



**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  
OCTOBER 11, 2022 TO BE HELD AT 10:00 AM  
IN THE BOARD OF SUPERVISORS ROOM 308, COURTHOUSE, QUINCY, CALIFORNIA**

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

**AGENDA**

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

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

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

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

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



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

## **STANDING ORDERS**

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

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

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

### **Live Stream of Meeting**

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

### **ZOOM Participation**

The Plumas County Board of Supervisors meeting is accessible for public comment via live streaming at: <https://zoom.us/j/94875867850?pwd=SGISeGpLVG9wQWtRSnNUM25mczlvZz09> or by phone at: Phone Number 1-669-900-9128; Meeting ID: 948 7586 7850. Passcode: 261352

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

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

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

### **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. UPDATES AND REPORTS**

#### **A. DIXIE FIRE COLLABORATIVE**

Report, update, and discussion on Dixie Fire Collaborative efforts

### **2. CONSENT AGENDA**

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

#### **A. BEHAVIORAL HEALTH**

- 1) Approve and authorize the Chair to sign and ratify an Agreement between Plumas County Behavioral Health and Empire Hotel EHRC, Inc. dba Empire Recovery Center, for residential treatment of substance-use disorder; effective July 1, 2022; not to exceed \$50,000.00; approved as to form by County Counsel. [View Item](#)

#### **B. PROBATION**

- 1) Approve and authorize the Chair to sign and ratify an Agreement between Plumas County Probation Department and Plumas Rural Services (PRS) to facilitate two sixteen-week Cognitive Behavioral Restructuring Groups (CBRG) for up to 12 probation clients per group; effective July 1, 2022; not to exceed \$15,000; approved as to form by County Counsel. [View Item](#)
- 2) Approve and authorize the Chair to sign and ratify an Agreement between Plumas County Probation Department and Shasta Treatment Associates for directly administering an approved Sex Offender Management Program for adults and juveniles supervised and referred by the Probation Department in the 2022-2023 Fiscal Year; effective July 1, 2022; not to exceed \$8,000.00 approved to form by County Counsel. [View Item](#)

#### **C. FAIRGROUNDS**

- 1) Approve and authorize the Chair to sign and ratify an Agreement between the Plumas County Fairgrounds and Moana Nursery, Inc., for hydroseeding the Carnival Lawn at the Fairgrounds; effective October 1, 2022; not to exceed \$28,950.00; approved as to form by County Counsel. [View Item](#)

#### **D. BOARD OF SUPERVISORS**

- 1) Approve and authorize the Chair to sign a letter to the California Department of Transportation for an encroachment permit for the Quincy Chamber of Commerce Sparkle & Light Parade on Friday, December 2, 2022 from 5:00 - 8:00 P.M. [View Item](#)

### **3. SPECIAL DISTRICTS GOVERNED BY BOARD OF SUPERVISORS**

#### **A. CONVENE AS THE BECKWOURTH COUNTY SERVICE AREA GOVERNING BOARD**

- 1) Authorize no contract payment of \$1,455 to Waters Vacuum Truck Service for emergency repair services, and ratify all approved emergency repair work performed to date; discussion and possible action. [View Item](#)

#### **B. ADJOURN AS THE BECKWOURTH COUNTY SERVICE AREA GOVERNING BOARD AND CONVENE AS THE PLUMAS COUNTY FLOOD CONTROL & CONSERVATION DISTRICT.**

- 1) Approve and authorize the Chair to sign the Plaintiff's Joint Request releasing the \$1.75 million settlement funds to be disbursed; discussion and possible action. [View Item](#)

**Adjourn as the Plumas County Flood Control & Conservation District and reconvene as the Plumas County Board of Supervisors.**

**4. DEPARTMENTAL MATTERS**

**A. BEHAVIORAL HEALTH - Sharon Sousa**

- 1) Approve and authorize the Chair to sign and ratify an Agreement between Plumas County Behavioral Health and Maria Assunta Vicini; to provide a low impact exercise program open to all Plumas County citizens; effective July 1, 2022; not to exceed \$18,000.00; paid for through the Mental Health Services Act; approved as to form by County Counsel; discussion and possible action. [View Item](#)

**B. CLERK RECORDER/ ELECTIONS - Marcy DeMartile**

- 1) Authorize the County Clerk-Recorder to recruit and fill funded and allocated, 1.0 FTE Election Services Assistant I/II position; vacancy due to resignation; discussion and possible action. [View Item](#)

**C. PUBLIC HEALTH - Dana Loomis**

- 1) Authorize the Director of Public Health to recruit and fill, funded and allocated; 0.75 FTE Site Manager for the Senior Services program in Chester; vacancy due to retirement; discussion and possible action. [View Item](#)
- 2) Authorize the Director of Public Health to recruit and fill one (1) Extra-Help Driver position in the Greenville division; discussion and possible action. [View Item](#)

**5. BOARD OF SUPERVISORS**

- A. Review, pursuant to Health and Safety code section 101080, RESOLUTION No. 21-8609 ratifying the Declaration of Local Health Emergency due to the Beckwourth Complex, Dixie, and Fly Fires; discussion and possible action and recommendation to continue the emergency and bring back within 30 days, on November 8, 2022. [View Item](#)

- B. Discussion and possible action to fill vacancy of Plumas County Auditor / Controller.

**C. APPOINTMENTS**

- 1) Appoint Gary P. Parque to the Feather River Conservation District Board; discussion and possible action. [View Item](#)
- 2) Select a Delegate and Alternate for the 2023 Rural County Representatives of California (RCRC) Board of Directors; discussion and possible action. [View Item](#)
- 3) Select a Delegate and Alternate for the 2023 Golden State Finance Authority (GSFA) Board of Directors; discussion and possible action. [View Item](#)
- 4) Select a Delegate and Alternate for the 2023 Golden State Connect Authority (GSCA) Board of Directors; discussion and possible action. [View Item](#)

**D. CORRESPONDENCE**

**E. Informational Announcements**

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

**6. CLOSED SESSION**

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

- A. Personnel: Public employee performance evaluation – Gretchen Stuhr, County Counsel

- B. Conference with real property negotiator, regarding facilities: Sierra House, 529 Bell Lane, Quincy, APN 117-021-000-000
- C. Conference with Labor Negotiator regarding employee negotiations: Sheriff's Administrative Unit; Sheriff's Department Employees Association; Operating Engineers Local #3; Confidential Employees Unit; Probation; Unrepresented Employees and Appointed Department Heads
- D. Conference with Legal Counsel: Initiating litigation pursuant to Subdivision (c) of Government Code Section 54956.9 (2 cases)

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

**7. ADJOURNMENT**

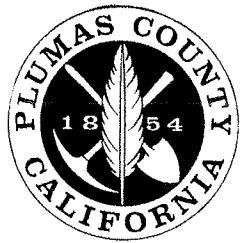
Adjourn meeting to Tuesday, October 18, 2022, Board of Supervisors Room 308, Courthouse, Quincy, California

## PLUMAS COUNTY BEHAVIORAL HEALTH SERVICES

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

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Sharon Sousa Interim Director



DATE: October 11, 2022

TO: Honorable Board of Supervisors

FROM: Sharon Sousa Behavioral Health Interim Director *psf*

SUBJECT: Consent Agenda

### **Recommendation**

1. It is respectfully requested the Board of Supervisors approve and authorize the board chair to sign an \$50,000.00 Agreement with Empire Recovery Center.
2. It is respectfully requested the Board of Supervisors approve and authorize the board chair to sign \$59,800.00 Agreement with California Mental Health Services.

### **BACKGROUND AND DISCUSSION:**

1. The \$50,000.00 Agreement is also a residential facility for clients with substance use disorder. This Agreement has been approved to form by County Counsel.
2. The \$59,800.00 Agreement with CalMHSA is for support to County Behavioral Health to complete the California Advancing and Innovating Medi-Cal Behavioral Health Quality Improvement Program requirements such as payment reform, data exchange, data analysis, policy changes, fiscal reports, and program performance. This Agreement has been approved to form by County Counsel.

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

## **Services Agreement**

This Agreement is made by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its Behavioral Health Department (hereinafter referred to as "County"), and Empire Hotel EHRC, Inc. dba Empire Recovery Center (hereinafter referred to as "Contractor").

The parties agree as follows:

1. **Scope of Work.** Contractor shall provide the County with services as set forth in Exhibit A, attached hereto.
2. **Compensation.** County shall pay Contractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed \$50,000.00. CONTRACTOR or subcontractor of CONTRACTOR shall not submit a claim to, or demand or otherwise collect reimbursement form, the beneficiary or persons acting on behalf of the beneficiary for any specialty or related administrative services provided under this contract, except to collect other health insurance coverage, share of cost, and co-payments
3. **Term.** The term of this Agreement commences July 1, 2022 and shall remain in effect through June 30, 2023, unless terminated earlier pursuant to this Agreement. County's Board of Supervisors hereby ratifies and approves for payment, services provided by Empire Hotel EHRC, Inc., from July 1, 2022 to the date of approval of this Agreement by the Board of Supervisors.
4. **Termination.** Either party may terminate this agreement by giving thirty (30) days written notice to the other party.
  - a. If, in the Director's sole judgment, Contractor's performance of the obligations, duties and responsibilities required of Contractor by this Agreement jeopardize the health, safety, or welfare of any person, then County may terminate this Agreement immediately upon written notice served upon the Contractor.
  - b. If this Agreement is terminated, the Contractor shall promptly supply all information necessary for the reimbursement of any claims submitted to the State.
5. **Non-Appropriation of Funds.** It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, the County shall have no liability to pay any further funds whatsoever to Contractor or furnish any other consideration under this Agreement and Contractor shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of

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this program, the County shall have the option to either cancel this Agreement with no further liability incurring to the County, or offer an amendment to Contractor to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution. Contractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.

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

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it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of County Parties.

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

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

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

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

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

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

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16. Interpretation. This agreement is the result of the joint efforts of both parties and their attorneys. The agreement and each of its provisions will be interpreted fairly, simply, and not strictly for or against either party.
17. Integration. This Agreement constitutes the entire understanding between the parties respecting the subject matter contained herein and supersedes any and all prior oral or written agreements regarding such subject matter.
18. Severability. The invalidity of any provision of this Agreement, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.
19. Headings. The headings and captions contained in this Agreement are for convenience only, and shall be of no force or effect in construing and interpreting the provisions of this Agreement.
20. Waiver of Rights. No delay or failure of either party in exercising any right, and no partial or single exercise of any right, shall be deemed to constitute a waiver of that right or any other right.
21. Conflict of Interest. The parties to this Agreement have read and are aware of the provisions of Government Code section 1090 *et seq.* and section 87100 *et seq.* relating to conflicts of interest of public officers and employees. Contractor represents that it is unaware of any financial or economic interest of any public officer or employee of County relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement and is later discovered by the County, the County may immediately terminate this Agreement by giving written notice to Contractor.
22. Notice Addresses. All notices under this Agreement shall be effective only if made in writing and delivered by personal service or by mail and addressed as follows. Either party may, by written notice to the other, change its own mailing address.

County:

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

Contractor:

Marjeanne Stone  
Executive Director  
1237 California St.  
Redding, CA 96001

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23. Time of the Essence. Time is hereby expressly declared to be of the essence of this Agreement and of each and every provision thereof, and each such provision is hereby made and declared to be a material, necessary, and essential part of this Agreement.
24. Contract Execution. Each individual executing this Agreement on behalf of Contractor represents that he or she is fully authorized to execute and deliver this Agreement.
25. Ukraine Sanctions. Pursuant to Executive Order N-6-22 Contractor is aware that as a compliance with the economic sanctions imposed in response to Russia's actions in Ukraine is required, including with respect to, but not limited to, the federal executive orders identified in the EO and the sanctions identified on the U.S. Department of the Treasury website (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>). Failure to comply may result in the termination of this agreement.
26. Suspension and Debarment. The County does not employ vendors or contractors who are listed on the National World Wide Web Site System for Award Management (sam.gov) by Federal General Services Administration (GSA) for the purpose of disseminating information on parties that are debarred from receiving Federal contracts, certain subcontracts, and certain Federal financial and nonfinancial assistance and benefits, pursuant to the provisions of 31 U.S.C. 6101, note, E.O. 12549, E.O. 12689, 48 CFR 9.404, and each agency's codification of the Common Rule for Non-procurement suspension and debarment.
  - a. This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
  - b. The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
  - c. This certification is a material representation of fact relied upon by the County. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
  - d. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any Contract that may arise from this offer. The bidder or proposer

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further agrees to include a provision requiring such compliance in its lower tier covered transactions.

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

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

**CONTRACTOR:**

Empire Hotel, EHARC, Inc.

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

Name: Marjeanne Stone

Title: Executive Director

Date signed:

**COUNTY:**

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

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

Name: Sharon Sousa

Title: Behavioral Health Interim Director

Date signed:

**CONTRACTOR:**

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

Name: James Montgomery

Title: President of the Board of Directors

Date signed:

**APPROVED AS TO CONTENT:**

\_\_\_\_\_  
Name: Kevin Goss

Title: Chair, Board of Supervisors

Date signed:

**ATTEST:**

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

Name: Heidi White

Title: Clerk of the Board of Supervisors

Date signed:

Approved as to form:



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

9/28/2022

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## BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (“Agreement”) supplements and is made a part of the Services Agreement (“SA”) by and between the COUNTY OF PLUMAS referred to herein as Covered Entity (“CE”), and Empire Hotel Alcoholic Rehabilitation Center, Inc., EHRC, Inc. dba Empire Recovery Center referred to herein as Business Associate (“BA”), dated July 1, 2022.

### RECITALS

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

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

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

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

#### 1. Definitions

- a. **Breach** shall have the meaning given to such term under the HITECH Act [42 U.S.C. Section 17921].
- b. **Business Associate** shall have the meaning given to such term under the Privacy Rule, the Security Rule, and the HITECH Act, including but not limited to, 42 U.S.C. Section 17938 and 45 C.F.R. Section 160.103.
- c. **Covered Entity** shall have the meaning given to such term under the Privacy Rule and the Security Rule, including, but not limited to, 45 C.F.R. Section 160.103.
- d. **Data Aggregation** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.
- e. **Designated Record Set** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501. Electronic Protected Health

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

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

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

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

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

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

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

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

## 2. Obligations of Business Associate

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### 3. Termination

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

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

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

#### **4. Disclaimer**

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

#### **5. Certification**

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

#### **6. Amendment**

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

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

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

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

## **8. No Third-Party Beneficiaries**

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

## **9. Interpretation**

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

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

**COVERED ENTITY**

Name: Sharon Sousa

Title: Behavioral Health Interim Director

Address: 270 County Hospital Road, Suite 109

Quincy, California 95971

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

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

**BUSINESS ASSOCIATE**

Name Marjeanne Stone

Title: Executive Director

Address: 1237 California St.

Redding, California 96001

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

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

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

The Empire Recovery Center is a non-profit organization dedicated to the furtherance of recovery from alcohol and drug addiction in a social model setting. It is now accessible for persons with mobility challenges.

The program is a community-based, peer-group oriented residential setting that provides shelter, detox, and recovery services to ambulatory and mentally competent males and females. It is a non-profit corporation governed by a community-represented Board of Directors and is staffed by qualified and empathetic individuals who help to maintain a supportive environment and provide recovery. Alumni and volunteers provide assistance in maintaining this atmosphere.

Program services include: Social model Detox, individual consultation and education sessions, recreational activities, vocational referral services, and assistance to residents in obtaining community support services.

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**EXHIBIT B - FEE SCHEDULE**

<b><u>Residential Treatment</u></b>	<b><u>Daily Rate</u></b>
<b>Residential Program Services</b>	<b>\$125.00</b>
<ul style="list-style-type: none"><li>• Aftercare</li><li>• Evidence Based programs: Cognitive</li><li>• Behavioral Treatment emphases</li><li>• Motivational Interviewing</li><li>• Thinking for a Change</li><li>• Relapse Prevention</li><li>• Parenting Skills</li><li>• Exercise and practice of pro-recovery skills in the real world</li><li>• Life skills</li><li>• Social skills</li><li>• Alcoholics Anonymous</li><li>• Narcotics Anonymous</li><li>• Moral Recognition Therapy</li><li>• Recovery Rangers- 12 step based Veteran Specific Program</li><li>• Red Road to Well briety</li><li>• Celebrate Recovery</li></ul>	
<b>Detoxification Services</b>	<b>\$150.00</b>
<ul style="list-style-type: none"><li>• Nutritious meals and Hydration</li><li>• Peer Support</li><li>• Non-Medical Detoxification</li><li>• Social Model</li><li>• Encouragement to choose recovery</li><li>• Referral to community resources and supports</li></ul>	

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**INVOICING AND PAYMENT:**

- A. For services satisfactorily rendered, and upon receipt and approval of the invoice(s), the County of Plumas agrees to compensate the Contractor:
- B. Invoice(s) Shall:
  - a) Include backup documentation to support the invoice.
  - b) Bear the Contractors name, exactly as shown on the Agreement.
  - c) Bear the Contractor Agreement Number.
  - d) Identify the expense, billing and/or performance period covered on invoice
  - e) Invoice(s) must be signed by authorized personnel.
- C. Invoice(s) shall be submitted to the Project Representative listed in this Agreement under General Provisions, 6.4 Notices.
- D. In the event that the Contractor's rates for a fiscal year are adjusted (whether increased or decreased) with Contractor's Host County during the term of this Agreement, Contractor shall notify County of such change by sending, either via e-mail or via written letter sent regular mail, a copy of the Host County's rate letter. The new rates shall be used to determine and govern the amount which County shall pay Contractor for services provided under this contract. The provision of this Section are self-executing upon such notification of the change in rates.

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

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

**I. PROVIDER CERTIFICATION**

A. Individual, group, and organizational service providers who contract with County to provide Medi-Cal reimbursed services must be certified for participation in the Medi-Cal program. To receive/maintain Medi-Cal certification, providers must meet minimum standards as specified in Title 9, Division 1, Chapter 11, Subchapter 1, Article 4, Section 1810.435. Included in the standards are specific areas of compliance including the requirement to meet the Quality Management Program Standards and any additional requirements established by the Mental Health Plan (MHP) as part of a credentialing or other evaluation process (Title 9, Division 1, Chapter 11, Subchapter 1, Article 4, Section 1810.435, (5), (6)). For organizational providers, the MHP certification process shall include an on-site review in addition to a review of required documentation. All providers are required to notify the MHP 45 days prior to any of the following: (1) organizational and/or corporate change; (2) change in provider's license to operate; (3) revocation of fire clearance; (4) change in Head of Service (group or organizational provider); (5) change of ownership, service location or physical plant; or (6) any proposed addition or deletion of treatment services.

B. Any other provision of this Agreement notwithstanding, Contractor's certification, by both the State of California and the County, to participate in the Medi-Cal program is an essential requirement of this Agreement. After the certification date, should Contractor not be certified to participate in the Medi-Cal program at any time during the term of this Agreement, County shall have no obligation to pay Contractor for any services rendered during that time, and County may in its discretion terminate this Agreement upon ten (10) days written notice to Contractor.

C. Contractor is subject to DMH Letter No. 10-05 dated 9-3-10 and all direct service providers shall provide their professional degree, license, and National Provider Identifier (NPI) in accordance with the following:

1. MHPs must ensure that both the Office of Inspector General's Exclusion List and the Medi-Cal List of Suspended or Ineligible Providers lists are checked, prior to Medi-Cal certification of any individual or organizational provider.
2. MHPs shall not certify any individual or organizational provider as a Medi-Cal provider, or otherwise pay any provider with Medi-Cal funds, if the provider is listed on either the Federal Office of Inspector General's Exclusion List or on the Medi-Cal List of Suspended or Ineligible Providers, and that any such inappropriate payments or overpayments may be subject to recovery and/or be the basis for other sanctions by the appropriate authority.

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

3. MHPs shall also provide notice regarding the authority of the California Department of Health Care Services ("DHCS") to impose administrative sanctions to their providers or contractors within three months of receiving this notice.

**II. BENEFICIARY ELIGIBILITY**

Contractor shall maintain and implement policies and procedures to ensure a client is a Plumas County Medi-Cal beneficiary, track authorizations, and include only those service units with authorized daily transactions together with the client name for those units eligible for reimbursement. Contractor shall determine Medi-Cal eligibility and report any obligation and payment made of share of cost. Contractor shall provide copies of Medi-Cal swipes documenting beneficiary eligibility with monthly claims. Beneficiaries will be checked weekly by Contractor to verify they are still entitled to Medi-Cal services. If a beneficiary is no longer authorized for service but is in an approved course of treatment, then Contractor shall notify the County in writing immediately. Service may be rendered on a one-time-only basis if the beneficiary's status has changed since the last service. Additional services may be provided only with the Director's written authorization based on individual case treatment/service needs.

**III. PATIENT RIGHTS**

The Contractor, or any delegate performing the covenants of the Contractor pursuant to the terms of this Agreement, shall adopt and post in a conspicuous place a written policy on patient's rights in accordance with Title 22, Division 5, Chapter 1, Article 7, Sections 70707 of the California Code of Regulations and the Welfare and Institutions Code, Division 5, Part 1, Chapter 2, Article 7, Section 5325.1.

A. Contractor will comply with applicable laws and regulations for the Beneficiary Problem Resolution Processes in accordance with Title 42, Code of Federal Regulations (CFR), Chapter IV, Subchapter C, Part 438, Subpart F, " Beneficiary Problem Resolution Processes," and the Medi-Cal Specialty Mental Health Services Consolidation waiver renewal request as approved by the Centers for Medicare and Medicaid Services on April 24, 2003 and August 22, 2003, that enable beneficiaries to resolve concerns or complaints about any specialty mental health service-related issue.

B. Contractor's beneficiary problem resolution processes shall also comply with the State Contracts.

C. Informal complaints by beneficiaries with regard to Contractor's rendering of services pursuant to this Agreement may also be investigated by the County's or Contractor's Patients' Rights Advocate or Quality Improvement Program.

D. Contractor shall distribute the following informational materials to all clients entering the County mental health system at the time of intake. These informational materials are available at website <https://www.plumascounty.us/DocumentCenter/View/13099/Guide-to-Medi-Cal-Mental-Health-Services?bids=1>

1. State DHCS Beneficiary Handbook describing services, beneficiary rights, grievance/appeal process, advance directives, and general access related information.

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Exhibit C-2

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

2. If applicable, EPSDT notification to all Medi-Cal beneficiaries as required by the State Department of Mental Health (DMH) Letter number 01-07.
3. County Mental Health Plan Provider Directory.

E. Contractor shall post the County's notices explaining beneficiary problem resolution processes in locations at all Contractor sites sufficient to ensure that the information is readily available to both beneficiaries and Contractor's staff. Contractor shall make County's beneficiary problem resolution process forms and self-addressed envelopes available for beneficiaries to pick up at all Contractor provider sites without the beneficiary having to make a verbal or written request to anyone.

F. Grievances and appeals shall be resolved through the County's beneficiary problem resolution processes, or Contractor's comparable processes if such processes exist. Beneficiaries shall not be required to use or exhaust the Contractor's processes prior to using the County's beneficiary problem resolution processes.

G. Contractor shall keep a log of all grievances and appeals, which shall contain:

1. Beneficiary's name
2. Grievant or Appellant's Name, if different
3. Date of receipt of grievance or appeal
4. Nature of the problem
5. Final disposition of the problem or documented reason why there is not a final disposition of the problem
6. The date the decision was given to the beneficiary and to grievant or appellant, if different

Contractor shall forward the above information regarding any grievance to the County as it occurs.

H. The County shall provide Contractor with samples of the materials required by the provisions of this subparagraph above. Contractor shall maintain adequate supplies of all such materials sufficient to meet all requirements of law.

**IV. MEDICAL NECESSITY CRITERIA**

Contractor will provide both billable and non-billable services under this agreement. Clients receiving Medi-Cal billable services must meet Medical Necessity Criteria as outlined in Title 9, Article 2, Section 1830.205, or Title 9, Article 2, Section 1830.210, California Code of Regulations. This information can also be located in the Clinical Guide.

Medical necessity, as defined in the above sections, must be documented clearly in each service provided to the client. If the client no longer meets medical necessity standards, the client must be referred to the appropriate level of service consistent with their behavioral health condition. Further, prolonged services provided to individuals determined to not meet medical necessity will be denied.

**V. ASSESSMENT**

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

County requires an Assessment and History form that together meets the current DHCS requirements. The following areas are described by DHCS as a part of a comprehensive client record.

- A. Relevant physical health conditions reported by client are prominently identified and updated as appropriate.
- B. Presenting problems and relevant conditions affecting the client's physical health and mental health status are documented, for example: living situation, daily activities, and social support.
- C. Documentation describes client strengths in achieving Client Plan goals.
- D. Special status situations that present a risk to client or others are prominently documented and updated as appropriate.
- E. Documentation includes medications that have been prescribed by MH Plan physicians, dosages of each medication, dates of initial prescriptions and refills, and documentation of informed consent for medications.
- F. Client self-report of allergies and adverse reactions to medications or lack of known allergies/sensitivities are clearly documented.
- G. A mental health history is documented, including previous treatment dates, providers, therapeutic interventions and responses, sources of clinical data, relevant family information and relevant results of relevant lab tests and consultation reports.
- H. For children and adolescents, pre-natal and peri-natal events and a complete developmental history are documented.
- I. Documentation includes past and present use of tobacco, alcohol, and caffeine, as well as illicit, prescribed and over-the-counter drugs.
- J. A relevant mental status examination is documented.
- K. A complete diagnosis from the Diagnostic and Statistical Manual of Mental Disorders, Fifth Edition (DSM-5), or a diagnosis from the International Classification of Diseases (ICD, Version 10), is documented consistent with the presenting problems, history, mental status evaluation and/or other assessment data.
- L. Include the following:
  - 1. Functional impairments
  - 2. Medical necessity criteria re: evidence of Severe Emotional Disturbance or Severe Mental Illness
  - 3. Mental status examination
  - 4. Signature of clinician (co-signature if not licensed)

The requirement as to the use of the specific versions of DSM and ICD may be changed during the term of this contract. As changes occur, Contractor shall comply with the changed requirements accordingly.

**VI. CLIENT PLANS**

- A. Have specific observable and/or quantifiable goals identified in cooperation with the client.
- B. Identify the proposed type(s) of intervention.
- C. Have a proposed duration of intervention(s).
- D. Are signed by:
  - I. The person providing the service(s), or

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Exhibit C-4

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

2. A person representing a team or program providing services, or
3. A person representing the Contractor providing services.
4. The client, except when client refuses or is unavailable.

E. The Client Plan must be signed or co-signed by one of the following approved staff categories:

1. Licensed Physician
2. Licensed/Waivered Psychologist
3. Licensed/Waivered Clinical Social Worker
4. Licensed/Waivered Marriage, Family and Child Counselor
5. Registered Nurse
6. Other staff approved by Director

F. Individual or group providers are required to be licensed.

G. In addition,

1. The Client Plan is used to establish that services are provided under the direction of an approved category of staff.
2. Client Plans are consistent with the diagnoses.
3. The focus of intervention is consistent with the Client Plan goals.
4. An individualized Client Plan is required for each client.
5. Medication Services do not need a separate Client Plan unless the client is receiving Medication Support Only. Contract Physicians are required to complete a Client Plan.
6. In the absence of a client signature, the client's level of participation, agreement, refusal, or unavailability must be documented.
7. The client will receive a copy of the plan upon request, which include the following:
  - a) Tentative discharge plan
  - b) Indication whether the client is a Long-Term client or not
  - c) Client's strengths
  - d) Client's significant support persons
  - e) Goals must be consistent with client's diagnosis and functional impairments
8. Contractor must ensure all information provided in the Client Plan is included in client's electronic health record.

**Frequency/Timeliness of Client Plan:**

1. Client Plans to be completed during client's first visit for on-going services following initial assessment, but in no case later than before the third visit following assessment. Crisis residential staff to complete document within 72 hours of client's admission.
2. Client Plans to be updated every 6 months for on-going mental health services. A Client Plan may be updated sooner as is appropriate per case situation.
3. Client Plans for consumers who receive only Medication Services are to be updated annually.
4. All updates to be completed during the 30-day window period prior to the Plan's expiration.
5. The plan's 6-month period starts on the date on-going services are first provided or the date subsequent plans are signed and dated.
6. End date is 6 months to the calendar day (i.e., if 1/12/14 is the start date then 7/11/14 is the end date). The subsequent plan must be signed and dated by

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

7/11/14 to avoid providing services without a plan in effect.

7. If the plan expires, any services provided after the expiration of the client plan and prior to the formulation and approval of a new and current client plan shall be disallowed.

**VII. PROGRESS NOTES**

County requires a progress note section in the client record and that a client record contain the following information:

- A. Timely documentation of relevant aspects of client care.
- B. Mental health staff/practitioners' documentation of client encounters, including relevant clinical decisions and interventions.
- C. All entries must include the signatures of the person providing the service, professional degree or licensure or, job title.
- D. All entries must include the date service(s) were provided.
- E. Documents referrals to community resources and other agencies, when appropriate.
- F. Documents for follow-up care or, as appropriate, a discharge summary.
- G. Documentation of progress towards Client Plan goals.
- H. Progress notes written by an unlicensed staff who does not meet minimum educational and experiential standards must be co-signed by an approved category of staff. The record and signature shall be legible. If the signature is not legible, the writer's name shall be printed legibly in proximity to the signature.

If Contractor uses an electronic signature, a copy of the policy and procedure must be submitted to the County, meet the minimum qualifications as set forth in state and federal regulations, and be reviewed and approved by County prior to acceptance. Electronic signatures may also be applied to the Daily Transactions to be certified by practitioners.

**Frequency of Progress Notes:**

- A. Every planned or scheduled service contact:
  - 1. Mental Health Services
  - 2. Collateral Services
  - 3. Medication Support Services
  - 4. Crisis Intervention
  - 5. Case Management/Brokerage
- B. Each shift:
  - 1. Crisis Residential
  - 2. Crisis Stabilization
- C. Daily and weekly summary:
  - 1. Day Treatment Intensive
- D. Weekly summary:
  - 1. Day Rehabilitation
  - 2. Adult Residential
- E. Other:
  - 1. For Psychiatric Health Facility notes are due each shift
  - 2. All entries to the beneficiary record shall be legible.
  - 3. All entries in the beneficiary record shall include:

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- a) The date of service;
- b) The signature of the person providing the service (or electronic equivalent); the person's type of professional degree, licensure or job title; and the relevant identification number, if applicable.
- c) The date the documentation was entered in the beneficiary record.

4. The Contractor shall have a written definition of what constitutes a long-term care beneficiary.

**Timeliness of Progress Notes:**

- A. Progress Notes shall be written or dictated within 72 hours of the services provided and shall follow the protocol set forth in the current Clinical Documentation Guide.
- B. Weekly Summaries shall be due by the following Friday for Day Rehabilitation, Day Treatment Intensive, and Adult Residential.
- C. Shift Notes shall be due at the end of shift for Crisis Residential and Crisis Stabilization.

**VIII. PROGRAM INTEGRITY**

**A. Compliance Program**

The Contractor shall implement and maintain a compliance program designed to detect and prevent fraud, waste and abuse that must include:

1. Written policies, procedures, and standards of conduct that articulate the organization's commitment to comply with all applicable requirements and standards under this Agreement, including requirements of the State Contracts, and all applicable Federal and State requirements.
2. A Compliance Officer (CO) who is responsible for developing and implementing policies, procedures, and practices designed to ensure compliance with the requirements of under this Agreement, including requirements of the State Contracts, and all applicable Federal and State requirement, and who reports directly to the CEO and the Board of Directors (BoD).
3. A Regulatory Compliance Committee (RCC) on the BoD and at the senior management level charged with overseeing the organization's compliance program and its compliance with the requirements under this Agreement, including requirements of the State Contracts, and all applicable Federal and State requirements.
4. A system for training and education for the CO, the organization's senior management, and the organization's employees for the requirements under this Agreement, including requirements of the State Contracts, and all applicable Federal and State requirements.
5. Effective lines of communication between the CO and the organization's employees.
6. Enforcement of standards through well-publicized disciplinary guidelines.
7. The establishment and implementation of procedures and a system with dedicated staff for routine internal monitoring and auditing of compliance risks, prompt response to compliance issues as they are raised, investigation of potential compliance problems as identified in the course of self-evaluation and audits, correction of such problems promptly and thoroughly (or coordination of suspected criminal acts with law enforcement agencies) to reduce the potential for recurrence, and ongoing compliance with the requirements under this Agreement, including requirements of the State Contracts, and all applicable Federal and State requirements. (42 C.F.R. §438.608(a), (a)(1).)

**EXHIBIT C**  
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**B. Fraud Reporting Requirements**

a. The Contractor shall implement and maintain arrangements or procedures designed to detect and prevent fraud, waste and abuse that include prompt reporting to the County about the following:

- a. Any potential fraud, waste, or abuse. (42 C.F.R. §438.608(a), (a)(7).)
- b. All overpayments identified or recovered, specifying the overpayments due to potential fraud. (42 C.F.R. §438.608(a), (a)(2).)
- c. Information about changes in a beneficiary's circumstances that may affect the beneficiary's eligibility, including changes in the beneficiary's residence or the death of the beneficiary. (42 C.F.R. §438.608(a), (a)(3).)
- d. Information about a change in a network provider's circumstances that may affect the network provider's eligibility to participate in the managed care program, including the termination of a provider. (42 C.F.R. §438.608(a), (a)(4).)

2. For the purposes of this section, prompt reporting means within 5 business days and to the PCBH Quality Management Unit via email to: PLUMASQ!CONCERNS@PCBH.SERVICES Please note that emails containing Personally Identifiable information (PII) including but not limited to Protected Health Information (PHI) must be sent using an encryption method in compliance with the requirements of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), the HIPAA Omnibus Rule, Title 45, Code of Federal Regulations ("C.F.R.") Parts 160 and 164, the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 ("the HITECH Act"), and County policy and procedures.

3. If the Contractor identifies an issue or receives notification of a complaint concerning an incident of potential fraud, waste or abuse, in addition to notifying the County, the Contractor shall conduct an internal investigation to determine the validity of the issue/complaint, and develop and implement corrective action, if needed.

4. The Contractor shall implement and maintain written policies for all employees of the Contractor, and of any subcontractor or agent, that provide detailed information about the False Claims Act and other Federal and state laws, including information about rights of employees to be protected as whistleblowers. (42 C.F.R. §438.608(a), (a)(6).)

5. The Contractor shall implement and maintain arrangements or procedures that include provision for the Contractor's suspension of payments to a network provider for which there is a credible allegation of fraud. (42 C.F.R. §438.608(a), (a)(8).)

**C. Service Verification**

Pursuant to 42 C.F.R. § 438.608(a)(5), the Contractor shall implement and maintain arrangements or procedures designed to detect and prevent fraud, waste and abuse that include provisions to verify, by sampling or other methods, whether services that have been represented to have been delivered were received by beneficiaries and the application of such verification processes on a regular basis. (42 C.F.R. §438.608(a), (a)(5).) Upon request, Contractor shall make this method and sample work available to the Director or his or her designee.

**D. Required Disclosures**

1. As delineated in Exhibit H of this Agreement, Contractor shall submit to the County, for the Contractor's organization, including its managing employees, agents, and

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individual providers, information regarding:

- a. 5% or more ownership interest;
- b. persons convicted of crimes;
- c. business transactions

2. The County will terminate the provider certification and Medi-Cal enrollment of any provider where any person with a 5 percent or greater direct or indirect ownership interest in the provider did not submit timely and accurate information and cooperate with any screening methods required in 42 CFR§455.416.

3. The County will deny or terminate provider certification Medi-Cal enrollment of any provider where any person with a 5 percent or greater direct or indirect ownership interest in the provider has been convicted of a criminal offense related to that person's involvement with the Medicare, Medicaid, or title XXI program in the last 10 years.

## EXHIBIT D- TERMS AND CONDITIONS

### I. COUNTY AUTHORITY; CONTRACTOR ELIGIBILITY

- A. Contractor represents and warrants to the County that it has the necessary licensing, certification, training, experience, expertise, and competency to provide the services, goods, and materials that are described in this Agreement, at a cost to the County as herein specified; that it will be able to perform the herein described services at minimum cost to the County by virtue of its current and specialized knowledge of relevant data, issues, and conditions.
- B. In the event that Contractor provides specialty mental health services to beneficiaries eligible for both Medicare and Medi-Cal (dual eligibles), Contractor shall comply with policy guidance issued by the California Department of Health Care Services and any other applicable regulations that govern the claiming and reimbursement of such services.

The County is relying upon these representations in entering into this Agreement.

### II. PERSONNEL; PERFORMANCE STANDARDS

- A. Contractor shall furnish professional personnel in accordance with the regulations, including all amendments thereto, issued by the State of California and the County. Contractor shall operate continuously throughout the term of this Agreement with at least the minimum staff required by law for provision of services hereunder. Such personnel shall be qualified in accordance with all applicable laws.
- B. Employment of persons to provide treatment services who do not possess the required licenses, certifications or permits to provide services under this contract shall be deemed a breach of this Agreement and constitutes grounds for the termination of this Agreement by County.
- C. Contractor shall make available to County, on written request of the Director, a list of the persons who provide services under this Agreement. This list shall state the name, title, professional degree, National Provider Identifier (NPI), if applicable, and work experience of such persons, and copies of all required licenses and certification, if applicable.
- D. Contractor shall exercise all of the care and judgment consistent with good practices in the performance of the services required by this Agreement and shall provide all services in accordance with any applicable laws and regulations incorporated in this Agreement and its Exhibits.
- E. Contractor shall furnish all facilities, equipment, personnel, labor, and materials necessary to provide the services in accordance with this Agreement unless otherwise provided in the scope of services.

### III. RECORDS, RETENTION, REVIEW, ETC.

- A. Records and documents include, but are not limited to all physical and electronic records and documents originated or prepared pursuant to Contractor's performance under this Agreement including working papers, reports, financial records and documents of account, beneficiary records, prescription files, subcontracts, and any other documentation pertaining to covered services and other related services for clients.

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Exhibit D-1

## EXHIBIT D—TERMS AND CONDITIONS

**B.** Contractor shall maintain adequate financial documentation relating to all services provided and claims made pursuant to this Agreement. These may include, but are not limited to, complete service and financial records, which clearly reflect the actual cost and related fees received for each type of service for which payment is claimed, audit work papers, patient eligibility determination, and the fees charged to and collected from patients. All financial records shall be retained by Contractor for a minimum of 10 years from the term end date of the State contract under which this contract is funded or in the event the County has been notified that an audit or investigation of the State contract, until such time as the matter under audit or investigation has been resolved, including the exhaustion of all legal remedies, whichever is later. County will notify the Contractor if such event occurs. Contractor shall comply with the Federal and State requirements as to retaining financial records.

**C.** If applicable, Contractor shall maintain adequate patient records for each client, in sufficient detail to permit an evaluation of services, which shall include, but not be limited to, the following: admission information, demographic information, consent for treatment, medical history, assessment and diagnostic studies, client plan, records of patient interviews, and records of all services provided. Additional requirements for an assessment, client plan, and progress notes are specified in the Quality Management Standards set forth in Exhibit C. Such records shall also comply with all applicable Federal, State, and County record retention requirements. If applicable, Contractor shall comply with the Federal, State and County requirements as to maintaining electronic health records. County and Contractor will collaborate to provide patients with access to patient healthcare records in compliance with all applicable Federal, State, and County regulations.

**D.** All patient records shall be kept for whichever time period listed below is longer:

1. a minimum of 10 years from the term end date of the State contract under which this contract is funded or;
2. in the event the County has been notified that an audit or investigation of the State contract, until such time as the matter under audit or investigation has been resolved, including the exhaustion of all legal remedies, whichever is later. County will notify the Contractor if such event occurs; or
3. a minimum of 10 years from the patient's date of discharge, if the patient is 18 years old or older when they are discharged; or
4. until the patient's 28<sup>th</sup> birthday, if the patient was treated and discharged while they were a minor; or
5. if the patient was pregnant at the time of treatment, patient's records shall be maintained for 25 years from last date of treatment while pregnant. In the event the client was pregnant more than once while they received treatment, the last date of treatment of the last pregnancy shall be used to calculate the appropriate time frames for record retention. In the event that the last day of treatment while pregnant cannot be ascertained from the client record, the last day of treatment while pregnant shall be calculated as one year from the initial report of pregnancy in the client record.

**E.** In the event that Contractor ceases to provide the services required by this agreement for any reason, Contractor will contact County and make appropriate arrangements for transfer of care of the clients and for County to take possession of clinical records. Electronic health care records shall be made available to the County in an electronic format readable by the County.

**F.** Contractor shall make all books, records, and facilities maintained by Contractor related to goods and/or services provided and claims made pursuant to this Agreement available for

## EXHIBIT D- TERMS AND CONDITIONS

inspection, examination, and copying by the Director, and the County, State and/or Federal government, and their authorized representatives, at any time during normal business hours at Contractor's place of business or at some other mutually agreeable location. Unannounced visits, and visits other than during regular business hours, may be made if justified by the circumstances, at the discretion of the County, State, or Federal government. Employees who might reasonably have information related to such records may be interviewed.

G. Any failure or refusal by Contractor to permit access to any facilities, books, records, or other information required to be provided to the County, State and/or the Federal government by this Agreement and/or the State Contracts shall constitute an express and immediate breach of this Agreement.

H. This section shall survive the termination or completion of this Agreement for the full period of time allowed by law.

## IV. REPORTS

A. Contractor shall submit to County the following listed reports when request to do so by the Behavioral Health Director. Contractor shall make further reports as may be reasonably requested by the Director, the State and/or Federal government concerning Contractor's activities as they affect the services and obligations required by this Agreement. All following reports must be submitted, within a reasonable time, when requested to do so by the Director.

B. **Practitioner Information Report:**

NPI/License List

Practitioners must obtain a NPI prior to first day of service. A copy of current license and NPI provider registry date printout must be submitted to Plumas County Behavioral Health. Note that the practitioner's legal name must appear on both the current license and NPI printout. The NPI printout may be accessed at: <https://npiregistry.cms.hhs.gov/>.



Practitioner ID Request Form

A complete Practitioner ID Request Form, which is available on the Plumas County website, must be provided for all personnel for the first month of this Agreement, and thereafter, for new personnel immediately upon hire or changed information.

Each Practitioner ID Request form must be accompanied with a copy of current license and NPI provider registry date printout. Note that the practitioner's legal name must appear on both the current license and NPI printout. The NPI printout may be accessed at: <https://npiregistry.cms.hhs.gov/>.

For staff to be classified as Mental Health Rehabilitation Specialist (MHRS), the Practitioner ID Request form must also be accompanied with a completed MHRS application.

The Practitioner ID Request form and accompanying documentation must be submitted to Plumas County Health and Human Services Agency for approval prior to first day of service. Submit these reports electronically via email to:

PLUMASQICCONCERNS@PCBH.SERVICES

## EXHIBIT D- TERMS AND CONDITIONS

### C. Program Report:

#### Performance Outcome Measures (POM)

Contractor shall maintain data and reports of performance outcome measures in compliance with the Federal and State requirements. Contractor shall make these data and reports available to the County.

Submit the Performance Outcome Measures electronically via email to [PLUMASQICONCERNS@PCBH.SERVICES](mailto:PLUMASQICONCERNS@PCBH.SERVICES)

### D. Expenditure Reports

#### *I. Contract Expenditures*

a. Mid-Year: This includes the total contract expenditures for the period of July 1 through December 31 and year-to-date information on actual expenditures and revenues. To be submitted by January 31<sup>st</sup>.

b. End of Year: This includes contract expenditures for the period of July 1 through June 30 and year end information on actual expenditures and revenues. To be submitted by July 31<sup>st</sup>.

Submit the Contract Expenditures reports electronically via email to [cshannon@pcbh.services](mailto:cshannon@pcbh.services)

### E. Fiscal Year Annual Reports

#### *I. Annual Training Report*

This report summarizes all training provided to Contractor's staff and all outreach training performed by Contractor's staff.

Due date: July 31, following the completion of a fiscal year

#### *2. Aggregated Staff and Volunteer Ethnicity Survey*

An Individual Staff and Volunteer Ethnicity Survey form will be provided as a tool to accumulate data to be compiled into the aggregated report

Due date: November 30, following the completion of a fiscal year

#### *3. Equipment Report (See Section VII. OWNERSHIP OF EQUIPMENT, below)*

Due date: July 31, following the completion of a fiscal year

#### *4. Certified Mental Health Cost Report*

Due date: October 31, following the completion of a fiscal year

#### *5. Certified Audited Financial Reports*

Due date: June 30, following the completion of next fiscal year, i.e., two hundred seventy (270) days following the above said due date for the Certified Mental Health

All annual reports, with the exception of Certified Mental Health Cost Report and Certified Audited Financial Reports, shall be sent to:

Submit all annual reports electronically via email to:  
[cshannon@pcbh.services](mailto:cshannon@pcbh.services)

#### **EXHIBIT D— TERMS AND CONDITIONS**

The Certified Mental Health Cost Report and Certified Audited Financial Reports shall be sent to:

Plumas County Behavioral Health  
270 County Hospital Road, Suite 109  
Quincy, CA 95971  
Attn: Cost Report

#### **V. AUDITS**

A. Contractor shall allow the County, California Department of Healthcare Services, Centers for Medicare or Medicaid Services, the Office of the Inspector General, the Comptroller General of the United States, and other any other authorized federal and state agencies, or their duly authorized designees, to evaluate Contractor's performance under this contract, including the quality, appropriateness, and timeliness of services provided, and to inspect, evaluate, and audit any and all records, documents, and the premises, equipment and facilities maintained by the Contractor and its subcontractors pertaining to such services at any time. Contractor shall allow such inspection, evaluation and audit of its records, documents and facilities, and those of its subcontractors, for 10 years from the term end date of this Contract or in the event the Contractor has been notified that an audit or investigation of this Contract has been commenced, until such time as the matter under audit or investigation has been resolved, including the exhaustion of all legal remedies, whichever is later. (See 42 C.F.R. §§ 438.3(h), 438.230(c)(3)(i-iii).)

Records and documents include, but are not limited to all physical and electronic records and documents originated or prepared pursuant to Contractor's or subcontractor's performance under this Contract including working papers, reports, financial records and documents of account, beneficiary records, prescription files, subcontracts, and any other documentation pertaining to covered services and other related services for beneficiaries.

Any failure or refusal by Contractor to permit access to records by the County, California Department of HealthCare Services, Centers for Medicare or Medicaid Services, the Office of the Inspector General, the Comptroller General of the United States, and other any other authorized federal and state agencies, or their duly authorized designees, as otherwise provided by this Agreement, the State Contracts, State and/or Federal laws and regulations, shall constitute an express and immediate breach of this Agreement.

The Contractor shall also be subject to the examination and audit of the Auditor General for a period of three (3) years after final payment under contract (Government Code, Section 8546.7).

B. Should Contractor expend five hundred thousand dollars (\$500,000) or more in Federal funds during any fiscal year, Contractor shall furnish County copies of the Certified Audited Financial Reports from an independent Certified Public Accountant (CPA) firm, covering the Cost Report period, i.e., July 1 through June 30, or covering a twelve (12) month period that is most recent and relevant to the Cost Report period, and provide a detailed audit of all costs included in the Cost Report. This Audit shall be performed in accordance with Office of Management and Budget (OMB) Circular A-133 and conducted in accordance with generally accepted government auditing standards as described in Government Auditing Standards (1994 Revision), and provided in a form satisfactory to the Director.

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

Contractor shall provide these Audited Financial Reports within two hundred seventy (270) days following the due date of the Certified Mental Health Cost Report. In the event that this Agreement expires or is terminated on a date other than June 30, Contractor shall provide County such Certified Audited Financial Reports covering the preceding period of July 1 through the date of expiration or termination no later than forty-five (45) days after the date of expiration or termination unless otherwise specified by the Director.

C. Should an Audit Report or any County, State and/or Federal government audit subsequently disallow any paid goods and/or services, or determine that Contractor has misspent funds, or been overpaid based on the requirements of this Agreement and applicable laws and regulations, County shall demand repayment from Contractor in the amount of such audit findings.

In the event of disallowances or offsets as a result of federal audit exceptions, the provisions of Section 5778(h), W&I Code shall apply.

County shall offset the state matching funds for payments made by the Medi-Cal intermediary pursuant to Section 5778(g), W&I Code, against any funds held by the County on behalf of the Contractor.

#### **VI. CULTURAL COMPETENCY**

A. Cultural competence is defined as a set of congruent practice behaviors, attitudes, and policies that come together in a system, agency, or among consumer providers and professionals which enable that system, agency, or those professional and consumer providers to work effectively in cross-cultural situations.

B. Contractor recognizes that cultural competence is a goal toward which professionals, agencies, and systems should strive. Becoming culturally competent is a developmental process and incorporates at all levels the importance of culture, the assessment of cross-cultural differences, the expansion of cultural knowledge, and the adaptation of services to meet culturally unique needs. Providing medically necessary specialty behavioral health, substance abuse, and co-occurring disorder services in a culturally competent manner is fundamental in any effort to ensure success of high quality and cost-effective services. Offering those services in a manner that fails to achieve its intended result due to cultural and linguistic barriers is not costeffective.

C. Contractor shall assess the demographic make-up and population trends of its service area to identify the cultural and linguistic needs of the eligible beneficiary population. Such studies are critical to designing and planning for providing appropriate and effective behavioral health, substance abuse, and co-occurring disorder services.

D. Contractor shall provide cultural competency training on an annual basis to all staff. This training shall address the ethnic, cultural, and language needs of clients. Training can be provided by County on a space available basis or obtained by Contractor from an independent source(s). Contractor shall provide the County with documentation of the cultural competency trainings by submitting the required reports as outlined in Exhibit D, Terms and Conditions.

E. Contractor shall implement practices and protocols that are inclusive and responsive to

## EXHIBIT D- TERMS AND CONDITIONS

the needs of diverse cultural populations, including Lesbian, Gay, Bisexual, Transgender and Queer/Questioning (LGBTQ) individuals, families and communities.

F. Contractor shall adopt the National Standards for Culturally and Linguistically Appropriate Services (CLAS) in Health and Health Care to improve health care quality and advance health equity. Refer to <http://minorityhealth.hhs.gov> (US Department of Health and Human Services Office of Minority Health).

G. Language Access and Translation Requirements

1. "Threshold Language" pursuant to the Dymally-Alatorre Bilingual Services Act and "Prevalent Language" pursuant to State contracts and 42 CFR. §438.10(a), means a language that has been identified as the primary language, as indicated on the Medi-Cal Eligibility System (MEDS), of 3,000 beneficiaries or five percent of the beneficiary population, whichever is lower, in County's Medi-Cal service area. (Cal. Govt. Code §7290-7299.8; 42 CFR. §438.10(a); 9 CCR §1810.410(a)(3).)

2. Contractor shall comply with the linguistic requirements included herein.

a. The Contractor shall provide all written materials for potential clients and clients in a font size no smaller than 12 point. (42 CFR. 438.10(d)(6)(ii).)

b. The Contractor shall ensure its written materials are available in alternative formats, including large print, upon request of the potential client or client at no cost. Large print means printed in a font size no smaller than 18 point. (42 C.F.R. § 438.10(d)(3).)

c. The Contractor shall make its written materials that are critical to obtaining services, including, at a minimum, provider directories, beneficiary handbooks, appeal and grievance notices, denial and termination notices, and Contractor's behavioral health education materials, available in the prevalent non-English languages in the county. (42 CFR. § 438.10(d)(3).)

d. The Contractor shall notify clients that written translation is available in prevalent languages free of cost and shall notify clients how to access those materials. (See 42 CFR § 438.10(d)(5)(i) & (iii); 9 CCR § 1810.410(e)(4).)

i. The Contractor shall include taglines in the prevalent non-English languages in the State of California, as well as large print, explaining the availability of written translation or oral interpretation to understand the information provided. (42 CFR. § 438.10(d)(2).)

ii. The Contractor shall include taglines in the prevalent non-English languages in the State of California, as well as large print, explaining the availability of the toll-free and Teletypewriter Telephone/Text Telephone (TTY/TDY) telephone number of the Contractor's member/customer service unit. (42 CFR § 438.10(d)(3).)

iii. The Contractor shall notify clients that written translation is available in prevalent languages free of cost and shall notify clients how to access those materials. (42 C.F.R. § 438.10(d)(5)(i), (iii); Cal. Code

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

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

### VII. OWNERSHIP OF EQUIPMENT

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

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

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

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

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

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

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

### IX. CONFIDENTIALITY

A. Contractor shall comply with, and require its officers, agents, employees, participants, and volunteers to comply with, all applicable laws and regulations regarding the confidentiality of patient information, including but not limited to California Welfare and Institutions Code Sections 5328 et seq., 10850, and 14100 et seq., 42 U.S.C. §1320d, and 45 Code of Federal

## EXHIBIT D—TERMS AND CONDITIONS

Regulations Parts 160, 162, 164 and 205, and the Federal Confidentiality of Substance Abuse Disorder Patient Records laws and regulations, Title 42 of the United States Code §290dd-2 and 42 CFR Part 2 (“Part 2 Regulations”).

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

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

### X. DISPUTES

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

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

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

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

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

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

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

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

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

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

**XIV. CONFLICT OF INTEREST**

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

**XV. ASSIGNMENT AND SUBCONTRACTS**

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

**XVI. STATUS OF CONTRACTOR**

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

Agreement Between County of Plumas and \_\_\_\_\_ FY \_\_\_\_\_  
Exhibit D-10

#### **EXHIBIT D—TERMS AND CONDITIONS**

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

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

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

## EXHIBIT D—TERMS AND CONDITIONS

program.

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

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

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

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

### **F. DEBARMENT AND SUSPENSION CERTIFICATION**

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

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

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

## EXHIBIT D—TERMS AND CONDITIONS

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

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

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

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

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

## XVIII. FALSE CLAIMS ACT

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

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

## XIX. ADDITIONAL PROVISIONS

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

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

## EXHIBIT D- TERMS AND CONDITIONS

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

### XX. AMENDMENT

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

### XXI. WAIVER

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

### XXII. AUTHORIZED REPRESENTATIVE

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

### XXIII. PUBLIC RECORDS ACT

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

### XXIV. COST SETTLEMENT

**A. If the Contractor provides mental health services as defined in CCR Title 9 (whether Medi-Cal or non-Medi-Cal), Contractor shall provide County a Certified Annual Mental Health Cost Report. Contractor shall certify and submit a Cost Report covering the preceding County fiscal year of July 1 through June 30, in a form satisfactory to the Director and as prescribed by the State in the Cost Reporting Data Collection Manual and Short-Doyle/Medi-Cal cost report instructions. This Cost Report is due to the County no later than October 31 unless otherwise specified by the Director. In the event that this Agreement expires or is terminated on a date other than June 30, Contractor shall provide County such a Cost Report, covering the preceding period of July 1 through the date of expiration or termination no later than forty-five (45) days after the date of expiration or termination unless otherwise specified by the Director.**

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

## EXHIBIT D- TERMS AND CONDITIONS

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

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

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

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

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

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

I. Should the County, State and/or Federal government, and their authorized representatives, disallow any paid goods and/or services, or determine that Contractor has misspent funds, or been overpaid based on the requirements of this Agreement and applicable laws and regulations, County shall demand repayment from Contractor for any amount determined disallowable.

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



Keevin Allred  
Chief Probation Officer

## County of Plumas

Department of Probation  
270 County Hospital Rd. #128,  
Quincy, California, 95971



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

**DATE:** September 27, 2022  
**TO:** Honorable Board of Supervisors  
**FROM:** Keevin Allred, Chief Probation Officer  
**SUBJECT:** Approve and authorize the Services Agreement contract between Plumas Rural Services (PRS) and the Plumas County Probation Department to facilitate two sixteen-week Cognitive Behavioral Restructuring Groups (CBRG) for up to 12 probation clients per group, not to exceed \$15,000.

### **Recommendation**

Approve and authorize the Services Agreement contract between Plumas Rural Services (PRS) and the Plumas County Probation Department to facilitate two sixteen-week Cognitive Behavioral Restructuring Groups (CBRG) for up to 12 probation clients per group, not to exceed \$15,000.

### **Background and Discussion**

The Probation Department contracts with Plumas Rural Services to provide services to help clients recognize distorted or unrealistic thinking and change these thinking patterns to eliminate problematic behavior. CBRG assists clients in changing their criminal thinking with the ultimate goal of preventing crime and future victimization.

## Item 2.B.1

### Services Agreement

This Agreement is made by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its Probation Department (hereinafter referred to as "County"), and Plumas Rural Services (PRS), a California non-profit corporation (hereinafter referred to as "Contractor").

The parties agree as follows:

1. Scope of Work. Contractor shall provide the County with services as set forth in Exhibit A, attached hereto.
2. Compensation. County shall pay Contractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed Fifteen Thousand Dollars (\$15,000).
3. Term. The term of this agreement shall be from July 1, 2022 through June 30, 2023 unless terminated earlier as provided herein. County's Board of Supervisors hereby ratifies, and approves for payment, services provided by Contractor from July 1, 2022 to the date of approval of this Agreement by the Board of Supervisors.
4. Termination. Either party may terminate this agreement by giving thirty (30) days written notice to the other party.
5. Non-Appropriation of Funds. It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, the County shall have no liability to pay any further funds whatsoever to Contractor or furnish any other consideration under this Agreement and Contractor shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either cancel this Agreement with no further liability incurring to the County or offer an amendment to Contractor to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution. Contractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation, or statute.
6. Warranty and Legal Compliance. The services provided under this Agreement are non-exclusive and shall be completed promptly and competently. Contractor shall guarantee all parts and labor for a period of one year following the expiration of the term of this Agreement unless otherwise specified in Exhibit A. Contractor agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.

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

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

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

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

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

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

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

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

County:

Probation Department  
County of Plumas  
270 County Hospital Rd., Ste. 128  
Quincy, CA 95971  
Attention: Chief Probation Officer

Contractor:

Plumas Rural Services  
711 E. Main Street  
Quincy, CA 95971  
Attention: Michele Pillar, Executive Director

22. Time of the Essence. Time is hereby expressly declared to be of the essence of this Agreement and of each and every provision thereof, and each such provision is hereby made and declared to be a material, necessary, and essential part of this Agreement.

23. Contract Execution. Each individual executing this Agreement on behalf of Contractor represents that he or she is fully authorized to execute and deliver this Agreement.

24. Ukraine Sanctions. Pursuant to Executive Order N-6-22 Contractor is aware that as a compliance with the economic sanctions imposed in response to Russia's actions in Ukraine is required, including with respect to, but not limited to, the federal executive orders identified in the EO and the sanctions identified on the U.S. Department of the Treasury website (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>). Failure to comply may result in the termination of this agreement.

25. Suspension and Debarment. The County does not employ vendors or contractors who are listed on the National World Wide Web Site System for Award Management (sam.gov) by Federal General Services Administration (GSA) for the purpose of disseminating information on parties that are debarred from receiving Federal contracts, certain subcontracts, and certain Federal financial and nonfinancial assistance and benefits, pursuant to the provisions of 31 U.S.C. 6101, note, E.O. 12549, E.O. 12689, 48 CFR 9.404, and each agency's codification of the Common Rule for Non-procurement suspension and debarment.

a. This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the

Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

- b. The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- c. This certification is a material representation of fact relied upon by the County. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- d. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any Contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

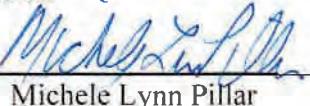
26. Retention of Records. If the maximum compensation payable under section 2 of this Agreement exceeds \$10,000, then, pursuant to California Government Code section 8546.7, the performance of any work under this Agreement is subject to the examination and audit of the State Auditor at the request of the County or as part of any audit of the County for a period of three years after final payment under the Agreement. Each party hereto shall retain all records relating to the performance and administration of this Agreement for three years after final payment hereunder, and Contractor agrees to provide such records either to the County or to the State Auditor upon the request of either the State Auditor or the County.

27. Conflicts. In the event of any conflict between the terms of this Agreement and the terms of any exhibit hereto, the terms of this Agreement shall control, and the conflicting term of the exhibit shall be given no effect. Any limitation of liability contained in an attached exhibit shall be null and void.

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

**CONTRACTOR:**

Plumas Rural Services, a non-profit corporation

By:   
Name: Michele Lynn Pillar  
Title: Executive Director  
Date signed: 8/29/22

**COUNTY:**

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

By:   
Name: Keevin Allred  
Title: Chief Probation Officer  
Date signed:

By: \_\_\_\_\_  
Name: Kevin Goss  
Title: Board of Supervisors - Chair  
Date signed:

Attest:

By: \_\_\_\_\_  
Name: Heidi White  
Title: Clerk of the Board of Supervisors  
Date signed:

Approved as to form:

  
Sara James 8/17/2022  
Deputy County Counsel II

## **EXHIBIT A**

### **Scope of Work**

Plumas Rural Services provides weekly Cognitive Behavioral Restructuring Groups (CBRG) for persons referred by the Probation Department. Each group will contain a maximum of twelve (12) participants.

CBRG will encourage participants to first develop their ability to recognize distorted or unrealistic thinking when it happens, and then to change that thinking or belief to eliminate problematic behavior. Facilitators will work with program participants to understand their belief system, how their belief system affects their life and the consequences of their beliefs and behaviors.

Participants will commit to a sixteen (16) week program of education, realization and behavioral modification. Participants will be expected to maintain consistent and timely attendance in class, complete all homework assignments, and explore other resources available for their development as well as active participation in class including participation in discussions. Participants must desire to change their beliefs and behaviors as they learn new skills.

The CONTRACTOR will provide direct facilitation of a weekly Cognitive Behavioral Restructuring Group for persons referred by the Probation Department, to be located in Plumas County consistent with accepted best practices utilizing this model. A total of two (2), sixteen (16) week sessions with no more than twelve (12) participants per session will occur during the contract period.

- a. PRS- CBRG will submit to the Plumas County Superior Court and/or Probation Department any necessary and relevant reports including but not limited to proof of enrollment, fees charged, progress reports and a final evaluation.

The COUNTY will provide the following:

- a. Conference room space and room preparation to hold one (1) weekly group.
- b. A Probation Officer assigned to provide ongoing liaison to PRS-CBRG.

EXHIBIT B

**Fee Schedule**

Plumas County Probation will provide compensation to PRS for Cognitive Behavioral Restructuring Groups (CBRG). CONTRACTOR will be paid the sum of Fifteen Thousand (\$15,000) Dollars to cover the cost associated with providing two (2), sixteen (16) week groups. Payments are as follows:

- \$7,500 for the first sixteen (16) week group session
- \$7,500 for the second sixteen (16) week group session



Keevin Allred  
Chief Probation Officer

## County of Plumas

Department of Probation  
270 County Hospital Rd. #128,  
Quincy, California, 95971



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

**DATE:** September 30, 2022  
**TO:** Honorable Board of Supervisors  
**FROM:** Keevin Allred, Chief Probation Officer  
**SUBJECT:** Approve and authorize the Services Agreement contract between the Plumas County Probation Department and Shasta Treatment Associates to provide a Sex Offender Management Program for juveniles and adults; not to exceed \$8,000.00.

### **Recommendation**

Approve and authorize the Chair to sign and ratify an Agreement between Plumas County Probation Department and Shasta Treatment Associates for directly administering an approved Sex Offender Management Program for adults and juveniles supervised and referred by the Probation Department in the 2022-2023 Fiscal Year; approved to form by County Counsel; not to exceed \$8,000.00.

### **Background and Discussion**

A collaborative approach to Sex Offender Management, also known as the Containment Model, was made mandatory in California on July 1, 2012 per Penal Code Sections 290.09, 1203.067(1), 1203.067(2), and 9003. The Probation Department has previously contracted with Shasta Treatment Associates, who offers a highly reputable service, and can provide these services to both juvenile and adult probation clients. This contract will not have an impact on the General fund, as expenses related to juvenile clients will be paid for out of the Youthful Offender Block Grant, and should an adult client default entirely on their payments, SB678 or AB109 Professional Services funds would be used.

## Services Agreement

This Agreement is made by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its PROBATION DEPARTMENT (hereinafter referred to as "County"), and Shasta Treatment Associates, a general partnership, (hereinafter referred to as "Contractor").

The parties agree as follows:

1. Scope of Work. Contractor shall provide the County with services as set forth in Exhibit A, attached hereto.
2. Compensation. County shall pay Contractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed Eight Thousand Dollars (\$8,000).
3. Term. The term of this agreement shall be from July 1, 2022, through June 30, 2023, unless terminated earlier as provided herein. County's Board of Supervisors hereby ratifies, and approves for payment, services provided by Contractor from July 1, 2022, to the date of approval of this Agreement by the Board of Supervisors.
4. Termination. Either party may terminate this agreement by giving thirty (30) days written notice to the other party.
5. Non-Appropriation of Funds. It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, the County shall have no liability to pay any further funds whatsoever to Contractor or furnish any other consideration under this Agreement and Contractor shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either cancel this Agreement with no further liability incurring to the County, or offer an amendment to Contractor to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution. Contractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.
6. Warranty and Legal Compliance. The services provided under this Agreement are non-exclusive and shall be completed promptly and competently. Contractor shall guarantee all parts and labor for a period of one year following the expiration of the term of this Agreement unless otherwise specified in Exhibit A. Contractor agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.

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CONTRACTOR INITIALS S.H.B.G.

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

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CONTRACTOR INITIALS 

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

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

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

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

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CONTRACTOR INITIALS *J.H.B.G.*

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

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

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CONTRACTOR INITIALS S.H.B.G.

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

County:

Probation Department  
County of Plumas  
270 County Hospital Rd., Ste.128  
Quincy, CA 95971  
Attention: Chief Probation Officer

Contractor:

Shasta Treatment Associates  
804 East Cypress Avenue, Suite 100  
Redding, CA 96002  
Attention: Barbara Gephart

22. Time of the Essence. Time is hereby expressly declared to be of the essence of this Agreement and of each and every provision thereof, and each such provision is hereby made and declared to be a material, necessary, and essential part of this Agreement.

23. Contract Execution. Each individual executing this Agreement on behalf of Contractor represents that he or she is fully authorized to execute and deliver this Agreement.

24. Ukraine Sanctions. Pursuant to Executive Order N-6-22 Contractor is aware that as a compliance with the economic sanctions imposed in response to Russia's actions in Ukraine is required, including with respect to, but not limited to, the federal executive orders identified in the EO and the sanctions identified on the U.S. Department of the Treasury website (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>). Failure to comply may result in the termination of this agreement.

25. Suspension and Debarment. The County does not employ vendors or contractors who are listed on the National World Wide Web Site System for Award Management (sam.gov) by Federal General Services Administration (GSA) for the purpose of disseminating information on parties that are debarred from receiving Federal contracts, certain subcontracts, and certain Federal financial and nonfinancial assistance and benefits, pursuant to the provisions of 31 U.S.C. 6101, note, E.O. 12549, E.O. 12689, 48 CFR 9.404, and each agency's codification of the Common Rule for Non-procurement suspension and debarment.

a. This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined

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CONTRACTOR INITIALS 

at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

- b. The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- c. This certification is a material representation of fact relied upon by the County. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- d. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any Contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

26. Retention of Records. If the maximum compensation payable under section 2 of this Agreement exceeds \$10,000, then, pursuant to California Government Code section 8546.7, the performance of any work under this Agreement is subject to the examination and audit of the State Auditor at the request of the County or as part of any audit of the County for a period of three years after final payment under the Agreement. Each party hereto shall retain all records relating to the performance and administration of this Agreement for three years after final payment hereunder, and Contractor agrees to provide such records either to the County or to the State Auditor upon the request of either the State Auditor or the County.

27. Conflicts. In the event of any conflict between the terms of this Agreement and the terms of any exhibit hereto, the terms of this Agreement shall control, and the conflicting term of the exhibit shall be given no effect. Any limitation of liability contained in an attached exhibit shall be null and void.

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CONTRACTOR INITIALS L.S./B.B.

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

**CONTRACTOR:**

Shasta Treatment Associates, a general partnership

By: Barbara Gephart  
Name: Barbara Gephart  
Title: General Partner  
Date signed: 9-22-2022

By: Sylvia Holochwost  
Name: Sylvia Holochwost  
Title: General Partner  
Date signed: 9-22-2022

**COUNTY:**

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

By: Keevin Allred  
Name: Keevin Allred  
Title: Chief Probation Officer  
Date signed:

By: \_\_\_\_\_  
Name: Kevin Goss  
Title: Board of Supervisors - Chairman  
Date signed:

**ATTEST:**

By: \_\_\_\_\_  
Name: Heidi White  
Title: Clerk of the Board of Supervisors  
Date signed:

Approved as to form:

  
9/20/2022  
Joshua Brechtel  
Deputy County Counsel I

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CONTRACTOR INITIALS S.T.A.

## **EXHIBIT A**

### **Scope of Work**

1. The CONTRACTOR shall provide for the direct administration of an approved Sex Offender Management Program for persons supervised by and referred by the Plumas County Probation Department pursuant to California Penal Code Sections 1203.067(b)(1), 1203.067(b)(2), 9003 and 290.09.
  - a. The CONTRACTOR will submit to the Plumas County Superior Court and/or Plumas County Probation Department and all relevant reports including, but not limited to, proof of enrollment, fees charged to each defendant, fee collection efforts, progress reports, and final evaluation.
  - b. The CONTRACTOR shall submit to Plumas County Probation Department updated continued education information to verify legislative compliancy of program.
  - c. If road and weather conditions are such that the CONTRACTOR is unable to travel to the session location in Redding, a make-up session will be scheduled at the earliest possible date that changing conditions allow for.
  - d. The COUNTY will provide an assigned Probation Officer to provide ongoing liaison to the CONTRACTOR.
2. It is the intent of the parties to create an independent contractor relationship. CONTRACTOR acknowledges and agrees that the Probation Department will not be responsible for the withholding or payment of federal or state income taxes, Social Security, Workers Compensation coverage, unemployment insurance, nor disability insurance. It is understood that CONTRACTOR works as an independent contractor and does not hereby become an employee of the county or the court.

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CONTRACTOR INITIALS *S.H.B.G.*

## **EXHIBIT B**

### **Fee Schedule**

#### **Compensation shall be as follows:**

CONTRACTOR and COUNTY both agree that CONTRACTOR will directly bill Probation supervised persons who are mandated to be placed in a Sex Offender Management Program for any and all fees related to the program and evaluations pursuant to California Penal Code Sections 1203.067 and 290.09.

CONTRACTOR and COUNTY both agree that COUNTY will pay any and all fees for Probation supervised persons who are mandated to be placed in a Sex Offender Management Program, but who are determined by the Court to be unable to pay for such required program and evaluations pursuant to California Penal Code Sections 1203.067(c) and 290.09.

CONTRACTOR and COUNTY both agree that COUNTY will pay any unpaid fees for Probation supervised persons who are mandated to be placed in a Sex Offender Management Program and consequently do not pay after a period of six (6) months following continued and increasing efforts by CONTRACTOR to collect such unpaid fees pursuant to California Penal Code Sections 1203.067(c) and 290.09.

1. Adult Sex Offender Management Group and Individual Sessions: CONTRACTOR will charge the client the following:
  - a. \$200 each month for the following services:
    - i. Intake applications and risk assessments
    - ii. Up to 3 group/individual sessions
    - iii. Quarterly reports
    - iv. Supplemental reports if applicable
    - v. Discharge and exit applications
  - b. \$50 for each missed session
  - c. \$75 for requested family sessions
  - d. \$75 for high risk offenders additional sessions
  - e. \$150 per hour (door-to-door) for court appearances/therapist/expert witness and travel expenses
  - f. \$350 for each polygraph (includes review)
2. Juvenile Sex Offender Management Group and Individual Sessions: CONTRACTOR will charge the Department of Probation the following:
  - a. \$200 each month for the following services:
    - i. Intake applications and risk assessments
    - ii. Up to 3 group/individual sessions per week
    - iii. Quarterly reports
    - iv. Supplemental reports if applicable
    - v. Discharge and exit applications
  - b. \$50 each missed session
  - c. \$75 for requested family sessions

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CONTRACTOR INITIALS *S.H.B.G.*

- d. \$75 for high risk offenders additional sessions
- g. \$150 per hour (door-to-door) for court appearances/therapist/expert witness and travel expenses
- e. \$350 for each polygraph (includes review)

3. Any auxiliary compensation (special training, travel, cost of meals, unusual expenses encountered during evaluation, etc.), must have prior approval of the Chief Probation Officer.

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CONTRACTOR INITIALS S.H.B.G.



PHILADELPHIA  
INSURANCE COMPANIES

A Member of the Travelers Group

## Certificate of Liability Insurance

Date Issued: 04/29/2022

Underwritten by: Philadelphia Indemnity Insurance Company • One Bala Plaza, Suite 100 • Bala Cynwyd, PA 19004 • NAIC #: 18058

Administered by: CPH & Associates • 711 S. Dearborn St. Ste 205 • Chicago, IL 60603 • P 800.575.1911 • F 312.987.0902 • [info@cpfins.com](mailto:info@cpfins.com)

**DISCLAIMER:** This certificate is issued as a matter of information only and confers no rights upon the certificate holder. The Certificate of Insurance does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend, or alter the coverage afforded by the policies listed thereon.

**Insured:** Barbara Gephart  
1363 Grouse Dr.  
Redding, CA 96003

**Policy Number:** 024433  
**Policy Term:** 06/01/2022 to 06/01/2023  
**Occupation:** Behavior Therapist

### Covered Locations

Professional Liability: Portable coverage, not location specific

Coverage Type (Occurrence Form)	Per Incident (Per Individual claim)	Aggregate (Total amount per year)
Professional Liability	\$ 1,000,000	\$ 3,000,000
Supplemental Liability	\$ 1,000,000	\$ 3,000,000
Licensing Board Defense	\$ 35,000	\$ 35,000
Commercial General Liability	N/A	N/A
• Fire/Water Legal Liability	N/A	N/A
Business Personal Property	N/A	N/A

Comments/Special Descriptions:

### Certificate Holder

### PROOF OF COVERAGE

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s). Notice of Cancellation will only be provided to the first named insured in accordance with policy provisions, who shall act on behalf of all additional insureds with respect to giving notice of cancellation.

Authorized Representative  
C. Philip Hodson



## Certificate of Liability Insurance

Date Issued: 03/26/2022

**Underwritten by:** Philadelphia Indemnity Insurance Company · One Bala Plaza, Suite 100 · Bala Cynwyd, PA 19004 · NAIC #: 18058

**Administered by:** CPH & Associates · 711 S. Dearborn St. Ste 205 · Chicago, IL 60605 · P 800.875.1911 · F 312.987.0802 · Info@cphta.com

**DISCLAIMER:** This certificate is issued as a matter of information only and confers no rights upon the certificate holder. The Certificate of Insurance does not constitute a contract between the issuing Insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend, or alter the coverage afforded by the policies listed thereon.

**Insured:** Robin Johnston  
804 east Cypress  
Redding, CA 96002

**Policy Number:** E47351  
**Policy Term:** 06/22/2022 to 06/22/2023  
**Occupation:** Licensed Marriage and Family Therapist

Covered Locations  
Professional Liability: Portable coverage, not location specific

Coverage Type (Occurrence Form)	Per Incident (Per individual claim)	Aggregate (Total amount per year)
Professional Liability	\$ 1,000,000	\$ 3,000,000
Supplemental Liability	\$ 1,000,000	\$ 3,000,000
Licensing Board Defense	\$ 35,000	\$ 35,000
Commercial General Liability	N/A	N/A
• Fire/Water Legal Liability	N/A	N/A
Business Personal Property	N/A	N/A

Comments/Special Descriptions:

Certificate Holder

PROOF OF COVERAGE

If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s). Notice of cancellation will only be provided to the first named insured in accordance with policy provisions, who shall act on behalf of all additional insureds with respect to giving notice of cancellation.

Authorized Representative  
C. Phillip Hodson



## Plumas-Sierra County Fair

204 FAIRGROUNDS ROAD QUINCY, CA 95971-9462

(530) 283-6272 FAX (530) 283-6431 [www.countyofplumas.com/fair/index.htm](http://www.countyofplumas.com/fair/index.htm)

## MEMORANDUM

DATE: September 30, 2022

TO: The Honorable Board of Supervisors

FROM: John Steffanic, Fair & Event Center Manager

SUBJECT: Board Agenda Requests

**It is recommended that the Board:**

1. The Fair & Event Manager respectfully requests that the Board of Supervisors approve and authorize the Chair to sign an Agreement with Moana Nursery, Inc. for hydroseeding of Carnival Lawn at Fairgrounds not to exceed \$28,950.

**Discussion**

After months of trying to locate a vendor that could hydroseed the Carnival Lawn at the Fairgrounds, we were finally able to get Moana Nursery to agree to the project.

The cost of this project has been funded by monies received from the Dixie Fire Camp. Monies were requested to be budgeted in the 2022-2023 budget, but it is unclear whether that was accomplished. However, there are funds available in the Fair Fund Balance and a supplemental budget request will be made if necessary.

Thank you for your consideration,

John Steffanic  
Fair & Event Center Manager

**Construction Agreement**  
**SC-004-23**

This Agreement is made by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its **Plumas Sierra County Fair** (hereinafter referred to as "County"), and **Moana Nursery, Inc.**, a Nevada corporation (hereinafter referred to as "Contractor").

The parties agree as follows:

1. Scope of Work. Contractor shall provide the 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 Twenty Eight Thousand Nine Hundred Fifty Dollars and 00/100 (\$28,950.00) (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 term of this agreement shall be from October 1, 2022, through June 30, 2023. County's Board of Supervisors hereby ratifies, and approves for payment, services provided by Contractor from October 1, 2022 to the date of approval of this Agreement by the Board of Supervisors.
4. Termination.
  - a. By County for Cause. The 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, the County, or this Agreement; or (iv) has committed any other substantial breach of this Agreement. If the County terminates this Agreement for cause, then Contractor shall not be entitled to receive further payment from the County other than for the value of the services and materials previously provided to the 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 the 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 the County deems appropriate. If the County's cost of finishing the Work under this paragraph exceeds the unpaid balance of the Contract Amount, Contractor shall pay the difference to the County. This obligation for payment shall survive the termination of this Agreement.

COUNTY INITIALS

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CONTRACTOR INITIALS

- c. By County for Convenience. The County may, at any time, terminate this Agreement for convenience and without cause. After terminating this Agreement for convenience, the County shall pay Contractor the value of the services and materials previously provided to the County under this Agreement as well as the costs incurred by Contractor by reason of such termination.
- d. By Contractor. If the 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 the 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 the 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 the County to do so, the County may, without prejudice to any other rights or remedies held by the County under this Agreement or applicable law, correct the Work by what whatever reasonable method the 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 the 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 the County has made a timely and reasonable objection.

7. Labor and Materials. Unless otherwise 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. Warranty. Contractor warrants to the County that: (1) materials and equipment furnished under this Agreement will be new and of good quality unless otherwise required or permitted under this Agreement; (2) the Work will be free from defects not inherent in the quality required or permitted; and (3) the Work will conform to the requirements of this Agreement. Contractor shall, for a period of one year after substantial completion of the Work, correct Work not conforming to the requirements of this Agreement. If Contractor fails to correct nonconforming Work within a reasonable time, the County

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may correct the Work, and Contractor shall pay the cost of such correction to the County within fifteen (15) days of Contractor's receipt of County's written request for such payment. This obligation for payment shall survive the termination of this Agreement.

9. Taxes. Contractor shall pay any sales, consumer, use, and similar taxes with respect to the materials and services furnished by Contractor under this Agreement.
10. 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 the County.
11. 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.
12. Use of Site. Contractor shall confine its operations at the Work site to areas permitted by law, ordinances, this Agreement, and the County.
13. 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.
14. 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, and shall properly dispose of waste materials.
15. Changes in the Work. The 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 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 the County and Contractor.
16. 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.
17. 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.

18. 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.
19. 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.
20. Legal Compliance. 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.
21. 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.
22. 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.

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

- a. Commercial general liability coverage at least as broad as the current Insurance Services Office (ISO) policy form #CG 00-01 (and professional liability, if applicable to the services provided), 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 and hired automobiles), with minimum bodily injury limit of the greater of (i) the limit available on the policy, or (ii) two-hundred fifty thousand dollars (\$250,000) per person and five hundred thousand dollars (\$500,000) per accident, as well as a minimum property damage limit of the greater of (i) the limit available on the policy, or (ii) fifty thousand dollars (\$50,000) per accident.
- c. Each policy of commercial general liability (and professional liability, if applicable to the services provided) coverage and automobile liability coverage (including non-owned and hired automobiles) shall meet the following requirements:
  - i. Each policy shall be endorsed to name the County, its officers, officials, employees, representatives and agents, and the State of California, California Fair Services Authority, the District Agricultural Association, Plumas/Sierra County Fair, Lessor/sublessor if fair site is leased/subleased, Citrus Fruit Fair, or California and State Fair, and their officers, directors, employees, representatives and agents (collectively, for the purpose of this section 9, the "County Parties") 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 Parties, as the additional insureds; 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 Parties, including defense costs and damages; and
  - iv. Nothing herein shall be construed as limiting the extent to which Contractor may be held responsible for damages resulting from Contractor's operations, acts, omissions or negligence. Insurance coverage obtained in the minimum amounts specified above shall not relieve Contractor of liability in excess of such minimum coverage, nor shall it preclude the County from taking other actions available to it under this Agreement or by law, including but not limited to actions pursuant to Contractor's indemnity obligations; and

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- v. Contractor's policy shall be primary insurance as respects the County Parties. Any insurance policies or self-insurance coverage maintained by the County Parties shall be secondary and in excess of the Contractor's insurance and shall not contribute with it, and Contractor's 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 Parties before the County Parties own insurance policies or self-insurance shall be called upon to protect them as additional named insureds, and such policy shall contain any endorsements necessary to effectuate this provision.

d. Workers Compensation insurance in accordance with California state law. If the Contractor is exempt, they will complete the Worker's Compensation Exempt Statement, attached hereto and incorporated herein as Exhibit C.

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.

24. 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 C-27 Landscaping License #317448, issued by the State of California..

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

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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.

26. Assignment. Contractor may not assign, subcontract, sublet, or transfer its interest in this Agreement without the prior written consent of the County.
27. 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.
28. 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.
29. 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.
30. 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.
31. 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.
32. 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.
33. 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.
34. Third Party Beneficiaries. This Agreement is entered into for the sole benefit of the 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.
35. Conflict of Interest. The parties to this Agreement have read and are aware of the provisions of Government Code section 1090 *et seq.* and section 87100 *et seq.* relating to conflicts of interest of public officers and employees. Contractor represents that it is unaware of any financial or economic interest of any public officer or employee of County relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement and is later discovered by the County, the County may immediately terminate this Agreement by giving written notice to Contractor.

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

County:

Plumas Sierra County Fair  
County of Plumas  
204 Fairground Road  
Quincy, CA 95971  
Attention: John Steffanic

Contractor:

Moana Nursery, Inc.  
1100 W. Moana Lane  
Reno, NV 89502  
Attention: Helen Voelker

37. 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.

38. 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.

39. Ukraine Sanctions. Pursuant to Executive Order N-6-22 Contractor is aware that as a compliance with the economic sanctions imposed in response to Russia's actions in Ukraine is required, including with respect to, but not limited to, the federal executive orders identified in the EO and the sanctions identified on the U.S. Department of the Treasury website (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions>). Failure to comply may result in the termination of this agreement.

40. Suspension and Debarment. The County does not employ vendors or contractors who are listed on the National World Wide Web Site System for Award Management (sam.gov) by Federal General Services Administration (GSA) for the purpose of disseminating information on parties that are debarred from receiving Federal contracts, certain subcontracts, and certain Federal financial and nonfinancial assistance and benefits, pursuant to the provisions of 31 U.S.C. 6101, note, E.O. 12549, E.O. 12689, 48 CFR 9.404, and each agency's codification of the Common Rule for Non-procurement suspension and debarment.

a. This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined

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at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

- b. The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- c. This certification is a material representation of fact relied upon by the County. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
- d. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any Contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

41. Retention of Records. If the maximum compensation payable under section 2 of this Agreement exceeds \$10,000, then, pursuant to California Government Code section 8546.7, the performance of any work under this Agreement is subject to the examination and audit of the State Auditor at the request of the County or as part of any audit of the County for a period of three years after final payment under the Agreement. Each party hereto shall retain all records relating to the performance and administration of this Agreement for three years after final payment hereunder, and Contractor agrees to provide such records either to the County or to the State Auditor upon the request of either the State Auditor or the County.

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

43. Conflicts. In the event of any conflict between the terms of this Agreement and the terms of any exhibit hereto, the terms of this Agreement shall control, and the conflicting term

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of the exhibit shall be given no effect. Any limitation of liability contained in an attached exhibit shall be null and void.

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

**CONTRACTOR:**

Moana Nursery, Inc., a Nevada corporation

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

Name: Scott Gescheider

Title: President

Date signed:

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

Name: Christie Gescheider

Title: Secretary

Date signed:

**COUNTY:**

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

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

Name: Kevin Goss

Title: Board of Supervisors Chairman

Date signed:

**ATTEST:**

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

Name: Heidi White

Title: Clerk of the Board

Approved as to form:

9/26/2022

  
Sara James  
Deputy Plumas County Counsel

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## EXHIBIT A



Better Plants. Better Advice. Better Results.

To: John Steffanic  
Plumas County  
204 Fairground Road  
Quincy, CA

September 19, 2022

From: Helen Voelker

RE: Plumas County Fairground - PW Hydroseed

### General Project Scope of Work, Conditions and Exclusions

Moana Nursery sincerely appreciates the opportunity to present the following proposal for hydroseeding at Plumas County Fairgrounds in Quincy, CA. This proposal includes all necessary labor, tools, materials, equipment, transportation, subcontractors and supervision to complete the project.

#### MUTUAL ASSUMPTIONS:

- The owner will leave entire area receiving hydroseed at finish grade, with top 6" of soil loosened to accept the hydroseed and free of all trash, construction debris and large rock.
- Owner will provide water source for hydroseed application.
- Moana Nursery will have truck and machine access throughout the property to perform the scope of work provided in this proposal. Should truck or machine access not be available, additional charges will apply.
- Owner will make available on site a staging area for Moana Nursery vehicles, equipment and staging for bulk materials.
- If there are significant delays outside of our control from the construction schedule provided upon signing the contract, Moana Nursery may seek additional compensation for increased labor and material costs.
- Moana Nursery will mobilize one (1) time at commencement of hydroseed scope. If additional phases and multiple mobilizations are required, additional mobilization fees may apply.
- If any items excluded from this proposal are added to Moana Nursery's scope of work prior to installation or in the field, additional charges will apply.
- If owner utilizes their own contract; Moana Nursery's contract herein will be included as an exhibit/attachment.
- This project was bid at Prevailing Wage Rates. Overtime, weekends, regular wage rates are excluded from this proposal.

#### EXCLUSIONS:

- Obtaining all required permits and traffic control.
- Removal and off-haul of any earthen materials, rock, trash, or construction debris not specified in this proposal.
- Berms, mounding, and relocation of large boulders (over 3' diameter).
- Any clearing, grubbing, rough grading, drainage work, erosion control and SWPP prevention measurements not detailed in this proposal.
- All soil prep required for hydroseed application (i.e. topsoil stockpiling, scarification, track walking, etc.)
- Any temporary irrigation system for hydroseed areas.
- Drill seeding, broadcast seeding and/or handseeding of all revegetation areas.
- Reapplication of hydroseed. Additional passes and applications can be provided on a time & materials basis, if requested.

Moana Lane Garden Center & Corporate Office: South Virginia St. Garden Center 1100 W. Moana Lane, Reno, NV 89502 (775) 825-0600 Corporate Office (775) 825-0602

11391 S. Virginia Street, Reno, NV 89511 (775) 825-1419

3497 Pyramid Way, Sparks, NV 89431 (775) 425-0900

Pyramid Way Garden Center (775) 425-0900

Landscape Services & Design Center 1190 W. Moana Lane, Reno, NV 89502 (775) 825-0602 ext. 134 NV Lic. # 17279A B & C Lic. # 172740

www.moanagroup.com

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Plumas County Fairground - PW Hydroseed

September 19, 2022

#### Terms & Conditions

**PRICE, INVOICES & PAYMENTS:** This proposal is valid for thirty (30 days) unless specifically extended or shortened in the Scope of Work section of this proposal. Moana Nursery will invoice monthly for the work completed during the billing period. Payment is due net 30 days and unpaid balances will be assessed a 1.5% fee monthly. Pursuant to NRS 624.610 and California's Prompt Payment Law Moana Nursery will invoke its right to stop work on any project after providing the necessary written notification, up to and including terminating the contract if not paid within the required time. Moana Nursery requires written notification of disputed invoices within fifteen (15) calendar days if no notification is given Moana Nursery will incorporate any disputed invoices into its stop work calculation.

**MODIFIED INVOICING PROCEDURES:** (1) If this project is associated with a modified billing schedule more frequent than once per month, Moana Nursery intends to invoice on this modified schedule. (2) If this contract requires Moana Nursery to subscribe to a service or utilize a third party company that charges a fee for submitting an invoice or utilizing a service, Moana Nursery will invoice this fee above and beyond what is included in the above proposal.

**USE TAX:** Contractors are considered the consumers of all materials used in fulfilling a construction or maintenance contract. All material provided and installed on this job are subject to Use Tax based on Moana Nursery's cost. The required taxes will be submitted to the Nevada Department of Taxation or California's Board of Equalization. Moana Nursery will provide a summary of Use Tax paid upon request.

**BID QUALIFIERS:** (a) All items not specifically listed in the scope of work are excluded from this proposal (including any and all boring, saw cutting, and blasting). (b) This proposal is based on utilizing mechanized equipment for all major trenching and digging operations on the project site. If site conditions require hand digging for these operations, the proposal price quoted herein shall be renegotiated to account for the extra labor burden involved. (c) Moana Nursery will not be held responsible for site drainage, or for landscaping damaged by other parties, including snow removal operations. (d) This bid excludes replacement of installed irrigation or modifications required to your existing irrigation system other than those required and outlined in scope of work described above. (e) Unless specifically addressed in the scope of work above, Moana Nursery assumes that there will be no liquidated damages on this project. If liquidated damages are included Moana Nursery reserves the right to withdraw or modify its proposal.

**TIMING OF CONSTRUCTION:** Unless specifically stated in the proposal scope above Moana Nursery assumes that this project will commence within one (1) calendar year of the date of this proposal. If this project is delayed in excess of one (1) calendar year all pricing will be subject to at least a four (4) percent increase, potentially more based on length of delay and inflation of costs. Moana Nursery will allocated resources (labor and material) in order to schedule and complete this project in a timely manner and significant delays substantially increase the cost of a project. Moana Nursery will work with Plumas County to adjust to schedule changes, however we cannot guarantee maintaining the pricing in this proposal for more than one (1) calendar year.

**AVAILABILITY OF PLANT MATERIAL:** Moana Nursery will make every effort to acquire any specified plant material but reserves the right to substitute materials based on availability.

**PLANT SECUREMENT DEPOSIT:** Moana Nursery requires a plant securement deposit upon the signing of any contract in order to procure, tie-off and maintain the necessary trees, shrubs and perennials for Plumas County Fairground - PW. Moana Nursery will not commence procurement or tie-off of any plant material until deposit is received and reserves the right to **not** perform any work associated with this project until the deposit is received in full. Retention is not applicable

Moana Lane Garden Center & Corporate Office	South Virginia Street Garden Center	Pyramid Way Garden Center	Landscape Services & Design Center
1100 W. Moana Lane	1130 S. Virginia Street	1017 Pyramid Way	1100 W. Moana Lane
Rego, NV 89502	Rego, NV 89511	Sparks, NV 89431	Rego, NV 89502
(775) 825-4690	(775) 855-4310	(775) 223-4300	(775) 825-4691 ext. 111
(775) 825-4692 - Corporate Office	www.moanaindustries.com	833-110-8775 ext. 111	Plants, 111-111

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**Plumas County Fairground - PW Hydroseed**

**September 19, 2022**

- All soil testing and work associated with implementing any recommendations from soil testing results. Testing to be charged on a time & material basis, if requested.
- Any additional items not detailed in this proposal.

**Project Mobilization**

Moana Nursery charges Mobilization on the first month's billing of an associated project.

Description of Proposed Work	Quantity	Unit	
Project Mobilization	1	Lump Sum	
Subtotal Project Mobilization			<b>\$4,500.00</b>

**Hydroseed Scope of Work**

General contractor is to provide water or water source for hydroseed application.

Hydroseed application assumed to be applied between September 1 and October 15 to allow for winter moisture for seed germination. Should hydroseed application be required outside of this time frame, additional charges will apply.

All temporary irrigation for hydroseed areas is excluded. It is assumed permanent irrigation system installed is fully functional and free of any malfunctions or leaks. It is assumed hydroseed areas will receive irrigation until winterization of system.

Description of Proposed Work	Quantity	Unit
Apply Hydroseed	3	Acre
Moana Nursery will hydraulically broadcast slurry mix containing the following materials:		
• 2,000 lbs/acre Conwed 2000 Wood Fiber Mulch with Tackifier		
• 200 lbs/acre Richlawn 5-3-Z Fertilizer		
• Triple Tall Fescue Mix (Tribute II, Zig Zag & VNS)		

Moana Nursery has specifically excluded all the following:

- Temporary irrigation for hydroseed areas.
- Broadcasting and raking of seed and fertilizer

All potable water for filling of hydroseeder for application to be provided on site by others.

Hydroseed application to take place in September/October prior to fall and winter moisture.

Subtotal Hydroseed Scope of Work **\$24,450.00**

Moana Landscape Center & Corporate Office	South Virginia St, Garden Center	Pyramid Way Garden Center	Landscape Services & Design Center
1100 W. Moana Lane	11391 S. Virginia Street	5997 Pyramid Way	1190 W. Moana Lane
Reno, NV 89502	Reno, NV 89514	Sparks, NV 89434	Reno, NV 89502
(775) 825-0600	(775) 823-1316	(775) 823-4300	(775) 825-0602 ext. 311
(775) 825-0601			(775) 823-7340 & (775) 821-7443
	WWW.MOANALANDSCAPE.COM		Page 1 of 1

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Plumas County Fairground - PW Hydroseed

September 19, 2022

**Total Price For Proposed Landscape Project**

Total Price of Landscape Project (Tax & Materials included) **\$28,950.00**  
\*\*\*Twenty-Eight Thousand Nine Hundred Fifty And No/100\*\*\*

**Plant Securement Deposit**

Deposit for Securing Plant Material Required Upon Contract Execution **\$0.00**

Moana Landscape Company, Corp/Co. Inc.	South Virginia St. Garden Center	Pyramid Landscape Center	Landscape Services & Irrigation Company
1100 W. Mainland Lane	11301 S. Virginia Street	3417 Pyramid Way	110 W. Mainland Lane
Reno, NV 89508	Reno, NV 89501	Sparks, NV 89414	Reno, NV 89502
(775) 822-6666	(775) 852-1419	(775) 786-4300	(775) 786-4300 ext. 131
(775) 822-6666 ext. 131			MoanaLandscapeCo.com
	www.moanalandscape.com		110 W. Mainland Lane

COUNTY INITIALS

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CONTRACTOR INITIALS



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Plumas County Fairground - PW Hydroseed

September 19, 2022

#### Terms & Conditions

**PRICE, INVOICES & PAYMENTS:** This proposal is valid for thirty (30 days) unless specifically extended or shortened in the Scope of Work section of this proposal. Moana Nursery will invoice monthly for the work completed during the billing period. Payment is due net 30 days and unpaid balances will be assessed a 1.5% fee monthly. Pursuant to NRS 624.610 and California's Prompt Payment Law Moana Nursery will invoice its right to stop work on any project after providing the necessary written notification, up to and including terminating the contract if not paid within the required time. Moana Nursery requires written notification of disputed invoices within fifteen (15) calendar days if no notification is given Moana Nursery will incorporate any disputed invoices into its stop work calculation.

**MODIFIED INVOICING PROCEDURES:** (1) If this project is associated with a modified billing schedule more frequent than once per month, Moana Nursery intends to invoice on this modified schedule. (2) If this contract requires Moana Nursery to subscribe to a service or utilize a third party company that charges a fee for submitting an invoice or utilizing a service, Moana Nursery will invoice this fee above and beyond what is included in the above proposal.

**USE TAX:** Contractors are considered the consumers of all materials used in fulfilling a construction or maintenance contract. All material provided and installed on this job are subject to Use Tax based on Moana Nursery's cost. The required taxes will be submitted to the Nevada Department of Taxation or California's Board of Equalization. Moana Nursery will provide a summary of Use Tax paid upon request.

**BID QUALIFIERS:** (a) All items not specifically listed in the scope of work are excluded from this proposal (including any and all boring, saw cutting, and blasting). (b) This proposal is based on utilizing mechanized equipment for all major trenching and digging operations on the project site. If site conditions require hand digging for these operations, the proposal price quoted herein shall be renegotiated to account for the extra labor burden involved. (c) Moana Nursery will not be held responsible for site drainage, or for landscaping damaged by other parties, including snow removal operations. (d) This bid excludes replacement of installed irrigation or modifications required to your existing irrigation system other than those required and outlined in scope of work described above. (e) Unless specifically addressed in the scope of work above, Moana Nursery assumes that there will be no liquidated damages on this project. If liquidated damages are included Moana Nursery reserves the right to withdraw or modify its proposal.

**TIMING OF CONSTRUCTION:** Unless specifically stated in the proposal scope above Moana Nursery assumes that this project will commence within one (1) calendar year of the date of this proposal. If this project is delayed in excess of one (1) calendar year all pricing will be subject to at least a four (4) percent increase, potentially more based on length of delay and inflation of costs. Moana Nursery will allocate resources (labor and material) in order to schedule and complete this project in a timely manner and significant delays substantially increase the cost of a project. Moana Nursery will work with Plumas County to adjust to schedule changes, however we cannot guarantee maintaining the pricing in this proposal for more than one (1) calendar year.

**AVAILABILITY OF PLANT MATERIAL:** Moana Nursery will make every effort to acquire any specified plant material but reserves the right to substitute materials based on availability.

**PLANT SECUREMENT DEPOSIT:** Moana Nursery requires a plant securement deposit upon the signing of any contract in order to procure, tie-off and maintain the necessary trees, shrubs and perennials for Plumas County Fairground - PW. Moana Nursery will not commence procurement or tie-off of any plant material until deposit is received and reserves the right to **not** preform any work associated with this project until the deposit is received in full. Retention is not applicable

Moana Lane Garden Center & Corporate Office	South Virginia Street Garden Center	Peridot Way Garden Center	Landscape Services & Design Center
1160 W. Moana Lane	1130 S. Virginia Street	3007 Peridot Way	1180 W. Moana Lane
Reno, NV 89502	Reno, NV 89501	Sparks, NV 89421	Reno, NV 89504
(775) 825-0690	(775) 825-1419	(775) 786-7380	(775) 825-0690 ext. 131
G. 75132 430602 - Corporate Office	WWW.MOANALANE.GARDEN	WWW.MOANALANE.GARDEN	NV Lic. #13794A-D & CLB. #117102

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September 19, 2022

for the deposit and the deposit is non-refundable.

**MASTER AGREEMENT OR PRIME CONTRACT:** If Plumas County Fairground - PW has an associated Master Agreement or Prime Contract Moana Nursery requires the right and access to review this agreement/contract prior to signing any subcontract agreement.

**CHANGES IN WORK:** Changes in the project scope or schedule will be addressed only upon the execution of a written Project Change Order, approved in writing by the owner's representative.

**PERMITS:** Unless specifically included in the scope of work above this bid excludes the cost of any permit.

**SITE ACCESS AND RIGHTS OF WAY:** Plumas County shall provide all necessary access for Moana Nursery employees, vehicles and equipment to the site or sites upon which the work is to be performed.

**INDEMNIFICATION:** Moana Nursery will only agree to proportionate and reasonable indemnification terms to the extent and only to the extent of its negligence, errors and omissions.

**INSURANCE:** Moana Nursery is insured for liability resulting from injury to persons or property, automobile accidents, and all of its employees are covered by Workers' Compensation Insurance. Moana Nursery maintains and agrees to maintain these insurances through the completion of your project. A certificate of insurance is available upon request. Owner shall, at his/her expense, procure and maintain the necessary insurance to protect the site and installed materials from damage due to floods, fires, earthquakes, tornadoes or other unforeseen events. Neither Owner nor General Contractor will hold Moana Nursery liable for any damage caused by any party other than Moana Nursery or its service providers.

**WORKMANSHIP:** Moana Nursery shall comply with all applicable requirements of all local, state and federal laws, regulations and ordinances, including life, safety and building code requirements. All work will be performed in a professional manner by experienced personnel outfitted with the appropriate tools and equipment to complete the job properly.

**WARRANTY:** Moana Nursery warrants to Customer that all materials and equipment furnished under this contract shall be new unless otherwise specified and that all work under this agreement shall be of good quality, free from faults and defects and in conformance with standard industry practices. Moana Nursery guarantees its work for 1-year from the date of substantial completion of the project or a specific section of the project.

Proposal Submitted By:



September 19, 2022

Moana Fair Garden Center & Corporate Office	South Virginia St. Garden Center	Pyramid Way Garden Center	Landscape Services & Design Center
1100 W. Sierra Lane	1150 S. Virginia Street	3390 Pyramid Way	1120 W. Sierra Lane
Reed, NV 89334	Reed, NV 89334	Sparks, NV 89434	Reed, NV 89334
(775) 322-0600	(775) 323-1149	(775) 425-1336	(775) 323-0600 ext 133
(775) 323-0602 - Corporate Office		www.mohn.com/supply.com	Sparks, NV 89434

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Plumas County Fairground - PW Hydroseed

September 19, 2022

## 2022 Labor, Equipment & Material Rates for Landscape Services

All labor & equipment rates are billed hourly per employee and include vehicle use and operational tools (including gasoline). All work completed is licensed and fully insured. Travel time will be applied to all invoices unless a Moana teammate or team is already contracted to be on site. Rates may be modified for 2023 work and do not apply to Irrigation Service Jobs, Snow Removal or Prevailing Wage work.

DESCRIPTION	2022 REGULAR HOURLY RATES:	2022 OVERTIME HOURLY RATES:
LABORER Must have a Foreman or Project Manager (PM) with him/her	\$65.00	\$97.50
IRRIGATION TECHNICIAN Must have a Foreman or PM with him/her	\$70.00	\$105.00
EQUIPMENT OPERATOR Must have a Foreman or PM with him/her	\$75.00	\$112.50
LARGE MOANA OWNED EQUIPMENT (Backhoes, Front End Loaders, Skid Steers, Mini-Excavators)	\$80.00	\$80.00
FOREMAN	\$80.00	\$120.00
SUPERINTENDENT Used only on large projects.	\$90.00	\$135.00
INTERIOR PLANT TECHNICIAN	\$70.00	\$105.00
SEASONAL CONTAINER SPECIALIST	\$90.00	\$135.00
PROJECT MANAGER OR LANDSCAPE DESIGNER	\$110.00	\$165.00
LANDSCAPE ARCHITECT	\$170.00	\$255.00

## RENTAL EQUIPMENT

Rental equipment will be charged at the invoiced value (from equipment provider) multiplied by 1.5. This will include any delivery/pick-up charges, fees and taxes. Moana Nursery will not invoice for fuel consumption, operational supplies (such as grease) or insurance.

## MATERIAL.

All material(s) purchased to complete Time and Material work will be marked up 2.0 times Moana Nursery's cost.

Any required Labor, Equipment and Materials handled by a Moana Nursery Subcontractor will be addressed on a case by case basis. Copies of any material or equipment rental invoice will be made available upon request. Use Tax will be applied to materials and equipment only.

Shasta Landscaping Center - Sacramento Valley - South Valley, Mid-Valley Center	Pyramid Way Landscaping Center	Landscape Services & Design Center
101 W. Shasta Lane	3707 Pyramid Way	149 W. Monte Largo
Redding, CA 96001	Redding, CA 96011	Redding, CA 96001
(707) 223-0500	(707) 223-1149	(707) 527-5600 ext. 111
(707) 223-0500 ext. 111	(707) 223-1149	5411 1/2 Shasta Lane, #111
	WWW.DYLANDSCAPING.COM	(707) 527-5600 ext. 111

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CONTRACTOR INITIALS

## **EXHIBIT B**

### **Fee Schedule**

1. Contractor will bill for work done per Exhibit A. Contractor shall also invoice fairgrounds for any parts required to complete repairs.
2. The Contract Amount, including authorized adjustments, is the maximum amount payable by the 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.
3. 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 7 of this Exhibit B, and (iii) invoice by Contractor to the County. If Paragraph 7 of this Exhibit B has been satisfied, then the 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.
4. Contractor shall promptly pay each subcontractor and supplier, upon receipt of payment from the County, an amount determined in accordance with the terms of the applicable subcontracts and purchase orders.
5. The County shall not have any responsibility to make payments to any subcontractor or supplier.
6. Any payment to Contractor or any partial or entire use or occupancy of the Work by the County shall not constitute acceptance of Work not in accordance with the requirements of this Agreement.
7. Upon notice from Contractor that the Work is complete, the County will inspect the Work. When (i) the County determines the Work to be acceptable and this Agreement fully performed, (ii) Contractor provides to the County data or documentation establishing payment or satisfaction of all obligations under this Agreement, and (iii) the Contractor submits to the County a release and waiver of any Claims or liens arising out of this Agreement, then payment under this Agreement shall become payable by the County.
8. 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.

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**EXHIBIT C**

**WORKERS' COMPENSATION  
EXEMPT STATEMENT**

I HEREBY CERTIFY THAT I AM AN INDEPENDENT CONTRACTOR AND HAVE NO PAID OR VOLUNTEER EMPLOYEES AND THEREFORE, WORKERS' COMPENSATION INSURANCE WHICH IS REQUIRED FOR EACH CONTRACT AS STATED IN ITEM I.A.3 #c. WORKERS' COMPENSATION (CALIFORNIA FAIR SERVICES AUTHORITY INSURANCE REQUIREMENTS DATED 8/19), DOES NOT APPLY TO ME.

I AM AWARE THAT THIS STATEMENT IS FOR THE INTERNAL USE OF CFSAC AND THE PLUMAS SIERRA COUNTY FAIR AND DOES NOT ALTER THE WORKERS' COMPENSATION REQUIREMENTS IN THE LABOR CODE OF THE STATE OF CALIFORNIA DEFINING EMPLOYEES.

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Signature of Contractor

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Date signed

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**California Fair Services Authority  
INSURANCE REQUIREMENTS**

**I. Evidence of Coverage**

The contractor/renter shall provide a signed original evidence of coverage form for the term of the contract or agreement (hereinafter "contract") protecting the legal liability of the State of California, the California Fair Services Authority, District Agricultural Associations, County Fairs, Counties in which County Fairs are located, Lessor/Sublessor if fair site is leased/subleased, Citrus Fruit Fairs, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees, from occurrences related to operations under the contract. This may be provided by:

A. Insurance Certificate - The contractor/renter provides the fair with a signed original certificate of insurance (the ACORD form is acceptable), lawfully transacted, which sets forth the following:

1. List as the Additional Insured: "That the State of California, the California Fair Services Authority, the District Agricultural Association, County Fair, the County in which the County Fair is located, Lessor/ Sublessor if fair site is leased/subleased, Citrus Fruit Fair, California Exposition and State Fair, or Entities (public or non-profit) operating California designated agricultural fairs, their directors, officers, agents, servants, and employees are made additional insured, but only insofar as the operations under this contract are concerned."

2. Dates: The dates of inception and expiration of the insurance. **For individual events, the specific event dates must be listed, along with all set-up and tear down dates.**

**3. Coverages:**

a. General Liability - Commercial General Liability coverage, on an occurrence basis, at least as broad as the current Insurance Service Office (ISO) policy form #CG 00-01. Limits shall be not less than **\$5,000,000 per occurrence** for Fairtime Carnival Rides and for Freefall Attractions (elevated jumps involving airbags); **\$5,000,000 per occurrence** for the following types of Motorized Events: automobile races, drifting exhibitions, truck rodeos, tractor/truck pulls, destruction derbies, RV destruction derbies, mud bogs, mud racing, car crunches, monster truck shows, automobile thrill shows, figure 8 racing, stock car racing, tuff trucks, boat races, autocross, dirt racing, oval track, sprint cars/410 sprints, modified, super stock, mini-stock, dwarf cars, micro lights, endure, pro stock; **\$3,000,000 per occurrence** for the following types of Motorized Events: motorcycle racing, flat track motorcycle racing, arena-cross, freestyle motocross, motorcycle thrill shows and stunt teams, ATV, sand drags, go karts, snowmobile races, quarter midget races, golf cart races, Redneck Roundup (ATVs), lawnmower races; **\$3,000,000 per occurrence** for Rodeo Events all types with a paid gate and any Rough Stock events; **\$2,000,000 per occurrence** for Rodeo Events All Types without a paid gate and with any Rough Stock events and for Swap Meets/Flea Markets held two or more times per calendar year; **\$2,000,000 per occurrence** for the following Motorized events: car jumping contests/demonstrations of hydraulic modifications to automobiles; **\$2,000,000 per occurrence** for Interim Carnival Rides, Fairtime Kiddie Carnival Rides of up to 6 rides, Concerts with over 5,000 attendees, Rave Type Events All Types, Cannabis Festivals/Trade Shows, Mechanical Bulls, Extreme Attractions All Types that require a DOSH permit to operate, and Simulators; **\$1,000,000 per occurrence** for Rodeo Events All Types without any Rough Stock Events; **\$1,000,000 per occurrence** for all other contracts for which liability insurance (and liquor liability, if applicable) is required.

The Certificate of Insurance shall list the applicable policy forms, including endorsements. Any exclusions or coverage limitations, including sub-limits, that apply to the contractor/renter's activities, or business to be conducted under the contract or rental agreement/lease, must be listed in the Certificate of Insurance. If there is a self-insured retention or deductible in the contractor/renter's coverage equal to or in excess of \$100,000, the self-insured retention/deductible amount shall be included as part of the Certificate of Insurance. A copy of the contractor/renter's policy declaration page containing this information as an attachment/exhibit to the Certificate of Insurance will be acceptable, provided it contains all the aforementioned information.

b. Automobile Liability - Commercial Automobile Liability coverage, on a per accident basis, at least as broad as the current ISO policy form # CA 00-01, Symbol #1 (Any Auto) with limits of not less than \$1,000,000 combined single limits per accident for contracts involving use of contractor vehicles (autos, trucks or other licensed vehicles) on fairgrounds.

c. Workers' Compensation - Workers' Compensation coverage shall be maintained covering contractor/renter's employees, as required by law.

d. Medical Malpractice - Medical Malpractice coverage with limits of not less than \$1,000,000 per occurrence Revised August 29, 2019 S:\Safety\CFSA Insurance Requirements\Insurance Requirements 8-30-19.docx

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shall be maintained for contracts involving medical services.

e. Liquor Liability - Liquor Liability coverage with limits of not less than \$1,000,000 per occurrence shall be maintained for contracts involving the sale of alcoholic beverages.

4. Cancellation Notice: Notice of cancellation of the listed policy or policies shall be sent to the Certificate Holder in accordance with policy provisions.

5. Certificate Holder:

- For Individual Events Only - Fair, along with fair's address, is listed as the certificate holder.
- For Master Insurance Certificates Only - California Fair Services Authority, Attn: Risk Management, 1776 Tribute Road, Suite 100, Sacramento, CA 95815 is listed as the certificate holder.

6. Insurance Company: The company providing insurance coverage must be acceptable to the California Department of Insurance.

7. Insured : The contractor/renter must be specifically listed as the Insured.

OR

B. CFSFA Special Events Program - The contractor/renter obtains liability protection through the California Fair Services Authority (CFSFA) Special Events Program, when applicable.

OR

C. Master Certificates - A current master certificate of insurance for the contractor/renter has been approved by and is on file with California Fair Services Authority (CFSFA).

OR

D. Self-Insurance - The contractor/renter is self-insured and acceptable evidence of self- insurance has been approved by California Fair Services Authority ( CFSFA).

## **II. General Provisions**

1. Maintenance of Coverage - The contractor/renter agrees that the commercial general liability (and automobile liability, workers' compensation, medical malpractice and/or liquor liability, if applicable) insurance coverage herein provided for shall be in effect at all times during the term of this contract. In the event said insurance coverage expires or is cancelled at any time or times prior to or during the term of this contract, contractor/renter agrees to provide the fair, prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the contract, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of California Fair Services Authority, and contractor/renter agrees that no work or services shall be performed prior to the giving of such approval. In the event the contractor/renter fails to keep in effect at all times insurance coverage as herein provided, the fair may, in addition to any other remedies it may have, take any of the following actions: (1) declare a material breach by contractor/renter and terminate this contract; (2) withhold all payments due to contractor/renter until notice is received that such insurance coverage is in effect; and (3) obtain such insurance coverage and deduct premiums for same from any sums due or which become due to contractor/renter under the terms of this contract.

2. Primary Coverage - The contractor/renter's insurance coverage shall be primary and any separate coverage or protection available to the fair or any other additional insured shall be secondary.

3. Contractor's Responsibility - Nothing herein shall be construed as limiting in any way the extent to which contractor/renter may be held responsible for damages resulting from contractor/renter's operations, acts, omissions or negligence. Insurance coverage obtained in the minimum amounts specified above shall not relieve contractor/renter of liability in excess of such minimum coverage, nor shall it preclude the fair from taking other actions available to it under contract documents or by law, including, but not limited to, actions pursuant to contractor/renter's indemnity obligations. **The contractor/renter indemnity obligation shall survive the expiration, termination or assignment of this contract.**

4. Certified Copies of Policies - Upon request by fair, contractor/renter shall immediately furnish a complete copy of any policy required hereunder, with said copy certified by the underwriter to be a true and correct copy of the original policy. Fairtime Carnival Ride contractors must submit copies of actual liability insurance policies, certified by an underwriter, to California Fair Services Authority (CFSFA). Revised August 29, 2019 S:\Safety\CFSA Insurance Requirements\Insurance Requirements 8-30-19.docx

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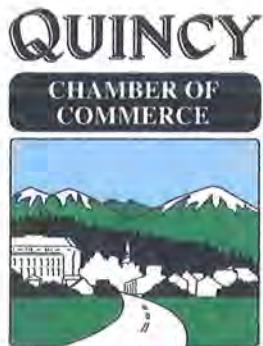
**III. Participant Waivers**

For hazardous participant events, the contractor/renter agrees to obtain a properly executed release and waiver of liability agreement (Form required by contractor/renter's insurance company or CFS Release and Waiver Form) from each participant prior to his/her participation in the events sponsored by contractor/renter. Hazardous participant events include but are not limited to any event within the following broad categories: Athletic Team Events; Equestrian-related Events; Extreme Attractions; Freefall Attractions; Mechanical Bulls; Simulators; Motorized Events; Rodeo Events; and Wheeled Events, including bicycle, skates, skateboard, or scooter. Contact California Fair Services Authority at (916) 921-2213 for further information

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*"Heart of Feather River Country"*

PO Box 215  
Quincy, CA 95971  
(530) 394-0541

[info@quincychamber.com](mailto:info@quincychamber.com) • [www.quincychamber.com](http://www.quincychamber.com)

September 22, 2022

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

RE: Sparkle & Light Parade  
Friday, December 2, 2022 5:00 p.m. – 8:00 p.m.

Honorable Plumas County Supervisors,

At the request of the California Department of Transportation and Plumas County Public Works, we are requesting your permission for the Annual Sparkle and Light Parade on Friday, December 2, 2022 from 5:00 p.m. to 8:00 p.m. If approved please provide your letter of approval to our office to submit to CalTrans with our parade application and other required documents.

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

We will not be closing any streets this year, but we are planning on placing "No Parking" cones along Main Street from the Courthouse to Plumas Bank as we've done in the past.

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

Sincerely,

Cheryl Kolb  
Director

# BOARD OF SUPERVISORS

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



October 11, 2022

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

Attention Permits Engineer

**Subject: Encroachment Permit Request**

**Quincy Chamber of Commerce**

Sparkle & Light Parade on Friday, December 2, 2022  
from 5:00 P.M. to 8:00 P.M.  
Plumas County, California

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

Sincerely,

Kevin Goss, Chair

Cc: Plumas County Director of Public Works

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

## AGENDA REQUEST

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for the October 11, 2022 meeting of the Plumas County Board of Supervisors

Date: October 3, 2022

To: Honorable Governing Board

From: John Mannle, Manager, Beckwourth CSA

Subject: Approval of Payments to Waters Vacuum Truck for Emergency Repair of BCSA Sewer Pump without a Contract

John Mandel

## BACKGROUND:

On July 13, 2022, the Beckwourth CSA operator reported that the pump station had become clogged again. After repeated attempts to reverse the pump direction in hopes of dislodging the debris it was determined that a plumber was needed to physically remove the debris. Jet Plumbing was not available until July 18<sup>th</sup>, so many days of pumping the wet well was required. Waters Vacuum Truck was called to pump the wet well to keep it from overflowing and causing a spill. Plumas Sanitation responded on July 15<sup>th</sup> and 18<sup>th</sup> and Waters responded again on July 16<sup>th</sup> and 17<sup>th</sup>. This was based primarily on availability. Jet Plumbing responded to remove the debris on July 18<sup>th</sup>. A second invoice from Waters was received on September 28, 2022. Apparently, the original invoice must have been lost in the mail. The additional charge of \$160 is due to a miscommunication with Plumas Sanitation, who pumped the wet well on July 15, 2022, while Waters was in route and cancelled before arriving.

Waters Vacuum Truck second invoice was received September 28, 2022 for \$1,455.

## RECOMMENDATION

The Beckwourth CSA Manager respectfully requests that the Governing Board authorize the Manager of the Beckwourth CSA to pay the invoice from Waters Vacuum Truck totaling \$1,455 without a contract and to ratify all approved emergency repair work performed to date.

Attachment: Waters Vacuum Truck Invoice



PO Box 18160 | Reno, NV 89511  
775-825-1595 | WatersVacuum.com

VACUUM TRUCK SERVICE



**RECIPIENT:**

**PLUMAS COUNTY BECKWORTH CSA**

1834 E. Main Street  
Quincy, CA 95971

Phone: 530-394-7230 Rob Thorman

**SERVICE ADDRESS:**

80956 CA-70  
Beckworth, CA 96122

**Invoice #24278**

Issued	07/18/2022
Due	08/17/2022
Description	Pumping of lift station
Manifest Number	16268
Service Address	80956 CA-70 Beckworth, CA
County	96122
Job Type	Plumas
Gallons	Other
Waste Type	0.0 Gal.
Disposal Site	N/A
Truck #/License	On-Site
Service Tech	9271: 68321A
Billing Clerk	Alec C.
<b>Total</b>	<b>\$1,455.00</b>

Received by email 9/28/22

PRODUCT / SERVICE	DESCRIPTION	QTY.	UNIT PRICE	TOTAL
07/15/2022				
Service Call Charge (Vacuum Truck Rate)	\$160 per hour, 1 hour minimum for any site visit with vacuum truck. *CUSTOMER CANCELLED ONCE WE REACHED HALLELUJAH JUNCTION*	1	\$160.00	\$160.00
07/16/2022				
Truck Time - 14-Wheel Vacuum Truck	3000 Gallon Truck /w Hydro Rate - Hourly	3.5	\$185.00	\$647.50*
07/17/2022				
Truck Time - 14-Wheel Vacuum Truck	3000 Gallon Truck /w Hydro Rate - Hourly	3.5	\$185.00	\$647.50*



VACUUM TRUCK SERVICE



PO Box 18160 | Reno, NV 89511  
775-825-1595 | WatersVacuum.com

\* Non-taxable

Total	\$1,455.00
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All waste dumped on site as instructed by client.

Thank you for your business.

PAST DUE



## PLUMAS COUNTY FLOOD CONTROL & CONSERVATION DISTRICT

1834 East Main Street, Quincy, CA 95971

Telephone: (530) 283-6268

### AGENDA REQUEST

For the October 11, 2022 meeting of the Board of Supervisors

October 3, 2022

To: Honorable Board of Directors

From: John Mapple, Manager, Flood Control District

Subject: Approval of Joint Request for Plaintiff funds to be disbursed, discussion and possible approval.



### BACKGROUND

The Monterey Settlement Agreement litigation appeals were exhausted when the California Supreme Court declined to hear the appeal. This portion of the settlement agreement is \$1.75 million of the \$5.5 million total goes to the named Plaintiffs in the litigation. The plaintiffs include Plumas County Flood Control and Water Conservation District (PCFC&WCD), Planning Conservation League (PCL) and Citizens Planning Association of Santa Barbara, Inc. (CPA). The initial settlement of \$3.75 million went to an agreed upon non-profit to distribute the funds. The three plaintiffs had representation on the Board of the non-profit and all of \$3.75 million funds were dispersed.

Through discussion with PCL it was determined that an agreement was made circa 2003 in which all plaintiffs agreed to distribute all of the funds, including the current \$1.75 million to the non-profit to distribute.

County Counsel reviewed the agreement approved circa 2003 by previous Board of Supervisors and determined that this agreement is binding for the current \$1.75 million settlement.

### RECOMMENDATIONS

The Flood Control Manager recommends that the Flood Control Board of Directors vote to authorize the Chair of the Board of Directors to sign the Plaintiffs Joint Request releasing the \$1.75 million settlement funds.

Attachment: Plaintiffs' joint request for disbursement

# LAW OFFICE OF ROGER B. MOORE

LAND, WATER AND ENVIRONMENTAL LAW

337 17TH STREET, SUITE 211  
OAKLAND, CALIFORNIA, 94612  
LANDWATER.COM, [RBM@LANDWATER.COM](mailto:RBM@LANDWATER.COM), 510-548-1401  
ADMITTED IN CALIFORNIA

August 29, 2022

The Honorable Daniel H. Weinstein  
JAMS San Francisco  
2 Embarcadero Center, Suite 1500  
San Francisco, CA 94111  
Via email to Scott Schreiber, JAMS  
[sschreiber@jamsadr.com]

Re: Plaintiffs' joint request for the disbursement of Section VI trust account funds pursuant to the Settlement Agreement in *Planning and Conservation League v. Department of Water Resources*

This letter follows confirmation from the Department of Water Resources (DWR) earlier this year that it completed a wire transfer to JAMS for \$1,750,000, the amount due from DWR to plaintiffs under Section VI.B.3 of the above Settlement Agreement. "Plaintiffs," defined in Section I.BB of the agreement, are the Planning and Conservation League, Citizens Planning Association of Santa Barbara County, and the Plumas County Flood Control and Water Conservation District.

The Settlement Agreement describes the procedure for disbursement of these funds in Section VI (Funding to Plaintiffs) and Exhibit 4 (Section VI Trust Account Agreement). Section VI.B.4 provides that amounts due to plaintiffs are to be paid in "immediately available funds" to the JAMS trust account. JAMS is to disburse funds to plaintiffs in accordance with the Section VI Trust Account Agreement. In the Trust Account Agreement, JAMS "agrees to maintain the monies in trust, and after receipt of a written statement executed by all plaintiffs (as defined in the settlement agreement), to disburse funds to plaintiffs in accordance with such statement." JAMS is also to provide a copy of the plaintiffs' written statement to DWR's Office of Chief Counsel.

This letter requesting disbursement, executed below by all three plaintiffs through their designated representatives, follows coordination among the plaintiffs' representatives on their joint request. It provides the plaintiffs' written statement needed for JAMS to proceed with disbursement of the full amount now due to under Section VI.B.3.

Plaintiffs jointly request that the \$1,750,000 DWR deposited in the JAMS trust account earlier this year, and any interest accrued, shall be promptly disbursed to plaintiffs by wire transfer to the account noted in the concurrently submitted account information. This confidential account information shall be used solely for this purpose and not shared with others or publicly disclosed.

Plaintiffs confirm that as provided in Section VI.D and the Trust Account Agreement, the funds paid to plaintiffs under this request for disbursement "shall be used to implement" the Settlement Agreement, "as determined by Plaintiffs in their reasonable judgment, including water restoration projects, follow-up actions arising from the settlement, and technical studies."

We would appreciate your assistance in expediting the processing of this Section VI disbursement, thereby fulfilling the expectation of the Settlement Agreement that the funds should be made "immediately available."

Respectfully,

By: \_\_\_\_\_  
ROGER B. MOORE

Attorney for Plaintiffs.

Approved:

PLANNING AND CONSERVATION LEAGUE

Date: \_\_\_\_\_  
By: \_\_\_\_\_  
Sage Sweetwood

PLUMAS COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT

Date: \_\_\_\_\_  
By: \_\_\_\_\_  
Kevin Goss, Chair Board of Supervisors

CITIZENS PLANNING ASSOCIATION OF SANTA BARBARA COUNTY, INC.

Date: \_\_\_\_\_  
By: \_\_\_\_\_  
Mary Ellen Brooks

## ACCOUNT INFORMATION FOR DISBURSEMENT OF FUNDS

Name of Account Holder

Address of Account Holder

Phone Number of Account Holder

Name and Address of Receiving Bank

Routing Number of Receiving Bank

Account Number to Receive Funds



**PLUMAS COUNTY  
BEHAVIORAL HEALTH DEPARTMENT  
MEMORANDUM**

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**TO:** Honorable Chair and Board of Supervisors  
**FROM:** Che Shannon, Management Analyst II  
**MEETING DATE:** October 11, 2022  
**SUBJECT:** BEHAVIORAL HEALTH

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**Recommendation**

Requesting 5 minutes to present MHSA contract.

**Background and Discussion**

**Action:**

**Attachments:**

None

MHSA2223MARIAVICINI

## Services Agreement

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

The parties agree as follows:

1. Scope of Work. Contractor shall provide the County with services as set forth in Exhibit A, attached hereto.
2. Compensation. County shall pay Contractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed Eighteen thousand dollars (\$18,000.00).
3. Term. The term of this agreement shall be from July 1, 2022 through June 30, 2023 unless terminated earlier as provided herein. County's Board of Supervisors hereby ratifies, and approves for payment, services provided by Contractor from July 1, 2022 to the date of approval of this Agreement by the Board of Supervisors.
4. Termination. Either party may terminate this agreement by giving thirty (30) days written notice to the other party.
5. Non-Appropriation of Funds. It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, the County shall have no liability to pay any further funds whatsoever to Contractor or furnish any other consideration under this Agreement and Contractor shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either cancel this Agreement with no further liability incurring to the County, or offer an amendment to Contractor to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution. Contractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.
6. Warranty and Legal Compliance. The services provided under this Agreement are non-exclusive and shall be completed promptly and competently. Contractor shall guarantee all parts and labor for a period of one year following the expiration of the term of this Agreement unless otherwise specified in Exhibit A. Contractor agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.

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

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

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

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

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

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

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

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

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

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

16. Interpretation. This agreement is the result of the joint efforts of both parties and their attorneys. The agreement and each of its provisions will be interpreted fairly, simply, and not strictly for or against either party.
17. Integration. This Agreement constitutes the entire understanding between the parties respecting the subject matter contained herein and supersedes any and all prior oral or written agreements regarding such subject matter.
18. Severability. The invalidity of any provision of this Agreement, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.
19. Headings. The headings and captions contained in this Agreement are for convenience only and shall be of no force or effect in construing and interpreting the provisions of this Agreement.
20. Waiver of Rights. No delay or failure of either party in exercising any right, and no partial or single exercise of any right, shall be deemed to constitute a waiver of that right or any other right.
21. Conflict of Interest. The parties to this Agreement have read and are aware of the provisions of Government Code section 1090 *et seq.* and section 87100 *et seq.* relating to conflicts of interest of public officers and employees. Contractor represents that it is unaware of any financial or economic interest of any public officer or employee of
22. financial interest does exist at the inception of this Agreement and is later discovered by the County, the County may immediately terminate this Agreement by giving written notice to Contractor.
23. Notice Addresses. All notices under this Agreement shall be effective only if made in writing and delivered by personal service or by mail and addressed as follows. Either party may, by written notice to the other, change its own mailing address.

County:

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

Contractor:

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

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

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

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

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

**CONTRACTOR:**

Maria Assunta Vicini, an Individual

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

**COUNTY:**

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

By: \_\_\_\_\_  
Name: Sharon Sousa  
Title: Interim Behavioral Health Director  
Date signed: \_\_\_\_\_

**APPROVED AS TO CONTENT:**

\_\_\_\_\_  
Name: Kevin Goss  
Title: Chair, Board of Supervisors  
Date signed: \_\_\_\_\_

**ATTEST:**

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

Approved as to form:



9/26/2022

Gretchen Stuhr  
Plumas County Counsel

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

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

## BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (“Agreement”) supplements and is made a part of the Services Agreement (“SA”) by and between the COUNTY OF PLUMAS referred to herein as Covered Entity (“CE”), and Maria Assunta Vicini, an individual, referred to herein as Business Associate (“BA”), dated July 1, 2022.

### RECITALS

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

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

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

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

### 1. Definitions

- a. **Breach** shall have the meaning given to such term under the HITECH Act [42 U.S.C. Section 17921].
- b. **Business Associate** shall have the meaning given to such term under the Privacy Rule, the Security Rule, and the HITECH Act, including but not limited to, 42 U.S.C. Section 17938 and 45 C.F.R. Section 160.103.
- c. **Covered Entity** shall have the meaning given to such term under the Privacy Rule and the Security Rule, including, but not limited to, 45 C.F.R. Section 160.103.
- d. **Data Aggregation** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501.
- e. **Designated Record Set** shall have the meaning given to such term under the Privacy Rule, including, but not limited to, 45 C.F.R. Section 164.501. Electronic Protected Health

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

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

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

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

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

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

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

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

## 2. Obligations of Business Associate

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

### **3. Termination**

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

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

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

#### **4. Disclaimer**

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

#### **5. Certification**

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

#### **6. Amendment**

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

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

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

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

## **8. No Third-Party Beneficiaries**

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

## **9. Interpretation**

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

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

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

**COVERED ENTITY**

Name: Sharon Sousa  
Title: Behavioral Health Interim Director  
Address: 270 County Hospital Road, Suite 109  
Quincy, California 95971  
Signed: \_\_\_\_\_  
Date: \_\_\_\_\_

**BUSINESS ASSOCIATE**

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

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

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

Maria Assunta Vicini, Tai Chi Instructor, brings knowledges and enthusiasm to all level of skills while providing an overall positive approach to improving mental health wellness, socialization skills, through low impact exercise. This physical and mental practice has helped people overcome anxiety, stress, depression, and mood disturbance, addresses acute chronic pain, helping to improve core muscle strength, balance, movement and harmonization.

This program open to all Plumas County residents.

Tai Chi services are paid out of the Mental Health Services Act.

**EXHIBIT B - FEE SCHEDULE**

Tai Chi Sessions at \$90.00/Session

**INVOICING AND PAYMENT:**

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

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

COUNTY INITIALS

# 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: September 28, 2022

TO: The Honorable Board of Supervisors

FROM: Marcy DeMartile,  
Plumas County Clerk-Recorder / Registrar of Voters *Marcy*

**SUBJECT:** Authorize the County Clerk-Recorder to fill recruit and fill the funded and allocated 1.0 FTE Election Services Assistant I/II position

## Background

The currently held Election Services Assistant position will become vacant on September 30, 2022 due to a resignation from our department and county employment.

### Recommendation

Authorize the County Clerk-Recorder to recruit and fill the funded and allocated 1.0 FTE Election Services Assistant I/II position.

**Attachments:**

Critical Staffing Memo  
Job Description  
Organizational Chart

**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: September 28, 2022

DEPARTMENT TITLE: County Clerk-Recorder / Elections

BUDGET CODE(s) AND BREAKDOWN FOR REQUESTED POSITION: 20100

POSITION TITLE: Election Services Assistant I/II

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: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

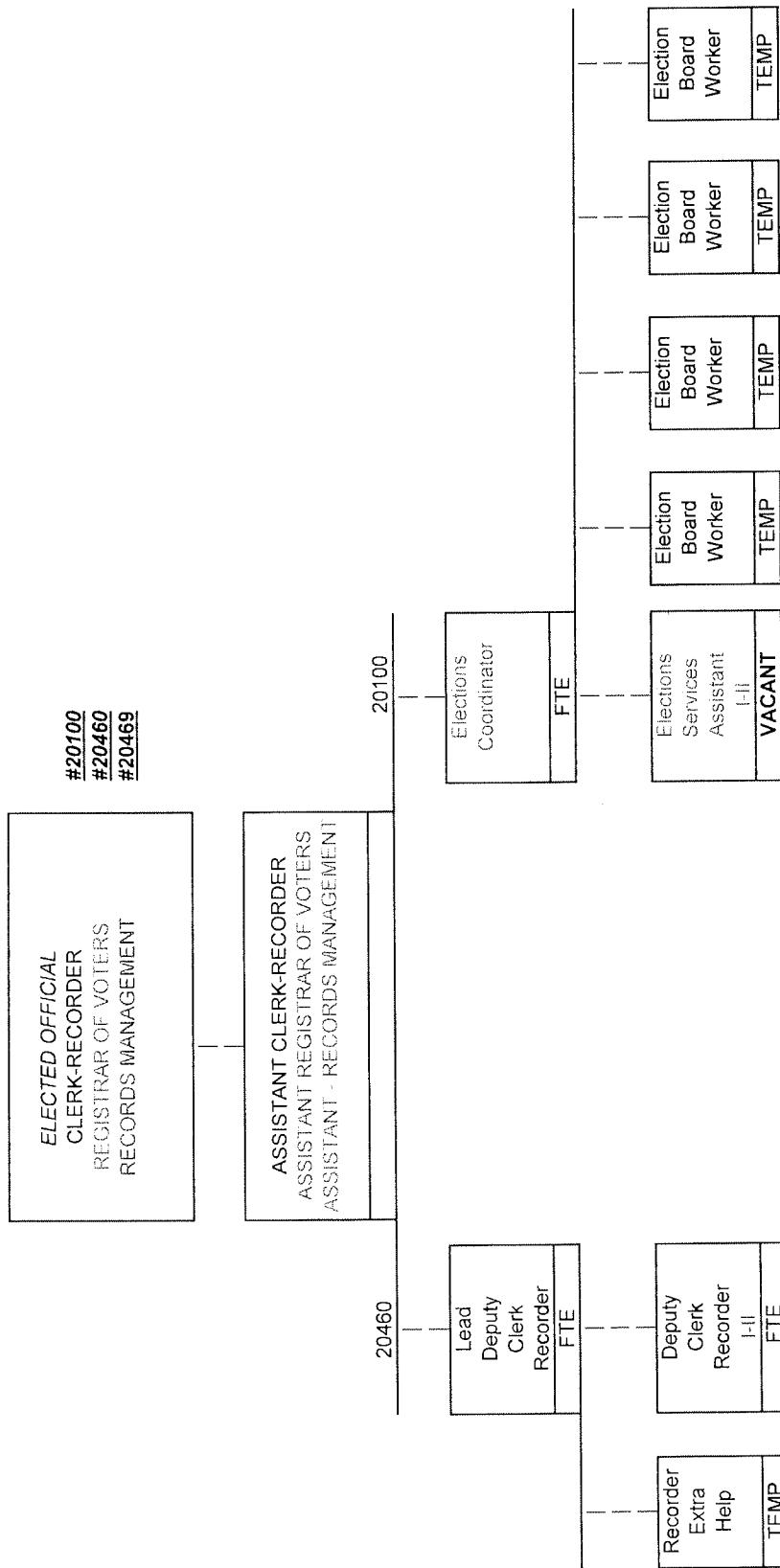
Date returned to Department: \_\_\_\_\_

Date submitted to HR Technician for recruitment: \_\_\_\_\_

QUESTIONS FOR STAFFING CRITICAL POSITIONS CURRENTLY ALLOCATED  
FOR FISCAL YEAR 2022/2023

1. Is this a legitimate business, statutory, or financial justification to fill the position?  
*The Election Services Assistant I/II is essential in the daily processing of voter registration and state reporting for all aspects of the election process. In addition, as we are coming into the General Election cycle, this position is essential in the issuance and receiving and processing of ballots.*
2. Why is it critical that this position be filled at this time?  
*We are requesting that this position be filled as soon as possible as this position is critical in the daily operations of the Clerk-Recorder/Election's office.*
3. How long has this position been vacant?  
*The position has been vacant since September 30, 2022, due to a resignation within the department.*
4. Can the department use other wages until the next budget cycle?  
*The department's wage and benefits portion of the 2022-2023 budget includes funding for this position.*
5. What are staffing levels at other counties for similar departments and/or positions?  
*Most other counties have multiple Election Services Assistants for each aspect of the duties and responsibilities, the equivalent of position, to handle the daily and required duties in maintaining the accuracy and duties of the Clerk-Recorder's office daily operations.*
6. What core function will be impacted without filling the position prior to July 1<sup>st</sup>? *This position is an essential position in the department.*
7. What negative fiscal impact will the County suffer if the position is not filled prior to July 1<sup>st</sup>?  
*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*
8. Does the Department expect other financial expenditures which will impact the general fund and are not budgeted such as audit exceptions? *No*
9. Does the budget reduction plan anticipate the elimination of any of the requested positions?  
*No*  
Departments shall provide an estimate of future general fund support for the next two years and how the immediate filling of this position may impact, positively or negatively, the need for general fund support? *No*
10. Does the department have a reserve? *N/A* If yes, provide the activity of the department's reserve account for the last three years?

ORGANIZATIONAL CHART 3/20/2020



**ELECTIONS SERVICES ASSISTANT I****DEFINITION**

Under supervision, perform a variety of functions relative to the County Clerk-Recorder-Election Division including; performing a variety of technical and general assignments which include processing voter registrations, filing election and legal documents, keeping databases accurate and up to date, assisting with the candidate nomination and filing process and providing a variety of routine administrative support tasks.

**DISTINGUISHING CHARACTERISTICS**

This is the entry and first working level in the Elections Services Assistant class. This class is distinguished from the Elections Services Assistant II by the performance of the more routine tasks and duties assigned to positions within the series. Incumbents are expected to enter the work area with office skills and background, are expected to be familiar with the functions of the County Clerk-Recorder-Election Division.

**REPORTS TO**

Reports to the Elections Coordinator.

**CLASSIFICATIONS DIRECTLY SUPERVISED**

None.

## **ELECTIONS SERVICES ASSISTANT I - 2**

### **EXAMPLES OF DUTIES**

Duties may include, but are not limited to the following:

- Performs a variety of complex and specialized support work for the conduct of Federal, State, Local and Special District elections.
- Registers voters; maintains voter registration records; processes Vote by Mail requests; participates in the issuance, acceptance and verification of nomination papers, petitions, candidate and Fair Political Practices Commission (FPPC) committee filings; compiles a variety of data for special reports, forms and periodic reviews.
- Provides updated information to social media site.
- Responsible for assisting in the operation of the Elections Division voter and election management system, including programing for elections, preparing disks and reports for candidates, committees and the Secretary of State.
- Refers questions regarding election policies and procedures to appropriate staff within scope of authority.
- Performs election activities including preparing, assembling and distributing publications, notices, voter information guides and official ballots, processes and tracks Vote by Mail ballots.
- Assists in testing election and ballot tabulation equipment, conducting official canvass and certification of election and/or recount results.
- Provides proofreading for ballots, voter information guides and other printed election material. May provide voice audio materials for Voters with Specific Needs.
- Provides assistance to the Elections Coordinator.
- Builds and maintains positive working relationships with co-workers, other county employees, and the public using principles of good customer service. Contributes to a positive work environment.
- May be occasionally assigned to perform County Clerk-Recorder duties to meet workload demands.
- May be required to work extended hours and weekends as needed during peak election periods and attend out of county training as needed.

### **TYPICAL PHYSICAL REQUIREMENTS**

Sit for extended period; frequently stand and walk; normal manual dexterity and eye-hand coordination; physical ability to lift and carry objects weighing up to 50 lbs; corrected hearing and vision to normal range; verbal communication; use of office equipment including computers, telephones, calculators, copiers, scanners, postage machine and FAX.

## **ELECTIONS SERVICES ASSISTANT I - 3**

### **TYPICAL WORKING CONDITIONS**

Work is performed in an office environment; continuous contact with staff and the public.

### **DESIRABLE QUALIFICATIONS**

#### **Knowledge of:**

- Basic understanding of voter registration and the election process.
- Current computer systems, applications such as Excel, Word and Power Point, spreadsheets and databases.
- Basic legal terminology.
- Principles of English grammar, spelling and punctuation.
- Basic math skills.
- Office methods, practices, and procedures, including accuracy in filing, letter and report writing.
- Comprehensive public contact techniques.

#### **Ability to:**

- Implement policies and procedures while assuring compliance with department and division goals and objectives.
- Research, reading and understanding relevant Federal, State, County, Municipal, School and Special District statutes, rules, ordinances, codes and regulations.
- Accept direction regarding prioritizing multiple tasks, projects and demands.
- Work within deadlines to complete projects and assignments.
- Effectively identify and recommend solutions to problems.
- Work under pressure of constant deadlines, with multiple priorities in fast-paced conditions.
- Read and follow written and verbal instructions.
- Read and understand geographical mapping terminology.
- Read and compare handwritten signatures rapidly and accurately.
- Efficiently utilize time management skills.
- Ability to understand and apply confidentiality procedures regarding voter files.

## **ELECTIONS SERVICES ASSISTANT I - 4**

### **Training and Experience:**

Qualifications needed for this position:

High school diploma or equivalent GED certificate.

Two (2) years of governmental, computer or administrative experience in a customer service based office.

Substitution: Associate's degree may be substituted for one (1) year of required work experience.

### **Special Requirements:**

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

Must pass a Department of Justice (DOJ) background check as a condition of employment.

Must possess 40 words per minute typing certificate or pass exam.

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.

**ELECTIONS SERVICES ASSISTANT II****DEFINITION**

Under general supervision, perform a variety of functions relative to the County Clerk-Recorder-Election Division including registering voters, conducting elections, processing voter registrations, filing election and legal documents; performing a variety of technical and general assignments which include evaluating and maintaining voter registration and election databases, providing a variety of routine administrative support tasks.

**DISTINGUISHING CHARACTERISTICS**

This is the journey level within the Elections Services Assistant class series. This class is distinguished from the Elections Services Assistant I by the performance of the full range of duties with general supervision. Incumbents perform a variety of assignments, requiring substantial experience and working background. At the journey level the incumbent is knowledgeable in the applicable sections of federal, state and county statutes, rules, ordinances, codes and regulations pertaining to voter registration and election activities; and the policies and procedures of the County Clerk-Recorder-Election Division.

**REPORTS TO**

Reports to the Elections Coordinator and Assistant Clerk-Recorder.

**CLASSIFICATIONS DIRECTLY SUPERVISED**

None.

## **ELECTIONS SERVICES ASSISTANT II - 2**

### **EXAMPLES OF DUTIES**

Duties may include, but are not limited to the following:

- Performs a variety of difficult, complex and specialized support work for the conduct of Federal, State, Local and Special District elections.
- Registers voters; maintains voter registration records; maintains Vote by Mail files and requests; participates in the issuance, acceptance and verification of nomination papers, petitions, candidate and Fair Political Practices Commission (FPPC) committee filings; monitors the county data processing system, compiles a variety of administrative data for special reports, forms and periodic reviews.
- Assists in the operation of the Elections Division voter and election management system, including programming for elections, preparing disks and reports for candidates, committees and the Secretary of State.
- Interprets, applies, and explains election laws, policies and procedures within scope of authority.
- Performs election activities including preparing, assembling and distributing publications, notices, official ballots, voter information guides, processes and tracks Vote by Mail ballots.
- Assists in programming, testing and certification of election and ballot tabulation equipment, conducting official canvass and certification of election and/or recount results.
- Responds to public inquiries, and refers to appropriate staff member as needed; explains the application of statutes and regulations.
- Provides proofreading for ballots, voter information guides and other printed election material.
- Provides assistance to the Elections Coordinator.
- Builds and maintains positive working relationships with co-workers, other county employees, and the public using principles of good customer service. Contributes to a positive work environment.
- May be assigned to perform County Clerk-Recorder duties to meet workload demands.
- May be required to work extended hours and weekends as needed during peak election periods.

### **TYPICAL PHYSICAL REQUIREMENTS**

Sit for extended period; frequently stand and walk; normal manual dexterity and eye-hand coordination; physical ability to lift and carry objects weighing up to 50lbs; corrected hearing and vision to normal range; verbal communication; use of office equipment including computers, telephones, calculators, copiers, scanners, postage machine and FAX.

## **ELECTIONS SERVICES ASSISTANT II - 3**

### **TYPICAL WORKING CONDITIONS**

Work is performed in an office environment; continuous contact with staff and the public.

### **DESIRABLE QUALIFICATIONS**

#### **Knowledge of:**

- Elections, voter registration, candidate filing and political reform act procedures and practices.
- Current computer systems, applications and databases.
- Applicable sections of federal, state and county statutes, rules, ordinances, codes and regulations pertaining to voter registration and election activities.
- County and department policies and procedures.
- Basic legal terminology.
- Principles of English grammar, spelling and punctuation.
- Basic math and accounting skills.
- Office methods, practices, and procedures, including filing, letter and report writing.
- Comprehensive public contact techniques.
- Functions of VoteCal, the statewide voter registration database.
- California online voter registration process

#### **Ability to:**

- Plan and implement policies and procedures while assuring compliance with department and division goals and objectives.
- Read, understand, interpret and apply relevant Federal, State, County, Municipal, School and Special District statutes, rules, ordinances, codes and regulations.
- Assess and prioritize multiple tasks, projects and demands.
- Work within deadlines to complete projects and assignments.
- Effectively identify and recommend solutions to problems.
- Work within deadlines to complete projects and assignments.
- Assess, analyze, identify and recommend solutions to problems.
- Work under pressure of constant deadlines, with multiple priorities.
- Read and follow written and verbal instructions.
- Read and understand geographical mapping terminology.
- Read and compare handwritten signatures rapidly and accurately.
- Understand and apply confidentiality procedures regarding voter files.

## **ELECTIONS SERVICES ASSISTANT II - 4**

### **Training and Experience:**

Qualifications needed for this position:

High school diploma or equivalent GED certificate.

Two (2) years of governmental, computer or administrative experience in a clerk-recorder's office is preferred.  
OR

Two (2) years of governmental, computer or administrative experience and one (1) year of experience equivalent to the Elections Services Assistant I.

Substitution: Associate's degree may be substituted for one (1) year of required work experience.

### **Special Requirements:**

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

Must pass a Department of Justice (DOJ) background check as a condition of employment.

Must possess 40 words per minute typing certificate or pass exam.

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



**PLUMAS COUNTY  
PUBLIC HEALTH AGENCY  
MEMORANDUM**

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

**FROM:**

**MEETING DATE:** October 11, 2022

**SUBJECT:** PUBLIC HEALTH

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**Recommendation**

**Background and Discussion**

**Action:**

**Attachments:**

None



# PCPHA

PLUMAS COUNTY PUBLIC HEALTH AGENCY



*Growing Healthy Communities*

## **AGENDA REQUEST**

For the October 11, 2022, meeting of the Plumas County Board of Supervisors

Oct 3, 2022

To: Honorable Board of Supervisors

From: Dana Loomis, Director of Public Health

Subject: Authorization for the Department of Public Health to fill a .75 FTE vacancy for the Site Manager for the Senior Services program at the Chester site. This position is vacant due to the retirement of the previous site manager.

### **Background:**

There is a need to a new site manager for the Chester site. This position is vacant due to the retirement of the previous site manager. The Department is requesting to fill this vacancy.

### **Fiscal Impact:**

These positions are able to be funded as allocated in the FY22/23 Public Health budget that was adopted on September 27, 2022.

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

### **Recommendation:**

The Director of Public Health respectfully recommends that the Board of Supervisors authorize the Department to fill the vacancy of .75 FTE position of Site Manager for the Senior Nutrition program at the Chester site.

## QUESTIONS FOR STAFFING CRITICAL POSITIONS WHICH ARE CURRENTLY ALLOCATED.

### **Site Manager / Public Health Agency**

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

**Site Managers oversee all aspects of the nutrition sites in accordance with all project requirements. They are responsible for managing and coordinating both nutritional and transportation needs of the area covered by that site..**

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

**Not filling this position will hinder the services that Senior Nutrition and Senior Transportation is able to provide their clientele.**

- How long has the position been vacant?

**Effective 10/03/2022**

- Can the department use other wages until the next budget cycle?

**The department's wage and benefits portion of the 21/22 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? **N/A**

- 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? **N/A**

- 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? If yes, provide the activity of the department's reserve account for the last three years?

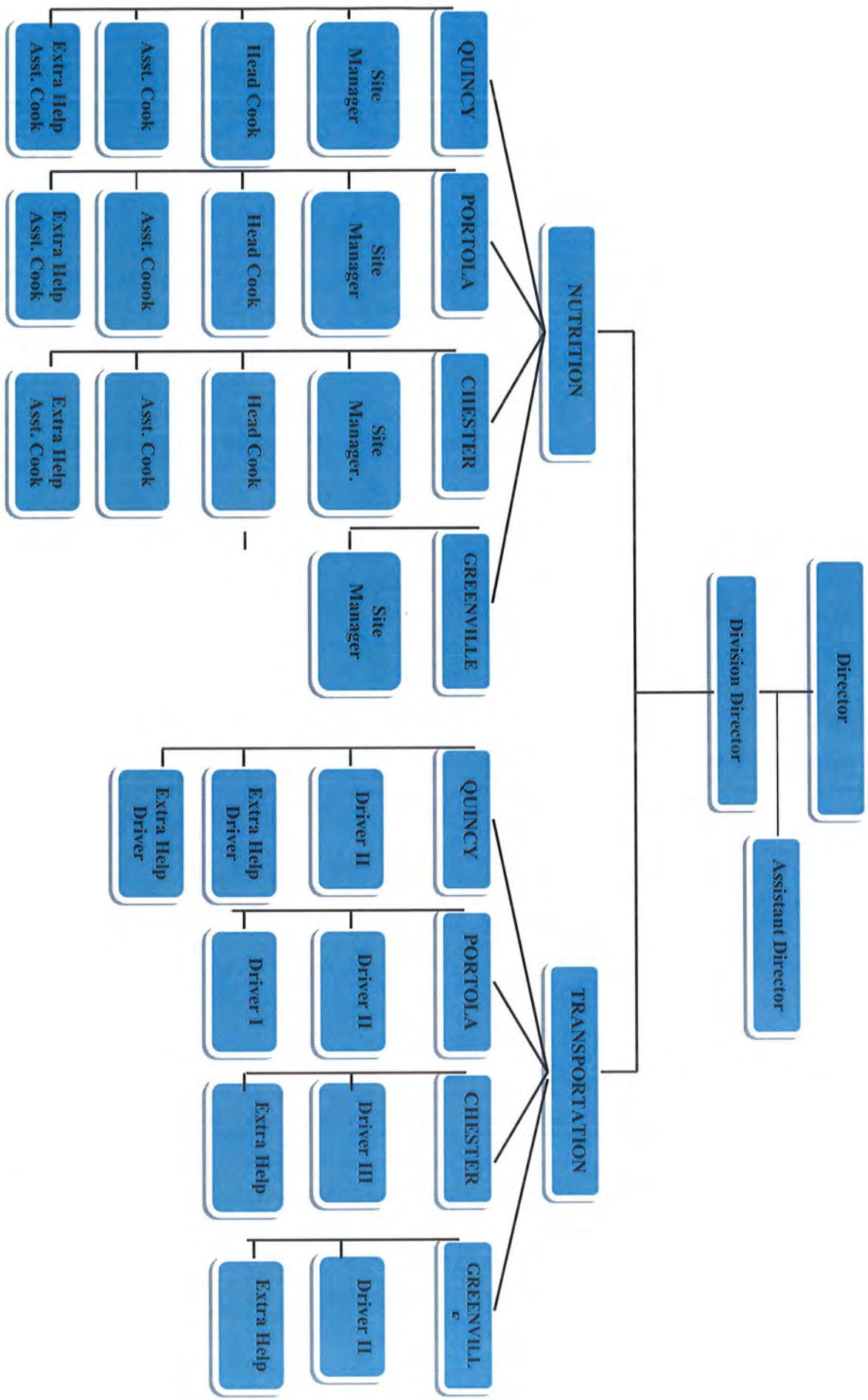
**FY18/19 = \$582,102**

**FY19/20 = \$1410,133**

**FY20/21 = \$1421,255**

PLUMAS COUNTY PUBLIC HEALTH AGENCY  
SENIOR NUTRITION & TRANSPORTATION DIVISION

4





## **AGENDA REQUEST**

For the October 11, 2022, meeting of the Plumas County Board of Supervisors

October 3, 2022

To: Honorable Board of Supervisors

From: Dana Loomis, Director of Public Health

Subject: Authorization for the Department of Public Health to fill hire one (1) Extra-Help Driver position in the Greenville division.

### **Background:**

There is a need to hire one extra-help driver for the Greenville site. The extra-help driver is needed due the resignation of the current extra-help driver.

The Department is requesting to hire this position.

### **Fiscal Impact:**

This position is able to be funded as allocated in the FY 22/23 Public Health budget that was adopted on September 27, 2022.

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

### **Recommendation:**

The Director of Public Health respectfully recommends that the Board of Supervisors authorize the Department to fill the vacancy of one (1) Extra-Help Driver position at the Greenville site.

QUESTIONS FOR STAFFING CRITICAL POSITIONS WHICH ARE CURRENTLY ALLOCATED.

**Extra-help Driver / Public Health Agency**

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

**This position is critical to provide transportation for seniors who require help in going from one location to another.**

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

**The Driver assists passengers while boarding and unloading; load wheel chair clients and is aware of passengers comfort. Proper reporting, including numbers served by location and type of service is essential to maintain AAA funding and contracts, which are based on utilization. Any reductions to Senior Services impact older members of our communities far more than they would other county departments**

- How long has the position been vacant?

**N/A – Extra Help**

- Can the department use other wages until the next budget cycle?

**The department's wage and benefits portion of the 22/23 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. 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?      All functions of the Senior Transportation Services in Greenville

- 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?    **N/A**

- 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?    If yes, provide the activity of the department's reserve account for the last three years?

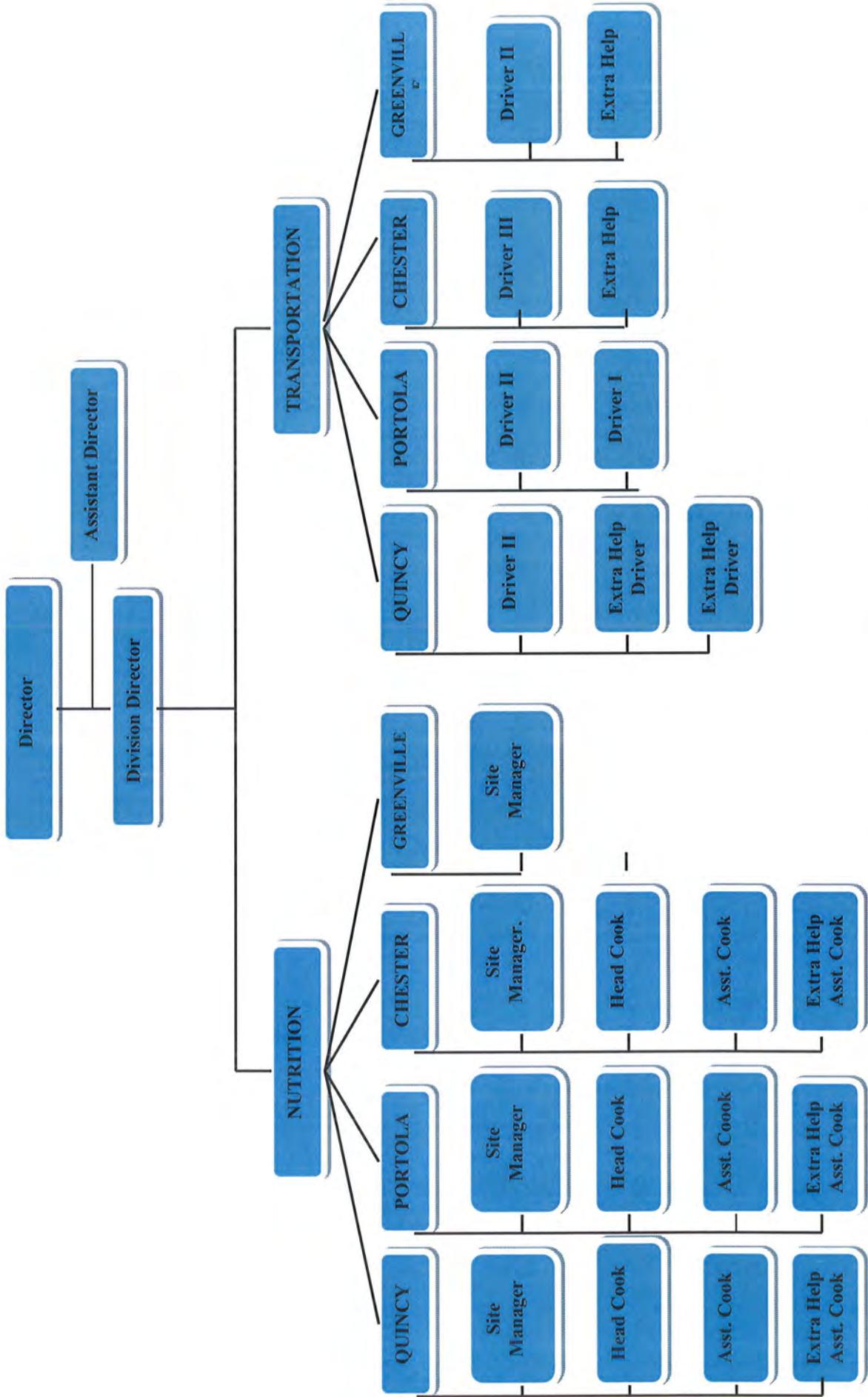
FY 18/19 = \$0

FY19/20 = \$0

FY20/21 = \$0

PLUMAS COUNTY PUBLIC HEALTH AGENCY  
SENIOR NUTRITION & TRANSPORTATION DIVISION

4



RESOLUTION NO. 21-8609

A RESOLUTION RATIFYING THE PLUMAS COUNTY HEALTH OFFICER'S  
DECLARATION OF LOCAL HEALTH EMERGENCY

BECKWOURTH COMPLEX FIRE, DIXIE FIRE AND FLY FIRE

**WHEREAS**, Health and Safety Code section 101080 authorizes a local health officer to declare a local health emergency in the jurisdiction, or any part thereof: when the local health officer reasonably determines that there is an imminent and proximate threat of the introduction into the jurisdiction, or any part, thereof of any contagious, infectious, or communicable disease, chemical agent, non-communicable biologic agent, toxin, or radioactive agent; and,

**WHEREAS**, on July 26, 2021, Plumas County's Health Officer, Mark Satterfield, MD, declared a local health emergency based on an imminent and proximate threat to public health due to hazardous waste in the form of contaminated debris from hazardous waste/materials and structural debris from the Beckwourth Complex Fire, the Dixie Fire and the Fly Fire (which has now merged with the Dixie Fire), such declaration being attached hereto and incorporated herein; and

**WHEREAS**, under Health and Safety Code section 101080, a local health officer's declaration of a local health emergency must be ratified by the Board of Supervisors within seven (7) days in order to remain in effect; and

**WHEREAS**, Health and Safety Code section 101080 generally requires the Board of Supervisors to review the need for continuing the local health emergency at least every 30 days until the local health emergency is terminated; and

**WHEREAS**, Health and Safety Code section 101080 requires local jurisdictions to terminate the emergency at the earliest possible date that conditions warrant termination; and

**NOW THEREFORE, BE IT RESOLVED**, that the Plumas County Board of Supervisors hereby, and pursuant to Health and Safety Code section 101080, ratifies the declaration of a local health emergency declared by the local health officer on July 23, 2021.

The foregoing resolution was duly passed and adopted by the Board of Supervisors for the County of Plumas, State of California at the special meeting of the Board of Supervisors on July 27, 2021 by the following vote:

AYES: Supervisor (S) Ceresola, Goss, Thrall, Hagwood, and Engel

NOES: None

ABSENT: None



Chair, Board of Supervisors

ATTEST:



Clerk of the Board of Supervisors

DECLARATION NO. 21-

**DECLARATION OF A LOCAL HEALTH EMERGENCY IN THE COUNTY OF PLUMAS  
BY PLUMAS COUNTY HEALTH OFFICER  
FOR THE BECKWOURTH COMPLEX AND DIXIE AND FLY FIRES**

**WHEREAS**, The Beckwourth Complex is comprised of the Dotta Fire and the Sugar Fire on the Beckwourth Ranger District of the Plumas National Forest. The Dotta Fire is thought to have been ignited by lightning on June 30, 2021 near Dotta Canyon, and on July 2, 2021, the Sugar Fire is thought to have been ignited by lightning west of Sugarloaf Peak; and

**WHEREAS**, the Plumas National Forest failed to control the fires and on July 4, 2021, the California Incident Management Team 4 (CAIIMT4) took over command and control of the fires and combined them to be called the Beckwourth Complex Fire; and

**WHEREAS**, Plumas County Proclaimed a Local State of Emergency on July 8, 2021 related to the significant impacts of the Beckwourth Complex Fire; and

**WHEREAS**, on July 13, 2021 the Plumas County Board of Supervisors confirmed and ratified said Proclamation of Local Emergency by Resolution No. 21-8601; and

**WHEREAS**, on July 16, 2021, Governor Newsom issued a Proclamation of a State of Emergency due to the Beckwourth Complex Fire because the wildfire had destroyed homes, caused the evacuation of residents, and damaged critical infrastructure; and

**WHEREAS**, the Dixie Fire started in the Feather River Canyon near the Cresta Powerhouse on July 13, 2021. The cause of the fire is currently unknown and under investigation; and

**WHEREAS**, the Dixie Fire is over 190,000 with 21% containment and continues to threaten life and property, creating conditions of extreme peril and triggering evacuations of thousands of people; and

**WHEREAS**, Plumas County Proclaimed a Local State of Emergency on July 16, 2021 related to the significant impacts of the Dixie Fire; and

**WHEREAS**, on July 20, 2021 the Plumas County Board of Supervisors confirmed and ratified said Proclamation of Local Emergency by Resolution No. 21-8605; and

**WHEREAS**, the Fly Fire started in the Butterfly Valley area on July 22, 2021. The cause of the Fire is currently unknown and is under investigation; and

**WHEREAS**, the Fly Fire was 4,300 acres as of July 24, 2021 with 5% containment and has threatened life and property, creating conditions of extreme peril and triggering evacuations of thousands of people. The Fly Fire merged with the Dixie Fire on the night of July 24, 2021; and

**WHEREAS**, on July 23, 2021 Plumas County Proclaimed a Local State of Emergency related to the significant impacts of the Fly Fire; and

**WHEREAS**, on July 23, 2021, Governor Newsom issued a Proclamation of a State of Emergency due to the Dixie and Fly Fires because the fires have destroyed homes, caused evacuation of residents, and damaged critical infrastructure; and

**WHEREAS**, as of July 26, 2021, the Beckwourth Complex Fire has destroyed 16 structures in Plumas County and as a result the wildfire has created an enormous amount of debris; and

**WHEREAS**, as of July 26, 2021, the Dixie Fire has destroyed 16 structures and 6 other minor structures in Plumas County and as a result the wildfire has created an enormous amount of debris; and

**WHEREAS**, the debris resulting from the Beckwourth Complex Fire, and the Dixie and Fly Fires contain hazardous material in the ash of burned structures, which has created a health emergency and poses a substantial present and future hazard to human health and safety and the environment unless it is addressed and managed; and

**WHEREAS**, there is an imminent and proximate threat of exposure to partially respirable-size particulate matter, possible infection or communicable disease exposure to biological agents due to combustion of animal carcasses, possible accumulation of perishable foods and other organic materials that normally require refrigeration but have been left to spoil due to lack of electricity, potential contamination or destruction of residential and commercial drinking water supplies, and potential pollution of nearby surface water; and

**WHEREAS**, the seasonal thunderstorms and inclement weather could spread the hazardous material in the ash of the burned structure and could thereby pollute and contaminate surface water and the domestic water supplies of the affected areas of Plumas County; and

**WHEREAS**, California Health and Safety Code section 101075 confers upon the local Health Officer emergency powers necessary to protect public health and safety; and

**WHEREAS**, California Health and Safety Code section 101080 authorizes the local Health Officer to declare the existence of a local health emergency when this County or any area of the county is affected or likely to be affected by a public health threat while the Board of Supervisors is not in session, subject to ratification by the Board of Supervisors within seven (7) days, and subject to reaffirmation every thirty (30) days thereafter until such local health emergency has ceased; and

**WHEREAS**, the Health Officer hereby finds that:

- (a) The Beckwourth Complex Fire, Dixie Fire and Fly Fire have created certain hazardous waste conditions in Plumas County in the form of contaminated debris from household hazardous waste/materials and structural debris resulting from the destruction of residences and structure; and
- (b) The hazardous waste debris poses a substantial present or potential hazard to human health and the environment unless immediately addressed and managed; and
- (c) There is an imminent and proximate threat of infections or communicable disease and/or non-communicable agents due to fire related debris; and

(d) The Board of Supervisors of the County of Plumas is not in session and cannot immediately be called into session; and

These threats to public health necessitate the declaration of a local health emergency.

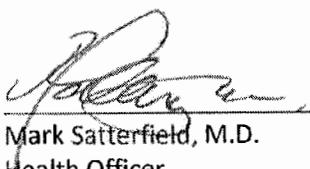
**NOW, THEREFORE, IT IS DECLARED** that a local health emergency exists in the County of Plumas, due to hazardous waste in the form of contaminated debris from the hazardous waste/material and structural debris from the ongoing Beckwourth Complex Fire, Dixie Fire and Fly Fire; and

**NOW, THEREFORE, IT IS FURTHER DECLARED AND ORDERED** that during the existence of the local health emergency the power, functions and duties of the Health Officer shall be those prescribed by State law, including the provisions of California Health and Safety Code sections 101040 and 101085; and by ordinances, resolutions and approved plans of the County of Plumas to mitigate the effects of the local emergency.

**NOW, THEREFORE, BE IT RESOLVED** the Plumas County Health Officer, Mark Satterfield, M.D. declares:

A local health emergency is declared in Plumas County commencing on or about 2:04 Pm  
a.m./p.m. of the 26<sup>th</sup> day of July, 2021.

7/26/21  
Date

  
\_\_\_\_\_  
Mark Satterfield, M.D.  
Health Officer  
County of Plumas



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

**From:** Patrick Blacklock, President & CEO

**Date:** October 3, 2022

**Re:** Designation of the 2023 RCRC Board of Directors, Delegates and Alternates - **ACTION REQUIRED**

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Annually, the Rural County Representatives of California (RCRC) requires confirmation of each member county's Delegate and Alternate to the RCRC Board of Directors. The first RCRC Board Meeting of 2023 and Installation of Officers will be held on January 18<sup>th</sup>.

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

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

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

**Attachment**

- RCRC Designation Form



**Designation of 2023 Delegate and Alternate Supervisors for the  
Rural County Representatives of California (RCRC) Board of Directors**

**County:** \_\_\_\_\_

**Delegate:**

➤ **Supervisor** \_\_\_\_\_

**Alternate:**

➤ **Supervisor** \_\_\_\_\_

**AUTHORIZATION**

**Name, Title:** \_\_\_\_\_

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

# RCRC AND AFFILIATED ENTITIES 2023 Meeting Calendar

## January 2023

Wednesday, January 11, 2023	GSNR Board Meeting	Sacramento/Zoom
<b>Wednesday, January 18, 2023</b>	<b>RCRC Board Meeting</b>	<b>Sacramento/Zoom</b>
Wednesday, January 18, 2023	GSFA Board Meeting	Sacramento/Zoom
Wednesday, January 18, 2023	GSCA Board Meeting	Sacramento/Zoom
<b>Wednesday, January 18, 2023</b>	<b>RCRC Installation Reception</b>	<b>Sacramento</b>
Thursday, January 26, 2023	CSAC Executive Committee	TBD

## February 2023

February 1-3, 2023	CSAC Executive Committee Leadership Forum	San Diego County
February 11-14, 2023	NACo Legislative Conference	Washington, DC
Wednesday, February 22, 2023	RCRC Executive Committee	Sacramento/Zoom
Wednesday, February 22, 2023	GSFA Executive Committee	Sacramento/Zoom
Wednesday, February 22, 2023	GSCA Executive Committee	Sacramento/Zoom

## March 2023

Thursday, March 2, 2023	CSAC Board Meeting	TBD
<b>Wednesday, March 8, 2023</b>	<b>RCRC Board Meeting</b>	<b>Sacramento/Zoom</b>
Wednesday, March 8, 2023	GSFA Board Meeting	Sacramento/Zoom
Wednesday, March 8, 2023	GSCA Board Meeting	Sacramento/Zoom
Thursday, March 9, 2023	ESJPA Board Meeting	Sacramento/Zoom
Wednesday, March 22, 2023	GSNR Board Meeting	Sacramento/Zoom
Thursday, March 23, 2023	CSAC Executive Committee	TBD

## April 2023

April 11-13, 2023	CSAC Legislative Conference	Sacramento
Thursday, April 13, 2023	CSAC Board Committee	Sacramento
Wednesday, April 26, 2023	RCRC Executive Committee	Sacramento/Zoom
Wednesday, April 26, 2023	GSFA Executive Committee	Sacramento/Zoom
Wednesday, April 26, 2023	GSCA Executive Committee	Sacramento/Zoom

## May 2023

<b>May 11-12, 2023</b>	<b>RCRC Board Meeting</b>	<b>Butte County</b>
May 11-12, 2023	GSFA Board Meeting	Butte County
May 11-12, 2023	GSCA Board Meeting	Butte County
May 24-26, 2023	NACo WIR Conference	TBA

## June 2023

Wednesday, June 7, 2023	GSNR Board Meeting	Sacramento/Zoom
Wednesday, June 14, 2023	RCRC Executive Committee	Sacramento/Zoom
Wednesday, June 14, 2023	GSFA Executive Committee	Sacramento/Zoom
Wednesday, June 14, 2023	GSCA Executive Committee	Sacramento/Zoom
Thursday, June 22, 2023	ESJPA Board Meeting	Sacramento/Zoom
TBD	CSAC Regional Meeting	TBD

## July 2023

<b>Wednesday, July 12, 2023</b>	<b>RCRC Board Meeting</b>	<b>Sacramento/Zoom</b>
Wednesday, July 12, 2023	GSFA Board Meeting	Sacramento/Zoom
Wednesday, July 12, 2023	GSCA Board Meeting	Sacramento/Zoom
July 21-24, 2023	NACo Annual Conference	Travis County, Texas

## August 2023

Wednesday, August 9, 2023	GSNR Board Meeting	Sacramento/Zoom
Thursday, August 10, 2023	CSAC Executive Committee	TBD
Wednesday, August 16, 2023	RCRC Executive Committee	Sacramento/Zoom
Wednesday, August 16, 2023	GSFA Executive Committee	Sacramento/Zoom
Wednesday, August 16, 2023	GSCA Executive Committee	Sacramento/Zoom
Thursday, August 17, 2023	ESJPA Board Meeting	Sacramento/Zoom
Thursday, August 31, 2023	CSAC Board Meeting	TBD

## September 2023

<b>September 20-22, 2023</b>	<b>RCRC Annual Meeting</b>	<b>Monterey County</b>
<b>Friday, September 22, 2023</b>	<b>RCRC Board Meeting</b>	<b>Monterey County</b>
Friday, September 22, 2023	GSFA Board Meeting	Monterey County
Friday, September 22, 2023	GSCA Board Meeting	Monterey County
TBD	CSAC Regional Meeting	TBD

## October 2023

Wednesday, October 4, 2023	GSNR Board Meeting	Sacramento/Zoom
October 11-13, 2023	CSAC Executive Committee Retreat	TBD
Wednesday, October 18, 2023	RCRC Executive Committee	Sacramento/Zoom
Wednesday, October 18, 2023	GSFA Executive Committee	Sacramento/Zoom
Wednesday, October 18, 2023	GSCA Executive Committee	Sacramento/Zoom
Thursday, October 19, 2023	ESJPA Board Meeting	Sacramento/Zoom

## November 2023

Wednesday, November 8, 2023	RCRC Executive Committee	Sacramento/Zoom
Wednesday, November 8, 2023	GSFA Executive Committee	Sacramento/Zoom
Wednesday, November 8, 2023	GSCA Executive Committee	Sacramento/Zoom
November 13-17, 2023	CSAC Annual Meeting	Alameda County
Thursday, November 16, 2023	CSAC Board Meeting	Alameda County

December 2023

**Wednesday, December 6, 2023**  
Wednesday, December 6, 2023  
Wednesday, December 6, 2023  
December 6-8, 2023  
Thursday, December 7, 2023  
Wednesday, December 13, 2023

**RCRC Board Meeting**  
GSFA Board Meeting  
GSCA Board Meeting  
CSAC Officers Retreat  
ESJPA Board Meeting  
GSNR Board Meeting

**Sacramento/Zoom**  
Sacramento/Zoom  
Sacramento/Zoom  
TBD  
Sacramento/Zoom  
Sacramento/Zoom



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

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

**From:** Patrick Blacklock, Executive Director

**Date:** October 3, 2022

**Re:** Designation of the 2023 GSFA Board of Directors, Delegates and  
Alternates - **ACTION REQUIRED**

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Annually, the Golden State Finance Authority (GSFA) requires confirmation of each member county's Delegate and Alternate to the GSFA Board of Directors. The first GSFA Board Meeting of 2023 will be held on January 18<sup>th</sup>.

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

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

Please note, GSFA requires that both the Delegate and Alternate designations be Supervisors. Additionally, because the GSFA Board of Directors meetings are held in conjunction with the RCRC Board of Directors meetings, GSFA Member Counties are thus encouraged to consider appointing the same Delegates and Alternates for these entities.

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

**Attachment**

- GSFA Designation Form



**Designation of 2023 Delegate and Alternate Supervisors for**  
**Golden State Finance Authority (GSFA) Board of Directors**

**County:** \_\_\_\_\_

**Delegate:**

➤ **Supervisor** \_\_\_\_\_

**Alternate:**

➤ **Supervisor** \_\_\_\_\_

**AUTHORIZATION**

**Name, Title:** \_\_\_\_\_

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

*Please note that all Delegates and Alternates will be required to comply with the GSFA's conflict of interest code and file a Form 700.*



**To:** Members of the GSCA Board of Directors  
GSCA Member County CAO's  
GSCA Member County Clerks of the Board

**From:** Patrick Blacklock, Executive Director

**Date:** October 3, 2022

**Re:** Designation of the 2023 GSCA Board of Directors, Delegates and Alternates - **ACTION REQUIRED**

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The Golden State Connect Authority (GSCA) requires confirmation of each member county's Delegate and Alternate to the GSCA Board of Directors. The first GSCA Board Meeting of 2023 will be held on January 18<sup>th</sup>.

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

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

Please note, GSCA requires that both the Delegate and Alternate designations be Supervisors. Additionally, because the GSCA Board of Directors meetings are held in conjunction with the RCRC Board of Directors meetings, GSCA Member Counties are thus encouraged to consider appointing the same Delegates and Alternates for these entities.

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

**Attachment**

- GSCA Designation Form



**Designation of 2023 Delegate and Alternate Supervisors for the**  
**Golden State Connect Authority (GSCA) Board of Directors**

**County:** \_\_\_\_\_

**Delegate:**

➤ **Supervisor** \_\_\_\_\_

**Alternate:**

➤ **Supervisor** \_\_\_\_\_

**AUTHORIZATION**

**Name, Title:** \_\_\_\_\_

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