, all work must be completed by May 31, 2022.



TODD JOHNS
SHERIFF/CORONER
DIRECTOR

Office of the Sheriff


Office of Emergency Services

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

Memorandum

DATE: February 1, 2022

TO: Honorable Board of Supervisors

FROM: Sheriff Todd Johns 

RE: Agenda Item for the meeting of February 8, 2022

Recommended Action:

Approve and sign the Agreement for Law Enforcement Services between the City of Portola, the County of Plumas and the Plumas County Sheriff's Office.

Background and Discussion:

The City of Portola does not maintain its own police department, therefore, the City contracts with the Plumas County Sheriff's Office to provide law enforcement services.

This agreement provides services such as enforcing City codes and ordinances that would not be enforced by the Sheriff's Office without it.

This amendment is for the period of July 1, 2021 - June 30, 2022 and the City has agreed to pay \$130,000.00 for services as per the agreement.

This agreement has been reviewed by County Counsel.

**AGREEMENT FOR LAW ENFORCEMENT SERVICES
BETWEEN THE CITY OF PORTOLA,
THE COUNTY OF PLUMAS,
AND THE PLUMAS COUNTY SHERIFF'S OFFICE**

THIS AGREEMENT ("Agreement") is made and entered into by and between the City of Portola, a municipal corporation organized and existing under the laws of the State of California ("City"), the County of Plumas, a political subdivision of the State of California ("County"), and the Plumas County Sheriff's Office ("PCSO"). City, County, and PCSO may be referred to hereinafter individually as "Party" or collectively as the "Parties" as the context may require.

For and in consideration of the mutual promises herein exchanged the Parties do hereby agree as follows:

1. TERM

1.1. Effective Dates. This Agreement shall be effective for a period of twelve (12) months from July 1, 2021 through June 30, 2022 unless terminated sooner as provided herein.

1.2. Renewal. At any time during the term of this Agreement the Parties may meet to evaluate the terms of this Agreement and may modify, approve and/or ratify any renewal of this Agreement to the effective date of such renewal. Any amendment shall be in writing and approved by City's City Council, County's Board of Supervisors, and the Plumas County Sheriff.

1.3. Termination. Notwithstanding the provisions of Paragraphs 1.1 and 1.2 above, any Party may terminate this Agreement upon notice in writing to the other Parties of not less than forty-five (45) days prior thereto. In the event that this Agreement is terminated for any reason, the obligations of the City and the County for mutual indemnification as set forth herein shall continue after any such termination.

1.4. Negotiations for Renewal or New Agreement. On a date to be mutually determined by and between the Parties hereto, but not more than forty-five (45) days prior to the termination date of this Agreement, the Parties shall meet and confer concerning the terms and conditions under which this Agreement might be extended or a successor agreement executed. This Section 1.4 shall be applicable without regard to the means of termination of the Agreement, whether expiration pursuant to Section 1.1 or termination pursuant to Section 1.3.

2. SCOPE OF SERVICE

2.1. Duties of County. The County agrees to provide, through the Sheriff thereof and PCSO, which agrees to furnish, some municipal police protection services, duties and functions customarily rendered by a city police department under the statutes of the State of California, within the corporate limits of the City of Portola to the extent and in the manner hereinafter set forth. Such services shall include the following:

2.1.1 Enforcement of State statutes.

- 2.1.2 General traffic enforcement.
- 2.1.3 Traffic accident investigation for accidents occurring within City limits and not falling under the jurisdiction of the California Highway Patrol.
- 2.1.4 Animal Control Services.
- 2.1.5 In the event the PCSO experiences a shortage of manpower and cannot fully staff itself, PCSO shall use its best efforts to continue to provide law enforcement services to the City pursuant to this Agreement and will not reduce services to the City any more than it reduces services in all of the unincorporated areas of the County.
- 2.1.6 All other police and law enforcement services as the Sheriff deems necessary to maintain law and order in the City.
- 2.1.7 All law enforcement services provided under this Agreement are subject to the operational standards and policies of PCSO.

2.2 Duties of City. During the term of this Agreement, the Sheriff shall function as the ex officio Chief of Police for the City, unless the Sheriff, with City's consent, delegates this function and designation to a subordinate officer of PCSO. The Chief shall confer with the City Manager on all questions related to the performance of the law enforcement services to the City, except as otherwise provided herein. All direction from City to the Sheriff shall come through the City Manager.

3. REPORTS AND MEETINGS

3.1 Reports. On a monthly basis, PCSO shall provide the City Manager with a written or oral review of law enforcement activities in City. Such reviews will address: (i) services performed; (ii) crime statistics; (iii) any major incidents occurring within City within the reporting period; (iv) trends in criminal activities;; and (v) any other information considered pertinent by PCSO. At no additional charge to the City, PCSO will, if requested, provide an in-person, verbal, quarterly report to the City Council, plus supplemental reports at any time that the City Manager or City Council requests additional information regarding major incidents or other significant law enforcement issues affecting City.

3.2 Prompt Notification of Serious Felonies. In the event that any serious felonies are committed within City limits, PCSO personnel shall so inform the City Manager as soon as is practicable. Serious felonies triggering this reporting requirement shall include, but not be limited to, homicide, manslaughter, armed robbery, arson, kidnapping, and sexual assault.

3.3 Meetings. PCSO administration personnel will meet with the City Manager when deemed necessary by any Party. Routine questions and concerns will be addressed by City to the sergeant stationed at the Portola substation. At no additional charge to the City, PCSO personnel

will attend meetings of City's City Council at least quarterly or as requested by the City Manager or City Council.

3.4 Grants. PCSO and the City of Portola will work together and collaborate on potential grant opportunities that will enhance law enforcement services inside the City of Portola.

4. SCHEDULING OF ASSIGNED DEPUTY

4.1 Hiring and Supervision. The responsibility for supervision of law enforcement services, hiring of personnel, establishing standards of performance, assignment of personnel, maintaining discipline, determining training required, maintaining personnel files, and other matters relating to the performance of services and control of personnel, shall remain with County. County is bound to abide by bargaining agreements covering County employees performing services hereunder. The City Manager will consult with PCSO regarding PCSO's scheduling and performance under this Agreement.

4.2 Investigations and Complaints. Internal Affairs investigations and citizen complaints concerning performance of services under this Agreement shall be handled and investigated by PCSO.

5. EMPLOYMENT STATUS OF ASSIGNED DEPUTY(S)

5.1 Personnel Remain County Employees. All persons employed by County to perform services pursuant to this Agreement shall be and remain County employees and shall, at all times, be under the direction and control of County. All persons employed by County to perform services pursuant to this Agreement shall be entitled solely to the rights and privileges given to County employees, and shall not be entitled, as a result of providing services required hereunder, to any rights or privileges given to City employees.

5.2 Limited Agency Relationship. For the purpose of performing services under this Agreement, and for the purpose of giving official status to the performance thereof where necessary, every County employee engaged in the performance of any service hereunder shall be deemed to be an agent of City while performing services for City, which services are within the scope of this Agreement and are purely municipal functions. Notwithstanding the agency relationship created by this provision, City shall not be liable for any act or omission of any County employee unless otherwise specifically provided elsewhere in this Agreement.

5.3 Responsibility for Direct Payment of Compensation. City shall not be liable for the direct payment of any salaries, wages, other compensation or benefits to any County personnel performing services hereunder for County or any liability other than that provided for in this Agreement.

6. COMPENSATION FOR SERVICES RENDERED

6.1 Base Payment. City shall compensate the County of Plumas a sum of \$130,000.00 (one hundred and thirty thousand dollars for the law enforcement services provided under this

Agreement. Payment shall be made no later than 30 days after the City receives COPS funding from the State of California remitted through the County, typically in January, April, and July.

6.2 Credits.

- 6.2.1 Collection of Fees and Charges. All fees collected by PCSO related to the provision of services provided under this Agreement shall be credited to City on a pro rata basis and accounted for on a monthly basis.
- 6.2.2 Fines and Forfeitures of Bail. Fines and forfeitures of bail under Penal Code Section 1463 et seq. resulting from services performed under this Agreement shall be distributed as though the persons performing services under this Agreement were employees of City.
- 6.2.3 City Exempt from Fees. The City shall be exempt from and shall not be obligated to pay any fees for alarm permits, alarm activation or response to alarms by the Sheriff's Department for any building or facility owned by the City.

6.3 Substation Lease. As additional consideration for the services provided under this Agreement, City shall lease the building located at 324 South Gulling Street in City to PCSO for use as a substation, pursuant to the terms and conditions of the Lease pertaining thereto.

7. **INDEMNIFICATION**

7.1. Claims Arising from Sole Acts or Omissions of County. County hereby agrees to defend and indemnify City, its agents, officers and employees (hereinafter collectively referred to in this paragraph as "City"), from any claim, action or proceeding against City, arising solely out of the acts or omissions of County in the performance of this Agreement. At its sole discretion, City may participate at its own expense in the defense of any claim, action or proceeding, but such participation shall not relieve County of any obligation imposed by this Agreement. City shall notify County promptly of any claim, action or proceeding and cooperate fully in the defense.

7.2. Claims Arising From Sole Acts or Omissions of City. The City hereby agrees to defend and indemnify County, its agents, officers and employees, (hereinafter collectively referred to in this paragraph as "County"), from any claim, action or proceeding against County, arising solely out of the acts or omissions of City in the performance of this Agreement. At its sole discretion, County may participate at its own expense in the defense of any claim, action or proceeding, but such participation shall not relieve City of any obligation imposed by this Agreement. County shall notify City promptly of any claim, action or proceeding and cooperate fully in the defense.

7.3. Claims Arising From Concurrent Acts or Omissions. County hereby agrees to defend itself, and the City hereby agrees to defend itself, from any claim, action or proceeding arising out of the concurrent acts or omissions of County and City. In such cases, County and City

agree to retain their own legal counsel, bear their own defense costs, and waive their right to seek reimbursement of such costs, except as provided in Section 7.5 below.

7.4. Joint Defense. Notwithstanding section 7.3 above, in cases where County and City agree in writing to a joint defense, County and City may appoint joint defense counsel to defend the claim, action or proceeding arising out of the concurrent acts or omissions of City. Joint defense counsel shall be selected by mutual agreement of County and City. County and City agree to share the costs of such joint defense and any agreed settlement in equal amounts, except as provided in paragraph 7.5 below. County and City further agree that neither party may bind the other to a settlement agreement without the written consent of both County and City.

7.5. Reimbursement and/or Reallocation. Where a trial verdict or arbitration award allocates or determines the comparative fault of the parties, County and City may seek reimbursement and/or reallocation of defense costs, settlement payments, judgments and awards, consistent with such comparative fault.

8. SUBROGATION

8.1 Reciprocal Subrogation. To the extent that County incurs any loss for which it is compensated in whole, or for more than fifty percent of its losses, by City, County shall assign its rights and interest in any claim or cross complaint that it may legally have or be entitled to assert, to City. To the extent that City incurs any loss for which it is compensated in whole, or for more than fifty percent of its loss by County, City shall assign its rights and interest in any claim or cross complaint that it may legally have or be entitled to assert, to County.

8.2 Prosecution of Assigned Claims. To the extent that County or City has assigned its rights and interest in any claim to another Party, the Party receiving the assignment shall timely prosecute any such action in good faith and with reasonable diligence. If any recovery is obtained the Parties shall equitably share in any such recovery to the extent of their interests.

9. RIGHT TO AUDIT RECORDS

Upon reasonable notice, any Party shall have the right to inspect and audit any records maintained by any other Party relevant to this Agreement, to the extent allowed by law.

10. ADMINISTRATION OF COPS GRANT FUNDS AND/OR ANY OTHER LAW ENFORCEMENT GRANTS

City will use Citizen's Option for Public Safety ("COPS") grant funds provided by the State of California, and may use any other State or federal funds which are or may become available, to pay for services provided pursuant to this Agreement. If these funds are to be used, City will develop a written plan to ensure that the use of the funds is consistent with the legislative purpose of the grant programs. Pursuant to section 30061(c)(2) of the California Government Code, PCSO will make written requests to City for funds for law enforcement services in a manner consistent with City's intention to use COPS funds to pay for a portion of the services provided pursuant to this Agreement, and

will take all other steps necessary to facilitate the transfer of COPS funds from County's Supplemental Law Enforcement Services Fund to City. PCSO will neither oppose City's use of COPS and/or any other grant funds for this purpose, nor seek to exert any control or influence over the expenditure of these funds by City, although this Section 10 shall not be deemed to impose any restrictions on PCSO's use of any funds paid it by City. PCSO further agrees that City is and shall be deemed to be the "recipient agency" and/or "recipient entity", as those terms are defined and used in section 30062 of the California Government Code.

11. SPECIAL EVENT SERVICES

At the request of City, or at the request of community organizations or private individuals with written concurrence of the City Manager, PCSO may agree to provide extra law enforcement/security services for special events and functions occurring within the City. If PCSO provides such extra services, it shall do so in the same basis that it provides similar services in the unincorporated areas of the County.

12. INTERNAL POLICIES

If requested by PCSO or the City Manager, an internal policy memorandum may be entered into by and between PCSO and the City Manager with respect to questions relating to the provision of service under this Agreement. The policy will set forth the question raised and agreements reached in resolution of the question. The intent and purpose of each such policy shall be to implement, interpret, or clarify administratively one or more provisions of this Agreement. No such policy shall have the effect of amending this Agreement unless an amendment to this Agreement is approved in writing by the City Council and the County Board of Supervisors. In the event of any inconsistency between the terms of such policy and the terms of this Agreement, the terms of this Agreement shall prevail.

13. AMENDMENTS

No addition to, or alteration of, the terms of this Agreement, whether by written or verbal understanding of the Parties, their officers, agents, or employees, shall be valid unless made in the form of a written amendment to this Agreement which is formally approved and executed by all Parties.

14. NOTICES

Any notices required or desired to be served by any Party upon any other Party shall be addressed to the respective Parties as set forth below, or to such other addresses as from time to time may be designated by the respective Parties:

County

Chief Administrative Officer
County of Plumas
520 Main Street, Room 309
Quincy, CA 95971

City

City Manager
PO. Box 1225
Portola, CA 96122

PCSO

Todd Johns, Sheriff
1400 E. Main Street
Quincy, CA 95971

An information copy of any notice to County shall also be sent to:

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

15. SEVERABILITY

If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall continue in full force and effect.

16. ENTIRE AGREEMENT

This Agreement is intended by the Parties hereto as a final expression of their understanding with respect to the subject matter hereof and as a complete and exclusive statement of the terms and conditions thereof and supersedes any and all prior and contemporaneous agreements and understandings, oral or written, in connection therewith.

17. NO OBLIGATIONS TO THIRD PARTIES

Nothing in this Agreement, or any of the addenda hereto, is intended to nor shall it create any right in any person, firm, corporation or entity, other than in the Parties hereto, including but not limited to the employees of the Parties, to any of the benefits hereunder. Nothing herein is intended to expand the duties and obligations of City, County, and/or PCSO with regard to any third parties.

18. CONSTRUCTION OF AGREEMENT

This Agreement shall be construed and enforced pursuant to the laws of the State of California.

19. ADDITIONAL DOCUMENTS AND AGREEMENTS

The Parties agree to cooperate in the execution of any additional documents or agreements that may be required to carry out the terms of this Agreement.

20. ASSIGNMENT/DELEGATION

No Party hereto shall assign, sublet, or transfer any interest in this Agreement or any duty hereunder without written consent of the other Parties, and no assignment shall be of any force or effect whatsoever unless and until the other Parties shall have so consented.

21. DISPUTE RESOLUTION

Should any dispute arise between City and County or City and PCSO concerning the terms of this Agreement, City and County or City and PCSO, as may be the case, shall meet and attempt to amicably resolve the dispute ("Informal Resolution"). Such meeting shall be held no later than ten (10) days after one Party receives written notice from another stating the existence of the dispute, describing the nature of the same, and presenting a proposed resolution to the dispute. This Agreement shall remain in effect during the pendency of the resolution of any dispute, unless it expires or is terminated pursuant to Section 1.3. If attempts at Informal Resolution are unsuccessful, the parties shall be free to pursue any remedy available to them at law.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Parties hereto have accepted, made and executed this Agreement upon the terms, conditions and provisions above stated the day and year first below written.

CITY OF PORTOLA

By: _____

Title: City Manager

Date: _____

ATTEST:

By: _____

Title: City Clerk

By: _____

Title: Mayor, City of Portola

Date: _____

Approved as to Form:

By: _____

Title: City Attorney

COUNTY OF PLUMAS/PLUMAS COUNTY SHERIFF'S OFFICE

By: _____

Title: Sheriff

Date: _____

ATTEST:

By: _____

Title: Clerk of the Board

By: _____

Title: Chair of the Board of Supervisors

Date: _____

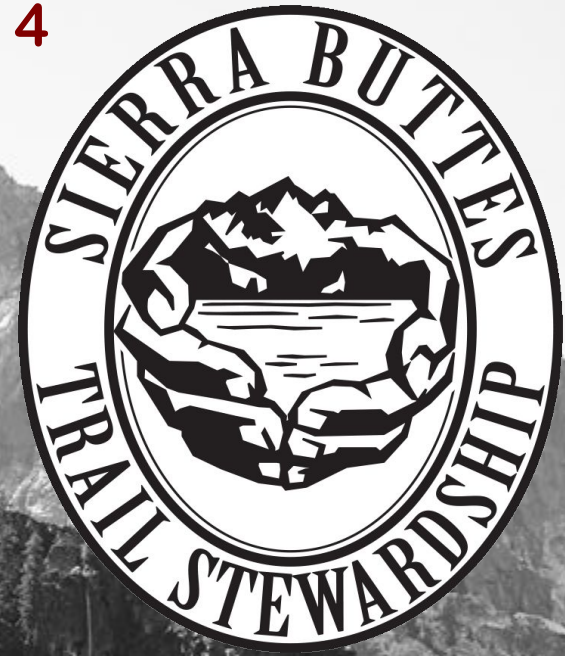
Approved as to form:



Gretchen Stuhr
Plumas County Counsel

2/1/2022

Item 4



Mission: Building sustainable recreation-based communities through stewardship, job creation and world-class events. Providing quality outdoor experiences through trail construction and maintenance in the Lost Sierra. Est. 2003



SBTS Since 2003:

- 121 Projects Completed
- 114 Miles Trail Built
- 1,479 Miles Trail Maintained
- 7,070 Volunteers
- 102,993 Volunteer Hours

2021 Accomplishments:

- 58 Trail Crew Members (39 youth)
- 12 Miles Trail Built
- 241 Miles Trail Maintained
- 499 Trail Volunteers
- 2,594 Volunteer Hours





FILM STILL FROM "A TRAIL FOR EVERYONE" GREENVILLE



2021 Fire Impacts

Dixie Fire - 14th most destructive wildfire in CA history

- 963,309 acres of land impacted
- ~ 1,329 structures lost

2021 regional fire impacts to trails

- 77 miles existing trails
- 29 miles approved trail
- 272 miles Lost Sierra Route

It will take years for the Lost Sierra communities to rebuild and heal from the traumatic 2021 fire season, and SBTS is here for the long haul as we see the Connected Communities Project as a regional resilience project for not only wildfire impacts but economic downturn too.



★ CONNECTED COMMUNITIES ★



Project Scope

“Trails as a tool to create jobs in rural mountain communities” by expanding the existing recreation and ecotourism economy.

Connecting 15 mountain towns by
600+ miles of motorized and
multi-use trail ~ A Trail For
Everyone

Establish a world class trail system
dubbed the **Lost Sierra Route**.



CONNECTED COMMUNITIES



Project Phases

- **Phase 1 – Planning, Mapping and Trails Master Plan Development**
Paid for by Sierra Nevada Conservancy using California Proposition 68 funds
- **Phase 2 – Environmental Review (NEPA & CEQA)**
- **Phase 3 – Lost Sierra Route Development**
- **Phase 4 – Lost Sierra Route Maintenance**

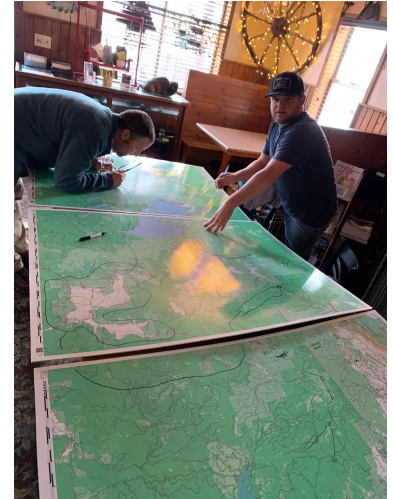
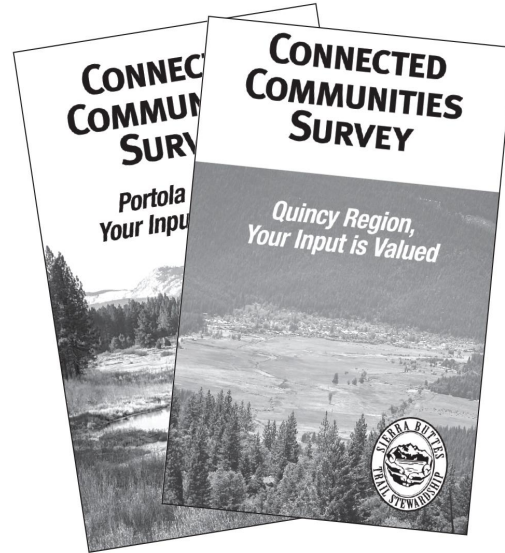


Project Timeline

Public engagement and
input through surveys
and in-person and
virtual meetings



Sep 2020 –
Mar 2021



Project Timeline

Public engagement and input through surveys and in-person and virtual meetings



Concept Planning
Teams analyze survey data and mapping results for each region

THE PEOPLE OF THE LOST SIERRA HAVE SPOKEN “WE WANT MORE TRAILS...”

We surveyed 1,179 people,
68% local residents / 32% visitors, ages <18-65+,
with interests across all types of outdoor recreation sports & activities.
Here is how they responded.

TRAILS FOR QUALITY OF LIFE:

98% feel accessible trails are important in their lives, including 79% rating trails EXTREMELY important.

94% of respondents want more trails near their towns.

COMMUNITY CONNECTIONS ARE CRITICAL:

96% want trails that connect to other nearby towns.

CITIZENS ARE ENGAGED WITH THE FORESTS:

2/3 are using trails more than once a week, and over 800 people wrote in their ideas for specific new trail routes.

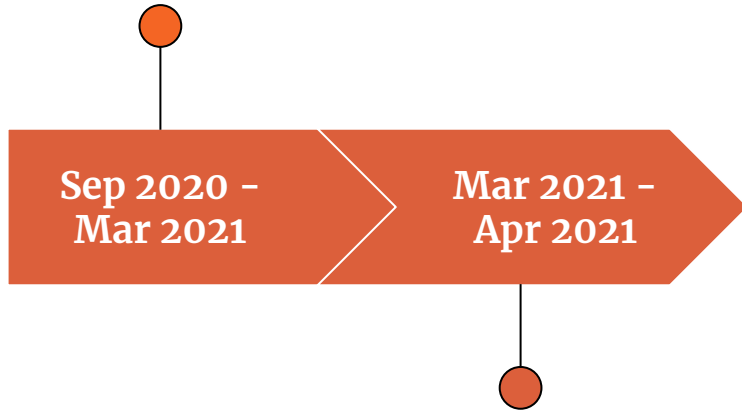
88% would volunteer to build & maintain new trails.

BUSINESS IS ON BOARD:

Of **237** business owners surveyed, **87%** felt Mainstreet Trailheads would attract more business. And about **1/2** of them wrote in specific location recommendations.

Project Timeline

Public engagement and input through surveys and in-person and virtual meetings

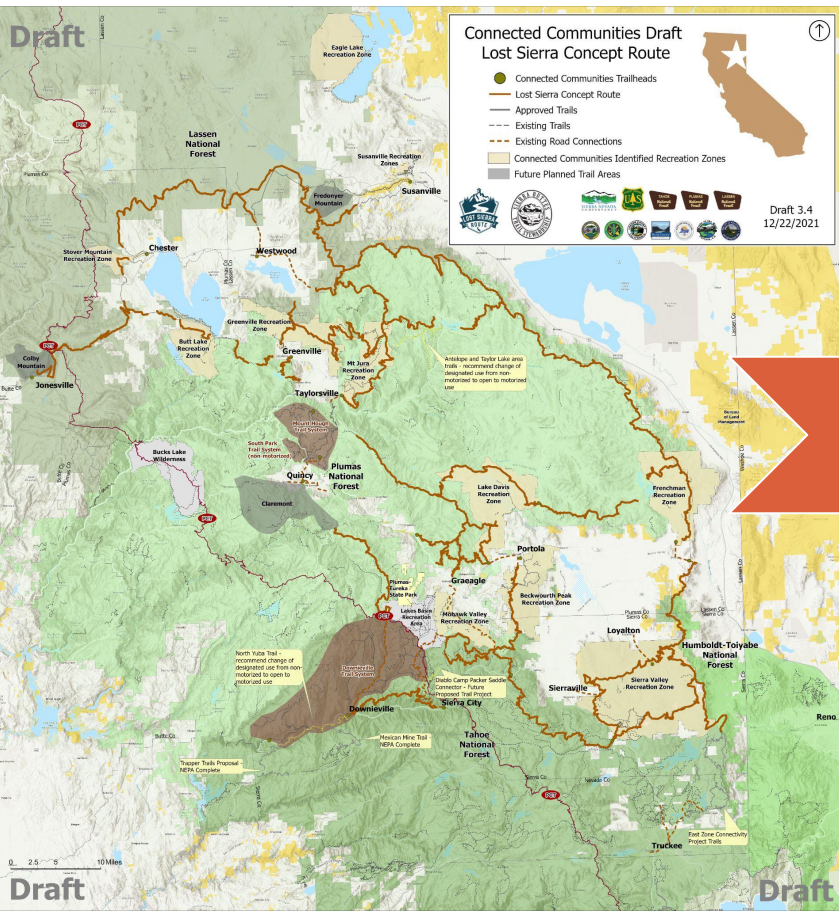


Concept Planning
Teams analyze survey data and mapping results for each region

Plumas County Survey Results Summary

- 287 survey responses from residence of Plumas County
- **98% of participants feel that access to recreational trails is important to them including 68% rating access as extremely important**
- **92% of participants want more trails near their town**
- 88% want trails that connect to other nearby towns
- **72% of participants use trails on a weekly basis**
- 78% of participants say they would volunteer to help build and maintain trails
- 68 Business owners completed the survey
- **82% of business owners believe that a close to town trail system with downtown trailheads would help attract customers to their business.**

Project Timeline



Generate data layers for
concept routes and
infrastructure planning

May 2021 -
June 2021

Plumas County Route Statistics

- 373 Miles of New Trail
- 113 Acres of land
- 12 Trail Heads
- 91 Jobs Created by Trail Construction



Project Timeline

Public engagement and input through surveys and in-person and virtual meetings

Generate data layers for concept routes and infrastructure planning

Ground Truth concept route corridors (100' wide corridor)



Concept Planning
Teams analyze survey data and mapping results for each region

Recommend concept routes to National Forests for scoping and initial approval

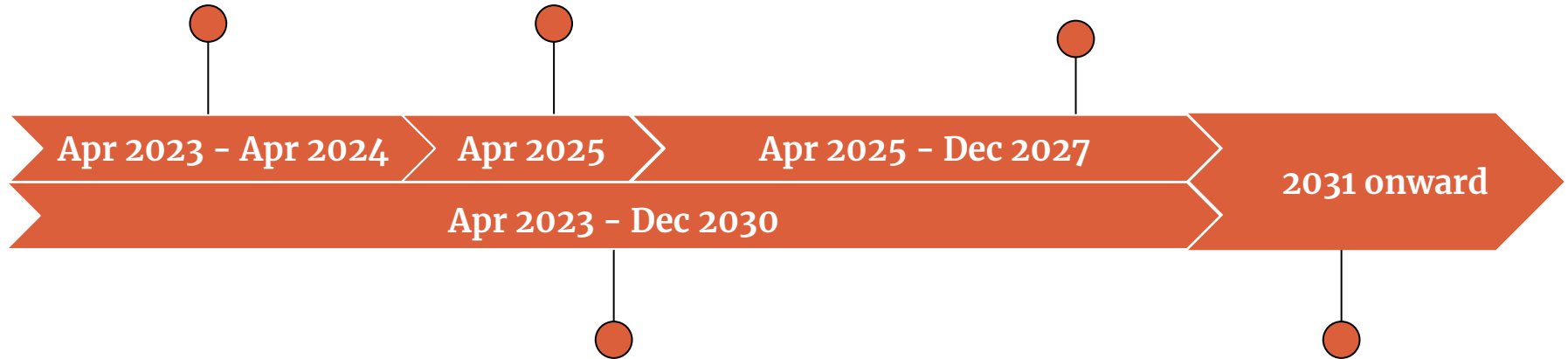


Project Timeline

Trails Feasibility
Studies (Includes
community plans and
recreation zones)

Produce Final Regional
Master Trails Plan

Environmental Review –
NEPA/CEQA documentation
and surveys



Lost Sierra Route development and
infrastructure installation

Lost Sierra Route
maintenance and
continued development





Project Cost

Project Cost by Phase:

- Phase 1 Planning - \$465,000 - **Funded**
- Phase 2 - Environmental Review - \$3,706,560
- Phase 3 - Development - \$36,100,000
- Phase 4 - Maintenance - \$1,425,600

Total Project Cost \approx \$40.3 Million*

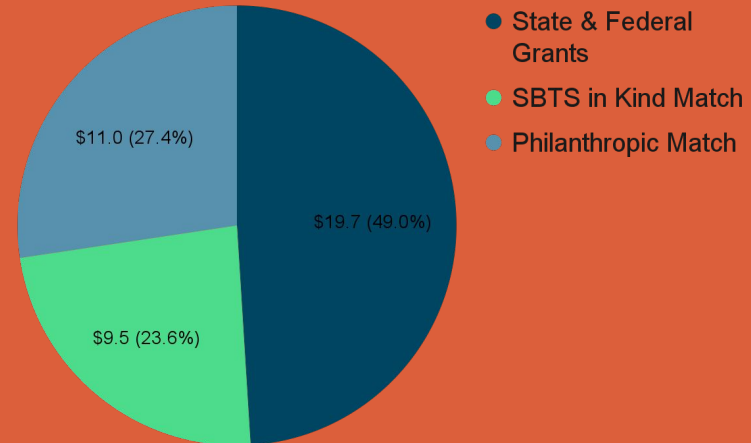
*does not include Trailhead Infrastructure development





Funding Projection

Funding Avenues



Total Project Cost

\$40.3 Million*

*does not include Trailhead Infrastructure development



Lost Sierra Connected Communities

Project Partners (As of 3/1/2021)

- US Forest Service, Pacific Southwest Region 5
- Tahoe National Forest
- Lassen National Forest
- Plumas National Forest
- Plumas County Board of Supervisors
- Plumas County Dept. Public Works
- City of Portola
- Sierra County Board of Supervisors
- City of Loyalton
- Lassen County Board of Supervisors
- City of Susanville
- Butte County Board of Supervisors
- Congressional Representative Doug LaMalfa
- California State Senator Brian Dahle
- California State Assemblywoman Megan Dahle
- California Department of Parks & Recreation
- Feather River Land Trust
- Sierra County Land Trust
- Lassen Land & Trails Trust
- Truckee Donner Land Trust
- Northern California Regional Land Trust
- Friends of Plumas Wilderness
- Mountain Meadows Conservancy
- Feather River Tourism Association
- Lost Sierra Chamber of Commerce
- Lake Almanor Area Chamber of Commerce
- Lassen County Chamber of Commerce



Connected Communities is supported by these agencies, counties and towns.

Lost Sierra Connected Communities

Project Partners (As of 3/1/2021)

- Center for Economic Development, CSU Chico
- Sierra Business Council
- Plumas Corporation
- State of Nevada, Off-Highway Vehicle Program
- Rotary- Portola, Quincy, Susanville, Indian Valley
- Sierra County Visitors Bureau
- Pacific Crest Trail Association
- Nevada County Woods Riders
- Truckee Dirt Riders
- Reno Area Dirt Riders
- Chico Velo
- Susanville Area Bicycle Association
- Tahoe Area Mountain Bike Association
- Truckee Trails Foundation
- International Mountain Bicycling Association
- Santa Cruz Bicycles
- Sierra Nevada Brewing Company
- Patagonia
- Clif Bar
- Shimano
- Fox Shox
- Wilderness Trail Bikes
- Paul Components
- REI Co-op
- Klean Kanteen
- Voler
- Camp Chef
- Nakoma Resort



Connected Communities is supported by these agencies, counties and towns.

QUESTIONS

CONTACT:

Trinity Stirling - Project Coordinator
trinity@sierratrails.org

530-394-8461

MORE INFORMATION: SierraTrails.org

Resources

Comprehensive Survey Report:

<https://sierratrails.org/wp-content/uploads/2021/11/2021-CC-Survey-Report.pdf>

Proposed Lost Sierra Route Map:

https://sierratrails.org/wp-content/uploads/2022/01/Lost_Sierra_Route_Overview_3.4-2000px.jpg

‘A Trail For Everyone’ Film: <https://www.youtube.com/watch?v=YznR3NDwDYc&t=2s>

Connected Communities Landing Page: <https://sierratrails.org/connected-communities/>

Trails Master Plan Landing Page: <https://sierratrails.org/connected-communities-trails-masterplan/>

Route Feedback Tool: <https://survey123.arcgis.com/share/1557cbf304c140c9838792956ae57cdd>



Draft

Connected Communities Draft Lost Sierra Concept Route



- Connected Communities Trailheads
- Lost Sierra Concept Route
- Approved Trails
- - - Existing Trails
- - - Existing Road Connections
- Connected Communities Identified Recreation Zones
- Future Planned Trail Areas

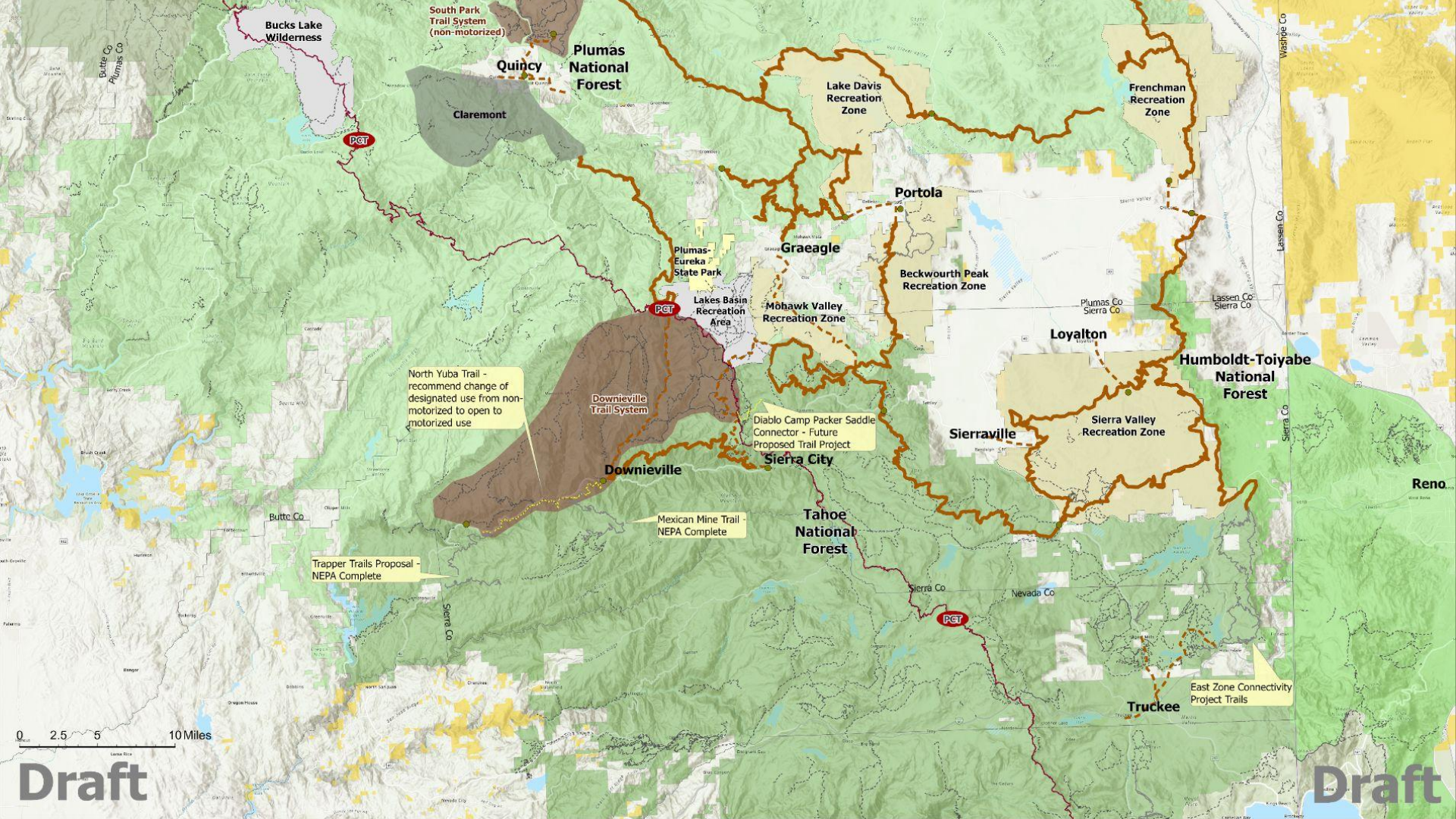


Draft 3.4
12/22/2021





Draft 3.4
12/22/2021



Bucks Lake
Wilderness

South Park
Trail System
(non-motorized)

Quincy

Plumas
National
Forest

Claremont

Lake Davis
Recreation
Zone

Frenchman
Recreation
Zone

Portola

Plumas-
Eureka
State Park

Graeagle

Beckwourth Peak
Recreation Zone

Lakes Basin
Recreation
Area

Mohawk Valley
Recreation Zone

Loyalton

Humboldt-Toiyabe
National
Forest

North Yuba Trail -
recommend change of
designated use from non-
motorized to open to
motorized use

Downieville
Trail System

Diablo Camp Packer Saddle
Connector - Future
Proposed Trail Project

Sierraville

Sierra Valley
Recreation Zone

Downieville

Sierra City

Tahoe
National
Forest

Mexican Mine Trail -
NEPA Complete

Trapper Trails Proposal -
NEPA Complete

East Zone Connectivity
Project Trails

Truckee

0 2.5 5 10 Miles

Draft

Draft

PLUMAS COUNTY CLERK~RECORDER

Recorder Division (530) 283-6218

Elections Division (530) 283-6256



520 Main Street, Room 102, Courthouse
Quincy, CA 95971 Fax: (530) 283-6155

DATE: January 27, 2021

TO: The Honorable Board of Supervisors

FROM: Marcy DeMartile,
Plumas County Clerk-Recorder

SUBJECT: Authorize the County Clerk-Recorder to recruit an extra-help
position in the Recorder's division

Background

This extra-help position became vacant in September, 2021 when the staff member relocated out of state. There has been a temporary person in the position.

Recommendation

Authorize the County Clerk-Recorder to recruit and fill the funded extra-help position within the Recorder's Division of our department.

Attachments:

Critical Staffing Memo
Job Description
Organizational Chart

QUESTIONS FOR STAFFING CRITICAL POSITIONS WHICH ARE CURRENTLY ALLOCATED.

RECORDS EXTRA HELP

- Is there a legitimate business, statutory or financial justification to fill the position?
The Recorder Extra Help position is essential in the Recorder's division. This position verifies filmed images of all recorded documents; prepares the mailing and return of the original documents once verified; and monthly monitors and creates the postage fund sheet balances for the departments that utilize the postage machine located in the courthouse.
- Why is it critical that this position be filled at this time?
We are requesting that this part-time position be filled as soon as possible so as to not interrupt the monthly processes associated with recorded documents and monthly postage billings.
- How long has the position been vacant?
The position became vacant on September 30, 2021 after a long-time employee retired and relocated out of the area.
- Can the department use other wages until the next budget cycle?
The department's wage and benefits portion of the 2021-2022 budget includes funding for this position.
- What are staffing levels at other counties for similar departments and/or positions?
Most other counties have multiple permanent full-time staff in the Recorder's division of the office to handle the daily and required duties and responsibilities of this position.
- What core function will be impacted without filling the position prior to July 1? *This position is essential within the Department.*
- What negative fiscal impact will the County suffer if the position is not filled prior to July 1?
None
- A non-general fund department head need to satisfy that he/she has developed a budget reduction plan in the event of the loss of future state, federal or local funding? What impact will this reduction plan have to other County departments? *None*
- Does the department expect other financial expenditures which will impact the general fund and are not budgeted such as audit exceptions? *No*
- Does the budget reduction plan anticipate the elimination of any of the requested positions?
No
- Departments shall provide an estimate of future general fund support for the next two years and how the immediate filling of this position may impact, positively or negatively, the need for general fund support? *No*
- Does the department have a reserve? **N/A** If yes, provide the activity of the department's reserve account for the last three years?

CRITICAL STAFFING COMMITTEE
REQUEST FORM

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

DATE OF REQUEST: January 27, 2022

DEPARTMENT TITLE: County Clerk-Recorder / Records Management

BUDGET CODE(s) AND BREAKDOWN FOR REQUESTED POSITION: 20460

POSITION TITLE: Records Extra Help

IS POSITION CURRENTLY ALLOCATED? YES* X NO

*there is a line item for Other Wages which is where this part-time position is funded

| |
|-------------------------------|
| For Committee use only |
|-------------------------------|

Date of Committee Review: _____

| | | |
|-----------------------------|-------|-----------------|
| Determination of Committee? | _____ | Recommended |
| | _____ | Not Recommended |

Comments: _____

Date to Board of Supervisors: _____

Board Action: _____ Approved _____ Denied

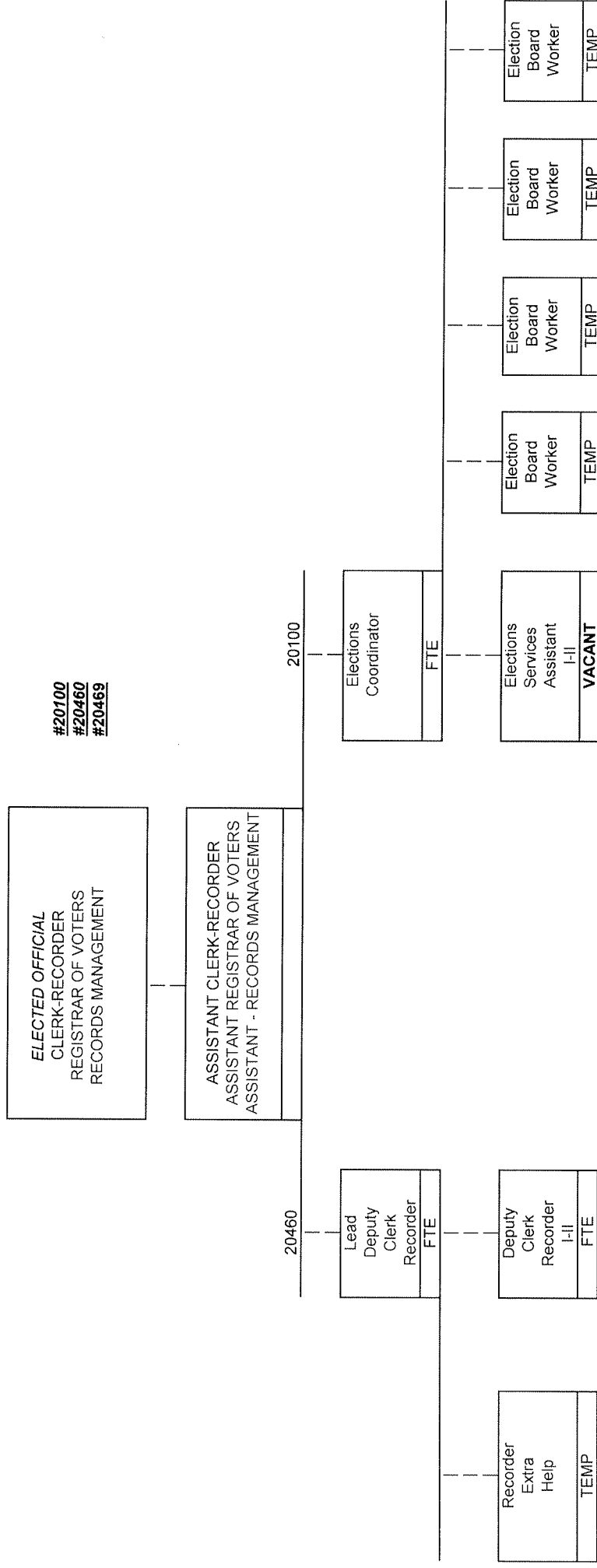
Board Modifications _____

Date returned to Department: _____

Date submitted to HR Technician for recruitment: _____

ORGANIZATIONAL CHART

3/20/2020



CLERK-RECORDER EXTRA HELP

DEFINITION

Under general direction to prepare documents for scanning, operate document imaging equipment and computers, maintain equipment; manage documents, create accurately imaged records; and perform other related work as required.

DISTINGUISHING CHARACTERISTICS

This position utilizes technical and organizational skills to participate in all phases of digitizing documents in the Records Division. It requires a high degree of accuracy and the ability to pay close attention to detail.

REPORTS TO

Lead Deputy Clerk-Recorder

CLASSIFICATIONS DIRECTLY SUPERVISED

None

EXAMPLES OF DUTIES

- Under the direction of the Lead Deputy Clerk-Recorder, prepare documents for scanning.
- Reassemble documents.
- Monitor postage machine.
- Prepare reports and perform special projects as assigned.

TYPICAL PHYSICAL REQUIREMENTS

Sit for extended periods; frequently stand and walk; normal eye-hand coordination; lift and move objects weighing up to 25 lbs.; use of imaging equipment, computers, telephones, copiers and fax; corrected hearing and vision to normal range.

TYPICAL WORKING CONDITIONS

Work is usually performed in an office environment; limited contact with staff and public.

DESIRABLE QUALIFICATIONS

Knowledge of:

- Use of computers based record retrieval systems
- Computer operation
- Records management equipment and document imaging equipment and software
- Office methods and procedures
- Microsoft Excel

Ability to:

- Use and maintain imaging and scanning equipment
- Maintain focus with attention to detail during repetitive work
- Use logic and mechanical aptitude to troubleshoot and solve problems with mailroom equipment
- Establish and maintain cooperative work relationships
- Communicate clearly and concisely with vendors and service technicians
- Follow written and oral directions
- Maintain records
- Operate office equipment
- Type accurately

Training and Experience:

Any combination of training and experience, which would likely provide the required knowledge and abilities, is qualifying.

Essential Job Functions:

Operate standard office equipment including computers, scanners, and microfiche, and verify accuracy of indexing, and quality of imaged documents.

Creates permanent record of documents by scanning into a specialized computer software application program.

Creates copies of scanned and microfilmed images.

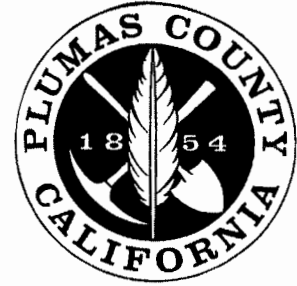
Assists with organizing archival materials received in accordance with plan, including preparing brief description of record type and location.

Review records for compliance with retention schedules and for adherence to procedures and standards.

Assists with updating and maintaining the archival record system and manual indexes.

PLUMAS COUNTY CLERK

Clerk-Recorder (530) 283-6218
Registrar of Voters (530) 283-6256
Records Management



520 Main Street, Room 102, Courthouse
Quincy, CA 95971 * Fax: (530) 283-6155

Marcy DeMartile
Clerk – Recorder
Registrar of Voters
marcydemartile@countyofplumas.com

Julie Hagwood
Assistant
juliehagwood@countyofplumas.com

DATE: January 27, 2022 - Board Agenda
TO: Honorable Board of Supervisors, County of Plumas
FROM: *Marcy* Marcy DeMartile, Plumas County Clerk-Recorder
SUBJECT: Consent Agenda Item – February 8, 2022
RESOLUTION – Approval of Application
for HAVA Funds Contract

IT IS RESPECTFULLY REQUESTED THAT THE BOARD:

1. Adopt the HAVA AGREEMENT RESOLUTION, as presented, to certify the application prior to submission to the Secretary of State for HAVA funds; and
2. Appoint the County Election Official as agent to conduct all negotiations, execute and submit all documents including, but not limited to applications, which may be necessary for the completion of each project, and authorize the County Elections Official to sign Agreements as the County Representative.

BACKGROUND:

The Board of Supervisors authorized the County Clerk-Recorder to enter into Agreement 20G26132 on September 1, 2020 by Resolution #2020-8516. This provides authorization for the use of HAVA (Help America Vote Act) funds, for purchases related to Cyber Security and upgrading the County's capabilities related to VoteCal, the statewide database. The new Agreement, No. 21G30112, will be in effect from December 2021 through January 2025.

As these funds are administered by the U.S. Elections Administration Commission (EAC), as well as requirements for complying with requirements for said funds under the Help American Vote Act of 2002, and the California Secretary of State, the use of these are restricted and to be used for only those purposes outlined in Standard Agreement and referenced by the incorporated Resolution.

RESOLUTION 2022 - _____

RESOLUTION OF THE PLUMAS COUNTY BOARD OF SUPERVISORS
APPROVING THE AGREEMENT BETWEEN
THE COUNTY OF PLUMAS AND THE CALIFORNIA SECRETARY OF STATE
UNDER THE TERMS OF THE HELP AMERICA VOTE ACT

COUNTY OF PLUMAS
HAVA - Help America Vote Act Funds

WHEREAS, the Help America Vote Act of 2002 has been enacted to improve election administration and;

WHEREAS, the Secretary of State has been delegated the responsibility for the administration of the Help America Vote Act of 2002, and the purpose of this agreement is to provide the County of Plumas with federal funds (HAVA funds), CFDA Number 90.404, administered by the U. S. Election Administration Commission (EAC) to comply with the requirements of HAVA Section 101 for additional costs associated with the national emergency related to coronavirus. The funds are to be spent subject to the provisions of the agreement and requirements of state and federal law, regulation and procedures.

WHEREAS, the Secretary of State has established procedures to require the County to certify by resolution the approval of its application before submission of said application to the Secretary of State;

NOW, THEREFORE, BE IT RESOLVED that the Plumas County Board of Supervisors

1. Authorizes the County to enter into an Agreement with the California Secretary of State; and
2. Certifies the County understands the assurances and certification in the Application form; and
3. Certifies the County has reviewed and understands the Application and procedures; and
4. Appoints the County Elections Officer to conduct all negotiations, execute and submit all documents including, but not limited to Applications, State of California Standard Agreements, payment requests etc., which may be necessary for the completion of the projects.

I, the undersigned, hereby certify that the foregoing Resolution Number 2022 - _____ was duly adopted by the Plumas County Board of Supervisors following a roll call vote:

Ayes:

Noes:

Absent:

Heidi White,
Clerk to the Board of Supervisors

Kevin Goss,
Chair of the Board of Supervisors

Date: _____

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

21G30112

PURCHASING AUTHORITY NUMBER (If Applicable)

SOS-0890

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

Secretary of State

CONTRACTOR NAME

Plumas County

2. The term of this Agreement is:

START DATE

January 18, 2022 or upon approval by Dept. of General Services, if required, whichever is later

THROUGH END DATE

January 18, 2025

3. The maximum amount of this Agreement is:

\$151,162.84; One Hundred Fifty-One Thousand One Hundred Sixty-Two Dollars and Eighty-Four Cents

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

| Exhibits | Title | Pages |
|------------------|--|----------------|
| Exhibit A | Scope of Work | 4 pages |
| Exhibit B | Budget Detail and Payment Provisions | 4 pages |
| Exhibit C | General Terms and Conditions | GTC 04/2017 |
| + - Exhibit D | Special Terms and Conditions (Attached hereto as part of this Agreement) | 3 pages |
| + - Exhibit E | Additional Provisions | 2 pages |
| + - Exhibit F | County Resolution | pages |
| + - Exhibit G | Contractor HAVA Activity Report | 1 page |

Items shown with an asterisk (), are hereby incorporated by reference and made part of this agreement as if attached hereto.**These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>***IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.****CONTRACTOR**

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

Plumas County

CONTRACTOR BUSINESS ADDRESS

520 Main St Rm 102

CITY

Quincy

STATE

CA

ZIP

95971

PRINTED NAME OF PERSON SIGNING

Marcy Demartile

TITLE

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

| | |
|------------------|---|
| AGREEMENT NUMBER | PURCHASING AUTHORITY NUMBER (If Applicable) |
| 21G30112 | SOS-0890 |

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

Secretary of State

CONTRACTING AGENCY ADDRESS

1500 11th Street

CITY

Sacramento

STATE

CA

ZIP

95814

PRINTED NAME OF PERSON SIGNING

TITLE

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

Exhibit A
Scope of Work

A. Name of Program

This program shall be known as "HAVA Section 301 Voting Systems Program and Certification of HAVA Title III Compliance."

B. Purpose of Agreement

The purpose of this Agreement is to provide the County of Plumas (County) with federal funds (HAVA funds), CFDA Number 90.401, administered by the U.S. Elections Administration Commission (EAC) to assist the County in, or reimburse the County for, complying with the requirements of Section 301 of the Help America Vote Act of 2002 (P.L. 107-252) (HAVA), subject to the provisions of Agreement and all requirements of state and federal law, regulations and procedures. Section 301(a) of HAVA requires that each voting system used in a federal election on or after January 1, 2006, must:

1. Permit the voter to verify privately and independently the votes selected before casting a ballot and must permit the voter privately and independently to change or correct a ballot before it is cast (known as 'second chance' voting), including receiving a replacement ballot;
2. Notify the voter of "overvotes," i.e., if the voter has selected more candidates than permitted, before the ballot is cast, and the consequences of "overvoting." Paper ballot voting systems, such as central-count, optical scan and vote-by-mail systems, may comply by means of a voter education program;
3. Produce a permanent paper record with a manual audit capacity for such system;
4. Be accessible to voters with disabilities, including voters with visual impairment, in a manner that provides the same opportunity for access and participation, including privacy and independence, as for other voters. This requirement can be met by providing at least one direct recording electronic (DRE) voting unit, or other voting device equipped for individuals with disabilities, at each polling place. In addition to HAVA, pursuant to *California Elections Code* section 19250, (Statutes of 2004, Chapter 814 [SB 1438]), all DREs must, beginning January 1, 2006, include an accessible, voter-verifiable paper audit trail (AVVPAT). If the DRE does not already include an AVVPAT, the voting system must be replaced or modified to include an AVVPAT; and
5. Meet all of the requirements of alternative language access pursuant to the Voting Rights Act of 1965, as amended.

The provisions of this Agreement are to be interpreted to further this purpose and County compliance with the mandates of HAVA Section 301.

C. Project Contacts

The program representatives during the term of Agreement will be:

- a. For County: Marcy Demartile (530) 283-6255
- b. For State: Jessica Godina (916) 695-1657

D. Use of Funds

Any HAVA funds received pursuant to this program shall be used by County only for one or more of the following purposes:

1. For the lease or purchase of California state approved voting systems, or components of voting systems, that are accessible for individuals with disabilities (DREs or other accessible units), including vendor delivery, installation and related training costs. For purposes of this subparagraph, "voting systems, or components of voting systems, that are accessible for individuals with disabilities," means systems that comply with HAVA, subsections 301(a)(1)(A)(i) and (ii) and 301(a)(3)(A);
2. For the lease or purchase of California state approved voting systems or voting system components, including DRE voting systems or DRE voting system components that provide for the presentation of ballots in languages other than English. This item shall include voting systems or voting system components provided that: 1) the voting systems or voting system components were approved for use in California at the time they were leased or purchased; and 2) they include an accessible, voter-verifiable paper audit trail (AVVPAT), as required by *California Elections Code* Section 19250, (Statutes of 2004, Chapter 814 [SB 1438]);
3. For the lease or purchase of California state approved voting systems or voting system components that provide for "second chance" voting by notifying voters of overvotes, undervotes, or other potential errors prior to the voters casting ballots and giving the voters the opportunity to correct the potential errors before the ballots are cast and counted;
4. The lease or purchase of voting system components and/or the cost of voting system modifications necessary to allow a voting system with a voter-verified paper audit trail (VVPAT) to be accessible to individuals with disabilities or for the presentation of VVPAT in languages other than English.
5. Pursuant to Section 251(c)(1) of HAVA, for reimbursement of costs incurred by the County, and not otherwise reimbursed pursuant to Proposition 41 or any other state or federal program, in obtaining voting equipment which meets the requirements of Section 301 of HAVA.

6. The reasonable cost of transportation for delivery to the county of any of the voting systems or voting system components described above, provided that the voting systems or voting system components are leased, purchased or acquired during the period of Agreement;
7. The reasonable cost of voter education with respect to use of the voting systems or voting system components described above and other HAVA requirements directly related to the process of voter registration and casting or counting votes, including provisional voting rights and information to voters about casting 'overvotes,' that are implemented as a part of the statewide federal elections when introducing a new voting system for use in this county. This voter education program is reimbursable only for the first federal election cycle in which this equipment is used in this county.
8. The reasonable cost of election official/poll worker training with respect to use of the voting systems or voting system components described above and other HAVA requirements directly related to the process of voter registration and casting or counting votes, including provisional voting rights and information to voters about casting 'overvotes,' that are implemented as a part of the statewide federal elections when introducing a new voting system for use in this county. This election official/poll worker training program is reimbursable only for the first federal election cycle in which this equipment is used in this county.
9. The reasonable cost of salaries, wages, and benefits for staff, consultants or contractors necessary to lease, purchase, acquire and deploy eligible voting systems or voting system components described above, including chain of custody requirements.
10. The reasonable cost of storage and warehousing, cell phones, forklifts, and/or retrofitting a voting system with an accessible voter-verified paper audit trail, up to a maximum of \$10475.18, which represents the remaining balance of the County's proportionate share of a minimum requirements payment calculated pursuant to HAVA Section 252 (c) that may be used by a county in accordance with HAVA Section 251 (b)(2)(B) and in accordance with advice provided by the federal Election Assistance Commission, the federal authorizing agency for the HAVA, that such is an allowable expense pursuant to HAVA Section 251 (b)(2)(B).
11. The reasonable cost of absentee voting system equipment upgrades and the reasonable cost of services, training and initial implementation of any new absentee voting system process or procedural changes that improve the effectiveness and efficiency of the absentee voting process for voters and elections officials. Such costs are reimbursable only to the extent that expenditures for absentee voting system upgrades are in accordance with the voting system requirements of Section 301, including, Section 301 (a), which requires, in part, that at least one voting unit per polling place is accessible to disabled voters and Sections 301 (a)(1)(A) and 301 (c), allowing for the use of paper-based voting systems under specified conditions.

12. Upon the Secretary of State certifying in writing compliance with HAVA Title III to the United States Election Administration Commission, the County may use any remaining funds for the "improvement of the administration of elections" in accordance with HAVA Section 251 (b)(2)(A).
- E. Notwithstanding any provision of this Agreement, including section D of Scope of Work, County shall not submit any claim for payment or reimbursement and shall not be entitled to receive payment or reimbursement from State of HAVA funds for:
1. The cost of purchasing any motored vehicle;
 2. The cost of leasing for more than 30 days of any motored vehicle;
 3. The cost of purchasing any real property;
 4. The cost of leasing any real property;
 5. The cost of promotional items and memorabilia;
 6. General purpose equipment, including but not limited to, office equipment and furnishings; modular furniture; telephone networks and component parts; information technology equipment and systems that are not a component of a voting system; reproduction and printing equipment that is not a component of a voting system;
 7. General office supplies;
 8. Any indirect rate or overhead costs distributed to county administrative support services.
- F. Contractors are not permitted to perform work, or be paid for work, outside the documented scope of work. Changes to the scope of work must be approved before work is undertaken and payment is made for any activities outside of the scope of work.

Exhibit B
Budget Detail And Payment Provisions

1. Invoicing and Payment

- A. For services satisfactorily rendered, and upon receipt and approval of the invoices submitted with supporting documentation, the State agrees to compensate the Contractor for actual expenditures incurred and not to exceed the total amount on the contract.
- B. Invoices shall include the Agreement Number and shall be submitted not more frequently than monthly in arrears to:

Office of Secretary of State
Attention: Accounts Payable
P.O. Box 944260
Sacramento, CA 94244-2600

or

Email: aaccountspayable@sos.ca.gov

2. Budget Contingency Clause

- A. It is mutually agreed that if the Budget Act or a HAVA Spending Plan or Spending Plan amendment of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act or a HAVA Spending Plan or Spending Plan amendment for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State or offer an agreement amendment to Contractor to reflect the reduced amount.

3. Federal Funds

- A. It is mutually understood between the parties that this contract may have been written for the mutual benefit of both parties before ascertaining the availability of congressional appropriation of funds, to avoid program and fiscal delays that would occur if the contract were executed after that determination was made.
- B. This contract is valid and enforceable only if the United State Government makes sufficient funds available to the state. In addition, this contract is subject to any

additional restrictions, limitations, or conditions enacted by the Congress or to any statute enacted by the Congress that may affect the provisions, terms, or funding of this contract in any manner.

- C. The parties mutually agree that if the Congress does not appropriate sufficient funds for the program, this contract shall be amended to reflect any reduction in funds.
- D. The Secretary of State has the option to invalidate the contract under the 30-day cancellation clause or to amend the contract to reflect any reduction in funds.

4. **Prompt Payment Clause:**

Payment will be made in accordance with, and within the time specified in, Government code Code Chapter 4.5, commencing with Section 927.

5. **Maximum Amount of HAVA Funds to be Provided to County Under this Program**

County shall not receive, pursuant to this Agreement, more than \$151162.84, in the aggregate. County's share is the county's remaining balance of the original appropriation authorized in 2005.

6. **Failure to Properly Claim Maximum Amount of HAVA Funds**

Notwithstanding any provision of Agreement, County shall be entitled to receive only those amounts for fully supported and appropriate claims which are properly submitted, pursuant to the provisions of Agreement and all applicable state and federal laws, regulations, and procedures.

7. **Basis of Claims**

Subject to the provisions of section 8 below related to the applicability of OMB Circular A-87, all claims for HAVA funds under this program must be based on invoices submitted by County. All invoices or agreements that are the subject of any claims must relate directly to expenditures authorized pursuant to Section D of Exhibit A "Scope of Work".

8. **Processing of Claims**

The Secretary of State shall establish the criteria and processes for submitting claims under this Program. Such criteria shall include requirements that all claims:

- A. Contain a face sheet that summarizes each expenditure made by the categories set forth in section D of Exhibit A "Scope of Work",
- B. Include the total amount of the claim;
- C. Identify whether additional claims are expected to be submitted;

- D. Include the hourly charge of any contractor for which a claim is made for their time;
- E. Include the hourly wage or monthly salary of any employee for which a claim is made for their salaries;
- F. Include signed Contractor HAVA Activity Reports, please see sample which is Exhibit G, for each employee and contractor's employee for whom reimbursement for time is being claimed. (Vendors who receive payment from HAVA funds are required to submit timesheets for any work paid for as time and materials); and
- G. Include a copy of the contract with the contractor if the contractor's invoice does not describe the activities undertaken in such a manner that the State can determine whether the activities comply with the provisions of this Agreement.

9. Application of OMB Circular A-87

OMB Circular A-87 ("Cost Principles for State, Local and Indian Tribal Governments"), incorporated herein by reference, to the extent applicable, shall govern with respect to all aspects of this program. The provisions of OMB Circular A-87 may be found at <http://www.whitehouse.gov/omb/circulars>.

10. Retroactive Payments

Counties may claim reimbursement for expenses and activities permissible under the terms of this Agreement that occur after December 1, 2021, and through end date of January 18, 2025.

11. Payments of Claims

The Secretary of State shall advise the County of the status of the claim processing within 30 (thirty) days of receipt of the claim. Payments made by the State with respect to any claim shall be sent directly by the State Controller's office to the County.

12. Deadline for Submitting Claims

The deadline for submitting any claim under this program is 90 days after the termination date of this Agreement.

13. Multiple Claims

County can submit multiple claims for HAVA funds authorized above, within the aggregate limit established for County.

14. Documentation to be Submitted

Each claim shall include a cover page that identifies the activity or service in Exhibit A and a summary sheet that includes the dollar amount associated with each activity or service for which funds are being sought. Each claim shall also include originals or true copies of all invoices, agreements, or other documentation that support the claim presented in the same order as shown on the accompanying summary sheet, including all documentation required by OMB Circular A-87. The provisions of OMB Circular A-87 may be found at <http://www.whitehouse.gov/omb/circulars>.

15. Order of Processing

Claims shall be processed by the Secretary of State in order of receipt.

Exhibit C
General Terms and Conidiations

PLEASE NOTE: This page will not be included with the final agreement. The General Terms and Conditions will be included in the agreement by reference to the Internet site below.
<https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-Language>.

Exhibit D
Special Terms And Conditions

A. Auditing

1. Receipt of HAVA funds by County indicates agreement to establish a dedicated HAVA account for these funds. Therefore, any payment received by County pursuant to this program shall be deposited in a separate, segregated account and any payment made by County related to this program shall be paid from that account whether or not the County has paid the vendors for services rendered before submitting invoices to the State.
2. Any recipient of federal funds to meet the Help America Vote Act requirements agrees to be audited pursuant to federal and state law. CFDA Number for this contract is 90.401. Accordingly, all documents and electronic files must be produced upon request by the auditors. The audit may include a review of all books, papers, accounts, documents, or other records of County as they relate to any HAVA funds. County shall also provide access to all employees having knowledge of the HAVA funds program to assist the auditor. County shall provide a copy of any document, paper, or electronic record requested by the auditor.
3. OMB Circular A-133 ("Audits of States, Local Governments, and Non-Profit Organizations"), OMB Circular A-87, and 41 CFR 105-71 ("Uniform Administrative Requirements for Grants and Cooperative Agreements with State and Local Governments" [also known as the "Common Rule"]) incorporated herein by reference, shall govern with respect to all aspects of this Program. The provisions of these circulars may be found at <http://www.whitehouse.gov/omb/circulars>.
4. County shall maintain records in a manner that:
 - a. Accurately reflects fiscal transactions with necessary controls and safeguards;
 - b. Provides complete audit trails, based whenever possible on original documents (purchase orders, receipts, progress payments, invoices, timesheets, cancelled warrants, warrant numbers, etc.);
 - c. Provides accounting data so the costs can readily be determined throughout Agreement period;
 - d. Accurately records and tracks the disposition of all equipment and sensitive property in compliance with 41 CFR 105-71 and the California State Administrative Manual; and
 - e. Follows EAC guidance (as given in Funding Advisory Opinions 08-006 and 08-007 – available on the EAC website) regarding the disposal or sale of equipment or sensitive property purchased with HAVA funds.

5. Records shall be maintained for three years after termination of this Agreement and for at least one year following any audit or final disposition of any disputed audit finding.
6. If the final disposition of any disputed audit finding is determined to be a disallowed cost that the Secretary of State has paid the County, the County shall return to the Secretary of State an amount equal to the disallowance.
7. County shall permit periodic site visits by the Secretary of State or the Secretary of State's designee or designees to determine if any HAVA funds are being used or have been used in compliance with this Agreement and all applicable laws.
8. County shall report to the Secretary of State at least once every 90 (ninety) days until all funds received have been expended, on the status of HAVA funds received, in a manner determined by the Secretary of State.

B. General Provision

1. HAVA funds can only be used for the purposes for which the HAVA funds are made.
2. No portion of any HAVA funds shall be used for partisan political purposes. All contractors providing services are required to sign an agreement, please see Exhibit E, to abide by the Secretary of States' policy to refrain from engaging in political activities that call into question the impartiality of the Secretary of State's Office. County is to submit agreement signed by each employee of contractor's firm who worked for County pursuant to this Agreement with the County's first invoice.
3. The provisions of the federal *Hatch Act* shall apply to employees working for state and local entities receiving HAVA funds. The *Hatch Act* may be reviewed at <https://osc.gov/Services/Pages/HatchAct-Federal.aspx>.
4. Proceeds received by the County for the sale of equipment or sensitive property originally purchased by HAVA funds shall be deposited in an interest-bearing account and used in accordance with procedures outlined in EAC FAO 08-007. Such sales shall be reported in writing to the Secretary of State within 30 days of completion. Interest earned on funds shall be reported to the Secretary of State within 90 days of the close of each fiscal year. Upon expenditure of these funds and interest earned, County will report such expenditure to the Secretary of State, along with documentation of such expenditure, including invoices, agreements or other documentation.
5. Any interest earned by County on money received pursuant to this Agreement must be reported in writing to the Secretary of State within 30 days of termination of this Agreement. All interest must be used by the County for the purpose of implementing activities allowable under this Agreement.

6. Funds not claimed by County within 90 days of the end date of this contract , or any funds claimed by a county that are not approved for use by the Secretary of State within 180 days of the end date of this contract, shall revert to the Secretary of State for HAVA Section 301-related expenses.
7. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this Program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an Agreement amendment to County to reflect any reduced amount.
8. This Agreement is subject to any restrictions, limitations or conditions enacted or promulgated by the United States Government, or any agency thereof, that may affect the provisions, terms or funding of Agreement in any manner.
9. Pursuant to federal policy, this Agreement may be terminated by the State with 30-day written notice to County.
10. County warrants by execution of this Agreement, that no person or selling agency has been employed or retained to solicit or secure this contract upon agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by County for the purpose of securing business. For breach or violation of this warranty, the State shall, in addition to other remedies provided by law, have the right to annul this contract without liability, paying only for the value of the work actually performed, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.
11. Nothing contained in this Agreement or otherwise, shall create any contractual relation between the State and any subcontractor or vendor, and no subcontractor shall relieve County of its responsibilities and obligations hereunder. County agrees to be as fully responsible to State for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by County. County's obligation to pay its subcontractors is an independent obligation from the State's obligation to make payments to County. As a result, State shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor or vendor of County.
12. Pursuant to federal law, by signing this Agreement the County certifies under the penalty of perjury that the contracting entity is not excluded or ineligible from federal assistance programs and thereby is not on the federal government's list of suspended or debarred entities.

Pursuant to federal law, as a component of the procurement process, the County must review the federal government's list of debarred and suspended vendors and ensure no contract award is provided to a vendor on this list. This list may be viewed at <http://www.dol.gov/ofccp/regs/compliance/preaward/debarlist.htm>.

Exhibit E
Additional Provisions

1. Secretary of State Policy Regarding Political Activity in the Workplace

SECRETARY OF STATE POLICY REGARDING POLITICAL ACTIVITY IN THE
WORKPLACE

The Secretary of State is the state's chief elections officer. It is, therefore, imperative that staff in the Secretary of State's Office, and those who contract with the Secretary of State's Office, refrain from engaging in any political activity that might call into question the office's impartiality with respect to handling election issues. Accordingly, the policy of the Secretary of State's Office with respect to political activity in the workplace, a copy of which will be given to every employee in the Secretary of State's office and incorporated as an attachment to contracts with the Secretary of State's Office, is as follows:

- a. No employee of or contractor with the Secretary of State's Office shall engage in political campaign-related activities on state-compensated or federal-compensated time, except as required by official duties, such as answering inquiries from the public. In those cases where the contractor with the Secretary of State's Office is a county, the term "contractor" shall apply only to county elections office employees, county employees redirected to work temporarily for the county elections office, or any person, firm, company or business that provides reimbursable election-related services to a county elections office in furtherance of a contract. This prohibition shall not apply while an employee is on approved vacation or approved annual leave. This prohibition shall not apply to activities engaged in during the personal time of an employee.
- b. No employee of or contractor with the Secretary of State's Office shall use any state property in connection with political campaign activities. It is strictly prohibited to schedule political campaign-related meetings or to conduct political campaign-related meetings in state office space, even if after normal working hours.
- c. No employee of or contractor with the Secretary of State's Office shall use his or her official status with the Secretary of State's Office to influence political campaign-related activities or to confer support for or indicate opposition to a candidate or measure at any level of government.
- d. No employee of or contractor with the Secretary of State's Office may be involved with political campaign-related telephone calls, letters, meetings or other political campaign-related activities on state-compensated or federal-compensated time. Requests by employees to switch to alternative work schedules, such as 4-10-40 or 9-8-80 work weeks, or to take vacation in order to accommodate political campaign-related activities or to attend political campaign functions, will be judged in the same manner and on the same basis as any other requests of this nature (i.e., existing needs of the office and discretion of the division chiefs).

- e. The receipt or delivery of political campaign contributions or photocopies thereof on state property is strictly prohibited, as is the use of office time or state resources (e.g., intra-office mail or fax machines) to solicit or transmit political campaign contributions.
- f. No employee of or contractor with the Secretary of State's Office may authorize any person to use his or her affiliation with the Secretary of State's Office in an attempt to suggest that the employee's or contractor's support or opposition to a nomination or an election for office or a ballot measure is of an "official," as distinguished from private, character.
- g. No employee of or contractor with the Secretary of State's Office may display political campaign-related buttons, posters, or similar materials in areas visible to individuals who are in public areas of the Secretary of State's Office; nor may an employee of or contractor with the Secretary of State's Office display political campaign-related posters or other materials on windows facing out of the state office building.
- h. No employee of or contractor with the Secretary of State's Office may use official authority or influence for the purpose of interfering with or attempting to affect the results of an election or a nomination for any public office.
- i. No employee of or contractor with the Secretary of State's Office may directly or indirectly coerce or solicit contributions from subordinates in support of or in opposition to an election or nomination for office or a ballot measure.
- j. An employee who is paid either partially or fully with federal funds, including the Help America Vote Act of 2002 (HAVA), is subject to the provisions of the federal Hatch Act, and is, therefore, prohibited from being a candidate for public office in a partisan election, as defined in the federal Hatch Act. However, any employee who is to be paid either partially or fully with funds pursuant to HAVA, shall first be consulted about the proposed funding and be informed about the prohibitions of the federal Hatch Act. The employee, whenever possible, shall be given the opportunity to engage in employment that does not involve HAVA funding.
- k. Provisions limiting participation in political campaign-related activities as provided for in this policy statement shall be included in every contract with the Secretary of State's Office.

If you have questions concerning these restrictions, please refer them to the Secretary of State Office contact person listed on the contract in Exhibit A.

STATE OF CALIFORNIA - SECRETARY OF STATE

CONTRACTOR HAVA ACTIVITY REPORT

[illegible]

DEPARTMENT OF HUMAN RESOURCES

520 Main Street, Room 115, Quincy, California 95971

(530) 283-6444 FAX (530) 283-6160

Email: nancyselvage@countyofplumas.com



DATE: November 29, 2021

TO: The Honorable Board of Supervisors

FROM: Nancy Selvage, Human Resources Director

**SUBJECT: AGENDA ITEM FOR BOARD OF SUPERVISORS MEETING OF
FEBRUARY 1, 2022
RE: RESOLUTION TO AMEND THE JOB CLASSIFICATIONS FOR
BEHAVIORAL HEALTH UNIT SUPERVISOR – NURSING #70570 AND
AUTHORIZE RECRUITMENT TO FILL POSITION.**

IT IS RECOMMENDED THAT THE BOARD:

Approve attached Resolution to amend the job classifications for Behavioral Health Unit Supervisor - Nursing within Behavioral Health Department.

BACKGROUND DISCUSSION:

Plumas County Behavioral Health (PCBH) strives to ensure Plumas County Medi-Cal beneficiaries have access to and receive needed mental health and substance use disordered services, to include medication support. Beginning in 2019, PCBH broadened access points for services from the Quincy location to the full-service array in Chester, Greenville, and Portola. With this change, we have witnessed a drastic increase in the number of Plumas County residents accessing services to included clinic-based psychiatric services and emergency telepsychiatry. Our current staffing pattern has proven to be inadequate to meet the demand and, as a result, we are needing to activate one Behavioral Health Nursing Supervisor position to oversee and coordinate medication support services. Recruitment has traditionally been problematic for nursing positions. We would like to broaden our recruitment efforts beyond a Registered Nurse and include Psychiatric Nurse, Physician Assistant, and Licensed Vocational Nurse.

Dr. Hobson requested Human Resources to update the qualifications for the job description for the Behavioral Health Unit Nurse Supervisors. The new qualifications will allow a broader field of applicants to apply for this position. These changes to the job description for the Behavioral Health Department, were requested by the Director who believes with these changes to the qualifications it will make it more open to other qualified applicants. Currently the qualifications restrict other qualified applicants in the field to qualify. With the updated changes to the qualifications it broadens the labor market applicants.

The Department Head requested revisions and has been coordinated with Human Resources to make the recommended changes. This position is funded and allocated in Fiscal Year 2021/2022.

The only changes are to the under the Training and Experience section of the job description.

The current job description reads:

TRAINING AND EXPERIENCE

Required qualifications for this position:

Five (5) years of professional experience in public or private health setting as a Registered Nurse; and two (2) years in an administrative or supervisory capacity.

A Bachelor of Science in Nursing, including completion of sufficient nursing and public health studies to obtain requisite licenses and certificates from the State of California, or an equivalent combination of education, experience, and licensure as a Registered Nurse.

Completion of a Master of Nursing Degree or a master's degree in a related health field from an accredited program is desirable.

Proposed job description reads:

TRAINING AND EXPERIENCE

Required qualifications for this position:

Five (5) years of professional experience in public or private health setting as a Registered Nurse, Psychiatric Nurse, Physician Assistant, Licensed Vocation Nurse; and two (2) years in an administrative or supervisory capacity.

Completion of sufficient nursing and public health studies to obtain requisite licenses and certificates from the State of California, or an equivalent combination of education, experience, and licensure as a Registered Nurse, Psychiatric Nurse, Physician Assistant, or Licensed Vocational Nurse.

The pay for this position will remain the same at \$33.46 per hour at the entry step.

The Behavioral Health department would like to move forward with getting this position updated and be able to recruit under these expanded updated qualifications.

Thank you for your consideration in this matter

Attachments:

Exhibit A: Job Description, revised job description, and pay schedule

RESOLUTION NO. 2022- _____

**RESOLUTION TO AMEND FISCAL YEAR 2021-2022 JOB CLASSIFICATION PLAN
FOR BEHAVIORAL HEALTH UNIT SUPERVISOR – NURSING #70570**

WHEREAS, Plumas County Personnel Rule 5.01 provides amendments to be made by resolution of the Fiscal Year 2021/2022 Job Classification Plan covering all positions in the County service; and

WHEREAS, this position is necessary in the daily operational needs Behavioral Health Fund #70570; and

WHEREAS, this request was brought to the attention of the Human Resources Director who is now requesting approval of this Resolution to amend the 2021-2022 Job Classification Plan for the updated job description for the Behavioral Health Unit Supervisor - Nursing; and

WHEREAS, Plumas County has met the meet and confer obligations for this position with Operating Engineers Local #3; and

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

Approve the amendments to the Fiscal Year 2021/2022 Job Classification Plan for the following position:

Behavioral Health #70570

Behavioral Health Unit Supervisor - Nursing, range - 3346

The foregoing Resolution was duly passed and adopted by the Board of Supervisors of the County of Plumas, State of California, at a regular meeting of said Board on the 8th day of February, 2022 by the following vote:

AYES: Supervisors:

NOES: Supervisors:

ABSENT: Supervisors:

Chair, Board of Supervisors

Clerk, Board of Supervisors

PLUMAS COUNTY

UPDATED: 11/2021

BEHAVIORAL HEALTH UNIT SUPERVISOR - NURSING

DEFINITION

Under general direction of the Behavioral Health Director, to direct the activities of the County's Behavioral Health Nursing Program Division, including personnel management, program planning and evaluation. Plan, organize, schedule, assign and supervise the work of Mental Health nursing staff, and other mental health support staff to this division; and to do related work as required.

DISTINGUISHING CHARACTERISTICS

This is a licensed single-position class, which oversees and directs the functions and activities of the Behavioral Health nursing division. Responsibilities include planning, organizing, directing, directly providing and supervising other nursing staff in providing and meeting essential medical duties to clients of the Behavioral Health Department.

REPORTS TO

Psychiatrist/Medical Director, Behavioral Health Director or Deputy Director.

CLASSIFICATIONS DIRECTLY SUPERVISED

Psychiatric Nurse I/II, Psychiatric Technician, Physician Assistant, Registered Nurse I/II, Licensed Vocational Nurse I/II, and other staff as assigned.

BEHAVIORAL HEALTH UNIT SUPERVISOR - NURSING – 2

EXAMPLES OF DUTIES

- Plans, schedules, assigns, evaluates and directs the functions of the Behavioral Health Nursing Division.
- Administers the programs and the work of professional nursing staff and other behavioral health support staff.
- Provides direction and oversight of Behavioral Health nursing programs and activities to clients, including the provision of direct services to clients.
- Develop and implement short and long term goals, objectives, policies, procedures and work standards for the Behavioral Health nursing services function.
- Maintain standards of health nursing programs, including securing medical approval of nursing practices as necessary and assuring that services are provided according to County, State and department regulations and policies.
- Advises staff on the interpretation and application of agency policies and applicable State and Federal health laws and regulations.
- Develops programs and budgets for Behavioral Health Program needs.
- Develops information concerning community behavioral health needs, including the collection and interpretation of statistical data.
- Evaluates the effectiveness of current health policies and practices, and helps formulate new policies and practices.
- Performs program planning and development work, including MHSA programs.
- Assists with grant development, administration, and compliance.
- Schedules clinic sites, times, and staffing; reviews medical records for release to other agencies.
- Reviews the assignment and referral of clients to nursing staff.
- Prepares reports and correspondence relating to the nursing division.
- Acts as consultant to outside agencies.
- Represents the Department with other government agencies.
- Collaborates with Primary Care Practitioners and Substance Use Disorder Providers in an effort to utilize and implement integrated healthcare models.
- Facilitates all aspects of the delivery of Tele-Psychiatry and other telehealth services.
- Participates in quality improvement activities as directed.
- Understands and implements the principals of the Wellness and Recovery Model at various sites, including Wellness Centers and clinics and with Behavioral Health staff.
- Collaborates and works with other Behavioral Health Division Directors and other staff, consultants, and partners as assigned.
- Provides for methods to properly store, dispense, and manage medications and oversees other staff members in such matters.

BEHAVIORAL HEALTH UNIT SUPERVISOR - NURSING – 3

TYPICAL PHYSICAL REQUIREMENTS

Sit for extended periods; frequently stand and walk; normal manual dexterity and eye-hand coordination; ability to climb, stoop, crouch and kneel; lift and move object weighing up to 25 pounds without assistance; corrected hearing and vision to normal range; verbal communication; use of office equipment including computers, telephones, calculators, copiers, and FAX.

TYPICAL WORKING CONDITIONS

Work is usually performed in an office, clinic environment or at Board and Care Facility; exposure to communicable disease; continuous contact with staff and public; provides services at various physical sites across the county as needed.

DESIRABLE QUALIFICATIONS

Knowledge of:

- Principles, methods, and procedures of general nursing and mental health nursing, including psychotropic medications and side effects.
- Community mental health problems and issues and their relationship to the development and operations of programs and services to meet these needs.
- Federal, State, and County laws and regulations applicable to health programs.
- Causes, means of transmission, and method of control of communicable diseases, including sexually transmitted diseases, AIDS and tuberculosis.
- The sociological and cultural problems involved with providing services in a mental health nursing program.
- Program planning and development.
- Principles, techniques, and practices of business and health administration.
- Budget development and expenditure control.
- Principles and techniques of effective employee supervision, training, and development.

Ability to:

- Plan, organize, supervise, and administer the functions and services of the Behavioral Health Nursing Program Division of the Plumas County Behavioral Health Department.
- Develop, organize, analyze, and interpret statistical data.
- Provide direction, supervision and training for staff.
- Develop and administer a budget and control expenditures.
- Review the work of staff and resolve problems.

BEHAVIORAL HEALTH UNIT SUPERVISOR - NURSING – 4

Ability to – continued:

- Be responsible for the development, maintenance, and preparation of health statistics, medical records, and reports.
- Direct the preparation and prepare clear, concise reports.
- Effectively represent the Behavioral Health Department in contacts with the public, community organizations, other government agencies, and other health care providers.
- Establish and maintain cooperative working relationships.
- Coordinate assigned activities with community organizations, other government agencies, and primary care providers.
- Use computers and Electronic Health Records systems and software.

TRAINING AND EXPERIENCE

Required qualifications for this position:

Five (5) years of professional experience in public or private health setting as a Registered Nurse, Psychiatric Nurse, Physician Assistant, Licensed Vocation Nurse; and two (2) years in an administrative or supervisory capacity.

Completion of sufficient nursing and public health studies to obtain requisite licenses and certificates from the State of California, or an equivalent combination of education, experience, and licensure as a Registered Nurse, Psychiatric Nurse, Physician Assistant, or Licensed Vocational Nurse.

SPECIAL REQUIREMENTS

Possession and maintenance of a valid license as a Registered Nurse, Psychiatric Nurse, Physician Assistant, or Licensed Vocational Nurse in California and remain active with all annual licensing requirements.

Must possess a valid driver's license at time of application and a valid California Driver's License by the time of appointment. The valid California Driver's License must be maintained throughout employment.

All County of Plumas employees are designated Disaster Service Workers through state law (California Government Code Section 3100-3109). Employment with Plumas County requires the affirmation of a loyalty oath to this effect. Employees are required to complete all Disaster Service Work related training as assigned, and to return to work as ordered in the event of an emergency.

BEHAVIORAL HEALTH UNIT SUPERVISOR - NURSING

DEFINITION

Under general direction of the Behavioral Health Director, to direct the activities of the County's Behavioral Health Nursing Program Division, including personnel management, program planning and evaluation. Plan, organize, schedule, assign and supervise the work of Mental Health nursing staff, and other mental health support staff to this division; and to do related work as required.

DISTINGUISHING CHARACTERISTICS

This is a licensed single-position class, which oversees and directs the functions and activities of the Behavioral Health nursing division. Responsibilities include planning, organizing, directing, directly providing and supervising other nursing staff in providing and meeting essential medical duties to clients of the Behavioral Health Department, Drop-In Center and Sierra House.

REPORTS TO

Psychiatrist/Medical Director, Behavioral Health Director or Deputy Director.

CLASSIFICATIONS DIRECTLY SUPERVISED

Psychiatric Nurse I/II, Psychiatric Technician, Physician Assistant, Registered Nurse I/II, Licensed Vocational Nurse I/II, and other staff as assigned.

BEHAVIORAL HEALTH UNIT SUPERVISOR - NURSING – 2

EXAMPLES OF DUTIES

- Plans, schedules, assigns, evaluates and directs the functions of the Behavioral Health Nursing Division.
- Administers the programs and the work of professional nursing staff and other behavioral health support staff.
- Provides direction and oversight of Behavioral Health nursing programs and activities to clients, including the provision of direct services to clients.
- Develop and implement short and long term goals, objectives, policies, procedures and work standards for the Behavioral Health nursing services function.
- Maintain standards of health nursing programs, including securing medical approval of nursing practices as necessary and assuring that services are provided according to County, State and department regulations and policies.
- Advises staff on the interpretation and application of agency policies and applicable State and Federal health laws and regulations.
- Develops programs and budgets for Behavioral Health Program needs.
- Develops information concerning community behavioral health needs, including the collection and interpretation of statistical data.
- Evaluates the effectiveness of current health policies and practices, and helps formulate new policies and practices.
- Performs program planning and development work, including MHSA programs.
- Assists with grant development, administration, and compliance.
- Schedules clinic sites, times, and staffing; reviews medical records for release to other agencies.
- Reviews the assignment and referral of clients to nursing staff.
- Prepares reports and correspondence relating to the nursing division.
- Acts as consultant to outside agencies.
- Represents the Department with other government agencies.
- Collaborates with Primary Care Practitioners and Substance Use Disorder Providers in an effort to utilize and implement integrated healthcare models.
- Facilitates all aspects of the delivery of Tele-Psychiatry and other telehealth services.
- Participates in quality improvement activities as directed.
- Understands and implements the principals of the Wellness and Recovery Model at various sites, including Wellness Centers and clinics and with Behavioral Health staff.
- Collaborates and works with other Behavioral Health Division Directors and other staff, consultants, and partners as assigned.
- Provides for methods to properly store, dispense, and manage medications and oversees other staff members in such matters.

BEHAVIORAL HEALTH UNIT SUPERVISOR - NURSING – 3

TYPICAL PHYSICAL REQUIREMENTS

Sit for extended periods; frequently stand and walk; normal manual dexterity and eye-hand coordination; ability to climb, stoop, crouch and kneel; lift and move object weighing up to 25 pounds without assistance; corrected hearing and vision to normal range; verbal communication; use of office equipment including computers, telephones, calculators, copiers, and FAX.

TYPICAL WORKING CONDITIONS

Work is usually performed in an office, clinic environment or at Board and Care Facility; exposure to communicable disease; continuous contact with staff and public; provides services at various physical sites across the county as needed.

DESIRABLE QUALIFICATIONS

Knowledge of:

- Principles, methods, and procedures of general nursing and mental health nursing, including psychotropic medications and side effects.
- Community mental health problems and issues and their relationship to the development and operations of programs and services to meet these needs.
- Federal, State, and County laws and regulations applicable to health programs.
- Causes, means of transmission, and method of control of communicable diseases, including sexually transmitted diseases, AIDS and tuberculosis.
- The sociological and cultural problems involved with providing services in a mental health nursing program.
- Program planning and development.
- Principles, techniques, and practices of business and health administration.
- Budget development and expenditure control.
- Principles and techniques of effective employee supervision, training, and development.

Ability to:

- Plan, organize, supervise, and administer the functions and services of the Behavioral Health Nursing Program Division of the Plumas County Behavioral Health Department.
- Develop, organize, analyze, and interpret statistical data.
- Provide direction, supervision and training for staff.
- Develop and administer a budget and control expenditures.
- Review the work of staff and resolve problems.

BEHAVIORAL HEALTH UNIT SUPERVISOR - NURSING – 4

Ability to – continued:

- Be responsible for the development, maintenance, and preparation of health statistics, medical records, and reports.
- Direct the preparation and prepare clear, concise reports.
- Effectively represent the Behavioral Health Department in contacts with the public, community organizations, other government agencies, and other health care providers.
- Establish and maintain cooperative working relationships.
- Coordinate assigned activities with community organizations, other government agencies, and primary care providers.
- Use computers and Electronic Health Records systems and software.

TRAINING AND EXPERIENCE

Required qualifications for this position:

Five (5) years of professional experience in public or private health setting as a Registered Nurse; and two (2) years in an administrative or supervisory capacity.

A Bachelor of Science in Nursing, including completion of sufficient nursing and public health studies to obtain requisite licenses and certificates from the State of California, or an equivalent combination of education, experience, and licensure as a Registered Nurse.

Completion of a Master of Nursing Degree or a master's degree in a related health field from an accredited program is desirable.

SPECIAL REQUIREMENTS

Possession and maintenance of a valid license as a Registered Nurse in California and remain active with all annual licensing requirements.

Must possess a valid driver's license at time of application and a valid California Driver's License by the time of appointment. The valid California Driver's License must be maintained throughout employment.

All County of Plumas employees are designated Disaster Service Workers through state law (California Government Code Section 3100-3109). Employment with Plumas County requires the affirmation of a loyalty oath to this effect. Employees are required to complete all Disaster Service Work related training as assigned, and to return to work as ordered in the event of an emergency.

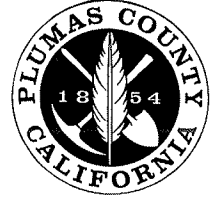
County of Plumas
Pay Schedule

Effective as of 03/16/2021 per Resolution No. 2021-8572; revised as of 04/20/2021 per Resolution No. 2021-8584
and 06/01/2021 per Resolution No. 2021-8592; adopted by the Board as of 11/02/2021 per Resolution No. 2021-8635

OE3 MID-MANAGEMENT

| Job Title | HOURLY RATE | | | | | | | | | | L4 | L5 |
|---|-------------|---------|---------|---------|---------|---------|---------|---------|---------|---------|----|----|
| | STEP 1 | STEP 2 | STEP 3 | STEP 4 | STEP 5 | L1 | L2 | L3 | L4 | L5 | | |
| A&D PROG CLINICIAN/SUPERVISOR | \$29.73 | \$31.22 | \$32.78 | \$34.43 | \$36.16 | \$37.97 | \$39.87 | \$41.87 | \$43.97 | \$46.17 | | |
| ALCOHOL & DRUG PROG CHIEF | \$29.73 | \$31.22 | \$32.78 | \$34.43 | \$36.16 | \$37.97 | \$39.87 | \$41.87 | \$43.97 | \$46.17 | | |
| ALTERNATIVE SENTENCING MANAGER | \$25.65 | \$26.93 | \$28.28 | \$29.70 | \$31.19 | \$32.75 | \$34.39 | \$36.12 | \$37.93 | \$39.83 | | |
| ANIMAL CONTROL SUPERVISOR | \$17.81 | \$18.69 | \$19.64 | \$20.62 | \$21.66 | \$22.74 | \$23.89 | \$25.08 | \$26.34 | \$27.67 | | |
| ASSESSOR'S OFFICE MANAGER | \$21.13 | \$22.19 | \$23.31 | \$24.47 | \$25.70 | \$26.98 | \$28.34 | \$29.76 | \$31.26 | \$32.82 | | |
| ASSISTANT BUILDING OFFICIAL | \$29.73 | \$31.22 | \$32.78 | \$34.42 | \$36.16 | \$37.97 | \$39.87 | \$41.87 | \$43.97 | \$46.17 | | |
| ASSISTANT COUNTY ASSESSOR | \$26.96 | \$28.32 | \$29.74 | \$31.23 | \$32.79 | \$34.44 | \$36.17 | \$37.98 | \$39.88 | \$41.88 | | |
| ASSISTANT DISTRICT ATTORNEY | \$44.72 | \$46.96 | \$49.32 | \$51.79 | \$54.38 | \$57.10 | \$59.97 | \$62.97 | \$66.13 | \$69.44 | | |
| ASSISTANT PLANNING DIRECTOR | \$29.73 | \$31.22 | \$32.78 | \$34.43 | \$36.16 | \$37.97 | \$39.87 | \$41.87 | \$43.97 | \$46.17 | | |
| ASST COUNTY CLERK-RECORDER | \$26.63 | \$27.97 | \$29.37 | \$30.83 | \$32.38 | \$34.01 | \$35.71 | \$37.51 | \$39.39 | \$41.37 | | |
| ASST DIR DEPT OF CHILD SUP SVC | \$23.30 | \$24.46 | \$25.69 | \$26.97 | \$28.33 | \$29.75 | \$31.24 | \$32.80 | \$34.45 | \$36.18 | | |
| ASST DIR OF PUBLIC WORKS | \$31.21 | \$32.77 | \$34.42 | \$36.15 | \$37.96 | \$39.86 | \$41.86 | \$43.96 | \$46.16 | \$48.47 | | |
| ASST DIRECTOR OF PUBLIC HEALTH | \$37.94 | \$39.84 | \$41.84 | \$43.94 | \$46.14 | \$48.45 | \$50.88 | \$53.44 | \$56.11 | \$58.92 | | |
| ASST TREASURER/TAX COLLECTOR | \$26.96 | \$28.32 | \$29.74 | \$31.23 | \$32.79 | \$34.44 | \$36.17 | \$37.98 | \$39.88 | \$41.88 | | |
| BH ADMIN SERVICES OFFICER | \$33.46 | \$35.13 | \$36.89 | \$38.74 | \$40.68 | \$42.72 | \$44.86 | \$47.11 | \$49.48 | \$51.96 | | |
| BH AOD PROGRAM ADMIN | \$36.59 | \$38.43 | \$40.36 | \$42.38 | \$44.50 | \$46.73 | \$49.07 | \$51.54 | \$54.12 | \$56.83 | | |
| BH CONTINUING CARE COORDINATOR | \$33.46 | \$35.13 | \$36.89 | \$38.74 | \$40.68 | \$42.72 | \$44.86 | \$47.11 | \$49.48 | \$51.96 | | |
| BH QUAL IMPROVEMENT/COMPL MGR | \$36.59 | \$38.43 | \$40.36 | \$42.38 | \$44.50 | \$46.73 | \$49.07 | \$51.54 | \$54.12 | \$56.83 | | |
| BH UNIT SUPERVISOR | \$33.46 | \$35.13 | \$36.89 | \$38.74 | \$40.68 | \$42.72 | \$44.86 | \$47.11 | \$49.48 | \$51.96 | | |
| BH UNIT SUPERVISOR-NURSING | \$37.94 | \$39.84 | \$41.84 | \$43.94 | \$46.14 | \$48.45 | \$50.88 | \$53.44 | \$56.11 | \$58.92 | | |
| BLDG/GRDS MAINT SUPERVISOR 1 | \$17.87 | \$18.77 | \$19.71 | \$20.70 | \$21.74 | \$22.83 | \$23.98 | \$25.18 | \$26.44 | \$27.77 | | |
| BLDG/GRDS MAINT SUPERVISOR 2 | \$19.20 | \$20.17 | \$21.18 | \$22.24 | \$23.35 | \$24.53 | \$25.77 | \$27.07 | \$28.42 | \$29.85 | | |
| BUILDING OFFICIAL | \$32.76 | \$34.40 | \$36.13 | \$37.94 | \$39.84 | \$41.84 | \$43.94 | \$46.14 | \$48.45 | \$50.88 | | |
| CHIEF APPRAISER | \$25.68 | \$26.96 | \$28.32 | \$29.74 | \$31.23 | \$32.79 | \$34.44 | \$36.17 | \$37.98 | \$39.88 | | |
| CHIEF CODE ENFORCEMENT OFFICER | \$28.59 | \$30.03 | \$31.54 | \$33.11 | \$34.77 | \$36.51 | \$38.34 | \$40.26 | \$42.28 | \$44.40 | | |
| CHIEF DEP PUB GRDN/CONSERVATOR | \$24.57 | \$25.81 | \$27.10 | \$28.46 | \$29.89 | \$31.39 | \$32.96 | \$34.61 | \$36.35 | \$38.17 | | |
| CHILDRENS SERVICES COORDINATOR | \$29.03 | \$30.49 | \$32.02 | \$33.63 | \$35.32 | \$37.08 | \$38.94 | \$40.89 | \$42.94 | \$45.09 | | |
| COMMUNITY CARE CASE MANAGER | \$17.73 | \$18.62 | \$19.56 | \$20.54 | \$21.58 | \$22.66 | \$23.80 | \$24.99 | \$26.25 | \$27.57 | | |
| DEPUTY AG COMM/SEALER OF WEIGHTS & MEASURES | \$28.66 | \$30.10 | \$31.61 | \$33.20 | \$34.86 | \$36.61 | \$38.45 | \$40.38 | \$42.40 | \$44.52 | | |
| DEP DIR/SOC SERV PROGRAM MGR | \$34.19 | \$35.91 | \$37.71 | \$39.60 | \$41.58 | \$43.66 | \$45.85 | \$48.15 | \$50.56 | \$53.09 | | |
| DEPARTMENT FISCAL OFFICER 1 | \$21.13 | \$22.19 | \$23.31 | \$24.47 | \$25.70 | \$26.98 | \$28.34 | \$29.76 | \$31.26 | \$32.82 | | |
| DEPARTMENT FISCAL OFFICER 2 | \$23.30 | \$24.46 | \$25.69 | \$26.97 | \$28.33 | \$29.75 | \$31.24 | \$32.80 | \$34.45 | \$36.18 | | |
| DEPUTY DIR OF PUBLIC WORKS | \$28.30 | \$29.72 | \$31.21 | \$32.77 | \$34.42 | \$36.15 | \$37.96 | \$39.86 | \$41.86 | \$43.96 | | |
| DIRECTOR OF NURSING - PH | \$39.74 | \$41.73 | \$43.82 | \$46.01 | \$48.31 | \$50.73 | \$53.28 | \$55.95 | \$58.75 | \$61.70 | | |
| DIV DIR VETERANS SVCS OFFICER | \$23.30 | \$24.46 | \$25.69 | \$26.97 | \$28.33 | \$29.75 | \$31.24 | \$32.80 | \$34.45 | \$36.18 | | |
| ELIGIBILITY SUPERVISOR | \$21.13 | \$22.19 | \$23.31 | \$24.47 | \$25.70 | \$26.98 | \$28.34 | \$29.76 | \$31.26 | \$32.82 | | |
| EMPLOYMENT & TRNG WKR SUP | \$26.24 | \$27.56 | \$28.94 | \$30.39 | \$31.92 | \$33.52 | \$35.20 | \$36.96 | \$38.81 | \$40.76 | | |
| EQUIPMENT MAINT SUPERVISOR | \$23.30 | \$24.46 | \$25.69 | \$26.97 | \$28.33 | \$29.75 | \$31.24 | \$32.80 | \$34.45 | \$36.18 | | |
| FISCAL SUPPORT COORD | \$18.50 | \$19.43 | \$20.41 | \$21.44 | \$22.52 | \$23.65 | \$24.84 | \$26.09 | \$27.40 | \$28.77 | | |
| GEO INFO SYSTEM (GIS) COORD | \$26.96 | \$28.32 | \$29.74 | \$31.23 | \$32.79 | \$34.44 | \$36.17 | \$37.98 | \$39.88 | \$41.88 | | |
| GRANT COMPLIANCE OFFICER | \$18.25 | \$19.17 | \$20.13 | \$21.15 | \$22.21 | \$23.33 | \$24.50 | \$25.73 | \$27.01 | \$28.37 | | |

| Job Title | STEP 1 | STEP 2 | STEP 3 | STEP 4 | STEP 5 | L1 | L2 | L3 | L4 | L5 |
|--------------------------------|---------|---------|---------|---------|---------|---------|---------|---------|---------|---------|
| HEALTH EDUCATION COORDINATOR 2 | \$25.68 | \$26.96 | \$28.32 | \$29.74 | \$31.23 | \$32.79 | \$34.44 | \$36.17 | \$37.98 | \$39.88 |
| LIBRARY LITERACY PROGRAM COORD | \$15.32 | \$16.09 | \$16.90 | \$17.76 | \$18.65 | \$19.59 | \$20.57 | \$21.61 | \$22.69 | \$23.83 |
| MNTL HLTH SERVICES ACT COORD | \$29.03 | \$30.49 | \$32.02 | \$33.63 | \$35.32 | \$37.08 | \$38.94 | \$40.89 | \$42.94 | \$45.09 |
| OFFICE SUPERVISOR | \$18.82 | \$19.77 | \$20.76 | \$21.81 | \$22.90 | \$24.05 | \$25.26 | \$26.52 | \$27.85 | \$29.25 |
| PERMIT MANAGER | \$21.13 | \$22.19 | \$23.31 | \$24.47 | \$25.70 | \$26.98 | \$28.34 | \$29.76 | \$31.26 | \$32.82 |
| PH ADMIN SERVICES OFFICER | \$33.46 | \$35.13 | \$36.89 | \$38.74 | \$40.68 | \$42.72 | \$44.86 | \$47.11 | \$49.48 | \$51.96 |
| PROGRAM CHIEF-NURSING | \$29.73 | \$31.22 | \$32.78 | \$34.43 | \$36.16 | \$37.97 | \$39.87 | \$41.87 | \$43.97 | \$46.17 |
| PROGRAM MANAGER 1 | \$30.94 | \$32.49 | \$34.12 | \$35.83 | \$37.63 | \$39.52 | \$41.50 | \$43.58 | \$45.76 | \$48.05 |
| PROGRAM MANAGER 2 | \$32.49 | \$34.12 | \$35.83 | \$37.63 | \$39.52 | \$41.50 | \$43.58 | \$45.76 | \$48.05 | \$50.46 |
| PUBLIC HEALTH PROG DIV CHIEF | \$28.29 | \$29.71 | \$31.20 | \$32.76 | \$34.40 | \$36.13 | \$37.94 | \$39.84 | \$41.84 | \$43.94 |
| PW FISCAL OFF/ADMIN SRVC MGR | \$26.81 | \$28.16 | \$29.58 | \$31.06 | \$32.62 | \$34.26 | \$35.98 | \$37.78 | \$39.67 | \$41.66 |
| PW ROAD MAINTENANCE SUPERVISOR | \$20.14 | \$21.16 | \$22.22 | \$23.34 | \$24.51 | \$25.74 | \$27.03 | \$28.39 | \$29.82 | \$31.32 |
| RECORDS MGMT COORDINATOR | \$18.26 | \$19.18 | \$20.14 | \$21.16 | \$22.22 | \$23.34 | \$24.51 | \$25.74 | \$27.03 | \$28.39 |
| SENIOR SERVICES DIVISION DIR. | \$21.66 | \$22.74 | \$23.89 | \$25.08 | \$26.34 | \$27.67 | \$29.05 | \$30.51 | \$32.04 | \$33.65 |
| SOCIAL SERVICES SUPERVISOR 1 | \$26.81 | \$28.16 | \$29.58 | \$31.06 | \$32.62 | \$34.26 | \$35.98 | \$37.78 | \$39.67 | \$41.66 |
| SOCIAL SERVICES SUPERVISOR 2 | \$30.94 | \$32.49 | \$34.13 | \$35.84 | \$37.63 | \$39.52 | \$41.50 | \$43.58 | \$45.76 | \$48.06 |
| STAFF SERVICES MANAGER | \$29.72 | \$31.21 | \$32.77 | \$34.42 | \$36.15 | \$37.96 | \$39.86 | \$41.86 | \$43.96 | \$46.16 |
| VICTIM/WITNESS COORDINATOR | \$17.72 | \$18.61 | \$19.55 | \$20.53 | \$21.57 | \$22.65 | \$23.79 | \$24.98 | \$26.24 | \$27.56 |



Plumas County Department of Information Technology

County Courthouse, 520 Main Street, Room 211
Quincy, California 95971
Phone: (530) 283-6336
Email: GregEllingson@countyofplumas.com

Greg Ellingson
Director of Information
Technology

DATE: January 31st, 2022
TO: Honorable Board of Supervisors
FROM: Greg Ellingson, Director of Information Technology

SUBJECT: **AGENDA ITEM FOR THE MEETING OF FEBRUARY 8th, 2022 RE:
APPROVAL OF PAYMENT FOR EMAIL SERVER RECOVERY ASSISTANCE.**

It is recommended that the Board:

1. Approve Item 1 below.

Item 1: Approval of payment for service/support specified below.

Background and Discussion:

Approval of payment to Moxfive for assistance with email database corruption recovery prior to office 365 migration.

Moxfive assisted with recovery of corrupted exchange databases, mail flow, and active directory issues stemming from network breach in November of 2021. This was necessary in preparation for migration of email services to office 365 and to regain normal county operations.

This cost goes towards the \$50,000 cybersecurity deductible held by the county. When this invoice is applied \$16,688.50 of the retention remains.

| Vendor | Description | Amount |
|---------------|--------------------------------------|---------------|
| Moxfive LLC | Email / Domain Controller Assistance | \$19,199.00 |



Invoice

MOXFIVE LLC
1751 Pinnacle Dr Ste 600
Tysons, VA 22102

| |
|-----------|
| Date |
| 11/30/21 |
| Invoice # |
| 2768 |
| Due Date |
| 12/30/21 |
| Terms |
| Net 30 |

| |
|---|
| Bill To |
| Roberta Allen c/o County of Plumas 520 Main St., Rm 205 Quincy, CA 95971 |

| | | |
|------------------|-------------------|-------------------|
| Project | Claims Mgr | Claims ID |
| County of Plumas | Jackie Jones | BEAZL100005131786 |

| Item | Description | Qty | Rate | Amount |
|--|--|--------------------------------|--------|-----------|
| Server Support | Data recovery efforts focused on restoring and/or rebuilding servers | 54 | 275.00 | 14,850.00 |
| Incident Management | Technical advisory services to create and support the operational strategy and execution of incident response efforts | 13.5 | 300.00 | 4,050.00 |
| Expenses | Reimbursable expense for purchase of Kernel - A tool commonly used in advanced troubleshooting and recovery/ migrations required for on-premise Exchange servers. The tool allows for recovery of corrupted and restoration/merging of EDB mailboxes and Public Folders from backups back into a production environment limiting data loss in the event a restore is required. | 1 | 299.00 | 299.00 |
| Electronic payment preferred. If you have any questions, please contact us at accounting@moxfive.com . | | Subtotal \$19,199.00 | | |
| | | Sales Tax (0.0%) \$0.00 | | |
| | | Total \$19,199.00 | | |



Plumas County Department of Information Technology

County Courthouse, 520 Main Street, Room 211
Quincy, California 95971
Phone: (530) 283-6336
Email: GregEllingson@countyofplumas.com

Greg Ellingson
*Director of Information
Technology*

DATE: January 31st, 2022
TO: Honorable Board of Supervisors
FROM: Greg Ellingson, Director of Information Technology

SUBJECT: **AGENDA ITEM FOR THE MEETING OF FEBRUARY 8th, 2022 RE:
APPROVAL OF PAYMENT FOR LEGAL ASSISTANCE FROM BAKER & HOSTETLER LLC.**

It is recommended that the Board:

1. Approve Item 1 below.

Item 1: Approval of payment for service/support specified below.

Background and Discussion:

Approval of payment to Baker & Hostetler LLC for legal assistance post network breach in November of 2021

Baker & Hostetler assisted with legal issues and guidance post network breach.

This cost goes towards the \$50,000 cybersecurity deductible held by the county. When this invoice is applied \$4,387.00 of the retention remains.

| Vendor | Description | Amount |
|-----------------------|--------------------|---------------|
| Baker & Hostetler LLC | Legal Assistance | \$12,301.50 |

BakerHostetler

Plumas County, California
520 Main Street
Quincy, CA 95971

Invoice Date: 12/30/21
Invoice Number: 50967689
B&H File Number: 08672/123983/000001
Taxpayer ID Number: 34-0082025
Page 1

**Regarding: BIS20: Lockbit 2.0 Ransomware Attack Incident Response /
BEAZL100005131786**

For professional services rendered through November 30, 2021

BALANCE FOR THIS INVOICE DUE BY 01/29/22 \$ 12,301.50

Remittance Copy

Please include this page with payment

Invoice No: 50967689

Firm Contact Information

Christine Fagan
(212) 589-4251
cfagan@bakerlaw.com

| | |
|---|---|
| <p>Please Remit To: Baker & Hostetler LLP P.O. Box 70189 Cleveland, OH 44190-0189</p> | <p>FOR WIRE REMITTANCES: Baker & Hostetler LLP KeyBank, N.A., Cleveland, OH Account No: 1001516552 / ABA 041001039 <u>SWIFT Code: KEYBUS33</u></p> |
| <p>Reference Invoice No: 50967689</p> | <p>Email the "Remittance Copy" to bakerlockbox@bakerlaw.com</p> |

Item 5C3



Plumas County Department of Information Technology

County Courthouse, 520 Main Street, Room 211
Quincy, California 95971
Phone: (530) 283-6336
Email: GregEllingson@countyofplumas.com

Greg Ellingson
Director of Information
Technology

DATE: January 31st, 2022
TO: Honorable Board of Supervisors
FROM: Greg Ellingson, Director of Information Technology

SUBJECT: **AGENDA ITEM FOR THE MEETING OF FEBRUARY 8th, 2022 RE:
APPROVAL OF PAYMENT TO DAUNTLESS DISCOVERY.**

It is recommended that the Board:

1. Approve Item 1 below.

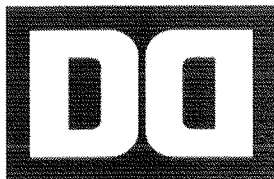
Item 1: Approval of payment for service/support specified below.

Background and Discussion:

Approval of payment to Dauntless Discovery for data assessment in response to November 2021 network breach.

This cost goes towards the \$50,000 cybersecurity deductible held by the county. The county is responsible for 4,387.00 of the invoice. \$0.00 of the insurance deductible remain and all remaining costs related to this event will be covered by insurance.

| Vendor | Description | Amount |
|---------------------|-----------------|------------|
| Dauntless Discovery | Data Assessment | \$4,387.00 |



DAUNTLESS DISCOVERY

Invoice: 45132

From:

Dauntless Discovery
808 Aviation Parkway
STE 1200
Morrisville, NC 27560

Bill To:

County of Plumas

Invoice Date: 12/31/2021
Contact(s): Gabriel Hydrick

Matter #:
Matter: County of Plumas

Summary of Work Performed: 12/01/2021 - 12/31/2021

| Work Type | QTY | Rate | Total |
|-------------------------|--------|----------|------------|
| Early Data Assessment | 5.5 | \$195.00 | \$1,072.50 |
| Hosted Data Storage | 232.63 | \$8.00 | \$1,861.04 |
| Hosted User Account Fee | 4 | \$81.00 | \$324.00 |
| Native Data Processing | 226.79 | \$40.00 | \$9,071.60 |
| Project Management | 5.75 | \$195.00 | \$1,121.25 |

\$13,450.39

Total Due: \$13,450.39

Total Due By: 1/31/2022

ACH/WIRE INFORMATION:

Bank Name: Wells Fargo Bank, N.A.
ACH Routing Number: 031000503
Wire Routing Number: (RTN/ABA) 121000248
Account Number: 7144875791
SWIFT/BIC Code: WFBUS6S

REMIT TO:

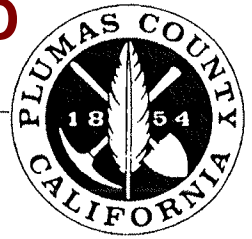
Dauntless Discovery, LLC
808 Aviation Parkway
Suite 1200
Morrisville, NC 27560

Remittance Contact: michelle.skurchak@dauntlessdiscovery.com

PLUMAS COUNTY LIBRARY

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

Item 5D



*Lindsay Fuchs
County Librarian*

DATE: February 1, 2022
TO: Honorable Board of Supervisors
FROM: Lindsay Fuchs, Plumas County Librarian
RE: Authorize the County Librarian to recruit and fill the vacant Extra-Help Library Aide position for Greenville.

Recommendation:

Authorize the County Librarian to recruit and fill the vacant Extra-Help Library Aide position for Greenville.

Background:

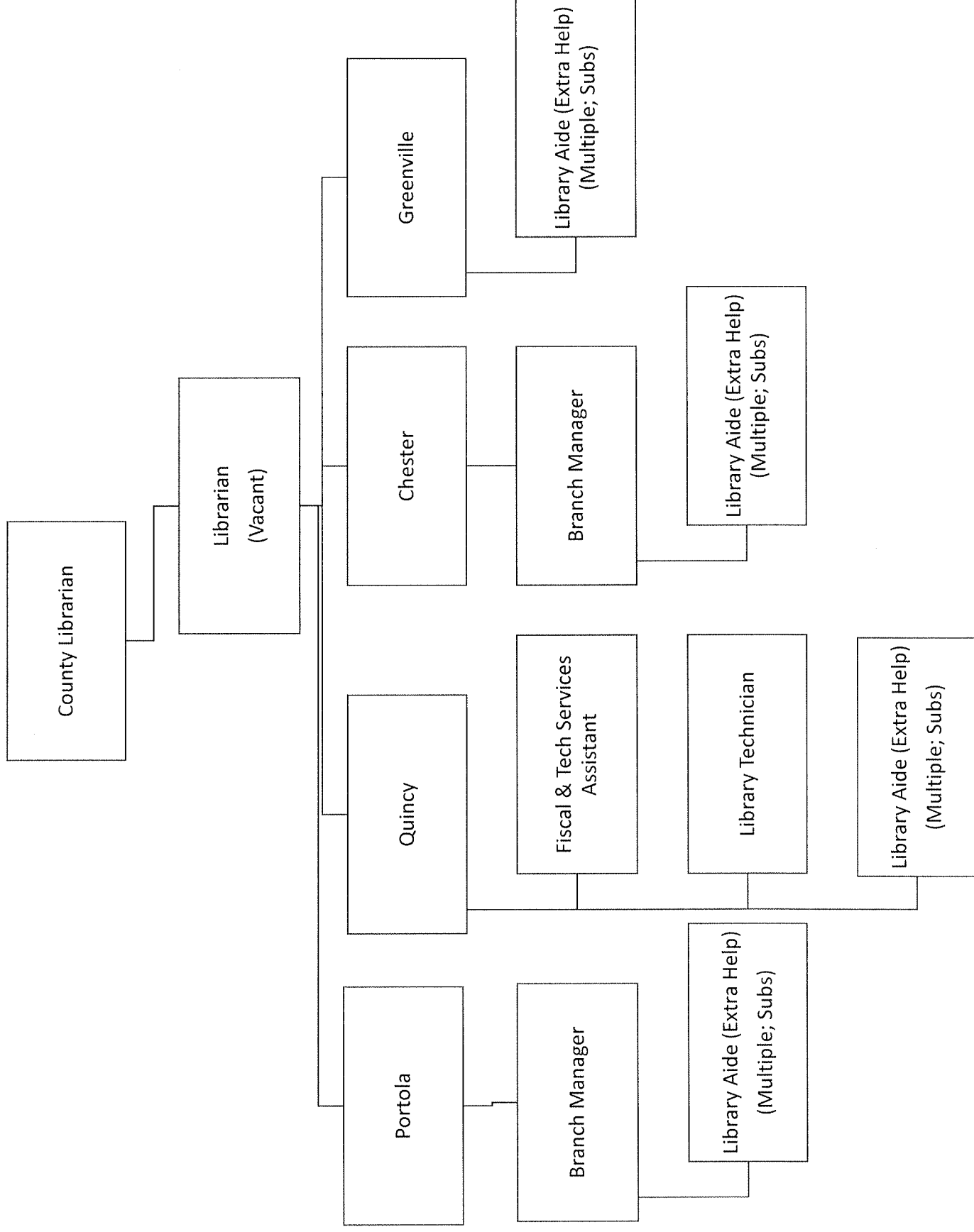
The Board approved the temporary Library Branch location in Greenville.

The appropriate Critical Staffing Questionnaire and Departmental Organizational Chart are attached.

Cost:

Other Wages to fulfill this Extra Help position have already been approved and marked for in the Library budget for 21/22FY. This position was already acknowledged in costs for the MOU for the Greenville Library temporary location. This position starts at \$15/hr.

Organizational Chart for Plumas County Library



QUESTIONS FOR STAFFING CRITICAL POSITIONS CURRENTLY ALLOCATED FOR
FISCAL YEAR 2020/2021

1. Is this a legitimate business, statutory, or financial justification to fill the position?

Yes. The Extra Help Library Aide position(s) for the Greenville Branch was funded for the 21/22FY budget. The Library Aide position is vital for Library operations to continue without interruption.

2. Why is it critical that this position be filled at this time?

The temporary Library location in Greenville was approved and staff for that location is needed.

3. How long has this position been vacant?

The Dixie Fire in August 2021 created the vacancy as staff out of that branch resigned for other positions over the last several months.

4. Can the department use other wages until the next budget cycle?

This position is Extra Help and will be using Other Wages.

5. What are staffing levels at other counties for similar departments and/or positions?

Other counties who run similar programs through the Literacy and/or Library systems have similar positions.

6. What core function will be impacted without filling the position prior to July 1st?

The temporary location will cost additional money in in-county travel expenses if staff from other locations need to be sent to that location instead of having a dedicated staff member out of that location.

7. What negative fiscal impact will the County suffer if the position is not filled prior to July 1st?

It is vital for the community of Greenville to have a temporary library location in the aftermath of the Dixie Fire.

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

N/A

8. Does the Department expect other financial expenditures which will impact the general fund and are not budgeted such as audit exceptions?

No.

9. Does the budget reduction plan anticipate the elimination of any of the requested positions?

This position is Extra Help and is at-will. This is a General Fund dept.

10. Departments shall provide an estimate of future general fund support for the next two years and how the immediate filling of this position may impact, positively or negatively, the need for general fund support?

The immediate filling of this position will not impact the Dept/General Fund as funding has already been sent aside for the current fiscal budget. This position is accounted for during budget planning as it is a necessary position to run the Library Department.

11. Does the department have a reserve? If yes, provide the activity of the department's reserve account for the last three years?

No, the department is funded by the General Fund.

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 Robert Thorman, P.E., Assist. Director



AGENDA REQUEST

For the February 8, 2022 meeting of the Plumas County Board of Supervisors

January 28, 2022

To: Honorable Board of Supervisors

From: John Mannle, Director of Public Works

Subject: Authorization for the Public Works/Road Department to fill vacancy for One (1) FTE PW Maintenance Worker II position in the Chester Maintenance District, discussion and possible action.

Background:

Filling a vacancy in Chester due to a transfer.

The Department is requesting to fill this position.

This position is funded and allocated in the proposed FY 21/22 budget of the Department of Public Works

The completed Critical Staffing Questionnaire and Departmental Organization Chart are attached.

Recommendation:

The Director of Public works respectfully recommends the Board of Supervisors authorize the Department to fill the vacancy for one (1) FTE PW Maintenance Worker II position in the Chester Maintenance District.

Attachments: Critical Staffing Questionnaire
Departmental Organization Chart

QUESTIONS FOR STAFFING CRITICAL POSITIONS WHICH ARE CURRENTLY ALLOCATED.

Public Works Maintenance Worker II/III Public Works Maintenance Division – Chester District

Is there a legitimate business, statutory or financial justification to fill the position?

Yes- Street & Highways Code - the Maintenance division is a necessary component to maintain county roads and bridges in a safe condition for public use for all modes of travel 24/7/365.

Why is it critical that this position be filled at this time?

The minimum crew size for the Chester area is 6. At least 2 personnel provide for traffic control during the majority of maintenance activities leaving just 4 personnel to perform the activity. Maintenance Workers are subject to 24-hour “call-out” for road related emergencies and snow removal.

How long has the position been vacant?

Vacant as of January 24, 2022.

Can the Department use other wages until the next budget cycle?

The Maintenance Division’s budget line item for wages in the 20/21 budget includes funds for this position.

What are staffing levels at other counties for similar departments and/or positions?

No specific research has been performed for this position. Generally speaking, however, past research tasks have identified Plumas County as being consistent with neighboring Counties.

What core function will be impacted without filling the position prior to July 1?

Providing adequate maintenance necessary component to keep County roads in the Chester Area in a safe condition for public use for all modes of travel.

What negative fiscal impact will the County suffer if the position is not filled prior to July 1?

The negative fiscal impact will be the increase in the County’s liability due to inadequate maintenance of County roads in the Beckwourth Area.

A non-General Fund department head needs to satisfy that he/she has developed a budget reduction plan in the event of the loss of future state, federal or local funding. What impact will this reduction plan have to other County departments? **None**

Does the department expect other financial expenditures which will impact the general fund and are not budgeted such as audit exceptions? **No**

Does the budget reduction plan anticipate the elimination of any of the requested positions?

No

Departments shall provide an estimate of future general fund support for the next two years and how the immediate filling of this position may impact, positively or negatively, the need for general fund support? **No change in General Fund support since this is already a budgeted position.**

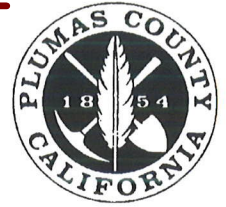
Does the department have a reserve?

Yes – \$1,069,000.

DIRECTOR OF PUBLIC WORKS <John Mannic> 04/20/21 (1) 1



Director of Public Works



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 Robert Thorman, P.E., Assist. Director

AGENDA REQUEST

For the February 8, 2022 meeting of the Plumas County Board of Supervisors

January 27, 2022

To: Honorable Board of Supervisors

From: John Mannle, Director of Public Works 

Subject: Authorization for the Public Works/Road Department to fill the vacancy of One (1) FTE PW Maintenance Worker II position in the Quincy Maintenance District, discussion and possible action.

Background:

Filling a vacancy in Quincy due to a Promotion.

The Department is requesting to fill this position.

This position is funded and allocated in the proposed FY 21/22 budget of the Department of Public Works

The completed Critical Staffing Questionnaire and Departmental Organization Chart are attached.

Recommendation:

The Director of Public works respectfully recommends the Board of Supervisors authorize the Department to fill the vacancy of one (1) FTE PW Maintenance Worker II position in the Quincy Maintenance District.

Attachments: Critical Staffing Questionnaire
Departmental Organization Chart

QUESTIONS FOR STAFFING CRITICAL POSITIONS WHICH ARE CURRENTLY ALLOCATED.

Public Works Maintenance Worker II/III Public Works Maintenance Division – Quincy District

Is there a legitimate business, statutory or financial justification to fill the position?

Yes- Street & Highways Code - the Maintenance division is a necessary component to maintain county roads and bridges in a safe condition for public use for all modes of travel 24/7/365.

Why is it critical that this position be filled at this time?

The minimum crew size for the Quincy area is 10. This crew is responsible for county-wide traffic painting, heavy equipment transport and supplementing other crews with personnel and equipment. Maintenance Workers are subject to 24-hour “call-out” for road related emergencies and snow removal.

How long has the position been vacant?

Vacant as of January 30, 2022

Can the Department use other wages until the next budget cycle?

The Maintenance Division’s budget line item for wages in the 21/22 budget includes funds for this position.

What are staffing levels at other counties for similar departments and/or positions?

A minimum of 10 Maintenance Workers

What core function will be impacted without filling the position prior to July 1?

Providing adequate maintenance necessary component to keep County roads in the Quincy Area in a safe condition for public use for all modes of travel.

What negative fiscal impact will the County suffer if the position is not filled prior to July 1?

The negative fiscal impact will be the increase in the County’s liability due to inadequate maintenance of County roads in the Quincy Area.

A non-General Fund department head needs to satisfy that he/she has developed a budget reduction plan in the event of the loss of future state, federal or local funding. What impact will this reduction plan have to other County departments? **None**

Does the department expect other financial expenditures which will impact the general fund and are not budgeted such as audit exceptions? **No**

Does the budget reduction plan anticipate the elimination of any of the requested positions?

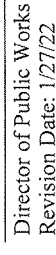
No

Departments shall provide an estimate of future general fund support for the next two years and how the immediate filling of this position may impact, positively or negatively, the need for general fund support? **No change in General Fund support since this is already a budgeted position.**

Does the department have a reserve?

Yes – \$1,069,000.

DIRECTOR OF PUBLIC WORKS <John Mannic> 04/20/21 (1) ☐



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 Robert Thorman, P.E., Assistant Director



AGENDA REQUEST

for the February 8th, 2022 meeting of the Plumas County Board of Supervisors

Date: January 24, 2022

To: Honorable Board of Supervisors

From: John Mannle, Director of Public Works

A handwritten signature in blue ink, appearing to read "Mannle".

Subject: Consideration of a RESOLUTION – Notice of intent to abandon / vacate a portion of Beckwourth Genesee Road (between milepost 2.0 and 3.0).

BACKGROUND:

The property owner is requesting to vacate a portion of Beckwourth Genesee Road between milepost 2.0 and 3.0.

One utility, AT&T, owns and operates a communication line in the portion of the planned vacation. The department prepared a utility and access easement which was signed by AT&T and recorded, document #2020-0007694.

The Planning Department provided an internal memo dated August 31, 2021 notifying the Public Works Department that the vacation is in conformity with the Plumas County 2035 General Plan, see attached.

County Counsel, Gretchen Stuhr, has reviewed all of the prepared documents and procedures relating to this vacation. The vacation resolution, attached, is approved as to form as of January 24, 2022.

Resolution has been reviewed by County Counsel and approved as to form.

RECOMMENDATION:

The Plumas County Public Works Department respectfully recommends that the Board of Supervisors adopt the attached Resolution to vacate a portion of Beckwourth Genesee Road.

Attachments:

Resolution to vacate a portion of Beckwourth Genesee Road

Vacation Memo from Planning Department

Vacation Exhibit

RESOLUTION NO. 22-

**A RESOLUTION VACATING PORTIONS OF BECKWOURTH-GENESEE RD
BETWEEN MILEPOSTS 2.0 AND 3.0 (THIS SECTION IS NOW BYPASSED BY A NEW
ROAD ALIGNMENT CONSTRUCTED BY THE U.S. DEPARTMENT OF
TRANSPORTATION FEDERAL HIGHWAY ADMINISTRATION).**

WHEREAS, the property owner of the proposed vacation area is requesting that Plumas County vacate its rights to the existing easement; and

WHEREAS, the proposed vacation is a redundant portion of the road system and will not adversely affect the ability for Plumas County to properly manage and maintain the remaining alignment of Beckwourth-Genesee Road.

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors of the County of Plumas, State of California, finds that Section 8333 of the Streets and Highways Code is applicable and that the subject easement as shown on the attached map, Exhibit "A", and more specifically described as a portion of Beckwourth-Genesee Road between mileposts 2.0 and 3.0 is hereby vacated due to this portion no longer being needed.

BE IT FURTHER RESOLVED that the Clerk of the Board of Supervisors shall cause a certified copy of this Resolution to be recorded as provided in Section 8336 of the Streets and Highways Code.

BE IT FURTHER RESOLVED that from and after the date of this Resolution being recorded, the subject easement no longer constitutes a public easement.

The foregoing Resolution was duly passed and adopted by the Board of Supervisors of the County of Plumas, State of California, at a regular meeting of said Board held on the ____ day of _____, 2022 by the following vote:

AYES: Supervisor(s)

NOES: None

ABSENT: None


ABSTAIN:

Chair, Board of Supervisors

ATTEST:

Clerk of the Board of Supervisors

Approved as to form:


Gretchen Stuhr
Plumas County Counsel



PLUMAS COUNTY PLANNING & BUILDING SERVICES

PLANNING DEPARTMENT
DIRECTOR FERGUSON

traceyferguson@countyofplumas.com

August 31, 2021

MEMORANDUM

TO: John Mannle, Director of Public Works

FROM: Tracey Ferguson, AICP, Zoning Administrator *T.F.*

CC: Becky Herrin, Assistant Planning Director
Evan Hasse, Sr. Engineering Technician

RE: Vacation (Abandonment) of Old Alignment of Beckwourth-Genesee Road
General Plan Conformity Determination Under California Government Code Section 65402(a)

This memorandum is in response to the Public Works letter dated June 29, 2021 requesting the Planning Department review the Vacation (Abandonment) Portion of Old Alignment of Beckwourth-Genesee Road project against the Plumas County General Plan to ensure there are no conflicts with the General Plan.

California Government Code Section 65402(a) states no street shall be vacated or abandoned until the planning agency makes a report on the conformity of the location, purpose, and extent of such street vacation or abandonment with the General Plan.

Plumas County Code Sec. 2-4.503(b) gives the Zoning Administrator the responsibility to review vacation/abandonments per California Government Code Section 65402(a) for conformity with to the County's adopted General Plan.

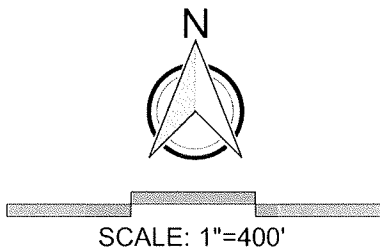
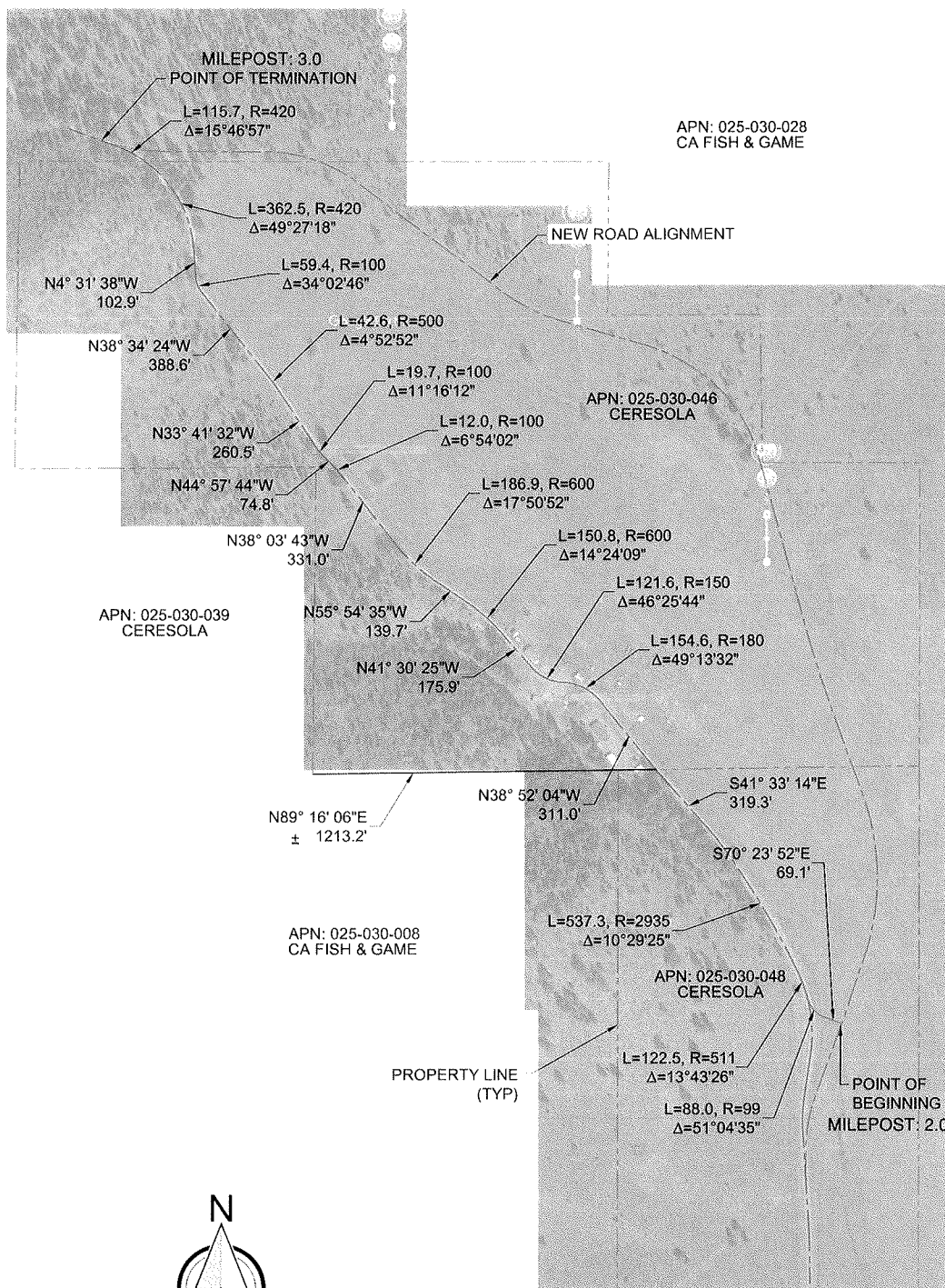
It's understood a new alignment of Beckwourth-Genesee Road was constructed resulting in a bypassed roadway to the west known as the "Old Alignment" that is the subject of vacation (Abandonment).

The Plumas County 2035 General Plan Circulation Element Policy 4.1.3, Required Roadway Access, states, "The County shall require that every parcel created and all developments are provided with roadway access that will accommodate the permitted density and intensity of development..."

Upon evaluation of APN 025-030-050-000 (subject parcel of Abandonment application) continuous access is retained on the southern boundary from the new Beckwourth-Genesee Road alignment to the subject parcel along the "Old Alignment" roadway. Additionally, on the northern end the subject parcel has similar access from the new Beckwourth-Genesee Road alignment to the "Old Alignment" roadway. All other adjacent parcels retain roadway access.

Therefore, pursuant to California Government Code Section 65402(a) the vacation (Abandonment) of Old Alignment of Beckwourth-Genesee Road is in conformity with the Plumas County 2035 General Plan.

EXHIBIT "A"
ROAD VACATION EXHIBIT





BOARD OF SUPERVISORS

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

February 1, 2022

Wade Crowfoot, Secretary
California Natural Resources Agency
715 P Street
Sacramento, CA 95814

RE: County of Lassen – Comment Letter, Draft “Pathways to 30 x 30” strategy

Dear Mr. Crowfoot:

The Plumas County Board of Supervisors, would like to acknowledge, and concur with the content of the commentary set forth in the attached Comment Letter concerning the California Natural Resources Agency (CNRA) Draft Pathways to 30 x 30: Accelerating Conservation of California’s Nature”

Please accept and give your full consideration to the comments in the attached Comment Letter drafted by the County of Lassen.

Thank you for your time and consideration.

Sincerely,

Kevin Goss, Chairman
Plumas County Board of Supervisors

County of Lassen
BOARD OF SUPERVISORS



CHRIS GALLAGHER

District 1

GARY BRIDGES

District 2

JEFF HEMPHILL

District 3

AARON ALBAUGH

District 4

TOM HAMMOND

District 5

County Administration Office
221 S. Roop Street, Suite 4
Susanville, CA 96130
Phone: 530-251-8333
Fax: 530-251-2663

January 18, 2022

Wade Crowfoot, Secretary
California Natural Resources Agency
715 P Street
Sacramento, CA 95814

RE: Comment Letter, Draft "Pathways to 30x30" strategy

Dear Mr. Crowfoot:

On behalf of the Lassen County Board of Supervisors, I am pleased to provide our comments on the California Natural Resources Agency (CNRA) Draft "Pathways to 30 x 30: Accelerating Conservation of California's Nature."

30 x 30 divides California into nine regions and puts Lassen County in the Sierra Nevada Region. While a portion of the Sierra Nevada mountain range does exist in Lassen County, other equally important landscapes in Lassen County include the Cascade Range, Modoc Plateau, and Basin and Range geomorphic provinces. All of these equally important landscapes converge nearby the county seat of the City of Susanville. Lassen County covers 4,720 square miles, the 8th largest county by size, and 47th least populated county in the state. Lassen County is also the location of Eagle Lake, the second largest natural fresh water lake wholly in California. There are nine state-managed wildlife areas and 1.6 million acres of public land is managed by the federal government. Overall, approximately 59% of the land in Lassen County is owned or controlled by a federal, state or local government agency.

Please accept and give your full consideration to our comments, as follows:

Conservation Challenges:

- **Intergovernmental Partnerships:** The Draft seeks to utilize intergovernmental partnerships. A good starting point for improving intergovernmental partnerships would be for the State to honor its past promises made to counties. With regard to land conservation, the state currently owes millions of dollars to Lassen County from the California's Payment-in-Lieu-of Taxes (PILT) program of 1949 and California Land Conservation Act of 1965 (Williamson Act). These are payments made by the State for mitigating the adverse impacts to county property tax revenues that result when the state acquires private property for wildlife management areas or when private property enrolls in the Williamson Act program. The state's broken promises have impacted this county's ability to deliver basic public services, especially public safety.

- **State priorities:** The state is not currently maintaining land and facilities under its ownership. While it is predicted in the Governor's 2022-2023 proposed budget that the state will have a \$45.7 billion surplus, the state has \$66.9 billion in deferred maintenance for state-owned facilities. In the state's California Five-Year Infrastructure Plan 2021-22, the state has identified \$66.9 billion in deferred maintenance but the then 2021-22 Governor's Budget had only proposed \$250 million for deferred maintenance projects. Needed, but not funded, deferred maintenance requests include \$1.2 billion for state parks, \$157 million for the Department of Forestry and Fire Protection, and \$71 million for the Department of Fish and Wildlife. According to the state's infrastructure plan, that "deferred maintenance is maintenance that has not been completed to keep state-owned facilities in an acceptable and operable condition and that is intended to maintain or extend their useful life." The 30 x 30 strategy should solve this problem and emphasize clearing the backlog of deferred maintenance, on behalf of Californians, prior to the state making any new acquisitions of land.
- **Trespassing and environmental crimes on public lands:** Overcoming illegal cannabis cultivation's impacts, and other crimes on our public lands, are a major conservation challenge. All of the environmental harms, enforcement problems, and threats to public safety associated with illegal cannabis cultivation are proving to be unsurmountable problems that all levels of government are dealing with and achieving little success.
- **Intensifying wildfires:** Climate change alone is not the reason for wildfires. Decades of forest mismanagement by public agencies and environmental regulations have created hazardous fuels conditions throughout our public lands. Gross mismanagement has resulted in loss of life and property, destroyed businesses and lost jobs, and ruined the resource, and our local economy, now and for future generations.
- **Wildlife Migration Corridors:** According to the UC Davis Road Ecology Center; Seventh Annual Special Report on the Impact of Wildlife-Vehicle Conflict (WVC) on California Drivers and Animals, "Wildlife-vehicle collisions continue to be an under-recognized and under-reported threat to wildlife population and to drivers in certain areas." Lassen County would support actions by the state to allocate sufficient funding to build needed WVC reduction projects along the U.S. Hwy 395 corridor.
- **Groundwater exportation to the State of Nevada:** The potential and threat of water exportation from Lassen County ground water basins was demonstrated in the late 1980's and 1990's with private interests in the State of Nevada to develop projects in Washoe County, Nevada. The state has adopted groundwater restrictions to deal with exportation including the Sierra Valley Groundwater Basin Act, Honey Lake Valley Ground Water Basin Act, and Surprise Valley Groundwater Basin Act, in response to the intentions of the private interests in Nevada to pump groundwater from California.
- **State "managed" Wildlife Areas:** Lassen County is home to several state "managed" wildlife areas. As discussed above, the state has billions of dollars of deferred maintenance. 30 x 30 should address deferred maintenance, and improve the critical habitat within, state "managed" areas. Wildlife areas in Lassen County include Willow Creek, Honey Lake, Hallelujah Junction, Biscar, Ash Creek, Doyle, Surprise Valley, Bass Hill, and Silver Creek. These are areas that contain critical habitat that require greater budgetary priority by the state, especially to address issues such as invasive species,

deferred maintenance, habitat restoration, and accessibility improvements for visitors.

Important Habitats for Conservation:

- Important habitats for conservation must be those that contain critical habitat, that if acquired, will expand and increase public opportunities for hunting and fishing by the general public. Support for and expansion of hunting and fishing opportunities is well known to be a great motivation for the acquisition and conservation of land. It is very important to us that the state continue to work in partnership with wildlife and fisheries habitat conservation groups to ensure that existing lands and new acquisitions do not prohibit or exclude opportunities for hunting, fishing, and gathering.

Access Priorities:

- As stated above, the state has tens of billions of dollars of deferred maintenance. Removal of barriers to access to state-owned lands, pursuant to the Americans with Disability Act, should be a priority of the state to complete prior to the state acquiring additional properties and conservation easements.
- Multiple Use. Management of state-owned lands should provide assurance of maximum public benefit. The state should plan for multiple use and manage renewable and non-renewable resources to maximize public benefit. Access plans should accommodate all uses and users, including powered mobility-aids, all-terrain vehicles (ATV), horseback riding, foot traffic, swimming, skiing and over-snow-vehicles, target shooting, hunting, fishing, off-highway vehicles, mountain biking, camping, and other user groups.

Barriers to Access:

- According to the California Protected Areas Database, there are over 50 million acres of protected open space lands in California in addition to 49.6 million acres in 15,989 "parks". The state should aggressively focus on removing barriers to access to those lands prior to implementing 30 x 30.

Projected Climate Change Impacts:

- Projected Climate Change Impacts cannot be mitigated. Lack of funding and unfunded state mandates are the most significant threats and barriers facing Lassen County's ability to provide public services. Lack of funding and unfunded state mandates reduces the county's ability to plan, prepare for and respond to impacts facing Californians and visitors to the state, such as impacts caused from extreme temperatures, fires, drought or flooding, grid failures, and inclement weather.

Potential Nature-Based Solutions:

- Mismanagement of public forestlands is a disaster being made worse from antiquated environmental laws and regulations that slow or prevent good science based sustainable habitat work, and other resource and forest management efforts. A potential nature-based solution would be to seek to eliminate environmental "green tape" that causes delay in controlling invasive species and delay the harvesting/planting/reforestation of wildfire destroyed forestlands, grasslands, and other critical habitats.
- Agricultural based solutions, such as Williamson Act, should be given urgency and priority over land acquisitions. Agriculture is one of California's key industries. Continued use and conservation of grazing and farmland are opportunities that also provide wildlife habitat and

water quality benefits. Using the Williamson Act would decrease the state's need to acquire and manage land, however, would add to the amount of conserved land throughout the state. The state should incentivize, through the removal of financial, policy and regulatory barriers, investments in farming and grazing practices that help to achieve the state's conservation objectives. Studies from the University California, Davis, have found that grasslands and rangelands can be more resilient carbon sinks than forests, and that proper grazing management can even help mitigate climate change.

- Restoring and maintaining fire resilient landscapes by doing hazardous fuel treatments such as chipping, thinning, burning and grazing are nature-based solutions. Fuel hazard mitigation efforts have treated over 90,000 acres in Lassen County and an additional 30,000 acres are scheduled for treatment by the Lassen Fire Safe Council, Inc. The state should continue to do more to make incentives and enact regulatory-relief measures that simplify and accelerate state and federal approvals to restore and create resilient landscapes.
- Excessive feral horse and feral burro grazing, invasive annual grasses, expansion of native western juniper, and altered frequencies of fire are cited examples by the California Wildlife; Conservation Challenges (CA State Wildlife Action Plan 2005) as major stressors negatively affecting resources. These are serious problems causing negative impacts on resource lands. Dealing with these issues, should, more than anything else, be given urgency and priority by the state as essential nature-based solutions that can provide immediate conservation benefits without the need to acquire additional land.
- Groundwater Sustainability Agencies. The state's Sustainable Groundwater Management Act (SGMA) is establishing managing groundwater at the local level. Priorities that may be implemented in groundwater sustainability plans (GSPs) could include water conservation efforts that also could be advantageous to wildlife habitat and ecosystems dependent on groundwater and interconnected surface water.

Conservation Challenges:

- We completely disagree with the state's assertion of competing priorities between grazing, agriculture, and conservation. This is simply not a true statement. Livestock grazing is being used with success for improving and maintaining habitat for important species, and grazing also helps to keep potential wildfire fuels in check and helps to control non-native plants. We respectfully request that you correctly give importance to the use of grazing and agricultural practices as a successful and relevant management tool for achieving conservation objectives. Science and peer-reviewed studies on such successes are available from the University of California, Agriculture and Natural Resources publications. The state should investigate why many grazing permit allotments are not being utilized on federal lands to determine solutions that can expand grazing as a management tool.
- The state's practice of deferring maintenance of existing state-owned lands, and not partnering with local agencies to improve upon other public lands, means potentially higher costs to Californians, health and safety failures, barriers to access, and other negative implications. The state must redirect and focus its conservation priorities to deal with deferred maintenance and the restoration of existing landscapes, statewide and locally.

Conservation Successes:

- There are many notable conservation success examples. Here are a few recent publications

spanning grazing systems and conservation benefits:

- Rangeland Ecosystem Service Markets: Panacea or Wicked Problem? Roche LM, Saitone TL and Tate KW (2021)
- Soil Health as a Transformational Change Agent for US Grazing Lands Management, J.D. Derner et al / Rangeland Ecology & Management 71 (2018)
- Riparian Meadow Response to Modern Conservation Grazing Management, Kristin M. Oles, et al / Environmental Management (2017)

And, specifically to Lassen County:

- Buffalo Skedaddle Sage-grouse Working Group. A multi-stakeholder group that is still active, and on-going, a collaborative for promoting improvement of sagebrush and sage grouse habitat in eastern Lassen County (extending into Washoe County, Nevada).
- Pine Creek Coordinated Resources Management Planning group (CRMP). A locally driven collaborative to maintain Eagle Lake water quality and Eagle Lake rainbow trout conservation, while maintaining grazing, forest management, and recreation within the Eagle Lake basin.
- Locally, there are numerous conservation projects at a smaller scale that are too numerous to list herein.
- Resource Conservation Districts (RCDs) are promoted as the "Go-to hubs for conservation." RCDs in Lassen County include the Fall River RCD, Honey Lake Valley RCD, Pit RCD, Sierra Valley RCD, and Feather River RCD. The state's 30 x 30 strategy must recognize, build upon and prioritize support of RCDs for their decades of successful partnerships and conservation successes, statewide.

Thank you for your consideration of our comments.

Sincerely,



Chris Gallagher, Chairman
Lassen County Board of Supervisors

CC: Assemblymember Megan Dahle
Senator Brian Dahle
"30 x 30 Sierra Nevada Region":

Alpine County Board of Supervisors
Amador County Board of Supervisors
Calaveras County Board of Supervisors
El Dorado County Board of Supervisors
Fresno County Board of Supervisors
Inyo County Board of Supervisors
Kern County Board of Supervisors
Madera County Board of Supervisors
Mariposa County Board of Supervisors
Modoc County Board of Supervisors
Mono County Board of Supervisors
Nevada County Board of Supervisors
Placer County Board of Supervisors
Plumas County Board of Supervisors
Tulare County Board of Supervisors
Tuolumne County Board of Supervisors

Rural County Representatives of California (RCRC)
California State Association of Counties (CSAC)

