



Board of Supervisors

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

**AGENDA FOR REGULAR MEETING
MARCH 5, 2024 TO BE HELD AT 10:00 AM
520 MAIN STREET, ROOM 308, QUINCY, CALIFORNIA**

www.countyofplumas.com

AGENDA

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

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

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

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

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



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

Live Stream of Meeting

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

ZOOM Participation

Although the County strives to offer remote participation, be advised that remote Zoom participation is provided for convenience only. In the event of a technological malfunction, the only assurance of live comments being received by the Board is to attend in person or submit written comments as outlined below. Except for a noticed, teleconference meeting, the Board of Supervisors reserves the right to conduct the meeting without remote access if we are experiencing technical difficulties.

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

Public Comment Opportunity/Written Comment

Members of the public may submit written comments on any matter within the Board's subject matter jurisdiction, regardless of whether the matter is on the agenda for Board consideration or action. Comments will be entered into the administrative record of the meeting. Members of the public are strongly encouraged to submit their comments on agenda and non-agenda items using e-mail address Public@countyofplumas.com

CALL TO ORDER

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. DISASTER RECOVERY OPERATIONS

Report and update Dixie Fire Recovery efforts; receive report and discussion

B. PLUMAS COUNTY BUSINESS AND ECONOMIC DEVELOPMENT

Report and update on Dixie Fire Business and Economic Recovery efforts.

C. DIXIE FIRE COLLABORATIVE

Report, update, and discussion on Dixie Fire Collaborative efforts

D. US FOREST SERVICE

Report and update.

E. MUNIS HR/PAYROLL MODULE UPDATE

Report and update on Pentamation, Tyler/Munis software migration and efforts.

F. COUNTY TREASURER'S REPORT

Report and update from County Treasurer regarding the assessing, collecting, safekeeping, management, or disbursement of public funds, including investment reporting and an investment policy.

G. FINANCIAL/AUDIT REPORT

Report from County Departments regarding the County's Financial and audit status.

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 Chair to sign and ratify amendment no. 1 to agreement between Plumas County Behavioral Health and California Mental Health Services Authority Participation Agreement and modifying the terms of Exhibit A, Exhibit B, Exhibit C, Appendix A, and Appendix B; (No General Fund Impact) combination of State and Federal funds; approved as to form by County Counsel.
- 2) Approve and authorize Chair to ratify and sign an agreement between Plumas County Behavioral Health and California Mental Health Services Authority Participation Agreement Amendment # 2. This agreement is to amend Exhibit B Section V. Fiscal Provisions, Item E Administrative Fee, which specifies that services rendered are now subject to a 15% administrative fee; effective January 30, 2024; (No General Fund Impact) approved as to form by County Counsel.
- 3) Requesting the Board to approve and authorize the Chair to sign 5 Service Agreements in the amount of \$10,000 each between the County and current Behavioral Health employees; #100828, #101042, #100567, #100926, #100960 for the MHSA Behavioral Health Employee Loan Assumption Program. The Department's Mental Health Services Act (MHSA) Behavioral Health Employee Loan Assumption Program, a Workforce, Education, and Training program (WET – 70579) described within the current approved MHSA Program and Expenditure Plan, 2023-2026, approved as to form by County Counsel.
- 4) Approve and authorize Chair to ratify and sign an agreement between Plumas County Behavioral Health and Plumas Unified School District continuing our partnership in addressing the needs of students and their families by providing mental health prevention and early intervention services; effective July 1, 2023; not to exceed \$251,932.00; (No General Fund Impact) This is an MHSA (Mental Health Services Act) stated funded program described within the current, approved MHSA Program and Expenditure Plan 2023-2026 approved as to form by County Counsel.
- 5) Approve and authorize the Chair to ratify and sign an agreement between Plumas County Behavioral Health and the Mental Health Services Authority, Participating in the Quality Measures and Performance Improvement Program; effective February 15, 2024; not to exceed \$12,600.00; (No General Fund Impact) combination of state and federal funds; approved as to form by County Counsel.
- 6) Approve and authorize Chair to ratify and sign an agreement between Plumas County Behavioral Health and Compassion Pathway Behavioral Health dba Anderson Creek Specialized Residential Facility. They will provide support for county clients who need intensive mental health crisis support and services. Effective 2/1/2024; not to exceed \$300,000.00; (No General Fund Impact) combination of Federal and State funding; approved as to form by County Counsel

B. CLERK OF THE BOARD

- 1) Approve the Meeting Minutes for all meetings held in February 2024, as submitted.

C. SOCIAL SERVICES

- 1) Adopt **RESOLUTION** authorizing Nevada-Sierra Public Authority to implement a wage increase for IHSS Independent Providers; (No General Fund Impact) State Funded; approved as to form by County Counsel.

D. FACILITY SERVICES

- 1) Approve and authorize Chair to sign an agreement between Plumas County Facility Services and Frank's Garage LLC for automotive inspection, repair, and maintenance; effective April 1, 2024; not to exceed \$10,000.00; (General Fund Impact) as approved in FY23/24 budget; approved as to form by County Counsel.
- 2) Approve and authorize Chair to sign an agreement between Plumas County Facility Services and Heat Transfer Systems to replace failed heat pump unit in Environmental Health laboratory; work to be completed by June 30, 2024; not to exceed \$12,765.89; (General Fund Impact) as approved in FY23/24 Capital Improvements budget; approved as to form by County Counsel.

3. DEPARTMENTAL MATTERS

A. FAIR - John Steffanic

- 1) Approve and authorize Chair to sign a Memorandum of Understanding between Plumas County Fair and PSCF Foundation; effective March 5, 2024; not to exceed \$50,000.00; (No General Fund Impact) CDFA Fairs & Expositions additional funds; approved as to form by County Counsel.

B. SHERIFF'S OFFICE - Todd Johns

- 1) Adopt **RESOLUTION** of the Plumas County Board of Supervisors creating a Disciplinary Team, ("DT"), consisting of the Sheriff, the HR Director and County Counsel, to respond and investigate complaints regarding sexual harassment, sexually hostile work environments and similar misconduct and potential terminations, specific to the Plumas County Sheriff's Office; (No General Fund Impact) approved as to form by County Counsel; discussion and possible action. **Roll call vote**
- 2) (a). Approve and authorize the Sheriff to proceed with a fixed asset purchase of a new industrial washer and dryer for the new Plumas County Correctional Facility; total not to exceed \$31,992.00 dollars; No General Fund Impact; discussion and possible action. **Four/Fifths roll call vote**

(b). Approve the transfer of those funds to a fixed asset account within the department #70331-AB443 Sheriff. No General Fund Impact; discussion and possible action. **Four/Fifths roll call vote.**

C. PLANNING - Tracey Ferguson

- 1) Review and provide direction regarding Plumas County (AP1117) Ignition-Resistant Construction (Home Hardening) and Defensible Space Project Cal OES/FEMA Hazard Mitigation Grant Program (HMGP) sub application non-federal match requirement in the amount of \$641,852.50. Potential General Fund impact. Discussion and possible action.
- 2) Review and provide direction regarding Plumas County (AP1135) AA (Advance Assistance) Wolf Creek Watershed Flooding Adaptation Project (Planning/Scoping) Cal OES/FEMA Hazard Mitigation Grant Program (HMGP) sub application non-federal match requirement in the amount of \$625,000.00. Potential General Fund impact. Discussion and possible action.

D. TREASURER-TAX COLLECTOR - Julie White

- 1) Request approval of the Board of Supervisors to pay all legal counsel fees incurred by the Treasurer-Tax Collector on and before December 31, 2023; and fees incurred on and subsequent to January 1, 2024. Appropriate the funds from the 2023-2024 budget and authorize the Auditor's office to pay the invoices in year 2023 (\$50,346.50), and invoices in year 2024 (\$37,139.45); totaling \$87,540.95 and any further invoices to Lewis, Brisbois, Bisgaard & Smith, LLP; General Fund Impact; Contingency Funds 0001/20980/528400, see attached County Financial Policy page 9 (Use of Contingencies) discussion and possible action. **Four/Fifths Roll Call Vote**

E. DISTRICT ATTORNEY'S OFFICE - David Hollister

- 1) Request for payment of legal defense

4. COUNTY ADMINISTRATIVE OFFICE - DEBRA LUCERO

- A. County Administrative Officer's Report
- B. Adopt **RESOLUTION** authorizing stipend for Assistant Risk Manager/Occupational Safety & Health Specialist position for Human Resources Department duties. **Roll Call Vote.**

5. BOARD OF SUPERVISORS

- A. Approve and authorize Chair to ratify and sign an agreement between Plumas County and Boucher Law, PC to conduct a workplace investigation; effective February 21, 2024; not to exceed \$35,000.00; (General Fund Impact) approved as to form by County Counsel.
- B. Approve the Supplemental Budget Transfer from Fund #0001 (General Fund) in the amount of \$20,000 to Fund #521600 (Memberships/Dues) under Department # 20010 (Board of Supervisors). General Fund Impact; as approved by the Auditor-Controller. **Four/Fifths Roll Call Vote.**
- C. 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 it back within 30 days, on April 9, 2024; discussion and possible action.
- D. Findings from Appeal Hearing of Administrative Citation held on February 20, 2024.

E. APPOINTMENTS

- 1) Appoint KellyAnn Bonnell to the Plumas Early Education & Child Care Council; discussion and possible action.

F. CORRESPONDENCE

- 1) Letter to California Public Utilities Commission Public Advisor's Office, regarding AT&T landlines in Plumas County; discussion and possible action.
- 2) Plumas County FireSafe Council is requesting a Letter of Support be signed by the Plumas County Board of Supervisors supporting the establishment of a Firewood and Bio Generation Facility; discussion and possible action.

G. 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. Conference with Legal Counsel: Existing litigation – Tiffany Wagner, Plaintiff, v. County of Plumas, et al., Defendants, United States District Court, Eastern District of California, Case No. 2:18-cv-03105-KMJ-DMC

- B. Conference with Legal Counsel: Existing litigation County of Plumas, et al v. AmerisourceBergen Drug Corp., et al., United State District Court, Eastern District of California, Case No. 2:18-at-669, consolidated into In Re: National Prescription Opiate Litigation, United State District Court for the Northern District of Ohio, Eastern Division, Case No. 1:17-MD-2804, pursuant to Subdivision (d)(1) of Government Code Section 54956.9
- C. Conference with Legal Counsel: Existing Litigation - Darin Russel Bottini (minor via Guardian ad Litem, Justin Bottini), Plaintiff v. Almanor Recreation and Park District, Plumas County, et al., Defendants, Superior Court of California, County of Plumas, Case No. CV23-00168
- D. Conference with Legal Counsel: Significant exposure to litigation pursuant to Subdivision (d)(2) and (e)(1) (1 case) of Government Code Section 54956.9
- E. Conference with Legal Counsel: The legislative body is meeting to decide whether a closed session is authorized under 54956.9 (d)(3),(e)(1).

REPORT OF ACTION IN CLOSED SESSION (IF APPLICABLE)

7. ADJOURNMENT

Adjourned meeting to Tuesday, March 12, 2024, Board of Supervisors Room 308, Courthouse, Quincy, California



**PLUMAS COUNTY
BEHAVIORAL HEALTH DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Che Shannon, Management Analyst II

MEETING DATE: March 5, 2024

SUBJECT: Approve and authorize Chair to sign and ratify amendment no. 1 to agreement between Plumas County Behavioral Health and California Mental Health Services Authority Participation Agreement and modifying the terms of Exhibit A, Exhibit B, Exhibit C, Appendix A, and Appendix B; (No General Fund Impact) combination of State and Federal funds; approved as to form by County Counsel.

Recommendation:

Approve and authorize Chair to sign and ratify amendment no. 1 to agreement between Plumas County Behavioral Health and California Mental Health Services Authority Participation Agreement and modifying the terms of Exhibit A, Exhibit B, Exhibit C, Appendix A, and Appendix B; (No General Fund Impact) combination of State and Federal funds; approved as to form by County Counsel.

Background and Discussion:

California Mental Health Services Authority Participation Agreement Amendment for subject-matter expert services; fiscal/payment reform, contract support, and other fiscal consultation services, Interoperability guidance on data systems management, data systems management, and consulting.

Action:

Approve and authorize Chair to sign and ratify amendment no. 1 to agreement between Plumas County Behavioral Health and California Mental Health Services Authority Participation Agreement and modifying the terms of Exhibit A, Exhibit B, Exhibit C, Appendix A, and Appendix B; (No General Fund Impact) combination of State and Federal funds; approved as to form by County Counsel.

Fiscal Impact:

No General Fund Impact. Combination of Federal and State funding

Attachments:

1. 4044_001

CALIFORNIA MENTAL HEALTH SERVICES AUTHORITY
PARTICIPATION AGREEMENT AMENDMENT
COVER SHEET

1. Plumas County ("Participant") desires to participate in the Program identified below.
Name of Program: Behavioral Health Quality Improvement Program
2. This Participation Agreement Amendment modifies the terms of Exhibit A, Exhibit B, Exhibit C, Appendix A, and Appendix B as set forth on page on the following pages.
3. All other terms of Participation Agreement No. 1292-BHQIP-2022-PC shall remain in full force and effect.

Authorized Signatures:

CalMHSA

Signed: _____ Name (Printed): Dr. Amie Miller, Psy.D., MFT
Title: Executive Director Date: _____

Participant: PLUMAS COUNTY

Signed: Sharon R. Sousa, LMFT Name (Printed): Sharon Sousa LMFT
Title: Director Date: 02/22/2024

APPROVED AS TO CONTENT:

Signed: _____
Title: Chair, Board of Supervisors

Name: Greg Hagwood
Date: _____

ATTEST:
Signed: _____

Name: Allen Hiskey

Title: Clerk, Board of Supervisors

Date: _____

Revised Exhibit A

ADDED SERVICES

CalMHSA is offering the following Optional Subject Matter Expert (SME) Services as defined below:

- **Fiscal/Payment Reform**– Individualized and/or Group County support around modeling fiscal impact of Payment Reform, contract support, and other fiscal consultation services as requested.
- **Interoperability** - Guidance on data systems management, BHQIP deliverables, and consulting and/or configuring on coordination and integration of systems operations across county agencies.
- **Data Analytics** – Not otherwise accounted for in fixed Scopes of Work related to BHQIP Deliverables.
- **Ad Hoc Services** - Other service requested by the county at an hourly rate of \$200 may be submitted via a Work Order.

PROFESSIONAL SERVICES	HOURLY RATE
Fiscal/Payment Reform Subject Matter Expert Services	\$200
Interoperability Subject Matter Expert Services	\$200
Data Analytics Subject Matter Expert Services	\$200
Ad Hoc Services	\$200

OPTIONS FOR THE PROCUREMENT OF SERVICES

Flexible Spending Account - Counties may purchase hours **up to** a maximum pre-determined amount, which can be used for any services as identified above. For counties who provided funding via the initial Participation Agreement, funds will be rolled into a single flexible spending account. Over the course of the term of the initial Participation Agreement and this Amendment, if changes to services are required or additional funding needed, those changes can be made via a work order by an authorized county staff. See Appendix A.

IMPORTANT - In order to complete this Participation Agreement you will need to input the accurate current number of hours remaining for your county. Please contact CalMHSA's Senior Business Analyst Anna Allard at anna.allard@calmhsa.org to obtain your remaining hours.

Revised Exhibit B

II. Responsibilities

A. Responsibilities of Participant:

1. **Services Post-Contract Execution (Amendment)** - Submit a Work Order form for any additional professional services hourly funding required by the Participant if identified post-contract execution.
2. Provide CalMHSA with a County Staff authorized to add services as needed and additional hourly funding amount over the term of the initial Agreement and this Amendment one via a work order. Please identify your authorized county staff in Appendix B, with the following information:

Name Jessica McGill
Title QA/QI
Phone 530-283-6307
Email Address JMcGill@ycbh-services
NOTE: Two people maximum.

3. Provide CalMHSA and any other parties deemed necessary with requested information and assistance in order to fulfill the purpose of the Program.
4. Cooperate by providing CalMHSA with requested information and assistance in order to fulfill the purpose of the Program.
5. Provide feedback on Program performance.
6. Comply with applicable laws, regulations, guidelines, contractual agreements, JPAs, and bylaws.

V. Fiscal Provisions

- A. Funding required from Participant will not exceed the amount stated in Appendix A.
- B. **Initial Program Funding** – Initial payment was issued to CalMHSA in an amount up to \$200,000 as previously specified in Exhibit C, of initial Participation Agreement.
- C. **Additional Funds** – This Amendment shall reflect current funds with CalMHSA and added funding, to be provided by the Participant (County), as specified in Exhibit C.
- D. **Payments** - Payments to CalMHSA shall consist of equal quarterly payments commencing thirty days after the execution of this Amendment.
- E. **Funding** – Funding shall be applied to service hours as defined by the Participant via a fully executed Work Order, see Appendix A; however, it is understood the Participants will assess service needs over the course of time and will have the flexibility to procure additional services and add funding via a work order. These changes can only be made by the authorized staff per Section II. Responsibilities, A. Responsibilities of the Participant, Item 2, of this Amendment. If the Participant does not request an adjustment of hours via the submission of Appendix A, the current hourly designations will remain the same as previously stated in the original agreement or most recent amendment.

- F. **Administrative Fee:** The total flexible service funds, as defined in Exhibit C, are inclusive of a 15% administrative fee.
- G. **Refunds** - Any **unused** funds from the initial Participation Agreement, will be fully reimbursed based at the end of the project period as defined in the Exhibit B of the initial Participation Agreement. For service requests via a work order, refunds will be less the administrative fee, equal to 15%.
- H. **Annual Rate Adjustments** – Cost of Living Adjustments (COLA), for to the rates as defined in Exhibit A Added Services, and the initial Participation Agreement, shall be made per annum.

MODIFIED Exhibit C

CURRENT PROJECT MANAGEMENT HOURS PURCHASED BREAKDOWN*	
TOTAL HOURS PURCHASED	100
TOTAL HOURS INCURRED	15.50
TOTAL HOURS REMAINING	84.50
CURRENT CLINICAL SERVICES HOURS PURCHASED BREAKDOWN*	
TOTAL HOURS PURCHASED	40
TOTAL HOURS INCURRED	0
TOTAL HOURS REMAINING	40

HOURLY SERVICES FLEXIBLE SPENDING ACCOUNT	
ADDITIONAL SERVICE COSTS	COSTS
TOTAL CURRENT HOURLY COSTS INCURRED*	\$2,625
TOTAL CURRENT HOURLY COSTS REMAINING*	\$22,787.50
NEW SERVICE HOUR COSTS**	0
NEW TOTAL FOR FLEXIBLE SPENDING ACCOUNT (TOTAL CURRENT HOURLY COSTS REMAINING* + NEW SERVICE HOUR COSTS)	\$22,787.50

*Inclusive of all current agreement hourly offerings (Project Management and Clinical Hours)

**As defined in Exhibit A.

THIS IS A TEMPLATE FOR FUTURE USE – DO NOT FILL OUT

APPENDIX A- REVISED WORK ORDER FORM				
Participant (County)				
Term	Start Date	End Date		
SECTION 1. NEW SERVICE HOURS TO BE UTILIZED				
NEW SERVICES	HOURLY RATE	QUANTITY OF HOURS DESIGNATED	NEW HOUR TOTAL	TOTAL COST OF HOURS
Fiscal/Payment Reform	\$200/HR			
Clinical Services	\$200/HR			
Project Management	\$175/HR			
Interoperability	\$200/HR			
Data Analysis	\$200/HR			
Ad Hoc Services	\$200/HR			
TOTAL*				

*Cannot exceed the amount listed in Exhibit C of Agreement #_____.

**Per Fiscal Provision, Section C, Counties may choose to adjust their designation of hours via a Work Order Form.

*** TOTAL cost is inclusive of a 15% administrative fee.

Appendix A Authorized Signatory:

Signed: _____ Name (Printed): Jessica McGill
Title: QA/QI Officer Date: _____

Appendix A Authorized Signatory (Alternate):

Signed: _____ Name (Printed): Lisa Beck
Title: Fiscal Officer Date: _____

APPENDIX B – Authorized Signatories

Please identify the authorized county staff with authority to make service hour requests and add funding as need by Participant.

Appendix A Authorized Signatory:

Name: Jessica McGill
Title: QA/QI Officer
Phone: 530-283-6307
Email Address: Jmcgille@cbh-services
Signature: _____
Date: _____

Appendix A Authorized Signatory (Alternate):

Name: Lisa Beck
Title: Fiscal Officer
Phone: 530-283-6307
Email Address: lbeck@cbh-services
Signature: _____
Date: _____



**PLUMAS COUNTY
BEHAVIORAL HEALTH DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Che Shannon, Management Analyst II

MEETING DATE: March 5, 2024

SUBJECT: Approve and authorize Chair to ratify and sign an agreement between Plumas County Behavioral Health and California Mental Health Services Authority Participation Agreement Amendment # 2. This agreement is to amend Exhibit B Section V. Fiscal Provisions, Item E Administrative Fee, which specifies that services rendered are now subject to a 15% administrative fee; effective January 30, 2024; (No General Fund Impact) approved as to form by County Counsel.

Recommendation:

Approve and authorize Chair to ratify and sign an agreement between Plumas County Behavioral Health and California Mental Health Services Authority Participation Agreement Amendment # 2. This agreement is to amend Exhibit B Section V. Fiscal Provisions, Item E Administrative Fee, which specifies that services rendered are now subject to a 15% administrative fee; effective January 30, 2024; (No General Fund Impact) approved as to form by County Counsel.

Background and Discussion:

This agreement is to amend Exhibit B Section V. Fiscal Provisions, Item E Administrative Fee, which specifies that services rendered are now subject to a 15% administrative fee;

Action:

Approve and authorize Chair to ratify and sign an agreement between Plumas County Behavioral Health and California Mental Health Services Authority Participation Agreement Amendment # 2. This agreement is to amend Exhibit B Section V. Fiscal Provisions, Item E Administrative Fee, which specifies that services rendered are now subject to a 15% administrative fee; effective January 30, 2024; (No General Fund Impact) approved as to form by County Counsel.

Fiscal Impact:

No General Fund impact. Behavioral Health is funded through a combination of federal and state funds.

Attachments:

1. 4045_001

CALIFORNIA MENTAL HEALTH SERVICES AUTHORITY
PARTICIPATION AGREEMENT AMENDMENT #2
Behavioral Health Quality Improvement Program ("Program")

This Agreement Amendment ("Amendment") amends Agreement No. 1292-BHQIP-2022-PC ("Agreement"), and Amendment No. 1292-BHQIP-2022-PC-A1, a contract by and between the California Mental Health Services Authority ("CalMHSA") and Plumas County ("Participant") to receive support in completing the California Advancing and Innovation Medi-Cal (CalAIM) and Behavioral Health Quality Improvement Program ("BHQIP") deliverables. This Amendment shall be effective upon execution of this Amendment by both parties.

The Agreement is hereby amended to amend EXHIBIT B, SECTION V. FISCAL PROVISIONS, ITEM E ADMINISTRATIVE FEE to specify that only funding that has been rendered and paid from the total flexible spending account ("FSA") during the project period is subject to a 15% administrative fee. Additionally, this Agreement will amend EXHIBIT B, SECTION V. FISCAL PROVISIONS, ITEM F REFUNDS, to remove the sentence *"For service requests via a work order, refunds will be less the administrative fee, equal to 15%."*

All other terms or provisions in the initial Agreement No. 1292-BHQIP-2022-PC, and Amendment No. 1292-BHQIP-2022-PC-A1, not amended by this Amendment shall remain in full force and effect.

MODIFICATIONS TO THE AGREEMENT

- A) The existing Agreement EXHIBIT B, SECTION V. FISCAL PROVISIONS, ITEM E ADMINISTRATIVE FEE is replaced with the below EXHIBIT B, SECTION V. FISCAL PROVISIONS, ITEM E ADMINISTRATIVE FEE to specify that only funding for services that has been rendered and paid from the FSA during the project period is subject to a 15% administrative fee.

Exhibit B - V. Fiscal Provisions

E. Administrative Fee: All services rendered and paid from the flexible spending account are subject to a 15% administrative fee.

- B) The existing Agreement EXHIBIT B, SECTION V. FISCAL PROVISIONS, ITEM F REFUNDS, is replaced with the below EXHIBIT B, SECTION V. FISCAL PROVISIONS, ITEM F REFUNDS, to remove the sentence *"For service requests via a work order, refunds will be less the administrative fee, equal to 15%."*

Exhibit B - V. Fiscal Provisions

F. Refunds - Any unused funds from the initial Participation Agreement will be fully reimbursed based at the end of the project period as defined in Exhibit B of the initial Participation Agreement.

IN WITNESS WHEREOF, the parties hereby confirm acceptance of the terms of this Amendment by causing their duly authorized officers or representatives to execute this Amendment as set out below.

PARTICIPANT: PLUMAS COUNTY

Signed: Sharon R. Sousa, LMFT Name (printed): Sharon Sousa LMFT
Title: Director Date: 02/22/2024
Address: 270 County Hospital Road Suite 109
Quincy, CA 95971
Phone: (530) 283-6307 Email: ssousa@pcbh.services

APPROVED AS TO CONTENT

Signed: _____ Name (printed): Greg Hagwood
Title: Chair, Board of Supervisors Date: _____

ATTEST

Signed: _____ Name (printed): Allen Hiskey
Title: Clerk of the Board Date: _____

CalMHSA

Signed: _____ Name (printed): Dr. Amie Miller, Psy.D., MFT
Title: Executive Director Date: _____
Address: 1610 Arden Way, STE 175,
Sacramento CA 95815
Phone: (279) 234-0701 Email: amie.miller@calmhsa.org



PLUMAS COUNTY BEHAVIORAL HEALTH DEPARTMENT MEMORANDUM

TO: Honorable Chair and Board of Supervisors

FROM: Che Shannon, Management Analyst II

MEETING DATE: March 5, 2024

SUBJECT: Requesting the Board to approve and authorize the Chair to sign 5 Service Agreements in the amount of \$10,000 each between the County and current Behavioral Health employees; #100828, #101042, #100567, #100926, #100960 for the MHSA Behavioral Health Employee Loan Assumption Program. The Department's Mental Health Services Act (MHSA) Behavioral Health Employee Loan Assumption Program, a Workforce, Education, and Training program (WET – 70579) described within the current approved MHSA Program and Expenditure Plan, 2023-2026, approved as to form by County Counsel.

Recommendation:

Requesting the Board to approve and authorize the Chair to sign 5 Service Agreements in the amount of \$10,000 each between the County and current Behavioral Health employees; #100828, #101042, #100567, #100926, #100960 for the MHSA Behavioral Health Employee Loan Assumption Program. The Department's Mental Health Services Act (MHSA) Behavioral Health Employee Loan Assumption Program, a Workforce, Education, and Training program (WET – 70579) described within the current approved MHSA Program and Expenditure Plan, 2023-2026, approved as to form by County Counsel.

Background and Discussion:

Plumas County has identified a need for greater local incentives in effort to “grow our own” licensed behavioral health staff for hard-to-fill clinical and other positions. To broaden availability of the current statewide Mental Health Loan Assumption Program, the Behavioral Health Department offers a local incentive program to current eligible employees of the Department who have completed a degree toward licensure in these hard-to-fill positions. These positions may include licensed professionals, e.g., Marriage and Family Therapists (LMFT), Licensed Clinical Social Workers (LCSW), and Psychologists, as well as Psychiatric Nurse Practitioners and professional Administrators – who choose to work for a local public mental health plan. The program enrolls up to five full-time department employees through its competitive application process, for up to \$10,000/per year loan assumption paid by the Department for each employee who has demonstrated the equivalent of twelve continuous months of full-time employment. The mandated MHSA lifetime maximum per employee is \$50,000 combined, whether they apply for local WET funds or through the statewide competitive Office of Statewide Health Planning and Development, OSHPD, program. Funding through the statewide program has not yet been re-authorized. A local loan assumption program allows PCBH to continue to retain staff in the face of a statewide and national shortage of mental health professionals.

Local authority to develop a County Mental Health Loan Assumption Program is described in California Code of Regulations Title 9, Division 1, Chapter 14, Article 8 – Workforce Education and Training, Subsection 3850, which states, “Workforce Education and Training funds may be used to establish a locally administered Mental Health Loan Assumption Program to pay a portion of the educational costs of individuals who make a commitment to work in the Public Mental Health System in a position that is hard-to-fill or in which it is hard to retain staff, as determined by the County. This program may be established at the county level.”

Action:

Requesting the Board to approve and authorize the Chair to sign 5 Service Agreements; Matthew Ward, Lisa

Beck, Gary Sanderson, Jessica McGill, Eliza Fletcher for the amount of \$10,000 each from the County of Plumas County Behavioral Health for the MHSA Behavioral Health Employee Loan Assumption Program. Department's Mental Health Services Act (MHSA) Behavioral Health Employee Loan Assumption Program, a Workforce, Education, and Training program (WET – 70579) described within the current approved MHSA Program and Expenditure Plan, 2023-2026 Approved to form by County Counsel

Fiscal Impact:

Department's Mental Health Services Act (MHSA) Behavioral Health Employee Loan Assumption Program, a Workforce, Education, and Training program (WET – 70579) described within the current, approved MHSA Program and Expenditure Plan, 2023-26

Attachments:

1. Loan Assumption Program Agreements

PLUMAS COUNTY MENTAL HEALTH SERVICES

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

Sharon Sousa – Director



BEHAVIORAL HEALTH EMPLOYEE SERVICE AGREEMENT FOR LOAN ASSUMPTION PROGRAM

Employee educational loan assumption payments are made directly to the financial institution on behalf of the Plumas County Behavioral Health employee, subject to the conditions stated in this agreement. Use of this authority in no way constitutes a right, promise, or entitlement for continued employment or further financial incentives.

Subject to the conditions stated in this agreement, the County of Plumas agrees to provide an employee incentive benefit to:

Employee: Lisa Beck

Title/Position: Department Fiscal Officer

Conditions of Employment:

As the employee receiving the loan assumption incentive, I agree to:

- Complete employment with Plumas County Behavioral Health equivalent to full-time status of one year for each payment up to \$10,000.00, to be awarded (equivalent of 2,080 hours/year in service) after completion of service.
- Payments under this award will be made to:

Department of Education - Mohela
(Financial Institution Name)

PO Box 790233, St Louis, MO 63179-0233
(Financial Institution Mailing Address)

06 7450 5093
(Employee's Educational Loan Account Number)

- Maintain an acceptable level of performance based on recommendation of the Plumas County Employee Merit Evaluation process.
- Not violate any of the conditions of this Service Agreement.

Conditions of Financial Incentive Benefit:

Plumas County Behavioral Health will make payments to the financial institution listed herein based on the above-named employee's proof of each year of completed full-time work equivalent,

PLUMAS COUNTY MENTAL HEALTH SERVICES

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

Sharon Sousa – Director



as provided by a Plumas County Human Resources and Auditor's Office Payroll employment cumulative time calculation, demonstrating a total service of 2,080 hours per educational loan assumption request, up to \$10,000.00.

Total amount of the award will not exceed the lifetime maximum of \$60,000 and will be payable up to a \$10,000 maximum each year that the employee meets the annual full-time equivalent hours at the time of submission of the employee's educational loan repayment statement.

Repayment of the educational loan shall cover the employee service period from 04/24/2023 to 04/23/2024. Amount of educational loan assumption to be made for this Service Agreement period is ten thousand dollars (\$ 10,000.00).

Discontinuation of the Financial Incentive Benefit:

I understand that I will no longer be eligible for the educational loan assumption, under this agreement if, during the period of the service agreement, I:

- Separate from employment with Plumas County Behavioral Health;
- Do not maintain an acceptable level of performance;
- Fail to provide requested educational-related loan repayment balance statements; or
- Violate any of the conditions of this agreement.

I further understand that if during the period of the service agreement I leave the position I was occupying when entering into this agreement, further benefits under this program do not transfer with me.

Reimbursement of the Financial Incentive Benefit:

I understand that I am responsible for repaying Plumas County the percentage of any unfulfilled service obligation agreement related to the financial incentive paid on my behalf by PCBH plus interest if during the service obligation period:

- I fail to successfully complete the educational degree program for which I am requesting educational loan assumption repayment; or
- I voluntarily leave Plumas County Behavioral Health before the end of my service agreement; or

PLUMAS COUNTY MENTAL HEALTH SERVICES

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

Sharon Sousa – Director



- I am removed from the employment by PCBH because of my performance or misconduct on my part before the end of my service agreement.

CERTIFICATION: I certify that I have discussed this service agreement with my clinical supervisor and the Behavioral Health director and I understand and agree to the conditions set forth herein.

Lisa A. Beck

Print: Employee Name

[Signature]

Employee Signature

2/21/2024

Date

COUNTY OF PLUMAS:

Sharon R. Sousa, CMFT

Sharon Sousa, Director

02/22/2024

Date

Greg Hagwood

Chair, Board of Supervisors

03/05/2024

Date

Attest to:

[Signature]

Allen Hiskey

Clerk, Board of Supervisors

PLUMAS COUNTY MENTAL HEALTH SERVICES

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

Sharon Sousa – Director



BEHAVIORAL HEALTH EMPLOYEE SERVICE AGREEMENT FOR LOAN ASSUMPTION PROGRAM

Employee educational loan assumption payments are made directly to the financial institution on behalf of the Plumas County Behavioral Health employee, subject to the conditions stated in this agreement. Use of this authority in no way constitutes a right, promise, or entitlement for continued employment or further financial incentives.

Subject to the conditions stated in this agreement, the County of Plumas agrees to provide an employee incentive benefit to:

Employee: Eliza Fletcher

Title/Position: Nursing Supervisor

Conditions of Employment:

As the employee receiving the loan assumption incentive, I agree to:

- Complete employment with Plumas County Behavioral Health equivalent to full-time status of one year for each payment up to \$10,000.00, to be awarded (equivalent of 2,080 hours/year in service) after completion of service.
- Payments under this award will be made to:

Aidvantage – Federal Student Aid Loan Servicing
(Financial Institution Name)

PO Box 4450, Portland, OR 97208-4450
(Financial Institution Mailing Address)

9506125722
(Employee's Educational Loan Account Number)

- Maintain an acceptable level of performance based on recommendation of the Plumas County Employee Merit Evaluation process.
- Not violate any of the conditions of this Service Agreement.

Conditions of Financial Incentive Benefit:

Plumas County Behavioral Health will make payments to the financial institution listed herein based on the above-named employee's proof of each year of completed full-time work equivalent,

PLUMAS COUNTY MENTAL HEALTH SERVICES

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

Sharon Sousa – Director



as provided by a Plumas County Human Resources and Auditor's Office Payroll employment cumulative time calculation, demonstrating a total service of 2,080 hours per educational loan assumption request, up to \$10,000.00.

Total amount of the award will not exceed the lifetime maximum of \$60,000 and will be payable up to a \$10,000 maximum each year that the employee meets the annual full-time equivalent hours at the time of submission of the employee's educational loan repayment statement.

Repayment of the educational loan shall cover the employee service period from 01/01/2023 to 12/31/2023. Amount of educational loan assumption to be made for this Service Agreement period is ten thousand dollars (\$ 10,000.00).

Discontinuation of the Financial Incentive Benefit:

I understand that I will no longer be eligible for the educational loan assumption, under this agreement if, during the period of the service agreement, I:

- Separate from employment with Plumas County Behavioral Health;
- Do not maintain an acceptable level of performance;
- Fail to provide requested educational-related loan repayment balance statements; or
- Violate any of the conditions of this agreement.

I further understand that if during the period of the service agreement I leave the position I was occupying when entering into this agreement, further benefits under this program do not transfer with me.

Reimbursement of the Financial Incentive Benefit:

I understand that I am responsible for repaying Plumas County the percentage of any unfulfilled service obligation agreement related to the financial incentive paid on my behalf by PCBH plus interest if during the service obligation period:

- I fail to successfully complete the educational degree program for which I am requesting educational loan assumption repayment; or
- I voluntarily leave Plumas County Behavioral Health before the end of my service agreement; or

PLUMAS COUNTY MENTAL HEALTH SERVICES

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

Sharon Sousa – Director



- I am removed from the employment by PCBH because of my performance or misconduct on my part before the end of my service agreement.

CERTIFICATION: I certify that I have discussed this service agreement with my clinical supervisor and the Behavioral Health director, and I understand and agree to the conditions set forth herein.

ELIZA AETCHER

Print: Employee Name

[Signature]
Employee Signature

21 FEB 24
Date

COUNTY OF PLUMAS:

[Signature]
Sharon Sousa, Director

02/22/2024
Date

Greg Hagwood
Chair, Board of Supervisors

03/05/2024
Date

Attest to:

[Signature]
Allen Hiskey
Clerk, Board of Supervisors

PLUMAS COUNTY MENTAL HEALTH SERVICES

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

Sharon Sousa – Director



BEHAVIORAL HEALTH EMPLOYEE SERVICE AGREEMENT FOR LOAN ASSUMPTION PROGRAM

Employee educational loan assumption payments are made directly to the financial institution on behalf of the Plumas County Behavioral Health employee, subject to the conditions stated in this agreement. Use of this authority in no way constitutes a right, promise, or entitlement for continued employment or further financial incentives.

Subject to the conditions stated in this agreement, the County of Plumas agrees to provide an employee incentive benefit to:

Employee: Jessica McGill

Title/Position: Quality Assurance and Compliance Manager

Conditions of Employment:

As the employee receiving the loan assumption incentive, I agree to:

- Complete employment with Plumas County Behavioral Health equivalent to full-time status of one year for each payment up to \$10,000.00, to be awarded (equivalent of 2,080 hours/year in service) after completion of service.
- Payments under this award will be made to:

Aidvantage – Federal Student Aid Loan Servicing
(Financial Institution Name)

PO Box 4450, Portola, OR 97208-4450
(Financial Institution Mailing Address)

9239422902
(Employee's Educational Loan Account Number)

- Maintain an acceptable level of performance based on recommendation of the Plumas County Employee Merit Evaluation process.
- Not violate any of the conditions of this Service Agreement.

Conditions of Financial Incentive Benefit:

Plumas County Behavioral Health will make payments to the financial institution listed herein based on the above-named employee's proof of each year of completed full-time work equivalent,

PLUMAS COUNTY MENTAL HEALTH SERVICES

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



Sharon Sousa – Director

as provided by a Plumas County Human Resources and Auditor's Office Payroll employment cumulative time calculation, demonstrating a total service of 2,080 hours per educational loan assumption request, up to \$10,000.00.

Total amount of the award will not exceed the lifetime maximum of \$60,000 and will be payable up to a \$10,000 maximum each year that the employee meets the annual full-time equivalent hours at the time of submission of the employee's educational loan repayment statement.

Repayment of the educational loan shall cover the employee service period from 01/01/2023 to 12/31/2023. Amount of educational loan assumption to be made for this Service Agreement period is ten thousand dollars (\$ 10,000.00).

Discontinuation of the Financial Incentive Benefit:

I understand that I will no longer be eligible for the educational loan assumption, under this agreement if, during the period of the service agreement, I:

- Separate from employment with Plumas County Behavioral Health;
- Do not maintain an acceptable level of performance;
- Fail to provide requested educational-related loan repayment balance statements; or
- Violate any of the conditions of this agreement.

I further understand that if during the period of the service agreement I leave the position I was occupying when entering into this agreement, further benefits under this program do not transfer with me.

Reimbursement of the Financial Incentive Benefit:

I understand that I am responsible for repaying Plumas County the percentage of any unfulfilled service obligation agreement related to the financial incentive paid on my behalf by PCBH plus interest if during the service obligation period:

- I fail to successfully complete the educational degree program for which I am requesting educational loan assumption repayment; or
- I voluntarily leave Plumas County Behavioral Health before the end of my service agreement; or

PLUMAS COUNTY MENTAL HEALTH SERVICES

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

Sharon Sousa – Director



- I am removed from the employment by PCBH because of my performance or misconduct on my part before the end of my service agreement.

CERTIFICATION: I certify that I have discussed this service agreement with my clinical supervisor and the Behavioral Health director and I understand and agree to the conditions set forth herein.

Jessica McGill
Print: Employee Name

Jessica McGill
Employee Signature

2/21/24
Date

COUNTY OF PLUMAS:

Sharon R. Sousa LMT
Sharon Sousa, Director

02/22/2024
Date

Greg Hagwood
Chair, Board of Supervisors

03/05/2024
Date

Attest to:

Allen Hiskey
Clerk, Board of Supervisors

PLUMAS COUNTY MENTAL HEALTH SERVICES

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Sharon Sousa – Director



BEHAVIORAL HEALTH EMPLOYEE SERVICE AGREEMENT FOR LOAN ASSUMPTION PROGRAM

Employee educational loan assumption payments are made directly to the financial institution on behalf of the Plumas County Behavioral Health employee, subject to the conditions stated in this agreement. Use of this authority in no way constitutes a right, promise, or entitlement for continued employment or further financial incentives.

Subject to the conditions stated in this agreement, the County of Plumas agrees to provide an employee incentive benefit to:

Employee: Gary Sanderson

Title/Position: Alcohol and Drug Administrator/Therapist 1

Conditions of Employment:

As the employee receiving the loan assumption incentive, I agree to:

- Complete employment with Plumas County Behavioral Health equivalent to full-time status of one year for each payment up to \$10,000.00, to be awarded (equivalent of 2,080 hours/year in service) after completion of service.
- Payments under this award will be made to:

Aidvantage – Federal Student Aid Loan Servicing
(Financial Institution Name)

PO Box 4450 Portland, OR 97208-4450
(Financial Institution Mailing Address)

9157224900-1
(Employee's Educational Loan Account Number)

- Maintain an acceptable level of performance based on recommendation of the Plumas County Employee Merit Evaluation process.
- Not violate any of the conditions of this Service Agreement.

Conditions of Financial Incentive Benefit:

Plumas County Behavioral Health will make payments to the financial institution listed herein based on the above-named employee's proof of each year of completed full-time work equivalent,

PLUMAS COUNTY MENTAL HEALTH SERVICES

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Sharon Sousa – Director



as provided by a Plumas County Human Resources and Auditor's Office Payroll employment cumulative time calculation, demonstrating a total service of 2,080 hours per educational loan assumption request, up to \$10,000.00.

Total amount of the award will not exceed the lifetime maximum of \$60,000 and will be payable up to a \$10,000 maximum each year that the employee meets the annual full-time equivalent hours at the time of submission of the employee's educational loan repayment statement.

Repayment of the educational loan shall cover the employee service period from 01/01/2023 to 12/31/2023. Amount of educational loan assumption to be made for this Service Agreement period is ten thousand dollars (\$ 10,000.00).

Discontinuation of the Financial Incentive Benefit:

I understand that I will no longer be eligible for the educational loan assumption, under this agreement if, during the period of the service agreement, I:

- Separate from employment with Plumas County Behavioral Health;
- Do not maintain an acceptable level of performance;
- Fail to provide requested educational-related loan repayment balance statements; or
- Violate any of the conditions of this agreement.

I further understand that if during the period of the service agreement I leave the position I was occupying when entering into this agreement, further benefits under this program do not transfer with me.

Reimbursement of the Financial Incentive Benefit:

I understand that I am responsible for repaying Plumas County the percentage of any unfulfilled service obligation agreement related to the financial incentive paid on my behalf by PCBH plus interest if during the service obligation period:

- I fail to successfully complete the educational degree program for which I am requesting educational loan assumption repayment; or
- I voluntarily leave Plumas County Behavioral Health before the end of my service agreement; or

PLUMAS COUNTY MENTAL HEALTH SERVICES

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

Sharon Sousa – Director



- I am removed from the employment by PCBH because of my performance or misconduct on my part before the end of my service agreement.

CERTIFICATION: I certify that I have discussed this service agreement with my clinical supervisor and the Behavioral Health director and I understand and agree to the conditions set forth herein.

Gary Todd Sanderson

Print: Employee Name

[Signature]
Employee Signature

2/21/2024

Date

COUNTY OF PLUMAS:

Sharon R. Sousa, LMFT

Sharon Sousa, Director

02/22/2024

Date

Greg Hagwood
Chair, Board of Supervisors

03/05/2024

Date

Attest to:

[Signature]
Allen Hiskey
Clerk, Board of Supervisors

PLUMAS COUNTY MENTAL HEALTH SERVICES

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

Sharon Sousa – Director



BEHAVIORAL HEALTH EMPLOYEE SERVICE AGREEMENT FOR LOAN ASSUMPTION PROGRAM

Employee educational loan assumption payments are made directly to the financial institution on behalf of the Plumas County Behavioral Health employee, subject to the conditions stated in this agreement. Use of this authority in no way constitutes a right, promise, or entitlement for continued employment or further financial incentives.

Subject to the conditions stated in this agreement, the County of Plumas agrees to provide an employee incentive benefit to:

Employee: Matt Ward

Title/Position: Behavioral Health Therapist

Conditions of Employment:

As the employee receiving the loan assumption incentive, I agree to:

- Complete employment with Plumas County Behavioral Health equivalent to full-time status of one year for each payment up to \$10,000.00, to be awarded (equivalent of 2,080 hours/year in service) after completion of service.
- Payments under this award will be made to:

 U.S. Department of Education
(Financial Institution Name)

 PO Box 2837, Portland, OR 97208-2837
(Financial Institution Mailing Address)

 E657036981
(Employee's Educational Loan Account Number)

- Maintain an acceptable level of performance based on recommendation of the Plumas County Employee Merit Evaluation process.
- Not violate any of the conditions of this Service Agreement.

Conditions of Financial Incentive Benefit:

Plumas County Behavioral Health will make payments to the financial institution listed herein based on the above-named employee's proof of each year of completed full-time work equivalent,

PLUMAS COUNTY MENTAL HEALTH SERVICES

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Sharon Sousa – Director



as provided by a Plumas County Human Resources and Auditor's Office Payroll employment cumulative time calculation, demonstrating a total service of 2,080 hours per educational loan assumption request, up to \$10,000.00.

Total amount of the award will not exceed the lifetime maximum of \$60,000 and will be payable up to a \$10,000 maximum each year that the employee meets the annual full-time equivalent hours at the time of submission of the employee's educational loan repayment statement.

Repayment of the educational loan shall cover the employee service period from 01/01/2023 to 12/31/2023. Amount of educational loan assumption to be made for this Service Agreement period is ten thousand dollars (\$ 10,000.00).

Discontinuation of the Financial Incentive Benefit:

I understand that I will no longer be eligible for the educational loan assumption, under this agreement if, during the period of the service agreement, I:

- Separate from employment with Plumas County Behavioral Health;
- Do not maintain an acceptable level of performance;
- Fail to provide requested educational-related loan repayment balance statements; or
- Violate any of the conditions of this agreement.

I further understand that if during the period of the service agreement I leave the position I was occupying when entering into this agreement, further benefits under this program do not transfer with me.

Reimbursement of the Financial Incentive Benefit:

I understand that I am responsible for repaying Plumas County the percentage of any unfulfilled service obligation agreement related to the financial incentive paid on my behalf by PCBH plus interest if during the service obligation period:

- I fail to successfully complete the educational degree program for which I am requesting educational loan assumption repayment; or
- I voluntarily leave Plumas County Behavioral Health before the end of my service agreement; or

PLUMAS COUNTY MENTAL HEALTH SERVICES

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

Sharon Sousa – Director



- I am removed from the employment by PCBH because of my performance or misconduct on my part before the end of my service agreement.

CERTIFICATION: I certify that I have discussed this service agreement with my clinical supervisor and the Behavioral Health director and I understand and agree to the conditions set forth herein.

Matt Ward

Print: Employee Name

MAW MAW

Employee Signature

2/21/24

Date

COUNTY OF PLUMAS:

Sharon P. Sousa, MPA

Sharon Sousa, Director

02/22/2024

Date

Greg Hagwood
Chair, Board of Supervisors

03/05/2024

Date

Attest to:

Allen Hiskey
Clerk, Board of Supervisors



PLUMAS COUNTY BEHAVIORAL HEALTH DEPARTMENT MEMORANDUM

TO: Honorable Chair and Board of Supervisors

FROM: Che Shannon, Management Analyst II

MEETING DATE: March 5, 2024

SUBJECT: Approve and authorize Chair to ratify and sign an agreement between Plumas County Behavioral Health and Plumas Unified School District continuing our partnership in addressing the needs of students and their families by providing mental health prevention and early intervention services; effective July 1, 2023; not to exceed \$251,932.00; (No General Fund Impact) This is an MHSA (Mental Health Services Act) stated funded program described within the current, approved MHSA Program and Expenditure Plan 2023-2026 approved as to form by County Counsel.

Recommendation:

Approve and authorize Chair to ratify and sign an agreement between Plumas County Behavioral Health and Plumas Unified School District continuing our partnership in addressing the needs of students and their families by providing mental health prevention and early intervention services; effective July 1, 2023; not to exceed \$251,932.00; (No General Fund Impact) This is an MHSA (Mental Health Services Act) stated funded program described within the current, approved MHSA Program and Expenditure Plan 2023-2026 approved as to form by County Counsel.

Background and Discussion:

The agreement with Plumas Unified School District consists of a working partnership implementing programs to address the emotional and behavioral needs of students and their families across the district.

Action:

Approve and authorize Chair to ratify and sign an agreement between Plumas County Behavioral Health and Plumas Unified School District continuing our partnership in addressing the needs of students and their families by providing mental health prevention and early intervention services; effective July 1, 2023; not to exceed \$251,932.00; (No General Fund Impact) This is an MHSA (Mental Health Services Act) stated funded program described within the current, approved MHSA Program and Expenditure Plan 2023-2026 approved as to form by County Counsel.

Fiscal Impact:

No General Fund Impact. This is an MHSA (Mental Health Services Act) state-funded program described within the current, approved MHSA Program and Expenditure Plan 2023-2026

Attachments:

1. 4049_001

Services Agreement

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

The parties agree as follows:

1. **Scope of Work.** Contractor shall provide the County with services as set forth in Exhibit A, attached hereto.
2. **Compensation.** County shall pay Contractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed two hundred fifty-one thousand, nine hundred thirty-two dollars (\$251,932.00).
3. **Term.** The term of this Agreement commences July 1, 2023, and shall remain in effect through June 30, 2024, unless terminated earlier pursuant to this Agreement. County's Board of Supervisors hereby ratifies and approves for payment, services provided by Contractor from July 1, 2023, to the date of approval of this Agreement by the Board of Supervisors.
4. **Termination.** Either party may terminate this agreement by giving ninety (90) days written notice to the other party.
 - a. If, in the Director's sole judgment, Contractor's performance of the obligations, duties and responsibilities required of Contractor by this Agreement jeopardize the health, safety, or welfare of any person, then County may terminate this Agreement immediately upon written notice served upon the Contractor.
 - b. If this Agreement is terminated, the Contractor shall promptly supply all information necessary for the reimbursement of any claims submitted to the State.
5. **Non-Appropriation of Funds.** It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, the County shall have no liability to pay any further funds whatsoever to Contractor or furnish any other consideration under this Agreement and Contractor shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either cancel this Agreement with no further liability incurring to the County, or offer an amendment to Contractor to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution.

____ COUNTY INITIALS

- 1 -

CONTRACTOR INITIALS



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

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

____ COUNTY INITIALS

- 2 -

CONTRACTOR INITIALS



- c. 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).
- d. 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.
- e. 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.

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

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

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

____ COUNTY INITIALS

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CONTRACTOR INITIALS 

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

Contractor:

William Rodrick, Superintendent
Plumas Unified School District
50 Church Street
Quincy, CA 95971

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

____ COUNTY INITIALS

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CONTRACTOR INITIALS 

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 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

____ COUNTY INITIALS

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CONTRACTOR INITIALS 

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.

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

CONTRACTOR:


Plumas Unified School District, a political subdivision of the State of California

By: 
Name: William Roderick
Title: Superintendent
Date signed:

By: 
Name: Dave Keller
Title: Governing Board President
Date signed:

COUNTY:

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

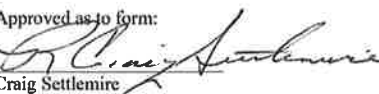
By:  CMFT
Name: Sharon Sousa
Title: Behavioral Health Director
Date signed: 02/20/2024

APPROVED AS TO CONTENT:

Name: Greg Hagwood
Title: Chair, Board of Supervisors
Date signed:

Attest:

By: _____
Name: Allen Hiskey
Title: Clerk, Board of Supervisors
Date:

Approved as to form:

Craig Settemire
Counsel

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement ("Agreement") supplements and is made a part of the Services Agreement ("SA") by and between the COUNTY OF PLUMAS referred to herein as Covered Entity ("CE"), and PLUMAS UNIFIED SCHOOL DISTRICT referred to herein as Business Associate ("BA"), dated July 1, 2023.

RECITALS

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

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

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

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

1. Definitions

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

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

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

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

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

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

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

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

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

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

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

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

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

2. Obligations of Business Associate

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3. Termination

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

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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 event (i) BA does not promptly enter into negotiations to amend the Agreement when requested

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

7. Assistance in Litigation of Administrative Proceedings

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

8. No Third-Party Beneficiaries

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

9. Interpretation

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



MHSA2324PUSD

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 Director

Address: 270 County Hospital Road, Suite 109

Quincy, California 95971

Signed: Sharon R. Sousa, CMHA

Date: 02/20/2024

BUSINESS ASSOCIATE

Name: William Roderick

Title: Superintendent

Address: 50 Church Street

Quincy, California, 95971

Signed: William Roderick

Date: 02/21/2024

COUNTY INITIALS

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EXHIBIT A - SCOPE OF WORK

Plumas Unified School District – School-Based Mental Health Services and Multi-Tiered Systems of Support

Plumas Unified School District (PUSD) and Plumas County Behavioral Health (PCBH) have worked in partnership to create a program born out of innovation to address the needs of students and their families by providing school-based mental health prevention and early intervention services.

In an effort to expand this program's reach and scope to meet increasing need for school-based mental health services, PCBH and PUSD are creating an integrated model of the previously successful school-based program by including school-based Medi-Cal billable mental health services.

The prevention and early intervention components of the program utilize Positive Behavior Interventions and Supports (PBIS), a research supported framework developed out of the University of Oregon and now implemented nationwide. PBIS allows for data driven application of evidence-based social/emotional and behavioral interventions to students on a tiered level. This has been further expanded to include academics and attendance under the umbrella framework of Multi-Tiered Systems of Support (MTSS) across PUSD. PBIS is the framework under MTSS used to organize and deliver social/emotional and behavioral supports.

Tier I of PBIS serves all students across the district by applying a universal approach to teaching behavior expectations at schools through a systematic process verified by fidelity measures to ensure the framework is being applied appropriately. Universal behavior expectations are taught to students by staff, positive behaviors within the expectations are reinforced by all staff and retaught repeatedly throughout the year. The mantra is: teach, reteach, reinforce, reteach again, reinforce. Research shows that 75 percent of the student body should respond favorably to this approach. For the students who do not respond, they move up to the next tier of supports.

In Tier II of PBIS, students are identified by intervention teams with data-driven decision making, not anecdotal reporting, as being non-responsive to Tier I interventions. These students are then assigned to different evidence-based Tier II interventions, either administered directly by or in conjunction with Student Service Coordinator support.

Research out of the University of Oregon has shown that 60% of students who participate in Tier II level supports when non-responsive to Tier I will reintegrate into Tier I level functioning and not require referrals to the most intensive Tier III supports. This is precisely where both prevention and early intervention occur as students who begin to manifest signs of mental illness typically rise to this level of need for support. If we apply the evidence-based interventions with these students, research tells us that 60% will not go on to need Tier III level of supports, which often includes treatment for severe mental illness.



In Tier III of PBIS, the 5-7% of students who are non-responsive to Tier II level interventions are then identified through the same data-driven intervention team process and referred to Tier III level supports, which include a referral to Plumas County Behavioral Health for a mental health assessment to determine the individual's level of need, whether mild to moderate or moderate to severe, through the Utilization Management (UM) Committee review process.

Individuals who are assessed and require a mild to moderate level of mental health services will be referred to Plumas Unified School District for school-based mental health services. For those individuals who are assessed by PCBH and meet a higher level of need, they will be reviewed through the UM process to receive moderate to severe community- and school-based specialty mental health services by PCBH staff.

Other Tier III supports provided by PUSD include IEP (Individualized Education Plan) evaluation and supports, as well as Truancy Prevention Team interventions for academic and attendance issues.

Prevention: Both Tier I and Tier II services provided at each school site through PBIS are focused on social/emotional and behavioral supports. When schools address social/emotional and behavioral issues within the framework of PBIS, data reports that this helps reduce risk factors for developing a potentially serious mental illness and builds protective factors such as emotional literacy, emotional regulation skills, improved conflict resolution and relationship skills. Tiers I and II support the goal of improving mental health, including the reduction of negative outcomes such as suicidality, school failure and drop out, and prolonged suffering. Tiers I, II and III are focused on capturing data points to determine levels of support including specific risk factors such as biological family history, neurological history, behavioral/social/economic/environmental risks, chronic medical conditions, adverse childhood experiences (ACEs), trauma, ongoing stress, exposure to drugs, poverty, family conflict, domestic violence, racism and social inequities, prolonged isolation, previous mental illness, previous suicide attempts, and family history of mental illness or suicide attempts.

Early Intervention: Tier I and II supports also promote recovery and related improved functional outcomes for a mental illness early in its emergence. The data points gathered in the intervention team process through behavioral referrals and parent and teacher requests for assistance allow PUSD to identify the risk factors above through prevention and promote recovery through the Tier II, and when needed, Tier III supports applied to the students and families in need.

Functional outcomes addressed include intervention with suicide risk, interventions applied to address risk of school failure and drop out, and intervention to identify and decrease prolonged suffering. PUSD Early Intervention supports also include supports for family members of students, provided by or supported through Student Service Coordinators.

Deliverables:

- PUSD will provide referral to PCPH for all Tier III individuals for assessment and level of care determination.

- PUSD will provide up to 3.0 FTE for school based mental health services.
- PUSD will provide evidence-based Tier II interventions to students who are in need as determined by intervention teams (data collections and requests for assistance).
- PUSD will provide awareness activities on campuses physically and virtually through social media for suicide prevention as well as mental health awareness.
- PUSD will provide mild to moderate school-based mental health services for those individuals who are determined by PCBH to qualify for a lower level of care. Examples of ways student might be receiving Tier II services may include: individual therapy or one on one meeting with student service coordinators, group sessions, small group interventions on the playground or in the classroom, daily/weekly/monthly check in check out etc.

Measurable outcomes:

- PUSD will improve timely access to mental health services for the underserved population of school children and youth. Site-based intervention teams meet monthly to review student data and requests for assistance. It is through this process that students are identified for necessary Tier II and Tier III services. PUSD will be able to report out the number of students referred to mental health services across the district quarterly (see below for collection method).
- PUSD will provide access and linkage to treatment through the intervention teams student data screening process as well as through requests generated from awareness month activities – suicide prevention and mental health awareness. Intervention teams shall meet monthly. Referrals are generated through the Request for Assistance process at each site and intervention team recommendations through data analysis on students.
- PUSD will provide supports using non-stigmatizing and non-discriminatory strategies by providing a tiered approach to supports which starts with application to the entire student body as well as awareness activities both on physical campus and virtually through social media outlets. Making it available to all students decreases stigma and discrimination.
- PCBH will be able to measure the access to services by comparing the number of intakes completed from school referrals with the reported number of referrals from PUSD at the quarterly reporting periods.
- PUSD will provide mild to moderate school-based mental health services for those individuals who are determined by PCBH to qualify for a lower level of care. Examples of ways student might be receiving Tier II services may include: individual therapy or one on one meeting with student service coordinators, group sessions, small group interventions on the playground or in the classroom, daily/weekly/monthly check in check out etc.

Data collection methods:

- PUSD will utilize student database to extract demographic reporting of students served.

- PUSD will utilize intervention team data-based decision making to ensure identification of students in need of Tier II supports in each community.
- PUSD will report out the number of students within the district receiving Tier II mental health evidence-based supports. These numbers will be collected through intervention team meeting minutes by school site.
- PUSD will report out the number of students within the district receiving Tier III referrals to mental health services, reporting PCBH referrals and non-profit or private referrals separately. These numbers will be collected through intervention team meeting minutes by school site.

Projected number of students served through Tier I and Tier II supports:

Children and their families (0-15)	>1000
Transition Age Youth (TAY) (16-25)	>275
Adult (26-59)	0
Older Adult (60+)	0

Contractor will provide services in accordance with the following provisions.

I. Service Locations

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

Plumas Unified School District

50 Church Street
Quincy CA 95971

Chester Elementary School

158 Aspen Street, Chester, CA 96020

Chester Junior/Senior High School

612 First Street, Chester, CA 96020

Greenville Elementary School

Greenville, CA 95947

Greenville Junior/Senior High School

Greenville, CA 95947

Quincy Elementary School

175 N. Mill Creek Road, Quincy, CA 95971
246 Alder Street, Quincy, CA 95971

Quincy Junior/Senior High School

6 Quincy Junction Road, Quincy, CA 95971

C. Roy Carmichael Elementary School

895 West Street, Portola, CA 96122

Portola Junior/Senior High School

155 Sixth Avenue, Portola, CA 96122

II. Purpose

Provide Early and Periodic Screening, Diagnostic and Treatment (EPSDT) Specialty Mental Health Services (SMHS) for full scope Medi-Cal eligible Plumas County children, ages 5-21, through the Mental Health Services Act (MHSA) Prevention and Early Intervention (PEI)

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CONTRACTOR INITIALS



Program for elementary, junior high, and high school students enrolled at Plumas Unified School District, who don't respond to Tier I and Tier II PBIS interventions and supports. A listing and description of these services are detailed in Section VI of this Scope of Work.

Goal

The goal of the EPSDT SMHS is to provide school-based screenings and referrals for assessment by PCBH Utilization Review process and to provide school-based mental health services for individuals who meet criteria for mild to moderate mental health services.

III. Target Population

County-referred Plumas County Medi-Cal beneficiaries.

These are children and youth who will be assessed by PCBH staff in each community and identified by Plumas County Behavioral Health Utilization Review team as either needing mild to moderate mental health services or moderate to severe specialty mental health services. It is expected that PUSD will provide mild to moderate school-based mental health services. For services to be eligible for payment, all eligible clients must be approved by the County specifically, as follows:

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

IV. MONITORING

Track and report annually or as noted on the following:

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

V. MEDI-CAL CERTIFICATION AND GOALS:

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

VI. SERVICES

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

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

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

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

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

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



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

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

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

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

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

EXHIBIT B - FEE SCHEDULE

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

The contractor will be provided with an MHSA quarterly report form based on state reporting requirements. Quarterly reports are to be completed at the end of each quarter documenting the program's demographics, outcomes, changes, and barriers. The contractor shall provide County a quarterly invoice accompanied with the quarterly report to the Department's MHSA Program Coordinator Kristy Pierson kpierson@pcbh.services and accounts payable Lisa Beck lbeck@pcbh.services no later than the 15th day of the month following each quarter: October, January, April, and July. The Contractors quarterly reports will show that deliverables and services described in the scope of work have been satisfactorily completed as outlined in Exhibit A.

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

INVOICING AND PAYMENT:

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

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

- D. Fee Structure:

Program Category	Description of Cost	Maximum Amount
Personnel		
Up to 3.0 FTE Behavioral Health Services Staff	100% salary and benefit cost	\$251,932
Other Program Costs – In Kind)		
Supplies	Supplies, materials and incentives for awareness	\$12,000

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	months and PBIS awards	
Travel	Some travel may be necessary between communities	\$2,000
Other	Certificated and classified engagement and support of PBIS implementation Tiers I & II	\$48,900
Indirect	Administrative oversight of PBIS infrastructure and SSC's, tech support and equipment, fiscal staff support, facilities and maintenance support	\$34,105
Total MHSA for Year 1		\$251,932
PUSD In-Kind Expenditures		\$97,005
Total Program Cost		\$348,937

This fee structure is based on Contractor's operating costs for providing Medi-Cal reimbursable direct mental health services and administration of the program.

Medi-Cal billable services will be based on Plumas County Behavioral Health's Medi-Cal Fee Schedule, effective July 1, 2023.



**PLUMAS COUNTY
BEHAVIORAL HEALTH DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Che Shannon, Management Analyst II

MEETING DATE: March 5, 2024

SUBJECT: Approve and authorize the Chair to ratify and sign an agreement between Plumas County Behavioral Health and the Mental Health Services Authority, Participating in the Quality Measures and Performance Improvement Program; effective February 15, 2024; not to exceed \$12,600.00; (No General Fund Impact) combination of state and federal funds; approved as to form by County Counsel.

Recommendation:

Approve and authorize the Chair to ratify and sign an agreement between Plumas County Behavioral Health and the Mental Health Services Authority, Participating in the Quality Measures and Performance Improvement Program; effective February 15, 2024; not to exceed \$12,600.00; (No General Fund Impact) combination of state and federal funds; approved as to form by County Counsel.

Background and Discussion:

The Quality Measures and Performance Improvement Program will provide additional analysis and support to Behavioral Health staff in meeting Healthcare Effectiveness Data and Information. A program for reporting requirements for Measurement Year 2023

Action:

Approve and authorize the Chair to ratify and sign an agreement between Plumas County Behavioral Health and the Mental Health Services Authority, Participating in the Quality Measures and Performance Improvement Program; effective February 15, 2024; not to exceed \$12,600.00; (No General Fund Impact) combination of state and federal funds; approved as to form by County Counsel.

Fiscal Impact:

No general fund impact. Costs associated with this program are covered by a combination of state and federal funds.

Attachments:

1. 4048_001

CALIFORNIA MENTAL HEALTH SERVICES AUTHORITY
PARTICIPATION AGREEMENT
QUALITY MEASURES AND PERFORMANCE IMPROVEMENT PROGRAM

COVER SHEET

Plumas County ("Participant") desires to participate in the Quality Measures and Performance Improvement Program ("Program") offered by the California Mental Health Services Authority ("CalMHSA") on the terms provided in this Participation Agreement ("Agreement"). Participant acknowledges that the Program also will be governed by CalMHSA's Joint Powers Agreement and its Bylaws. The Agreement is effective upon execution through December 31, 2024 ("Term"). The following exhibits are attached and form part of this Agreement:

Exhibit A	Detailed Program Description, Requirements, Restrictions
Exhibit B	General Terms and Conditions
Attachment A	Executed JPA-BAA

1. **Summary of Program:** CalMHSA is offering the following Program to Counties:

The Quality Measures and Performance Improvement Program ("Program") will support the Participant in meeting the Healthcare Effectiveness Data and Information Set ("HEDIS") reporting requirements for Measurement Year (MY) 2023.

2. **Funding:** The Program requires the following funding and payments:

Participant will pay a fixed fee for Services delivered in the total amount of \$12,000. CalMHSA will invoice Participant directly for the Services. If Participant requests additional analysis of the HEDIS data, Participant shall formally request this via email in writing to ManagedCare@calmhsa.org at a cost of \$600. Payment for all Services shall be made within 30 days of receipt of CalMHSA invoice for the Services. Funding is not to exceed \$12,600 over the course of the Program Term.

3. The maximum amount payable under this Agreement is not to exceed \$ 12,600.00.

Authorized Signatures:

CalMHSA

Signed: _____ Name (Printed): Dr. Amie Miller, Psy.D., MFT

Title: Executive Director Date: _____

Participant: PLUMAS COUNTY

Signed: Sharon P. Sousa, LMFT Name (Printed): Sharon Sousa, LMFT

Title: Behavioral Health Director Date: 04/22/2024

Signed: _____ Name (Print): Allen Hiskey

Title: Clerk, Board of Supervisors Date: _____

Signed: _____ Name (Printed): Greg Hagwood

Title: Chair, Board of Supervisors Date: _____

Approved as to form:


Joshua Brachtel, Attorney
County Counsel's Office

Participation Agreement

EXHIBIT A – Detailed Program Description, Obligations, Restrictions

Detailed Program Description:

The Quality Measures and Performance Improvement Program ("Program") will support the Participant in meeting the Healthcare Effectiveness Data and Information Set ("HEDIS") reporting requirements for Measurement Year (MY) 2023. CalMHSA will utilize data provided by the Participants to calculate the five required Mental Health Plan (MHP) and four required Drug Medi-Cal Organized Delivery System (DMC-ODS) measures. Participant data will include eligibility, service and claims data including Medi-Cal Master Eligibility Files ("MMEF"), Managed Care Plan ("MCP") claims data, pharmacy claims, Behavioral Health Plan ("BHP") claims or service data, and Fee for Service ("FFS") claims. Data will be accepted via secure file transfer, and/or, with previous authorization, will be retrieved from the Department of Health Care Services ("DHCS") Plan Data Feed ("PDF") MoveIT SFTP folder, and/or in the case of Participants using the CalMHSA SmartCare Electronic Health Record ("SmartCare EHR") may be extracted directly from SmartCare. Other data sources mutually agreed upon between the Parties may be utilized, as set forth below, but may also result in additional expense/delay. CalMHSA will utilize the National Committee on Quality Assurance ("NCQA") proprietary measure specifications to inform the analysis and will provide Participants with the results of the analysis of performance on the relevant measures. CalMHSA will provide additional information to DHCS and/or the California External Quality Review Organization (CalEQRO) if requested by Participant. Additionally, CalMHSA will host webinars for Participants to support Participants in orienting to HEDIS measurement and related performance improvement strategies.

Services to be completed:

CalMHSA shall:

- Analyze and report HEDIS measures results based on NCQA MY 2023 specifications using data provided by the Participant.
 - MHP Measures:
 - Follow-Up After Emergency Department for Mental Illness (FUM)
 - Follow-Up After Hospitalization for Mental Illness (FUH)
 - Antidepressant Medication Management (AMM)
 - Use of First Line Psychosocial Care for Children and Adolescents on Antipsychotics (APP)

- Adherence to Antipsychotic Medications for Individuals with Schizophrenia (SAA)
- DMC-ODS Measures:
 - Follow-Up After Emergency Department Visit for Alcohol and Other Drug Abuse or Dependence (FUA)
 - Pharmacotherapy of Opioid Use Disorder (POD)
 - Use of Pharmacotherapy for Opioid Use Disorder (OUD)
 - Initiation and engagement of Substance Use Disorder Treatment (IET)
- Accept required data files from Participant via secure file transfer.
- For Participants Utilizing SmartCare:
 - Extract relevant MMEF, MHP and DMC-ODS services and/or 837 claims data from SmartCare EHR.
- For Participants that have Authorized CalMHSA to access the DHCS MoveIT SFTP Server:
 - CalMHSA will obtain PDF data monthly over the term of this Agreement.
- Participant grants CalMHSA the right to use, in an aggregated and anonymized manner, any data provided or generated, for the purpose of improving CalMHSA's products and services, in compliance with applicable laws and regulations regarding data protection and privacy.

Participant shall:

- Provide required data for HEDIS analysis as described in the table below. Sufficient data to run the measures (see complete/minimum categories) must be received by **March 22, 2024**, to be processed by **April 19, 2024**. Sufficient data received after this date will be processed no later than one month after receipt.
- Communicate all questions and concerns to CalMHSA via ManagedCare@calmhsa.org.

TABLE 1					
	Data Description	Format	Title Example	Complete Dates	Minimum Dates
1	SUD Service Claims	837 claims files	DMH-##-837P-03302023-161.dat	Services from January 1, 2022, to December 31, 2023	Services from January 1, 2023, through December 31, 2023, works for all measures except POD and AMM
2	MHP Service Claims				
3	MHP Plan Data Feed	Plan Data Feed Files (APCD-CDL)	APCD.CDL.M202312.CNTY##.zip (includes APCD.CDL.MC.M202312 & APCD.CDL.PC.M202312)	Monthly from Jan 2023 to December 2023	One file from Jan to June 2023, one file from July to December 2023, one file from Feb to March 2024
4	SUDS Plan Data Feed				
5	Medi-Cal Eligibility Files	MMEF files	MEDS-##.TXT	Monthly from Jan 2023 to Dec 2023	One file from Jan to June 2023, one file from July to December 2023, one file from Feb to March 2024

	## is for the county id number
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*Participant and CalMHSA may mutually agree to alternative data sources that can be used for Custom EHR files with required fields and 837 files received from county MCP(s)

- Communicate all questions and concerns to CalMHSA via ManagedCare@calmhsa.org.

Program Restrictions:

- Timelines and technical requirements may need adjusting due to unique circumstances.

Participation Agreement

EXHIBIT B - General Terms and Conditions

I. Definitions

The following words, as used throughout this Agreement, shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used:

- A. CalMHSA – California Mental Health Services Authority, a Joint Powers Authority (JPA) created by counties in 2009 at the instigation of the California Mental Health Directors Association to jointly develop and fund mental health services and education programs.
- B. Member – A County (or JPA of two or more Counties) that has joined CalMHSA and executed the CalMHSA Joint Powers Agreement.
- C. Mental Health Services Act (MHSA) – A law initially known as Proposition 63 in the November 2004 election that added sections to the Welfare and Institutions Code.
- D. Mental Health Services Division (MHSD) – The Division of the California Department of Health Care Services responsible for mental health functions.
- E. Participant – Any County participating in the Program either as Member of CalMHSA or under a Memorandum of Understanding with CalMHSA.
- F. Program – The program identified in the Cover Sheet offered by CalMHSA under the Agreement.

II. Responsibilities

- A. Responsibilities of CalMHSA:
 - 1. Provide the Program as described in the Agreement;
 - 2. Act as the Fiscal and Administrative agent for the Program.
 - 3. Manage funds received consistent with the requirements of applicable laws, regulations, and this Agreement.
 - 4. Provide regular fiscal reports to Participant and/or other public agencies with a right to such reports.
 - 5. Comply with CalMHSA's Joint Powers Agreement and Bylaws.
- B. Responsibilities of Participant:
 - 1. Pay for the Program as set out in this Agreement. Payments are due within 30 days of receipt of an invoice or, as applicable, within 30 days of Agreement execution.
 - 2. Provide CalMHSA and any other parties deemed necessary with requested information and assistance to fulfill the purpose of the Program.
 - 3. Where applicable, ensure completion of any Participant requirements set out in Exhibit A including all assessments, creation of individual case plans, and providing or arranging for services.
 - 4. Cooperate by providing CalMHSA with requested information and assistance to fulfill the purpose of the Program.
 - 5. Provide feedback on Program performance.

6. Comply with applicable laws, regulations, guidelines, contractual agreements, JPA requirements, and bylaws.

III. **Amendment.** This Agreement may be supplemented, amended, or modified only by the mutual agreement of CalMHSA and the Participant, expressed in writing and signed by an authorized representative of both parties.

IV. **Withdrawal, Cancellation, and Termination**

- A. Participant may withdraw from the Program and terminate the Agreement upon six (6) months' written notice to CalMHSA. Notice shall be deemed served on the date of mailing.
- B. Member Cost Sharing. The withdrawal of a Participant from the Program shall not automatically terminate its responsibility for its share of the expense and liabilities of the Program. The contributions of current and past Participants are chargeable for their share of unavoidable expenses and liabilities arising during their participation period.
- C. CalMHSA may terminate, cancel, change, or limit the Program due to circumstances, including but not limited to, lack of County participation, government restrictions, issues with vendors or their services/platforms/products, lack of funding, governmental funding changes, inability to provide the Program due to vendor(s), regulatory changes, force majeure, or other issues.
- D. If applicable, upon cancellation, termination, or other conclusion of the Program, any funds remaining undisbursed after CalMHSA satisfies all obligations arising under the Program shall be returned to Participant. However, funds used to pay for completed deliverables, services rendered, upfront fees to create the Program, or fees for any portal or platform, ongoing services etc. are not subject to such reversion (subject to applicable laws). Unused funds that were paid for by a joint effort will be returned pro rata to Participant in proportion to payments made. Adjustments may be made if disproportionate benefit was conveyed to a particular Participant. Excess funds at the conclusion of county-specific efforts will be returned to the particular County that paid them per the Program.

V. **Fiscal Provisions.** Participant will pay a fixed fee for Services delivered in the total amount of \$12,000. CalMHSA will invoice Participant directly for the Services. If Participant requests additional analysis of the HEDIS data, Participant shall formally request this via email in writing to ManagedCare@calmhsa.org at a cost of \$600. Payment for all Services shall be made within 30 days of receipt of CalMHSA invoice for the Services. Funding is not to exceed \$12,600 over the course of the Program Term.

Deliverable	Cost
MHP/DMC-ODS HEDIS Measures Analysis	\$12,000
Additional HEDIS Measure Analysis	\$600

VI. **Limitation of Liability, No Warranties, Indemnification**

- A. **Limitation of Liability.** CalMHSA is responsible only for the use of funds as instructed and authorized by participants. THE AGGREGATE LIABILITY OF EACH PARTY FOR ALL CLAIMS UNDER THIS AGREEMENT IS LIMITED TO DIRECT DAMAGES UP TO THE AMOUNT PAID UNDER THIS AGREEMENT FOR THE PROGRAM DURING THE 12 MONTHS BEFORE THE

CAUSE OF ACTION AROSE. NEITHER PARTY WILL BE LIABLE FOR LOSS OF REVENUE OR INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES, OR DAMAGES FOR LOST PROFITS, REVENUES, BUSINESS INTERRUPTION, OR LOSS OF BUSINESS INFORMATION, EVEN IF THE PARTY KNEW THEY WERE POSSIBLE OR REASONABLY FORESEEABLE.

- B. **No Warranties.** CALMHSA MAKES NO WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, GUARANTEES OR CONDITIONS WITH RESPECT TO THE PROGRAM, DATA OR ANY COMPONENT THEREOF. THESE DISCLAIMERS WILL APPLY EXCEPT TO THE EXTENT APPLICABLE LAW DOES NOT PERMIT THEM.
- C. **Indemnification.** To the fullest extent permitted by law, each party shall hold harmless, defend and indemnify the other party, including its governing board, employees and agents from and against any and all claims, losses, damages, liabilities, disallowances, recoupments, and expenses, including but not limited to reasonable attorney's fees, arising out of or resulting from the indemnifying party's negligence or willful conduct in the performance of its obligations under this Agreement, including the performance of the other's subcontractors, except that each party shall have no obligation to indemnify the other for damages to the extent resulting from the negligence or willful misconduct of any indemnitee. Each party may participate in the defense of any such claim without relieving the other of any obligation hereunder.
- D. **No Responsibility for Mental Health Services.** CalMHSA is not undertaking responsibility for assessments, creation of case or treatment plans, providing or arranging services, and/or selecting, contracting with, or supervising providers (collectively, "mental health services"). Participant will defend and indemnify CalMHSA for any claim, demand, disallowance, suit, or damages arising from Participant's acts or omissions in connection with the provision of mental health service.

Agreement No.: 1194-BAA-2022-PLC
Plumas County
March 11, 2022

Exhibit A
DHCS Information Confidentiality And Security Requirements

1. Definitions. For purposes of this Exhibit, the following definitions shall apply:

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

Notice-triggering Personal Information: Specific items of personal information (name plus Social Security number, driver license/California identification card number, or financial account number) that may trigger a requirement to notify individuals if it is acquired by an unauthorized person. For purposes of this provision, identity shall include, but not be limited to name, identifying number, symbol, or other identifying particular assigned to the individual, such as finger or voice print or a photograph. See Civil Code sections 1798.29 and 1798.82.

2. **Nondisclosure.** Business Associate and its employees, agents, or subcontractors shall protect from unauthorized disclosure any PSCI.
3. Business Associate and its employees, agents, or subcontractors shall not use any PSCI for any purpose other than carrying out the Business Associate's obligations under the JPA Agreement.
4. Business Associate and its employees, agents, or subcontractors shall promptly transmit to Covered Entity's Chief Privacy Officer all requests for disclosure of any PSCI not emanating from the person who is the subject of PSCI.
5. Business Associate shall not disclose, except as otherwise specifically permitted by JPA Agreement or authorized by the person who is the subject of PSCI, any PSCI to anyone other than DHCS or Covered Entity without prior written authorization from the Covered Entity Chief Privacy Officer, except if disclosure is required by State or Federal law.
6. Business Associate shall observe the following requirements:

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- a. **Safeguards.** Business Associate shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the PSCI, including electronic PSCI that it creates, receives, maintains, uses, or transmits on behalf of Covered Entity. Business Associate shall develop and maintain a written information privacy and security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of Business Associate's operations and the nature and scope of its activities, including at a minimum the following safeguards:

i. **Personnel Controls**

1. **Employee Training.** All workforce members who assist in the performance of functions or activities on behalf of Covered Entity, or access or disclose Covered Entity PSCI, must complete information privacy and security training, at least annually, at Business Associate's expense. Each workforce member who receives information privacy and security training must sign a certification, indicating the member's name and the date on which the training was completed. These certifications must be retained for a period of six (6) years following contract termination.
2. **Employee Discipline.** Appropriate sanctions must be applied against workforce members who fail to comply with privacy policies and procedures or any provisions of these requirements, including termination of employment where appropriate.
3. **Confidentiality Statement.** All persons that will be working with DHCS PHI or PI must sign a confidentiality statement that includes, at a minimum, General Use, Security and Privacy Safeguards, Unacceptable Use, and Enforcement Policies. The statement must be signed by the workforce member prior to access to DHCS PHI or PI. The statement must be renewed annually. Business Associate shall retain each person's written confidentiality statement for Covered Entity or DHCS inspection for a period of six (6) years following contract termination.
4. **Background Check.** Before a member of the workforce may access DHCS PHI or PI, a thorough background check of that worker must be conducted, with evaluation of the results to assure that there is no indication that the worker may present a risk to the security or integrity of confidential data or a risk for theft or misuse of confidential data. Business Associate shall retain each workforce member's background check documentation for a period of three (3) years following contract termination.

ii. **Technical Security Controls**

1. **Workstation/Laptop encryption.** All workstations and laptops that process and/or store DHCS PHI or PI must be encrypted using a FIPS 140-2 certified algorithm which is 128bit or higher, such as Advanced Encryption Standard (AES). The encryption solution must be full disk unless approved by the DHCS Information Security Office.
2. **Server Security.** Servers containing unencrypted DHCS PHI or PI must have sufficient administrative, physical, and technical controls in place to protect that data, based upon a risk assessment/system security review.

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3. **Minimum Necessary.** Only the minimum necessary amount of DHCS PHI or PI required to perform necessary business functions may be copied, downloaded, or exported.
4. **Removable media devices.** All electronic files that contain DHCS PHI or PI data must be encrypted when stored on any removable media or portable device (i.e. USB thumb drives, floppies, CD/DVD, smartphones, backup tapes etc.). Encryption must be a FIPS 140-2 certified algorithm which is 128bit or higher, such as AES.
5. **Antivirus software.** All workstations, laptops and other systems that process and/or store DHCS PHI or PI must install and actively use comprehensive anti-virus software solution with automatic updates scheduled at least daily.
6. **Patch Management.** All workstations, laptops and other systems that process and/or store DHCS PHI or PI must have critical security patches applied, with system reboot if necessary. There must be a documented patch management process which determines installation timeframe based on risk assessment and vendor recommendations. At a maximum, all applicable patches must be installed within 30 days of vendor release.
7. **User IDs and Password Controls.** All users must be issued a unique user name for accessing DHCS PHI or PI. Username must be promptly disabled, deleted, or the password changed upon the transfer or termination of an employee with knowledge of the password, at maximum within 24 hours. Passwords are not to be shared. Passwords must be at least eight characters and must be a non-dictionary word. Passwords must not be stored in readable format on the computer. Passwords must be changed every 90 days, preferably every 60 days. Passwords must be changed if revealed or compromised. Passwords must be composed of characters from at least three of the following four groups from the standard keyboard:
 - Upper case letters (A-Z)
 - Lower case letters (a-z)
 - Arabic numerals (0-9)
 - Non-alphanumeric characters (punctuation symbols)
8. **Data Destruction.** When no longer needed, all DHCS PHI or PI must be cleared, purged, or destroyed consistent with NIST Special Publication 800-88, Guidelines for Media Sanitization such that the PHI or PI cannot be retrieved.
9. **System Timeout.** The system providing access to DHCS PHI or PI must provide an automatic timeout, requiring re-authentication of the user session after no more than 20 minutes of inactivity.
10. **Warning Banners.** All systems providing access to DHCS PHI or PI must display a warning banner stating that data is confidential, systems are logged, and system use is for business purposes only by authorized users. User must be directed to log off the system if they do not agree with these requirements.

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11. **System Logging.** The system must maintain an automated audit trail which can identify the user or system process which initiates a request for DHCS PHI or PI, or which alters DHCS PHI or PI. The audit trail must be date and time stamped, must log both successful and failed accesses, must be read only, and must be restricted to authorized users. If DHCS PHI or PI is stored in a database, database logging functionality must be enabled. Audit trail data must be archived for at least 3 years after occurrence.
12. **Access Controls.** The system providing access to DHCS PHI or PI must use role based access controls for all user authentications, enforcing the principle of least privilege.
13. **Transmission encryption.** All data transmissions of DHCS PHI or PI outside the secure internal network must be encrypted using a FIPS 140-2 certified algorithm which is 128bit or higher, such as AES. Encryption can be end to end at the network level, or the data files containing PHI can be encrypted. This requirement pertains to any type of PHI or PI in motion such as website access, file transfer, and E-Mail.
14. **Intrusion Detection.** All systems involved in accessing, holding, transporting, and protecting DHCS PHI or PI that are accessible via the Internet must be protected by a comprehensive intrusion detection and prevention solution.

iii. **Audit Controls**

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

iv. **Business Continuity I Disaster Recovery Controls**

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

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schedule must be a weekly full backup and monthly offsite storage of DHCS data.

v. Paper Document Controls

1. **Supervision of Data.** DHCS PHI or PI in paper form shall not be left unattended at any time, unless it is locked in a file cabinet, file room, desk or office. Unattended means that information is not being observed by an employee authorized to access the information. DHCS PHI or PI in paper form shall not be left unattended at any time in vehicles or planes and shall not be checked in baggage on commercial airplanes.
 2. **Escorting Visitors.** Visitors to areas where DHCS PHI or PI is contained shall be escorted and DHCS PHI or PI shall be kept out of sight while visitors are in the area.
 3. **Confidential Destruction.** DHCS PHI or PI must be disposed of through confidential means, such as cross cut shredding and pulverizing.
 4. **Removal of Data.** DHCS PHI or PI must not be removed from the premises of the Business Associate except with express written permission of DHCS.
 5. **Faxing.** Faxes containing DHCS PHI or PI shall not be left unattended and fax machines shall be in secure areas. Faxes shall contain a confidentiality statement notifying persons receiving faxes in error to destroy them. Fax numbers shall be verified with the intended recipient before sending the fax.
 6. **Mailing.** Mailings of DHCS PHI or PI shall be sealed and secured from damage or inappropriate viewing of PHI or PI to the extent possible. Mailings which include 500 or more individually identifiable records of DHCS PHI or PI in a single package shall be sent using a tracked mailing method which includes verification of delivery and receipt, unless the prior written permission of DHCS to use another method is obtained.
- b. **Security Officer.** Business Associate shall, to the extent it has not already done so, designate a Security Officer to oversee its data security program who will be responsible for carrying out its privacy and security programs and for communicating on security matters with Covered Entity and DHCS.

Discovery and Notification of Breach. Notice to Covered Entity:

- i. To notify Covered Entity and DHCS immediately upon the discovery of a suspected security incident that involves data provided to Covered Entity by DHCS from the Social Security Administration. This notification will be by telephone call plus email or fax upon the discovery of the breach. (2) To notify Covered Entity within 24 hours by email or fax of the discovery of unsecured PHI or PI in electronic media or in any other media if the PHI or PI was, or is reasonably believed to have been, accessed or acquired by an unauthorized person, any suspected security incident, intrusion or unauthorized access, use or disclosure of PHI or PI in violation of the IPA and this Exhibit, or potential loss of confidential data affecting the IPA. A breach shall be treated as discovered by Business Associate as of the first day on which the breach is known, or by exercising reasonable diligence would have been known, to any person (other than the person committing the

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breach) who is an employee, officer or other agent of Business Associate.

- ii. Notice shall be provided to the Covered Entity Chief Privacy Officer, the DHCS Privacy Officer and the DHCS Information Security Officer. If the incident occurs after business hours or on a weekend or holiday and involves data provided to Covered Entity by DHCS from the Social Security Administration, notice shall be provided by calling the DHCS EITS Service Desk. Notice shall be made using the "DHCS Privacy Incident Report" form, including all information known at the time. The Business Associate shall use the most current version of this form, which is posted on the DHCS Privacy Office website (www.dhcs.ca.gov, then select "Privacy" in the left column and then "Business Use" near the middle of the page) or use this link: <http://www.dhcs.ca.gov/formsandpubs/laws/priv/Pacies/DHCSBusinessAssociatesOnline.aspx>
 - c. Upon discovery of a breach or suspected security incident, intrusion or unauthorized access, use or disclosure of PHI or PI, Business Associate shall take:
 - i. Prompt corrective action to mitigate any risks or damages involved with the breach and to protect the operating environment and
 - ii. Any action pertaining to such unauthorized disclosure required by applicable Federal and State laws and regulations.
 - d. **Investigation of Breach.** Business Associate shall immediately investigate such security incident, breach, or unauthorized use or disclosure of PSCI. If the initial report did not include all of the requested information marked with an asterisk, then within seventy-two (72) hours of the discovery, Business Associate shall submit an updated "DHCS Privacy Incident Report" containing the information marked with an asterisk and all other applicable information listed on the form, to the extent known at that time, to the Covered Entity Chief Privacy Officer, the DHCS Privacy Officer, and the DHCS Information Security Officer;
 - e. **Written Report.** Business Associate shall provide a written report of the investigation to the Covered Entity Chief Privacy Officer, the DHCS Privacy Officer, and the DHCS Information Security Officer, if all of the required information was not included in the DHCS Privacy Incident Report, within ten (10) working days of the discovery of the breach or unauthorized use or disclosure. The report shall include, but not be limited to, the information specified above, as well as a full, detailed corrective action plan, including information on measures that were taken to halt and/or contain the improper use or disclosure.
 - f. **Notification of Individuals.** Business Associate shall notify individuals of the breach or unauthorized use or disclosure when notification is required under state or federal law and shall pay any costs of such notifications, as well as any costs associated with the breach. The Covered Entity Chief Privacy Officer, the DHCS Privacy Officer, and the DHCS Information Security Officer shall approve the time, manner and content of any such notifications.
7. **Effect on lower tier transactions.** The terms of this Exhibit shall apply to all contracts, subcontracts, and subawards, regardless of whether they are for the acquisition of services, goods, or commodities. Business Associate shall incorporate the contents of this Exhibit into each subcontract or subaward to its agents, subcontractors, or independent consultants.
8. **Contact Information** To direct communications to the above referenced Covered Entity or DHCS staff, Business Associate shall initiate contact as indicated herein. Covered Entity reserves the right to make

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changes to the contact information below by giving written notice to Business Associate. Said changes shall not require an amendment to this Exhibit or the JPA Agreement to which it is incorporated.

Covered Entity Chief Privacy Officer	DHCS Privacy Officer	DHCS Information Security Officer
See Section 5.2.2 of this Business Associate Agreement for Covered Entity contact information.	Privacy Officer c/o Office of Legal Services Department of Health Care Services P.O. Box 997413, MS 0011 Sacramento, CA 95899-7413 Email: privacyofficer@dhcs.ca.gov Telephone: (916) 445-4646	Information Security Officer DHCS Information Security Office P.O. Box 997413, MS 6400 Sacramento, CA 95889-7413 Email: iso@dhcs.ca.gov Telephone: ITSD Help Desk (916) 440-7000 or (800) 579-0874

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

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Exhibit B

Privacy and Information Security Provisions

This Exhibit B is intended to protect the privacy and security of specified DHCS information that Business Associate may access, receive, or transmit under the JPA Agreement. The DHCS information covered under this Exhibit B consists of: (1) PHI and (2) PI. PI may include data provided to DHCS by the Social Security Administration.

Exhibit B consists of the following parts:

1. Exhibit B-1 provides for the privacy and security of PI under Civil Code Section 1798.3(a) and 1798.29.
2. Exhibit B-2, Miscellaneous Provisions, sets forth additional terms and conditions that extend to the provisions of Exhibit B in its entirety.

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Exhibit B-1
Privacy and Security of Personal Information and
Personally Identifiable Information Not Subject to HIPAA

1. Recitals.

- a. In addition to the Privacy and Security Rules under HIPAA, DHCS is subject to various other legal and contractual requirements with respect to the personal information (as defined in section 2 below) and personally identifiable information (as defined in section 2 below) it maintains. These include:
 - i. The California Information Practices Act of 1977 (California Civil Code §§1798 et seq.),
 - ii. Title 42 Code of Federal Regulations, Chapter I, Subchapter A, Part 2.
- b. The purpose of this Exhibit B-1 is to set forth Business Associate's privacy and security obligations with respect to PI and PII that Business Associate may create, receive, maintain, use, or disclose for or on behalf of Covered Entity pursuant to the JPA Agreement. Specifically this Exhibit applies to PI and PII which is not PHI as defined by HIPAA and therefore is not addressed in this Business Associate Agreement; however, to the extent that data is both PHI or ePHI and PII, both the Business Associate Agreement and this Exhibit B-1 shall apply.
- c. The terms used in this Exhibit B-1, but not otherwise defined, shall have the same meanings as those terms have in the above referenced statute and agreement. Any reference to statutory, regulatory, or contractual language shall be to such language as in effect or as amended.

2. Definitions. The following definitions apply to such terms used in this Exhibit B-1. Abbreviated and capitalized terms used in this Exhibit but not defined below shall have the meaning ascribed to them under this Business Associate Agreement.

- a. "Breach" shall have the meaning given to such term under the CMPPA (as defined below in Section 2(c)). It shall include a "PII loss" as that term is defined in the CMPPA.
- b. "Breach of the security of the system" shall have the meaning given to such term under the California Information Practices Act, Civil Code section 1798.29(f).
- c. "CMPPA Agreement" means the Computer Matching and Privacy Protection Act ("CMPPA") Agreement between the Social Security Administration and the California Health and Human Services Agency ("CHHS").
- d. "DHCS PI" shall mean Personal Information, as defined below, accessed in a database maintained by the DHCS, received by Business Associate from Covered Entity or acquired or created by Business Associate in connection with performing the functions, activities and services specified in the JPA Agreement on behalf of the Covered Entity.
- e. "Notice-triggering Personal Information" shall mean the personal information identified in Civil Code section 1798.29 whose unauthorized access may trigger notification requirements under Civil Code section 1798.29. For purposes of this provision, identity shall include, but not be limited to, name, address, email address, identifying number, symbol, or other identifying particular assigned to the individual, such as a finger or voice print, a photograph or a biometric identifier. Notice-triggering Personal Information includes PI in electronic, paper or any other medium.
- f. "Personally identifiable information" ("PII") shall have the meaning given to such term in the

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CMPPA.

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

3. Terms of Agreement

a. Permitted Uses and Disclosures of DHCS PI and PII by Business Associate

Except as otherwise indicated in this Exhibit B-1, Business Associate may use or disclose DHCS PI only to perform functions, activities or services for or on behalf of the DHCS pursuant to the terms of the JPA Agreement provided that such use or disclosure would not violate the California Information Practices Act ("CIPA") if done by the DHCS.

b. Responsibilities of Business Associate

Business Associate agrees:

- i. **Nondisclosure.** Not to use or disclose DHCS PI or PII other than as permitted or required by the JPA Agreement or as required by applicable state and federal law.
- ii. **Safeguards.** To implement appropriate and reasonable administrative, technical, and physical safeguards to protect the security, confidentiality and integrity of DHCS PI and PII, to protect against anticipated threats or hazards to the security or integrity of DHCS PI and PII, and to prevent use or disclosure of DHCS PI or PII other than as provided for by the JPA Agreement. Business Associate shall develop and maintain a written information privacy and security program that include administrative, technical and physical safeguards appropriate to the size and complexity of Business Associate's operations and the nature and scope of its activities, which incorporate the requirements of section (c), Security, below. Business Associate will provide Covered Entity or DHCS with its current policies upon request.
- c. **Security.** Business Associate shall take any and all steps necessary to ensure the continuous security of all computerized data systems containing PHI and/or PI, and to protect paper documents containing PHI and/or PI. These steps shall include, at a minimum:
 - i. Complying with all of the data system security precautions listed in Attachment A, Business

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Associate Data Security Requirements;

- ii. Providing a level and scope of security that is at least comparable to the level and scope of security established by the Office of Management and Budget in OMB Circular No. A130, Appendix III- Security of Federal Automated Information Systems, which sets forth guidelines for automated information systems in Federal agencies; and
- iii. If the data obtained by Business Associate from DHCS through Covered Entity includes PII, Contractor shall also comply with the substantive privacy and security requirements in the CMPPA Agreement. Business Associate also agrees to ensure that any agents, including a subcontractor to whom it provides DHCS PII, agree to the same requirements for privacy and security safeguards for confidential data that apply to Business Associate with respect to such information.
- d. **Mitigation of Harmful Effects.** To mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of DHCS PI or PII by Business Associate or its subcontractors in violation of this Exhibit B-1.
- e. **Business Associate's Agents and Subcontractors.** To impose the same restrictions and conditions set forth in this Exhibit B-1 on any subcontractors or other agents with whom Business Associate subcontracts any activities under the JPA Agreement that involve the disclosure of DHCS PI or PII to the subcontractor.
- f. **Availability of Information to Covered Entity and DHCS.** To make DHCS PI and PII available to Covered Entity or DHCS for purposes of oversight, inspection, amendment, and response to requests for records, injunctions, judgments, and orders for production of DHCS PI and PII. If Business Associate receives DHCS PII, upon request by Covered Entity or DHCS, Business Associate shall provide Covered Entity or DHCS, as applicable, with a list of all employees, contractors and agents who have access to DHCS PII, including employees, contractors and agents of its subcontractors and agents.
- g. **Cooperation with Covered Entity and DHCS.** With respect to DHCS PI, to cooperate with and assist the Covered Entity or DHCS, as applicable, to the extent necessary to ensure DHCS's compliance with the applicable terms of the CIPA including, but not limited to, accounting of disclosures of DHCS PI, correction of errors in DHCS PI, production of DHCS PI, disclosure of a security breach involving DHCS PI and notice of such breach to the affected individual(s).
- h. **Confidentiality of Alcohol and Drug Abuse Patient Records.** Business Associate agrees to comply with all confidentiality requirements set forth in Title 42 Code of Federal Regulations, Chapter I, Subchapter A, Part 2. Business Associate is aware that criminal penalties may be imposed for a violation of these confidentiality requirements.
- i. **Breaches and Security Incidents.** During the term of this Agreement, Business Associate agrees to implement reasonable systems for the discovery and prompt reporting of any breach or security incident, and to take the following steps:
 - 1. Initial Notice to Covered Entity. (1) To notify Covered Entity and DHCS immediately by telephone call or email or fax upon the discovery of a breach of unsecured DHCS PI or PII in electronic media or in any other media if the PI or PII was, or is reasonably believed to have been, accessed or acquired by an unauthorized person, or upon discovery of a suspected security incident involving DHCS PII. (2) To notify Covered Entity and DHCS within 24 hours by email or fax of the discovery of any suspected security incident, intrusion or unauthorized

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access, use or disclosure of DHCS PI or PII in violation of the JPA Agreement or this Exhibit B-1 or potential loss of confidential data affecting the JPA Agreement. A breach shall be treated as discovered by Business Associate as of the first day on which the breach is known, or by exercising reasonable diligence would have been known, to any person (other than the person committing the breach) who is an employee, officer or other agent of Business Associate.

- ii. Notice shall be provided to the Covered Entity Chief Privacy Officer and DHCS Information Protection Unit, Office of HIPAA Compliance. If the incident occurs after business hours or on a weekend or holiday and involves electronic DHCS PI or PII, notice shall be provided to DHCS by calling the DHCS Information Security Officer. Notice to DHCS shall be made using the DHCS "Privacy Incident Report" form, including all information known at the time. Business Associate shall use the most current version of this form, which is posted on the DHCS Information Security Officer website (www.dhcs.ca.gov), then select "Privacy" in the left column and then "Business Partner" near the middle of the page) or use this link: <http://www.dhcs.ca.gov/formsandpubs/laws/griv/Pages/DHCSBusinessAssociatesOnly.aspx>.
- iii. Upon discovery of a breach or suspected security incident, intrusion or unauthorized access, use or disclosure of DHCS PI or PII, Business Associate shall take:
 1. Prompt corrective action to mitigate any risks or damages involved with the breach and to protect the operating environment; and
 2. Any action pertaining to such unauthorized disclosure required by applicable Federal and State laws and regulations.
- iv. **Investigation and Investigation Report.** To immediately investigate such suspected security incident, security incident, breach, or unauthorized access, use or disclosure of PHI. Within 72 hours of the discovery, Business Associate shall submit an updated "Privacy Incident Report" containing the information marked with an asterisk and all other applicable information listed on the form, to the extent known at that time, to the DHCS Information Security Officer.
- v. **Complete Report.** To provide a complete report of the investigation to Covered Entity and the DHCS Information Protection Unit within ten (10) working days of the discovery of the breach or unauthorized use or disclosure. The report to DHCS shall be submitted on the "Privacy Incident Report" form and shall include an assessment of all known factors relevant to a determination of whether a breach occurred. The report shall also include a full, detailed corrective action plan, including information on measures that were taken to halt and/or contain the improper use or disclosure. If DHCS requests information in addition to that listed on the "Privacy Incident Report" form, Business Associate shall make reasonable efforts to provide Covered Entity or DHCS, as applicable, with such information. If, because of the circumstances of the incident, Business Associate needs more than ten (10) working days from the discovery to submit a complete report, the DHCS may grant a reasonable extension of time, in which case Business Associate shall submit periodic updates until the complete report is submitted. If necessary, a Supplemental Report may be used to submit revised or additional information after the completed report is submitted, by submitting the revised or additional information on an updated "Privacy Incident Report" form. DHCS will review and approve the determination of whether a breach occurred and whether individual notifications and a corrective action plan are required.

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- vi. **Responsibility for Reporting of Breaches.** If the cause of a breach of DHCS PI or PII is attributable to Business Associate or its agents, subcontractors or vendors, Business Associate is responsible for all required reporting of the breach as specified in CIPA, section 1798.29. Business Associate shall bear all costs of required notifications to individuals as well as any costs associated with the breach. The Privacy Officer shall approve the time, manner and content of any such notifications and their review and approval must be obtained before the notifications are made. Covered Entity or DHCS, as applicable, will provide its review and approval expeditiously and without unreasonable delay.
- vii. If Business Associate has reason to believe that duplicate reporting of the same breach or incident may occur because its subcontractors, agents or vendors or Covered Entity may report the breach or incident to DHCS in addition to Business Associate, Business Associate shall notify DHCS, and DHCS, Covered Entity, and Business Associate may take appropriate action to prevent duplicate reporting.
- viii. **DHCS and Covered Entity Contact Information.** To direct communications to the above referenced Covered Entity and DHCS staff, Business Associate shall initiate contact as indicated herein. Covered Entity reserves the right to make changes to the contact information below by giving written notice to the Business Associate. Said changes shall not require an amendment to this Exhibit or the JPA Agreement to which it is incorporated.

Covered Entity Chief Privacy Officer	DHCS Privacy Officer	DHCS Information Security Officer
See Section 5.2.2 of this Business Associate Agreement for Covered Entity contact information.	Privacy Officer c/o Office of Legal Services Department of Health Care Services P.O. Box 997413, MS 0011 Sacramento, CA 95899-7413 Email: privacyofficer@dhcs.ca.gov Telephone: (916) 445-4646	Information Security Officer DHCS Information Security Office P.O. Box 997413, MS 6400 Sacramento, CA 95889-7413 Email: iso@dhcs.ca.gov Telephone: ITSD Help Desk (916) 440-7000 or (800) 579-0874

j. **Designation of Individual Responsible for Security**

Business Associate shall designate an individual, (e.g., Security Officer), to oversee its data security program who shall be responsible for carrying out the requirements of this Exhibit B-1 and for communicating on security matters with Covered Entity and DHCS.

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Exhibit B-2
Miscellaneous Terms and Conditions
Applicable to Exhibit B

1. **Disclaimer.** Covered Entity makes no warranty or representation that compliance by Business Associate with this Exhibit B, HIPAA or the HIPAA regulations will be adequately or satisfactory for Business Associate's own purposes or that any information in Business Associate's possession or control, or transmitted or received by Business Associate, is or will be secure from unauthorized use or disclosure. Business Associate is solely responsible for all decisions made by Business Associate regarding the safeguarding of the DHCS PHI, PI and PII.
2. **Amendment.** The parties acknowledge that federal and state laws relating to electronic data security and privacy are rapidly evolving and that amendment of this Exhibit B may be required to provide for procedures to ensure compliance with such developments. The parties specifically agree to take such action as is necessary to implement the standards and requirements of HIPAA, the HITECH Act, and the HIPAA regulations, and other applicable state and federal laws. Upon either party's request, the other party agrees to promptly enter into negotiations concerning an amendment to this Exhibit B embodying written assurances consistent with requirements of HIPAA, the HITECH Act, and the HIPAA regulations, and other applicable state and federal laws. Covered Entity may terminate the JPA Agreement upon thirty (30) days written notice in the event:
 - a. Business Associate does not promptly enter into this Exhibit B when requested by Covered Entity; or
 - b. Business Associate does not enter into an amendment providing assurances regarding the safeguarding of DHCS PHI that the DHCS deems is necessary to satisfy the standards and requirements of HIPAA and the HIPAA regulations
3. **Judicial or Administrative Proceedings.** Business Associate will notify Covered Entity and DHCS if it is named as a defendant in a criminal proceeding for a violation of HIPAA or other security or privacy law. Covered Entity may at the request of DHCS terminate the JPA Agreement if Business Associate is found guilty of a criminal violation of HIPAA. Covered Entity may at the request of DHCS terminate the JPA Agreement if a finding or stipulation that Business Associate has violated any standard or requirement of HIPAA, or other security or privacy laws is made in any administrative or civil proceeding in which the Business Associate is a party or has been joined. DHCS will consider the nature and seriousness of the violation in deciding whether or not to request that Covered Entity terminate the JPA Agreement.
4. **Assistance in Litigation or Administrative Proceedings.** Business Associate shall make itself and any subcontractors, employees or agents assisting Business Associate in the performance of its obligations under the JPA Agreement, available to DHCS at no cost to DHCS to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against DHCS, its directors, officers or employees based upon claimed violation of HIPAA, or the HIPAA regulations, which involves inactions or actions by the Business Associate, except where Business Associate or its subcontractor, employee or agent is a named adverse party.
5. **No Third-Party Beneficiaries.** Nothing express or implied in the terms and conditions of this Exhibit B is intended to confer, nor shall anything herein confer, upon any person other than the Covered Entity or Business Associate and their respective successors or assignees, any rights, remedies, obligations or liabilities whatsoever.
6. **Interpretation.** The terms and conditions in this Exhibit B shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HITECH Act, and the HIPAA regulations. The parties agree

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that any ambiguity in the terms and conditions of this Exhibit B shall be resolved in favor of a meaning that complies and is consistent with HIPAA, the HITECH Act and the HIPAA regulations, and, if applicable, any other relevant state and federal laws.

7. **Conflict.** In case of a conflict between any applicable privacy or security rules, laws, regulations or standards the most stringent shall apply. The most stringent means that safeguard which provides the highest level of protection to PHI, PI and PII from unauthorized disclosure. Further, Business Associate must comply within a reasonable period of time with changes to these standards that occur after the effective date of the JPA Agreement.
8. **Regulatory References.** A reference in the terms and conditions of this Exhibit B to a section in the HIPAA regulations means the section as in effect or as amended.
9. **Survival.** The respective rights and obligations of Business Associate under Item 3(b) of Exhibit B-1, Responsibilities of Business Associate, shall survive the termination or expiration of this Agreement.
10. **No Waiver of Obligations.** No change, waiver or discharge of any liability or obligation hereunder on any one or more occasions shall be deemed a waiver of performance of any continuing or other obligation, or shall prohibit enforcement of any obligation, on any other occasion.
11. **Audits, Inspection and Enforcement.** From time to time, and subject to all applicable federal and state privacy and security laws and regulations, Covered Entity or DHCS may conduct a reasonable inspection of the facilities, systems, books and records of to monitor compliance with this Exhibit B. Business Associate shall promptly remedy any violation of any provision of this Exhibit B. The fact that Covered Entity or DHCS inspects, or fails to inspect, or has the right to inspect, Business Associate's facilities, systems and procedures does not relieve Business Associate of its responsibility to comply with this Exhibit B. Covered Entity's or DHCS's failure to detect a non-compliant practice, or a failure to report a detected noncompliant practice to Business Associate does not constitute acceptance of such practice or a waiver of Covered Entity's enforcement rights under the JPA Agreement or related documents, including this Exhibit B.
12. **Due Diligence.** Business Associate shall exercise due diligence and shall take reasonable steps to ensure that it remains in compliance with this Exhibit B and is in compliance with applicable provisions of HIPAA, the HITECH Act and the HIPAA regulations, and other applicable state and federal law, and that its agents, subcontractors and vendors are in compliance with their obligations as required by this Exhibit B.
13. **Term.** The Term of this Exhibit B shall extend beyond the termination of the Agreement and shall terminate when all DHCS PHI is destroyed or returned to Covered Entity, in accordance with 45 CFR Section 164.504(e)(2)(ii)(1), and when all DHCS PI and PII is destroyed in accordance with Attachment A.
14. **Effect of Termination.** Upon termination or expiration of this Agreement for any reason, Business Associate shall return or destroy all DHCS PHI, PI and PII that Business Associate still maintains in any form, and shall retain no copies of such PHI, PI or PII. If return or destruction is not feasible, Business Associate shall notify Covered Entity and DHCS of the conditions that make the return or destruction infeasible, and Covered Entity, DHCS, and Business Associate shall determine the terms and conditions under which Business Associate may retain the PHI, PI or PII. Business Associate shall continue to extend the protections of this Exhibit B to such DHCS PHI, PI and PII, and shall limit further use of such data to those purposes that make the return or destruction of such data infeasible. This provision shall apply to DHCS PHI, PI and PII that is in the possession of subcontractors or agents of Business Associate.

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Attachment A
Data Security Requirements

1. Personnel Controls

- a. **Employee Training.** All workforce members who assist in the performance of functions or activities on behalf of the Covered Entity with respect to DHCS-provided information, or access or disclose DHCS PHI or PI must complete information privacy and security training, at least annually, at Business Associate's expense. Each workforce member who receives information privacy and security training must sign a certification, indicating the member's name and the date on which the training was completed. These certifications must be retained for a period of six (6) years following termination of this Agreement.
- b. **Employee Discipline.** Appropriate sanctions must be applied against workforce members who fail to comply with privacy policies and procedures or any provisions of these requirements, including termination of employment where appropriate.
- c. **Confidentiality Statement.** All persons that will be working with DHCS PHI or PI must sign a confidentiality statement that includes, at a minimum, General Use, Security and Privacy Safeguards, Unacceptable Use, and Enforcement Policies. The statement must be signed by the workforce member prior to access to DHCS PHI or PI. The statement must be renewed annually. Business Associate shall retain each person's written confidentiality statement for Covered Entity or DHCS inspection for a period of six (6) years following termination of this Agreement.
- d. **Background Check.** Before a member of the workforce may access DHCS PHI or PI, a background screening of that worker must be conducted. The screening should be commensurate with the risk and magnitude of harm the employee could cause, with more thorough screening being done for those employees who are authorized to bypass significant technical and operational security controls. Business Associate shall retain each workforce member's background check documentation for a period of three (3) years.

2. Technical Security Controls

- a. **Workstation/Laptop encryption.** All workstations and laptops that store DHCS PHI or PI either directly or temporarily must be encrypted using a FIPS 140-2 certified algorithm which is 128bit or higher, such as Advanced Encryption Standard (AES). The encryption solution must be full disk unless approved by the DHCS Information Security Office.
- b. **Server Security.** Servers containing unencrypted DHCS PHI or PI must have sufficient administrative, physical, and technical controls in place to protect that data, based upon a risk assessment/system security review.
- c. **Minimum Necessary.** Only the minimum necessary amount of DHCS PHI or PI required to perform necessary business functions may be copied, downloaded, or exported.
- d. **Removable media devices.** All electronic files that contain DHCS PHI or PI data must be encrypted when stored on any removable media or portable device (i.e., USB thumb drives, floppies, CD/DVD, Blackberry, backup tapes etc.). Encryption must be a FIPS 140-2 certified algorithm which is 128bit or higher, such as AES.
- e. **Antivirus software.** All workstations, laptops and other systems that process and/or store DHCS PHI or PI must install and actively use comprehensive anti-virus software solution with

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automatic updates scheduled at least daily.

- f. **Patch Management.** All workstations, laptops and other systems that process and/or store DHCS PHI or PI must have critical security patches applied, with system reboot if necessary. There must be a documented patch management process which determines installation timeframe based on risk assessment and vendor recommendations. At a maximum, all applicable patches must be installed within 30 days of vendor release. Applications and systems that cannot be patched within this time frame due to significant operational reasons must have compensatory controls implemented to minimize risk until the patches can be installed. Applications and systems that cannot be patched must have compensatory controls implemented to minimize risk, where possible.
- g. **User IDs and Password Controls.** All users must be issued a unique user name for accessing DHCS PHI or PI. Username must be promptly disabled, deleted, or the password changed upon the transfer or termination of an employee with knowledge of the password. Passwords are not to be shared. Passwords must be at least eight characters and must be a non-dictionary word. Passwords must not be stored in readable format on the computer. Passwords must be changed at least every 90 days, preferably every 60 days. Passwords must be changed if revealed or compromised. Passwords must be composed of characters from at least three of the following four groups from the standard keyboard:
 - h. Upper case letters (A-Z)
 - i. Lower case letters (a-z)
 - j. Arabic numerals (0-9)
 - k. Non-alphanumeric characters (punctuation symbols)
- l. **Data Destruction.** When no longer needed, all DHCS PHI or PI must be wiped using the Gutmann or US DHCS of Defense (DoD) 5220.22-M (7 Pass) standard, or by degaussing. Media may also be physically destroyed in accordance with NIST Special Publication 800-88. Other methods require prior written permission of the DHCS Information Security Office.
- m. **System Timeout.** The system providing access to DHCS PHI or PI must provide an automatic timeout, requiring re-authentication of the user session after no more than 20 minutes of inactivity.
- n. **Warning Banners.** All systems providing access to DHCS PHI or PI must display a warning banner stating that data is confidential, systems are logged, and system use is for business purposes only by authorized users. User must be directed to log off the system if they do not agree with these requirements.
- o. **System Logging.** The system must maintain an automated audit trail which can identify the user or system process which initiates a request for DHCS PHI or PI, or which alters DHCS PHI or PI. The audit trail must be date and time stamped, must log both successful and failed accesses, must be read only, and must be restricted to authorized users. If DHCS PHI or PI is stored in a database, database logging functionality must be enabled. Audit trail data must be archived for at least 3 years after occurrence.
- p. **Access Controls.** The system providing access to DHCS PHI or PI must use role based access controls for all user authentications, enforcing the principle of least privilege.

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- q. **Transmission encryption.** All data transmissions of DHCS PHI or PI outside the secure internal network must be encrypted using a FIPS 140-2 certified algorithm which is 128bit or higher, such as AES. Encryption can be end to end at the network level, or the data files containing DHCS PHI can be encrypted. This requirement pertains to any type of DHCS PHI or PI in motion such as website access, file transfer, and E-Mail.
- r. **Intrusion Detection.** All systems involved in accessing, holding, transporting, and protecting DHCS PHI or PI that are accessible via the Internet must be protected by a comprehensive intrusion detection and prevention solution.

3. Audit Controls

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

4. Business Continuity / Disaster Recovery Controls

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

5. Paper Document Controls

- a. **Supervision of Data.** DHCS PHI or PI in paper form shall not be left unattended at any time, unless it is locked in a file cabinet, file room, desk or office. Unattended means that information is not being observed by an employee authorized to access the information. DHCS PHI or PI in paper form shall not be left unattended at any time in vehicles or planes and shall not be checked in baggage on commercial airplanes.
- b. **Escorting Visitors.** Visitors to areas where DHCS PHI or PI is contained shall be escorted and DHCS PHI or PI shall be kept out of sight while visitors are in the area.
- c. **Confidential Destruction.** DHCS PHI or PI must be disposed of through confidential means, such as cross cut shredding and pulverizing.

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- d. **Removal of Data.** Only the minimum necessary DHCS PHI or PI may be removed from the premises of Business Associate except with express written permission of DHCS. DHCS PHI or PI shall not be considered "removed from the premises" if it is only being transported from one of Business Associate's locations to another of Business Associates locations.
- e. **Faxing.** Faxes containing DHCS PHI or PI shall not be left unattended and fax machines shall be in secure areas. Faxes shall contain a confidentiality statement notifying persons receiving faxes in error to destroy them. Fax numbers shall be verified with the intended recipient before sending the fax.
- f. **Mailing.** Mailings containing DHCS PHI or PI shall be sealed and secured from damage or inappropriate viewing of such PHI or PI to the extent possible. Mailings which include 500 or more individually identifiable records of DHCS PHI or PI in a single package shall be sent using a tracked mailing method which includes verification of delivery and receipt, unless the prior written permission of DHCS to use another method is obtained.

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**BUSINESS ASSOCIATE AGREEMENT
UNDER THE HEALTH INSURANCE PORTABILITY
AND ACCOUNTABILITY ACT OF 1996 (HIPAA)**

Plumas County ("County"), a member of the California Mental Health Services Authority ("CalMHSA") Joint Powers Authority ("JPA"), is a Covered Entity as defined by, and subject to the requirements and prohibitions of, the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (HIPAA), and regulations promulgated thereunder, including the Privacy, Security, Breach Notification, and Enforcement Rules at 45 Code of Federal Regulations (C.F.R.) Parts 160 and 164 (collectively, the "HIPAA Rules").

Pursuant to the JPA Agreement, CalMHSA, hereinafter referred to as "Contractor", performs or provides functions, activities or services to County that require Contractor to create, access, receive, maintain, and/or transmit information that includes or that may include Protected Health Information, as defined by the HIPAA Rules in order to provide such functions, activities or services. As such, Contractor is a Business Associate, as defined by the HIPAA Rules, and is therefore subject to those provisions of the HIPAA Rules that are applicable to Business Associates.

The HIPAA Rules require a written agreement ("Business Associate Agreement") between County and Contractor in order to mandate certain protections for the privacy and security of Protected Health Information, and these HIPAA Rules prohibit the disclosure to or use of Protected Health Information by Contractor if such an agreement is not in place. In addition, the California Department of Health Care Services ("DHCS") requires County and Contractor to include certain protections for the privacy and security of personal information ("PI"), sensitive information, and confidential information (collectively, "PSCI"), personally identifiable information ("PII") not subject to HIPAA ("DHCS Requirements").

This Business Associate Agreement and its provisions are intended to protect the privacy and provide for the security of Protected Health Information, PSCI, and PII disclosed to or used by Contractor in compliance with the HIPAA Rules and DHCS Requirements.

Therefore, the parties agree as follows:

I. DEFINITIONS

- 1.1 "Breach" has the same meaning as the term "breach" at 45 C.F.R. § 164.402.
- 1.2 "Business Associate" has the same meaning as the term "business associate" at 45 C.F.R. § 160.103. For the convenience of the parties, a "business associate" is a person or entity, other than a member of the workforce of covered entity, who performs functions or activities on behalf of, or provides certain services to, a covered entity that involve access by the business associate to Protected Health Information. A "business associate" also is a subcontractor that creates, receives, maintains, or transmits Protected Health Information on behalf of another business associate. And in reference to the party to this Business Associate Agreement "Business Associate" shall mean Contractor.
- 1.3 "California Confidentiality Laws" means the applicable laws of the State of California governing the confidentiality, privacy, or security of PHI or other PII, including, but not limited to, the California Confidentiality of Medical Information Act (Cal. Civil Code § 56 et seq.), the patient access law (Cal. Health & Safety Code § 123100 et seq.), the HIV test result confidentiality law (Cal. Health & Safety Code § 120975 et seq.), the Lanterman-Petris-Short Act (Cal. Welf. & Inst. Code § 5328 et seq.), and California's data breach law (Cal. Civil Code § 1798.29).

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- 1.4 "Covered Entity" has the same meaning as the term "covered entity" at 45 C.F.R. § 160.103, and in reference to the party to this Business Associate Agreement, "Covered Entity" shall mean County.
- 1.5 "Data Aggregation" has the same meaning as the term "data aggregation" at 45 C.F.R. § 164.501.
- 1.6 "De-identification" refers to the de-identification standard at 45 C.F.R. § 164.514.
- 1.7 "Designated Record Set" has the same meaning as the term "designated record set" at 45 C.F.R. § 164.501.
- 1.8 "Disclose" and "Disclosure" mean, with respect to Protected Health Information, the release, transfer, provision of access to, or divulging in any other manner of Protected Health Information outside Business Associate's internal operations or to other than its workforce. (See 45 C.F.R. § 160.103.)
- 1.9 "Electronic Health Record" means an electronic record of health-related information on an individual that is created, gathered, managed, and consulted by authorized health care clinicians and staff. (See 42 U.S.C. § 17921.)
- 1.10 "Electronic Media" has the same meaning as the term "electronic media" at 45 C.F.R. § 160.103. For the convenience of the parties, electronic media means (1) Electronic storage material on which data is or may be recorded electronically, including, for example, devices in computers (hard drives) and any removable/transportable digital memory medium, such as magnetic tape or disk, optical disk, or digital memory card; (2) Transmission media used to exchange information already in electronic storage media. Transmission media include, for example, the Internet, extranet or intranet, leased lines, dial-up lines, private networks, and the physical movement of removable/transportable electronic storage media. Certain transmissions, including of paper, via facsimile, and of voice, via telephone, are not considered to be transmissions via electronic media if the information being exchanged did not exist in electronic form immediately before the transmission.
- 1.11 "Electronic Protected Health Information" has the same meaning as the term "electronic protected health information" at 45 C.F.R. § 160.103, limited to Protected Health Information created or received by Business Associate from or on behalf of Covered Entity. For the convenience of the parties, Electronic Protected Health Information means Protected Health Information that is (i) transmitted by electronic media, (ii) maintained in electronic media.
- 1.12 "Health Care Operations" has the same meaning as the term "health care operations" at 45 C.F.R. § 164.501.
- 1.13 "Individual" has the same meaning as the term "individual" at 45 C.F.R. § 160.103. For the convenience of the parties, Individual means the person who is the subject of Protected Health Information and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502 (g).
- 1.14 "Law Enforcement Official" has the same meaning as the term "law enforcement official" at 45 C.F.R. § 164.103.
- 1.15 "Minimum Necessary" refers to the minimum necessary standard at 45 C.F.R. § 162.502 (b).
- 1.16 "Protected Health Information" has the same meaning as the term "protected health information" at 45 C.F.R. § 160.103, limited to the information created or received by Business

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Associate from or on behalf of Covered Entity. For the convenience of the parties, Protected Health Information includes information that (i) relates to the past, present or future physical or mental health or 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; (ii) identifies the Individual (or for which there is a reasonable basis for believing that the information can be used to identify the Individual); and (iii) is created, received, maintained, or transmitted by Business Associate from or on behalf of Covered Entity, and includes Protected Health Information that is made accessible to Business Associate by Covered Entity. "Protected Health Information" includes Electronic Protected Health Information.

- 1.17 "Required by Law" " has the same meaning as the term "required by law" at 45 C.F.R. § 164.103.
- 1.18 "Secretary" has the same meaning as the term "secretary" at 45 C.F.R. § 160.103
- 1.19 "Security Incident" has the same meaning as the term "security incident" at 45 C.F.R. § 164.304.
- 1.20 "Services" means, unless otherwise specified, those functions, activities, or services in the applicable underlying Agreement, Contract, Master Agreement, Work Order, or Purchase Order or other service arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.
- 1.21 "Subcontractor" has the same meaning as the term "subcontractor" at 45 C.F.R. § 160.103.
- 1.22 "Unsecured Protected Health Information" has the same meaning as the term "unsecured protected health information" at 45 C.F.R. § 164.402.
- 1.23 "Use" or "Uses" means, with respect to Protected Health Information, the sharing, employment, application, utilization, examination or analysis of such Information within Business Associate's internal operations. (See 45 C.F.R § 164.103.)
- 1.24 Terms used, but not otherwise defined in this Business Associate Agreement, have the same meaning as those terms in the HIPAA Rules.

2. PERMITTED AND REQUIRED USES AND DISCLOSURES OF PROTECTED HEALTH INFORMATION

- 2.1 Business Associate may only Use and/or Disclose Protected Health Information as necessary to perform Services, and/or as necessary to comply with the obligations of this Business Associate Agreement.
- 2.2 Business Associate may Use Protected Health Information for de-identification of the information if de-identification of the information is required to provide Services.
- 2.3 Business Associate may Use or Disclose Protected Health Information as Required by Law.
- 2.4 Business Associate shall make Uses and Disclosures and requests for Protected Health Information consistent with the Covered Entity's applicable Minimum Necessary policies and procedures
- 2.5 Business Associate may Use Protected Health Information as necessary for the proper management and administration of its business or to carry out its legal responsibilities.

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- 2.6 Business Associate may Disclose Protected Health Information as necessary for the proper management and administration of its business or to carry out its legal responsibilities, provided the Disclosure is Required by Law or Business Associate obtains reasonable assurances from the person to whom the Protected Health Information is disclosed (i.e., the recipient) that it will be held confidentially and Used or further Disclosed only as Required by Law or for the purposes for which it was disclosed to the recipient and the recipient notifies Business Associate of any instances of which it is aware in which the confidentiality of the Protected Health Information has been breached.
- 2.7 Business Associate may provide Data Aggregation services relating to Covered Entity's Health Care Operations if such Data Aggregation services are necessary in order to provide Services.

3. PROHIBITED USES AND DISCLOSURES OF PROTECTED HEALTH INFORMATION

- 3.1 Business Associate shall not Use or Disclose Protected Health Information other than as permitted or required by this Business Associate Agreement or as Required by Law.
- 3.2 Business Associate shall not Use or Disclose Protected Health Information in a manner that would violate Subpart E of 45 C.F.R. Part 164, or the California Confidentiality Laws if done by Covered Entity, except for the specific Uses and Disclosures set forth in Sections 2.5 and 2.6.
- 3.3 Business Associate shall not Use or Disclose Protected Health Information for de-identification of the information except as set forth in section 2.2.

4. OBLIGATIONS TO SAFEGUARD PROTECTED HEALTH INFORMATION

- 4.1 Business Associate shall implement, use, and maintain appropriate safeguards to prevent the Use or Disclosure of Protected Health Information other than as provided for by this Business Associate Agreement.
- 4.2 Business Associate shall comply with Subpart C of 45 C.F.R Part 164 with respect to Electronic Protected Health Information, to prevent the Use or Disclosure of such information other than as provided for by this Business Associate Agreement.

5. REPORTING NON-PERMITTED USES OR DISCLOSURES, SECURITY INCIDENTS, AND BREACHES OF UNSECURED PROTECTED HEALTH INFORMATION

- 5.1 Business Associate shall report to Covered Entity any Use or Disclosure of Protected Health Information not permitted by this Business Associate Agreement, any Security Incident, and/or any Breach of Unsecured Protected Health Information as further described in Sections 5.1.1, 5.1.2, and 5.1.3.
 - 5.1.1 Business Associate shall report to Covered Entity any Use or Disclosure of Protected Health Information by Business Associate, its employees, representatives, agents or Subcontractors not provided for by this Agreement of which Business Associate becomes aware.
 - 5.1.2 Business Associate shall report to Covered Entity any Security Incident of which

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Business Associate becomes aware.

- 5.1.3 Business Associate shall report to Covered Entity any Breach by Business Associate, its employees, representatives, agents, workforce members, or Subcontractors of Unsecured Protected Health Information that is known to Business Associate or, by exercising reasonable diligence, would have been known to Business Associate. Business Associate shall be deemed to have knowledge of a Breach of Unsecured Protected Health Information if the Breach is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the Breach, who is an employee, officer, or other agent of Business Associate, including a Subcontractor, as determined in accordance with the federal common law of agency.

- 5.2 Except as provided in Section 5.3, for any reporting required by Section 5.1, Business Associate shall provide, to the extent available, all information required by, and within the times frames specified in, Sections 5.2.1 and 5.2.2.

- 5.2.1 Business Associate shall make an immediate telephonic report upon discovery of the non-permitted Use or Disclosure of Protected Health Information, Security Incident or Breach of Unsecured Protected Health Information to County number 930-283-6307 that minimally includes:

- (a) A brief description of what happened, including the date of the non-permitted Use or Disclosure, Security Incident, or Breach and the date of Discovery of the non-permitted Use or Disclosure, Security Incident, or Breach, if known;
- (b) The number of Individuals whose Protected Health Information is involved;
- (c) A description of the specific type of Protected Health Information involved in the non-permitted Use or Disclosure, Security Incident, or Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code or other types of information were involved);
- (d) The name and contact information for a person highly knowledge of the facts and circumstances of the non-permitted Use or Disclosure of PHI, Security Incident, or Breach.

- 5.2.2 Business Associate shall make a written report without unreasonable delay and at no event later than three (3) business days from the date of discovery by Business Associate of the non-permitted Use or Disclosure of Protected Health Information, Security Incident, or Breach of Unsecured Protected Health Information and to the Chief Privacy Officer, at: Privacy Officer, Name, Jessica McCall, County, Department Plumas County Behavioral Health, Address 230 County Hospital Road #109 Quincy, CA 95471, Email jmcCall@pcah-services that includes, to the extent possible:

- (a) A brief description of what happened, including the date of the non-permitted Use or Disclosure, Security Incident, or Breach and the date of Discovery of the non-permitted Use or Disclosure, Security Incident, or Breach, if known;
- (b) The number of Individuals whose Protected Health Information is involved;

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- (c) A description of the specific type of Protected Health Information involved in the non-permitted Use or Disclosure, Security Incident, or Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code or other types of information were involved);
 - (d) The identification of each Individual whose Unsecured Protected Health Information has been, or is reasonably believed by Business Associate to have been, accessed, acquired, Used, or Disclosed;
 - (e) Any other information necessary to conduct an assessment of whether notification to the Individual(s) under 45 C.F.R. § 164.404 is required;
 - (f) Any steps Business Associate believes that the Individual(s) could take to protect him or herself from potential harm from the non-permitted Use or Disclosure, Security Incident, or Breach;
 - (g) A brief description of what Business Associate is doing to investigate, to mitigate harm to the Individual(s), and to protect against any further similar occurrences; and
 - (h) The name and contact information for a person highly knowledgeable of the facts and circumstances of the non-permitted Use or Disclosure of PHI, Security Incident, or Breach.
- 5.2.3 If Business Associate is not able to provide the information specified in Section 5.2.1 or 5.2.2 at the time of the required report, Business Associate shall provide such information promptly thereafter as such information becomes available.
- 5.3 Business Associate may delay the notification required by Section 5.1.3, if a law enforcement official states to Business Associate that notification would impede a criminal investigation or cause damage to national security.
- 5.3.1 If the law enforcement official's statement is in writing and specifies the time for which a delay is required, Business Associate shall delay its reporting and/or notification obligation(s) for the time period specified by the official.
- 5.3.2 If the statement is made orally, Business Associate shall document the statement, including the identity of the official making the statement, and delay its reporting and/or notification obligation(s) temporarily and no longer than 30 days from the date of the oral statement, unless a written statement as described in Section 5.3.1 is submitted during that time.

6. WRITTEN ASSURANCES OF SUBCONTRACTORS

- 6.1 In accordance with 45 C.F.R. § 164.502 (e)(1)(ii) and § 164.308 (b)(2), if applicable, Business Associate shall ensure that any Subcontractor that creates, receives, maintains, or transmits Protected Health Information on behalf of Business Associate is made aware of its status as a Business Associate with respect to such information and that Subcontractor agrees in writing to the same restrictions, conditions, and requirements that apply to Business Associate with respect to such information.

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- 6.2 Business Associate shall take reasonable steps to cure any material breach or violation by Subcontractor of the agreement required by Section 6.1.
- 6.3 If the steps required by Section 6.2 do not cure the breach or end the violation, Contractor shall terminate, if feasible, any arrangement with Subcontractor by which Subcontractor creates, receives, maintains, or transmits Protected Health Information on behalf of Business Associate.
- 6.4 If neither cure nor termination as set forth in Sections 6.2 and 6.3 is feasible, Business Associate shall immediately notify CalMHSA.
- 6.5 Without limiting the requirements of Section 6.1, the agreement required by Section 6.1 (Subcontractor Business Associate Agreement) shall require Subcontractor to contemporaneously notify Covered Entity in the event of a Breach of Unsecured Protected Health Information.
- 6.6 Without limiting the requirements of Section 6.1, agreement required by Section 6.1 (Subcontractor Business Associate Agreement) shall include a provision requiring Subcontractor to destroy, or in the alternative to return to Business Associate, any Protected Health Information created, received, maintained, or transmitted by Subcontractor on behalf of Business Associate so as to enable Business Associate to comply with the provisions of Section 18.4.
- 6.7 Business Associate shall provide to Covered Entity, at Covered Entity's request, a copy of any and all Subcontractor Business Associate Agreements required by Section 6.1.
- 6.8 Sections 6.1 and 6.7 are not intended by the parties to limit in any way the scope of Business Associate's obligations related to Subcontracts or Subcontracting in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

7. ACCESS TO PROTECTED HEALTH INFORMATION

- 7.1 To the extent Covered Entity determines that Protected Health Information is maintained by Business Associate or its agents or Subcontractors in a Designated Record Set, Business Associate shall, within two (2) business days after receipt of a request from Covered Entity, make the Protected Health Information specified by Covered Entity available to the Individual(s) identified by Covered Entity as being entitled to access and shall provide such Individual(s) or other person(s) designated by Covered Entity with a copy the specified Protected Health Information, in order for Covered Entity to meet the requirements of 45 C.F.R. § 164.524 or the California Confidentiality Laws.
- 7.2 If any Individual requests access to Protected Health Information directly from Business Associate or its agents or Subcontractors, Business Associate shall notify Covered Entity in writing within two (2) days of the receipt of the request. Whether access shall be provided or denied shall be determined by Covered Entity.
- 7.3 To the extent that Business Associate maintains Protected Health Information that is subject to access as set forth above in one or more Designated Record Sets electronically and if the Individual requests an electronic copy of such information, Business Associate shall provide

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the Individual with access to the Protected Health Information in the electronic form and format requested by the Individual, if it is readily producible in such form and format; or, if not, in a readable electronic form and format as agreed to by Covered Entity and the Individual.

8. **AMENDMENT OF PROTECTED HEALTH INFORMATION**

- 8.1 To the extent Covered Entity determines that any Protected Health Information is maintained by Business Associate or its agents or Subcontractors in a Designated Record Set, Business Associate shall, within ten (10) business days after receipt of a written request from Covered Entity, make any amendments to such Protected Health Information that are requested by Covered Entity, in order for Covered Entity to meet the requirements of 45 C.F.R. § 164.526.
- 8.2 If any Individual requests an amendment to Protected Health Information directly from Business Associate or its agents or Subcontractors, Business Associate shall notify Covered Entity in writing within five (5) days of the receipt of the request. Whether an amendment shall be granted or denied shall be determined by Covered Entity.

9. **ACCOUNTING OF DISCLOSURES OF PROTECTED HEALTH INFORMATION**

- 9.1 Business Associate shall maintain an accounting of each Disclosure of Protected Health Information made by Business Associate or its employees, agents, representatives or Subcontractors, as is determined by Covered Entity to be necessary in order to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528.
- 9.1.1 Any accounting of disclosures provided by Business Associate under Section 9.1 shall include:
- (a) The date of the Disclosure;
 - (b) The name, and address if known, of the entity or person who received the Protected Health Information;
 - (c) A brief description of the Protected Health Information Disclosed; and
 - (d) A brief statement of the purpose of the Disclosure.
- 9.1.2 For each Disclosure that could require an accounting under Section 9.1, Business Associate shall document the information specified in Section 9.1.1, and shall maintain the information for six (6) years from the date of the Disclosure.
- 9.2 Business Associate shall provide to Covered Entity, within ten (10) business days after receipt of a written request from Covered Entity, information collected in accordance with Section 9.1.1 to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528.
- 9.3 If any Individual requests an accounting of disclosures directly from Business Associate or its agents or Subcontractors, Business Associate shall notify Covered Entity in writing within five (5) days of the receipt of the request, and shall provide the requested accounting of disclosures to the Individual(s) within 30 days. The information provided in the accounting shall be in accordance with 45 C.F.R. § 164.528.

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10. **COMPLIANCE WITH APPLICABLE FEDERAL AND STATE PRIVACY AND SECURITY RULES**

- 10.1 To the extent Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 C.F.R. Part 164, Business Associate shall comply with the requirements of Subpart E that apply to Covered Entity's performance of such obligation(s).
- 10.2 Business Associate shall comply with all HIPAA Rules and California Confidentiality Laws applicable to Business Associate in the performance of Services.

11. **AVAILABILITY OF RECORDS**

- 11.1 Business Associate shall make its internal practices, books, and records relating to the Use and Disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity available to the Secretary for purposes of determining Covered Entity's compliance with the Privacy and Security Regulations.
- 11.2 Unless prohibited by the Secretary, Business Associate shall immediately notify Covered Entity of any requests made by the Secretary and provide Covered Entity with copies of any documents produced in response to such request.

12. **MITIGATION OF HARMFUL EFFECTS**

- 12.1 Business Associate shall mitigate, to the extent practicable, any harmful effect of a Use or Disclosure of Protected Health Information by Business Associate in violation of the requirements of this Business Associate Agreement that is known to Business Associate.

13. **BREACH NOTIFICATION TO INDIVIDUALS**

- 13.1 Business Associate shall, to the extent Covered Entity determines that there has been a Breach of Unsecured Protected Health Information by Business Associate, its employees, representatives, agents or Subcontractors, provide breach notification to the Individual in a manner that permits Covered Entity to comply with its obligations under 45 C.F.R. § 164.404.
- 13.1.1 Business Associate shall notify, subject to the review and approval of Covered Entity, each Individual whose Unsecured Protected Health Information has been, or is reasonably believed to have been, accessed, acquired, Used, or Disclosed as a result of any such Breach.
- 13.1.2 The notification provided by Business Associate shall be written in plain language, shall be subject to review and approval by Covered Entity, and shall include, to the extent possible:
- (a) A brief description of what happened, including the date of the Breach and the date of the Discovery of the Breach, if known;
 - (b) A description of the types of Unsecured Protected Health Information that were involved in the Breach (such as whether full name, social security number, date of birth, home address, account number, diagnosis, disability code, or other types of information were involved);
 - (c) Any steps the Individual should take to protect him or herself from potential

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harm resulting from the Breach,

- (d) A brief description of what Business Associate is doing to investigate the Breach, to mitigate harm to individual(s), and to protect against any further Breaches; and
- (e) Contact procedures for individual(s) to ask questions or learn additional information, which shall include a toll-free telephone number, an e-mail address, Web site, or postal address.

13.2 Covered Entity, in its sole discretion, may elect to provide the notification required by Section 13.1 and/or to establish the contact procedures described in Section 13.1.2.

13.3 Business Associate shall reimburse Covered Entity any and all costs incurred by Covered Entity, in complying with Subpart D of 45 C.F.R. Part 164, including but not limited to costs of notification, internet posting, or media publication, as a result of Business Associate's Breach of Unsecured Protected Health Information; Covered Entity shall not be responsible for any costs incurred by Business Associate in providing the notification required by 13.1 or in establishing the contact procedures required by Section 13.1.2.

14. **DHCS REQUIREMENTS.**

14.1 Business Associate and Covered Entity shall comply with the DHCS Requirements provided on **Exhibit A** and **Exhibit B** to this Business Associate Agreement with regard to DHCS PSCI and PII received from Covered Entity. To the extent that any provisions of the DHCS Requirements in Exhibit A or Exhibit B conflict with other provisions of this Business Associate Agreement, the more restrictive requirement shall apply with regard to DHCS PSCI or PII received from Covered Entity.

15. **INDEMNIFICATION**

15.1 Business Associate shall indemnify, defend, and hold harmless Covered Entity, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, expenses (including attorney and expert witness fees), and penalties and/or fines (including regulatory penalties and/or fines), arising from or connected with Business Associate's acts and/or omissions arising from and/or relating to this Business Associate Agreement, including, but not limited to, compliance and/or enforcement actions and/or activities, whether formal or informal, by the Secretary or by the Attorney General of the State of California.

15.2 Section 15.1 is not intended by the parties to limit in any way the scope of Business Associate's obligations related to Insurance and/or Indemnification in the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

16. **OBLIGATIONS OF COVERED ENTITY**

16.1 Covered Entity shall notify Business Associate of any current or future restrictions or limitations on the Use or Disclosure of Protected Health Information that would affect Business Associate's performance of the Services, and Business Associate shall thereafter restrict or

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limit its own Uses and Disclosures accordingly.

- 16.2 Covered Entity shall not request Business Associate to Use or Disclose Protected Health Information in any manner that would not be permissible under Subpart E of 45 C.F.R. Part 164 or the California Confidentiality Laws if done by Covered Entity, except to the extent that Business Associate may Use or Disclose Protected Health Information as provided in Sections 2.3, 2.5, and 2.6.

17. TERM

- 17.1 Unless sooner terminated as set forth in Section 18, the term of this Business Associate Agreement shall be the same as the term of the applicable underlying Agreement, Contract, Participation Agreement, Master Agreement, Work Order, Purchase Order, or other service arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate. Such term shall apply to all such agreements entered into from time to time between the parties for the purpose of providing Services pursuant to the JPA.
- 17.2 Notwithstanding Section 17.1, Business Associate's obligations under Sections 11, 15, and 19 shall survive the termination or expiration of this Business Associate Agreement.

18. TERMINATION FOR CAUSE

- 18.1 In addition to and notwithstanding the termination provisions set forth in the applicable underlying Agreement, Contract, Participation Agreement, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, if either party determines that the other party has violated a material term of this Business Associate Agreement, and the breaching party has not cured the breach or ended the violation within the time specified by the non-breaching party, which shall be reasonable given the nature of the breach and/or violation, the non-breaching party may terminate this Business Associate Agreement.
- 18.2 In addition to and notwithstanding the termination provisions set forth in the applicable underlying Agreement, Contract, Participation Agreement, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, if either party determines that the other party has violated a material term of this Business Associate Agreement, and cure is not feasible, the non-breaching party may terminate this Business Associate Agreement immediately.

19. DISPOSITION OF PROTECTED HEALTH INFORMATION UPON TERMINATION OR EXPIRATION

- 19.1 Except as provided in Section 19.3, upon termination for any reason or expiration of this Business Associate Agreement, Business Associate shall return or, if agreed to by Covered entity, shall destroy as provided for in Section 19.2, all Protected Health Information received from Covered Entity, or created, maintained, or received by Business Associate on behalf of Covered Entity, that Business Associate, including any Subcontractor, still maintains in any form. Business Associate shall retain no copies of the Protected Health Information.
- 19.2 Destruction for purposes of Section 19.2 and Section 6.6 shall mean that media on which the Protected Health information is stored or recorded has been destroyed and/or electronic media have been cleared, purged, or destroyed in accordance with the use of a technology or methodology specified by the Secretary in guidance for rendering Protected Health information unusable, unreadable, or indecipherable to unauthorized individuals.

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19.3 Notwithstanding Section 19.1, in the event that return or destruction of Protected Health Information is not feasible or Business Associate determines that any such Protected Health Information is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities, Business Associate may retain that Protected Health Information for which destruction or return is infeasible or that Protected Health Information which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities and shall return or destroy all other Protected Health Information.

19.3.1 Business Associate shall extend the protections of this Business Associate Agreement to such Protected Health Information, including continuing to use appropriate safeguards and continuing to comply with Subpart C of 45 C.F.R Part 164 with respect to Electronic Protected Health Information, to prevent the Use or Disclosure of such information other than as provided for in Sections 2.5 and 2.6 for so long as such Protected Health Information is retained, and Business Associate shall not Use or Disclose such Protected Health Information other than for the purposes for which such Protected Health Information was retained.

19.3.2 Business Associate shall return or, if agreed to by Covered entity, destroy the Protected Health Information retained by Business Associate when it is no longer needed by Business Associate for Business Associate's proper management and administration or to carry out its legal responsibilities.

19.4 Business Associate shall ensure that all Protected Health Information created, maintained, or received by Subcontractors is returned or, if agreed to by Covered entity, destroyed as provided for in Section 19.2.

20. AUDIT, INSPECTION, AND EXAMINATION

20.1 Covered Entity reserves the right to conduct a reasonable inspection of the facilities, systems, information systems, books, records, agreements, and policies and procedures relating to the Use or Disclosure of Protected Health Information for the purpose determining whether Business Associate is in compliance with the terms of this Business Associate Agreement and any non-compliance may be a basis for termination of this Business Associate Agreement and the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, as provided for in section 18.

20.2 Covered Entity and Business Associate shall mutually agree in advance upon the scope, timing, and location of any such inspection.

20.3 At Business Associate's request, and to the extent permitted by law, Covered Entity shall execute a nondisclosure agreement, upon terms and conditions mutually agreed to by the parties.

20.4 That Covered Entity inspects, fails to inspect, or has the right to inspect as provided for in Section 20.1 does not relieve Business Associate of its responsibility to comply with this Business Associate Agreement and/or the HIPAA Rules or impose on Covered Entity any responsibility for Business Associate's compliance with any applicable HIPAA Rules.

20.5 Covered Entity's failure to detect, its detection but failure to notify Business Associate, or its

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detection but failure to require remediation by Business Associate of an unsatisfactory practice by Business Associate, shall not constitute acceptance of such practice or a waiver of Covered Entity's enforcement rights under this Business Associate Agreement or the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

- 20.6 Section 20.1 is not intended by the parties to limit in any way the scope of Business Associate's obligations related to Inspection and/or Audit and/or similar review in the applicable underlying Agreement, Contract, Participation Agreement, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.

21. MISCELLANEOUS PROVISIONS

- 21.1 Disclaimer. Covered Entity makes no warranty or representation that compliance by Business Associate with the terms and conditions of this Business Associate Agreement will be adequate or satisfactory to meet the business needs or legal obligations of Business Associate.
- 21.2 Federal and State Requirements. The Parties agree that the provisions under HIPAA Rules and the California Confidentiality Laws that are required by law to be incorporated into this Business Associate Agreement are hereby incorporated into this Agreement.
- 21.3 No Third-Party Beneficiaries. Nothing in this Business Associate Agreement shall confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.
- 21.4 Construction. In the event that a provision of this Business Associate Agreement is contrary to a provision of the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order, or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate, the provision of this Business Associate Agreement shall control. Otherwise, this Business Associate Agreement shall be construed under, and in accordance with, the terms of the applicable underlying Agreement, Contract, Master Agreement, Work Order, Purchase Order or other services arrangement, with or without payment, that gives rise to Contractor's status as a Business Associate.
- 21.5 Regulatory References. A reference in this Business Associate Agreement to a section in the HIPAA Rules means the section as in effect or as amended.
- 21.6 Interpretation. Any ambiguity in this Business Associate Agreement shall be resolved in favor of a meaning that permits the parties to comply with the HIPAA Rules and the California Confidentiality Laws.
- 21.7 Amendment. The parties agree to take such action as is necessary to amend this Business Associate Agreement from time to time as is necessary for Covered Entity or Business Associate to comply with the requirements of the HIPAA Rules and any other privacy laws governing Protected Health Information, including the California Confidentiality Laws.

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This Business Associates Agreement applies to all Participation Agreements between the County and CalMHSA.

AUTHORIZED SIGNORS:

PLUMAS COUNTY

Signed: Sharon Sosa Name (Printed): Sharon Sosa

Title: Interim Director Date: _____

Address: 270 County Hospital Road #109 Quincy, CA 95471

Phone: 530-283-6307 Email: SSosa@jckh.org

Signed: Kevin Goss Name (Printed): Kevin Goss

Title: Chair, Board of Supervisors Date: 6/14/2022

Attest: Heidi White, Clerk of the Board: Heidi White Date: 6.14.22

CONTRACTOR: CALIFORNIA MENTAL HEALTH SERVICES AUTHORITY (CalMHSA)

Signed: Dr. Amie Miller Name (Printed): Amie Miller, Psy.D., MFT

Title: Executive Director Date: 7/25/2022

Address: 1610 Arden Way, Suite 175, Sacramento, CA 95815 Phone: (279) 234-0700

Email: amie.miller@calmhsa.org

Approved as to form:

Joshua Brechtel
Joshua Brechtel
Deputy County Counsel I



**PLUMAS COUNTY
BEHAVIORAL HEALTH DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Che Shannon, Management Analyst II

MEETING DATE: March 5, 2024

SUBJECT: Approve and authorize Chair to ratify and sign an agreement between Plumas County Behavioral Health and Compassion Pathway Behavioral Health dba Anderson Creek Specialized Residential Facility. They will provide support for county clients who need intensive mental health crisis support and services. Effective 2/1/2024; not to exceed \$300,000.00; (No General Fund Impact) combination of Federal and State funding; approved as to form by County Counsel

Recommendation:

Approve and authorize Chair to ratify and sign an agreement between Plumas County Behavioral Health and Compassion Pathway Behavioral Health dba Anderson Creek Specialized Residential Facility. They will provide support for county clients who need intensive mental health crisis support and services. Effective 2/1/2024; not to exceed \$300,000.00; (No General Fund Impact) combination of Federal and State funding; approved as to form by County Counsel

Background and Discussion:

Psychiatric facilities are essential for meeting the immediate needs of individuals with intensive mental health crisis support and/or co-occurring conditions. These facilities provide medical monitoring and care for Plumas County clients who are at risk of harming themselves or others or who need support to care for themselves.

Psychiatric facilities give those residents access to treatments that help stabilize and support their medical needs while also getting them on a path to recovery.

California is experiencing a shortage of psychiatric beds coupled with lengthy wait lists for placement. It is particularly difficult to place a patient with criminal justice involvement who is experiencing physical health conditions into a psychiatric facility.

Behavioral Health is respectfully requesting to cast a wider net to contract with willing Northern California facilities. It is our hope that with more facilities we will be able to meet the needs of our clients when immediate needs arise.

Action:

Approve and authorize Chair to ratify and sign an agreement between Plumas County Behavioral Health and Compassion Pathway Behavioral Health dba Anderson Creek Specialized Residential Facility. They will provide support for county clients who need intensive mental health crisis support and services. Effective 2/1/2024; not to exceed \$300,000.00; (No General Fund Impact) combination of Federal and State funding; approved as to form by County Counsel.

Fiscal Impact:

No General Fund Impact combination of Federal and State funding;

Attachments:

1. 4047_001

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 Compassion Pathway Behavioral Health LLC, dba Anderson Creek SRF (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 \$ 300,000.00. CONTRACTOR or subcontractor of CONTRACTOR shall not submit a claim to, or demand or otherwise collect reimbursement from, the beneficiary or persons acting on behalf of the beneficiary for any specialty or related administrative services provided under this contract, except to collect other health insurance coverage, share of cost, and co-payments

Term. The term of this Agreement commences February 1, 2024, and shall remain in effect through June 30, 2025, unless terminated earlier pursuant to this Agreement. County's Board of Supervisors hereby ratifies, and approves for payment, services provided by Contractor from February 1, 2024, to the date of approval of this Agreement by the Board of Supervisors.

3. **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.
4. **Conditions for Eviction.**
 - a. The licensee/administrator of the facility may, upon thirty (30) days written notice to the client, evict the client for one or more of the following reasons:
 - 1) Nonpayment of the rate for basic services within ten days of the due date.

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- 2) Failure of the client to comply with the provisions of the Admission Agreement.
 - 3) Failure of the client to comply with state or local law after receiving written notice of the alleged violation.
 - 4) Failure of the client to comply with the written general policies of the facility which are for the purpose of making it possible for clients/residents to live together.
 - 5) Inability of the licensee to meet the client's needs. Based upon a reassessment of the client's needs, conducted pursuant to applicable regulations, the licensee/administrator of the facility and the person who performs the assessment determine that the facility is not appropriate for the client and the client has been given the opportunity to relocate.
 - 6) Nonadherence to stipulations in client's individual needs and services plan.
 - 7) Change of use of the facility.
- b. The licensee/administrator of the facility may, upon obtaining prior and/or documented telephone approval from the licensing agency, evict the client upon three (3) days written notice to quit. The licensing agency may grant approval for the eviction upon a finding of good cause. Good cause exists if the client is engaging in behavior which is a threat to the mental and/or physical health or safety of himself/herself or to others in the facility.
 - c. The licensee/administrator of the facility shall, in addition to either serving thirty (30) days notice or seeking approval from the Department and serving three (3) days notice on the client, notify or mail a copy of the notice to quit to the client's authorized representative, if any. Additionally, a written report of any eviction shall be sent to the licensing agency within five (5) days. The licensee/administrator of the facility shall set forth in the notice to quit the reasons relied upon for the eviction with specific facts to permit determination of the date, place, witnesses, and circumstances.
 - d. A client evicted from the facility may not appeal the decision, but will be advised to contact the California Department of Social Services and the California Department of Health Care Services if they wish to appeal the facility's decision. However, a client whose needs are not able to be met in the facility may be relocated to a more suitable facility.
5. Non-Appropriation of Funds. It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be

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

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

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negligent act, error or omission, whether active or passive of County Parties. Contractor shall have no obligation, however, to defend or indemnify County Parties from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of County Parties.

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

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

policy shall contain any endorsements necessary to effectuate this provision. The primary and non-contributory endorsement shall be at least as broad as ISO Form 20 01 04 13; and

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

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

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

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

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

County:

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

Contractor:

Ifeanyi Ezeani, DBA-HCM, CEO
Compassion Pathway Behavioral Health LLC
5410 White Lotus Way
Elk Grove, CA 95757

____ COUNTY INITIALS

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CONTRACTOR INITIALS ____

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 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.

PCBH2425ANDERSON CREEK

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

CONTRACTOR:

Compassion Pathway Behavioral Health LLC,
dba Anderson Creek SRF

By: _____
Name: Ifeanyi Ezeani
Title: Chief Executive Officer/
Chief Financial Officer
Date signed:

COUNTY:

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

By: Sharon R. Sousa, LMFT
Name: Sharon Sousa, LMFT
Title: Behavioral Health Director
Date signed: 02/22/2024

APPROVED AS TO CONTENT:

Name: Greg Hagwood
Title: Chair, Board of Supervisors
Date signed:

ATTEST:

Name: Allen Hiskey
Title: Clerk, Board of Supervisors
Date signed:

Approved as to form:

Craig Settemire
Craig Settemire
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"), Compassion Pathway Behavioral Health LLC, dba Anderson Creek SRF referred to herein as Business Associate ("BA"), dated February 1, 2024.

RECITALS

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

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

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

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

1. Definitions

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

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

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

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

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

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

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

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

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

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

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

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

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

2. Obligations of Business Associate

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3. **Termination**

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

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

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

4. **Disclaimer**

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

5. **Certification**

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

6. **Amendment**

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

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

7. Assistance in Litigation of Administrative Proceedings

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

8. No Third-Party Beneficiaries

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

9. Interpretation

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

PCBH2425ANDERSON CREEK

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

COVERED ENTITY

Name: Sharon Sousa, LMFT
Title: Behavioral Health Director
Address: 270 County Hospital Road, Suite 109
Quincy, California 95971
Signed: *Sharon R. Sousa, LMFT*
Date: 02/22/2024

BUSINESS ASSOCIATE

Name Ifeanyi Ezeani – DBA-HCM
Title: Chief Executive Officer
Address: 5410 White Lotus Way
Elk Creek, CA 95814
Signed: _____
Date: _____

COUNTY INITIALS

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CONTRACTOR INITIALS

EXHIBIT A - SCOPE OF WORK

Scope of Work narrates the work/duties that will be performed by the Provider and the work/duties that the County will perform. After approval of this bid, the Provider and the County may, upon agreement by both parties, modify this Scope of Work during the development of the Plan of Operation; however, all services must be within the scope and level of care defined in California Code of Regulation for MHRCs.

Provider Responsibilities

The following are our responsibilities as a provider; these responsibilities cover both Basic and Enhanced Services required by the County.

Scope of Services

Help Clients gain the skills and ability necessary to remain out of higher level locked placement facilities, such as Institutes of Mental Disease and Mental Health Rehabilitation Centers, and to move into a less restrictive living arrangement in the community. This should be accomplished by helping each County client develop independent living skills and improve their quality of life. County clients will be treated with respect in a monitored and safe environment. The MHRC will provide support for County Clients who need intensive mental health crisis services, intervention, and support that will help them manage their symptoms better and train County Clients to develop independent living skills. Services may be provided one-on-one or in groups. The program will be configured to meet the individual needs of each County Client, and may include, but is not limited to:

- Individual and Group Counseling
- Individual and Group therapy
- Counseling with Clients and Family Members
- Crisis Intervention and Stabilization
- Self-control and Symptom Management
- Prevocational or Vocational Counseling
- Self-Advocacy
- Budgeting and Money management
- Nutrition Education
- Medication Education
- Sex Education
- Personal grooming and hygiene
- Community Living and Interpersonal Skills
- Planned Activities that include indoor/outdoor games and physical exercises to maintain physical health and wellness.

Additionally, the Contractor will comply with all other service needs for operation of the MHRC and support for the County Clients, including but not limited to:

- Preparing three (3) meals and three (3) nutritional snacks each day and providing

County clients and the County's designated staff/case manager with a calendar of meals and snacks

- Providing housekeeping and laundry
- Transport County clients to appointments as needed.
- Arranging for daily activities and providing County Clients and the County's designated staff/case manager with a calendar of daily activities
- Assisting with medication, including administration, ordering, monitoring for side effects, and reporting medication non-compliance to the County's designated staff/case manager and conservator if applicable
- Supporting County clients in scheduling and attending medical, dental, and other appointments, and providing advocacy as needed
- Providing close supervision of an intensive interaction with County Clients who may require the management of more difficult or complex behavioral problems, reporting any concerns to the County's designated staff/case manager, and conservator if applicable, and developing and implementing any needed behavior plans to decrease exhibited negative or aggressive behaviors.
- Maintaining individual County client's records in accordance with County and State requirements
- Participating with the County in regularly scheduled meetings with the County's designated staff, conservators, and/or other entities with whom the County Client is involved (e.g., Probation) to assess the progress and ongoing needs of County Clients.

Staff shall prominently post and provide to each County client and their natural support network (e.g., family, designated County staff, Probation, conservator if applicable) information regarding how to contact MHRC staff in case of any County Client-specific concerns or emergencies. The MHRC shall also display all other required posters and/or notifications, such as County grievance forms.

Staffing and Training

As mandated by the California Code of Regulations, we will provide twenty-four (24) hour staff coverage, seven (7) days per week, with supportive, supervisory, and medication support services intended to prepare County Clients to transition from the facility to independent community living.

To comply with applicable State laws and regulations, we will have nurses and mental health workers on the premises for the hours necessary to manage and operate the facility in compliance with applicable laws and regulations. The MHRC Director or a designated substitute, with qualifications adequate to be responsible for the management and administration of the facility, must be on site 40 hours per week. Any change of Director will be reported to the DHCS/licensing agency and the County in writing within thirty (30) days prior to a change of Director.

California law requires that facility personnel, at all times, be sufficient in numbers, qualifications, and competency to provide the services necessary to meet individual client needs, and to ensure their health, safety, comfort, and supervision. Staff qualifications and the number of staff on-site will be adjusted as needed to adhere to all regulations outlined in the CCR Title 9, Section 786.12 for rehabilitation program staff, and CCR Title 9, Section 786.19 for activities program staff.

All the facility's staff will receive Crisis Prevention and Intervention training and be required to be CPR and First Aid certified. Staff classifications will be within the scope of practice for the duties performed, including supervisory and other support services. The Facility will always have a licensed nurse present, to provide skilled nursing services as needed.

Staff will be highly competent, caring, and compassionate, with experience working with individuals with serious mental illness and co-occurring disorders. As may be necessary, staffing can be adjusted upward when needed to prevent crisis situations or other occurrences that could lead to acute hospitalization or loss of housing for any County clients.

Staff will be properly equipped on how to effectively work with County clients who have mental health illnesses and be trained on all relevant operational requirements of an MHRC, including but not limited to medication support services, principles of nutrition, housekeeping and sanitation, personal care and hygiene, supportive and individualized supports, residential treatment plans, and activities beyond basic living and personal care, County client safety measures, and the provision of excellent client care.

County Responsibilities

The county's responsibilities at this time, as known by the Provider include but are not limited to the following:

- The County is responsible for ensuring the clients meet the criteria for placement in the MHRC.
- The County must ensure that the client is medically cleared to be placed in an MHRC.
- The County is responsible for all payments for services that are not included in the bundled rate, such costs are associated with all clients' medical, dental, vision, laboratory, and any other service outside the Provider's Scope of Services.
- The County will be responsible for reimbursing the MHRC any costs associated with care outside the Scope of Services outlined in this proposal; such costs can include the purchase of reading glasses, clothes, or shoes for the clients.
- The County Public Guardian must be available to the MHRC staff, 7 days a week and 24 hours a day.

The county will be responsible for collaborating with local authorities to locate clients who eloped from the facility or did not return to the facility after a predetermined time.

EXHIBIT B

Cost of services

The services we will provide will meet the services standard outlined in CCR Title 9, Section 786.120. The services include a range of activities and services that support clients in restoring, improving, and/or preserving interpersonal and independent living skills and accessing community support systems. The timing, frequency, and duration of the various types of services provided to each client will depend on the acuity and individual needs of each client.

The services will be included in a single daily bundle; these services shall include but not be limited to:

- Monthly Psychiatric Evaluation/Assessment
- Medication management
- Individual and Group Counseling
- Individual and Group therapy
- Counseling with Clients and Family Members
- Crisis Intervention and Stabilization
- Self-control and Symptom Management
- Prevocational or Vocational Counseling
- Client Advocacy
- Budgeting and Money management
- Nutrition Education
- Medication Education
- Sex Education
- Personal grooming and hygiene
- Community Living and Interpersonal Skills
- Planned Activities that include indoor/outdoor games and physical exercises to maintain physical health and wellness.

The following is the breakdown of the daily rates for services, for each client Description Fiscal Year Frequency Rate

Bundled Services with Purchased Beds FY 23/24 Daily \$395.00

Bundled Services Non-Purchased Beds FY 23/24 Daily \$434.50

Bundled Services with Purchased Beds FY 24/25 Daily \$414.75

Bundled Services Non-Purchased Beds FY 24/25 Daily \$456.22

The rates stated above include monthly psychiatric evaluation, assessment, and medication management by a psychiatrist.

Additional Psychiatric Services Additional psychiatric services, provided by a psychiatrist, will be provided to clients “as needed” to prevent sending the clients to higher level or acute care facilities.

These services will be billed at 15 minutes increments. The rate shall be \$150 per 15 minutes, not to exceed 60 minutes per week or 240 minutes per month.

If beneficial to the client, the County may authorize additional psychiatric services for more than 240 minutes in a month, upon agreement with both the County and the Provider's agreement.

INVOICING AND PAYMENT:

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

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

CPBH and CVL SRF Rates

Rates for Services

The following are the 2023/2024 rates for services provided to Counties' Medi-Cal eligible clients with mental health illness:

- Daily rates for adult residential treatment services: \$375/day per client
- Medication support services rates:

Code	Time Associated with Code (Mins) for Purposes of Rate	Psychiatrist/ Contracted Psychiatrist	Physicians Assistant	Nurse Practitioner	LVN	Licensed Psychiatric Technician	Mental Health Rehab Specialist
PROVIDER TYPE HOURLY							
99205	60	\$ 1,137.33	\$ 647.27	\$ 717.66	\$ 242.69	\$ 208.05	\$ 222.70
99212	15	\$ 1,137.33	\$ 647.27	\$ 717.66			
99214	30	\$ 284.33	\$ 161.81	\$ 179.41			
H0033	15	\$ 663.44	\$ 323.62	\$ 358.82			
H0034	15	\$ 284.33	\$ 161.81	\$ 179.41	\$ 60.67	\$ 52.01	\$ 55.68
		\$ 284.33	\$ 161.81	\$ 179.41	\$ 60.67	\$ 52.01	

- Board and care (SSI/SSP \$1069.37 monthly): \$1324.82/month

NOTES:

- We expect that the Counties we serve do participate in the Federal Financial Participation program in order to receive the Medi-Cal maximum reimbursements for the cost of adult residential treatment services.
- The client must be eligible for SSI/SSP to pay for board and care cost; otherwise, these costs will be paid by the referring County.
- Daily rates may be discounted based on the purchase of dedicated beds.

Please, contact me at 530-888-5000 or iezeani@cpbh.net with questions.

Thank you,

Ifeanyi Ezeani



**PLUMAS COUNTY
CLERK OF THE BOARD OF SUPERVISORS
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors
FROM: Allen Hiskey, Clerk of the Board
MEETING DATE: March 5, 2024
SUBJECT: Approve the Meeting Minutes for all meetings held in February 2024, as submitted.

Recommendation:

Approve the Meeting Minutes for all meetings held in February 2024, as submitted.

Background and Discussion:

The Board of Supervisors approves the Meeting Minutes as presented.

Action:

Approve the Meeting Minutes for all meetings held in February 2024, as submitted.

Fiscal Impact:

No General Fund Impact.

Attachments:

1. Minutes 02-06-2024
2. Minutes 02-13-2024
3. Minutes 02-20-2024



Board of Supervisors

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

MEETING MINUTES

ADJOURNED REGULAR MEETING OF THE BOARD OF SUPERVISORS COUNTY OF PLUMAS, STATE OF CALIFORNIA HELD IN QUINCY ON FEBRUARY 6, 2024

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

Although the County strives to offer remote participation, be advised that remote Zoom participation is provided for convenience only. In the event of a technological malfunction, the only assurance of live comments being received by the Board is to attend in person or submit written comments as outlined below. Except for a noticed, teleconference meeting, the Board of Supervisors reserves the right to conduct the meeting without remote access if we are experiencing technical difficulties.

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

Public Comment Opportunity/Written Comment

Members of the public may submit written comments on any matter within the Board's subject matter jurisdiction, regardless of whether the matter is on the agenda for Board consideration or action. Comments will be entered into the administrative record of the meeting. Members of the public are strongly encouraged to submit their comments on agenda and non-agenda items using e-mail address

Public@countyofplumas.com

CALL TO ORDER

Roll Call.

Present: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel

PLEDGE OF ALLEGIANCE

M. DeMartile led the Pledge of Allegiance.

ADDITIONS TO OR DELETIONS FROM THE AGENDA

Chair Hagwood has requested that Item 4.B.1 be moved after Department Head Announcements/Reports

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.

Pastor George - offered prayer

A. Carey - made comment about sending emails to Board members and not receiving any corrective actions regarding her concerns. <https://plumascounty.us/ArchiveCenter/ViewFile/Item/18103>

DEPARTMENT HEAD ANNOUNCEMENTS/REPORTS

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

M. Demartile (County Clerk Recorder/ Registrar of Voters) updated the Board on the upcoming election that ballots have been mailed out February 5, 2024. Residents have until February 14-15, 2024 to remedy any concerns about their ballots. She also informed the Board of current safety protocols that her office has in place regarding the receipt of incoming mail.

S. McKay (Interim Librarian) updated the Board on the recent Book Fair being a success and that the Library will be holding others on March 13, 2024, and April 18, 2024.

ACTION AGENDA

1. UPDATES AND REPORTS

A. DISASTER RECOVERY OPERATIONS

Report and update Dixie Fire Recovery efforts; receive report and discussion

No Report Provided.

B. PLUMAS COUNTY BUSINESS AND ECONOMIC DEVELOPMENT

Report and update on Dixie Fire Business and Economic Recovery efforts.

C. Koble - handout <https://plumascounty.us/ArchiveCenter/ViewFile/Item/18093>
<https://plumascounty.us/ArchiveCenter/ViewFile/Item/18104>

C. DIXIE FIRE COLLABORATIVE

Report, update, and discussion on Dixie Fire Collaborative efforts

P. Joseph - commented on Ordinance 22-1146

<https://plumascounty.us/ArchiveCenter/ViewFile/Item/17429>

D. US FOREST SERVICE

Report and update.

No Report Provided.

E. MUNIS HR/PAYROLL MODULE UPDATE

Report and update on Pentamotion, Tyler/Munis software migration and efforts.

CAO Lucero - commented on having an 8-hour training session to correct the errors found during the recent audit. Fast tracking training.

M. Graham (Auditor/Controller) - commented on W-2 forms were mailed out, and that there were going to be potential errors.

F. COUNTY TREASURER'S REPORT

Report and update from County Treasurer regarding the assessing, collecting, safekeeping, management, or disbursement of public funds, including investment reporting and an investment policy.

No Report Provided.

G. FINANCIAL/AUDIT REPORT

Report from County Departments regarding the County's Financial and audit status.

M. Graham (Auditor/Controller) - commented on the recent Smith & Newell audit

H. BOARD OF SUPERVISORS

- 1) **Time Certain: 11:00 a.m.** Receive Presentation from the League of Women Voters of Plumas County 2023 Essay Contest Winners and Honorable Mentions. Essay topic is "Does Social Media use have an impact on the mental health of adolescents?"

Grades 9 & 10 Grand Prize Winner - Madeline Blaufass. Honorable Mention - Cheyanne Ellison

Grades 11 & 12 Grand Prize Winner - Addison Gay. - Honorable Mention - Daniel Nickerson

The winning contestants read their essays to the Board.

I. PUBLIC HEALTH AGENCY

- 1) Emergency Medical Care Committee Chairperson Sam Blesse will be providing an update to the Board of Supervisors regarding the Ambulance Service in the Chester/Lake Almanor basin.

Public Comment - D. Kearns commented on ambulance response times in Chester.

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.

Motion: Approve the following consent matters, as submitted, **Action:** Approve, **Moved by** None, **Seconded by** None.

Vote: Motion carried by unanimous roll call vote (**summary:** Yes = 5).

Yes: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.

A. CODE ENFORCEMENT

- 1) Approve and authorize Chair to ratify and sign an agreement between Plumas County Code Enforcement and Axles Boneyard, LLC for the Vehicle Abatement Services Towing Contract; effective August 1, 2023; not to exceed \$10,000.00; (No General Fund Impact) Abatement of Abandoned Vehicles Funds; approved as to form by County Counsel.
- 2) Approve and authorize Chair to ratify and sign an agreement between Plumas County Code Enforcement and Axles Boneyard, LLC for the Vehicle Abatement Services Dismantling Contract; Not to exceed \$10,000.00; effective August 1, 2023; (No General Fund Impact) Abatement of Abandoned Vehicle Funds; approved as to form by County Counsel.

B. BEHAVIORAL HEALTH

- 1) Approve and authorize Chair to ratify and sign an agreement between Plumas County Behavioral Health and Dr. Kwame Buabeng for the purpose of providing psychiatric evaluations in the correctional facility, to conserve population, medical management and provide prescription medication via tele-psychiatry; effective November 1, 2023; not to exceed 350,000.00; (No General Fund Impact) combination of state and federal funds; approved as to form by County Counsel.
- 2) Approve and authorize Chair to ratify and sign an agreement between Plumas County Behavioral Health and California Hearing Officers for certification review hearings for psychiatric patients involuntarily detained at any Plumas County hospital. Effective February 1, 2024; not to exceed \$30,000.00; (No General Fund Impact) as approved in FY 23/24, budget costs associated with this matter are covered by a combination of federal and state funds; approved as to form by County Counsel.

- 3) Approve and authorize Behavioral Health to recruit and fill, funded and allocated, vacant one (1.0) FTE Office Supervisor position, due to resignation; (No General Fund Impact) as approved in FY23/24 budget.

C. CLERK OF THE BOARD

- 1) Review and approve Board of Supervisors Policy and Procedures for Agenda Preparation and Submittal; discussion and possible action.
- 2) Approve the Meeting Minutes for all meetings held in January 2024, as submitted.

D. BOARD OF SUPERVISORS

- 1) Approve and authorize Chair to sign an agreement between Plumas County Board of Supervisors/County Administration Office and UBEO, West LLC, for the Lease and Maintenance of one (1) Canon ImageRunner Advance DX C5850i; effective February 6, 2024, and continuing for 36 months; not to exceed \$24,378.12; (General Fund Impact) as approved in (FY23/24) budget; approved as to form by County Counsel.

E. COUNTY COUNSEL

- 1) Approve and authorize Chair to sign an agreement between Plumas County Counsel and UBEO West, LLC for the Lease and Maintenance of one (1) Canon ImageRunner Advance DX C3930i; effective February 6, 2024, and continuing for 36 months; not to exceed \$15,000.00; (General Fund Impact) as approved in (FY23/24) budget; approved as to form by County Counsel.

F. PLUMAS COUNTY LIBRARY

- 1) Approve and authorize the Interim County Librarian to recruit and fill the vacant one (1.0) Extra-Help Courier position due to resignation.; (No General Fund Impact) as approved in the FY23/24 budget.
- 2) Approve and authorize the Interim County Librarian to recruit and fill the vacant Extra Help Literacy Program Assistant position for the Quincy Branch.
- 3) Approve and authorize the Interim County Librarian to recruit and fill the Extra-Help Quincy Branch Library Aide position.
- 4) Approve and authorize the Interim County Librarian to recruit and fill the Extra-Help Library Aide position for the Greenville Temporary Location.

G. BUILDING SERVICES DEPARTMENT

- 1) Approve and authorize the Building Services Department to recruit and fill, funded and allocated, vacant one (1.0) permanent FTE Building Inspector, due to employee promotion; (General Fund Impact) as approved in FY23-24 budget.

H. SOCIAL SERVICES

- 1) Approve and authorize Chair to ratify and sign an agreement between Plumas County Social Services and William Abramson for legal representation; effective February 1, 2024; not to exceed \$100,100.00; (No General Fund Impact) State Funding; approved as to form by County Counsel.

I. PUBLIC WORKS/ROAD

- 1) Approve and authorize Chair to sign an agreement between Plumas County Public Works and Dirt and Aggregate Interchange, Inc. to perform guardrail repair services along the Gold Lake Forest Highway; not to exceed \$262,262.00; No General Fund Impact, approved as to form by County Counsel.

J. SOLID WASTE

- 1) Approve and authorize Chair to ratify and sign a Professional Services Agreement between Plumas County and Vestra Resources, Inc. for sampling and monitoring work at Chester and Gopher Hill Landfills. Not to exceed three hundred fifty thousand, nine hundred ninety & no cents (\$350,990.00). No General Fund impact, approved as to form by County Counsel; discussion and possible action.

K. PUBLIC HEALTH AGENCY

- 1) Approve and authorize Chair to ratify and sign an agreement between Plumas County Public Health Agency and Larry Wayne Masterman for ICS 300 and ICS 400 Intermediated Incident Command System training; effective November 1, 2023; not to exceed \$15,400.00; (No General Fund Impact) (PHEP & HPP Funds); approved as to form by County Counsel.
- 2) Adopt **RESOLUTION** to amend Fiscal Year 2023-24 Plumas County position allocation for the Public Health Agency, Budget Unit 70560, 70561, and 70566; (No General Fund Impact) (PHEP HPP); approved as to form by County Counsel.

Motion: Adopt [**RESOLUTION No. 24-8888**](#) to amend Fiscal Year 2023-24 Plumas County position allocation for the Public Health Agency, Budget Unit 70560, 70561, and 70566; (No General Fund Impact) (PHEP HPP); approved as to form by County Counsel. , **Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 2 Goss.

Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 5).

Yes: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.

L. FACILITY SERVICES

- 1) Adopt **RESOLUTION** Approving Application(s) for Per Capita Grant Funds; No General Fund impact; approved as to form by County Counsel.

Motion: Adopt [**RESOLUTION No. 24-8889**](#) Approving Application(s) for Per Capita Grant Funds; No General Fund impact; approved as to form by County Counsel., **Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 2 Goss.

Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 5).

Yes: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.

- 2) Approve and authorize the Department of Facility Services & Airports to pay Silver State International for a non-contract invoice in the amount of \$2,602.70 for repair of the plow truck at the Chester Airport. (No General Fund impact) discussion and possible action.

M. PLANNING

- 1) Approve and authorize Chair to sign amendment no. 1 to funding agreement between Plumas County (Planning) and Plumas Crisis Intervention & Resource Center (PCIRC) for Dragonfly Cafe project due to extension of time and to include additional CDGB required contractual terms; No General Fund Impact as funding comes under CARES Act CDBG-CV2-3 grant; approved as to form by County Counsel.

3. SPECIAL DISTRICTS GOVERNED BY BOARD OF SUPERVISORS

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

A. ADJOURN AS THE BOARD OF SUPERVISORS

B. CONVENE AS THE BECKWOURTH COUNTY SERVICE AREA

- 1) Approve and authorize Beckwourth CSA to accept dedication by Plumas National Forest of Off-site Sewer Infrastructure; No General Fund Impact; discussion and possible action.

Motion: Approve and authorize Beckwourth CSA to accept dedication by Plumas National Forest of Off-site Sewer Infrastructure; No General Fund Impact; discussion and possible action., **Action:** Approve, **Moved by** Supervisor - District 3 McGowan, **Seconded by** Supervisor - District 2 Goss. **Vote:** Motion Passed by unanimous roll call vote (**summary:** Yes = 5). **Yes:** Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.

C. ADJOURN AS THE BECKWOURTH COUNTY SERVICE AREA GOVERNING BOARD

D. CONVENE AS CSA #12 GOVERNING BOARD

- 1) Approve and authorize Chair to sign Amendment #3 to the transit operations contract between Plumas Rural Services and CSA #12 extending the term by one year; No General Fund Impact; approved as to form by County Counsel; discussion and possible action.

Motion: Approve and authorize Chair to sign Amendment #3 to the transit operations contract between Plumas Rural Services and CSA #12 extending the term by one year; No General Fund Impact; approved as to form by County Counsel; discussion and possible action., **Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 2 Goss.

Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 5).

Yes: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.

Jim Graham made comments

E. ADJOURN AS CSA #12 GOVERNING BOARD AND RECONVENE AS THE BOARD OF SUPERVISORS

4. DEPARTMENTAL MATTERS

A. INFORMATION TECHNOLOGY - Gregory Ellingson

- 1) Approve and authorize Plumas County Information Technology to pay ArchiveSocial, LLC a non-contract invoice for \$7188.00 for continued archiving of all County-owned social media posts, messages, and associated metadata for regulatory compliance; (General Fund Impact) as approved in the FY23/24 IT Budget.

Motion: Approve and authorize Plumas County Information Technology to pay ArchiveSocial, LLC a non-contract invoice for \$7188.00 for continued archiving of all County-owned social media posts, messages, and associated metadata for regulatory compliance; (General Fund Impact) as approved in the FY23/24 IT Budget., **Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 2 Goss.

Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 5).

Yes: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.

Public Comment - D. Kearns commented on how data is stored in Plumas County.

- 2) Approve and authorize Plumas County Information Technology to pay Stericycle, Inc. a non-contract invoice not to exceed \$5000.00 for proper disposal of accumulated hard drives; (General Fund Impact) not approved in the FY23/24 IT Budget.

Motion: Approve and authorize Plumas County Information Technology to pay Stericycle, Inc. a non-contract invoice not to exceed \$5000.00 for proper disposal of accumulated hard drives; (General Fund Impact) not approved in the FY23/24 IT Budget., **Action:** Approve, **Moved by** Supervisor - District 3 McGowan, **Seconded by** Supervisor - District 2 Goss.

Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 5).

Yes: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.

B. ELECTIONS - Marcy DeMartile

- 1) Adopt **RESOLUTION** Authorizing the Plumas County Clerk to Conduct a Special Vote By Mail Election on May 7, 2024, within the Boundaries of the Chester Public Utility District, placing measures before the voters in the District, imposing a special tax for fire and emergency medical services; (General Fund Impact) as approved in FY23-24 budget; approved as to form by County Counsel. **Roll call vote**

Motion: Adopt **RESOLUTION No. 24-8890** Authorizing the Plumas County Clerk to Conduct a Special Vote By Mail Election on May 7, 2024, within the Boundaries of the Chester Public Utility District, placing measures before the voters in the District, imposing a special tax for fire and emergency medical services; (General Fund Impact) as approved in FY23-24 budget; approved as to form by County Counsel. **Roll call vote**, **Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 3 McGowan.

Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 5).

Yes: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.
Supervisor McGowan - commented on voting procedures.

K. Green - commented on several concerns regarding CUPD.

Handout: <https://plumascounty.us/ArchiveCenter/ViewFile/Item/18101>

Email Handout: <https://plumascounty.us/ArchiveCenter/ViewFile/Item/18105>

C. PROBATION - Keevin Allred

- 1) Approve and authorize Plumas County Probation to pay Tehama County Probation non-contract invoices in the amount of \$34,203.90 for Juvenile wards within Tehama Juvenile Hall from February 2023 through November 2023, and upfront costs for the secure track youth program via SB823 in the amount of \$50,000.00; No General Fund Impact, Juvenile Hall invoices to be paid from the Youthful Offender Block Grant, secure track costs to be paid from Division of Juvenile Justice Realignment Block Grant as budgeted in Fiscal Year 2023-2024; discussion and possible action.

D. BUILDING SERVICES DEPARTMENT - Michael Coelho

- 1) Pursuant to the "Plumas County Overnight Vehicle Assignment Policy", authorize the Building Official to assign a permanent vehicle to the Building Inspector for reasons of efficiency, economy, and safety; discussion and possible action.

Motion: Pursuant to the "Plumas County Overnight Vehicle Assignment Policy", authorize the Building Official to assign a permanent vehicle to the Building Inspector for reasons of efficiency, economy, and safety; discussion and possible action., **Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 3 McGowan.

Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 5).

Yes: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.

E. PLANNING - Tracey Ferguson

- 1) Approve and authorize Chair to sign an agreement between Plumas County (Planning) and Land Logistics, Inc. for Surface Mining and Reclamation Act (SMARA) local agency mining operations permit management services; effective February 6, 2024; not to exceed \$50,000; General Fund Impact as approved in FY23/24 Planning Department budget; approved as to form by County Counsel; discussion and possible action.

Motion: Approve and authorize Chair to sign an agreement between Plumas County (Planning) and Land Logistics, Inc. for Surface Mining and Reclamation Act (SMARA) local agency mining operations permit management services; effective February 6, 2024; not to exceed \$50,000; General Fund Impact as approved in FY23/24 Planning Department budget; approved as to form by County Counsel; discussion and possible action., **Action:** Approve, **Moved by** Supervisor - District 3 McGowan, **Seconded by** Supervisor - District 2 Goss.

Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 5).

Yes: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.

Several Public Comments, including two on Zoom concerning invested mining rights.

- 2) Approve and authorize Chair to sign an agreement between Plumas County (County Administrative Officer) and Best Best & Krieger (BBK) for services in assisting County with a determination of vested mining rights for the Engels-Superior Mines; effective February 6, 2024; not to exceed \$35,000; General Fund Impact under County Administrative Officer (General Services) in FY23/24 budget and an Advance Conflict Waiver; approved as to form by County Counsel; discussion and possible action.

Motion: Approve and authorize Chair to sign an agreement between Plumas County (County Administrative Officer) and Best Best & Krieger (BBK) for services in assisting County with a determination of vested mining rights for the Engels-Superior Mines; effective February 6, 2024; not to exceed \$35,000; General Fund Impact under County Administrative Officer (General Services) in FY23/24 budget and an Advance Conflict Waiver; approved as to form by County Counsel; discussion and possible action., **Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 2 Goss.

Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 5).

Yes: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.

Zoom public comment regarding invested mining rights.

F. TREASURER/TAX COLLECTOR - Julie White

- 1) Approve and authorize Chair to sign an agreement between Plumas County Treasurer-Tax Collector's office and Emphasys Computer Solutions, Inc. for investment software (SYMPRO);, and Authorize Treasurer-Tax Collector to sign the License Agreement effective February 6, 2024; not to exceed \$90,000 for 3 years; (General Fund Impact) as approved in F/Y 2023/2024 budget; approved as to form by County Counsel; discussion and possible action.

Motion: Approve and authorize Chair to sign an agreement between Plumas County Treasurer-Tax Collector's office and Emphasys Computer Solutions, Inc. for investment software (SYMPRO);, and Authorize Treasurer-Tax Collector to sign the License Agreement effective February 6, 2024; not to exceed \$90,000 for 3 years; (General Fund Impact) as approved in F/Y 2023/2024 budget; approved as to form by County Counsel; discussion and possible action., **Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 3 McGowan.

Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 5).

Yes: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.

- 2) Approve the updated Plumas County Treasurer's Investment Policy and Guidelines; discussion and possible action.

Motion: Approve the updated Plumas County Treasurer's Investment Policy and Guidelines; discussion and possible action., **Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 2 Goss.

Vote: Motion Failed by split vote (**summary:** Yes = 2 No = 3).

Yes: Supervisor - District 2 Goss, Supervisor - District 5 Engel.

No: Supervisor - District 1 Ceresola, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood.

Public Comment - K. Trutna commented regarding the policy and procedures.

M. Graham (Auditor-Controller) commented on the policy and procedures.

T. Johns (Sheriff) - commented on the policy and procedures.

- 3) Adopt **RESOLUTION** Authorizing the Investment of County Funds and Funds of other Depositors for calendar year 2024.; (No General Fund Impact) approved as to form by County Counsel; discussion and possible action. **Roll call vote**

This item was pulled at the request of the Treasurer/Tax Collector.

- 4) Request approval of the Board of Supervisors to pay all legal counsel fees incurred by the Treasurer-Tax Collector; appropriate the funds from the 2023-2024 budget and authorize the Auditor's office to pay the invoice and any further invoices to Lewis, Brisbois, Bisgaard & Smith, LLP; discussion and possible action.

Motion: Request approval of the Board of Supervisors to pay all legal counsel fees incurred by the Treasurer-Tax Collector; appropriate the funds from the 2023-2024 budget and authorize the Auditor's office to pay the invoice and any further invoices to Lewis, Brisbois, Bisgaard & Smith, LLP; discussion and possible action., **Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 2 Goss.

Vote: Motion Failed by split vote (**summary:** Yes = 2 No = 3).

Yes: Supervisor - District 2 Goss, Supervisor - District 5 Engel.

No: Supervisor - District 1 Ceresola, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood.

D. Hollister (District Attorney) made a comment.

Public Comment - R. Foster commented on putting feelings aside.

Mr. Bakes (Ms. White's attorney) appeared to argue for his attorney fees.

G. SHERIFF'S OFFICE - Todd Johns

- 1) Adopt **RESOLUTION** Of the Board of Supervisors of the County of Plumas declaring items possessed by the Plumas County Sheriff's Office are surplus and to authorize the auction of said items through Bar None Auction Services; (No General Fund Impact) approved as to form by County Counsel; discussion and possible action. **Roll call vote.**

Motion: Adopt [RESOLUTION No. 24-8891](#) Of the Board of Supervisors of the County of Plumas declaring items possessed by the Plumas County Sheriff's Office are surplus and to authorize the auction of said items through Bar None Auction Services; (No General Fund Impact) approved as to form by County Counsel; discussion and possible action. **Roll call vote.**, **Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 2 Goss.

Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 5).

Yes: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.

5. COUNTY ADMINISTRATIVE OFFICE - DEBRA LUCERO

A. County Administrative Officer's Report

No Report Provided.

- B. Approve the Supplemental Budget Transfer in the amount of Ten Thousand Dollars (\$10,000.00) from fund 0055-2015546-46612 to 0055-2015558-58000 in order to pay for services approved on August 15, 2023, in regard to the Plumas County Spay/Neuter Feral Cat Program. **Four/Fifths Roll Call Vote.**

This item was moved to February 13, 2024, at the request of the CAO.

- C. Approve the Supplemental Budget Transfer for a total of Ten Thousand Dollars (\$10,000.00) from 0055-2015558-58000 into accounts 0001-2003052-524400 in the amount of Seven Thousand Four Hundred Fifty-Five Dollars and Thirty-Four Cents (\$7,455.34);, and account 0001-2003052-521900 in the amount of Two Thousand Five Hundred Forty-Four Dollars and Sixty-Six Cents (\$2,544.66); to pay for Board approved Plumas County Spay/Neuter Feral Cat Program; No General Fund Impact; approved by Auditor-Controller. **Four/Fifths Roll Call Vote.**

This item was moved to February 13, 2024, at the request of the CAO.

- D. Adopt **RESOLUTION** allowing a rate of \$3 per hour stipend for the duties performed as Human Resources Payroll Specialist II which will be charged to the Human Resources Department #20035. **Roll Call Vote.**

This item was pulled at the request of the CAO.

6. BOARD OF SUPERVISORS

A. APPOINTMENTS

- 1) Designation of the 2024 Environmental Services Joint Powers Authority (ESJPA) Delegates and Alternates; discussion and possible action.

Motion: Keep current delegates and alternates the same. Designation of the 2024 Environmental Services Joint Powers Authority (ESJPA) Delegates and Alternates; discussion and possible action., **Action:** Approve, **Moved by** Supervisor - District 4 Hagwood, **Seconded by** Supervisor - District 3 McGowan.

Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 5).

Yes: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.

The delegates are Supervisor District 2 Goss, John Mannle, and Sean Graham.

- 2) Approve the voting entities of the Emergency Medical Care Committee per the revised bylaws. **Roll Call Vote.**

Motion: Approve the voting entities of the Emergency Medical Care Committee per the revised bylaws. **Roll Call Vote.**, **Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 2 Goss.

Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 5).

Yes: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.

Delegate: Supervisor District 2 Goss

- 3) Designate a delegate to the Sierra Nevada Conservancy Board; discussion and possible action.

Motion: Select Supervisor Ceresola, District 1 to remain as a delegate of this Board. Designate a delegate to the Sierra Nevada Conservancy Board; discussion and possible action., **Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 2 Goss.

Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 5).

Yes: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.

Delegate: Supervisor District 1 Ceresola.

- 4) Appoint Nicole Reinert as the Public Health Director effective February 6, 2024, discussion and possible action; **Roll Call Vote.**

Motion: Appoint Nicole Reinert as the Public Health Director effective February 6, 2024, discussion and possible action; **Roll Call Vote.**, **Action:** Approve, **Moved by** Supervisor - District 2 Goss, **Seconded by** Supervisor - District 5 Engel.

Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 5).

Yes: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.

Attachment: <https://plumascounty.us/ArchiveCenter/ViewFile/Item/18102>

B. CORRESPONDENCE

- 1) AT&T Telephone Concerns; discussion and possible action.

Discussion only regarding ATT&T wanting to remove phone service in Plumas County.

Sheriff Johns commented on current 911 calls may be routed to Susanville Dispatch Center.

C. WEEKLY REPORT BY BOARD MEMBERS OF MEETINGS ATTENDED, KEY TOPICS, PROJECT UPDATES, STANDING COMMITTEES AND APPOINTED BOARDS AND ASSOCIATIONS

No Reports Provided.

7. CLOSED SESSION

ANNOUNCE ITEMS TO BE DISCUSSED IN CLOSED SESSION

- A. 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
- B. Conference with Legal Counsel: Existing litigation – Tiffany Wagner, Plaintiff, v. County of Plumas, et al., Defendants, United States District Court, Eastern District of California, Case No. 2:18-cv-03105-KMJ-DMC

- C. Conference with Legal Counsel: Existing litigation – Pederson, et al., v. County of Plumas, et al., United States District Court for the Eastern District of California Case No. CIV S-89-1659 JFM P, pursuant to subdivision (a) of Government Code §54956.9
- D. Conference with Legal Counsel: Existing Litigation - Darin Russel Bottini (minor via Guardian ad Litem, Justin Bottini), Plaintiff v. Almanor Recreation and Park District, Plumas County, et al., Defendants, Superior Court of California, County of Plumas, Case No. CV23-00168
- E. Conference with Legal Counsel: Initiating litigation pursuant to Subdivision (c) of Government Code Section 54956.9 (1 case)
- F. Board Discussion: DA complaint against CAO pursuant to Subdivision (b)(1) of Government Code Section 54957 (b)(1).
- G. Conference with Legal Counsel: Significant exposure to litigation pursuant to Subdivision (d)(2), and e(1) (1 case), and (e)(2) (1 case) of Government Code Section 54956.9
- H. Conference with Legal Counsel: Existing litigation pursuant to Subdivision (d) (1) of Government Code §54956.9 - California Dept. of Water Resources v. All Persons Interested in the Matter of the Authorization of Delta Program Revenue Bonds, the Issuance, Sale and Delivery of Delta Program Revenue Bonds Series A, Series B and Subsequent Series, the Adoption of the Delta Program Revenue Bond General Bond Resolution and the Supplemental Resolutions Providing for the Issuance of Delta Program Revenue Bonds, and the Proceedings Related Thereto, Superior Court of California, County of Sacramento, Case No. 34-2020- 00283112
- I. Conference with Legal Counsel: Existing litigation pursuant to Subdivision (d) (1) of Government Code §54956.9 – Central Delta Water Agency, et al. v. Department of Water Resources, Third District Court of Appeals, Case No. C078249, C080572, and C086215

REPORT OF ACTION IN CLOSED SESSION (IF APPLICABLE)

Chair Hagwood reported there was no reportable action taken during closed session.

8. ADJOURNMENT

Adjourned meeting to Tuesday, February 13, 2024, Board of Supervisors Room 308, Courthouse, Quincy, California



Board of Supervisors

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

MEETING MINUTES

ADJOURNED REGULAR MEETING OF THE BOARD OF SUPERVISORS COUNTY OF PLUMAS, STATE OF CALIFORNIA HELD IN QUINCY ON FEBRUARY 13, 2024

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

Although the County strives to offer remote participation, be advised that remote Zoom participation is provided for convenience only. In the event of a technological malfunction, the only assurance of live comments being received by the Board is to attend in person or submit written comments as outlined below. Except for a noticed, teleconference meeting, the Board of Supervisors reserves the right to conduct the meeting without remote access if we are experiencing technical difficulties.

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

Public Comment Opportunity/Written Comment

Members of the public may submit written comments on any matter within the Board's subject matter jurisdiction, regardless of whether the matter is on the agenda for Board consideration or action. Comments will be entered into the administrative record of the meeting. Members of the public are strongly encouraged to submit their comments on agenda and non-agenda items using e-mail address

Public@countyofplumas.com

CALL TO ORDER

Roll Call.

Present: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel

PLEDGE OF ALLEGIANCE

Sheriff Johns led the Pledge of Allegiance.

ADDITIONS TO OR DELETIONS FROM THE AGENDA

Chair Hagwood has requested that Items C.1 & C.2 be removed from the agenda.

Zach G. (Grants Manager) has requested that Items 5.B. & 5.C. be removed 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.

No Public Comment received

DEPARTMENT HEAD ANNOUNCEMENTS/REPORTS

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

W. Vierra (Agriculture Commissioner) handout

<https://plumascounty.us/ArchiveCenter/ViewFile/Item/18108> She also congratulated Dax Albrecht for successfully completing his Deputy Inspectors License.

M. DeMartile (Clerk Recorder/ Registrar of Voters) - commented on mailing out 13,500 ballots, with 750 coming back un-deliverable. She also mentioned that if the public has concerns regarding their ballots, that they should contact her office.

1. CLOSED SESSION

- A. Conference with Legal Counsel: Significant exposure to litigation pursuant to Subdivision (d)(2) and (e)(1) of Government Code Section 54956.9

The Chair reported there was no reportable action taken during Closed Session.

ACTION AGENDA

2. UPDATES AND REPORTS

A. DISASTER RECOVERY OPERATIONS

Report and update Dixie Fire Recovery efforts; receive report and discussion

No Report Provided.

B. PLUMAS COUNTY BUSINESS AND ECONOMIC DEVELOPMENT

Report and update on Dixie Fire Business and Economic Recovery efforts.

C. Koble (handout) - <https://plumascounty.us/ArchiveCenter/ViewFile/Item/18109>

C. DIXIE FIRE COLLABORATIVE

Report, update, and discussion on Dixie Fire Collaborative efforts

No Report Provided.

D. US FOREST SERVICE

Report and update.

No Report Provided.

E. MUNIS HR/PAYROLL MODULE UPDATE

Report and update on Pentamation, Tyler/Munis software migration and efforts.

No Report Provided.

F. COUNTY TREASURER'S REPORT

Report and update from County Treasurer regarding the assessing, collecting, safekeeping, management, or disbursement of public funds, including investment reporting and an investment policy.

No Report Provided.

G. FINANCIAL/AUDIT REPORT

Report from County Departments regarding the County's Financial and audit status.

No Report Provided.

H. Receive presentation from Plumas County Fire Safe Council, regarding the Green Waste Biomass Project; discussion only.

Received Power Point presentation from Plumas County Fire Safe Council.

<https://plumascounty.us/ArchiveCenter/ViewFile/Item/18110>

C. Koble made comment regarding the efforts of Plumas County Fire Safe Council.

I. Presentation - PG&E Hydro Projects in Plumas County; discussion only

Received Power Point presentation from PG&E

<https://plumascounty.us/ArchiveCenter/ViewFile/Item/18106>

3. CONSENT AGENDA

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

Motion: Approve the following consent matters, as submitted, **Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 2 Goss.

Vote: Motion carried by unanimous roll call vote (**summary:** Yes = 5).

Yes: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.

A. BEHAVIORAL HEALTH

- 1) Approve and authorize Chair to ratify and sign an agreement between Plumas County Behavioral Health and Compassion Pathway Behavioral Health dba Anderson Creek Specialized Residential Facility. They will provide support for county clients who need intensive mental health crisis support and services. Effective 2/1/2024; not to exceed \$300,000.00; (No General Fund Impact) combination of Federal and State funding; approved as to form by County Counsel.
- 2) Approve and authorize Chair to sign an agreement between Plumas County Behavioral Health and Compassion Pathway Behavioral Health dba Compassion Treatment Center, staff to work with county individuals coping with co-occurring disorders, and serious mental illness. Effective March 1, 2024; not to exceed \$300,000.00; (No General Fund Impact) Federal and State funding; approved as to form by County Counsel.

B. PROBATION

- 1) Approve and authorize Chair to sign and ratify amendment no. 1 to agreement between Plumas County Probation and Plumas Rural Services to provide Parenting Program services; No General Fund Impact, agreement will be invoiced out of state juvenile grant funds; approved as to form by County Counsel.

- 2) Adopt **RESOLUTION** to amend the Fiscal Year 2023/2024 Plumas County position allocation for the Probation department #20400

Motion: Adopt [RESOLUTION No. 24-8892](#) to amend the Fiscal Year 2023/2024 Plumas County position allocation for the Probation department #20400, **Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 2 Goss.

Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 5).

Yes: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.

- 3) Approve and authorize Probation to recruit and fill, newly allocated and funded, vacant 1.0 FTE Legal Services Assistant I/II; No General Fund Impact; Position will be paid for out of Probation grant funding; approved as to form by County Counsel; discussion and possible action.

C. AUDITOR-CONTROLLER

- 1) Approve and authorize Chair to ratify and sign an agreement between Plumas County Auditor's Office and Craig Goodman Jr., CPA due to increased additional money needed to pay for the extended duration of the contract; effective February 13, 2024; not to exceed \$310,000; (General Fund Impact) as approved in FY23/24 budget; approved as to form by County Counsel.

D. PLUMAS COUNTY OFFICE OF EDUCATION

- 1) Approve 2024 Annual Membership Certification for the Plumas Early Education & Child Care Council (Local Planning Council); discussion and possible action.

E. COUNTY ADMINISTRATOR

- 1) Approve and authorize Chair to ratify and sign an agreement between Plumas County, County Administrative Office and Municipal Resource Group, LLC (MRG) effective February 13, 2024; not to exceed \$250,000; (General Fund Impact) approved as to form by County Counsel.

F. CLERK OF THE BOARD

- 1) Approve and authorize the Clerk of the Board of Supervisors to dispose of the Canon Image Runner Model 256if, S/N# ZAD06308, a fixed asset that fully depreciated in 2003, and donate it to UBEO, West LLC.

4. DEPARTMENTAL MATTERS

A. SHERIFF - Todd Johns

- 1) Adopt **RESOLUTION** Approving the Plumas County Sheriff's Office to apply for and receive grant funds from the State of California, Department of Parks and Recreation, Off-Highway Vehicle Grant Funds; (No General Fund Impact) approved as to form by County Counsel. **Roll call vote**

Motion: Adopt [RESOLUTION No. 24-8893](#) Approving the Plumas County Sheriff's Office to apply for and receive grant funds from the State of California, Department of Parks and Recreation, Off-Highway Vehicle Grant Funds; (No General Fund Impact) approved as to form by County Counsel. **Roll call vote, Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 2 Goss.

Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 5).

Yes: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.

- 2) Approve and authorize Chair to sign an agreement between Plumas County Sheriff's Office and Berry Industries, dba as Sierra Electronics; effective January 1, 2024; not to exceed \$350,000; (General Fund Impact) as approved in FY23/24 budget; approved as to form by County Counsel; discussion and possible action.

Motion: Approve and authorize Chair to sign an agreement between Plumas County Sheriff's Office and Berry Industries, dba as Sierra Electronics; effective January 1, 2024; not to exceed \$350,000; (General Fund Impact) as approved in FY23/24 budget; approved as to form by County Counsel; discussion and possible action., **Action:** Approve, **Moved by** Supervisor - District 1 Ceresola, **Seconded by** Supervisor - District 2 Goss.

Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 5).

Yes: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.

- 3) Approve and authorize the Sheriff to proceed with a fixed asset purchase of two servers; total not to exceed \$21,610.88. No General Fund Impact; discussion and possible action. **Four/Fifths roll call vote**

Approve transfer of those funds to a fixed asset account within Dept#70356- Sheriff SLESF. No General Fund Impact; discussion and possible action. **Four/Fifths roll call vote**

Motion: Approve and authorize the Sheriff to proceed with a fixed asset purchase of two servers; total not to exceed \$21,610.88. No General Fund Impact; discussion and possible action.

Four/Fifths roll call vote

Approve transfer of those funds to a fixed asset account within Dept#70356- Sheriff SLESF. No General Fund Impact; discussion and possible action. **Four/Fifths roll call vote, Action:** Approve, **Moved by** Supervisor - District 3 McGowan, **Seconded by** Supervisor - District 2 Goss.

Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 5).

Yes: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.

B. SOLID WASTE - John Mannle

- 1) Adopt **RESOLUTION** Establishing a revised fee schedule to decrease rates for residential and commercial customers self-hauling solid waste to Plumas County Transfer Stations in Franchise Service Area No. 2 (Operated by Intermountain Disposal Inc.) No General Fund Impact; approved as to form by County Counsel; discussion and possible action. **Roll Call Vote**

Motion: Adopt [RESOLUTION No. 24-8894](#) Establishing a revised fee schedule to decrease rates for residential and commercial customers self-hauling solid waste to Plumas County Transfer Stations in Franchise Service Area No. 2 (Operated by Intermountain Disposal Inc.) No General Fund Impact; approved as to form by County Counsel; discussion and possible action. **Roll Call Vote, Action:** Approve, **Moved by** None, **Seconded by** None.

Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 5).

Yes: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.

C. TREASURER/TAX COLLECTOR - Julie White

- 1) Approve the updated Plumas County Treasurer's Investment Policy and Guidelines; discussion and possible action.

This item was pulled at the request of the Treasurer/Tax Collector.

- 2) Adopt **RESOLUTION** Authorizing the Investment of County Funds and Funds of other Depositors for calendar year 2024.; (No General Fund Impact) approved as to form by County Counsel; discussion and possible action. **Roll call vote**

This item was pulled at the request of the Treasurer/Tax Collector.

5. COUNTY ADMINISTRATIVE OFFICE - DEBRA LUCERO

A. County Administrative Officer's Report

CAO Lucero commented on the new Human Resource employees doing a great job.

- B. Approve the Supplemental Budget Transfer in the amount of Ten Thousand Dollars (\$10,000.00) from fund 0055-2015546-46612 to 0055-2015558-58000 in order to pay for services approved on August 15, 2023, in regard to the Plumas County Spay/Neuter Feral Cat Program. **Four/Fifths Roll Call Vote.**

This item was pulled at the request of the Grants Manager.

- C. Approve the Supplemental Budget Transfer for a total of Ten Thousand Dollars (\$10,000.00) from 0055-2015558-58000 into accounts 0001-2003052-524400 in the amount of Seven Thousand Four Hundred Fifty-Five Dollars and Thirty-Four Cents (\$7,455.34);, and account 0001-2003052-521900 in the amount of Two Thousand Five Hundred Forty-Four Dollars and Sixty-Six Cents (\$2,544.66); to pay for Board approved Plumas County Spay/Neuter Feral Cat Program; No General Fund Impact; approved by Auditor-Controller. **Four/Fifths Roll Call Vote.**

This item was pulled at the request of the Grants Manager.

6. BOARD OF SUPERVISORS

A. Appointments

- 1) Appoint Megan McCrorey to the Behavioral Health Commission, discussion and possible action.

Motion: Appoint Megan McCrorey to the Behavioral Health Commission, discussion and possible action., **Action:** Approve, **Moved by** Supervisor - District 2 Goss, **Seconded by** Supervisor - District 3 McGowan.

Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 5).

Yes: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.

B. CORRESPONDENCE

Supervisor Goss received correspondence regarding LAFCO meeting at City Hall on February 2, 2024, the League of Women Voters Forum in Taylorsville, and attending the Behavioral Health Commission meeting on February 7, 2024. He also attended the NorCal EMS meeting on February 8, 2024.

Supervisor Hagwood received correspondence regarding AT&T landline service concerns.

Supervisor Engel received no correspondence.

Supervisor McGowan received no correspondence.

Supervisor Ceresola received no correspondence.

C. WEEKLY REPORT BY BOARD MEMBERS OF MEETINGS ATTENDED, KEY TOPICS, PROJECT UPDATES, STANDING COMMITTEES AND APPOINTED BOARDS AND ASSOCIATIONS

No weekly reports were received.

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

- A. Librarian - Department Head Recruitment Discussion
- B. Agricultural Commissioner - Department Head Annual Evaluation
- C. Fair - Department Head Annual Evaluation
- D. Conference with real property negotiator, regarding facilities: Lawry House, APN 115-062-013, 60 Bradley Street, Quincy
- E. Conference with real property negotiator, regarding courthouse facilities: Greenville Sub Station, 115 Crescent St., APN 110120047000; Chester Complex, 251 E. Willow, APN 100062002000; Portola Court Building, 151 Nevada St., APN 126131001000
- F. Conference with Legal Counsel: Existing Litigation - Darin Russel Bottini (minor via Guardian ad Litem, Justin Bottini), Plaintiff v. Almanor Recreation and Park District, Plumas County, et al., Defendants, Superior Court of California, County of Plumas, Case No. CV23-00168
- G. Conference with Legal Counsel: Initiating litigation pursuant to Subdivision (c) of Government Code Section 54956.9 (1 case)
- H. Conference with Legal Counsel: Significant exposure to litigation pursuant to Subdivision (d)(2) and (e)(2) of Government Code Section 54956.9 (2 cases).
- I. Board Discussion: DA complaint against CAO pursuant to Subdivision (b)(1) of Government Code Section 54957 (b)(1).

REPORT OF ACTION IN CLOSED SESSION (IF APPLICABLE)

Chair Hagwood reported there was no reportable action taken during closed session.

8. ADJOURNMENT

Adjourned meeting to Tuesday, February 20, 2024, Board of Supervisors Room 308, Courthouse, Quincy, California



Board of Supervisors

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

MEETING MINUTES

ADJOURNED REGULAR MEETING OF THE BOARD OF SUPERVISORS COUNTY OF PLUMAS, STATE OF CALIFORNIA HELD IN QUINCY ON FEBRUARY 20, 2024

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

Although the County strives to offer remote participation, be advised that remote Zoom participation is provided for convenience only. In the event of a technological malfunction, the only assurance of live comments being received by the Board is to attend in person or submit written comments as outlined below. Except for a noticed, teleconference meeting, the Board of Supervisors reserves the right to conduct the meeting without remote access if we are experiencing technical difficulties.

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

Public Comment Opportunity/Written Comment

Members of the public may submit written comments on any matter within the Board's subject matter jurisdiction, regardless of whether the matter is on the agenda for Board consideration or action. Comments will be entered into the administrative record of the meeting. Members of the public are strongly encouraged to submit their comments on agenda and non-agenda items using e-mail address

Public@countyofplumas.com

CALL TO ORDER

Roll Call.

Present: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel

PLEDGE OF ALLEGIANCE

Supervisor Goss led the Pledge of Allegiance.

ADDITIONS TO OR DELETIONS FROM THE AGENDA

There are no additions or deletions to 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.

Pastor George - offered prayer

J. McLaughlin - handout regarding the 14th Amendment

<https://plumascounty.us/ArchiveCenter/ViewFile/Item/18119>

Zoom - Josh Hart AT&T landline disappearing, reach out to Sierra County for copy of letter?

DEPARTMENT HEAD ANNOUNCEMENTS/REPORTS

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

Sharon McKay (Interim County Librarian) "Read Across America", game night, more computer classes, free tax assistance.

Marcy DeMartile (County Clerk Recorder/ Registrar of Voters). The last day to register to vote was February 20, 2024. Don't procrastinate.

Sheriff Johns Reopen Hwy 70 in two days? Maybe. Acknowledges HR for doing well.

Tracey Ferguson (Planning Director) handout -

<https://plumascounty.us/ArchiveCenter/ViewFile/Item/18122> approved fire hazard adjustment, new map online at Planning lobby.

CAO Lucero introduced the recent HR Department staff, Shawn Taylor, and Hannah Hayes.

ACTION AGENDA

A. TIME CERTAIN: 11:00a.m.

APPEAL HEARING: Request for Appeal Hearing of Administrative Citation. A request for appeal was received on December 29, 2023, filed by Diane Sivak at 6971 Portola McLeers Road, Portola California 96122 (APN-126-270-035-000).

Evidence was presented by the Hearing Officer, AH WAH, represented by DCC Sara James. Evidence was presented by Dianna Sivak, appearing for herself, and was head by the full Board of Supervisors.

Based on the evidence presented, the Board of Supervisors finds that there were violations of PCC 5-8.01 and PCC 6-10.103(a) located at the property in question and that Dianna Sivak is the responsible party as the owner of the property.

The Board voted to uphold the administrative citation 3-2. The Board direct County Counsel to prepare a letter with these findings.

B. TRANSPORTATION COMMISSION - John Mannle

1) Presentation of the Chester Main Street Community Connectivity Plan.

And Adoption of **RESOLUTION** approving the Plan No General Fund Impact; approved as to form by County Counsel; discussion and possible action; **Roll Call Vote.**

The Board received a presentation from GHD.

Motion: Presentation of the Chester Main Street Community Connectivity Plan.

Adopt **RESOLUTION No. 24-8896** approving the Plan No General Fund Impact; approved as to form by County Counsel; discussion and possible action; **Roll Call Vote.**, **Action:** Approve, **Moved by** Supervisor - District 3 McGowan, **Seconded by** Supervisor - District 2 Goss.

Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 5).

Yes: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.

Jackie McLaughlin made comment regarding the Connectivity Plan

1. UPDATES AND REPORTS

A. DISASTER RECOVERY OPERATIONS

Report and update Dixie Fire Recovery efforts; receive report and discussion

No Report Provided.

B. PLUMAS COUNTY BUSINESS AND ECONOMIC DEVELOPMENT

Report and update on Dixie Fire Business and Economic Recovery efforts.

C. Koble (Handout) - <https://plumascounty.us/ArchiveCenter/ViewFile/Item/18121> PG&E rates are going to hurt small business disproportionately, micro grids.

C. DIXIE FIRE COLLABORATIVE

Report, update, and discussion on Dixie Fire Collaborative efforts

Tracey Ferguson (Planning Director) for DFC - presented a handout to the Board - <https://plumascounty.us/ArchiveCenter/ViewFile/Item/18120> update new staff, recovery support group, recover housing program, money for building new homes, home hardening.

D. US FOREST SERVICE

Report and update.

No Report Provided.

E. MUNIS HR/PAYROLL MODULE UPDATE

Report and update on Pentamotion, Tyler/Munis software migration and efforts.

CAO Lucero - meeting in two days for training.

F. COUNTY TREASURER'S REPORT

Report and update from County Treasurer regarding the assessing, collecting, safekeeping, management, or disbursement of public funds, including investment reporting and an investment policy.

No Report Provided.

G. FINANCIAL/AUDIT REPORT

Report from County Departments regarding the County's Financial and audit status.

No Report Provided.

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.

Motion: Approve the following consent matters, as submitted, **Action:** Approve, **Moved by** Supervisor - District 2 Goss, **Seconded by** Supervisor - District 5 Engel.

Vote: Motion carried by unanimous roll call vote (**summary:** Yes = 5).

Yes: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.

A. AGRICULTURE WEIGHTS & MEASURES

- 1) Approve and authorize Agriculture Weights & Measures to recruit and fill, funded and allocated, vacant 1 Noxious Weed and 1 Pest Detection FTE Agricultural Technician & Pest Detection Trapper; (General Fund Impact) as approved in FY23/24 budget.

B. CHILD SUPPORT SERVICES

- 1) Approve and authorize Child Support Services to recruit and fill, funded and allocated, vacant 1.0 FTE Child Support Assistant or Child Support Specialist I/II. No General Fund Impact; funded by State and Federal sources.

C. PUBLIC HEALTH AGENCY

- 1) Approve and authorize the Public Health Agency to recruit and fill, funded, and allocated, vacant 1.0 FTE Public Health Program Division Chief; effective 02/05/2024; (No General Fund Impact) funded by all Health Education grants.

D. AUDITOR/CONTROLLER

- 1) Approve and authorize Auditor-Controller to recruit and fill, funded and allocated, vacant one (1.0) FTE Accountant Auditor I/II; (No General Fund Impact) approved in FY23/24; due to resignation.

3. DEPARTMENTAL MATTERS

A. LIBRARY - Sharon McKay

- 1) Adopt **RESOLUTION** Authorizing the County Librarian to Execute an agreement funded by the Library Grant Agreement Number LATL 23-50B to implement the Plumas County Library Program; (No General Fund Impact) State Library grant funding; approved as to form by County Counsel.
Roll call vote
Motion: Adopt [RESOLUTION No. 8895](#) Authorizing the County Librarian to Execute an agreement funded by the Library Grant Agreement Number LATL 23-50B to implement the Plumas County Library Program; (No General Fund Impact) State Library grant funding; approved as to form by County Counsel. **Roll call vote, Action:** Approve, **Moved by** Supervisor - District 3 McGowan, **Seconded by** Supervisor - District 2 Goss.
Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 5).
Yes: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.

B. FACILITY SERVICES - Robert McAdams

- 1) Approve and authorize Board Chair to sign Budget Transfer request for FY22/23 (\$23,595.00) to supplement Facility Services' Biomass budget. Approved by County Auditor. General Fund impact. **Four/Fifths Roll Call Vote.**
Motion: Approve and authorize Board Chair to sign Budget Transfer request for FY22/23 (\$23,595.00) to supplement Facility Services' Biomass budget. Approved by County Auditor. General Fund impact. **Four/Fifths Roll Call Vote., Action:** Approve, **Moved by** Supervisor - District 2 Goss, **Seconded by** Supervisor - District 5 Engel.
Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 5).
Yes: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.
- 2) Approve and authorize Board Chair to sign Budget Transfer request for FY23/24 (44,240.63) to supplement Facility Services' Biomass budget. Approved by County Auditor. General Fund impact. **Four/Fifths Roll Call Vote.**

Motion: Approve and authorize Board Chair to sign Budget Transfer request for FY23/24 (44,240.63) to supplement Facility Services' Biomass budget. Approved by County Auditor. General Fund impact. **Four/Fifths Roll Call Vote.**, **Action:** Approve, **Moved by** Supervisor - District 2 Goss, **Seconded by** Supervisor - District 5 Engel.

Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 5).

Yes: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.

- 3) Make a determination to continue keeping the Biomass facility located at the Courthouse Annex in operation due to increased costs and logistical issues due to chip procurement. Discussion and possible action.

Motion: Keep the Biomass facility in operation until December 2024, giving the Facilities Department time to find another wood chip vendor;, **Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 2 Goss.

Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 5).

Yes: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.

Sheriff Johns commented on the Biomass facility.

4. COUNTY ADMINISTRATIVE OFFICE - DEBRA LUCERO

A. County Administrative Officer's Report

No Report Provided.

- B. Approve and authorize Chair to sign an agreement between Plumas County Administration and OpenGov; effective March 5, 2024; not to exceed \$277,787 for a three-year period; (General Fund Impact); approved as to form by County Counsel.

Martee Graham (Auditor-Controller) commented on having another computer module to learn.

Julie Whilte (Treasurer/Tax Collector) also commented on having another computer module to learn.

Motion: Approve and authorize Chair to sign an agreement between Plumas County Administration and OpenGov; effective March 5, 2024; not to exceed \$277,787 for a three-year period; (General Fund Impact); approved as to form by County Counsel., **Action:** Approve, **Moved by** Supervisor - District 3 McGowan, **Seconded by** Supervisor - District 2 Goss.

Vote: Motion Passed by split vote (**summary:** Yes = 4 No = 1).

Yes: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood

No: Supervisor - District 5 Engel.

- C. County Administrative Officer's request for attorney fees to represent herself during the investigation of the District Attorney; discussion and possible action.

Motion: Table this item for now. This item will be based on need. **Action:** Approve, **Moved by** Supervisor - District 2 Goss, **Seconded by** Supervisor - District 1 Ceresola.

Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 5).

Yes: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.

District Attorney David Hollister made comment regarding the request for fees.

5. **BOARD OF SUPERVISORS**

- A. County Administrative Officer complaint against the District Attorney for creating a hostile work environment.

Request for investigation; discussion and possible action.

Motion: County Administrative Officer complaint against the District Attorney for creating a hostile work environment.

Request for investigation; Staff direction to hire an outside investigator. **Action:** Approve, **Moved by** Supervisor - District 3 McGowan, **Seconded by** Supervisor - District 2 Goss.

Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 5).

Yes: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 4 Hagwood, Supervisor - District 5 Engel.

- A. Conference with real property negotiator, regarding facilities: Lawry House, APN 115-062-013, 60 Bradley Street, Quincy

This item was pulled at the request of County Counsel.

B. CORRESPONDENCE

Supervisor Goss received correspondence regarding the Copper Mine.

Supervisor Hagwood received correspondence regarding the ongoing AT&T concerns.

Supervisor Engel received no correspondence.

Supervisor McGowan received correspondence regarding the recent Greenville meeting on 2/13/2024, and applauded Tracey Ferguson (Planning Director) on her efforts with BBK Contractors.

Supervisor Ceresola received no correspondence.

C. WEEKLY REPORT BY BOARD MEMBERS OF MEETINGS ATTENDED, KEY TOPICS, PROJECT UPDATES, STANDING COMMITTEES AND APPOINTED BOARDS AND ASSOCIATIONS

Reported by Supervisor Hagwood regarding matters related to County Government and including ongoing AT&T land line concerns.

Reported by Supervisor McGowan regarding matters related to County Government and including attending a meeting in Greenville on 2/13/2024.

Reported by Supervisor Goss regarding matters related to County Government and including the Copper Mine.

6. **CLOSED SESSION**

ANNOUNCE ITEMS TO BE DISCUSSED IN CLOSED SESSION

- A. Librarian Department Head Interview
- B. Agricultural Commissioner - Department Head Annual Evaluation

- C. Fair - Department Head Annual Evaluation
- D. Conference with Labor Negotiator regarding employee negotiations: Sheriff's Administrative Unit; Sheriff's Department Employees Association; Operating Engineers Local #3; Confidential Employees Unit; Probation; Unrepresented Employees and Appointed Department Heads
- E. Conference with Legal Counsel: Existing litigation – Tiffany Wagner, Plaintiff, v. County of Plumas, et al., Defendants, United States District Court, Eastern District of California, Case No. 2:18-cv-03105-KMJ-DMC
- F. Conference with Legal Counsel: Existing litigation – Pederson, et al., v. County of Plumas, et al., United States District Court for the Eastern District of California Case No. CIV S-89-1659 JFM P, pursuant to subdivision (a) of Government Code §54956.9
- G. Conference with Legal Counsel: Existing litigation County of Plumas, et al v. AmerisourceBergen Drug Corp., et al., United State District Court, Eastern District of California, Case No. 2:18-at-669, consolidated into In Re: National Prescription Opiate Litigation, United State District Court for the Northern District of Ohio, Eastern Division, Case No. 1:17-MD-2804, pursuant to Subdivision (d)(1) of Government Code Section 54956.9
- H. Conference with Legal Counsel: Significant exposure to litigation pursuant to Subdivision (d)(2) and (e)(1) (1 case) of Government Code Section 54956.9

REPORT OF ACTION IN CLOSED SESSION (IF APPLICABLE)

Chair Hagwood reported there was no reportable action taken during closed session.

7. ADJOURNMENT

Adjourned meeting to Tuesday, March 5, 2024, Board of Supervisors Room 308, Courthouse, Quincy, California



**PLUMAS COUNTY
SOCIAL SERVICES DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Neal Caiazzo, Director of Social Services

MEETING DATE: March 5, 2024

SUBJECT: Adopt **RESOLUTION** authorizing Nevada-Sierra Public Authority to implement a wage increase for IHSS Independent Providers; (No General Fund Impact) State Funded; approved as to form by County Counsel.

Recommendation:

Adopt the enclosed resolution which provides authority for the Nevada-Sierra Connecting Point Public Authority to submit the Board's approval of a wage rate increase for Independent Providers of In-Home Supportive Services.

Background and Discussion:

As the Board may recall, Plumas County is part of a three-county consortium (Sierra and Nevada are the other two) that form the Nevada-Sierra Connecting Point Public Authority. The consortium provides administrative oversight, training and safety clearance and collective bargaining support necessary for the Independent Providers of In-Home Supportive Services.

Senate Bill 3 (SB 3) (Chapter 4, Statutes of 2016) was enacted. SB 3 amended Section 1182.12 of the California Labor Code by increasing the minimum wage for all industries to \$16.50 per hour effective on and after January 1, 2024. Thereafter a negotiated labor agreement was agreed to increase wages to over the next 3 years and to authorize existing health benefits deductions to increase health benefits to include a PPO dental and vision plan and a \$20,000 life insurance policy for applicable providers and their dependents. A copy of the Labor Agreement is attached. The resolution before your Board today enables this process to move forward.

Action:

Adopt **RESOLUTION** authorizing Nevada-Sierra Public Authority to implement a wage increase for IHSS Independent Providers; (No General Fund Impact) State Funded; approved as to form by County Counsel.

Roll call vote

Fiscal Impact:

No General Fund Impact; State Funded

Attachments:

1. 24-060 FINAL CP-CWD Wage Increase 24-26

PLUMAS COUNTY BOARD OF SUPERVISORS

RESOLUTION NO. _____

RESOLUTION AUTHORIZING THE CHAIR OF THE GOVERNING BOARD OF THE NEVADA-SIERRA CONNECTING POINT PUBLIC AUTHORITY AS THE EMPLOYER OF RECORD TO SUBMIT ON BEHALF OF THE COUNTY OF PLUMAS AUTHORIZATION IMPLEMENTING THE WAGE INCREASE FOR IHSS INDEPENDENT PROVIDERS TO THE STATE DEPARTMENT OF SOCIAL SERVICES

WHEREAS, the Nevada-Sierra Connecting Point Public Authority, is a multi-county Joint Powers Agency which functions on behalf of and discharges the duties of the respective members counties with regard to In-Home Supportive Services (IHSS) matters; and

WHEREAS, on February 13, 2024, pursuant to a negotiated labor agreement, the Public Authority will be authorized to increase the wage of all IHSS providers to \$16.90 per hour effective on and after January 1, 2024, \$17.25 per hour effective on or after January 1, 2025, and \$17.60 per hour effective on or after January 1, 2026; and

WHEREAS, the Labor Agreement authorized \$.60 per hour in health benefits for every provider working at least 60 hours or more per month for at least two (2) months, the Public Authority will be authorized to utilize those amounts in the following manner:

\$.37 per hour for medical, dental and vision services and the enhanced payroll deduction will be reduced to \$5.00 per month; and

\$.20 per hour will be authorized for a new PPO dental and vision plan for providers working over 60 hours per month for two (2) consecutive months; and

\$.03 per hour will be authorized to be applied towards a new \$20,000 life insurance plan and all active providers, and household dependents, in the county will qualify and will be automatically enrolled.

WHEREAS, this increase will apply to the independent providers of IHSS within Nevada, Sierra and Plumas Counties.

NOW, THEREFORE, BE IT RESOLVED that the Plumas County Board of Supervisors authorizes the chair of the Governing Board of Nevada-Sierra Connecting Point Public Authority to submit on behalf of the County of Plumas authorization implementing the wage increase for IHSS Independent Providers to the State Department of Social Services

ADOPTED by the Board of Supervisors of the County of Plumas, State of California on the ____ day of _____, 2024, by the following vote:

AYES: Supervisors
NOES: Supervisors
ABSENT: Supervisors

Chair of the Board of Supervisors

ATTEST:

Clerk of the Board of Supervisors



PLUMAS COUNTY FACILITY SERVICES MEMORANDUM

TO: Honorable Chair and Board of Supervisors

FROM: Robert McAdams, Department Fiscal Officer II

MEETING DATE: March 5, 2024

SUBJECT: Approve and authorize Chair to sign an agreement between Plumas County Facility Services and Frank's Garage LLC for automotive inspection, repair, and maintenance; effective April 1, 2024; not to exceed \$10,000.00; (General Fund Impact) as approved in FY23/24 budget; approved as to form by County Counsel.

Recommendation:

Approve and authorize Chair to sign an agreement between Plumas County Facility Services and Frank's Garage LLC for automotive inspection, repair, and maintenance

Background and Discussion:

Frank's Garage provides automotive inspection, repair, and maintenance for this department's county-owned vehicles. Service is always performed in a timely manner and repairs are always done correctly.

Action:

Approve and authorize Chair to sign an agreement between Plumas County Facility Services and Frank's Garage LLC for automotive inspection, repair, and maintenance

Fiscal Impact:

This is an 'as-needed' contract. General Fund will only be impacted when necessary repairs are made and maintenance and inspection services are performed by the request of this department.

Attachments:

1. Frank's Garage LLC 4.1.24-3.31.25

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 **Facility Services** (hereinafter referred to as "County"), and **Frank's Garage LLC**, a California Limited Liability Company, (hereinafter referred to as "Contractor").

The parties agree as follows:

1. Scope of Work. Contractor shall provide the County with services as set forth in Exhibit A, attached hereto.
2. Compensation. County shall pay Contractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed **Ten Thousand and 00/100 dollars** (\$10,000.00).
3. Term. The term of this agreement shall be from **April 1, 2024** through **March 31, 2025**, unless terminated earlier as provided herein.
4. Termination. Either party may terminate this agreement by giving thirty (30) days written notice to the other party.
5. Non-Appropriation of Funds. It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, the County shall have no liability to pay any further funds whatsoever to Contractor or furnish any other consideration under this Agreement and Contractor shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either cancel this Agreement with no further liability incurring to the County, or offer an amendment to Contractor to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution. Contractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.
6. Warranty and Legal Compliance. The services provided under this Agreement are non-exclusive and shall be completed promptly and competently. Contractor shall guarantee all parts and labor for a period of one year following the expiration of the term of this Agreement unless otherwise specified in Exhibit A. Contractor agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.
7. Amendment. This Agreement may be amended at any time by mutual agreement of the parties, expressed in writing and duly executed by both parties. No alteration of the

____ COUNTY INITIALS

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CONTRACTOR INITIALS ____

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

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

____ COUNTY INITIALS

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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 Contractor or its principals to practice its professions and to perform its duties and

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obligations under this Agreement. In particular, Contractor represents that it holds a current and active license as an **Automotive Repair Dealer issued by the State of California, No. 299181**.

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

____ COUNTY INITIALS

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CONTRACTOR INITIALS ____

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:

Facility Services
County of Plumas
198 Andy's Way
Quincy CA 95971
Attention: JD Moore, Director

Contractor:

Frank's Garage
270 Crescent St.
Quincy CA 95971
Attention: Contract Manager

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

____ COUNTY INITIALS

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CONTRACTOR INITIALS ____

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:

Frank's Garage, LLC:

By: _____

Name: Bryan Strecker

Title: Managing Member

Date signed:

By: _____

Name: Joy Strecker

Title: Managing Member

Date signed:

COUNTY:

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

By: _____

Name: Greg Hagwood

Title: Board of Supervisors, Chair

Date signed:

ATTEST:

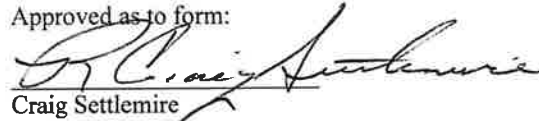
By: _____

Name: Allen Hiskey

Title: Clerk of the Board

Date signed:

Approved as to form:



Craig Settemire
Counsel

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EXHIBIT A

Scope of Work

1. Contractor shall provide automotive services on an 'as-needed' basis upon request by Facility Services.
2. Services contemplated by the parties include, but are not limited to, the following:
 - a. Inspection
 - b. Repair
 - c. Maintenance
3. Approved written estimate required prior to commencing work.

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EXHIBIT B

Compensation

1. Unless otherwise specified in writing, Contractor shall be paid:
 - \$100/hr for labor
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. Upon completion of any service requested by the County pursuant to this Agreement, Contractor shall provide monthly a written invoice to the County detailing the services performed and the amounts due for such services. The County shall pay any undisputed amount invoiced within thirty (30) days of County's receipt of Contractor's invoice.
4. The County shall not have any responsibility to make payments to any subcontractor or supplier.
5. Any payment to Contractor or any partial or entire use or occupancy of the Work by the County shall not constitute acceptance of Work not in accordance with the requirements of this Agreement.
6. 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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PLUMAS COUNTY FACILITY SERVICES MEMORANDUM

TO: Honorable Chair and Board of Supervisors

FROM:

MEETING DATE: March 5, 2024

SUBJECT: Approve and authorize Chair to sign an agreement between Plumas County Facility Services and Heat Transfer Systems to replace failed heat pump unit in Environmental Health laboratory; work to be completed by June 30, 2024; not to exceed \$12,765.89; (General Fund Impact) as approved in FY23/24 Capital Improvements budget; approved as to form by County Counsel.

Recommendation:

Approve and authorize Chair to sign an agreement between Plumas County Facility Services and Heat Transfer Systems to replace failed heat pump unit in Environmental Health laboratory

Background and Discussion:

The ground-source heat pump in the lab at Environmental Health at the Annex has failed and is not repairable. This contract serves to remove the failed unit, install a brand new unit, and test the new unit to ensure functionality.

Action:

Approve and authorize Chair to sign an agreement between Plumas County Facility Services and Heat Transfer Systems to replace failed heat pump unit in Environmental Health laboratory

Fiscal Impact:

This contract will directly impact General Fund as the contract amount is the total cost for removal and replacement of the failed unit.

Attachments:

1. Heat Transfer - EH heat pump replacement

[Repair] [Construction] [Maintenance] Agreement

This Agreement is made by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its **Facility Services** department (hereinafter referred to as "County"), and **Jason Blust**, an individual, dba **Heat Transfer Systems, LLC** (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 **Twelve Thousand Seven Hundred Sixty-Five and 89/100** dollars (\$12,765.89) (hereinafter referred to as the "Contract Amount"), unless the Contract Amount has been adjusted pursuant to Section 15 of this Agreement.
3. **Commencement and Term.** The date of commencement of the Work shall be the date of execution of this Agreement. Contractor shall complete the Work no later than **June 30, 2024**, subject to adjustment as stated in Sections 15 and 16.
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.

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- 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.

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

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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.

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 license as a Class C20 warm-air heating, ventilation, and air conditioning contractor, issued by the State of California, No. 1002273.**
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. 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.

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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.
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:

Facility Services & Airports
County of Plumas
198 Andy's Way
Quincy, CA 95971
Attention: Director

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CONTRACTOR INITIALS ____

Contractor:

Heat Transfer Systems
64 Bresciani Lane
Quincy CA 95971
Attention: Jason Blust, Owner

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. 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.
40. 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.
41. 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).

____ COUNTY INITIALS

8

CONTRACTOR INITIALS ____

- 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.
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 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:

Jason Blust, an individual dba Heat Transfer Systems, LLC

Jason Blust
Owner

Date:

COUNTY:

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

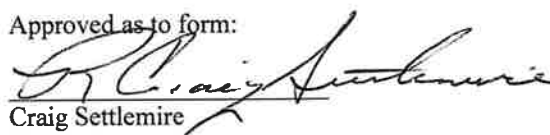
By: _____
Name: Greg Hagwood
Title: Chair, Board of Supervisors

Date:

ATTEST:

By: _____
Name: Allen Hiskey
Title: Clerk of the Board

Approved as to form:


Craig Settemire
Counsel

COUNTY INITIALS

10

CONTRACTOR INITIALS _____

EXHIBIT A

Scope of Work

1. County will remove ceiling and t-bar framing in the lab facility for the Environmental Health department located at the Courthouse Annex prior to removal of failed ground-source heat pump unit.
2. County will re-install ceiling and t-bar framing in the lab facility for the Environmental Health department located at the Courthouse Annex when the removal of failed ground-source heat pump unit and installation of new HVAC unit has been completed.
3. Contractor will dispose of failed ground-source heat pump unit and install a new ground-source heat pump, a commercial 3.5 ton Water Furnace Versatec 300 Compact Horizontal 042-460/60/3 voltage.
4. Contractor will start and test new unit to ensure its functionality.
5. All Work will comply with the California Building and Electrical Codes and all applicable state and federal laws and regulations.

____ COUNTY INITIALS

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CONTRACTOR INITIALS ____

EXHIBIT B

Fee Schedule

1. Contractor is paid a flat rate to install 'Water Furnace-Fast Build' unit as quoted in bid.
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. 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.
4. The County shall not have any responsibility to make payments to any subcontractor or supplier.
5. Any payment to Contractor or any partial or entire use or occupancy of the Work by the County shall not constitute acceptance of Work not in accordance with the requirements of this Agreement.
6. 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.
7. Contractor will be paid net 15 days.

____ COUNTY INITIALS

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CONTRACTOR INITIALS ____

Prepared for Rob Mcadams

by Jason Blust
Owner

Heat Transfer Systems LLC Lic#1002273
Address 64 Bresciani lane Quincy ca 95971
Phone 5302833665 Website jblust49er@gmail.com

Quote number 1530 Date January 22, 2024 Valid until April 15, 2024 at 3:00 PM

**(Quote) Plumas County Facility Services-
Annex Building Unit #19 Quincy, CA 95971
WaterFurnace 3.5 ton Commercial application**



Commercial 3.5 ton Versatec 300
WaterFurnace-Fast Build-5 days then ship

12,765.89
Not selected

In this bid, the county is responsible for removing the ceiling and t bar for access to the failed unit and then reinstalling t bar and ceiling when we are finished
We will remove and dispose of the failed unit and install a new ground source heat pump in its place. This unit is a Commercial 3.5 ton WaterFurnace Versatec 300 Compact Horizontal 042-460/60/3 Voltage.
Installation will be done by factory trained technicians. Start up and test.



Commercial 3.5 ton Versatec 300
WaterFurnace-Regular Build-8 Weeks out then ship

11,684.64
Not selected

In this bid, the county is responsible for removing the ceiling and t bar for access to the failed unit and then reinstalling t bar and ceiling when we are finished
We will remove and dispose of the failed unit and install a new ground source heat pump in its place. This unit is a Commercial 3.5 ton WaterFurnace Versatec 300 Compact Horizontal 042-460/60/3 Voltage.
Installation will be done by factory trained technicians. Start up and test.

Options selected	0 of 2
Subtotal	0.00
Total including tax	\$0.00



**PLUMAS COUNTY
FAIR
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors
FROM:
MEETING DATE: March 5, 2024
SUBJECT: Fair

Recommendation:

.

Background and Discussion:

.

Action:

.

Fiscal Impact:

.

Attachments:

None



PLUMAS COUNTY FAIR MEMORANDUM

TO: Honorable Chair and Board of Supervisors

FROM:

MEETING DATE: March 5, 2024

SUBJECT: Approve and authorize Chair to sign a Memorandum of Understanding between Plumas County Fair and PSCF Foundation; effective March 5, 2024; not to exceed \$50,000.00; (No General Fund Impact) CDFA Fairs & Expositions additional funds; approved as to form by County Counsel.

Recommendation:

Approve and authorize Chair to sign a Memorandum of Understanding between Plumas County Fair and PSCF Foundation; effective March 5, 2024; not to exceed \$50,000.00; (No General Fund Impact); approved as to form by County Counsel; discussion and possible action.

Background and Discussion:

One time additional funds were provided to the Fair by the California Department of Food and Agriculture; Fairs and Expositions with the intention of helping the fairgrounds become more resilient and to aid in the economic recovery of Indian Valley after the Dixie Fire. In a cooperative effort, the non-profit supporting the Plumas Sierra County Fair; the PSCF Foundation and the Plumas Sierra County Fair formed the Indian Valley Innovation Hub. \$50,000 has already been invested in the Indian Valley Innovation Hub by the PSCF Foundation and an additional \$50,000 from the one time additional funds has been budgeted by the Fair.

Action:

Approve and authorize Chair to sign a Memorandum of Understanding between Plumas County Fair and PSCF Foundation; effective March 5, 2024; not to exceed \$50,000.00; (No General Fund Impact); approved as to form by County Counsel.

Fiscal Impact:

(No General Fund Impact) \$50,000.00 is a portion of the additional funding received from CDFA by the fair and has been budgeted in the current 23-24FY budget.

Attachments:

1. 23-720 FINAL PSCF MOU

MEMORANDUM OF UNDERSTANDING

This agreement is between PLUMAS SIERRA COUNTY FAIRGROUNDS (herein called “FAIR”) and PSCF FOUNDATION, Inc. (hereinafter referred to as “PSCF”), a non-profit California corporation that serves to enhance and improve the Plumas Sierra County Fairgrounds.

RECITALS

- A. One-time additional funds were provided to the Fair by the California Department of Food and Agriculture, Fairs and Expositions (hereinafter CDFA) with the intention of helping the fairgrounds become more resilient in the face of future disasters like the Dixie Fire.
- B. CDFA provided the funds with the instruction to use a portion of the funds provided to assist the community of Indian Valley with economic recovery.
- C. PSCF, using funds it received through a settlement from PG&E formed the Indian Valley Innovation Hub (IVIH). The IVIH provides business counseling, business planning, business education as well as activities that directly benefit businesses through sales events and marketing programs.
- D. PSCF has already invested at least \$50,000.00 to begin this work, with the expectation the Fair would match that amount of \$50,000.00 to continue that work. IVIH has secured additional grant monies and donations to further their mission.

RESPONSIBILITIES

1. RESPONSIBILITIES OF FAIR:

- a. Fair will provide \$50,000.00 from the one-time funds provided by the California Department of Food and Agriculture, Fairs and Expositions

2. RESPONSIBILITIES OF PCSF:

- a. PSCF will use all funds provided by Fair to fund the IVIH to provide business counseling, business planning, business education as well as activities that directly benefit businesses through sales events and marketing programs.
- b. If requested by the Fair, PSCF will provide detailed invoices as to how the funds have been used.
- c. PSCF shall encumber all funds during the term of this MOU.
- d. PSCF will maintain records for five (5) years.

TERMS AND CONDITIONS

1. **Term:** The term of this MOU shall be from March 5, 2024, through March 4, 2025.
2. **Warranty and Legal Compliance:** The services provided under this MOU shall be completed promptly and competently. Foundation agrees to comply with all applicable terms of state and federal laws and regulations, and any terms of the CDFA.
3. **Assignment:** PSCF may not assign, subcontract, sublet, or transfer its interest in this MOU without the prior written consent of Fair.
4. **Non-Discrimination:** PSCF agrees not discriminate in the provision of service under this MOU on the basis of race, color, religion, marital status, national origin, ancestry, sex, sexual orientation, physical or mental handicap, age, or medical condition.
5. **Choice of Law:** The laws of the State of California shall govern this MOU.
6. **Interpretation:** This MOU is the result of the joint efforts of both parties. The MOU and each of its provisions will be interpreted fairly, simply, and not strictly for or against either party.
7. **Integration:** This MOU 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.
8. **Severability:** The invalidity of any provision of this MOU, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.
9. **Headings:** The headings and captions contained in this MOU are for convenience only, and shall be of no force or effect in construing and interpreting the provisions of this MOU.
10. **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.

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

Pluma Sierra County Fair
204 Fairgrounds Rd.
Quincy, CA 95971

PSCF Foundation, Inc.
204 Fairgrounds Rd.
Quincy, CA 95971

12. **Time of the Essence:** Time is hereby expressly declared to be of the essence of this MOU 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 MOU.

13. **Contract Execution:** Each individual executing this MOU on behalf of Foundation represents that he or she is fully authorized to execute and deliver this MOU.

EXECUTION

The parties execute this agreement by signature below:

PLUMAS SIERRA COUNTY
FAIRGROUNDS

PSCF FOUNDATION, INC.

By _____

By _____

Title: Chair, Board of Supervisors

Title _____

Date: _____

Date: _____

ATTEST:

Allen Hiskey
Clerk of the Board
Date: _____

Approved as to form:



Sara James, Attorney
County Counsel's Office

Memorandum of Understanding
Plumas Sierra County Fairgrounds
Page 3 of 3



**PLUMAS COUNTY
SHERIFFS DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors
FROM:
MEETING DATE: March 5, 2024
SUBJECT: Sheriff's Office

Recommendation:

.

Background and Discussion:

.

Action:

.

Fiscal Impact:

.

Attachments:

None



**PLUMAS COUNTY
SHERIFFS DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Chad Hermann, Undersheriff

MEETING DATE: March 5, 2024

SUBJECT: Adopt **RESOLUTION** of the Plumas County Board of Supervisors creating a Disciplinary Team, ("DT"), consisting of the Sheriff, the HR Director and County Counsel, to respond and investigate complaints regarding sexual harassment, sexually hostile work environments and similar misconduct and potential terminations, specific to the Plumas County Sheriff's Office; (No General Fund Impact) approved as to form by County Counsel; discussion and possible action. Roll call vote

Recommendation:

Adopt **RESOLUTION** of the Plumas County Board of Supervisors creating a Disciplinary Team, ("DT"), consisting of the Sheriff, the HR Director and County Counsel, to respond and investigate complaints regarding sexual harassment, sexually hostile work environments and similar misconduct and potential terminations, specific to the Plumas County Sheriff's Office; (No General Fund Impact) approved as to form by County Counsel; discussion and possible action. **Roll call vote**

Background and Discussion:

Plumas County, through Federal Court recommendations, is required to create a Disciplinary Team, ("DT") consisting of the Sheriff, The HR Director and County Counsel, to respond to and investigate complaints regarding sexual harassment, sexually hostile work environments and similar misconduct and potential terminations.

Action:

Adopt **RESOLUTION** of the Plumas County Board of Supervisors creating a Disciplinary Team, ("DT"), consisting of the Sheriff, the HR Director and County Counsel, to respond and investigate complaints regarding sexual harassment, sexually hostile work environments and similar misconduct and potential terminations, specific to the Plumas County Sheriff's Office; (No General Fund Impact) approved as to form by County Counsel; discussion and possible action. **Roll call vote**

Fiscal Impact:

No General Fund Impact

Attachments:

1. Disciplinary Team Resolution

RESOLUTION NO.

RESOLUTION OF THE PLUMAS COUNTY BOARD OF SUPERVISORS CREATING A DISCIPLINARY TEAM (“DT”) CONSISTING OF THE SHERIFF, THE HR DIRECTOR, AND COUNTY COUNSEL, TO RESPOND AND INVESTIGATE COMPLAINTS REGARDING SEXUAL HARASSMENT, SEXUALLY HOSTILE WORK ENVIRONMENT AND SIMILAR MISCONDUCT AND POTENTIAL TERMINATIONS

WHEREAS, the Plumas County Sheriff’s Office (“PCSO”) receives and investigates PCSO’s internal complaints of sexual harassment, sexually hostile work environment, and similar misconduct occurring within PCSO; and

WHEREAS, PCSO is responsible for discipline, including terminations, within their department; and

WHEREAS, it is in the County’s and PCSO’s best interest to ensure a workplace free of sexual harassment and misconduct in accordance with State and Federal Law, and Plumas County’s Harassment, Discrimination, Retaliation Policy and Complaint Procedure (Harassment Policy); and

WHEREAS, it is in the County’s and PCSO’s best interest to ensure all terminations follow appropriate Plumas County Personnel Rules; and

WHEREAS, it is imperative to ensure each complaint is given a fair and impartial review and investigation, if appropriate; and

WHEREAS, the Board of Supervisors finds that a Disciplinary Team consisting of the Sheriff, the HR Director, and County Counsel would be sufficient to ensure each complaint regarding sexual misconduct and/or the creation of a hostile work environment and each termination is given a fair and impartial review and investigation.

NOW, THEREFORE, BE IT RESOLVED:

1. The Plumas County Sheriff’s Office (“PCSO”) shall create, implement, and enforce policies and procedures which include supervision, monitoring, and training to create a workplace free from any form of sexual harassment or sexually hostile work environment and will specifically:
 - A. Ensure all employees within the Sheriff’s Office receive sexual harassment training, at least annually.
 - B. Ensure the internal affairs investigators within PCSO receive training on conducting sexual harassment investigations as required by the Fair Employment and Housing Act.
2. Upon receiving a complaint regarding a claim of sexual harassment, hostile work environment, a related matter, or when PCSO is terminating an employee, PCSO will immediately forward the complaint or termination to the County Counsel’s Investigator for review. The Investigator, in a timely manner, shall convene a meeting, virtually or in person, with all members of the Disciplinary Team.

A. Disciplinary Team responsibilities:

- 1) **Review File and Notes** – The Disciplinary Team (DT) shall meet to review and discuss the complaint or potential termination within five (5) calendar days.
- 2) **Determine the Need for Interim Action** – The DT shall have the ability to take interim action to diffuse volatile circumstances, in accordance with the County's Personnel Rules and Harassment Policy. In the event that County Counsel determines there is a need for interim action prior to the meeting of the DT, the County Counsel shall have authority to take such action, subject to subsequent review by the DT.
- 3) **Determine the Need for Independent Investigation** – The DT shall have the ability to initiate an investigation, if appropriate, by a designated investigator, either a trained County employee or an outside investigator and conduct an investigation as required by the Fair Employment and Housing Act (FEHA).
- 4) **Written Report** – The Investigator shall create a written report containing findings regarding the investigation and submit it to the DT.
- 5) **Submission of Findings to Board of Supervisors** – Should the DT, by a majority, find that PCSO acted in accordance with the guidelines promulgated by FEHA and Plumas County Personnel Rules, then the complaint will be closed. If the matter is in regard to discipline or a termination, the DT will review and approve the Notice of Intended Disciplinary Action prior to it being provided to the employee. Should the DT determine that the matter needs to be escalated, it will be brought to the Board of Supervisor's attention at the next regularly scheduled meeting.

AYES:

NOES:


ABSTAIN:

ABSENT:

Greg Hagwood
Chair, Board of Supervisors

Allen Hiskey
Clerk of the Board

Approved as to form:


Joshua Brechtel
Deputy County Counsel



**PLUMAS COUNTY
SHERIFFS DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Christopher Driscoll, Deputy Sheriff

MEETING DATE: March 5, 2024

SUBJECT: (a). Approve and authorize the Sheriff to proceed with a fixed asset purchase of a new industrial washer and dryer for the new Plumas County Correctional Facility; total not to exceed \$31,992.00 dollars; No General Fund Impact; discussion and possible action. **Four/Fifths roll call vote**

(b). Approve the transfer of those funds to a fixed asset account within the department #70331-AB443 Sheriff. No General Fund Impact; discussion and possible action. **Four/Fifths roll call vote.**

Recommendation:

(a). Approve and authorize the Sheriff to proceed with a fixed asset purchase of a new industrial washer and dryer for the new Plumas County Correctional Facility; total not to exceed \$31,992.00 dollars; No General Fund Impact; discussion and possible action. **Four/Fifths roll call vote**

(b). Approve the transfer of those funds to a fixed asset account within the department #70331-AB443 Sheriff. No General Fund Impact; discussion and possible action. **Four/Fifths roll call vote.**

Background and Discussion:

This payment will be to Clark, Sullivan, Broward Builders. the jail construction contractors. For the necessary purchase of an industrial washer and dryer for the new Correctional Facility. This is vital for the normal function of the Correctional Facility and needed to keep the Correctional Facility project on track.

Action:

(a). Approve and authorize the Sheriff to proceed with a fixed asset purchase of a new industrial washer and dryer for the new Plumas County Correctional Facility; total not to exceed \$31,992.00 dollars; No General Fund Impact; discussion and possible action. **Four/Fifths roll call vote**

(b). Approve the transfer of those funds to a fixed asset account within the department #70331-AB443 Sheriff. No General Fund Impact; discussion and possible action. **Four/Fifths roll call vote.**

Fiscal Impact:

No General Fund impact.

Attachments:

1. broward invoice
2. budget transfer broward
3. budget available for transfer



General Invoices
Detailed

2143 Plumas County Jail (2143)

56 Abernethy Lane

Quincy, CA 95971

001 - 2/6/2024

From Company
Plumas County of California
520 Main Street Room 309
Quincy, CA 95971

To Company

Description
Washer and Dryer Units

Purchase Order

Period
19-01

Category

Due Date
2/13/2024

Paid Date

Invoice Total
31,991.57

Item No	Quantity	Item	Description	Taxable	Unit Price	UOM	Subtotal
1	1.00	washer & dryer	iPO for washers and dryers	No	31,991.57		31,991.57
Invoice SubTotal							31,991.57
Taxable Subtotal							0.00
Tax at 0.0000%							0.00
Invoice Total							31,991.57

Notes

MATERIAL PURCHASE ORDER

CLARK/SULLIVAN BROWARD JV

CA State License No. 796486
1340 Blue Oaks Blvd., Suite 150
Roseville, CA 95678
(916) 338-7707
(916) 338-7700 (fax)

MP # 2143- 11110 S
JOB # 2143
COST CODE # 11110 S

THIS AGREEMENT, made this 25th of January, 2024 by and between Laundry Systems of Nevada, Inc., located at 1217 Gator Way Sparks, Nevada 89431 hereinafter called the Seller, and Clark/Sullivan Broward, Inc. located at 1340 Blue Oaks Blvd., Suite 150, Roseville, CA 95678, hereinafter called the Contractor, WITNESSETH:

Section 1. The seller agrees to furnish and install all material set forth in "Section 2" hereof, for use in the construction of the Plumas County Correctional Facility, for the Plumas County, called the Owner, in accordance with the terms and conditions of this Agreement, and of the Plans, Drawings, Specifications and General Conditions prepared by Arrington Watkins Architect, hereinafter called the Architect or Engineer, forming a part of the Contract between the Contractor and the Owner, dated DATE all of which shall be considered part of this Agreement by this reference thereto, and the Seller agrees to be bound to the Contractor by the terms and provisions thereof.

Section 2. It is agreed that the materials to be furnished by the Seller, and the quantity and unit price thereof, are as follows:

This purchase order includes, but is not limited to, the following:

1. Washer and Dryer

Quantity	Unit	Description	Unit Price	Unit Price Including Tax
		Equipment		\$26,463.00
		Tax		\$1,949.00
		Freight		\$1,050.00
		Travel & Install		\$2,400.00
		Mileage		\$160.00
		Total		\$31,992.00

SELLER'S SALES TAX RESALE PERMIT # _____

STATE OF ISSUANCE _____

It is further agreed that all material furnished is to be delivered by the Seller, as follows:

Section 3. The Contractor agrees to pay the Seller for furnishing the materials and/or performing the work as specified herein the sum of Thirty-One Thousand Nine Hundred Ninety-Two Dollars and zero cents (\$31,992.00), which price does include all applicable sales, use, franchise, excise and other taxes which may now or hereafter be levied, subject to additions and deductions for charges agreed upon or determined as hereinafter provided. Partial payments can be made to the Seller in an amount equal to 100 percent of the value of work and materials incorporated in the construction as estimated by the Contractor and approved by the Owner's Representative, less the aggregate of previous payments, but such partial payments shall not be due or paid to the Seller until the 15th of the month or three (3) days after the Contractor receives payment for such work and materials from the Owner, whichever event occurs later. Seller waives all right of action until said monies are received by the Contractor. Final payment shall be due when work described in this Contract is complete and final payment for said work is received by Contractor from Owner. The acceptance by Seller of final payment shall constitute a release by the Seller in favor of Contractor and its surety of all claims against contractor and its surety arising under or by virtue of this contract other than those claims accepted with the written consent of the Contractor. Seller agrees to accept the price or prices as set forth herein as full compensation for doing all work and furnishing all material contemplated and embraced in this agreement; for all risks of every description connected with the work; for all expense incurred by or in consequence of the suspension or discontinuance with the work; and for faithfully completing work and the whole thereof in the manner and according to the requirements of Contractor, Owner and A/E. All payments under the Agreement shall be made in Roseville, CA.

General Contractor Initials: JS

Subcontractor Initials: _____

PROPOSAL
LAUNDRY SYSTEMS OF NEVADA, INC.
1217 GATOR WAY
SPARKS, NEVADA 89431
(775) 322-5481
Fax (775) 322-9425
Email: acctlaundry@sbcglobal.net
Kevin Morris

Plumas County Jail
1400 E Main St
Quincy, CA 95971

1-530-283-6267
sclark@psco.net

January 22, 2024

Attention: Steve Clark

ONE-UNIMAC WASHER EXTRACTOR

Model UCT060QN0VX, 60 pound capacity, 9 cycle programmable microprocessor control with Led display, 4 compartment supply dispenser with provisions to connect automatic eternal liquid supply systems, inverter drive 200 "G" force, 686 rpm extract speed, 208-240v/60/1 or 3 phase.

List \$20,036.00

Your Cost \$15,027.00

ONE- UCT060 6" BASE FRAME

\$550.00

ONE-UNIMAC STACKED DRYING TUMBLER

Model UTT45NFNORXG6, two 45 pound capacity drying tumblers pockets, reversing Cylinder, each pocket its own dual digital timer controls with LED display, L.P. gas Heated @95,000 btu/hour input per tumbler, 10 inch diameter air outlet with 600 cfm Airflow per tumbler, 208-240v/60/1 or 3 phase.

List \$14,515.00

Your Cost \$10,886.00

Equipment \$26,463.00

Tax 1,918.57

Freight 1,050.00

Travel & Install 2,400.00

Mileage 160.00

Total \$31,991.57

Installation- Includes delivering new equipment, removing and hauling away old equipment if necessary. Set, level, and anchor equipment. Connect the final 3-5 feet of the utilities.
Includes material needed for installation & programming.

Warranty- 3 Years Factory Parts Warranty on the entire machine
6 Months labor with Laundry Systems of Nevada installation

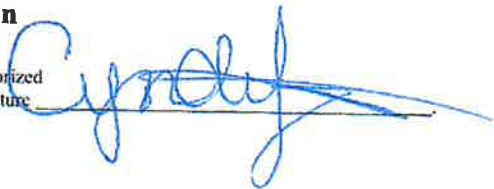
A 5% charge will be added for all credit card transactions

We propose to furnish material in accordance with above specifications, for the sum of: \$31,991.57

Payment to be made as follows: **50% down to order balance upon completion**

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra cost will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Insurance.

Authorized
Signature



ACCEPTANCE OF PROPOSAL THE ABOVE PRICES, SPECIFICATIONS
AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED.

Signature _____

Note: This proposal may be withdrawn by us if not accepted within 30 days

Date of acceptance 1-24-24



Signature _____

COUNTY OF PLUMAS
REQUEST FOR BUDGET APPROPRIATION TRANSFER
OR SUPPLEMENTAL BUDGET

TRANSFER NUMBER

(Auditor's Use Only)

Department: AB443

Dept. No: 70331

Date 2/21/2024

The reason for this request is (check one):

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

Approval Required

Board
 Board
 Board
 Auditor
 Auditor

☒ **TRANSFER FROM OR**

☐ **SUPPLEMENTAL REVENUE ACCOUNTS**

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

Fund #	Dept #	Acct #	Account Name	\$ Amount
0017G	70331	521300	MAINT BUILDING & GROUNDS	31,992.00
Total (must equal transfer to total)				31,992.00

☒ **TRANSFER TO OR**

☐ **SUPPLEMENTAL EXPENDITURE ACCOUNTS**

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

Fund #	Dept #	Acct #	Account Name	\$ Amount
0017G	70331	541245	INDUSTRIAL WASHER/DRYER	31,992.00
Total (must equal transfer to total)				31,992.00

Supplemental budget requests require Auditor/Controller's signature

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

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

A) PURCHASE OF INDUSTRIAL WASHER & DRYER FOR NEW JAIL FACILITY

B) EXPENSES LESS THAN ANTICIPATED

C) EXPENSE INCURRED THIS FISCAL YEAR

D) N/A

Approved by Department Signing Authority:

Ron Jowery

☒

Approved/ Recommended

☐ Disapproved/ Not recommended

Auditor/Controller Signature:

Marty Frank

Board Approval Date:

Agenda Item No.

Clerk of the Board Signature:

Date Entered by Auditor/Controller:

Initials

INSTRUCTIONS:

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

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

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

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

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

Description	Org	Object	Project	Type	Revised	Actual	Enc/Reqs
COMPUTERS<1500.00	7033152	521231		Expense	0.00	0.00	0.00
CAMERA/CAMERA ACCESSORY	7033152	521260		Expense	3,000.00	0.00	0.00
MAINT.-BLDG. & GROUNDS	7033152	521300		Expense	49,814.00	0.00	0.00
OFFICE EXPENSE	7033152	521800		Expense	7,500.00	68.18	0.00
Office Water	7033152	521801		Expense	0.00	0.00	0.00
PROFESSIONAL SVC	7033152	521900		Expense	40,364.00	6,000.00	0.00
SPECIAL DEPT. EXPENSE	7033152	524400		Expense	20,492.00	5,889.82	0.00
AMMUNITION/TACTICAL SUPP	7033152	524900		Expense	50,000.00	29,781.90	0.00
OVERHEAD	7033152	525000		Expense	13,028.00	0.00	0.00
LIABILITY SELF-FUND INSURANCE	7033152	525119		Expense	363.00	181.50	0.00
TRAVEL- OUT OF COUNTY	7033152	527500		Expense	58,645.00	0.00	0.00
ELECTRIC CHARGES	7033152	527802		Expense	0.00	0.00	0.00
PROPANE/OTHR HEATING FUEL	7033152	527803		Expense	0.00	0.00	0.00
WATER/SEWER CHARGES	7033152	527807		Expense	0.00	0.00	0.00



**PLUMAS COUNTY
PLANNING DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM:

MEETING DATE: March 5, 2024

SUBJECT: Planning

Recommendation:

.

Background and Discussion:

.

Action:

.

Fiscal Impact:

.

Attachments:

None



**PLUMAS COUNTY
PLANNING DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Tracey Ferguson, Director of Planning

MEETING DATE: March 5, 2024

SUBJECT: Review and provide direction regarding Plumas County (AP1117) Ignition-Resistant Construction (Home Hardening) and Defensible Space Project Cal OES/FEMA Hazard Mitigation Grant Program (HMGP) subapplication non-federal match requirement in the amount of \$641,852.50. Potential General Fund impact. Discussion and possible action.

Recommendation:

Review and provide direction regarding Plumas County (AP1117) Ignition-Resistant Construction (Home Hardening) and Defensible Space Project Cal OES/FEMA Hazard Mitigation Grant Program (HMGP) subapplication non-federal match requirement in the amount of \$641,852.50.

Background and Discussion:

Under the direction of the Board of Supervisors, and in association with the County Administrative Officer, Planning Director, and Grant Manager, Plumas County, on August 4, 2023, submitted a competitive Hazard Mitigation Grant Program (HMGP) subapplication to Cal OES for the Plumas County (AP1117) Ignition-Resistant Construction (Home Hardening) and Defensible Space Project in the amount of \$2,567,410.00 with a non-federal cost share match of 25% or \$641,852.50 proposed to be funded under the Prepare California Match state agency funding source.

The project is proposed as a partnership between Plumas County and the Plumas County Fire Safe Council (PCFSC) to mitigate fire damage to residential structures and is intended to reduce and/or prevent physical damages by providing roughly \$40,000 per grant award or retrofitting 60+ residential properties (i.e., home hardening the structure and defensible space fuels reduction) to be more fire resilient out to a radius of 100 feet from each home structure. For more information on the subapplication, see attached summary and exhibit.

On January 31, 2024, Cal OES emailed Plumas County that due to the anticipated California State budget deficit, the availability of funding for state grants, such as Prepare California Match, is uncertain. As a result, Cal OES is requesting a response by Plumas County no later than March 8, 2024, about whether the County and/or other local stakeholders is/are able to provide the non-federal matching funds for this potential grant.

Possible local match funding sources could include:

- County Budget FY24/25
- PG&E Settlement Funds
- Other local stakeholders (e.g., Plumas County Fire Safe Council)
- Some other source as directed by the Board of Supervisors

If the County is able to secure a local funding source by March 8, 2024, Cal OES will issue a Request for Information (RFI) via the Engage platform and the County will be notified by email of the RFI, which will allow the County to submit a revised Match Commitment letter and the subapplication will remain eligible for

consideration.

If the County is not able to secure a local funding source by March 8, 2024, to meet the required non-federal matching funds, the County will respond to Cal OES stating that a local match is not available, and Cal OES would then hold the subapplication in the event state matching funds become available.

If the County does not respond at all by March 8, 2024, the subapplication may be removed from consideration.

Action:

Review and provide direction regarding Plumas County (AP1117) Ignition-Resistant Construction (Home Hardening) and Defensible Space Project Cal OES/FEMA Hazard Mitigation Grant Program (HMGP) subapplication non-federal match requirement in the amount of \$641,852.50.

Fiscal Impact:

Potential General Fund impact. The subapplication was submitted and accepted by Cal OES with the intent that the non-federal match requirement would be met with Prepare California Match funding from the state. Due to the anticipated California State budget deficit, the availability of funding for state grants, such as Prepare California Match, is uncertain. If Plumas County is not able to secure local funding to meet the required non-federal matching funds, Cal OES will hold the subapplication in the event state matching funds become available.

Attachments:

1. subApplicationPDF_Plumas AP1117
2. AP1117 Project Impact Area Map

HMGP Subapplication - General Criteria

General Information

Sub-Applicant Name(Entity)	Plumas County
Sub-Applicant Type	County
Street Address	1400 East Main Street
City	Quincy
State	CA
Zip	95971
County	Plumas
Region	Inland
Subapplication Due Date	August 4, 2023

#	Title	First Name	Last Name	Phone Number	Email	Roles
1	Grant Manager	Zachary	Gately	(530) 283-6414	zacharygately@countyofplumas.com	Responsible Representative
2	Planning Director	Tracey	Ferguson	(530) 283-6214	traceyferguson@countyofplumas.com	Primary Contact;Responsible Representative
3	County Administrative Officer	Debra	Lucero	(530) 283-6446	debralucero@countyofplumas.com	Primary Contact
4	National Program Management Lead	Seth	Magden	(602) 451-8858	seth.magden@arcadis.com	Contributor
5		Melissa	Hew	786-305-6283	melissa.hew@arcadis.com	Contributor
6		Jordan	Gray-DeKraai	(402) 560-7512	jordan.graydekraai@arcadis.com	Contributor
7		Danica	Adams	850-422-2555	danica.adams@arcadis.com	Contributor

Role Name	Description
Responsible Representative (subapplication employee authorized to apply for, accept, and manage Federal grant funding)	Manage user roles, view subapplication, edit subapplication, send Maintenance and Match Commitment letters, manage Requests for Information(RFI), Submit the subapplication.
Primary Contact (subapplication employee)	View subapplication, edit subapplication, send Maintenance and Match Commitment letters, and manage Requests for Information(RFI).
Contributor (may be consultant)	View subapplication, and edit subapplication

US Congressional District(s) benefitting from mitigation 3

Assembly District(s) benefitting from mitigation 1

Senate District(s) benefitting from mitigation 1

Federal Information Processing Number (FIPS #) 063-00000

Unique Entity Identifier (UEI #) 010997419

Is this a phased project? Yes

Subapplication Information

Application Type	Examples:
Planning	Activities include developing a new hazard mitigation plan or updating a current mitigation plan.
Planning Related	Activities include: Updating or enhancing sections of the current FEMA-approved mitigation plan, integrating information from mitigation plans with other planning efforts, building capacity through delivery of technical assistance and training, evaluating adoption and/or implementation of ordinances that reduce risk or increase resilience.
Project	Activities involve construction and/or physical work. Examples: acquisition demolition/relocation, debris basin, structural elevation, structural seismic retrofit, hazardous fuels reduction, defensible space, generator(s) (If benefit cost analysis (BCA) feasible).
Advance Assistance	Activities can be used to develop mitigation strategies and obtain data to prioritize, select, and develop mitigation projects and complete applications. Examples: evaluation of facilities or areas to determine mitigation actions, collect data for BCA and environmental historical preservation compliance, conduct engineering designs and feasibility studies, conduct hydrologic and hydraulic studies and cost estimation.
5% Initiative	Activities are defined as mitigation actions that meet all HMGP requirements but may be difficult to evaluate against traditional program cost-effectiveness criteria. Examples such as early warning systems, post-disaster building code enforcement, public awareness and education for mitigation campaigns, hazard identification or mapping, new techniques/methods of mitigation, and generator(s) (if protecting a critical facility and if there is insufficient data to evaluate a generator project using a standard HMA-approved Benefit-Cost Analysis (BCA) method).

Subapplication Type Project

Project Type	Activities:
Acquisition Demo-Relocation	<p>Purchase of properties on a voluntary basis in order to remove structure(s) from natural hazards (flood/landslide/avalanche). Structures must be demolished or relocated outside hazard area.</p> <p>**As referenced in the Hazard Mitigation Assistance Guidance: Property Acquisition and Structure Demolition Projects, Property Acquisition and Structure Relocation Projects</p>
Drainage/Flood Control	<p>Stormwater management projects, including the construction, installation, or improvement of culverts, drainpipes, pumping stations, floodgates, rock, straw and log dams, drainage dips, and detention or retention basins.</p> <p>Flood protection measures for water and sanitary sewer systems or other utility systems. Slope stabilization or grading to direct flood waters away from homes, schools, businesses, utilities, or governmental facilities.</p> <p>Flood protection and stabilization measures for roads and bridges construction, demolition, or rehabilitation of: Dams, Dikes, Levees, Floodwalls, Seawalls, Groins, Jetties, Breakwaters, Stabilized sand dunes, Large-scale channelization of a</p>

	<p>waterway</p> <p>Vegetation management for shoreline stabilization (coastal, riverine, riparian, and other littoral zones) Soil stabilization and erosion control activities.</p> <p>Drought mitigation activities.</p> <p>**As referenced in the Hazard Mitigation Assistance Guidance: Localized Flood Risk Reduction Projects, Non-Localized Flood Risk Reduction Projects, Soil Stabilization, Infrastructure Retrofit, Green Infrastructure</p>
Elevation-Floodproofing	<p>Elevation: Construction to elevate structures above the base flood elevation.</p> <p>Dry Floodproofing: Implementation of techniques to seal the structure from floodwaters.</p> <p>**As referenced in the Hazard Mitigation Assistance Guidance: Elevation (Structure Elevation); Dry Floodproofing (Dry Floodproofing of Historical Residential Structures, Dry Floodproofing of Non-Residential Structures)</p>
Seismic Retrofitting	<p>Retrofitting homes or buildings structurally or non-structurally to reduce damages from earthquakes.</p> <p>**As referenced in the Hazard Mitigation Assistance Guidance: Structural Retrofitting of Existing Buildings, Non-Structural Retrofitting of Existing Buildings and Facilities</p>
Wildfire & Vegetation Management	<p>Defensible space: Creation of perimeters around homes, structures and critical facilities through the removal or reduction of flammable vegetation.</p> <p>Ignition-resistant building materials: Application of ignition-resistant techniques and/or noncombustible materials on new and existing homes, structures and critical facilities.</p> <p>Fire suppression systems: Exterior sprinkler systems to help extinguish flames and prevent the spread of fire to nearby buildings or combustible vegetation.</p> <p>Fuels reduction/vegetation management: Removal of vegetative fuels proximate to at-risk structures that, if ignited, pose a significant threat to human life and property, especially critical facilities.</p> <p>Post-wildfire flooding prevention and sediment reduction measures: Preventative measures that protect property at the base of slopes made vulnerable to erosion and/or flooding because of loss of vegetation or changes in soil composition post-wildfire.</p> <p>**Hazard Mitigation Assistance Program and Policy Guide: 2023</p>
Mitigation Reconstruction	<p>Construction of an improved, elevated building on the same site where an existing building and/or foundation has been partially or completely demolished or destroyed.</p> <p>**As referenced in the Hazard Mitigation Assistance Guidance: Mitigation Reconstruction</p>
Generator(s)/Other Power Source(s)	<p>Installation of generator(s) or other power source(s) (such as a micro-grid) which provides a secondary source of power to a critical facility. Examples: police and fire station, hospitals, water and sewer treatment plant.</p> <p>**As referenced in the Hazard Mitigation Assistance Guidance: Generators</p>
Tsunami Vertical Evacuation	<p>Construction of an evacuation tower which is utilized during a tsunami event to escape the tsunami and debris wave.</p>
Safe Room/Shelter	<p>Construction of safe rooms to provide protection for people in public and private structures from tornado and severe wind events. This type of project includes retrofits of existing facilities or new safe room construction projects.</p> <p>**As referenced in the Hazard Mitigation Assistance Guidance: Safe Room Construction</p>
Utility and Infrastructure Protection	<p>Measures to reduce risk to existing utility systems, roads, bridges and other critical infrastructure. Activities may include retrofitting, relocation, and / or other measures to protect utilities and infrastructure from natural hazard impacts. Other</p>

activities such as replacing or retrofitting electrical transmission or distribution utility pole structures, and replacing water systems that have been burned and have caused contamination may also be considered under this category.

Project Type

Wildfire & Vegetation Management

Hazard

Fire

Request For Information

HMGP Subapplication-Scope of Work

Project Information

Project/Plan Title

Prepare California Match: Plumas County Ignition-Resistant Construction and Defensible Space Project

Brief Summary

This project is a partnership between Plumas County (PC) and the Plumas County Fire Safe Council (PCFSC) to mitigate homes in this rural, fire prone region. This Ignition-Resistant Construction and Defensible Space phased project is intended to reduce and/or prevent physical damages to residential properties resulting from wildfires by retrofitting residential properties to be more fire resilient. This wildfire mitigation project is intended to reduce or prevent physical damages to residential properties resulting from wildfires by retrofitting residential structures to be more fire resilient and creating a defensible space perimeter of 100' to reduce wildfire risk. Plumas County has a long history of wildfires. Considering available data back to 1900, Plumas has a consistent distribution of wildfires across its county lines over the decades (Plumas Wildfire History_1900-2021). However, in the past 20-30 years, the scale and extent of wildfires has increased significantly. The current protection level for the majority of homes in Plumas County is essentially zero, as most of the homes were built pre-2008 - prior to advances in building material products/technology and enhanced methodologies. The year 2008 is highly relevant in this regard, as in 2008 current fire standards were enacted (Plumas County Code of Ordinances, Title 8, Chapter 14 and Title 4, Chapter 2). This project will take advantage of Best Management Practices (BMPs) developed by the Cal OES California Wildfire Mitigation Program in alignment with California Building Code Chapter 7A and CAL FIRE's low-cost retrofit list, as well as follow FEMA P-737 recommended projects. The state's BMPs take into account critical home retrofit and construction measures that have demonstrated success in recent wildfires. Through an incentive program, landowners will have the financial and technical assistance needed to implement those actions. Nature-based solutions will be integrated into defensible space measures (see Integrating BMPs with Defensible Space attachment). The project locations are located in socially vulnerable areas with 85% properties located within Prepare California Match eligibility census tracts. These areas have a high

	fire hazard risk and a low ratio of median household income to state median (Prepare CA Match_Eligibility Map, Social Vulnerability by Census Tract).
Activity Location Latitude	40.000702
Activity Location Longitude	-120.833498
Has a full subapplication for this project been submitted to OES previously	No
Does another Federal entity have primary funding authority for this project	No
Has physical project work already started?	No
Has the project been previously funded under any other federally-administered grant program?	No
Describe how the proposed project is eligible for FEMA HMGP funding as defined by the eligible activities contained in the FEMA Hazard Mitigation Assistance Guidance document	<p>This project delivers benefits to Plumas County community members through Wildfire Mitigation eligible activities identified in HMA Guidance Manual. Furthermore, the project is eligible for FEMA Hazard Mitigation Assistance in accordance with HMA addendum B.4.2 as the project will offer structural protection through ignition-resistant construction and also includes defensible space. As the title of this project indicates, the focus is retrofitting homes, or hardening of homes, with ignition resistant materials and utilizing updated standards that reduce risk. Further, the defensible space component of this project involves wildfire mitigation through creating a 100' enhanced safety perimeter around the home. The Ignition Resistant Construction and Defensible Space project will take advantage of BMPs developed by the Cal OES California Wildfire Mitigation Program in alignment with California Building Code Chapter 7A and CAL FIRE's low-cost retrofit list, as well as follow FEMA P-737 recommended projects. The state's BMPs take into account critical home retrofit and construction measures that have demonstrated success in recent wildfires. Through an incentive program, landowners will have increased access to information about effective mitigation actions as well as the financial and technical assistance needed to implement those actions. Nature-based solutions will be integrated into defensible space measures. See Integrating BMPs with Defensible Space attachment for detailed measures that will be implemented to remove fuel sources while preventing soil erosion and promoting infiltration.</p>
Is the Project located in a special Flood Hazard Area?	Yes
If yes, does the subapplicant participate in the National Flood Insurance Program (NFIP)?	Yes
If the location of the project is in an identified Special Flood Hazard Area and the structure remains in the Special Flood Hazard Area, are all NFIP requirements being addressed?	Yes

If impacts to floodplain or wetlands are anticipated, has there been a public notice? No

Project Alternatives

No Action

If no action is taken, the pervasive devastation experienced from the 2021 Dixie Fire will risk being repeated. As mentioned previously, there has been a significant increase of the duration, scale and intensity of wildfires (Plumas Wildfire History_1900-2021). Seventy-five percent (75%) of the town of Greenville was destroyed – inclusive of many residential structures. In this sense, no action means higher likelihood of devastation amongst rural disadvantaged communities, in a region with a perpetual shortage of affordable housing. When considering a no action scenario, it is important to consider the trends of data to help forecast potential outcomes. In short – no action yields a higher likelihood of direct wildfire risk to families and livelihoods, both in terms of injury and loss of life, but also putting families in jeopardy given socioeconomic conditions and affordable housing shortages. Over the past several decades environmental conditions have become warmer and drier in Plumas County. This has exacerbated the typical fire season, making it begin earlier in the spring and last later into the fall than historically observed. Additionally, during the time of the year normally considered fire season weather and fuel conditions eventually come into an alignment that allows for wildland fires to regularly grow at an explosive rate. It is impossible to manipulate these conditions on the scale needed to effectively lessen the threat to Plumas County communities. With regards to defensible space and ignition resistant construction, inaction will lead to continued loss of natural and man-made resources, such as residential buildings, within Plumas county as a result of the recurring wildland fires in the area. This structure loss can often be well ahead of the location of the main fire due to the distance embers can travel and the opportunistic nature they possess as they land on and around structures where there may be inadequate suppression resources to identify and extinguish spot fires in their incipient stage. Without any widespread implementation of ignition resistant construction and defensible space mitigations these structures will be considerably less likely to remain standing the next time Plumas County is challenged by wildfire within the wildland urban interface.

The proposed plan is to develop and implement a Home Hardening and Defensible Space Program that will provide homeowners an incentive to develop their defensible space and harden their homes against wildfire. With education and technical advice, homeowners will be able to undertake relatively simple best practice techniques that will enhance their homes survivability during a wildfire. This project will provide ignition-resistant construction and defensible space to a pilot program of approximately 60-70 homes. A list of 64 preliminary project locations were identified through PCFSC's existing defensible space program for senior and disabled citizens, providing mitigation efforts to those most in need. A detailed inventory of each structure's address, geographic coordinates, home size, number of stories, year built, and planned mitigation activities is outlined in attachment Project Locations Summary. The benefits of defensible space treatments include moderated fire behavior in proximity to structures to decrease the radiant heat impacting

Proposed Action

homes. This will minimize the generation of embers that can accumulate around homes and start fires, which is very often the cause of structure loss during these events. From the home hardening efforts, structures will be better suited to withstand the remaining radiant heat and embers produced from fires. This combination will increase the structures chances of surviving the incident and help minimize the need for suppression resources. The joint Home Hardening and Defensible Space program will round out and complement pre-existing programs of the PCFSC which include large scale hazardous fuels reduction, fire safe home consultations, Firewise community mentorship, and defensible space work for senior citizens and disabled individuals. The proposed solutions to home hardening retrofits will involve nature-based solutions to reduce wildfire risk. Opportunities for nature-based solutions within the defensible space will be utilized such as restoring areas with native grasses for soil stabilization and erosion control. Invasive species will be removed and replaced with native non-combustibles which require lower levels of irrigation, excluding the 0-5' zone immediately next to homes where all vegetation will be removed. The proposed mitigation solutions will not have any adverse impacts to the area and will account for anticipated future conditions including climate and land use changes.

Second Action Alternative

An alternative to the proposed plan would be to focus specifically on home hardening (ignition resistant) retrofits, leaving defensible space to the responsibility of the homeowner. This would simplify the program by eliminating the administrative tasks associated with establishing and maintaining defensible space. Additionally, the funds that would have been spent on defensible space could be used to treat a greater number of residences. The benefits of quality over quantity makes this alternative less desirable than providing defensible space work in conjunction with the home hardening retrofits. While these best practice retrofits have been proven effective in both laboratory and real world situations, they do have physics based limitations. It does not seem prudent to invest money into home hardening retrofits that may still be challenged by unmoderated fire behavior adjacent to the home due to the lack of appropriate defensible space. CA Public Resources Code (PRC) 4291 is designed to moderate fire behavior under normal conditions as it burns towards structures. Flame lengths should lessen as fire moves through the 3 zones prescribed in the requirements. Without compliance with the code, radiant heat impacts to the retrofits can potentially exceed the engineered combustion resistance of the materials used, and the additional ember production from untreated parts of the property statistically increases the overall chances of small fires propagating to the point that the house becomes involved enough to be lost. This alternative would increase the wildfire resiliency of the residence, but overall would fall short of being as effective as necessary to mitigate the hazard.

Plumas County is a rural county in Northern California, comprised of a mixed topography of wooded mountain ranges (inclusive of the Plumas National Forest) as well as grassy and wooded valleys and flatland areas, where towns are commonly located. The chief hazard to be mitigated against is wildfire. Wildfire risk is a real and present hazard for residential structures in this county, with the bulk of homes being built prior to more modern wildfire-minded building codes and standards. This wildfire risk

Provide a detailed narrative of the hazards to be mitigated against and the impact the hazards present to the community and/or property

and resulting devastation was never more evident than was recently experienced in the 2021 Dixie Fire. Mentioned previously, the 2021 Dixie Fire was a top-r fire in California history, in terms of its massive scale, duration and intensity. 75% of the town of Greenville was destroyed – inclusive of many residential structures. Wildfire risk also carries increased associated hazard for rural communities, and in particular cascading impacts on rural and disadvantaged communities, in a region with a perpetual shortage of affordable housing. With consideration for hazards to the County, its communities and its residents, it is important to consider the data trends related to wildfire risk. Much of Plumas County falls into a moderate, high, or very high fire hazard severity zone (Fire Hazard Severity Zones - Plumas County) and is also in the Wildland-Urban Interface (Wildland-Urban Interface and Communities At Risk). Over recent decades, data indicates increases across the board, durations of risk for longer periods throughout the year, significantly larger and more dynamic and complex fires. The data indicates a higher likelihood of direct wildfire risk to families and livelihoods, both in terms of injury and loss of life, but also putting families in additional jeopardy given socioeconomic conditions and affordable housing shortages throughout the state. This project qualifies for Prepare California Match, as Census Tracts 1, 3, and 4 meet the Exposure and Social Vulnerability Heat Map criteria. 85% of identified project locations fall within these eligible census tracts. Census Tract 1's ratio of median household income to state median is 0.71 with fire and flood percentiles at 1 and 0.91 respectfully. Census Tract 3's ratio of median household income to state median is 0.71 with fire percentile at 0.97. Census Tract 4's ratio of median household income to state median is 0.58 with fire and flood percentiles at 0.99 and 0.95 respectively.

Provide a detailed description of the area and population that will be impacted by this project.

The developed Home Hardening and Defensible Space Program will be available to private landowners/residents across Plumas County. The County includes approximately 486,000 acres of private land and approximately 15,726 habitable structures. Plumas County includes 29 recognized Communities at Risk (CAR) and all communities in Plumas County are within the wildland urban interface (WUI) and are eligible for assistance through the PCFSC programs (Wildland-Urban Interface and Communities At Risk). See Project Locations Summary for home locations and sizes. The outreach efforts during Phase 1 will allow the FSC to connect with approximately 250 individual residences in Plumas County. Properties with greater home hardening and defensible space needs will become the source for projects during Phase 2. In terms of the impacted, or benefiting, population – the data indicates specific areas with populations in need and at higher risk. Mentioned previously, with respect to meeting qualifications for Prepare California Match – this project recognizes the fiscal constraints of a county in full recovery mode and the needs of more socially vulnerable members of the community, as Census Tracts 1, 3, and 4 meet the Exposure and Social Vulnerability Heat Map criteria. Census Tract 1's ratio of median household income to state median is 0.71, fire percentile at 1, and a social vulnerability index (SVI) score of 0.45. Census Tract 3's ratio of median household income to state median is 0.71, fire percentile at 0.97, and SVI score of 0.71. Census Tract 4's ratio of median household income to state median is 0.58, fire percentile at 0.99, and SVI score of 0.69. See the Social Vulnerability by Census Tract attachment for a detailed list of each census tract's vulnerability scores. The Plumas

County FSC would be looking to treat approximately 60 to 70 homes with home hardening retrofits during Phase 2 of the project. See Project Impact Map for 64 preliminary property locations that have been identified.

Approximately half of the preliminary locations fall within census tracts receiving a CDC Social Vulnerability Index of 0.69 or higher (see CDC Social Vulnerability Index attachment). According to 2020 U.S. census data, there is an average of 2.34 persons per household in Plumas County (see attachment U.S. Census Bureau QuickFacts_ Plumas County, California). Performing wildfire mitigation actions to approximately 64 properties will result in a benefiting population of 150.

Number of People or Project(s) Impacted by the Action

150

HMGP Subapplication-Scope of Work Continued

Problem Statement

Describe the problem to be mitigated

This Ignition Resistant Construction and Defensible Space phased project is intended to reduce and/or prevent physical damages to residential properties resulting from wildfires by retrofitting approximately 60 to 70 residential properties to be more fire resilient. No adverse impacts will occur in the area that will be protected by the project. Project locations will be protected out to a radius of 100 feet from each home structure. Approximately 250 properties will be analyzed to create a “No-Issue” list of properties. From this list, approximately 60 to 70 properties will be selected as a pilot program for construction. A preliminary list of 64 properties have been selected but may vary through Phase 1 analysis. The 64 project locations are located in socially vulnerable areas with 85% properties located within Prepare California Match eligibility census tracts. These areas have a high fire hazard risk and a low ratio of median household income to state median (Prepare CA Match_Eligibility Map). The 64 project locations were identified through PCFSC’s existing defensible space program for senior and disabled citizens, further providing mitigation efforts to those most in need. Plumas County has a long history of wildfire damage. Considering available data back to 1900, Plumas has a consistent distribution of wildfires across its county lines over the decades. However, in the past 20-30 years, the scale and extent of wildfires has increased significantly. While portions of Plumas County do have other risk profiles related to flooding or landslides, the aim of this project is the most real and present risk: wildfire. A distribution of wildfires between 1900 and 2021 is shown in attachment SOW - Plumas Wildfire History_1900-2021. Most recently, the 2021 Dixie Fire devastated Plumas County, burning 46% of the total acreage in the county, in addition to affecting four other neighboring counties, was the largest single wildfire in California’s history and the 14th most destructive, damaging or destroying over 1,400 structures, including more than 500 single-family residential homes in Plumas County. Experts note that changes in climate have made the western states warmer and drier, which has increased the potential for wildfires to be more frequent and destructive.

Trigger event for loss avoidance analysis

Existing properties were not constructed with ignition-resistant materials or defensible space practices, leading to complete loss of function and total loss of structures in the event of a fire. Post-mitigation, the 64 project structures will be equipped to resist wildfires and prevent loss of the structure. Damage to the property will be minimized and loss of function will be reduced. The ignition-resistant construction will create a wildfire resilient property envelope to reduce the chance of ignition and the defensible space work will remove highly flammable materials within 100 feet of the property and strategically use fire-resistant plants to reduce the spread of fire to the structure. An analysis of the homes in the path of the 2018 California Camp Fire demonstrated the effectiveness of ignition resistant construction, or home hardening efforts. During the fire, 18 percent of homes built before 2008 when California implemented new fire-resistant building standards were undamaged compared to 51 percent of the homes built after these standards were implemented. Implementing ignition-resistant retrofits and defensible space measures will greatly decrease the risk to life and property damage (Home Damage Pre-2008). The project will be monitored to test the mitigation action effectiveness. All project properties located within one mile of a fire will be tested.

Solution Description

What is the mitigation action for Phase 1?

Phase 1 of the Ignition Resistant Construction and Defensible Space project will focus on project management, vendor procurement, Environmental and Historic Preservation (EHP) analysis, education and outreach, and site selections. This phase will provide hands on assistance opportunities to improve structural resistance to wildfire as described in California Assembly Bill AB38. This includes developing and implementing cost-share, grant funded, or incentive-based projects to help residents with wildfire resistant construction and enhance community wildfire preparedness and protection. All EHP, California Environmental Quality Act (CEQA), National Environmental Policy Act (NEPA), and permitting requirements will be explored and fulfilled as necessary. The EHP analysis will result in a "No-Issue" list which will be used to identify properties for further consideration for construction in Phase 2 (No-Issue List Methodology). Providing outreach, education, and technical assistance for home hardening improvements to local homeowners will include developing outreach materials about wildfire. Phase 1 will provide workshops and educational offerings, such as NFPA Firewise Community events and Wildfire Preparedness Day. This outreach and education will help residents identify, assess, and prioritize home hardening retrofits. Site specific homeowner outreach will be conducted using the "No-Issue" list to gather interest and agreement letters. These efforts could be paired with existing PCFSC programs such as Hazardous Fuels Reduction, Fire Safe Home Visit, and Senior/Disabled Defensible Space already being delivered to Plumas county residents. A site assessment will be completed to verify the eligibility and feasibility of each project site identified in the "No-Issue" list. A final list of parcels will be compiled, and a scope of work will be developed for each participating residence that identifies the specific retrofits prescribed by the program as well as a cost estimate for the work to be done. As this is a lower income area, the CA Prepare match will be used for match of most homeowners. If a higher income earner does apply, they may be responsible for contributing to the match. The

details of the cost share structure will be defined in Phase 1. These scopes of work will be bundled geographically and included in a prospectus for bid in Phase 2. All Phase 1 deliverables will then be sent to Cal OES and FEMA for review.

Phase 2 of the project will include ongoing project management, procurement, and construction activities. Construction will be completed at approximately 60 to 70 properties identified in the final list deliverable from Phase 1. Prior to the start of any construction or vegetation removal, a bird nesting survey will be completed for each property and appropriate mitigation measures will be put in place if any bird nests are found. Construction activities will be implemented in accordance with each property's unique scope of work identified in Phase 1. Ignition resistant construction activities may include replacement of vents, installing fire resistant roofing, siding or windows, enclosing areas under low lying decks to prevent the accumulation of organic combustible materials as well as many other Best Management Practices developed by the Cal OES California Wildfire Mitigation Program in alignment with California Building Code Chapter 7A, and CAL FIRE's low-cost retrofit list, as well as follow FEMA P-737 recommended projects. Defensible space construction activities will create a 100-foot buffer zone around each of the property structures to prevent wildfire's ability to spread. Activities include tree trimming, increasing the spacing between plants and shrubs, and clearing vegetation. Fire-resistant plantings may be planted as nature-based solutions or best management practices to reduce the risk of erosion and downstream water quality impacts. All vegetation will be removed from the immediate 0-5' radius surrounding each property. Construction Management and Inspection will be necessary during the construction phase to provide quality assurance and control and ensure work is undertaken in accordance with the project's regulatory approvals. Work will be inspected for completion prior to payment of invoices. A monitoring schedule will be established to ensure maintenance of retrofits by the homeowner. Construction vendors will be procured, and contracts will be awarded based on bids received and subsequently managed by the program manager. All vendors involved in this phased project will be procured in line with 2 CFR 200 along with State and Local regulations. The most stringent will apply.

What is the mitigation action for Phase 2?

The Home Hardening and Defensible Space Program will be implemented Countywide to a pilot of approximately 60 to 70 residential properties, with an emphasis on prioritizing areas with high wildfire risk and social vulnerability including communities with limited egress or evacuation options, communities within the WUI and intermix WUI, communities outside of a fire district, communities with a greater density of homes, residents in poverty, residents with a disability, residents over the age of 65 and under the age of 5, residents with language barriers, and residents without vehicular transportation. Homeowner retrofits will advance whole community wildfire risk reduction while protecting the most vulnerable people and property from wildfire. It will increase structure resilience to wildfires while reducing the spread of wildfire to adjacent structures, thereby reducing the risk to both life and property. Additionally, reducing residential property fire risk also reduces the potential need for emergency fire response services to those properties. As a result, emergency response

How will this action provide protection from future natural hazards?

resources can be allocated to other community needs during times of emergency fire situations. The proposed solutions to home hardening retrofits will involve nature-based solutions to reduce wildfire risk. The project will partner with the PCFSC Defensible Space program which assists homeowners in creating a buffer between their property buildings and flammable vegetation. Opportunities for nature-based solutions within the defensible space will be utilized. The proposed mitigation solutions will account for anticipated future conditions including climate and land use changes. Ancillary benefits associated with the project will include removal of invasive species and erosion control through defensible space BMPs.

Project Deliverables

List the Deliverables for Phase 1 of proposed project.

- Community education and outreach materials • Engage cooperators (PCFSC, Local fire departments, planning/building department, Plumas County OES, and UC Cooperative extension) • Property assessments • Procurement • Environmental and Historic Preservation (EHP) • California Environmental Quality Act (CEQA) • Studies to assist with NEPA process • Vegetation removal summary (amount, methods, photographs) • Updated Schedule • Updated Benefit Cost Analysis (BCA) • Photos of each site receiving treatment • Scope of work for each parcel • Engineering cost estimates • “No-Issue” List of properties • Final parcel list and right of entry forms • Project tracking system • Homeowner cost share framework • Applicable local permits if required

List the deliverables for Phase 2 of proposed project.

- Procurement • Site preparation • Site mobilization • Nesting bird surveys 7-days prior to site displacement • Implementation / Construction • Obtain permits as necessary per parcel • Inspection • Post-work verification, photos, homeowner acknowledgement of maintenance requirements. • Demobilization • Grant closeout

Hazard Mitigation Plan Information

Local Hazard Mitigation Plan Status

Adopted

What is name/title of the plan?

Plumas County Local Hazard Mitigation Plan Update

What type of LHMP?

Local Multi Jurisdictional Multihazard Mitigation Plan

Applicable Hazard Mitigation Plan Expiry Date

June 23, 2025

Does the project comply with the local hazard mitigation plan?

Yes

Does the project comply with the current California state hazard mitigation plan?

Yes

HMGP Subapplication - Work Schedule

Work Schedule

The intent of the work schedule is to provide a realistic appraisal of the time and components required to complete the project.

The work schedule should mirror the Scope of Work and Cost Estimate.

- Describe each of the major work elements and milestones in the description.
- Project Close-Out should be included which must be 3 months in duration.
- A GANTT chart may be provided as supplemental documentation.
- Total project duration must not exceed a 36 month period of performance.

#	Phase	Task Name	Description	Start Month	Duration (Months)
1	Pre-Award	Pre-Award	Pre-Award activities		
2	Phase 1	Project Management	Project Execution Oversight, Interagency Coordination and Partnerships, Management Reporting, Creation of project tracking system, Reimbursement process and procedures	1	18
3	Phase 1	Procurement (Project Manager, EHP Specialist)	RFP Development, Bid Process, Award and Selection	1	3
4	Phase 1	Environmental and Historic Preservation (EHP) Review & Permitting	FEMA Kickoff Call, EHP Analysis, California Environmental Quality Act (CEQA), Studies to assist with NEPA process (as needed)	4	8
5	Phase 1	Education and Outreach	Homeowner Outreach, Homeowner Application, Right of Entry / Landowner Agreements	7	12
6	Phase 1	Site Selection and Design	Property Assessments, Develop Final Parcel List, Photos of each site receiving treatment, Identify the Preferred Level of Protection, Identify Scope of Work for each Parcel	9	10
7	Phase 1	Phase 1 Deliverable Submission	All P1 deliverables will be submitted to Cal OES for review	19	1
8	Phase 2	Project Management	Project Execution Oversight, Interagency Coordination and Partnerships, Management Reporting,	20	14
9	Phase 2	Procurement (Construction)	RFP Development, Bid Process, Award and Selection	20	3
10	Phase 2	Construction	Ignition-Resistant Construction, Defensible Space Construction, Construction Management, Bird Nesting Surveys	23	11
11	Closeout	Closeout	Project Closeout line item	34	3

Total Duration : 36

HMGP Wildfire & Vegetation Management

HMGP - Wildfire & Vegetation Management

Select applicable project type(s):

Ignition Resistant Construction, Defensible Space

Describe how the proposed project is designed to protect residential buildings, neighborhoods, non-residential buildings, structures and/or infrastructure from future wildfire hazards and or post-wildfire hazards?

This project will mitigate wildfire risk by utilizing CA Building Code Ch. 7A, latest fire science, noncombustible materials, and CA 4291. Pairing IRC and DF yields a 20% effectiveness. This project will provide protection to life and property.

Describe who will be implementing the project and the financial arrangements in place.

PC staff will handle all grant management items and assist with other tasks. PCFSC and procured contractors will carry out outreach, site selection, EHP, procurement, and construction tasks. A Funding

Describe the wildfire mitigation treatments proposed, and type of equipment to be used to accomplish the activities.

Proposed ignition-resistant retrofits will increase each property's fire resistant through implementation of best management practices outlined in the California Building Code Chapter 7A, CAL FIRE's low-cost retrofit list, Wildfire Home Retrofit Guide, NFPA 1144, and FEMA P-737 recommended projects. These include but are not limited to replacement of skylights, vent coverings, replacement of combustible materials, weather stripping installation, etc. See attached Detailed Cost Estimate Spreadsheet for a detailed list of all proposed mitigation action activities. Defensible space activities will create a 100-foot buffer zone around each of the 64 structures to prevent wildfire's ability to spread. Activities include tree trimming, increasing the spacing between plants and shrubs, and clearing vegetation. Fire-resistant plantings may be planted as nature-based solutions or best management practices to reduce the risk of erosion and downstream water quality impacts. Required vehicles and equipment may include standard lawn equipment such as a chipper, chain saws, weed whackers, etc. Any fieldwork to include visual assessments or surveys will be conducted via motorized vehicle, or on foot.

Describe the existing wildfire mitigation local building, land use, and development codes for the project area.

All proposed wildfire mitigation actions will be in compliance with all current codes and utilize best practices. Defensible space practices for residential buildings will be implemented in accordance with local fire codes; standards and design criteria provided by ICC, FEMA, the U.S. Fire Administration, and the NFPA; well-established and proven techniques; and Firewise practices. The radius of defensible space for each property is estimated to be 100 feet but may vary property to property based on site conditions, topography, slope steepness, etc. Ignition-resistant construction will follow all local fire and building codes, standards, best practices, and proven techniques. Relevant codes and standards include: • Chapter 7a California building codes • NFPA Standard 1141- Standard for Fire Protection Infrastructure for Land Development in Wildland, Rural, and Suburban Areas • NFPA Standard 1144- Standard for Reducing Structure Ignition Hazards from Wildland Fire • Plumas County Community Wildfire Protection Plan (CWPP) • Plumas County Local Hazard Mitigation Plan (LHMP) • Plumas County Code of Ordinances, Title 8, Chapter 14 and Title 4, Chapter 2 • CA Public Resource Code 4291 • International Wildland-Urban Interface Code (IWUIC) • FEMA P-737, Homebuilder's Guide to Construction in Wildfire Zones (2008) • FEMA P-754, Wildfire Hazard Mitigation Handbook for Public Facilities (2008)

The proposed Ignition Resistant Construction and Defensible Space project directly addresses the purpose and need of the project by bridging a critical gap in the community wildfire protection strategy. Plumas County has a commendable history of community awareness regarding the threats posed by wildfires. Over the last three decades, efforts have been made to increase fuel reduction around communities in the Wildland Urban Interface (WUI) and intermix areas. While these fuel reduction measures have successfully mitigated fuel accumulation and fire behavior near homes, they do not fully address the vulnerability of residential properties to ember ignition. Case studies from Colorado, such as the 2010 Fourmile Canyon Fire and the 2012 Waldo Creek Fire, have demonstrated that homes can still be lost even in areas where fuel reduction efforts have been

Provide a narrative describing how the proposed action meets the purpose and need of the project.

implemented. The primary factor contributing to home loss is the design, materials, and maintenance of the structures themselves. This vulnerability is particularly evident when firefighting resources are insufficient or unavailable to provide individual home-level protection and triage. Many of the homes in Plumas County are in the intermix WUI which poses challenges for wildfire suppression in terms of community fire protection and structure triage. In addition, many of these homes and subdivisions were built prior to 2008 when current fire standards were enacted (Plumas County Code of Ordinances, Title 8, Chapter 14 and Title 4, Chapter 2). Consequently, the overwhelming majority of homes in Plumas County likely do not meet the current fire code and are in need of structure retrofits to improve resistance to fire. Common home vulnerabilities in Plumas County communities include wood siding, attached wooden decks/structures, non-tempered glass windows, eave and soffit design/screening, lack of sufficient water suppression resources, and outbuilding siting/maintenance/design. The proposed ignition-resistant construction and defensible space project will directly address these vulnerabilities and enhance the community's overall wildfire protection. By retrofitting existing homes and implementing fire-resistant design and materials, the risk of damage and loss due to ember ignition will be significantly reduced. Additionally, the project will prioritize the creation of defensible space around residential properties, further improving the chances of withstanding wildfire events.

Describe how the proposed mitigation activities significantly reduce the vulnerability of target structures or facilities to the identified hazards?

While fuel reduction efforts mitigate fuels accumulations and fire behavior in the WUI, residential homes and adjacent structures may still be vulnerable to fire ignition and loss due to ember ignition or from low intensity ground fire if fire resistant design and materials are not in place. Findings from case studies suggest that even where fuel reduction has mitigated fire behavior, homes may burn and be lost as a result of structure design, materials, and maintenance – particularly when firefighting resources are not available or are insufficient to provide individual structure protection and triage. Many of the homes and subdivisions in Plumas County were built prior to 2008, when current fire standards were enacted. As a consequence, a large majority of homes in Plumas County may need structure retrofits to improve resistance to fire. Common home vulnerabilities in Plumas County communities include wood siding, attached wooden decks/structures, non-tempered glass windows, eave and soffit design/screening, lack of sufficient water resources, and outbuilding siting/maintenance/design. As a result, Plumas County residents may continue to be vulnerable to large scale home and economic loss despite widespread defensible space efforts. The Fire Safe Council's program will take advantage of Best Management Practices developed by the Cal OES California Wildfire Mitigation Program in alignment with California Building Code Chapter 7A, CAL FIRE's low-cost retrofit list (see attachment Cal FIRE Low Cost Retrofit List). The state's BMPs take into account critical home retrofit and construction measures that have demonstrated success in recent wildfires. Through an incentive program, landowners will have increased access to information about effective mitigation actions as well as the financial and technical assistance needed to implement those actions.

Do the proposed mitigation activities include the removal of vegetation

or fuels?	Yes
Do the proposed mitigation activities include the use of herbicides and/or biological controls?	No
Do the proposed mitigation activities include seeding and/or the planting of vegetation?	No
Confirm the subapplication includes only eligible wildfire mitigation activities?	Yes
If the proposed activities are hazardous fuels reduction, are the wildfire mitigation proposed methods eligible?	N/A
If yes, is the cost of treatment less than or equal to \$5,250.00 per acre?	
Provide a statement that a draft of the Operations and Maintenance Plan (OMP) to maintain the treatment area throughout the useful life of the project will be provided at closeout.	A draft of the Operations and Maintenance Plan (OMP) to maintain the treatment area throughout the useful life of the project will be provided at closeout.
If the project proposes ground disturbance, has a consultation with the State/Tribal Historical Preservation Office been conducted?	No
If yes, cite relevant code and attach.	All ignition-resistant construction and defensible space measures to protect residential structures from wildfire will adhere to all local fire-related codes and standards. These codes include the following: • Chapter 7a California building codes • NFPA Standard 1141- Standard for Fire Protection Infrastructure for Land Development in Wildland, Rural, and Suburban Areas • NFPA Standard 1144- Standard for Reducing Structure Ignition Hazards from Wildland Fire • Plumas County Code of Ordinances, Title 8, Chapter 14 and Title 4, Chapter 2 • CA Public Resource Code 4291 • International Wildland-Urban Interface Code (IWUIC) • FEMA P-737, Home Builder's Guide to Construction in Wildfire Zones
What is the total combined acreage for all treatment areas included in the project area?	12

HMGP Project Site List Wildfire & Vegeta

Project Site(s)

Have all specific sites where project work will be conducted been identified?	No
What is the percentage level of design?	0

If you do not know all of the specific projects where work will be completed, or if your design level is below 60% this will need to be a Phased Project. You will need to submit a new NOI. Contact your HMA Grants Specialist or send an email to hma@caloes.ca.gov, referencing this subapplication by the AP # and request a conversation about phasing the project.

HMGP Subapplication - Project Cost Estimate

Project Cost Estimate

#	Phase	Cost Type	Item Name	Unit Quantity	Unit of Measure	Unit Cost	Cost Estimate Total	Pre Award Cost	Cost Estimate Narrative
1	Phase 1	Force Acct. Labor - Project Mgmt	Project Manager - Plumas County	60	Hour	\$ 110.00	\$ 6,600.00	false	Internal Staff and procured contractor to manage the overall project. Duties of the project management team will include but not limited to: a. Overall project coordination and execution oversight b. Review of technical deliverables c. Scheduling d. Budgeting e. Producing deliverables f. Management reporting g. Conducting internal and external coordination meetings h. Managing staff i. Creation of a project tracking system j. Management of the reimbursement process and procedures Ongoing management of project activities will occur throughout the entirety of the project. These efforts will include interagency coordination through the sharing of information and lessons learned. Successful completion of the scope of work will rely on partnership building and coordination across Plumas County and stakeholders.
2	Phase 1	Force Acct. Labor - Project Mgmt	Program Manager - Plumas County Fire Safe Council	60	Hour	\$ 52.00	\$ 3,120.00	false	Internal Staff and procured contractor to manage the overall project. Duties of the project management team will include but not limited to: a. Overall project coordination and execution oversight b. Review of technical deliverables c. Scheduling d. Budgeting e. Producing deliverables f. Management reporting g. Conducting internal and external coordination meetings h. Managing staff i. Creation of a project tracking system j. Management of the reimbursement process and procedures Ongoing management of project activities will occur throughout the entirety of the project. These efforts will include interagency coordination through the sharing of information and lessons learned. Successful completion of the scope of work will rely on partnership building and coordination across Plumas County and stakeholders.
3	Phase 1	Contractor/Consultant - Project Mgmt	Project Manager - Consultant	160	Hour	\$ 200.00	\$ 32,000.00	false	Internal Staff and procured contractor to manage the overall project. Duties of the project management team will include but not limited to: a. Overall project coordination and execution oversight b. Review of technical deliverables c.

									<p>Scheduling d. Budgeting e. Producing deliverables f. Management reporting g. Conducting internal and external coordination meetings h. Managing staff i. Creation of a project tracking system j. Management of the reimbursement process and procedures Ongoing management of project activities will occur throughout the entirety of the project. These efforts will include interagency coordination through the sharing of information and lessons learned. Successful completion of the scope of work will rely on partnership building and coordination across Plumas County and stakeholders.</p>
4	Phase 1	Contractor/Consultant - EHP	EHP - Consultant - EHP Specialist	200	Hour	\$ 145.00	\$ 29,000.00	false	<p>The subapplicant will comply with the National Environmental Policy Act (NEPA) through analysis and documentation of the possible environmental effects of the Project. Additionally, project activities will adhere to all California Environmental Quality Act (CEQA) requirements. A procured EHP Specialist will perform this work. The EHP Specialist will document any possible environmental impacts of the preferred project. Additionally, the project team will assess environmental review and other permitting requirements at the local, state, and federal levels and prepare a regulatory compliance management plan to establish the regulatory compliance roles and responsibilities and the strategy for permit compliance. An extensive list of potential permits, approvals, registrations, authorizations, consultations, and notifications required for the project will be identified and will be continuously refined as the project progresses. The EHP Specialist will develop a "No-Issue" list which will be used to further identify properties for construction in Phase 2 (see No-Issue List Methodology attachment). The hourly quantities and rates are consistent with historical data on the size of</p>
5	Phase 1	Force Acct. Labor - Project Mgmt	Education and Outreach - Plumas County Fire Safe Council Program Manager	200	Hour	\$ 52.00	\$ 10,400.00	false	<p>The Plumas County Fire Safe Council (PCFSC) Program Manager will conduct education and outreach activities. Tasks activities will focus on providing outreach, education, and technical assistance to local homeowners related to reduction of wildfire risk associated with home hardening and defensible space measures. These activities will include but not limited to: a. Stakeholder management and engagement b. Develop outreach materials about wildfire and the built environment. c. Provide workshops and educational offerings, such as National Fire Protection Association (NFPA) Firewise</p>

									Community events and Wildfire Preparedness Day. d. Develop opportunities to provide site specific home consultations on the home ignition zone. The PCFSC Program coordinator will conduct homeowner meetings to obtain feedback on mitigation activity alternatives and selection of a preferred alternative. Feedback will help identify additional challenges or obstacles in evaluating the feasibility of sites and project alternatives. The hourly rates were provided by the PCFSC which includes a loaded hourly rate of \$47/hour in addition to a 10% indirect cost increase.
6	Phase 1	Force Account Labor	Site Selection - PCFSC Certified Wildfire Mitigation Specialist	1000	Hour	\$ 52.00	\$ 52,000.00	false	<p>a. Identifying areas of wildfire risk and vulnerability b. Compiling an inventory of existing conditions (building materials, vegetation, etc.) c. Identifying obstructions and/or barriers on the property that could impact the project alternatives used. The property assessments will inform the PCFSC's Program Manager to develop a final parcel list. This list may deviate from the initial list of 64 properties due to access constraints, project feasibility, EHP review, and homeowner agreements. The PCFSC Certified Wildfire Mitigation Specialist conducting the property assessments will take and compile detailed photographs of each site including each side of the structure and within the 100-foot radius of the structure where defensible space measures will be implemented. The PCFSC Certified Wildfire Mitigation Specialist will identify and summarize the appropriate level of protection and type of intervention needed at each property to meet the mission of providing wildfire risk mitigation. The final scope of work will be unique to each property and include a combination of ignition-resistant retrofits and defensible space activities.</p>
7	Phase 1	Force Acct. Labor - Project Mgmt	Site Selection - PCFSC Program Manager	120	Hour	\$ 52.00	\$ 6,240.00	false	The property assessments will inform the PCFSC's Program Manager to develop a final parcel list. This list may deviate from the initial list of 64 properties due to access constraints, project feasibility, and homeowner agreements.
8	Phase 2	Force Acct. Labor - Project Mgmt	Phase 2 PM - PC Project Manager	40	Hour	\$ 110.00	\$ 4,400.00	false	<p>Internal Staff and procured contractor to manage Phase 2 of the project. Duties of the project management team will include but are not limited to: a. Overall project coordination and execution oversight b. Review of technical deliverables c. Scheduling d. Budgeting e. Producing deliverables f. Management reporting g. Conducting internal and external coordination meetings h. Managing staff</p>

9	Phase 2	Contractor/Consultant - Construction	Construction - Defensible Space Construction	65	Each	\$ 36,000.00	\$ 2,340,000.00	false	A Construction Contractor will implement the ignition-resistant and defensible space construction in accordance with the scope of work identified in Task 4. See estimated mitigation activity costs in the attached "Detailed Cost Estimate Spreadsheet" prepared by PCFSC based on historic project costs.
10	Phase 2	Contractor/Consultant - Construction Mgmt	Construction - Construction Contractor	275	Hour	\$ 110.00	\$ 30,250.00	false	Construction Management will be necessary during the construction phase to provide quality assurance and control and ensure work is undertaken in accordance with the project's regulatory approvals. Construction Management services will be performed by a procured construction management team.
11	Phase 2	Contractor/Consultant	Construction - Ecologist	200	Hour	\$ 175.00	\$ 35,000.00	false	Bird nesting surveys will be completed by an experienced Ecologist prior to any vegetation removal and will be conducted by an experienced ecologist.
12	Phase 2	Permits/Inspection	Construction - PCFSC Inspector	120	Hour	\$ 52.00	\$ 6,240.00	false	Inspection will be necessary during the construction phase to provide quality assurance and control and ensure work is undertaken in accordance with the project's Inspections will be conducted by a PCFSC Inspector.
13	Phase 2	Permits/Inspection	Construction - PC Permitting Specialist	40	Hour	\$ 52.00	\$ 2,080.00	false	A Plumas County Permitting Specialist will obtain any construction permits and regulatory approvals as necessary.
14	Phase 2	Force Acct. Labor - Project Mgmt	Phase 2 PM - PCFSC Program Manager	40	Hour	\$ 52.00	\$ 2,080.00	false	Internal Staff and procured contractor to manage Phase 2 of the project. Duties of the project management team will include but are not limited to: a. Overall project coordination and execution oversight b. Review of technical deliverables c. Scheduling d. Budgeting e. Producing deliverables f. Management reporting g. Conducting internal and external coordination meetings h. Managing staff
15	Phase 2	Contractor/Consultant - Project Mgmt	Phase 2 PM - Consultant Project Manager	40	Hour	\$ 200.00	\$ 8,000.00	false	Internal Staff and procured contractor to manage Phase 2 of the project. Duties of the project management team will include but are not limited to: a. Overall project coordination and execution oversight b. Review of technical deliverables c. Scheduling d. Budgeting e. Producing deliverables f. Management reporting g. Conducting internal and external coordination meetings h. Managing staff
							\$ 2,567,410.00		

COST REVIEW

Phase 1 Project Costs	\$ 139,360.00
Phase 2 Project Costs	\$ 2,428,050.00
Total Project Cost	\$ 2,567,410.00
Non-Federal Cost Share (Match)	\$ 641,852.50
Non-Federal Cost Share (Match) Percentage	25%
Federal Share Request	\$ 1,925,557.50

HMGP-Maintenance Commitment

MAINTENANCE & REPORTING COMMITMENT

This acknowledgment of Maintenance & Reporting Commitment is to confirm the Subapplicant/Subrecipient is committed to perform the necessary maintenance for the entire useful life of the project, once completed. The entity responsible for maintenance is allocating the annual budget amount that will allow maintenance to occur as needed to ensure the project building/facility/area remains in good repair and operational.

To justify Hazard Mitigation Assistance funding, California is required to report to FEMA on the performance of completed mitigation measures. This acknowledgment of Reporting Commitment confirms that the Subapplicant/Subrecipient is committed to report on the performance of funded mitigation measures when tested by natural hazard events for the entire useful life of this project.

Process: Complete the fields below. The information provided here will automatically populate a templated Maintenance & Reporting Commitment letter to be signed by a Responsible Representative identified by you below. The Responsible Representative must be a high-level person from the subapplicant entity who is authorized to commit the entity to request and receive grant funding. The Responsible Representative cannot be a contractor or a consultant. After you click the "Add Responsible Representative" button to provide the contact information for the Responsible Representative, click "Send for Signature." The individual will receive an email notification from DocuSign with a link to access and sign the commitment letter. The Signature Status below will reflect "Sent For Signature." Once signed, the letter will automatically upload to the subapplication.

Maintenance & Reporting Commitment Letter Date	August 1, 2023
Subapplicant Name	Plumas County
Subapplicant Mailing Street	1400 East Main Street
Subapplicant Mailing City	Quincy
Subapplicant Mailing State	CA
Subapplicant Mailing Postal Code	95971
Disaster Number	Rolling Application
Control number	AP-01117

Entity Responsible	Fire Safe Council
Number of years of maintenance	10
Project Building/Facility/Area	See Project Locations attachment for a list of structures included in the project.
Annual Maintenance Amount	\$ 44,800.00
What are the Past Maintenance Tasks Involved?	PCFSC provides defensible space property inspections to verify compliance with PRC 4291 standards (Defensible Space Inspections). Trained Fire Safe Council staff and volunteer Plumas County residents have responded to home visit requests to facilitate fire-safe communication between Plumas residents. These home visits result in an online, interactive report designed to help residents understand potential fire hazards (Fire Safe Home Visits).
What are the Future Maintenance Tasks Involved?	Homeowners will be responsible for ongoing maintenance activities on their property. Plumas County will conduct annual inspections of the properties to verify that maintenance is being adequately performed. The PCFSC will provide maintenance assistance as needed, including vegetation trimming and removal.
Future Maintenance Schedule	Plumas County will conduct inspections and maintenance activities on an annual basis.
Future Cost of Maintenance	\$ 448,000.00
Source of Future Maintenance Funds	Operating Budget

Responsible Representative Confirmation

#	Title	First Name	Last Name	Phone Number	Email	Signature Status
1	Planning Director	Tracey	Ferguson	(530) 283-6214	traceyferguson@countyofplumas.com	Signed

HMGP - Match Commitment

Match Commitment Letter

As a part of the Hazard Mitigation Grant Program process, a Non-Federal Share (Match) of at least 25% of the total project amount is required. This acknowledgment is to confirm the Subapplicant/Subrecipient commitment to meet the Non-Federal Share (Match) funding requirement.

Process: Complete the fields below. The information provided here will automatically populate a templated Match Commitment letter to be signed by a Responsible Representative identified by you below. The Responsible Representative must be a high-level person from the subapplicant entity who is authorized to commit the entity to request and receive grant funding. The Responsible Representative cannot be a contractor or a consultant. By sending this document for signature, you are acknowledging the requirements outlined here. After you click the “Add Responsible Representative” button to provide the contact information for the Responsible Representative, click “Send for Signature.” The individual will receive an email notification from DocuSign with a link to access and sign the commitment letter. The Signature Status below will reflect “Sent For Signature.” Once signed, the letter will automatically upload to the subapplication.

Please be Advised:

If additional federal funds are requested, an additional Non-Federal Share (Match) funding commitment letter will be required.

If a funding source is from outside the Subapplicant entity, upload documentation supporting the funding commitment and availability of funding.

Match Commitment Letter Date	October 1, 2023
Sub-Applicant Name(Entity)	Plumas County
Control Number	AP-01117
Non-Federal Cost Share Source	State Agency Funding
Name of Funding Source(s)	Prepare California Match
Funding Type	State Funding
Federal Share Amount Requested	\$ 1,925,557.50
Non-Federal Share (Match) Commitment	\$ 641,852.50
Non-Federal Share (Match) Availability Start Date	October 1, 2023
Is there an expiration date of the Non-Federal Share (Match)?	No

CONFIRMATION

#	Title	First Name	Last Name	Phone Number	Email	Signature Status
1	Planning Director	Tracey	Ferguson	(530) 283-6214	traceyferguson@countyofplumas.com	Signed

HMGP Subapplication - Benefit Cost Analysis

Benefit Cost Analysis

Was cost effectiveness determined by using pre-calculated benefits?	No
Was the current version of the FEMA Benefit Cost Analysis Toolkit utilized to determine the benefit cost ratio for the proposed project?	Yes
What are the total costs in the BCA?	\$ 2,882,066.00
What are the total benefits in the BCA?	\$ 3,662,290.00
What is the Benefit Cost Ratio (BCR)?	1.27

Grant Management Cost Application

HMGP Grant Management Cost Application

Subrecipient Grant Management costs are available at no more than 5% of the final project cost to subrecipients who apply and can meet all Federal grant requirements. Subrecipients must provide a detailed budget of the management cost request per 2 CFR 200.403, which is subject to Cal OES/FEMA approval. Reimbursement is based on documented actual cost.

For further clarification, grant management is different than project management. Grant management activities are to manage the grant (Subapplication Development, Quarterly Reporting, Reimbursement Submission). Project management is to manage the actual physical project itself (construction oversight, project scheduling and coordination, project meetings).

FEMA Definition of Management Costs: Any indirect cost, any direct administrative cost, and any other administrative expenses associated with a specific project under a major disaster, emergency, or disaster preparedness or mitigation activity or measure.

Directions: For each applicable category, provide a total estimated cost. Refer to the Management Cost examples below for costs that may be included. For the Narrative field, include a detailed description of work for each cost, including methodology used to estimate each cost. example, if your cost estimate includes your agency's time, include estimated hours, personnel titles, and salary/hourly wages plus benefits for a hourly cost. Additionally, describe how these costs will be used through the life of the grant.

Total Federal Cost Share \$ 1,925,557.50

Maximum Eligible Management Cost \$ 128,370.50

Management Cost Budget Breakdown

A. Pre-Award: Subapplication development, community outreach, meetings related to Subapplication development.

#	Expense Name	Amount	Description
1	Subapplication Development	\$ 20,000.00	Consulting grant writer's hours (\$200/hr for 100 hours) to complete the BCA, EHP, and assist with the subapplication.
2	Subapplication Development	\$ 11,000.00	Plumas County Project Manager house (\$110/hr for 100 hours) to write the subapplication.
		\$ 31,000.00	

B. Staff Time - Salary or hourly employee time to manage technical monitoring, quarterly reporting, technical assistance, and the reimbursement and close-out process.

#	Position	Hourly Rate	Hours	Amount	Description
1	Plumas County - Grant Manager	\$ 110.00	350	\$ 38,500.00	Grant Manager to provide technical monitoring, quarterly reporting, technical assistance, invoice review, document retention and file management, and the reimbursement and grant closeout processes.
2	Plumas County - Project Manager	\$ 110.00	200	\$ 22,000.00	Project Manager internal oversight to provide general oversight and administration of the grant award and closeout.

3	Plumas County - Fire Safe Council Project Manager	\$ 52.00	140	\$ 7,280.00	Project Manager internal oversight to provide general oversight and administration of the grant award and closeout.
4	Consultant - Project Manager	\$ 200.00	100	\$ 20,000.00	Project Manager oversight to provide general assistance and administration of the grant award.
5	Plumas County - Procurement Specialist	\$ 52.00	180	\$ 9,360.00	The Procurement Specialist will perform tasks including RFP development, preparation of project bid documents, and the management of project bidding and vendor selection. A Project Manager, EHP Specialist, Ecologist, and Construction Contractor will be procured.
				\$ 97,140.00	

C. Travel - Cost to attend professional development training course directly related to implementation of the Hazard Mitigation Grant.

D. Equipment - Cost directly related to implementation of Hazard Mitigation Grant.

E. Supplies - Supply cost directly related to implementation of the Hazard Mitigation Grant, such as printer materials and office supplies.

E. Indirect Cost - Depreciation or use allowances on buildings and equipment, costs to operate and maintain facilities, general administration and accounting administration.

F. Other - Any other administrative expenses not captured in the categories above.

Total Management Cost Requested \$ 128,140.00

Maximum Management Cost Allowed (Requested Allowed) \$ 128,370.50

HMGP Subapplication - Environmental Information

EHP

Floodplains - Is the project within or will it modify a floodplain? Yes

Wetlands - Does the primary site alternative and/or its practicable alternative require a Section 10 of the Rivers and Harbors Act or a CWA Section 404 permit? Yes

Viewshed - Is the proposed project located in or adjacent to a residential or historic district? Yes

Existing habitat - Identify and describe any existing, observed in the field, or known or expected to exist flora and fauna species at the project site and immediately surrounding the site.	This is a phased project. Existing site conditions will be investigated during Phase 1. No known endangered species of flora and fauna are located in the preliminary project locations or surrounding areas.
Endangered/threatened species and/or critical habitat - Are any endangered/threatened species known to exist at the site or in the immediate vicinity?	No
Migratory flyway or migration barrier - Is the proposed project new construction or extension of an existing tower of 30' in height or more?	No
Invasive Species – Will the project include construction?	Yes
Minority (or) low-income populations – Will the proposed project impact minority and low-income populations as identified in Executive Order 12898?	Yes
Farmland – Will a project alternative convert or impact important farmland?	No
Historic and Cultural Characteristics – Are there any listed, eligible or potentially eligible historic/archaeological resources (in) the (Area of Potential Effects)?	No
Are there any hazardous, toxic substances at the site?	No
Roadway and Access - Will the project include road construction and/or vehicular access?	No

Documents

Document Type	Description	
Work Schedule Documentation	Please provide documentation to support your Work Schedule if needed	
Project Schedule - Gantt Chart_v2.xlsx		09/14/2023 7:21 PM
Project Schedule - Gantt Chart.xlsx		08/01/2023 4:36 PM
Maintenance & Reporting Commitment Documentation	Please upload documents that support your Maintenance & Reporting Commitment, if needed.	
Maintenance & Reporting Commitment Letter.pdf		08/03/2023 11:32 PM
Maintenance & Reporting Commitment Letter_v2.pdf		08/16/2023 8:35 PM
Cost Estimate - Supporting Documentation	Provide supporting documentation to substantiate your cost estimate, including documentation that demonstrates the pre-award costs incurred within the authorized period for pre-award. The pre-award period is after the disaster declaration date and before the FEMA award date. For example, documentation could include contractor quotes, RS Means, and similar project information. Reference: 2015 HMA Guidance, Part IV H.3.2.1 and Part IV H.4.3	

Detailed Cost Estimate Spreadsheet.xlsx		08/01/2023 5:57 PM
Cost Estimate Summary Spreadsheet.xlsx		08/03/2023 12:59 AM
Cost Estimate Summary Spreadsheet_v2.xlsx		08/25/2023 8:11 PM
Budget Narrative_v2.pdf		08/25/2023 7:16 PM
Budget Narrative.pdf		08/03/2023 12:56 AM

US Army Corps of Engineers Permit Receipt and National Wetlands Inventory Wetlands Map	Provide status of U.S. Army Corps of Engineers permit receipt and attach a National Wetlands Inventory wetlands map.	
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EHP - Wetlands.pdf		08/03/2023 11:28 PM
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Re-Vegetation Plan w/o Spread	Attach a description of a plan for re-vegetation and avoidance of spreading invasive species by means such as verifying all vehicles are thoroughly cleaned prior to arriving on-site, and re-planting with only native plants.	
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EHP - Invasive Species.pdf		08/01/2023 8:05 PM
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Visual Impact Assessment	Provide a Visual Impact Assessment.	
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EHP - Zoning.pdf		08/03/2023 11:28 PM
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FEMA FIRM Map with Site Location(s)	FEMA FIRM Map with site location(s) clearly marked.	
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EHP - FEMA_Zone_0.2-Percent.pdf		08/03/2023 11:27 PM
EHP - FEMA_Zone_A.pdf		08/03/2023 11:27 PM
FEMA_Flood Map_v2.pdf		08/25/2023 7:32 PM

Environmental Justice Analysis and EPA Guidance	Provide the Environmental Justice Analysis performed in accordance with EPA guidance.	
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EHP - EJScreen_Plumas County.pdf		08/01/2023 8:04 PM
EHP - Low-Income Populations.pdf		08/03/2023 11:25 PM

Benefit Cost Analysis	Upload the BCA Toolkit Excel File	
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FEMA_BCA_Toolkit-6.0.xlsx		08/03/2023 10:25 PM
FEMA_BCA_Toolkit-6.0_v2.xlsx		08/16/2023 8:37 PM
FEMA_BCA_Toolkit-6.0_v3.xlsx		08/25/2023 9:01 PM

FEMA Environmental Checklist	Provide the completed FEMA Environmental Checklist.	
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HMGP-EHP-Checklist.docx		08/03/2023 6:58 PM
HMGP-EHP-Checklist_v2.docx		08/25/2023 7:31 PM

Benefit Cost Analysis Supporting Documentation	Upload any BCA Supporting Documentation	
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BCA Toolkit Report.pdf	08/03/2023 10:25 PM
BCA Toolkit Report_v3.pdf	08/25/2023 9:01 PM
BCA Toolkit Report_v2.pdf	08/16/2023 8:38 PM

BCA Methodology Report	Upload the BCA Methodology Report
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BCA Tech Memo.pdf	08/03/2023 11:02 PM
BCA Tech Memo_v2.pdf	08/16/2023 9:22 PM
BCA Tech Memo_v3.pdf	08/25/2023 9:00 PM

Maps of all project components	Provide a map(s) of all components of the project in relation to the structures or facilities to be mitigated.
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Wildland-Urban Interface Map.pdf	08/04/2023 12:48 AM
Impact Area Map.pdf	08/04/2023 1:21 AM

Cite codes and attach	If yes, cite relevant code and attach.
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PLUMAS~1.PDF	08/04/2023 12:07 AM
CA Public Resource Code 4291.pdf	08/04/2023 12:06 AM
FEMAP--1.PDF	08/04/2023 12:06 AM
Chapter 7A California Building Codes.pdf	08/04/2023 12:06 AM

Attach Best Management Practices document	Attach Best Management Practices document if available.
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FEMAP--1.PDF	08/04/2023 12:18 AM
Chapter 7A California Building Codes.pdf	08/04/2023 12:18 AM
Wildfire Home Retrofit Guide.pdf	08/04/2023 12:17 AM
Cal Fire Low Cost Retrofit List.pdf	08/04/2023 12:18 AM
Integrating BMPs with Defensible Space.pdf	08/04/2023 1:21 AM

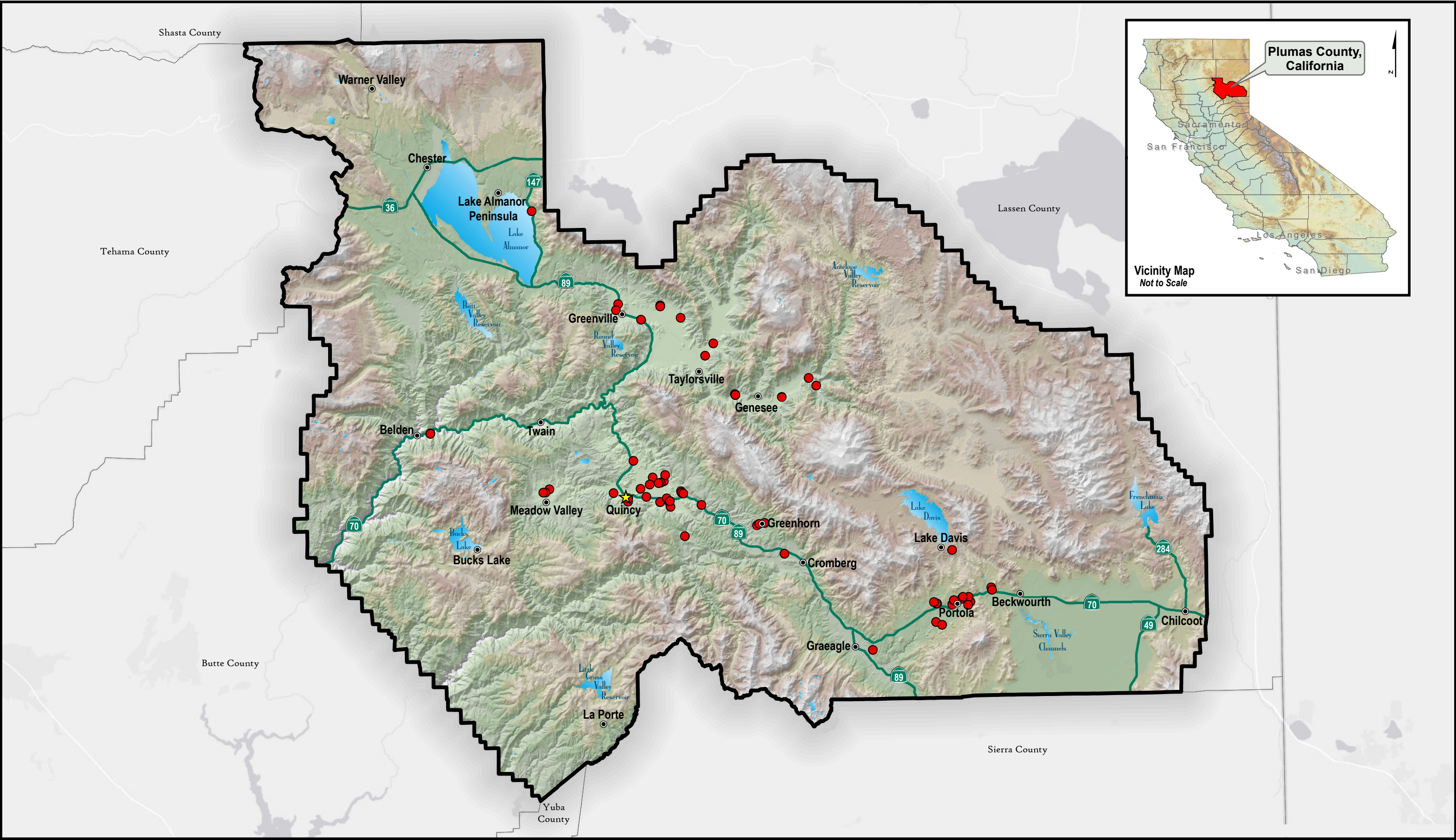
How action meets purpose and need	Provide a narrative describing how the proposed action meets the purpose and need of the project.
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Detailed Cost Estimate Spreadsheet.xlsx	08/04/2023 1:23 AM
2010 Fourmile Canyon Fire Case Study.pdf	08/04/2023 1:18 AM
2012 Waldo Creek Fire Case Study.pdf	08/04/2023 1:20 AM
Home Damage Pre-2008.pdf	08/04/2023 1:22 AM
No-Issue List Methodology.pdf	08/25/2023 6:36 PM


Scope of Work Documentation	Please upload documents that support your Scope of Work (SOW)
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Cal FIRE Low Cost Retrofit List.pdf	08/04/2023 4:23 AM
Impact Area Map.pdf	08/04/2023 4:19 AM
Integrating BMPs with Defensible Space.pdf	08/04/2023 5:09 AM
Chapter 7A California Building Codes.pdf	08/04/2023 4:46 AM
Prepare CA Match_Eligibility Map.pdf	08/04/2023 4:20 AM

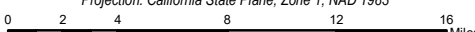

Plumas Wildfire History_1900-2021.pdf		08/04/2023 4:22 AM
U.S. Census Bureau QuickFacts_ Plumas County, California.pdf		08/04/2023 4:27 AM
Home Damage Pre-2008.pdf		08/04/2023 4:21 AM
Fire Hazard Severity Zones - Plumas County.pdf		08/04/2023 4:22 AM
Project Locations Summary.xlsx		08/04/2023 4:22 AM
CDC Social Vulnerability Index.pdf		08/04/2023 4:23 AM
Wildland-Urban Interface and Communities At Risk.pdf		08/04/2023 4:26 AM
FEMAP--1.PDF		08/04/2023 4:49 AM
CA Public Resource Code 4291.pdf		08/04/2023 5:14 AM
Social Vulnerability by Census Tract.pdf		08/25/2023 6:18 PM
No-Issue List Methodology_v2.pdf		09/14/2023 7:12 PM
Social Vulnerability by Census Tract_v2.pdf		10/17/2023 4:56 PM
Project Locations Summary_250.xlsx		09/14/2023 7:18 PM
Maintenance Commitment		
Match Commitment		
FEMA Review Tool		
1117 HMA Application Review Tool All Regions Version 4.1.xlsx		01/18/2024 10:34 PM



- Plumas County Boundary
- Project Home
- Community
- Quincy (County Seat)
- Lake
- State Highway



Plot Date: 7/31/2023
Map produced by Plumas County GIS Division
Mapper: Becky Osborn File: Home_Hardening_Project_Impact_Area.mxd
Data Sources: Plumas County Framework Data; Plumas Corp
Projection: California State Plane, Zone 1, NAD 1983



PROJECT IMPACT AREA
Prepare California Match: Plumas County Home
Hardening & Defensible Space Assistance - Project



PLUMAS COUNTY PLANNING DEPARTMENT MEMORANDUM

TO: Honorable Chair and Board of Supervisors

FROM: Tracey Ferguson, Director of Planning

MEETING DATE: March 5, 2024

SUBJECT: Review and provide direction regarding Plumas County (AP1135) AA (Advance Assistance) Wolf Creek Watershed Flooding Adaptation Project (Planning/Scoping) Cal OES/FEMA Hazard Mitigation Grant Program (HMGP) subapplication non-federal match requirement in the amount of \$625,000.00. Potential General Fund impact. Discussion and possible action.

Recommendation:

Review and provide direction regarding Plumas County (AP1135) AA (Advance Assistance) Wolf Creek Watershed Flooding Adaptation Project (Planning/Scoping) Cal OES/FEMA Hazard Mitigation Grant Program (HMGP) subapplication non-federal match requirement in the amount of \$625,000.00.

Background and Discussion:

Under the direction of the Board of Supervisors, and in association with the County Administrative Officer, Planning Director, and Grant Manager, Plumas County, on August 4, 2023, submitted a competitive Hazard Mitigation Grant Program (HMGP) subapplication to Cal OES for the Plumas County (AP1135) AA (Advance Assistance) Wolf Creek Watershed Flooding Adaptation Project (Planning/Scoping) in the amount of \$1,875,000.00 with a non-federal cost share match of 25% or \$625,000.00 proposed to be funded under the Prepare California Match state agency funding source.

The project is proposed to reduce or prevent flood-related risk resulting from watershed destabilization due to severity of the 2021 Dixie Fire focusing on the upstream segment of Wolf Creek to Greenville, which would provide direct benefits to downstream residences and critical infrastructure. The primary expected benefit from this project is flood reduction and flood protection. Ancillary co-benefits may include but are not limited to improved water quality, reduced sedimentation and reduced erosion result in the identification of a flood/sedimentation/erosion mitigation activity in the Wolf Creek Watershed that protects critical infrastructure, including, but not limited to roadways, bridges, and private property. For more information on the subapplication, see attached summary and exhibit.

On January 30, 2024, Cal OES emailed Plumas County that due to the anticipated California State budget deficit, the availability of funding for state grants, such as Prepare California Match, is uncertain. As a result, Cal OES is requesting a response by Plumas County no later than March 8, 2024, about whether the County and/or other local stakeholders is/are able to provide the non-federal matching funds for this potential grant.

Possible local match funding sources could include:

- County Budget FY24/25
- PG&E Settlement Funds
- Other local stakeholders (e.g., Plumas Corporation)
- Some other source as directed by the Board of Supervisors

If the County is able to secure a local funding source by March 8, 2024, Cal OES will issue a Request for

Information (RFI) via the Engage platform and the County will be notified by email of the RFI, which will allow the County to submit a revised Match Commitment letter and the subapplication will remain eligible for consideration.

If the County is not able to secure a local funding source by March 8, 2024, to meet the required non-federal matching funds, the County will respond to Cal OES stating that a local match is not available, and Cal OES would then hold the subapplication in the event state matching funds become available.

If the County does not respond at all by March 8, 2024, the subapplication may be removed from consideration.

Action:

Review and provide direction regarding Plumas County (AP1135) AA (Advance Assistance) Wolf Creek Watershed Flooding Adaptation Project (Planning/Scoping) Cal OES/FEMA Hazard Mitigation Grant Program (HMGP) subapplication non-federal match requirement in the amount of \$625,000.00.

Fiscal Impact:

Potential General Fund impact. The subapplication was submitted and accepted by Cal OES with the intent that the non-federal match requirement would be met with Prepare California Match funding from the state. Due to the anticipated California State budget deficit, the availability of funding for state grants, such as Prepare California Match, is uncertain. If Plumas County is not able to secure local funding to meet the required non-federal matching funds, Cal OES will hold the subapplication in the event state matching funds become available.

Attachments:

1. subApplicationPDF_Plumas AP1135
2. AP1135 Project Impact Area Map

HMGP Subapplication - General Criteria

General Information

Sub-Applicant Name(Entity)	Plumas County
Sub-Applicant Type	County
Street Address	1400 East Main Street
City	Quincy
State	CA
Zip	95971
County	Plumas
Region	Inland
Subapplication Due Date	August 4, 2023

#	Title	First Name	Last Name	Phone Number	Email	Roles
1	Planning Director	Tracey	Ferguson	(530) 283-6214	traceyferguson@countyofplumas.com	Primary Contact;Responsible Representative
2	Grant Manager	Zachary	Gately	(530) 283-6414	zacharygately@countyofplumas.com	Responsible Representative
3	County Administrative Officer	Debra	Lucero	(530) 283-6446	debralucero@countyofplumas.com	Responsible Representative
4	National Program Management Lead	Seth	Magden	(602) 451-8858	seth.magden@arcadis.com	Contributor
5		Melissa	Hew	786-305-6283	melissa.hew@arcadis.com	Contributor
6		Jordan	Gray-DeKraai	(402) 560-7512	jordan.graydekraai@arcadis.com	Contributor
7		Danica	Adams	850-422-2555	danica.adams@arcadis.com	Contributor

Role Name	Description
Responsible Representative (subapplication employee authorized to apply for, accept, and manage Federal grant funding)	Manage user roles, view subapplication, edit subapplication, send Maintenance and Match Commitment letters, manage Requests for Information(RFI), Submit the subapplication.
Primary Contact (subapplication employee)	View subapplication, edit subapplication, send Maintenance and Match Commitment letters, and manage Requests for Information(RFI).
Contributor (may be consultant)	View subapplication, and edit subapplication

US Congressional District(s) benefitting from mitigation	3
Assembly District(s) benefitting from mitigation	1
Senate District(s) benefitting from mitigation	1
Federal Information Processing Number (FIPS #)	063-00000
Unique Entity Identifier (UEI #)	010997419
Is this a phased project?	No

Subapplication Information

Application Type	Examples:
Planning	Activities include developing a new hazard mitigation plan or updating a current mitigation plan.
Planning Related	Activities include: Updating or enhancing sections of the current FEMA-approved mitigation plan, integrating information from mitigation plans with other planning efforts, building capacity through delivery of technical assistance and training, evaluating adoption and/or implementation of ordinances that reduce risk or increase resilience.
Project	Activities involve construction and/or physical work. Examples: acquisition demolition/relocation, debris basin, structural elevation, structural seismic retrofit, hazardous fuels reduction, defensible space, generator(s) (If benefit cost analysis (BCA) feasible).
Advance Assistance	Activities can be used to develop mitigation strategies and obtain data to prioritize, select, and develop mitigation projects and complete applications. Examples: evaluation of facilities or areas to determine mitigation actions, collect data for BCA and environmental historical preservation compliance, conduct engineering designs and feasibility studies, conduct hydrologic and hydraulic studies and cost estimation.
5% Initiative	Activities are defined as mitigation actions that meet all HMGP requirements but may be difficult to evaluate against traditional program cost-effectiveness criteria. Examples such as early warning systems, post-disaster building code enforcement, public awareness and education for mitigation campaigns, hazard identification or mapping, new techniques/methods of mitigation, and generator(s) (if protecting a critical facility and if there is insufficient data to evaluate a generator project using a standard HMA-approved Benefit-Cost Analysis (BCA) method).

Subapplication Type	Advance Assistance
Project Type	Advance Assistance
Hazard	Flood

Request For Information

HMGP Subapplication-Scope of Work

Project Information

Project/Plan Title	Flooding Adaptation
Brief Summary	<p>This flood mitigation scoping project will reduce or prevent flood-related risk resulting from severe burning from the 2021 Dixie Fire. A detailed alternatives analysis will be completed to identify and select the most cost-beneficial measure to reduce the impacts of flooding in the project area. Nature-based solutions and impacts on socially vulnerable populations will be considered. Wolf Creek is the highest sediment producing watershed in Plumas County. Sedimentation alters the hydrology of Wolf Creek which results in increased flood occurrence and flood severity. The Dixie Fire burned 87% of the Wolf Creek Watershed. This resultant burn scar has impacts on the hydrologic processes of the watershed, including increased runoff. Increased runoff is expected to be 3.4 to 6.9 times greater compared to pre-fire conditions. The proposed mitigation activity will identify an action(s) to mitigate the risk of flooding associated with Wolf Creek. The primary expected benefit from this project is flood reduction and flood protection. Ancillary co-benefits may include but are not limited to improved water quality, reduced sedimentation and reduced erosion.</p>
Activity Location Latitude	40.139839
Activity Location Longitude	-120.952728
Project / Plan Duration (in Months)	36
Has a full subapplication for this project been submitted to OES previously	No
Does another Federal entity have primary funding authority for this project	No
Has physical project work already started?	No
Has the project been previously funded under any other federally-administered grant program?	No
Describe how the proposed project is eligible for FEMA HMGP funding as defined by the eligible activities contained in the FEMA Hazard Mitigation Assistance Guidance document	<p>Per FEMA Hazard Mitigation Assistance Guidance document, this project is eligible for HMGP funding under Project Scoping/Advance Assistance. According to the FEMA Hazard Mitigation Assistance Guidance document, Project Scoping/ Advance Assistance refers to the same set of activities that enable applicants and subapplicants to develop mitigation strategies and obtain data to prioritize, select and develop complete applications in a timely manner. In alignment with the eligible activities under Project Scoping/ Advance Assistance, the proposed project will evaluate the feasibility and effectiveness of various flood mitigation alternatives to lessen the frequency of flooding or depth of flood water.</p>
Is the Project located in a special Flood Hazard Area?	Yes
If yes, does the subapplicant participate in the National Flood Insurance Program (NFIP)?	Yes

If the location of the project is in an identified Special Flood Hazard Area and the structure remains in the Special Flood Hazard Area, are all NFIP requirements being addressed? Yes

If impacts to floodplain or wetlands are anticipated, has there been a public notice? No

Project Alternatives

No Action

A no action scenario would have both environmental and community impacts. In a no action scenario, a combination of water and sediment would result in severe erosion and stream bed aggradation. Erosion and stream bed aggradation both dramatically alter the floodplain hydrology which results in more severe and more frequent flooding. Property and infrastructure that were not previously impacted by Wolf Creek would be at risk as the existing floodplain could migrate and the bankfull stage and flood stage would raise above existing levels. According to NOAA , raises in the bankfull stage and flood stage could create a hazard to lives, property, or commerce. A no action scenario could also cause lateral stream bank erosion. Lateral stream bank erosion in combination with large volumes of flood water could destabilize building foundations and result in partial or full collapse of structures. Specifically, the following would be at risk from flooding and erosion: 3 bridges, 2 domestic water lines, 2,000 ft. of railroad lines, 1,800 ft of Highway 89 , approximately 2,000 ft. of county road and approximately 168 residential and commercial structures.

Proposed Action

The project location was selected because it is phase 4 of a larger phased mitigation effort. Phases 1-3 have been completed. Please see attachment titled "AP-01135 Project Background Information". Prior studies, analysis and conceptualization of mitigation efforts have been completed and will serve as the foundation for this project. The following stakeholders were involved in deciding on the proposed project: Plumas County Dept. of Public Works and Dept. of Planning, Plumas Corporation, Town of Greenville residents, U.S. Forest Service, Plumas National Forest, Mount Hough Ranger District, in conjunction with the Feather River Coordinated Resource Management (FR-CRM). The proposed action will identify and develop a specific flood mitigation project for the Wolf Creek Watershed. Please see attachment titled AP-01135 Scope of Work Details.

Second Action Alternative

A second alternative considered was to select a different geographic location within the Wolf Creek watershed. This alternative was not considered because it was determined that the proposed action would have the most significant impact as it is the next step in a larger phased mitigation effort. Selecting a different location would be more costly than the proposed action because additional preliminary assessment would need to be completed. Preliminary analysis and studies have already been completed for the proposed action, making the proposed action more cost-beneficial than the second action alternative.

Hazards to be mitigated against include flooding as a result of extreme

Provide a detailed narrative of the hazards to be mitigated against and the impact the hazards present to the community and/or property

sedimentation and flooding caused by erosion of stream banks during periods of heavy rain with variable runoff characteristics. Flood related erosion of Wolf Creek's stream bed and banks poses a risk to the Town of Greenville. The Wolf Creek watershed has been heavily used since the 1850's, primarily for mining and timber harvest. These activities along with the associated roads have greatly increased the supply and accelerated the delivery of sediment from the watershed into Indian Valley. Accelerated delivery of sediment raises bankfull stages and flood stages in Wolf Creek thereby significantly increasing flood risk. Consequently, two (2) fluvial processes have been occurring that dictate the need for this project: 1. The first process is located on the alluvial fan at the mouth of the Wolf Creek canyon upstream of the town of Greenville. This fan has been naturally trapping sediment from the upper watershed for thousands of years. It has also been trapping the increased sediment load from the disturbed land areas. This led to an 'overfilling' of the depositional area followed by rapid lateral channel migration, constrained by, and threatening Highway 89, Wolf Creek Road and Wolf Creek Bridge. The increased sedimentation has resulted in increased flooding. 2. The second process is channel incision believed to have originated at the mouth of Indian Valley eight miles downstream in the 1950's. This newly incised channel, untreated, has the combined effect of transporting upper watershed sediments formerly trapped by the fan, augmented by sediments from the rapidly eroding gully walls. This increased sediment load is transported to downstream reaches of Wolf Creek in the town of Greenville and beyond to Indian Creek. This excessive load causes increased hydraulic forces against the severely eroding gully banks of the creek in these channel reaches. The severe incising further contributes to increased flooding as it significantly alters the stream channel. The following climate and hydrology considerations impact flood hazards: Precipitation falls primarily as snow above 5000 feet elevation & a mixture of snow and rain below that elevation. Summer thunderstorms are frequent but low in intensity. Average annual precipitation is 40-45" yielding 20-26" of runoff. Approximately half of the annual precipitation falls during Dec., Jan., and Feb.. surface runoff depends upon

Provide a detailed description of the area and population that will be impacted by this project.

The following infrastructures are currently at risk from Wolf Creek flooding : 3 bridges, 2 domestic water lines, 2,000 ft. of railroad lines, 1,800 ft of Highway 89 , approximately 2,000 ft. of county road and approximately 168 residential and commercial structures. Please see Attachments titled "AP-01135 Project Benefit Area" and "AP-01135 Project Impact Area" The town of Greenville, located within the project benefit area is an Economically Disadvantaged and Rural Community (EDRC) having a population of 1,026, with a per capita income of \$29,490, well below the national average of \$62,200 and below state average of \$41,276 see attachment titled "AP-01135-US Census Bureau Information" . Greenville also maintains the highest annual unemployment rates, lowest levels of health insurance coverage, and the second lowest median household income, additional demographic statistics are provided in attachment titled "AP-01135 – IWRM – DAC" .

Number of People or Project(s) Impacted by the Action

1026

HMGP Subapplication-Scope of Work Continued

Problem Statement

Describe the problem to be mitigated

The Wolf Creek Watershed was severely impacted by the Dixie Fire in August 2021. A Burned Area Report (BAER) (attached) was released in September 2021 which found that 87% of the Watershed burned. Nearly half (49%) of the Watershed was classified as a Moderate Soil Burn Severity (SBS), indicating that nearly all soil cover of vegetative litter and fine fuels were consumed or converted to ash, charring of the mineral soil occurred, as well as shallow root burn. Fire impacts hydrologic processes by reducing vegetative matter and decreasing surface roughness. Removal of vegetation and changes to soil such as increased hydrophobicity, changes in soil structure, and removal of duff, organic matter, and roots which ultimately lead to increases in runoff, peak flows and erosion. These alterations are typical of soils with moderate to high soil burn severity. Given the large percentage of moderate and high soil burn severity as well as steep slopes, watershed response will be high in some catchments. Increases in runoff and bulking of flows across the burn area at selected pour points are expected to be 3.4 to 6.9 times higher compared to pre-fire conditions. Rain-on-snow events are common within this elevation and have caused flooding even in pre-fire conditions (1986, 1997, 2017). These events are anticipated to increase post-fire and in the future. After the recent burning in the Wolf Creek watershed, the area is more susceptible to flood-related risks, such as sedimentation, erosion, and debris flow. An erosion and sediment study was completed after the flood event of March 8-11, 1995. The study found that the flood event resulted in a total sediment yield of 112,000 tons due to streambank erosion, headcuts, road erosion, and channel scour. Erosion and sedimentation are expected to increase during flood events due to post-fire soil conditions. Based on the potential for flooding, erosion, sedimentation, and debris flow, a serious risk to human life and safety was identified. There is a threat to the residents of Greenville and specifically homeowners along the Wolf Creek stream bank. Additionally, the traveling public and landowners are at risk of being entrapped due to washed out road segments after major storm events. Infrastructure damage risks include roads, bridges, trails, developed recreation sites, and private property. The Lower Wolf Creek Sub-Watershed was identified by the Plumas National Forest as a priority watershed for restoration.

Solution Description

An early 1990s hazard mitigation project identified four locations, or phases, to complete flood mitigation and streambank restoration measures along Wolf Creek throughout the town of Greenville. Phases 1, 2, and 3 were completed; however, the phase 4 area still requires flood mitigation and streambank restoration measures (see attachment titled "AP-01135 Project Background Information"). Focusing on the upstream segment of Wolf Creek to Greenville will provide direct benefits to homeowners and critical infrastructure within the project area but additionally to all downstream communities and property. This planning project will result in

What is the mitigation action?

the identification of a flood mitigation project in the Wolf Creek Watershed that protects critical infrastructure including but not limited to roadways, bridges, and private property. Specifically, a 60% complete design, benefit cost analysis, CEQA, and EHP studies will be developed for submittal of a hazard mitigation assistance (HMA) project(s) Subapplication for a future funding opportunity. The scoping activity will result in identification and scoping of the highest benefit measure that utilizes nature-based solutions (NBS) to mitigate flood-related risks. The mitigation activity will be selected based on its capacity to protect people, property, and critical infrastructure from flood-related risks. The mitigation action will consist of an existing site conditions analysis, hydrologic and hydraulic (H&H) modeling, vulnerability assessment, community engagement, and alternatives analysis. Staffing resource will comprise of Pumas County staff and a procured consultant(s). Plumas County Planning and Public Works departments will work with the procured consultants\(\s). A Plumas County project manager (PM) will work with the consultant PM to ensure the project is implemented as intended. The County PM and consultant PM will have regularly scheduled touchpoints to ensure that all grant recruitments are met and any challenges that may arise over the period of performance are addressed. Please see attachment titled "AP-01135 Scope of Work Details".

How will this action provide protection from future natural hazards?

The selected mitigation measure will provide much needed flood protection, stabilization and erosion control by considering future precipitation, future land-use, potential future flood stages and other relevant climate conditions. Future conditions will be prioritized when establishing the preferred level of protection and during the design phase of this project. Mitigation actions may include road drainage stabilization, streambank restoration, structure replacements and improvements, slope stabilization, etc. to provide relief during storm events to protect and stabilize critical infrastructure and mitigate public safety hazards.

Hazard Mitigation Plan Information

Local Hazard Mitigation Plan Status

Adopted

What is name/title of the plan?

Plumas County 2020 Local Hazard Mitigation Plan Update

What type of LHMP?

Local Single Jurisdictional Multihazard Mitigation Plan

Applicable Hazard Mitigation Plan Expiry Date

June 23, 2025

Does the project comply with the local hazard mitigation plan?

Yes

Does the project comply with the current California State Haazard Mitigation plan?

Yes

HMGP Subapplication - Work Schedule

Work Schedule

The intent of the work schedule is to provide a realistic appraisal of the time and components required to complete the project. The work schedule should mirror the Scope of Work and Cost Estimate.

- Describe each of the major work elements and milestones in the description.
- Project Close-Out should be included which must be 3 months in duration.
- A GANTT chart may be provided as supplemental documentation.
- Total project duration must not exceed a 36 month period of performance.

#	Task Name	Description	Start Month	Duration (Months)
1	Pre-Award	Pre-Award activities		
2	Project Management	Project Execution Oversight and Management Reporting. Project management will occur throughout the entirety of the project. Plumas county staff will be responsible for overall project coordination, scheduling, budgeting and review of technical deliverables.	1	33
3	Procurement	Procurement will include the following tasks: 1.RFP Development 2.Bid Process 3.Award and Selection Plumas County staff will manage consultant procurement. The efforts in this task will support the implementation of the project by ensuring that qualified and technical consultants are selected to perform the project's key components.	1	6
4	Evaluate Existing Conditions and Vulnerability Assessment	Evaluate Existing Conditions and Vulnerability Assessment will include the following tasks: 1.Project Site Analysis 2.Develop Critical Asset Inventory 3.Conduct Vulnerability Assessment 4.Collect Future Conditions Data 5.Identify the Preferred Level of Protection	7	8
5	Community and Stakeholder Engagement and Outreach	Community and Stakeholder Engagement and Outreach will include the following tasks: 1.Outreach and Community Engagement 2.Interagency Coordination and Partnerships Stakeholders may provide input on local conditions during the data gathering phase and will be given a chance to review and comment on the proposed mitigation measure. Any proposed mitigation measure will require input from and need to be vetted by agencies responsible for permitting and/ or have jurisdiction over potential mitigation measure sites. Input from these agencies may include information regarding appropriate timing for implementation, coordination accessing sites, identification of staging locations, etc.	7	27
6	Alternatives Analysis	Alternatives Analysis will include the following tasks: 1.Site Prioritization and Selection 2.Develop Mitigation Action Selection Rubric 3. Develop Mitigation Alternatives 4.Technical Feasibility and Preliminary Cost Effectiveness 5.Identify and Select Mitigation Alternative for Priority 6.Project and Develop Conceptual Design Alternatives will be evaluated based on cost-effectiveness, technical feasibility, environmental and historic preservation considerations and ability to meet the intended level of protection.	15	8
7	Engineering Design	Engineering Design will result in 30% and 60% design. 30% and 60% design are project milestones. 60% design may include but is not limited to location and alignment of mitigation measures, location of utilities, proposed contractor staging, storage and access, conceptual landscaping and vegetation to be used and proposed grades and elevations. Designs developed will be both cost beneficial and technically feasible while achieving the preferred level of protection established in task #4.	22	12
8	Benefit Cost Analysis	This task will result in the development of full benefit cost analysis and benefit cost ratio for selected alternative.	24	3
9	Environmental and Historic Preservation	Plumas County will comply with the National Environmental Policy Act (NEPA) through analysis and documentation of the possible environmental impacts associated with the proposed project. Environmental and Historic Preservation (EHP) / CEQA & Permitting will include the following tasks: 1.EHP Analysis 2.California Environmental Quality Act (CEQA) & other permitting 3.Studies to assist with NEPA process 4.Documentation of Possible Environmental Impacts	20	12

	(EHP) / CEQA & Permitting			
10	Develop Subapplication for Future Funding	This task will result in the development of a scope, schedule, and budget for the future subapplication. The future subapplication will include design and construction services. This task will begin in month 30 and last for 3 months. **Please see attachment titled "AP-01135 Project Schedule"	0	33
11	Closeout	Project Closeout line item	34	3

Total Duration : 36

Non Specific Project List

Project Site(s)

Have all specific sites where project work will be conducted been identified?

No

What is the percentage level of design?

0

If you do not know all of the specific projects where work will be completed, or if your design level is below 60% this will need to be a Phased Project. You will need to submit a new NOI. Contact your HMA Grants Specialist or send an email to hma@caloes.ca.gov, referencing this subapplication by the AP # and request a conversation about phasing the project.

HMGP Subapplication - Project Cost Estimate

Project Cost Estimate

#	Cost Type	Item Name	Unit Quantity	Unit of Measure	Unit Cost	Cost Estimate Total	Pre Award Cost	Cost Estimate Narrative
1	Force Acct. Labor - Project Mgmt	Project management - Project execution oversight	700	Hour	\$ 110.00	\$ 77,000.00	false	This line item includes the cost of Plumas County Project manager to provide project execution oversight.
2	Contractor/Consultant - Project Mgmt	Project management - Management Reporting	390	Hour	\$ 200.00	\$ 78,000.00	false	This line item includes the cost of consultant Project Manager to provide project management support and management reporting.
3	Force Account Labor	Procurement	605	Hour	\$ 110.00	\$ 66,550.00	false	This line items includes cost of Plumas county procurement specialist to complete RFP development, conduct bid process and execute award and selection.
4	Contractor/Consultant	Evaluate Existing	250	Hour	\$ 190.00	\$ 47,500.00	false	This line item is the cost of a Civil engineer to identify the preferred level of protection desired for this project.

		Conditions and Vulnerability Assessment						
5	Contractor/Consultant	Evaluate Existing Conditions and Vulnerability Assessment	1600	Hour	\$ 165.00	\$ 264,000.00	false	This line item includes cost of a Risk and Vulnerability Specialist to complete Project Site Analysis, Develop Critical Asset Inventory, Conduct Vulnerability Assessment and Collect Future Conditions Data.
6	Force Acct. Labor – Public Outreach	Community and Stakeholder Engagement and Outreach	1000	Hour	\$ 110.00	\$ 110,000.00	false	This line item includes the cost of Plumas County Project Manager to conduct outreach and community engagement and facilitate interagency coordination and partnerships related to the project.
7	Contractor/Consultant – Public Outreach	Community and Stakeholder Engagement and Outreach	400	Hour	\$ 200.00	\$ 80,000.00	false	This line item includes the cost of a Consultant Project Manager to facilitate and coordinate interagency partnerships for the purposes of stakeholder engagement.
8	Contractor/Consultant – Public Outreach	Community and Stakeholder Engagement and Outreach	210	Hour	\$ 90.00	\$ 18,900.00	false	This line items includes the cost of a consultant engagement specialist to assist with outreach and community engagement. Activities include but are not limited to development of engagement materials. organizing and facilitating public meetings and gathering community feedback.
9	Contractor/Consultant	Alternatives analysis	905	Hour	\$ 165.00	\$ 149,325.00	false	This line item includes the cost of a consultant Alternatives Analysis Specialist to prioritize and select potential project site locations, develop a mitigation action selection rubric, conduct technical feasibility studies and assess preliminary cost effectiveness.
10	Force Account Labor	Alternatives analysis	460	Hour	\$ 90.00	\$ 41,400.00	false	This line item includes the cost of a Plumas County Senior Engineer to assist with prioritizing and selecting potential project site locations, developing mitigation alternatives, identifying and selecting a mitigation alternative for the project and developing conceptual designs.
11	Force Account Labor	Alternatives analysis	570	Hour	\$ 110.00	\$ 62,700.00	false	This line item includes the cost of Plumas County Project Manager to assist with site prioritization and selection, developing a mitigation action selection rubric, developing mitigation alternatives, assisting with technical feasibility and cost effectiveness, identifying and selecting the preferred mitigation alternative for the project and providing input on project conceptual design.
12	Contractor/Consultant	Alternatives analysis	675	Hour	\$ 215.00	\$ 145,125.00	false	This line item includes the cost of a consultant Senior Engineer to assist with developing mitigation alternatives and assist with identifying and selecting the preferred mitigation alternative for the project and providing input on project conceptual design.
13	Contractor/Consultant	Alternatives analysis	1215	Hour	\$ 190.00	\$ 230,850.00	false	This line item includes the cost of a consultant Civil Engineer to develop mitigation alternatives, assess

								technical feasibility and conduct preliminary cost effectiveness, identify and select a mitigation alternative for the project t and develop conceptual design.
14	Force Account Labor	Alternatives analysis	465	Hour	\$ 75.00	\$ 34,875.00	false	This line item includes the cost of a Plumas County Civil Engineer to assist with the development of mitigation alternatives and assist with identifying and selecting the preferred mitigation alternative for the project and providing input on project conceptual design.
15	Contractor/Consultant	Alternatives analysis	400	Hour	\$ 155.00	\$ 62,000.00	false	this line item includes the cost of a consultant Geotechnical Engineer to provide support on the technical feasibility of the alternatives and assist with preliminary cost effectiveness.
16	Contractor/Consultant - Design/Engineering	Engineering Design	1000	Hour	\$ 155.00	\$ 155,000.00	false	This line item includes the cost of consultant Fluvial Engineer to develop engineering plans for 30% and 60% design.
17	Contractor/Consultant - Design/Engineering	Engineering Design	850	Hour	\$ 215.00	\$ 182,750.00	false	This line item includes the cost of consultant Senior Engineer to oversee and develop engineering plans for 30% and 60% design.
18	Contractor/Consultant	Benefit Cost Analysis	40	Hour	\$ 155.00	\$ 6,200.00	false	This line item includes the cost of a consultant Senior Benefit Cost Analysis Specialist to develop a full benefit cost analysis and benefit cost ratio for the selected alternative.
19	Contractor/Consultant - Design/Engineering	Engineering Design	850	Hour	\$ 190.00	\$ 161,500.00	false	This line item includes the cost of consultant Civil Engineer to develop engineering plans for 30% and 60% design.
20	Contractor/Consultant - Design/Engineering	Engineering Design	850	Hour	\$ 155.00	\$ 131,750.00	false	This line item includes the cost of consultant Geotechnical Engineer to develop engineering plans for 30% and 60% design.
21	Force Acct. Labor - Design/Engineering	Engineering Design	600	Hour	\$ 110.00	\$ 66,000.00	false	This line item includes the cost of a Plumas County Project Manager to oversee and provide input on the development of engineering plans for 30% and 60% design.
22	Contractor/Consultant	Benefit Cost Analysis	145	Hour	\$ 110.00	\$ 15,950.00	false	This line item includes the cost of a consultant Benefit Cost Analysis Specialist to develop a full benefit cost analysis and benefit cost ratio for the selected alternative.
23	Force Account Labor	Benefit Cost Analysis	25	Hour	\$ 110.00	\$ 2,750.00	false	This line item includes the cost of a Plumas County Project Manager to provide input on the development of a full benefit cost analysis and benefit cost ratio for the selected alternative.
24	Contractor/Consultant - EHP	Environmental and Historic Preservation (EHP) / CEQA & Permitting	1700	Hour	\$ 145.00	\$ 246,500.00	false	This line item includes the cost of a consultant Environmental specialist to conduct EHP analysis, conduct California Environmental Quality Act (CEQA) & other local permitting, perform studies that assist the NEPA process and assemble any documentation of possible environmental impacts.
25	Force Account Labor	Develop subapplication for future funding	80	Hour	\$ 110.00	\$ 8,800.00	false	This line item includes the cost of a Plumas County Project Manager to assist with coordination and development of a subapplication or future funding.
26	Contractor/Consultant	Develop	115	Hour	\$	\$ 18,975.00	false	This line item includes the cost of a consultant Grant and

		subapplication for future funding			165.00			Funding Specialist to develop a subapplication or future funding.
27	Contractor/Consultant	Develop subapplication for future funding	85	Hour	\$ 200.00	\$ 17,000.00	false	This line item includes the cost of a consultant Project Manager to oversee and assist with coordination and development of a subapplication or future funding.
28	Contractor/Consultant	Grant Closeout	60	Hour	\$ 200.00	\$ 12,000.00	false	This line item includes the cost of a consultant Project manager to submit grant and project deliverables and closeout package.
29	Force Account Labor	Grant Closeout	60	Hour	\$ 110.00	\$ 6,600.00	false	This line item includes the cost of a Plumas County Project manager to submit grant and project deliverables and closeout package in coordination with the consultant Project manager.
						\$ 2,500,000.00		

HMGP Cost Review

COST REVIEW

Total Project Cost	\$ 2,500,000.00
Non-Federal Cost Share (Match)	\$ 625,000.00
Non-Federal Cost Share (Match) Percentage	25%
Federal Share Request	\$ 1,875,000.00

HMGP-Maintenance Commitment

MAINTENANCE & REPORTING COMMITMENT

This acknowledgment of Maintenance & Reporting Commitment is to confirm the Subapplicant/Subrecipient is committed to perform the necessary maintenance for the entire useful life of the project, once completed. The entity responsible for maintenance is allocating the annual budget amount that will allow maintenance to occur as needed to ensure the project building/facility/area remains in good repair and operational.

To justify Hazard Mitigation Assistance funding, California is required to report to FEMA on the performance of completed mitigation measures. This acknowledgment of Reporting Commitment confirms that the Subapplicant/Subrecipient is committed to report on the performance of funded mitigation measures when tested by natural hazard events for the entire useful life of this project.

Process: Complete the fields below. The information provided here will automatically populate a templated Maintenance & Reporting Commitment letter to be signed by a Responsible Representative identified by you below. The Responsible Representative must be a high-level person from the subapplicant entity who is authorized to commit the entity to request and receive grant funding. The Responsible Representative cannot be a contractor or a consultant. After you click the "Add Responsible Representative" button to provide the contact information for the Responsible Representative, click "Send for Signature." The individual will receive an email notification from DocuSign with a link to access and sign the commitment letter. The Signature Status below will reflect "Sent For Signature." Once signed, the letter will automatically upload to the subapplication.

Maintenance & Reporting Commitment Letter Date	August 2, 2023
Subapplicant Name	Plumas County
Subapplicant Mailing Street	1400 East Main Street
Subapplicant Mailing City	Quincy
Subapplicant Mailing State	CA
Subapplicant Mailing Postal Code	95971
Disaster Number	Rolling Application
Control number	AP-01135
Entity Responsible	Plumas County
Number of years of maintenance	
Project Building/Facility/Area	N/A this is an Advance Assistance application.
Annual Maintenance Amount	\$ 0.00
What are the Past Maintenance Tasks Involved?	N/A this is an Advance Assistance application.
What are the Future Maintenance Tasks Involved?	N/A this is an Advance Assistance application, future maintenance needs are unclear at this time.
Future Maintenance Schedule	Quartlery
Future Cost of Maintenance	\$ 0.00
Source of Future Maintenance Funds	Plumas County

Responsible Representative Confirmation

HMGP - Match Commitment

Match Commitment Letter

As a part of the Hazard Mitigation Grant Program process, a Non-Federal Share (Match) of at least 25% of the total project amount is required. This acknowledgment is to confirm the Subapplicant/Subrecipient commitment to meet the Non-Federal Share (Match) funding requirement.

Process: Complete the fields below. The information provided here will automatically populate a templated Match Commitment letter to be signed by a Responsible Representative identified by you below. The Responsible Representative must be a high-level person from the subapplicant entity who is authorized to commit the entity to request and receive grant funding. The Responsible Representative cannot be a contractor or a consultant. By

sending this document for signature, you are acknowledging the requirements outlined here. After you click the “Add Responsible Representative” button to provide the contact information for the Responsible Representative, click “Send for Signature.” The individual will receive an email notification from DocuSign with a link to access and sign the commitment letter. The Signature Status below will reflect “Sent For Signature.” Once signed, the letter will automatically upload to the subapplication.

Please be Advised:
If additional federal funds are requested, an additional Non-Federal Share (Match) funding commitment letter will be required.
If a funding source is from outside the Subapplicant entity, upload documentation supporting the funding commitment and availability of funding.

Match Commitment Letter Date	August 2, 2023
Sub-Applicant Name(Entity)	Plumas County
Control Number	AP-01135
Non-Federal Cost Share Source	State Agency Funding
Name of Funding Source(s)	Prepare California Match
Funding Type	State Agency Funding
Federal Share Amount Requested	\$ 1,875,000.00
Non-Federal Share (Match) Commitment	\$ 625,000.00
Non-Federal Share (Match) Availability Start Date	January 1, 2026
Is there an expiration date of the Non-Federal Share (Match)?	No

CONFIRMATION

#	Title	First Name	Last Name	Phone Number	Email	Signature Status
1	Planning Director	Tracey	Ferguson	(530) 283-6214	traceyferguson@countyofplumas.com	Signed

HMGP Subapplication - Benefit Cost Analysis

Cost Effectiveness Narrative

Provide a detailed narrative explaining the project's cost effectiveness? A full benefit cost analysis (BCA) will be completed as task 8 of this project. FEMA’s BCA Toolkit Version 6.0.0 to conduct a Benefit-Cost Analysis (BCA) for the proposed project and obtain a benefit-cost ratio, unless a newer method is approved and issued by FEMA, in which case the newer system will be utilized. A technical memorandum detailing the methods and data used to develop the BCA will also be provided as part of this task.

Grant Management Cost Application

HMGP Grant Management Cost Application

Subrecipient Grant Management costs are available at no more than 5% of the final project cost to subrecipients who apply and can meet all Federal grant requirements. Subrecipients must provide a detailed budget of the management cost request per 2 CFR 200.403, which is subject to Cal OES/FEMA approval. Reimbursement is based on documented actual cost.

For further clarification, grant management is different than project management. Grant management activities are to manage the grant (Subapplication Development, Quarterly Reporting, Reimbursement Submission). Project management is to manage the actual physical project itself (construction oversight, project scheduling and coordination, project meetings).

FEMA Definition of Management Costs: Any indirect cost, any direct administrative cost, and any other administrative expenses associated with a specific project under a major disaster, emergency, or disaster preparedness or mitigation activity or measure.

Directions: For each applicable category, provide a total estimated cost. Refer to the Management Cost examples below for costs that may be included. For the Narrative field, include a detailed description of work for each cost, including methodology used to estimate each cost. example, if your cost estimate includes your agency's time, include estimated hours, personnel titles, and salary/hourly wages plus benefits for a hourly cost. Additionally, describe how these costs will be used through the life of the grant.

Total Federal Cost Share \$ 1,875,000.00

Maximum Eligible Management Cost \$ 125,000.00

Management Cost Budget Breakdown

A. Pre-Award: Subapplication development, community outreach, meetings related to Subapplication development.

#	Expense Name	Amount	Description
1	Subapplication development	\$ 17,000.00	Consulting grant writer's hours (\$200/hr for 85 hours) to complete EHP, and assist with the subapplication
2	Subapplication development	\$ 7,260.00	Plumas County Project Manager hours (\$110/hr for 66 hours) to write the subapplication
		\$ 24,260.00	

B. Staff Time - Salary or hourly employee time to manage technical monitoring, quarterly reporting, technical assistance, and the reimbursement and close-out process.

#	Position	Hourly Rate	Hours	Amount	Description
1	Plumas County Grant Manager	\$ 110.00	325	\$ 35,750.00	Grant Manager to provide technical monitoring, quarterly reporting, technical assistance, invoice review, document retention and file management, and reimbursement requests.
2	Plumas County Project Manager	\$ 110.00	590	\$ 64,900.00	Project Manager internal oversight to provide general oversight and administration of the grant award.

			\$	
			100,650.00	

C. Travel - Cost to attend professional development training course directly related to implementation of the Hazard Mitigation Grant.

D. Equipment - Cost directly related to implementation of Hazard Mitigation Grant.

E. Supplies - Supply cost directly related to implementation of the Hazard Mitigation Grant, such as printer materials and office supplies.

E. Indirect Cost - Depreciation or use allowances on buildings and equipment, costs to operate and maintain facilities, general administration and accounting administration.

F. Other - Any other administrative expenses not captured in the categories above.

Total Management Cost Requested \$ 124,910.00

Maximum Management Cost Allowed (Requested Allowed) \$ 125,000.00

HMGP Subapplication - Environmental Information

EHP

Floodplains - Is the project within or will it modify a floodplain? Yes

Wetlands - Does the primary site alternative and/or its practicable alternative require a Section 10 of the Rivers and Harbors Act or a CWA Section 404 permit? Yes

Viewshed - Is the proposed project located in or adjacent to a residential or historic district? No

Existing habitat - Identify and describe any existing, observed in the field, or known or expected to exist flora and fauna species at the project site and immediately surrounding the site. The ecosystem is considered early riparian with some areas of dewatered mature wetland and mix conifer forest.

Endangered/threatened species and/or critical habitat - Are any endangered/threatened species known to exist at the site or in the immediate vicinity? No

Migratory flyway or migration barrier - Is the proposed project new construction or extension of an existing tower of 30' in height or more? No

Invasive Species – Will the project include construction? No

Minority (or) low-income populations – Will the proposed project impact minority and low-income populations as identified in Executive Order 12898? Yes

Farmland – Will a project alternative convert or impact important farmland? Yes

Historic and Cultural Characteristics – Are there any listed, eligible or potentially eligible historic/archaeological resources (in) the (Area of Potential Effects)? No

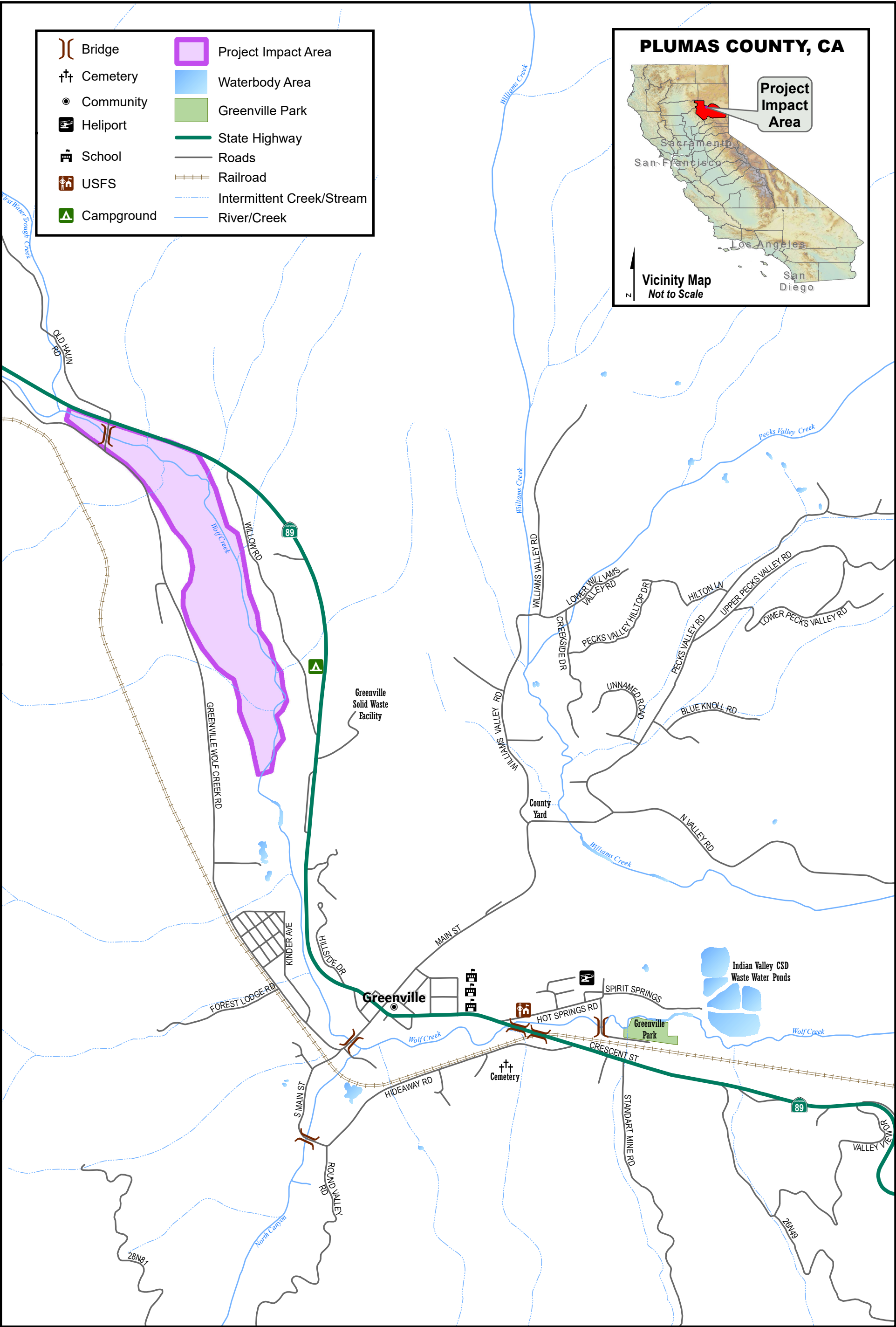
Are there any hazardous, toxic substances at the site? No


Roadway and Access - Will the project include road construction and/or vehicular access? No

Documents

Document Type	Description				
Work Schedule Documentation	Please provide documentation to support your Work Schedule if needed				
<table> <tr> <td>AP-01135 Project Schedule.xlsx</td><td>08/04/2023 2:30 AM</td></tr> </table>		AP-01135 Project Schedule.xlsx	08/04/2023 2:30 AM		
AP-01135 Project Schedule.xlsx	08/04/2023 2:30 AM				
Cost Estimate - Supporting Documentation	Provide supporting documentation to substantiate your cost estimate, including documentation that demonstrates the pre-award costs incurred within the authorized period for pre-award. The pre-award period is after the disaster declaration date and before the FEMA award date. For example, documentation could include contractor quotes, RS Means, and similar project information. Reference: 2015 HMA Guidance, Part IV H.3.2.1 and Part IV H.4.3				
<table> <tr> <td>AP-01135 Budget Narrative.pdf</td><td>08/04/2023 3:05 AM</td></tr> <tr> <td>AP-01135 Budget Spreadsheet.xlsx</td><td>08/04/2023 3:07 AM</td></tr> </table>		AP-01135 Budget Narrative.pdf	08/04/2023 3:05 AM	AP-01135 Budget Spreadsheet.xlsx	08/04/2023 3:07 AM
AP-01135 Budget Narrative.pdf	08/04/2023 3:05 AM				
AP-01135 Budget Spreadsheet.xlsx	08/04/2023 3:07 AM				
US Army Corps of Engineers Permit Receipt and National Wetlands Inventory Wetlands Map	Provide status of U.S. Army Corps of Engineers permit receipt and attach a National Wetlands Inventory wetlands map.				
<table> <tr> <td>AP-01135 Wetlands Map.pdf</td><td>08/04/2023 3:30 AM</td></tr> </table>		AP-01135 Wetlands Map.pdf	08/04/2023 3:30 AM		
AP-01135 Wetlands Map.pdf	08/04/2023 3:30 AM				
Natural Resource Conservation Service (NCRS) Form AD 1006	Provide the Natural Resource Conservation Service (NCRS) Form AD 1006				
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AP-01135 Zoning Map.pdf	08/04/2023 4:58 AM				
FEMA FIRM Map with	FEMA FIRM Map with site location(s) clearly marked.				

Site Location(s)																												
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Plot Date: 8/1/2023

Map produced by Plumas County GIS Division

Mapper: Becky Osborn File: Wolf_Creek_Project_Impact_Area.mxd

Data Sources: Plumas County Framework Data; Arcadis, State of CA

Projection: California State Plane, Zone 1, NAD 1983

0


0.125

0.25

0.5

0.75

Miles



PROJECT IMPACT AREA

Prepare California Match: Plumas County AA Wolf Creek Watershed Flooding Adaptation



**PLUMAS COUNTY
OFFICE OF TREASURER/TAX COLLECTOR
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Julie White, Treasurer/Tax Collector

MEETING DATE: March 5, 2024

SUBJECT: Request approval of the Board of Supervisors to pay all legal counsel fees incurred by the Treasurer-Tax Collector on and before December 31, 2023; and fees incurred on and subsequent to January 1, 2024. Appropriate the funds from the 2023-2024 budget and authorize the Auditor's office to pay the invoices in year 2023 (\$50,346.50), and invoices in year 2024 (\$37,139.45); totaling \$87,540.95 and any further invoices to Lewis, Brisbois, Bisgaard & Smith, LLP; General Fund Impact; Contingency Funds 0001/20980/528400, see attached County Financial Policy page 9 (Use of Contingencies) discussion and possible action. Four/Fifths Roll Call Vote

Recommendation:

Request approval of the Board of Supervisors to pay all legal counsel fees incurred by the Treasurer-Tax Collector on and before December 31, 2023; and fees incurred on and subsequent to January 1, 2024.

Appropriate the funds from the 2023-2024 budget and authorize the Auditor's office to pay the invoices in year 2023 (\$50,346.50), and invoices in year 2024 (\$37,139.45); totaling \$87,540.95 and any further invoices to Lewis, Brisbois, Bisgaard & Smith, LLP; General Fund Impact; Contingency Funds 0001/20980/528400, see attached County Financial Policy page 9 (Use of Contingencies) discussion and possible action.

Four/Fifths Roll Call Vote

Background and Discussion:

This is a request for the payment of all legal fees incurred on and before December 31, 2023, by Treasurer-Tax Collector Julie White in connection with matters associated with the discharge of her official functions and duties under circumstances where County Counsel was unable to render legal advice and services due to a conflict of interest, as that term is understood by the Rules of Professional Conduct 1.7 (particularly sub-parts (a), (b) and (c)). Government Code section 31000 supports payment of attorneys fees, as does the Board's own June 2023 precedent authorizing retroactive payments to third-party vendor MRG for "investigative" services directed at the Office of the Sheriff.

The basis for this request was presented by the undersigned on February 6, 2024, during the open session of the Board of Supervisors meeting that day (see <https://plumascoca.portal.civicclerk.com/event/1373/media>, 3:25:39–4:27:32), citing my letters dated January 23, 2024, February 5, 2024, and correspondence cited therein.

In addition to the above, a request for the payment of all legal fees incurred on and after January 1, 2024, by Treasurer-Tax Collector Julie White in connection with matters associated with the discharge of her official functions and duties under circumstances where County Counsel was unable to render legal advice and services due to a conflict of interest, as that term is understood by the Rules of Professional Conduct 1.7 (particularly sub-parts (a), (b) and (c)) and Government Code section 31000.6, as it applies to the elected treasurer-tax collector.

The basis for this request was presented by the undersigned on February 6, 2024, during the open session of the Board of Supervisors meeting that day (see <https://plumascoca.portal.civicclerk.com/event/1373/media>, 3:25:39–4:27:32), citing my letters dated January 23, 2024, February 5, 2024, and correspondence cited

therein, and is submitted now in response to comments made by County Counsel recommending the submission of a request for reimbursement of fees incurred on and after January 1, 2024.

All invoices on which payment is requested are attached. This is a request for payments of fees going forward in an amount not to exceed \$50,000, based on the terms of engagement. The terms of engagement ("Engagement Letter") are also attached. Should fees exceed that amount, a further request under Government Code section 31000.6 will be submitted.

Action:

Request approval of the Board of Supervisors to pay all legal counsel fees incurred by the Treasurer-Tax Collector on and before December 31, 2023; and fees incurred on and subsequent to January 1, 2024.

Appropriate the funds from the 2023-2024 budget and authorize the Auditor's office to pay the invoices in year 2023 (\$50,346.50), and invoices in year 2024 (\$37,139.45); totaling \$87,540.95 and any further invoices to Lewis, Brisbois, Bisgaard & Smith, LLP; General Fund Impact; Contingency Funds 0001/20980/528400, see attached County Financial Policy page 9 (Use of Contingencies) discussion and possible action.

Four/Fifths Roll Call Vote

Fiscal Impact:

General Fund Impact

Attachments:

1. Ltr to Brechtel and James re Req for Payment of Atty Fees incurred on or before 12 31 23
2. Ltr to Brechtel and James re Req for Payment of Atty Fees incurred after 01 01 24
3. County-Financial-Policy



Christopher J. Bakes
2020 West El Camino Avenue, Suite 700
Sacramento, California 95833
Christopher.Bakes@lewisbrisbois.com
Direct: 916.646.8275

February 20, 2024

File No. 45394.02

VIA E-MAIL AND FED EX

Board of Supervisors for the County of Plumas,
via
Josh Brechtel, Esq.
[joshbrechtel@countyofplumas.com]
Sara James, Esq.
[SaraJames@countyofplumas.com]
Office of the County Counsel
County of Plumas
520 Main Street, Room 302
Quincy, California 95971-9115

Re: Request for Payment of Attorneys Fees incurred on and before December 31, 2023

To the Board, via County Counsel:

This is a request for the payment of all legal fees incurred on and before December 31, 2023, by Treasurer-Tax Collector Julie White in connection with matters associated with the discharge of her official functions and duties under circumstances where County Counsel was unable to render legal advice and services due to a conflict of interest, as that term is understood by the Rules of Professional Conduct 1.7 (particularly sub-parts (a), (b) and (c)). Government Code section 31000 supports payment of attorneys fees, as does the Board's own June 2023 precedent authorizing retroactive payments to third-party vendor MRG for "investigative" services directed at the Office of the Sheriff.

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Board of Supervisors for the County of Plumas
Josh Brechtel, Esq.
Sara James, Esq.
February 20, 2024
Page 2

All invoices on which payment is requested are attached. The terms of engagement ("Engagement Letter") are also attached.

Very truly yours,

A handwritten signature in blue ink, reading "Christopher J. Bakes". The signature is fluid and cursive, with the first name "Christopher" and last name "Bakes" clearly legible.

Christopher J. Bakes of
LEWIS BRISBOIS BISGAARD &
SMITH LLP

CJB:amf
Enclosures:

- (1) 2023 table re 2023 fees
- (2) Engagement Letter

JULIE WHITE
Billed Legal Fees and Costs 2023

Month	Timekeepers / billable rate (p/h)	Activity	Time billed	Dollar value of time billed/costs incurred
2023				
September	J. Brooks (JB) \$190.00 p/h (discounted) C. Bakes (CB) \$425.00 p/h (discounted)	Activity billed by JB on following dates: 14, 15, 18, and 29.	JB: 3.9 hours	JB: \$741 Sub-total: \$741
October	J. Brooks C. Bakes	Activity billed by JB on following dates: 2, 3, 5, 6, 9, 11, 12, 13, 16, 20, 27, 30, 31 Activity billed by CB on following dates: 2, 3, 5, 6, 9, 11, 13, 16, 17, 18, 19, 20, 23, 24	JB: 9.6 hours CB: 60 hours	JB: \$1,824 CB: \$25,500 Costs incurred: \$85.78 Sub-total: \$27,409
November	J. Brooks C. Bakes	Activity billed by JB on following dates: 10, 13, 14, 17, 20, 22, 27. Activity billed by CB on following dates: 7, 8, 9, 10, 13, 14, 15, 17, 20, 21, 22, 27.	JB: 6.1 hours CB: 41.4 hours	JB: \$1,159 CB: \$17,595 Sub-total: \$18,754
December	J. Brooks C. Bakes	Activity billed by JB on following dates: 16, 19, 29. Activity billed by CB on following dates: 5, 7, 11, 20, 29	JB: .90 hours CB: 7.70 hours	JB: \$171.00 CB: \$3,272.50 Sub-total: \$3,442.50
				2023 Total: \$50,346.50



Christopher J. Bakes
2020 West El Camino Avenue, Suite 700
Sacramento, California 95833
Christopher.Bakes@lewisbrisbois.com
Direct: 916.646.8275

September 14, 2023

VIA ELECTRONIC MAIL ONLY

Julie White
E-Mail: julienortonwhite@gmail.com

Re: Engagement Letter

Dear Ms. White:

The purpose of this correspondence is to, upon execution: 1) establish an attorney client relationship between Lewis Brisbois Bisgaard & Smith LLP ("LBBS" or "the Firm") and Julie White ("You"); 2) define the scope of the Firm's representation of You; and 3) establish other material terms and conditions of the representation, including but not limited to the financial terms. This correspondence may be referred to as "Engagement Letter" or the "Agreement."

Please read the Engagement Letter with care. By executing this Engagement Letter, You are entering into a contract that is binding on both the Firm and You, on the following terms and conditions.

1. PARTIES TO ENGAGEMENT LETTER

The parties to the Agreement are LBBS and Julie White. No other person or entity shall be entitled to claim an attorney client relationship with the Firm with respect to the legal services to be provided pursuant to the Engagement Letter.

2. INCEPTION OF ATTORNEY CLIENT RELATIONSHIP

No attorney client relationship will exist between LBBS and You until You have executed the Agreement, nor will LBBS be obligated to provide legal services, until You have returned a signed copy of this Agreement and paid the initial retainer called for under Paragraph 8.

SCHEDULE "B":

RATE SCHEDULE AND COST/EXPENSE ITEMS SCHEDULE

A. Identification

Client(s): Julie White

Matter: Julie White v. Plumas County

B. Hourly rates for legal personnel

\$550 Partners

\$400 Associates with 4 or more years of practice

\$190 Associates with less than 4 years of practice

\$150 Paralegals

\$150 Law Clerks

C. Standard charges

We charge for our time in minimum units of .1 hours (6 minutes).

D. Costs and expenses incurred on Your behalf may include but are not limited to:

Process server fees	At cost
Filing fees or other fees fixed by law or assessed by public agencies	At cost
Meals	At cost
Parking	At cost
Travel expenses including e.g., lodging, air fare, taxis, public transportation, car rental, and meals	At cost
Facsimiles	\$.25 per page
Deposition costs	At cost
Experts, consultants or investigators	At cost
Computer Research	At cost, plus facilities surcharge (approximately \$5.00/minute)
Word processing support	\$35.00 per hour



Christopher J. Bakes
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Sacramento, California 95833
Christopher.Bakes@lewisbrisbois.com
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February 20, 2024

File No. 45394.02

VIA E-MAIL AND FED EX

Board of Supervisors for the County of Plumas,
via

Josh Brechtel, Esq.
[joshbrechtel@countyofplumas.com]

Sara James, Esq.
[SaraJames@countyofplumas.com]

Office of the County Counsel
County of Plumas
520 Main Street, Room 302
Quincy, California 95971-9115

Re: Request for Payment of Attorneys Fees incurred on and subsequent to January 1, 2024

To the Board, via County Counsel:

This is a request for the payment of all legal fees incurred on and after January 1, 2024, by Treasurer-Tax Collector Julie White in connection with matters associated with the discharge of her official functions and duties under circumstances where County Counsel was unable to render legal advice and services due to a conflict of interest, as that term is understood by the Rules of Professional Conduct 1.7 (particularly sub-parts (a), (b) and (c)) and Government Code section 31000.6, as it applies to the elected treasurer-tax collector.

The basis for this request was presented by the undersigned on February 6, 2024, during the open session of the Board of Supervisors meeting that day (see <https://plumascoca.portal.civicclerk.com/event/1373/media>, 3:25:39–4:27:32), citing my letters dated January 23, 2024, February 5, 2024, and correspondence cited therein, and is submitted now in response to comments made by County Counsel recommending the submission of a request for reimbursement of fees incurred on and after January 1, 2024.

Board of Supervisors for the County of Plumas
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Christopher J. Bakes of
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CJB:amf
Enclosures:

- (1) 2024 table re 2024 fees
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JULIE WHITE
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2024 [to and through February 13, 2024]				
Month	Timekeepers / billable rate (p/h)	Activity	Time billed	Dollar value of time billed/costs incurred
January-February	J. Brooks (JB) \$190.00 p/h (discounted) C. Bakes (CB) \$425.00 p/h (discounted)	Activity billed by JB on following dates: Jan. 2, 3, 8, 9, 11, 22, 23. Feb. 1, 2, 3, 5, 6, 9, 12, 13. Activity billed by CB on following dates: Jan. 1, 2 (including travel time), 3, 12, 16, 18, 22, 23, 25, 26, 29, 30, 31. Feb. 4, 5 (including travel time), 6 (including travel time), 12. Does not include time billed for Feb. 14-16.	JB: 23.00 CB: 76.60	JB: \$4,484 CB: \$32,555 Costs incurred: \$100.45 Sub-total: \$37,039
				2024 Total: \$37,139.45

September 14, 2023

VIA ELECTRONIC MAIL ONLY

Julie White
E-Mail: julienortonwhite@gmail.com

Re: Engagement Letter

Dear Ms. White:

The purpose of this correspondence is to, upon execution: 1) establish an attorney client relationship between Lewis Brisbois Bisgaard & Smith LLP ("LBBS" or "the Firm") and Julie White ("You"); 2) define the scope of the Firm's representation of You; and 3) establish other material terms and conditions of the representation, including but not limited to the financial terms. This correspondence may be referred to as "Engagement Letter" or the "Agreement."

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We charge for our time in minimum units of .1 hours (6 minutes).

D. Costs and expenses incurred on Your behalf may include but are not limited to:

Process server fees	At cost
Filing fees or other fees fixed by law or assessed by public agencies	At cost
Meals	At cost
Parking	At cost
Travel expenses including e.g., lodging, air fare, taxis, public transportation, car rental, and meals	At cost
Facsimiles	\$.25 per page
Deposition costs	At cost
Experts, consultants or investigators	At cost
Computer Research	At cost, plus facilities surcharge (approximately \$5.00/minute)
Word processing support	\$35.00 per hour

1. PURPOSE

Promoting financial integrity is an important priority in the County of Plumas (the County). The following Financial Policies and guidelines establish the framework for the County's overall fiscal planning and management.

These policies set forth guidelines against which current budgetary performance can be measured and proposals for future programs can be evaluated.

These policies may be amended from time to time by a majority vote of the Board of Supervisors (the Board), except those sections that require a 4/5th vote to permanently change specific requirements. The Board may, however, by 4/5th vote, suspend or alter any of these specific requirements sections on a one-time-only basis for one year, without permanently amending these policies.

2. REVIEW AND REVISION POLICY

These Financial Policies will be reviewed annually and maintained by the County Administrative Office and the Auditor/Controller Office for appropriateness and comparability with other jurisdictions, or more frequently if a need for review is identified. See Appendix A: Maintenance of Policies.

3. BALANCED BUDGET POLICY

The provision of the California Government Code (County Budget Act, §29000 et al.) shall control the preparation, consideration, adoption, and execution of the budget of the County. The California State Controller's Office requires the County's budget to be balanced (*Accounting Standards and Procedures for Counties* manual, Chapter 2.37). The County shall annually prepare, adopt, and execute a budget for such funds as may be required by law or by sound financial practices and by generally accepted accounting principles. The budget shall control the collection of revenue and the expenditure of money for all County purposes during the ensuing fiscal year. The County budget shall be balanced within all available operating revenues, including fund balance, and adopted by the Board.

The County Administrative Office (CAO) is responsible for submitting an annual recommended budget to the Board for consideration and adoption, administering the adopted budget, and exercising continuous expenditure control. The CAO works closely with the Auditor/Controller in the preparation and execution of the budget.

4. BUDGETARY CONTROLS POLICY

The County Budget Act (Chapter 1, Division 3, Title 3 of the Government Code, Chapter 1. Budget and Tax Levy) controls the budgeting of governmental funds. Except as otherwise specifically provided in this policy, the County has elected to apply the same budgetary controls to proprietary funds.

Government Code (GC) Section 29125 and 29130 define actions which may be taken by the Board of Supervisors for transfers or revisions to the adopted appropriations and allows the Board to delegate certain authority to the CAO or Auditor/Controller. The County's Administrative Policy – Budgetary Authority and Procedure outlines the authorities of the Board per Government Code and serves to delegate certain authority to the CAO, Auditor/Controller and Department Heads. The County's Administrative Policy – Budgetary Authority and Procedures is available on the County Counsel's website.

Through County policy, certain limitations on revisions and transfers of appropriations are deemed necessary to maintain fiscal and budgetary controls, aside from those specified in the Government Code.

Per GC Section 29009, “In the recommended, adopted, and final budgets, the funding sources shall equal the financing uses.” This means that even though authorities exist to transfer appropriations or the otherwise make appropriations available, each governmental fund budget must remain in balance.

Per GC Section 25260 through 25261, the Board has the authority to create proprietary funds and to make funding available to maintain their solvency. Per GC Section 29141, the adopted budget shall include a schedule showing the managerial budget for each proprietary fund, but adjustments to the adopted budget are not covered in the County Budget Act and GC Section 29009 does not apply.

5. REVENUE POLICIES

The County is committed to discal sustainability through revenue diversification and stability to shelter the County from adverse fluctuations and economic downturns.

Revenue Diversification for Fiscal Sustainability

Generally, current revenues will fund current expenditures. The County will maintain a revenue system that is as diversified and stable as possible to protect programs and services from short-term fluctuations in any single revenue source and ensure that the County can continue those programs and services to its citizens.

The County shall strive to diversify its economic base by encouraging commercial and, in particular, industrial development and associated revenues. Such business and industry must be in accord with the plans and ordinances of the County, and their future economic impacts on governmental services must be accounted for with such funding mechanisms as impact fees and/or development agreements to provide fiscal sustainability.

Revenue Collection

The County’s single largest source of discretionary revenues is property taxes. The County’s goal is to maintain a secured property tax collection rate of at least 95% in the year levied.

The County will aggressively pursue collection on all accounts receivable including:

- Code violation fines
- Returned checks
- Services supplied to customers outside the County, such as cities or courts
- Delinquent note payments
- Payroll and/or benefit overpayments

The extent and costs of collection efforts should not outweigh the amount due. There are circumstances in which collection is not possible. Government Code Sections 25257 through 25259 establish a procedure for applying for and granting discharges of accountability by the Board.

Fees and Charges

All fees established by the County for licenses, permits, fines, services, applications, and other miscellaneous charges shall, whenever possible and within the law, be set to recover all or the maximum reasonable portion of the County's expense in providing the associated service. These fees shall be reviewed annually by the County departments sponsoring the fees and any changes or proposed new fees will be brought before the Board for approval at a public hearing by late April annually and be effective the first day of July. Excepted from this requirement are only those fees for which there is a statute that mandates the imposition and amount of the fee. If the fee is property related, California Constitution Article XIII C and XIII D limit the manner in which the County is permitted to impose fees and assessments and sets forth specific procedures to be used with regard to imposing such fees.

Each proposed fee must have statutory or other authority for the County to charge the fee. Each department will identify the authority and develop the formula or methodology used to determine the cost of the service for which the fee is being charged. Additionally, each department is responsible for determining the statutory notice requirements and adoption procedures (including timely publishing of any required hearing notice and an affidavit of publication) and submitting an agenda item proposing the establishment or changes of the fees that will be discussed during the scheduled public hearing.

A fee or charge must reflect the direct and indirect costs of providing the product, services, or enforcement of regulations. Indirect costs shall be limited to those items that are included in the United States Office of Management and Budget Title 2, Code of Federal Regulation (CFR), Subtitle A, Chapter II, part 225, referred to as 2 CFR 225 standards.

The County Administrative Officer, Auditor/Controller, and County Counsel shall review all new and changed fee requests before they are submitted to the Board to ensure statutory compliance and uniformity among departments which charge fees for similar County services and products.

In the documents submitted to the County Administrative Office, Auditor/Controller, and County Counsel for review, departments must clearly describe the authority and the formula or methodology used to determine the fees and the procedures for their collection, including late charges and penalties. If any fee reflects less than the total cost of the service, the department shall provide compelling justification for recommending only partial cost recovery.

In reviewing proposed fees, the Auditor/Controller will first look at the authority for the fee to make sure it does not set limits on the fee. The fee is then examined to determine the reasonableness of the methodology used to develop it.

County Counsel will review fees to determine if they are consistent with applicable laws, regulations, and ordinances, such as Proposition 218. If there is no code or other authority, then County Counsel will use the 2 CFR 225 standards to evaluate fee compliance.

The County Administrative Office must review and approve the final proposed fees or fee changes prior to the scheduling of a hearing date.

New fees or fee changes approved by the Board will be posted on the County's Master Fee Schedule by the County Administrative Office and located on the CAO website at the beginning of each fiscal year.

Federal, State and Other Grants

The County shall aggressively pursue all grant opportunities. However, before accepting grants, the County will consider current and future implications of both accepting and rejecting the funding. All potential grants shall be carefully examined by the submitting department for matching requirements (both dollars and maintenance-of-efforts and in-kind matches), and funding sources identified for the out years once grant funds are reduced or eliminated.

Future funding obligations required by grants must be identified prior to grant acceptance by the Board. The County shall seek grants and other funding opportunities which provide maximum leverage of County monies while minimizing commitments requiring recurring County fiscal expenditures.

Sunset provisions will be required on all grant program initiatives and incorporated into other service plans, as appropriate. In the even of reduced grant funding, County resources may be substituted only after all program priorities and alternatives have been considered, and only if recommended by the CAO.

Use of One-time Revenue/One-time Expenditure Savings

One-time revenue and/or one-time expenditure savings, in excess of the unrestricted fund balance target, may be used for non-recurring expenditures, if not needed for funding current critical operations or sustaining targeted reserve levels. Such savings shall not be used for on-going operations unless explicitly approved by the Board.

Restricted Revenues

Restricted revenues (such as Medicaid funds or Asset Forfeiture funds) shall only be used for the purpose intended. The County will comply with all limitations and restrictions imposed by the funding source.

Sale of County Land

The proceeds net of expenses of the sale of County land shall be deposited into the County Future Construction Fund and, unless otherwise directed by the Board of Supervisors, should be used for future capital projects.

6. FUND BALANCE AND RESERVES

The purpose of this Fund Balance Policy is to build and maintain an adequate level of unrestricted fund balance, along with Strategic and General Fund Pension Trust reserves, to support the day-to-day County operations in the even of unforeseen shortfalls or an emergency. The Strategic and General Fund Pension Trust reserves are not intended to replace a permanent loss of funds or eliminate an ongoing budget gap. This Fund Balance Policy will be implemented in conjunction with the other financial policies of the County and is intended to support the goals and strategies contained in those related policies and in strategic and operational plans.

Fund Balance Defined

The Government Accounting Standards Board (GASB) issued Statement No. 54, Fund Balance Reporting and Government Fund Type Definitions. The objective of this Statement is to improve the usefulness, including the understandability, of governmental fund balance information. The Statement provides more clearly defined categories to make the nature and extent of the constraints placed on a government's fund balance more transparent.

The fund balance is reported in five categories:

- Non-spendable: Amounts that cannot be spent because they are:
 - Not in a spendable form (i.e., assets that will never convert to cash), or
 - Legally or contractually required to be maintained intact.
- Restricted: amounts are restricted by external parties (i.e., creditors, grantors, contributors, law/regulations of other governments, or restricted by law through constitutional provisions or enabling legislation).
- Committed: Amounts that can only be used for specific purpose pursuant to constraints imposed by formal action of the Board. Those committed amounts cannot be used for any other purposes unless the Board removes or changes the specified use by Board resolution. The Board action to commit funds during any given year must occur prior to fiscal year end.
- Assigned: Amounts are earmarked for an intended use.
- Unassigned: A residual classification for the General Fund that encompasses all fund balances not contained in other classifications. The General Fund is that only fund that can report a positive unassigned fund balance. In the event that the County has a positive unassigned fund balance, the excess may be used for any lawful purpose, but it is recommended that first priority shall be to ensure that sufficient resource are committed to reach the targeted funding level of the Strategic Reserve.

Fund balances occur only in governmental funds; therefore, the term fund balance does not apply to proprietary (including enterprise and internal service funds) or fiduciary funds.

General Fund Unrestricted Fund Balance

The County must be prepared for unforeseen events or economic uncertainties that could result in additional expenditure requirements or loss of revenue by establishing and maintaining a prudent level of unrestricted fund balance. Unrestricted fund balance consists of committed, assigned, and unassigned fund balance categories. Unrestricted fund balances are either unconstrained or the constraints are self-imposed, so they could be lifted in order to make fund balances available for other purposes. The County strives to maintain the General Fund unrestricted fund balance at a target level equivalent to no less than 16% (approximately two months working capital) of the most recent audited General Fund operating revenues.

Replenishment

Should the County have a need to use monies from the unrestricted fund balance, and the funding level of the unrestricted fund balance falls below the 16% target level, then the CAO shall present a plan to be approved by the Board to replenish the unrestricted fund balance to be appropriate target level within twenty-four (24) months thereafter. The Board may choose to extend the timeframe to replenish the unrestricted fund balance if the Board finds that it is in the County's best interest to do so.

General Fund Reserves

In addition to maintaining a responsible unrestricted fund balance level, the County shall also strive to maintain General Fund reserves at a level that will adequately protect the fiscal health and stability of the County. The County's General Fund will maintain the following reserves:

Strategic Reserve

The County's Strategic Reserve is comprised of Committed fund balance and considered a stabilization arrangement. The Board strives to commit an amount equivalent to no less than 8% (approximately 30 days of working capital) of the most recent audited General Fund operating revenues. The purpose of this reserve is to :

- a. Provide resources to make up for temporarily decreased revenues that result from State and Federal budget actions;
- b. Provide temporary resources in the event of an economic downturn;
- c. Provide resources in the event of a disaster or emergency declared by the Board of Supervisors, the state, or the federal government, for disaster costs or costs associated with emergencies;
- d. Absorb liability settlements in excess of available resources.

The amount determined will be classified as "committed" from the total amount of available Fund Balance to the Strategic Reserve prior to appropriation for all other funds. This amount shall be committed annually by the Board as part of the recommended budget approval process.

Annual commitment of funds to the Strategic Reserve shall be approved by the Board during the Annual Budget Hearings. In the event funds are to be appropriated to cover essential core functions of the County, the access of funds shall be determined by the Board by a four-fifths vote during the annual Budget hearings or during action on the Mid-Year Budget Report. If there is a declared local, state, or federal government disaster or emergency, then the Board, by the four-fifths vote, may access the strategic reserve at a regularly scheduled Board meeting.

The monies committed to the Strategic Reserve are only to be used for the purposes stated above. If the funding level for the Strategic Reserve falls below the 8% target level, the CAO shall present a plan to be approved by the Board to replenish the Strategic Reserve within twenty-four (24) months thereafter. The Board may choose to extend the timeframe to replenish the Strategic Reserve if the Board finds that it is in the County's best interest to do so.

General Fund Pension Trust^[SG1]

The County maintains an Internal Revenue Code Section 115 irrevocable trust for the purpose of funding pension expenses. Funds held within this trust are considered restricted assets and can only be used for the purpose of funding pension costs of the County. There shall be no targeted funding level for this trust.

7. OPERATING BUDGET POLICIES

The budget is intended to weigh all competing request for County resources within projected fiscal constraints. All departments will participate in the budget process with responsibility for meeting County policy goals and ensuring long-term financial health. Future departmental service plans and program

initiatives will be developed to reflect current County policy directives, projected resources, and future service requirements.

Fund Balance Level – General Fund

The ratio of unrestricted fund balance and Appropriations for Contingencies budget as a percentage of the General Fund expenditure indicates the ability of the County to cope with unexpected financial problems or emergencies and to avoid potential service disruptions caused by revenue shortfalls. The larger the General Fund's unrestricted fund balance and contingencies, the greater the County's ability to cope with financial emergencies and fluctuations in revenue cycles.

As mentioned before, the County strives to achieve and maintain the unrestricted fund balance and Appropriations for Contingencies budget at a level equivalent to a minimum of two months of actual regular General Fund operating expenditures or operating revenues as recommended by the Government Finance Officers Association (GFOA). This level should be funded for each upcoming fiscal year from prior year unrestricted fund balance before any one-time needs are addressed.

Appropriation Levels

Spending authority level are not guaranteed from one fiscal year to another. At the start of the annual budget process, the CAO, in consultation with the Board, shall determine the maximum allocations (expenditure targets) for each General Fund department, based on detailed reviews of spending needs, priorities, expected results, and long-range revenue and expenditure forecasts, thereby limiting the rate of budgetary growth to address the issues of sustainability.

The appropriation levels for funds outside the General Fund shall be determined in a similar manner by the appropriate department heads, in conjunction and with approval from the CAO.

Current Revenues Should Be Sufficient to Support Current Expenditures

Ongoing operational costs should be supported by ongoing, stable revenues whenever possible. Unassigned fund balances, if not needed for current critical operations or contingencies/reserves, should only be used for one-time expenditures such as unanticipated emergencies, projects and equipment.

Revenue and Expenditure Projections

In order to improve financial planning and decisions, the CAO's office will, at a minimum, prepare an annual budget and three to five-year projections of revenues and expenditures for all General Fund County departments. Such projections may be made for other funds whenever possible. All revenue projections shall be conservative in nature.

In addition, the CAO's office will submit an annual Mid-Year Budget Report to the Board that compares the revenues recognized and expenditures obligated to Current Modified Budgeted amounts and identify any challenges that need to be addressed by the end of the fiscal year.

Alternative Means of Service Delivery

Alternative means of service delivery will be evaluated to ensure that quality services are provided to citizens at the most competitive and economical cost. Departments, in cooperation with the CAO, will identify activities that could be proved by another source and review options/alternatives to current

services delivery. The review of services delivery alternatives and the continuing need for the service will be performed at least annually as part of the budget process or on a more frequent “opportunity” basis by the CAO’s Office and departments, using the Government Code where applicable.

Funded Positions

All allocated positions should be fully funded on an annualized basis by an identifiable revenue sources. Any filled or vacant position that becomes unfunded or under-funded will be either fully funded by an alternative revenue source, frozen, or deleted, unless specifically exempted by the CAO. If such actions result in a reduction of force, the process will be conducted in accordance with procedures administered by the Human Resources Department. Any payroll liabilities costs will be funded from within the affected County department whenever possible or from another source as approved by the CAO.

Additional personnel will only be requested to meet program initiatives and policy directives, after service needs have been thoroughly examined. It must be substantiated that additional staffing will result in increased revenue or enhanced operating efficiencies. To the extent feasible, personnel cost reductions will be achieved through attrition. Additional positions will not be approved unless their fully annualized cost can be supported within the County department’s current appropriation, or if the CAO approves other funding.

Reclassifications, with appropriate justification, will be approved only when the fully annualized additional cost can be supported within the County department’s current appropriation, or if the CAO approves an alternate funding source.

Agreements

Departments shall not recommend for approval by the Board any agreements that commit the County to expenditures for which funding is not identified in the current fiscal year or future years (i.e., multi-year agreements), unless specifically recommended by the CAO.

Maintenance of Capital Assets

The budget should provide sufficient appropriations for regular repair and maintenance of capital assets to protect the County’s capital investments and to minimize future maintenance and replacement costs. The CAO’s Office is responsible for determining the level of appropriations needed.

Capital Asset Replacement Programs

The County will stive to establish and maintain replacement programs, including reserves, for technology and vehicles to stabilize requests and maintain efficient and up to date technology-related equipment and vehicles.

Transfers from the General Fund

General Fund transfers to other funds are resources intended to address cash flow issues and are expected to repaid to the General Fund in the future, with interest, at the County’s Treasury Pool rate. Should the receiving fund accumulate an unassigned fund balance, the responsible department shall notify the CAO’s Office. The CAO’s Office and the Auditor/Controller’s Office will coordinate to adjust the unassigned amount to first repay the General Fund advance before any of it is used for other purposes. As stated

before, at the time of eliminating and closing a fund, all assets funded by the General Fund revert to the General Fund unless prohibited by applicable Federal, State or local law.

Assumption of Program Costs

The County's general policy is to eliminate programs when Federal, State, or other grant funding is terminated. Limited exceptions may be approved by the Board only.

Department Carry Forwards

As an incentive, the CAO may grant General Fund departments the option of requesting a carry forward of unanticipated revenues and/or unspent appropriations from one fiscal year to the next, not to exceed 50% of net savings of budgeted Net County Cost, unless economic conditions are such that the CAO determines that a lesser amount shall be retained by departments or all of the balance shall fall to the General Fund unassigned fund balance or contingencies. The carry forward funding should only be used for one-time expenditures as recommended by the CAO during the budget process.

Use of Contingencies

Any governmental fund can budget for contingencies. Departments can request funding for unanticipated expenditures or unfunded projects. If such a situation arises in a fund outside the General Fund, and that fund does not have the budget for contingencies, then General Fund appropriations for contingencies can be used to transfer funds to any department outside the General Fund. Any request for use of Appropriations for Contingencies must be submitted via Board agenda item, and submitted by the responsible department and approved by the CAO before being put on the agenda. The Board must approve all requests for contingency funds by a 4/5th vote. Any contingency funds used within the General Fund during the fiscal year shall be replenished the following fiscal year or at the discretion of the CAO.

Use of Reserves

Per the County Budget Act (Government Code §219130), at any regular or special meeting, the Board by a 4/5th vote may make available for appropriation any of the following fund balances for which the Board has authority:

- Restricted, committed, assigned, and unassigned fund balances, excluding general reserves and non-spendable fund balance.
- Amounts that are either in excess of anticipated amounts or not specifically set forth in the budget derived from any actual or anticipated increases in financing sources.

Any portion of fund balance designated as general reserves during the budget process is inaccessible until the next annual budget. The exception is that after adopting a resolution by a 4/5th vote declaring an emergency at any regular or special meeting, the Board may appropriate and make expenditures necessary to meet that emergency (Government Code §29127).

Budget Performance Monitoring

The CAO maintains ongoing contact with the department fiscal officers in the process on implementation and execution of the budget. The CAO exercises appropriate fiscal management as necessary to operate within the limits of the adopted budget.

8. CAPITAL IMPROVEMENT PROJECTS POLICIES

Capital Improvement Projects are defined as infrastructure acquisition or maintenance or construction projects costing \$100,000 or more or major equipment acquisition or maintenance costing \$100,000 or more, with an estimated useful (depreciable) life of five years or more. Improvements or maintenance projects below stated parameters are considered to be ordinary in nature and can be included in the departments budgets.

Capital Improvement Project Plan Preparation

In order to meet the County's debt ratio targets, to schedule debt issuance, and to systematically improve the County's capital infrastructure, each year the Department of Facility Services will prepare and submit to the Board for adoption, a three, five, or ten-year Capital Improvement Plan (CIP). The first year of each three-year plan will be the next year's capital plan. Whenever possible, the CIP will include, in addition to current major operating maintenance expenditures, adequate funding to support repair and replacement of deteriorating infrastructure in an effort to ensure that it will the expected lifetime.

Coordination with Operating Budget

Capital improvement lifecycle costs will be coordinated with the development of the Operating Budget. Future operating, maintenance, and replacement costs associated with new capital improvements will be forecast, matched to available revenue sources, and included in the Operating Budget. Capital project contract awards will include fiscal impact statement disclosing the expected operating impact of the project and when such cost is expected to occur.

Pay-As-You-Go Capital Improvement Funding

The County is committed to funding a significant portion of capital improvements with funds that are dedicated to that purpose. Additional one-time General Fund contributions may be made to help finance specific projects, from Unassigned Fund Balance not needed for current critical operations or planning for emergencies.

Should such dedicated funding be unavailable, Capital Projects reserves not needed for critical operations or emergencies may be used to support existing projects that had been scheduled to receive the funds.

Whenever possible, funding from other governmental entities should be solicited and used to finance capital improvements that are consistent with CIP and whose operation and maintenance costs have been included in operating budget projections.

High Priority Projects

A high priority shall be placed on capital improvements or replacements when assets have deteriorated to the point of becoming hazardous, incurring high maintenance costs, negatively affecting property values, becoming dysfunctional for their intended purposes, and/or adversely affecting service delivery to the public.

Deferred or Incomplete Projects

Unexpected one-time funds from deferred or incomplete capital projects can be carried forward to the next fiscal year.

Capital Projects Reserves

Any balance in the Capital Projects Fund remains until a need is identified. Some portion of the fund balance must remain available in order to address unforeseen circumstances. The County's policy of funding a large portion of capital expenditures by pay-as-you-go further enhances debt management.

9. DEBT POLICIES

The County's debt policies ensure sound and uniform practices for issuing and managing debt. As the demand for public sector investment and infrastructure continues to grow, the issuance of debt has become an increasingly important component of local government capital obligations. Accordingly, these policies confirm the commitment of the Board of Supervisors, staff, advisors, and other decision-makers to adhere to sound financing management practices with the following objectives:

- Establish a systematic and prudent approach to debt issuance and debt management.
- Ensure access to debt and capital markets and direct purchase investors (private placement providers) through prudent and flexible policies.
- Define specific limits or acceptable ranges for General Fund-supported debt.

Delegation of Authority

Government Code section 53635.7 requires all borrowing be placed on the Board agenda as a separate item of business. Policy implementation and the day-to-day responsibility for and authority over the County's debt program will lie with the CAO and the Auditor/Controller, with participation by County Counsel and other departments, as necessary. The CAO and Auditor/Controller will be supported on an as-needed basis by other members of the financing team and a Financial Advisor^[SG2]. The services of other outside consultants may be obtained, as necessary.

Debt Management

While the issuance of debt is frequently an appropriate method of financing capital obligations, and sometimes appropriate for certain other obligations, it also entails careful monitoring of such issuances to ensure that the agency does not commit beyond its resources. Debt commits the County's revenue several years into the future and limits its flexibility to respond to changing service priorities, revenue inflows, or cost structures.

Applicable Law

County debt issuances shall comply with all applicable Federal, State, local and securities and tax laws, and these policies.

Debt Limit

State law sets limits on the amount of voter-approved General Obligation debt the County can use at 1/25% of assessed valuation^[SG3]. There are not legal limits on the amount of General Fund-supported Lease Revenue Bonds or Certificate of Participation.

For General Fund lease obligations, including COPs/Lease Revenue Bond, the County has set the maximum limit on annual debt service payments (principal and interest) at 10% of total General Fund

expenditure, unless the Board determines that a higher limit is necessary to address compelling need in any given year.

When calculating the above ratios, self-supporting debt such as General Obligation (GO) Bonds, tax allocation or special tax-supported bonds, and enterprise revenue bonds, as well as short-term debt including Tax and Revenue Anticipation Notes (TRANS) and other notes, should not be included. Likewise, the ratios should not include any Pension Obligation Bond debt service or the County's Other Post-Employment Benefits (OPEB) unfunded actuarial accrued liabilities.

Use of Debt

The use of debt by the County will be based on the long-term needs of the County and the amounts needed for capital asset acquisitions and other uses as determined by the Board through the budget process. In determining whether or not to issue debt, the Board will consider, among other things, the compelling necessity for financing capital outlay or other obligations of the County, the impact of additional debt on the County's credit rating, and the recommendations of the CAO and Auditor/Controller.

The County shall assess the impact of new debt issuance on the long-term affordability of all outstanding and planned debt issuance in the context of each new financing. Such analysis recognizes the County has limited capacity for debt service in its budget and that each newly issued financing will obligate the County to a series of payments until the debt is paid. The County will maintain a Debt Affordability Model (DAM), that calculates the historical and current ratios cited above. The DAM will also include projections for future ratios based upon existing debt levels and various financial and economic assumptions. The DAM will be utilized as a planning tool and updated in advance of each financing.

As part of the analysis, the CAO and Auditor/Controller offices, shall cooperatively examine various specific statistical measure, using readily available data, to evaluate debt capacity and relative debt position and may compare these ratios to other counties, rating agency standards, and the County's historical ratios to evaluate debt affordability. These measures may include:

- Net direct bonded long-term debt as a percentage of assess valuation (Debt per AV)
- Debt service as a percentage of noncapital Governmental Funds expenditures (Carrying Charge)
- Net direct bonded long-term debt as a percentage of the County's population (Debt Per Capita)

Short-Term Debt

Short-term may be issued for many of the same purposes as long-term borrowing as well as for temporary cash flow shortages. Different forms of short-term debt may be utilized, including, but not limited to, Tax and Revenue Anticipation Notes (TRAN), Commercial Paper, lines of credit, or other forms of short-term financing. TRANS are typically issued to help bridge temporary cash flow shortages. Commercial Paper, lines of credit, or other short-term financing instruments like Bond Anticipation Notes, may be utilized to fund capital projects on an interim basis in anticipation of long term financing.

Long-Term Debt

The County will consider utilizing debt financing for capital acquisition and improvement projects and capital asset equipment purchases under the following circumstances:

- When the project is included in the County's Capital Improvement Plan.
- When the project is not included in the County's Capital Improvement Plan, but has been identified as an emerging critical need whose timing was not anticipated in the Capital Improvement Plan, or is a project mandated immediately by State or Federal requirements.
- When the project's useful life, or the projected service life of the equipment, will be equal to or exceed the term of the financing.
- When there are designated revenues sufficient to service the debt, whether from project revenues, other specified and reserved resources, or infrastructure cost-sharing revenues, or where the General Fund has the capacity to service the debt.

The County may also consider issuing Pension Obligation Bonds (POBs), which are financing instruments that would be used to pay some or all of the County's unfunded pension liability, which itself is a form of "debt" owed to the retirement plan. POBs must be issued on a taxable basis, and the proceeds would be transferred to the Plumas County Employees' Retirement Association (TCERA) as a prepayment of all or part of the County's unfunded actuarial accrued pension liabilities (UAAL). The proceeds would then be invested by TCERA.

POBs would be used to refund at least a portion of the County's UAAL at a lower interest rate to achieve cost savings and would be issued only after careful consideration by the Board of potential benefits and risks. Considerations would include:

- The interest rate spread between the expected borrowing rate for the POBs and the assumed rate of return on retirement plan investments.
- Investment risk associated with the investment of POB proceeds.
- Issuing a sufficient amount of POBs to generate market interest.
- The County's overall pension burden, including both POB debt and UAAL.

Generally, the following criteria may be used by the CAO and the ACTTC to evaluate funding options for capital improvements and other multi-year obligations and make recommendations to the Board:

- Factors that favor pay-as-you-go:
 - Current revenues and adequate unassigned fund balances are available.
 - Payoff can be accomplished over time.
 - Debt levels would exceed County affordability targets.
- Factors that favor long-term financing:
 - Revenues available for debt service are considered sufficient and reliable so that long-term financing can be marketed with the highest possible credit rating.
 - Market conditions present favorable interest rates and demand for governmental financings.
 - A project/payoff is mandated by State or Federal requirements, and current revenues and fund balances are insufficient to meet costs.
 - A project is immediately required to meet or relieve capacity needs, and no resources are currently available.

There are many different types of long-term debt instruments available. Depending on the specific circumstances, the County will consider using the most appropriate type of financing instruments, including, but not limited to:

- General Obligation Bonds (voter-approved)
- Revenue Bonds
- Certificates of Participation/Lease Revenue Bonds
- Pension Obligation Bonds
- OPEB Bonds
- Mello-Roos Community Facilities District Bonds
- Other Bonds
- Other Loans

Long-term debt will not be issued for current operational costs or for recurring uses. Revenue surpluses may be used to pay the debt off early to save interest charges.

Refunding of Indebtedness

The County may issue advance or current refunding bonds (as defined for federal tax purposes) when advantageous, legally permissible, and prudent. The County also may choose to refund outstanding indebtedness when existing bond covenants or financial structure impinge on prudent and sound financial management. In general, current refundings should only be done if value savings are not less than 3.0% of refunded par amount (accounting for debt service reserve fund earnings), and advance refundings should only be done if present value savings of 5% or more of refunded par amount can be achieved.

Adjustments to savings thresholds for both advance refunding and current refundings may be justified based on:

- The length of time from the call to maturity. The longer the time to maturity, the higher should be the savings threshold. Conversely, a shorter time to maturity may justify a lower savings threshold.
- Interest rates at the time of the refunding relative to historical markets. In low-interest rate markets, a lower threshold may be justified, while a higher threshold would be justified in high-interest rate markets. Generally, refunding transactions should not extend the final maturity of the existing financing, net of any reserve fund offset. The County may consider shortening the term of the originally issued financing to realize greater interest savings.

Credit Enhancements

The County shall seek to use credit enhancements (letters of credit, bond insurance, surety bonds, etc.) when such enhancements prove cost-effective. The use of credit enhancements must meet the County's debt financing goals and objectives.

Credit Worthiness

The County places a high priority on maintaining the highest possible credit ratings for all categories of short and long-term debt in order to achieve the lowest possible borrowing interest rates.

Conduit Financing

The County may sponsor conduit financing (financing for private projects with identified public benefits issued by a governmental agency) for other governmental entities that are consistent with the County's

overall service and policy objectives. All conduit financing must insulate the County to the maximum extent possible under the circumstances from any credit risk or exposure and from all other liability exposure and must be approved by the County Board of Supervisors.

Debt Repayment

The County commits to full and timely repayment of debt. Debt will be structured to accommodate fair allocation of costs to both current and future beneficiaries of the financed capital project. The duration of repayment shall not exceed the economic or useful life of the capital project to be financed.

Revenue surpluses may be used to pay debt off early to save interest charges.

Relationships within the Financial Community

The County places a high priority on maintaining good working relationships with credit rating agencies, investors, and others in the financial community who are involved with the County's long-term debt. The County will provide full and open financial disclosures with these partners.

Professional Assistance

The County will use the services of independent Financial Advisors and Bond Counsel for all debt financing. Other professional services may include disclosure counsel, underwriting, trustee, verification agent, escrow agent, arbitrage consulting, and special tax consulting. The goal in selecting service providers is to achieve a good balance between cost and service.

Due Diligence

The County will conduct "due diligence" meetings with all relevant County staff and consultants prior to the issuance of new bonds and notes. A Preliminary Official Statement will be released to the market only after the completion of the "due diligence" meetings.

Method of Sale

The County's goal is to protect the public's interest by obtaining the lowest possible interest cost. To obtain that goal, the County may use a competitive, negotiated, limited-competitive, or private placement (direct purchase) method of sale. The appropriate method shall be determined on a case-by-case basis.

Before selecting a method of sale for public offerings, the financing team shall take into consideration the current market, the issuer's characteristics, and the proposed bond structure. Market considerations will focus on the supply and demand of the competing issuances. Issuer characteristic considerations will include market familiarity, credit strength, and policy goals. Bond structure considerations will include the type of debt instrument, issue size, structure, and timing.

The County prefers the use of a competitive method of sale for public offerings, where feasible.

Investment of Bond Proceeds

Investments of proceeds shall be consistent with Federal tax requirements, the County's Investment Policy as modified from time to time, and requirements of the governing bond documents.

Derivatives

A derivative product is a financial instrument that derives its own value from the value of another instrument, usually an underlying asset, such as a stock, bond, or an underlying reference such as an interest rate. Derivatives are commonly used as hedging devices in managing interest rate risk to mitigate risk and borrowing costs. These products bear certain risks not associated with standard debt instruments. Derivative products should only be employed after careful evaluation of potential benefits and risks with prior Board approval and with the adoption of a separate Derivatives Policy, intended to protect the County.

The County prefers not to use derivative products.

Post Issuance Compliance

The County will comply with certain post-debt issuance compliance requirements, including, but not limited to, Continuing Disclosure requirements, as stated in specific financing documents, and arbitrage regulations. Generally, tax-exempt financing issues are subject to IRS arbitrage rebate requirements. These requirements specify that any profit or arbitrage be rebated to the Federal Government. Rebate computations are typically required every five (5) years and upon final redemption, maturity, or refunding of the bonds. Any excess earnings are required to be rebated to the Federal Government. The County will also comply with any post-debt issuance reporting requirements of State law, including, but not limited to, the annual report to the California Debt and Investment Advisory Commission required by Government Code section 8855(k)(1).

New Financing Methods and Techniques

This policy is not intended to hinder the County's use of any new financing techniques that may arise. Proposals for new financing methods or structures not included in this Policy should be addressed to the CAO and Auditor/Controller for consideration and, if necessary, referred to the County's Financial Advisor for evaluation. This policy should then be amended to reflect any new financing techniques recommended and approved by the Board

Use of Debt Proceeds

The CAO, the Auditor/Controller, and other appropriate County personnel shall implement Internal Control procedures outlined below to ensure that the proceeds of the proposed debt issuance will be directed to the intended use:

- Monitor the use of Debt proceeds, the use of Debt-financed assets (e.g., facilities, furnishings, or equipment), and the use of output or throughput of Debt-financed assets throughout the term of the Debt to ensure compliance with covenants and restrictions set forth in applicable County resolutions and Tax Certificates. Monitoring will include providing an annual report to the Board of Supervisors;
- Maintain records or contracts identifying the assets or portions of assets that are financed or refinanced with proceeds of each issue of Debt and to document compliance with all covenants and restrictions set forth in applicable County resolutions and Tax Certificates. An applicable Record Retention Policy will be maintained by the ACTTC; and

- Consult with Bond Counsel or other professional expert advisors in the review of any contracts or arrangements involving use of Debt-financed facilities to ensure compliance with all covenants and restrictions set forth in applicable County resolutions and Tax Certificates.

10. INVESTMENT POLICIES

The Treasurer/Tax Collector Investment Policy Statement for the Pooled Investment Fund is presented annually to the Treasury Oversight Committee for review and to the County Board of Supervisors for approval as recommended by California Government Code §53646 and §27133 and shall remain in effect until the succeeding policy is adopted. This policy has been researched, prepared, and written under the direction of the Treasurer/Tax Collector County of Plumas. Each issue addressed in this policy is considered to be of timely and significant importance to the administration of the investment portfolio. The purpose of the investment policy is to facilitate the accomplishment of the goals and objectives of the Treasurer with regard to the investment of idle funds, to provide a framework within which to carry out the business of administering and investing the idle funds of the Treasury, and to improve communications at all levels between those involved and those interested in the process of investing and administering the idle funds of the Treasury.

Treasury Pool

The Treasurer/Tax Collection oversees the Pooled Investment Funds (the Pool) which includes funds belonging to local school districts and many local special districts in addition to County funds.

County Treasury Oversight Committee

The Board of Supervisors, in consultation with the Treasurer/Tax Collector has created a County Treasury Oversight Committee to promote the public interest by involving depositors in the management of their funds and by enhancing the security and investment return of their funds through the establishment of criteria for the withdrawal of funds. The County of Plumas Treasury Oversight Committee shall annually review and monitor the Investment Policy and cause an annual audit to determine the Treasurer's compliance with the Investment Policy. Nothing in this policy shall be construed to allow the County Treasury Oversight Committee to direct individual investment decisions, select individual investment advisors, brokers or dealers, or impinge on the day-to-day operations of the County Treasury.

County Investment Policy Goals

The Treasurer/Tax Collector's primary goals for the investment of idle funds (the portfolio) are, in order of priority as per California Government Code §§27000.5 and §§53600.5:

1. Safety – Safety of capital shall mean the safeguarding of capital through the selection of investments and investing procedures to best protect against loss arising from default, fraud, or error. This objective will be obtained through diversification and investment in securities of high quality to minimize credit risk and loss of principal.
2. Liquidity – The investment portfolio shall remain sufficiently liquid to enable the Treasury Pool to meet the operating requirements of its participants which might be reasonably anticipated and shall always have the ability to convert sufficient securities in the portfolio to cash to meet contingency needs.

3. Yield – The investment portfolio shall be designed with the objective of attaining the highest rate of return, taking into consideration income preservation, current market conditions, the present phase of the market cycle, both present and future cash flow needs, and the other primary goals of Safety and Liquidity.

Performance measurements are laid out in the Annual Investment Policy and are measured from time to time throughout the year.

Treasurer's Quarterly Investment Report

The Treasurer/Tax Collector provides a quarterly Investment Report to the Board of Supervisors, County Administrative Officer, the County Auditor, and the Oversight Committee, within thirty (30) days following the end of the quarter covered by the report. The quarterly investment report contains, but is not limited to, the following investment information:

- A. The type of investment, name of issuer, date of maturity, par and dollar amount invested in all securities, investments, and monies:
- B. A description of any funds, investments that are under the management of contracted parties:
- C. The market value as of the date of the report, and the source of this valuation for any security within the treasury or under management by contract;
- D. The weighted average maturity of investments within the treasury;
- E. Purchase dates, book values, and current credit rating of issuers;
- F. Yield to maturity;
- G. Overall portfolio yield based on cost;
- H. Statement that the portfolio is in compliance with the Investment Policy or the manner in which the portfolio is not in compliance;
- I. A statement denoting the County's ability to meet its expenditure requirements for the next six months, or an explanation as to why sufficient money shall not be available.

In addition, an annual audit of the portfolios, procedures, reports, and operations related to the Pool will be conducted in compliance with California law.

Treasury Pool Investment Guidelines

The Treasury Pool Investment Guidelines are available online or by request from the Treasury Division.

11. FINANCIAL REPORTING POLICIES

The County's accounting and financial reporting systems will be maintained in conformance with all State and Federal laws, generally accepted accounting principles (GAAP), GASB standards and recommendations, and recommended practices of the GFOA.

Level of Accountability

The County strives to maintain the highest level of accountability expected by any major stakeholder group. The degree of accountability is measured by the extent to which:

- Resources are acquired and used effectively and efficiently.
- Laws and regulations are complied with.
- Results are appropriately reported to demonstrate good stewardship.

Accountability should extend to all levels of the County organizational structure.

Financial Reporting

Financial transactions will be recorded and summarized into financial reports in accordance with GAAP. The ACTTC will prepare a Comprehensive Annual Financial Report (CAFR) of the County's financial position and changes in financial position in conformity with GAAP.

Internal Controls

County management is responsible for maintaining adequate internal controls to obtain reasonable assurance that long-term County goals are achieved efficiently and in compliance with law.

County accountant-auditors (as available) or outside auditors may be called upon to validate financial data reported by departments and may be asked to make recommendations to improve controls when appropriate. The CAO will determine the source of funding for requested financial audits.

The risk of non-accountability should be periodically assessed countywide and mitigated through audits.

Independent Audits

An annual independent audit of the CAFR will be conducted in accordance with GAAP. All material audit findings and recommendations, whether arising from internal or external audits, shall be reported to the Audit Committee and resolved in a timely manner.

APPENDIX A: MAINTENANCE OF POLICIES

These Financial Policies are maintained by the County Administrative Office and the County Auditor-Controller's Office. Each department works collaboratively together to ensure the integrity of the policies. The core focus of each department with respect to the Financial Policies is as follows:

County Administrative Office:

- Balanced Budget
- Revenue
- Operating Budget
- Capital Improvement Projects Debt (with ACTTC's Office)
- Financial Reporting (with ACTTC's Office)

Auditor-Controller/Treasurer-Tax Collector Office:

- Investment
- Debt (with CAO)
- Financial Reporting (with CAO)



**PLUMAS COUNTY
DISTRICT ATTORNEY
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors
FROM: David Hollister, District Attorney
MEETING DATE: March 5, 2024
SUBJECT: District Attorney's Office

Recommendation:

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Background and Discussion:

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Action:

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Fiscal Impact:

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Attachments:

None



PLUMAS COUNTY DISTRICT ATTORNEY MEMORANDUM

TO: Honorable Chair and Board of Supervisors

FROM: David Hollister, District Attorney

MEETING DATE: March 5, 2024

SUBJECT: Request for payment of legal defense

Recommendation:

The Plumas County Board of Supervisors authorize payment for the unconflicted, legal defense of District Attorney David Hollister, not to exceed seventy-five thousand dollars (\$75,000.00), stemming from an accusation by County Administrative Officer Debra Lucero at the 20 February 2024 Board of Supervisors meeting.

Background and Discussion:

1. District Attorney Background

David Hollister was sworn in as Plumas County District Attorney in January 2011, having worked as a deputy district attorney since 2003. With his 2022 election, Mr. Hollister is the first district attorney in the history of Plumas County (est. 1854) to have been elected to four consecutive terms. Prior to his career in Plumas County, he served as a prosecutor in the Alameda County District Attorney's Office beginning in 1992. While District Attorney, Plumas County has not suffered the reversal of any conviction or any adverse civil judgments. During his nearly 32 years as a prosecutor, DA Hollister has suffered no disciplinary action from the State Bar of California.

2. CAO Accusation

On 20 February 2024, the Plumas County Administrative Officer (CAO) brought two requests before the Board of Supervisors (BOS): first, a request to seek an investigation against the District Attorney for creating a hostile work environment; and second, for the BOS to provide attorney fees to the CAO to pursue her investigation of the District Attorney. The BOS granted the CAO's first request and tabled her second. During the CAO's agenda item, the BOS was made aware the CAO's second request would constitute the BOS gifting public funds to the CAO to sue Plumas County. The California gift of public funds doctrine set forth in the California Constitution, Article XVI, § 6, prohibits the giving or lending of public funds to any person or entity, public or private. During the CAO's comments she indicated she would like legal representation to consider undertaking actions such as filing complaints against the District Attorney to the State Bar and Attorney General.

Much like the District Attorney, each BOS member and many others in public service leadership positions, the CAO is a public figure often engaged in issues of public concern. Discussion, dissent and even criticism of public figures, their ideas and issues within their public capacity is not only constitutionally protected but is the lifeblood of our democracy.

The District Attorney does not work for, supervise or work with the CAO. There are no regular meetings, check-ins, updates, or the like between the CAO and District Attorney. Since the filing of criminal charges against the HR Director, virtually all communications between the CAO and District Attorney have been, or begun with, unsolicited emails from the CAO to the District Attorney. All

interactions with, and responses to, the CAO have been within the District Attorney's scope of employment.

The District Attorney denies the creation of any hostile work environment and believes the CAO complaint is motivated by, or designed to,:

- an intention to undermine the prosecution of the criminal case of *People v. Selvage*. (On 15 January 2024 the District Attorney wrote to the Board of Supervisors requesting the BOS prevent the CAO, within her professional capacity, from further interference with this prosecution. The DA's request to recuse the CAO was then heard during two closed session meetings of the BOS prior to the CAO's current accusation);
- prevent public participation by the District Attorney in Plumas County matters;
- deter the public participation by others in Plumas County matters; and
- other improper motivations which may be revealed upon discovery of the CAO complaint.

The District Attorney intends to vigorously defend himself and office against the civil suit and administrative complaints threatened by the CAO and further intends to continue to meet his obligation as district attorney and speak to public matters as protected by the United States and California Constitution(s).

3. Controlling Law

Upon request by an employee (the District Attorney), public entities have a duty under the California Government Claims Act to defend the employee in any civil action. (See Sections 825 and 995 of the California Government Code). Should the public entity refuse to meet their obligation, Section 996.4 of the California Government Code sets forth the employee's legal recourse and potential consequences to the reneging entity. A verbal request was made of the interim County Counsel during the 20 February 2024 BOS meeting for indemnification and representation. A written request for the same was made the same day. Pursuant to Section 995.2(b) of the Government Code, Plumas County has no more than twenty days from the date of notice to respond to the request for representation by the District Attorney.

4. Conflict with County Counsel

County Counsel represents the BOS and has advised the BOS on this particular matter. During the 20 February 2024 BOS meeting, the interim County Counsel acknowledged the conflict in this matter. There are other issues creating a conflict which the District Attorney is prepared to outline should this be necessary.

The District Attorney has located competent, unconflicted counsel to represent him in this matter and, upon approval, will work with the County Counsel and Auditor for the county to honor reasonable attorney fees, not exceeding seventy-five thousand dollars (\$75,000.00), for his defense against the accusations by the CAO.

The District Attorney will fully, completely and reasonably cooperate in good faith in his defense as required by Section 825.6(a)(3) of the Government Code.

The District Attorney agrees should a civil action be filed against the District Attorney and the person suing the District Attorney be ordered to personally pay the District Attorney's attorney fees following a successful motion to dismiss (such as an Anti-SLAPP motion under CCP 425.16), those repaid

attorney fees must be returned to Plumas County to reimburse this allocation.

Action:

The Plumas County Board of Supervisors authorize payment for the unconflicted, legal defense of District Attorney David Hollister, not to exceed seventy-five thousand dollars (\$75,000.00).

Fiscal Impact:

General Fund impact of up to seventy-five thousand dollars (\$75,000.00).

Attachments:

None

PLUMAS COUNTY

CALIFORNIA County Administrative Officer



TO: Honorable Chair and Board of Supervisors
FROM: Debra Lucero, CAO
Meeting Date: January 9, 2023
Subject: CAO Report 1/9/24 – January 31, 2024

HUMAN RESOURCES UPDATE

On January 16, 2024, the Board approved a contract with MRG to assist with a myriad of HR functions.

FINANCE UPDATE

Audit activities are continuing but there is no estimate on when the FY22 Audit will be complete as of this writing by the Auditor-Controller.

GRANTS MANAGER

- Grant updates
 - Assisted Environmental Health with RFQ process
 - Presented on ARPA progress
 - Drafted LATCF report
 - Finalizing paperwork for Building Rural Economies
 - Hosted Open House for the Off-Highway Vehicle Trails Program with Sierra Buttes Trail Stewardship and the Plumas National Forest
- Meetings and Functions
 - Attended Dixie Fire Community Meeting with planning for presentation at February Meeting
 - Attended Middle Mile Advisory Committee and California Broadband Council meetings
 - Participated in the Grant and Projects Munis Training
- Engaged with Chamber Coalition
- Began planning process for Opioid Settlement Program

RISK MANAGEMENT & CAL-OES UPDATE

1/3 – MARAC
1/8 – EOC Overview – Cal OES
1/8 – Meeting Re: Food Access Plan
1/8 – Met with CalOES
1/9-12 – EOC Action Planning Class
1/11 – Earth Ex Drill
1/11 – Fire Safe Board Meeting
1/12 – Training – ICS 626 - Lori
1/17 – Training with Cal OES - Lori
1/17 – Met with Public Health re: EOP
1/18 – Tri-Health Care Coalition Meeting

1/18 – Training – G606 - Lori
 1/18 – Met new Red Cross Manager
 1/19 – Meeting with Public Works
 1/22 – Hydrology-Weather Briefing
 1/22 – Training ICS 368 – Lori
 1/22 – Training ICS 241 & ICS 242 - Travis
 1/23 – Collaboration meeting with Project Camp
 1/23 – Training – ICS 706 & IS 29 - Lori
 1/25 - Hydrology-Weather Briefing
 1/25 – Tabletop Exercise – Severe Weather
 1/25 – Assistance for Firefighter Grant Webinar
 1/29 – Regional Disaster Public Health Meeting – Changes
 1/29 – Operational Manager’s Meeting
 1/29 – Red Cross Meeting
 1/30 – Met with Ag Commissioner regarding EOP and CVET
 1/30 – Cal OES Briefing - Weather
 1/31 – County training on Project and Grant Management
 1/31 – Hydrology-Weather Briefing
 1/31 – Cal OES Briefing - Weather

CLIFTON, LARSON & ALLEN (CLA UPDATE)

Cash & Investments

- Reconciled FY2023 Cash, reduced carryforward FY2022 unexplained variance from \$45K to \$21K
 - Prepared journal entry & support for Auditor-Controller to correct Auditor vs Treasury cash accounts
 - Assisted with Warrants Payable entry corrections and provided an updated Warrants Payable reconciliation schedule
- Recommended to Treasurer & Auditor Controller a new process leveraging FY24 monthly investment reporting and FY23 cash template to reconcile cash and investment balances monthly
 - Completed monthly Cash & Investments balance roll forward templates from July to December 2023 using the new process
 - Provided monthly investment interest income through December 2023 to Treasurer for review and approval to turnover to Auditor-Controller for posting
 - In progress – monthly cash reconciliation using the new template for FY2024

Chart of Accounts

- Completed mapping Parent Departments into existing COA for a total of ~1050 accounts
- Created new funds, org codes, and accounts to begin using in FY2024 for the Opioid Settlement, the Almanor Park & Rec Sierra Nevada Conservancy, and Dixie Fire Settlement

Budgets

- Continued budget planning meetings & building out detailed calendar in collaboration with CAO and review with Auditor
- Completed and distributed Budget instruction book to Department Heads & Fiscal Officers
- Collected 26/28 Department Narratives for the Budget Book – currently in review
- Built out CAO SharePoint as a central budget planning and record retention space
- Hosted Munis Budget Training Workshop to practice using the system with Department Heads and Fiscal Officers
- Scheduled Mid-year budget review meetings with Department Heads
- Transitioning CLA role to support budget process from a full-time resource to part-time resource

Fixed Asset Implementation to Munis

- Loaded Active and CIP Fixed Asset records through FY2022 into Production environment
- Reviewed guide for reconciling and processing Fixed Assets throughout the year and at year end with Auditor-Controller and C. Goodman

Special District Payroll

- Followed up with Auditor-Controller and County Counsel to confirm their finalization of the Payroll Service Contract
- Completed documentation for Munis setup for the Special District payroll transition and reviewed with Auditor-Controller. Documentation is saved in the Auditor-Controller Share-Point site

Recurring Recommendations:

- Set up each person within Treasury department responsible for banking transactions, reconciliations, or review duties with their own appropriate bank login (no sharing logins).
- Setup read only access rights for Financial Institutions for the CAO & access rights for the Auditor Controller based on needs of job function.
- BOS obtain an inventory of all County bank accounts / financial institutions and review the account listing for completeness and accuracy of all accounts under the County's purview and inclusion for monitoring for proper internal controls, i.e. appropriate access levels assigned, access to statements, monitoring of account balances, proper segregation of duties, bank account reconciliations proper internal controls within the functions of Treasury, Auditor-Controller, and CAO offices.
- Utilization of investment software will expedite the process to get caught up on investment compliance reporting and ongoing management of investment reporting & recording of transactions. We recommend that the County explore its current service agreement with PFM. Enhancing services with the current provider may be another way to expedite the process of maintaining compliance with the County's investment reporting requirements. Additionally, while interest apportionment was not in our scope, we recommend the County review the current interest apportionment process, and calculations derived by the County's internally developed tool for completeness and accuracy. Consider updating or replacing the legacy interest apportionment system in conjunction with investment software and process upgrades under consideration.
- CLA recommends that a fiscal officer or administrative assistant be hired or identified within the County to assist the CAO's office. Currently, the CAO's office does not have adequate staffing levels to assign the budget tasks performed by CLA's interim accounting team. Under direction of the CAO, this position would prepare, manage, and coordinate the details necessary for the development of the County's annual operating and capital budget; assist with forecasts of necessary funds including supplies, services and staffing; discuss and resolve budget issues with appropriate staff; coordinate preparation and publishing of the budget book with required schedules and targeted improvements; implement budget adjustments as necessary. This position, at the direction of the CAO, may assist with other tasks and initiatives such as, monitor and report on expenditures vs. budget across all departments regularly, facilitate fund administration across the County, provide CAO support to departments, Travel & Expense compliance, and process improvement.
- CLA recommends that an assistant controller or an accounting manager be hired for the existing open/allocated position within the Auditor Controller Department. Currently, the Auditor Controller office does not have adequate management staffing levels to perform regular general ledger accounting close tasks, such as reconciling cash transactions in Munis daily and monthly to bank balances, recording transactions timely, processing payables and receivables timely, and regularly closing the general ledger in Munis with balance sheet accounts reconciled. Under direction of the Auditor Controller, this new/open position can assist with staff management and training, maintenance of the Chart of Accounts, process improvement projects, and assist with creation of performance reporting for Auditor Controller / CAO / Board of Supervisors. This filled position can also assist with supporting the annual audit.

OTHER CAO MEETINGS/ACTIVITIES

1. Jan. 10 – Public Works Transition due to Retirements

520 MAIN STREET ♦ ROOM 309 ♦ QUINCY, CA 95971-4111 ♦ (530) 283-6446 ♦ FAX (530) 283-6288

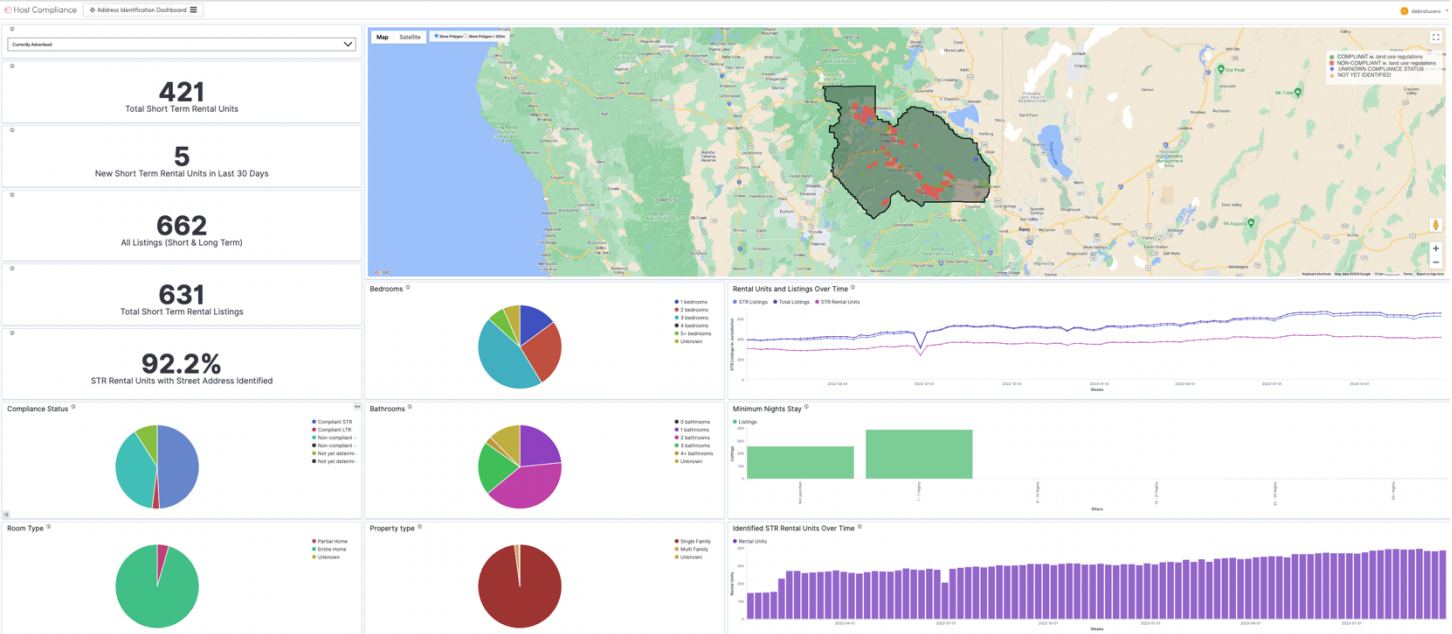
2. Jan. 10 – Title III – 20026 Fund History
3. Jan. 10 – Ag Budget Meeting
4. Jan. 11 – CLA Budget Planning Meeting
5. Jan. 11 – OpenGov Demo
6. Jan. 11 – CLA Budget Instructions Meeting
7. Jan. 11 – MRG & Plumas County Meeting
8. Jan. 11 – Jail Furnishings Meeting
9. Jan. 12 – OpenGov Meeting w/IT
10. Jan. 17 – 30 Vacation
11. Jan. 30 – Meeting w/Planning Director on Vested Rights Company Contract
12. Jan. 31 – CLA Check-In Meeting
13. Jan. 31 – Meeting with County Counsel
14. Jan. 31 – Munis Training

TRANSIENT OCCUPANCY TAX REPORT

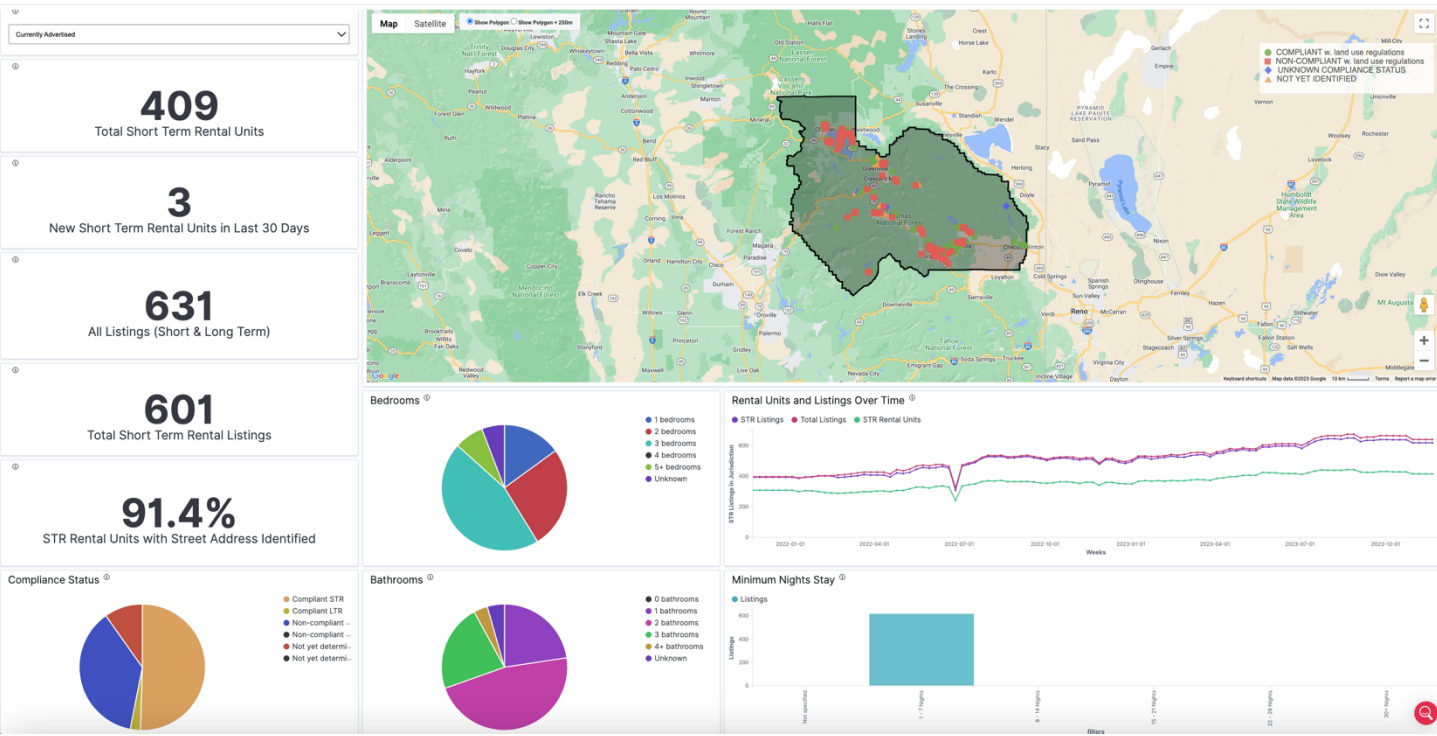
Granicus generated the following reports: (January 2, 2023 is the current report on left. Also showing is December 2, 2023 so it can be compared to the new report).

Monthly status report Report for Plumas County, CA (Plumas County, CA) generated on January 2, 2024.	Monthly status report Report for Plumas County, CA (Plumas County, CA) generated on December 2, 2023.
420 Properties in or near Plumas County, CA	409 Properties in or near Plumas County, CA
388 Properties in or near Plumas County, CA with address identified	374 Properties in or near Plumas County, CA with address identified
216 Compliant Short Term Rentals	213 Compliant Short Term Rentals
165 Non-compliant properties	155 Non-compliant properties
39 Properties with unknown compliance	41 Properties with unknown compliance
211 Properties that have received letters since first mailing	211 Properties that have received letters since first mailing
93 Properties that have received letters and are now compliant	96 Properties that have received letters and are now compliant
118 Properties that have received letters but are still non-compliant	115 Properties that have received letters but are still non-compliant

JANUARY 2024



DECEMBER 2023





**PLUMAS COUNTY
HUMAN RESOURCES DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors
FROM: Debra Lucero, County Administrative Officer
MEETING DATE: March 5, 2024
SUBJECT: Adopt RESOLUTION authorizing stipend for Assistant Risk Manager/Occupational Safety & Health Specialist position for Human Resources Department duties. Roll Call Vote.

Recommendation:

Adopt RESOLUTION authorizing stipend for Assistant Risk Manager/Occupational Safety & Health Specialist position for Human Resources Payroll Specialist II Duties. **Roll Call Vote.**

Background and Discussion:

Human Resources Payroll Specialist II has taken a position with another County Department but will still be assisting HR with payroll activities. As a result, the County will add \$3 per hour to the regular pay when these duties are being performed.

Action:

Adopt RESOLUTION allowing a rate of \$3 per hour stipend for the duties performed as Human Resources Payroll Specialist II which will be charged to the Human Resources Department #20035. Roll Call Vote.

Fiscal Impact:

General Fund Impact although it should be minimal until the replacement is fully trained.

Attachments:

1. 23-881 FINAL

RESOLUTION NO. 2024- _____

**RESOLUTION AUTHORIZING STIPEND FOR ASSISTANT RISK
MANAGER/OCCUPATIONAL SAFETY & HEALTH SPECIALIST POSITION FOR
HUMAN RESOURCES DEPARTMENT DUTIES**

WHEREAS, Plumas County Personnel Rule 5.01 provides amendments to be made by resolution of the classification plan covering all positions in the County service; and

WHEREAS, during the Fiscal Year 2023/2024 needs may arise to amend Plumas County's Pay Schedule; and

WHEREAS, this Resolution addresses stipend pay increase for an additional stipend of 20% of the then current Assistant Risk Manager/Occupational Safety & Health Specialist wage for the duties performed for the Human Resources Department which will be charged to the Human Resources department #20035; and

WHEREAS, the current Human Resources Payroll Specialist II has taken a position with another County Department; and

WHEREAS, the Assistant Risk Manager/Occupational Safety & Health Specialist will assist in performing the day-to-day duties of the Human Resources Department until the position is filled and trained.

NOW, THEREFORE BE IT RESOLVED by the Plumas County Board of Supervisors as follows: Approve Resolution to amend Assistant Risk Manager/Occupational Safety & Health Specialist Classification and Pay Schedule while performing duties for the Human Resources Department to reflect the following:

Effective January 15th, 2024, Assistant Risk Manager/Occupational Safety & Health Specialist classification will be paid a stipend of 20% of the then current Assistant Risk Manager/Occupational Safety & Health Specialist wage in addition to regular Assistant Risk Manager/ Occupational Safety & Health pay for Human Resources Department duties. The stipend will be charged to fund #20035.

The foregoing Resolution is duly passed and adopted by the Board of Supervisors of the County of Plumas, State of California, at a regular meeting of said Board held on the 5th day of March 2024 by the following vote:

AYES:

NOES:

ABSENT:

Chairperson, Board of Supervisors

ATTEST:

Clerk of the Board



**PLUMAS COUNTY
BOARD OF SUPERVISORS
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors
FROM: Josh Brechtel, Interim County Counsel
MEETING DATE: March 5, 2024
SUBJECT: Approve and authorize Chair to ratify and sign an agreement between Plumas County and Boucher Law, PC to conduct a workplace investigation; effective February 21, 2024; not to exceed \$35,000.00; (General Fund Impact) approved as to form by County Counsel.

Recommendation:

Approve and authorize Chair to ratify and sign an agreement between Plumas County and Boucher Law, PC to conduct a workplace investigation; effective February 21, 2024; not to exceed \$35,000.00; (General Fund Impact) approved as to form by County Counsel.

Background and Discussion:

On February 20, 2024, the Board of Supervisors authorized an investigation into a Hostile Work Environment allegation.

Action:

Approve and authorize Chair to ratify and sign an agreement between Plumas County and Boucher Law, PC to conduct a workplace investigation; effective February 21, 2024; not to exceed \$35,000.00; (General Fund Impact) approved as to form by County Counsel.

Fiscal Impact:

(General Fund Impact) this is an unbudgeted item.

Attachments:

1. Boucher Law, PC Agreement

AGREEMENT FOR LEGAL SERVICES

This AGREEMENT FOR LEGAL SERVICES ("Agreement") is entered into by and between COUNTY OF PLUMAS ("Client"), and BOUCHER LAW, PC ("Attorney").

1. SCOPE AND DUTIES. Client hires Attorney to provide legal services in connection with labor and employment matters (including conducting workplace investigations) as may be required from time to time by the Client as set forth by this Agreement. Attorney shall provide those legal services reasonably required to represent Client, and shall take reasonable steps to keep Client informed of progress and to respond to Client's inquiries. Client shall be truthful with Attorney, cooperate with Attorney, keep Attorney informed of developments, abide by this Agreement, and timely pay Attorney's fee statements.

2. ATTORNEY-CLIENT PRIVILEGE. Confidential communication between the Client and Attorney shall be covered by the attorney-client privilege. As used in this Agreement, "confidential communication" means information transmitted between the Client and Attorney (including any paralegals, legal assistants, litigation support staff, consultants, and sub-consultants working under the direction of Attorney) in the course of the relationship covered by this Agreement and in confidence by a means that, so far as the Client is aware, discloses the information to no third persons other than those who are present to further the interests of the Client in the consultation or those to whom disclosure is reasonably necessary for the transmission of the information or the accomplishment of the purpose for which Attorney is consulted, and includes any legal opinion formed and advice given by Attorney in the course of this relationship. Client agrees not to forward any confidential communication between Client and Attorney to any such third persons without first consulting with Attorney.

In order to provide Client with efficient and convenient legal services, Attorney will frequently communicate and transmit documents using e-mail. Because e-mail continues to evolve, there may be risks communicating in this manner, including risks related to confidentiality and security. By entering into this Agreement, Client is consenting to such e-mail transmissions with Client and Client's representatives and agents.

3. LEGAL FEES AND BILLING. Client agrees to pay Attorney for any services provided pursuant to this Agreement at the blended rate of Four Hundred Twenty-Five Dollars (\$425.00) per hour for in-house and "of counsel" attorneys, and Three Hundred Twenty-Five Dollars (\$325.00) per hour for non-attorney staff (including staff or contract paralegals, legal assistants, litigation support staff, and human resources consultants). Travel time and waiting time shall be charged to Client. An additional surcharge of \$25.00 per hour shall apply for complex matters, including case preparation and attendance at litigation or administrative proceedings, court trials, mediations, arbitrations, administrative hearings, discovery hearings, testifying at trials and hearings, media inquiry and response,

**Agreement for Legal Services Between
County of Plumas and
Boucher Law, PC**

and COVID-19 or workplace violence incident case management. A 5% administrative fee shall be included on invoices for any outside attorneys or sub-consultants billed to Client through Attorney.

The above rates, effective January 1, 2024, are subject to change at the Attorney's discretion upon thirty (30) days advance written notice whether directly or by invoice. Attorneys, consultants, and staff bill their time in minimum units of one-tenth (0.10) of an hour. Communications advice (e.g. via telephone, voicemail, e-mail) is billed to a minimum increment of three-tenths (0.30) of an hour. Attorney shall submit monthly to the Client a detailed statement of account for services. Client shall review Attorney's monthly statements for services rendered and costs incurred on a monthly basis, and pay Attorney within thirty (30) days of receipt of the statement.

4. COSTS AND EXPENSES. Client shall reimburse Attorney for all reasonable and necessary expenses incurred by Attorney in the performance of the services under this Agreement. Authorized reimbursable expenses shall include, but are not limited to, printing and copying expenses (in-house printing and copies shall be charged at \$0.15 per page for black and white copies, and \$0.50 per page for color copies); mileage expenses at the rate allowed by the Internal Revenue Service; bridge tolls; parking; long distance telephone and facsimile charges; computerized research (e.g. Lexis or Westlaw), including research services performed by Attorney's staff; postage; delivery costs (e.g. courier, overnight and express delivery); court fees; court reporters or transcription fees, including transcripts; deposition and discovery costs, including expert witness fees; travel expenses, including out-of-town transportation, lodging expenses and meals where appropriate; and, other similar costs. At times, Attorney may determine it necessary or appropriate to use one or more outside investigators, consultants, or experts in rendering the legal services required, and Client shall be responsible for paying such fees and charges. Unless other arrangements are made, costs and expenses incurred by Attorney shall be itemized and included as part of the monthly fee statement.

The total amount paid by Client to Attorney under this contract shall not exceed Thirty Five Thousand Dollars (\$35,000)

5. INDEPENDENT CONTRACTOR STATUS. Attorney shall perform all legal services required under this Agreement as an independent contractor of the Client and shall remain, at all times as to the Client, a wholly independent contractor with only such obligations as are required under this Agreement. Neither the Client, nor any of its employees, shall have any control over the manner, mode or means by which Attorney, its agents or employees, render the legal services required under this Agreement.

**Agreement for Legal Services Between
County of Plumas and
Boucher Law, PC**

6. CONFLICTS. Attorney is not presently aware of any conflicts of interest which is adverse to Client. However, Attorney may have past and present clients or may have future clients, which, from time to time, may have interests adverse to Client, and Attorney reserves the right to represent such clients in matters not connected with its representation of Client. If a potential conflict of interest arises in Attorney's representation of two clients, if such conflict is only speculative or minor, Attorney shall seek waivers from each client with regards to such representation. However, if real conflicts exist, Attorney would withdraw from representing either client in the matter, and assist them in obtaining counsel.

7. DISCHARGE AND WITHDRAWAL. Client may discharge Attorney at any time. Attorney may withdraw with Client's consent or for good cause or if permitted under the Rules of Professional Conduct of the State Bar of California and/or applicable law. Among the circumstances under which Attorney may withdraw are: (a) with the consent of Client; (b) Client's conduct renders it unreasonably difficult for the Attorney to carry out the employment effectively; and/or (c) Client fails to pay Attorney's fees or costs as required by this Agreement. Notwithstanding Client's discharge or Attorney's withdrawal, Client shall remain obligated to pay Attorney at the agreed rates for all services and expenses provided up through and including the effective date of termination, and for any services requested by Client after the date of termination. Attorney shall also be reimbursed for all costs associated with transitioning any files or other data or documents to a new law firm or returning them to the Client.

8. DISCLAIMER OF GUARANTEE. Nothing in this Agreement and nothing in Attorney's statements to Client shall be construed as a promise or guarantee about the outcome of Client's matter. Attorney makes no such promises or guarantees. Attorney's comments about the outcome of the matter are expressions of opinion only, are neither promises nor guarantees, and shall not be construed as promises or guarantees.

9. CHANGE OR WAIVER. No change or waiver of any of the provisions of this Agreement shall be effective unless the change or waiver is in writing and signed by all parties.

10. PROFESSIONAL LIABILITY INSURANCE. Attorney maintains professional liability insurance, subject to a standard deductible.

11. FILE RETENTION AND DESTRUCTION OF CLOSED FILES. Attorney maintains electronic records of all Client files and destroys all paper documents related to the matter within seven (7) days after it has been received and preserved digitally. Therefore, clients wishing to receive paper copies of all file documents (including any original documents) shall notify Attorney within seven (7) days of the commencement of the matter. In addition, Attorney uses a cloud computing

**Agreement for Legal Services Between
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service with servers located in a facility other than Attorney's office. Most of Attorney's electronic data, including e-mails and documents, are stored in this manner. By entering into this Agreement, Client understands and consents to having communications, documents and information pertinent to the Client's matter stored through such a cloud-based service.

After Attorney's services conclude for the matter, any original documents of which Attorney is required by law to retain will be returned to Client, and Attorney is authorized to retain a digital copy of the case file. The case file includes Client papers and property as defined in Rule 1.16(e) of the California Rules of Professional Conduct. If Client does not request the case file for this matter, Attorney will retain the electronic case file for a period of five (5) years after a matter is closed.

If Client does not request delivery of the case file for a closed matter before the end of the five (5) year period, Attorney shall have no further obligation to retain the case file (in any format, including digitally) and may, at Attorney's discretion, destroy it without further notice to Client.

12. NO TAX ADVICE. Attorney has not been retained to provide Client with any tax advice concerning any of the services described in paragraph 1 above. Any documents prepared by Attorney may have specific tax ramifications. To be sure Client understands and is certain of all the potential tax consequences, Client should consult with tax advisors regarding these matters.

13. COUNTERPARTS, FACSIMILE AND ELECTRONIC SIGNATURE. This Agreement may be signed in one or more counterparts, each of which shall constitute an original, but all of which together shall be deemed one and the same instrument. This Agreement shall be binding upon the receipt of facsimile signatures or electronic transmittal via e-mail. A copy of a signature shall be deemed equivalent to an original signature, and fax and electronic signatures are equally binding as originals.

14. GOVERNING LAW. This Agreement shall be governed by the laws of the State of California.

15. ENTIRE AGREEMENT. This Agreement contains the entire agreement of the parties. No other agreement, statement, or promise made on or before the effective date of this Agreement will be binding on the parties. This Agreement may be modified by subsequent agreement of the parties only by an instrument in writing signed by both of them.

16. SEVERABILITY. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

**Agreement for Legal Services Between
County of Plumas and
Boucher Law, PC**

17. ATTORNEY'S FEES. If any legal action or arbitration or similar proceeding is instituted by either party concerning the payment of the fee charged hereunder, the prevailing party shall be entitled to collect its reasonable attorney's fees in addition to any other relief that party may obtain.

18. EFFECTIVE DATE AND TERM OF AGREEMENT. This Agreement will take effect when Client and Attorney have executed it, but its effective date will be retroactive to the date Attorney first performed services. This Agreement shall continue in full force and effect until terminated in accordance with paragraph 7 above. Even if this Agreement does not take effect, Client shall be obligated to pay Attorney the reasonable value of any services Attorney may have performed at the request of Client.

19. AUTHORITY. The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that in so executing this Agreement the parties hereto are formally bound to the provisions of this Agreement.

IN WITNESS WHEREOF, the Client and Attorney have executed this Agreement for Legal Services.

COUNTY OF PLUMAS

BOUCHER LAW, PC

APPROVED AS TO CONTENT:

By: 
Christopher K. Boucher, President

Date: February 21, 2024

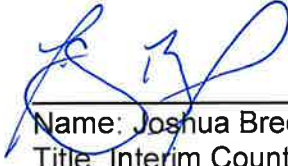
Name: Greg Hagwood
Title: Chair, Board of Supervisors
Date signed:

ATTEST:

Name: Allen Hiskey
Title: Clerk, Board of Supervisors
Date signed:

**Agreement for Legal Services Between
County of Plumas and
Boucher Law, PC**

APPROVED AS TO FORM:



Name: Joshua Brechtel

Title: Interim County Counsel

Date Signed:



**PLUMAS COUNTY
CLERK OF THE BOARD OF SUPERVISORS
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM:

MEETING DATE: March 5, 2024

SUBJECT: Approve the Supplemental Budget Transfer from Fund #0001 (General Fund) in the amount of \$20,000 to Fund #521600 (Memberships/Dues) under Department # 20010 (Board of Supervisors). General Fund Impact; as approved by the Auditor-Controller. Four/Fifths Roll Call Vote.

Recommendation:

Approve the Supplemental Budget Transfer from Fund #0001 (General Fund) in the amount of \$20,000 to Fund #521600 (Memberships/Dues) under Department # 20010 (Board of Supervisors). General Fund Impact; as approved by the Auditor-Controller. **Four/Fifths Roll Call Vote.**

Background and Discussion:

Account was not budgeted correctly for FY23/24.

Action:

Approve the Supplemental Budget Transfer from Fund #0001 (General Fund) in the amount of \$20,000 to Fund #521600 (Memberships/Dues) under Department # 20010 (Board of Supervisors). General Fund Impact; as approved by the Auditor-Controller. **Four/Fifths Roll Call Vote.**

Fiscal Impact:

General Fund Impact.

Attachments:

1. Supplemental Budget Transfer Request 521600

COUNTY OF PLUMAS
REQUEST FOR BUDGET APPROPRIATION TRANSFER
OR SUPPLEMENTAL BUDGET

TRANSFER NUMBER

(Auditor's Use Only)

Department: Board of Supervisors

Dept. No: 20010

Date 2/15/2024

The reason for this request is (check one):

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

Approval Required

Board

Board

Board

Auditor

Auditor



TRANSFER FROM OR



SUPPLEMENTAL REVENUE ACCOUNTS

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

Fund #	Dept #	Acct #	Account Name	\$ Amount
0001			General Fund	20,000.00
Total (must equal transfer to total)				20,000.00



TRANSFER TO OR



SUPPLEMENTAL EXPENDITURE ACCOUNTS

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

Fund #	Dept #	Acct #	Account Name	\$ Amount
0001	2001052	521600	Memberships/Annual Dues	20,000.00
Total (must equal transfer to total)				20,000.00

Supplemental budget requests require Auditor/Controller's signature

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

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

A) Budget account was not budgeted correctly for FY23/24

B)

C)

D)

Approved by Department Signing Authority:

☒ Approved/ Recommended

☐ Disapproved/ Not recommended

Auditor/Controller Signature:

Board Approval Date:

Agenda Item No.

Clerk of the Board Signature:

Date Entered by Auditor/Controller:

Initials

INSTRUCTIONS:

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

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

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

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

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



**PLUMAS COUNTY
BOARD OF SUPERVISORS
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM:

MEETING DATE: March 5, 2024

SUBJECT: 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 it back within 30 days, on April 9, 2024; discussion and possible action.

Recommendation:

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 it back within 30 days, on April 9, 2024; discussion and possible action.

Background and Discussion:

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 it back within 30 days, on April 9, 2024; discussion and possible action.

Action:

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 it back within 30 days, on April 9, 2024; discussion and possible action.

Fiscal Impact:

No General Fund Impact; review only.

Attachments:

1. Resolution No. 8609

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:

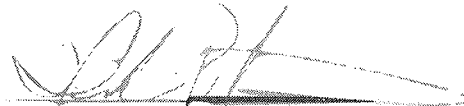
AYES: Supervisor (S) Ceresola, Goss, Thrall, Hagwood, and Engel

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 26th day of July, 2021.

7/26/21
Date



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



**PLUMAS COUNTY
BOARD OF SUPERVISORS
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors
FROM: Josh Brechtel, Interim County Counsel
MEETING DATE: March 5, 2024
SUBJECT: Findings from Appeal Hearing of Administrative Citation held on February 20, 2024.

Recommendation:

Findings from Appeal Hearing of Administrative Citation held on February 20, 2024

Background and Discussion:

Request for Appeal Hearing of Administrative Citation. A request for appeal was received on December 29, 2023, filed by Diane Sivak at 6971 Portola McLeers Road, Portola, CA. 96122 (APN-126-270-035-000).

Action:

Findings from Appeal Hearing of Administrative Citation held on February 20, 2024

Fiscal Impact:

No General Fund Impact

Attachments:

1. SIVAK Summary Decision Letter 2024

BOARD OF SUPERVISORS

DWIGHT CERESOLA, VICE CHAIR, DISTRICT 1
KEVIN GOSS, DISTRICT 2
THOMAS McGOWAN, DISTRICT 3
GREG HAGWOOD, CHAIR, DISTRICT 4
JEFF ENGEL, DISTRICT 5



ADMINISTRATIVE CITATION HEARING

Name of Appellants and Registered Owners: Dianna L. Sivak and John Freay
Street Address of Registered Owner: 1020 Arlen Way, Sparks, Nevada 89431
Physical Address of Violation: 6971 Portola McLears Rd., Portola, Ca 96122
APN: 126-270-035-000
Hearing Date: February 20, 2024

SUMMARY OF DECISION

The conditions on the subject property constituted a Code Violation within the meaning of Plumas County Code Title 5, Chapter 8, § 5-8.01 and County Code Title 6, Chapter 10, § 6-10.103 (a);

Timely and adequate notice was given to the owner of the subject property both of the existence of the conditions creating the violations as well as concerning this hearing pursuant to Plumas County Code §1-8.09 (b).

APPEARANCES AND CONDUCT OF THE HEARING

The Administrative Citation Appeal Hearing in the above referenced matter was held on February 20, 2024, in front of the Plumas County Board of Supervisors. Appearances were as follows:

Lillian Ah Wah – Code Enforcement Officer (represented by Sara James, Deputy County Counsel)

Dianna Sivak – Property Owner (appearing for herself)

FINDINGS OF FACT

1. Property Ownership

The property that is the subject of this hearing is located at 6971 Portola McLears Rd., Portola, Plumas County, Ca 96122, (hereinafter referred to as “the property”). The Assessor Inquiry for this property lists the current owners and Dianna Sivak verbally admitted she was the property owner.

2. Investigation & Notice

Ms. Ah Wah is the Code Enforcement Officer for this investigation. She provided an overview of the violations by way of pictures and testimony. Her investigation consisted of travelling to the property in question and viewing and taking photos at certain intervals.

The first notice of violation was given to the registered owner on February 23, 2021. The property owner was repeatedly contacted for failing to clean up the property in December of 2022, February of 2023, June of 2023, July of 2023, August of 2023 and October of 2023.

3. Conditions of Property

The condition of the property consisted of multiple piles of scrap wood and metal, 2 dismantled vehicles crumbled up together, a boarded-up RV, a water heater not in use, a dismantled inoperable scooter, plowing equipment, propane tank surrounded by solid waste, and a stripped trailer axel by the garage. The appellant did not deny the presence of litter or abandoned vehicles. Ms. Ah Wah testified that there were numerous contacts and opportunities to cure these code violations over the last three years, yet no visible or significant effort was made over that period of time.

CONCLUSIONS OF LAW

Based on the foregoing facts and analysis, it is the opinion of the Board of Supervisors that Plumas County has met its burden of proof in establishing, by a preponderance of the evidence, that the conditions on the property constituted a code violation within the meaning of Plumas County Code in the following particulars:

The conditions on the property constituted a code violation within the meaning of Plumas County Code Title 5, Chapter 8, § 5-8.01;

The conditions on the property constituted a code violation within the meaning of Plumas County Code Title 6, Chapter 10, § 6-10.103 (a).

Timely and adequate notice was given to the owners of the subject property at their mailing address, both of the conditions creating the violation, as well as concerning this hearing, pursuant to Plumas County Code § 1-8.09.(b).

The administrative citation is upheld and the fine amount for the administrative citation shall be retained by the County.



**PLUMAS COUNTY
PLUMAS COUNTY OFFICE OF EDUCATION
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM:

MEETING DATE: March 5, 2024

SUBJECT: Appoint KellyAnn Bonnell to the Plumas Early Education & Child Care Council;
discussion and possible action.

Recommendation:

Appoint KellyAnn Bonnell to the Plumas Early Education & Child Care Council; discussion and possible action.

Background and Discussion:

Calif. Welf. And Inst. Code &10485 seq requires that the County Board of Supervisors and the County Superintendent of Schools appoint members to the Local Planning Council (LPC). Locally, the Council is known as the Plumas Early Education and Child Care Council. The County Superintendent of Schools is responsible for appointing half of the membership, and the County Board of Supervisors appoints the other half. At their regular meeting on 2/8/24 the LPC council voted to recommend membership of Ms. KellyAnn Bonnell.

Action:

Appoint KellyAnn Bonnell to the Plumas Early Education & Child Care Council; discussion and possible action.

Fiscal Impact:

No General Fund Impact.

Attachments:

1. 20240215100233

BOARD AGENDA REQUEST FORM

Department: PCOE-EECC

Authorized Signature: Rachael Brotherton

Board Meeting Date: 03/05/24

Request for N/A minutes for presentation
(If a specific time is needed, please contact the Clerk of the Board directly.)

Consent Agenda: ☒ Yes ☐ No

Description of Item for the Agenda (This is the wording that should appear on the agenda):

A. Appoint KellyAnn Bonnell to the Plumas Early Education & Child Care Council

B. _____

C. _____

Review by Necessary Departments:

I have had this item reviewed and approved by the following departments:

Plumas Early Education & Child Care Council

If another department or the CAO is opposed to an agenda item, please indicate the objection:

Attached Documents:

Contracts/Agreements:

Three copies? (Y ☐ / N ☐)

Signed? (Y ☐ N ☐)

Budget Transfers Sheets:

Signed? (Y ☐ N ☐)

Other: _____

Publication:

☐ Clerk to publish on _____ ☐ Notice attached and e-mailed to Clerk.

☐ Notice to be published _____ days prior to the hearing. _____
(if a specific newspaper is required, enter name here.)

☐ Dept. published on _____ (Per Code § _____). ☐ Copy of Affidavit Attached.

County Ordinances-Procedural Requirements for Adoption, Amendment or Repeal:

I have complied with the policy adopted by the Board regarding County Ordinances Procedural Requirements:

Yes: ☒ No: ☐ Not Applicable: ☐

If Not Applicable, please state reason why: _____

The deadline to place an item on the agenda for the following week's board meeting is Monday at 12:00 p.m. If the Monday deadline falls on a holiday, the deadline is then the Friday before the Holiday.

PLUMAS EARLY EDUCATION AND CHILD CARE COUNCIL
50 CHURCH ST., QUINCY CA 95971 – 530-430-7050

TO: The Honorable Plumas County Board of Supervisors
FROM: Rachael Brothers, Council Coordinator
DATE: February 13, 2024
RE: Certification of Council Membership

Background

Calif. Welf. And Inst. Code § 10485 seq requires that the County Board of Supervisors and the County Superintendent of Schools appoint members to the Local Planning Council (LPC), locally the Council is known as the Plumas Early Education and Child Care Council. The County Superintendent of Schools is responsible for appointing half of the membership, and the County Board of Supervisors appoints the other half. At their regular meeting on 2/8/24 the LPC council voted to recommend membership of Ms. KellyAnn Bonnell.

Current Recommendation/Requested Action

To balance membership with those appointed by the Plumas County Superintendent of Schools, we are asking the Plumas County Board of Supervisors to appoint KellyAnn Bonnell as a member of the Plumas Early Education and Child Care Council. Upon approval, as the coordinator, I will ensure Ms. Bonnell is informed of her appointment. Thank you so much for your attention to this matter.

Sincerely,

Rachael Brothers
Plumas County Office of Education
Early Childhood Education Coordinator



**PLUMAS COUNTY
BOARD OF SUPERVISORS
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors
FROM: Allen Hiskey, Clerk of the Board
MEETING DATE: March 5, 2024
SUBJECT: Letter to California Public Utilities Commission Public Advisor's Office, regarding AT&T landlines in Plumas County; discussion and possible action.

Recommendation:

Letter to California Public Utilities Commission Public Advisor's Office, regarding AT&T landlines in Plumas County; discussion and possible action.

Background and Discussion:

Please consider this letter a protest to the above applications, and a request from the County of Plumas that you deny both of these applicaitons by AT&T California.

Action:

Letter to California Public Utilities Commission Public Advisor's Office, regarding AT&T landlines in Plumas County; discussion and possible action.

Fiscal Impact:

No General Fund Impact; discussion only.

Attachments:

None



**PLUMAS COUNTY
BOARD OF SUPERVISORS
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors
FROM: Allen Hiskey, Clerk of the Board
MEETING DATE: March 5, 2024
SUBJECT: Plumas County FireSafe Council is requesting a Letter of Support be signed by the Plumas County Board of Supervisors supporting the establishment of a Firewood and Bio Generation Facility; discussion and possible action.

Recommendation:

Letter of Support for FireSafe/BioMass Firewood and Bio-Generation Facility; discussion and possible action.

Background and Discussion:

The proposed Firewood and BioGeneration Facility by the Plumas County Fire Safe Council offers a multifaceted solution to these challenges. By producing kiln-dried firewood and supplying stock to the Northern Sierra Air Quality Management District's subsidized firewood program, the facility aims to curtail the use of unseasoned wood and thereby reduce harmful emissions. Additionally, the facility will fulfill a critical need for biomass/green waste disposal services, further minimizing environmental impact.

Action:

Letter of Support for FireSafe/BioMass Firewood and Bio-Generation Facility; discussion and possible action.

Fiscal Impact:

No General Fund Impact.

Attachments:

1. Firesafe-BioMass LOS2024



BOARD OF SUPERVISORS

DWIGHT CERESOLA, VICE CHAIRMAN DISTRICT 1

KEVIN GOSS, DISTRICT 2

TOM MCGOWAN, DISTRICT 3

GREG HAGWOOD, CHAIRMAN DISTRICT 4

JEFF ENGEL, DISTRICT 5

March 5, 2024

The Plumas County Board of Supervisors is in support of the proposal put forth by the Plumas County Fire Safe Council for the establishment of a Firewood and BioGeneration Facility. This initiative represents a pivotal step towards addressing several pressing issues in our county, including biomass/green waste disposal, air quality improvement, and wildfire risk mitigation.

The 2015 designation of the Greater Portola Area as a federal PM2.5 nonattainment area underscores the urgency of our situation. The revised National Ambient Air Quality Standards set forth by the U.S. Environmental Protection Agency on February 7, 2024, have further accentuated the need for proactive measures to combat fine particle pollution (PM2.5). The entirety of Plumas County may begin classification as an area not meeting attainment standards by the beginning 2026, similar to the current regulations that cover the City of Portola. The current air quality conditions in Portola are deeply concerning, with the burning of unseasoned wood emerging as a significant contributor to PM2.5 emission exceedances. The lack of proper firewood infrastructure in our county has led wood-stove owners to resort to the use of unseasoned wood, exacerbating the problem.

The proposed Firewood and BioGeneration Facility by the Plumas County Fire Safe Council offers a multifaceted solution to these challenges. By producing kiln-dried firewood and supplying stock to the Northern Sierra Air Quality Management District's subsidized firewood program, the facility aims to curtail the use of unseasoned wood and thereby reduce harmful emissions. Additionally, the facility will fulfill a critical need for biomass/green waste disposal services, further minimizing environmental impact.

Beyond its environmental benefits, the proposed facility holds promise for generating electricity and producing Biochar—a carbon sequestering substance with applications in agriculture and soil remediation. This dual-purpose approach highlights the project's potential to contribute positively to both environmental sustainability and community welfare.

The Plumas County Fire Safe Council has demonstrated its competence and commitment to serving at-risk communities through its existing programs. We believe that the establishment of

the proposed facility will greatly enhance the council's capacity to fulfill its mission to reduce losses from wildfire in Plumas County.

The Plumas County Board of Supervisors extends its full support to the Plumas County Fire Safe Council Firewood and BioGeneration Facility. We view this initiative as pivotal in advancing our collective efforts towards a safer, healthier, and more sustainable future for the residents of Plumas County.

Sincerely,

Greg Hagwood
Chair, Plumas County Board of Supervisors