



STATE OF CALIFORNIA, COUNTY OF SIERRA  
BOARD OF SUPERVISORS  
AGENDA  
REGULAR MEETING

**Lee Adams, Vice-Chair, District 1**

P.O. Box 1 - Downieville, CA 95936 - 530-289-3506 - [supervisor1@sierracounty.ca.gov](mailto:supervisor1@sierracounty.ca.gov)

**Peter W. Huebner, District 2**

P.O. Box 349 - Sierra City, CA 96125 - 530-565-6055 - [phuebner@sierracounty.ca.gov](mailto:phuebner@sierracounty.ca.gov)

**Paul Roen, District 3**

P.O. Box 43 - Calpine, CA 96124 - 530-565-6048 - [supervisor3@sierracounty.ca.gov](mailto:supervisor3@sierracounty.ca.gov)

**Jim Beard, Chair, District 4**

P.O. Box 1140 - Loyalton, CA 96118 - 530-565-6092 - [jbeard@sierracounty.ca.gov](mailto:jbeard@sierracounty.ca.gov)

**Sharon Dryden, District 5**

P.O. Box 246 - Loyalton, CA 96118 - 530-913-9218 - [sdryden@sierracounty.ca.gov](mailto:sdryden@sierracounty.ca.gov)

The Sierra County Board of Supervisors will meet in regular session commencing at 9:00 a.m. on January 7, 2020 in the Board of Supervisors' Chambers, Courthouse, Downieville, CA. This meeting will be recorded for posting on the Board of Supervisors' website at [www.sierracounty.ca.gov](http://www.sierracounty.ca.gov).

**NOTICE**

If requested, this agenda can be made available in appropriate alternative formats to persons with a disability, as required by Section 202 of the Americans with Disabilities Act of 1990 and the Federal Rules and Regulations adopted in implementation thereof. Persons seeking an alternative format should contact the Clerk of the Board for further information. In addition, a person with a disability who requires a modification or accommodation, in order to participate in a public meeting should telephone or otherwise contact the Clerk of the Board as soon as possible and at least 48 hours prior to the meeting. The Clerk of the Board may be reached at 530-289-3295 or at the following addresses:

Heather Foster  
Clerk of the Board of Supervisors  
County of Sierra  
100 Courthouse Square, Room 11  
P.O. Drawer D  
Downieville, CA 95936  
[clerk-recorder@sierracounty.ca.gov](mailto:clerk-recorder@sierracounty.ca.gov)

All items posted on the agenda, including under correspondence, may be acted upon by the Board of Supervisors. However, matters under committee reports and department manager's reports may be briefly addressed by the Board or Staff but no action or discussion shall be undertaken on any item not appearing on the posted agenda. (GC 54954.2)

The Board of Supervisors may hold a Closed Session as the agenda schedule permits.

## REGULAR AGENDA

### 1. 9:00 A.M. **STANDING ORDERS**

- Call to Order
- Pledge of Allegiance
- Roll Call
- Passing of gavel to new Board Chairman
- Selection of Vice-Chairman
- Approval of Consent Agenda, Regular Agenda and Correspondence to be addressed by the Board

### 2. **PUBLIC COMMENT OPPORTUNITY**

Matters under the jurisdiction of the Board not on this posted agenda may be addressed by the general public during the Public Comment Opportunity time. No action may be taken or substantive discussion pursued on matters not on the posted agenda. Public comment is regulated by the Sierra County Board of Supervisors' Rules and Procedures. You may obtain a copy of the Public Comment rules from the Clerk. The Board limits public comment to three minutes per person and not more than three individuals addressing the same subject.

### 3. **COMMITTEE REPORTS & ANNOUNCEMENTS**

Board members will report on committee meetings and/or activities. Board members or members of the public may ask questions for clarification but no action will be taken.

Documents:

[BoardMeeting\\_Highlights\\_December\\_11\\_2019Memo\\_FINAL.pdf](#)

### 4. **DEPARTMENT MANAGERS' REPORTS & ANNOUNCEMENTS**

Department Managers may provide brief reports on activities within their departments. Board members or members of the public may ask questions for clarification but no action will be taken.

### 5. **FOREST SERVICE UPDATE**

Update by District Ranger on items that may affect the County of Sierra.

### 6. **BOARD OF SUPERVISORS**

- 6.A. Discussion/action regarding appointments to commissions, board and associations; standing committees; term appointments made by the full board; and ad-hoc committees for the 2020 Calendar Year. (CLERK OF THE BOARD)

Documents:

[Appointments to Commissions, Board and Associations.pdf](#)

### 7. **CONSENT AGENDA**

Items placed on the Consent Agenda are of a routine and non-controversial nature and are approved by a blanket roll call vote. At the time the Consent Agenda is considered, items may be deleted from the Consent Agenda by any Board member or Department Manager and added to the Regular Agenda directed by the Chairman.

- 7.A. Approval of County Certification of Network Adequacy Data and Documentation

Submission. (BEHAVIORAL HEALTH)

Documents:

[NACT Board.pdf](#)

- 7.B. Resolution authorizing the Auditor to make certain changes to the Information Systems Department 2019-2020 Final Budget for overtime funds for completion of mission critical projects. (INFORMATION SYSTEMS)

Documents:

[Budget Adjustment IT.pdf](#)

- 7.C. Resolution authorizing the Auditor to make certain changes to the 2019/2020 Final Budget-Community Corrections Partnership sub-account. (PROBATION)

Documents:

[CCP Budget Adjustment.pdf](#)

- 7.D. Resolution approving Off-Highway Motor Vehicle Project Agreement G18-03-55-L01. (SHERIFF)

Documents:

[Sheriff 2020 OHV Agreement.pdf](#)

- 7.E. Resolution approving the Fiscal Year 2020 Cooperative Law Enforcement Annual Operating and Financial Plan between the USDA Humboldt-Toiyabe National Forest and the Sierra County Sheriff's Office. (SHERIFF)

Documents:

[Sheriffs FY20 Humboldt-Toiyabe.pdf](#)

- 7.F. Resolution authorizing a petty cash fund for the Sheriff's office. (SHERIFF)

Documents:

[Sheriffs Petty Cash Fund.pdf](#)

- 7.G. Resolution authorizing the Auditor to make certain changes to the Clerk-Recorder's 2019/2020 Final Budget for overtime. (CLERK-RECORDER)

Documents:

[CR Budget Adjustment OT.pdf](#)

- 7.H. Minutes from the regular meeting held on December 3, 2019. (CLERK-RECORDER)

Documents:

[12032019 minutes.pdf](#)

**ADJOURN**



**To:** RCRC Board of Directors  
**From:** Greg Norton  
President and CEO  
**Date:** December 16, 2019  
**Re:** RCRC Board Meeting Highlights (December 11, 2019)

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### **Administrative Matters**

#### Consideration of Revising the RCRC Bylaws to Reassign Mariposa County From Region 5 to Region 4 – ACTION

The RCRC Board of Directors approved the reassignment of Mariposa County from Region 5 to Region 4. The memo can be accessed [here](#). The updated map can be accessed [here](#).

#### Election of 2020 RCRC Officers and Corporate Officers – ACTION

The RCRC Board of Directors elected Supervisor Daron McDaniel (Merced) as RCRC's 2020 Chair, and Supervisor Stacy Corless (Mono) as First Vice Chair. Supervisor Dan Miller (Nevada) was elected Second Vice Chair, and Supervisor Matt Kingsley (Inyo) will become Immediate Past Chair.

The memo can be accessed [here](#).

#### Election of 2020 RCRC Executive Committee – ACTION

The RCRC Board of Directors selected the following members to round-out the 2020 RCRC Executive Committee:

Chair:	Daron McDaniel (Merced)
First Vice Chair:	Stacy Corless (Mono)
Second Vice Chair:	Dan Miller (Nevada)
Immediate Past Chair:	Matt Kingsley (Inyo)
Region 1:	Gerry Hemmingsen (Del Norte)
Region 2:	Lee Adams (Sierra)
Region 3:	Denise Carter (Colusa)
Region 4:	Jack Garamendi (Calaveras)
Region 5:	Kuylar Crocker (Tulare)

The memo can be accessed [here](#).

### Consideration of New Membership Criteria – ACTION

The RCRC Board of Directors discussed and approved the following new membership criteria proposed by the RCRC Executive Committee:

1. Require all new county members seeking membership in RCRC to adopt a resolution seeking membership by a minimum 4-1 vote of the county board of supervisors;
2. New member counties include in their adoption resolution a commitment to the annually-adopted RCRC Policy Principles which focuses on rural county matters;
3. Limit future new members to counties with populations of less than 600,000 residents on the date of admission to RCRC. Populations growing in excess of 600,000 residents following admission to RCRC will not affect membership in RCRC; and,
4. Approve related revisions to the RCRC Bylaws as reflected.

The memo can be accessed [here](#).

### Give Back Proposal: Human Trafficking Prevention – ACTION

The RCRC Board of Directors approved a three-year commitment of \$32,358 annually beginning in the 2020 RCRC Budget to fund a dedicated position to further support the implementation and support of the [PROTECT](#) program in California's rural communities.

The memo can be accessed [here](#). The 3 Strands Global Foundation grant proposal can be accessed [here](#).

### RCRC 2020 Proposed Budget – ACTION

The RCRC Board of Directors approved the proposed 2020 RCRC Operating Budget, contract service fees, contract performance fee, and 2020 member dues.

The memo can be accessed [here](#). The approved 2020 RCRC Operating Budget can be accessed [here](#).

### RCRC Rural Leadership Awards

Paul A. Smith, RCRC Vice President Governmental Affairs, explained that RCRC staff, and subsequently the RCRC Executive Committee, selected Senator Hannah-Beth Jackson (D-Santa Barbara) and Assembly Member Jay Obernolte (R-Big Bear Lake) as recipients of the 2019 Rural Leadership Awards. The 2019 Rural Leadership Awards will be presented at the 2020 Installation of Officers and Rural Leadership Awards Reception in January 2020.

### 2020 Installation of Officers and Rural Leadership Awards Reception

Justin Caporusso, RCRC Vice President External Affairs, provided an update on the 2020 Installation of Officers and Rural Leadership Awards Reception.

Details and registration can be accessed [here](#).

### 2020 Western Interstate Region Conference

Supervisor Kevin Cann (Mariposa) was joined by Justin Caporusso, RCRC Vice President External Affairs, and Graham Knaus, California State Association of Counties (CSAC) Executive Director, in providing an update on the National Association of Counties' (NACo) 2020 Western Interstate Region (WIR) Conference. The 2020 WIR Conference is being jointly sponsored by RCRC, CSAC, and Mariposa County, and will be held at Tenaya Lodge May 13-15, 2020.

Details and registration can be accessed [here](#).

### **Governmental Affairs**

#### Proposition 13 – “Public Pre-School, K-12, and College Health and Safety Bond Act of 2020 – ACTION

The RCRC Board of Directors adopted a position of “No Position” on Proposition 13, the “Public Pre-School, K-12, and College Health and Safety Bond Act of 2020.

The memo can be accessed [here](#).

#### Proposed 2020 Policy Principles

Mr. Smith presented the proposed 2020 Policy Principles for review and input. Proposed edits are to be sent to Maggie Chui at [mchui@rcrcnet.org](mailto:mchui@rcrcnet.org) in writing no later than January 3, 2020 so these revisions can be included in the January 2020 Board Packet and considered at the January RCRC Board of Directors Meeting.

The memo can be accessed [here](#). The 2020 proposed Policy Principles can be accessed [here](#).

#### Public Safety Power Shut-Offs Update

Staci Heaton, Senior Regulatory Affairs Advocate, and John Kennedy, Legislative Affairs Advocate, provided a summary of the progress of the state's activities to mitigate impacts from investor-owned utilities' (IOUs) Public Safety Power Shut-Off (PSPS) events, both by the legislature and the California Public Utilities Commission (CPUC).

The memo can be accessed [here](#).

#### Forest Management and Wildfire Update

Ms. Heaton provided an update on current efforts in the legislature and various state and federal agencies to address California's persistent catastrophic wildfire events. Topics addressed included homeowners insurance availability and affordability, the Forest Management Task Force, the CPUC Wildfire Hazard Mitigation Plans Proceeding, and the California Vegetation Treatment Program EIR.

The memo can be accessed [here](#).

### **Regulatory Committee**

#### Environmental Services Joint Powers Authority Update

Ms. Heaton provided a summary of the Rural Counties' Environmental Services Joint Powers Authority's (ESJPA) recent activities, including updates on Senate Bill 1383 Short-Lived Climate Pollutants regulation, California Department of Resources

Recycling and Recovery's (CalRecycle) new Recycling and Disposal Reporting System, Composting Waste Discharge Order and Disaster-Related Wastes General Order, the Used Oil Payment Program, and the Tire Amnesty Grant Program.

The memo can be accessed [here](#).

#### Senate Bill 1383 Short-Lived Climate Pollutants Regulations

Ms. Heaton provided an update on the status of the Senate Bill 1383 Short-Lived Climate Pollutants Regulations currently proposed by the California Department of Resources Recycling and Recovery (CalRecycle).

The memo can be accessed [here](#).

#### **Water and Natural Resources Committee**

##### Water Issues Update

Mary-Ann Warmerdam, RCRC Senior Legislative Advocate, provided an update on a number of issues involving California water policy. At the state level, Ms. Warmerdam provided an update on the Water Resiliency Initiative Portfolio, the Sustainable Groundwater Management Act (SGMA), and general obligation bonds to fund resource programs. At the federal level, The Water Quality Protection and Job Creation Act, The Drought Resiliency and Water Supply Infrastructure Act, the SAVE Water Resources Act, the Water Resources Research Amendments Act, and the Water Justice Act were all discussed.

The memo can be accessed [here](#).

##### Sustainable Groundwater Management Act Update

Ms. Warmerdam provided an update on the Sustainable Groundwater Management Act (SGMA) and its implementation in various regions throughout the state.

The memo can be accessed [here](#).

#### **Legislative Committee**

##### Federal Legislative Update

Mr. Smith provided an update on a number of issues being addressed at the federal level, including Secure Rural Schools (SRS) and Federal Payments in Lieu of Taxes (PILT), appropriations, cannabis and hemp banking, rural broadband and telecommunications, disaster relief, State and Local Tax cap, United States-Mexico-Canada Agreement, and infrastructure. Mr. Smith noted that very little action is expected on federal legislative matters in 2020.

The memo can be accessed [here](#).

*Please refer to the Board Packet and Supplemental Packet for further details related to the items above, as well as all items covered during the December 2019 RCRC Board of Directors meeting. The December 2019 Board Packet can be accessed [here](#).*

**Sierra County  
Board of Supervisors'  
Agenda Transmittal &  
Record of Proceedings**

<b>MEETING DATE:</b> January 7, 2020	<b>TYPE OF AGENDA ITEM:</b> <input checked="" type="checkbox"/> Regular <input type="checkbox"/> Timed <input type="checkbox"/> Consent
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**DEPARTMENT:** Clerk of the Board  
**APPROVING PARTY:** Heather Foster, Clerk-Recorder  
**PHONE NUMBER:** 530-289-3295

**AGENDA ITEM:** Discussion/direction regarding appointments to commissions, board and associations; standing committees; term appointments made by the full board; and ad-hoc committees for the 2020 Calendar Year. (CLERK OF THE BOARD)

**SUPPORTIVE DOCUMENTS ATTACHED:**  Memo  Resolution  Agreement  Other  
See attached committee lists

**BACKGROUND INFORMATION:**

**FUNDING SOURCE:**  
**GENERAL FUND IMPACT:** No General Fund Impact  
**OTHER FUND:**  
**AMOUNT:** \$ N/A

<b>ARE ADDITIONAL PERSONNEL REQUIRED?</b>  <input type="checkbox"/> Yes, -- -- <input checked="" type="checkbox"/> No	<b>IS THIS ITEM ALLOCATED IN THE BUDGET?</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No  <b>IS A BUDGET TRANSFER REQUIRED?</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
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**SPACE BELOW FOR CLERK'S USE**

<b>BOARD ACTION:</b> <input type="checkbox"/> Approved <input type="checkbox"/> Approved as amended <input type="checkbox"/> Adopted <input type="checkbox"/> Adopted as amended <input type="checkbox"/> Denied <input type="checkbox"/> Other <input type="checkbox"/> No Action Taken	<input type="checkbox"/> Set public hearing For: _____ <input type="checkbox"/> Direction to: _____ <input type="checkbox"/> Referred to: _____ <input type="checkbox"/> Continued to: _____ <input type="checkbox"/> Authorization given to: _____	Resolution 2020- _____ Agreement 2020- _____ Ordinance _____ Vote: Ayes: Noes: Abstain: Absent: <input type="checkbox"/> By Consensus
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**COMMENTS:**  
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\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
CLERK TO THE BOARD

\_\_\_\_\_  
DATE

**2020 Ad-Hoc Committees**  
 Appointed by Chairman – No Term unless specified  
 Responsibilities per Minute Order or Resolution  
 (Resolution 97-043)

	COMMITTEE	POSITION	SUPERVISOR
1.	County-USFS Relations Westside	2 Board Members	Adams Huebner
	County-USFS Relations Eastside	2 Board Members	Roen Beard
2.	Watermaster Services Program	2 Board Members	Roen (Committee Chair) Adams
3.	Salmon and Steelhead Re-Introduction Project	2 Board Members 1 Alternate	Adams Huebner Dryden
4.	General Plan Update – Ad Hoc Committee	2 Board Members	Huebner Roen
5.	Emergency Medical Services West Side Committee	2 Board Members	Adams Huebner
6.	Prop 68 Local Parks Rehabilitation, Creation, and Improvement Grant	2 Board Members	Adams Roen
7.	Industrial HEMP	2 Board Members	Adams Roen
8.	Plumas-Sierra Library Services Agreement	2 Board Members	Huebner Dryden
9.	County Forester	2 Board Members	Roen Adams
10.	Wells Fargo Bank Replacement	2 Board Members	Adams Huebner
11.	Public Safety Power Shutoff (PSPS)	2 Board Members	Roen Adams
12.	Green Sticker Grant Program	2 Board Members	Roen Adams

**SIERRA COUNTY BOARD OF SUPERVISORS  
 ASSIGNMENTS TO COMMISSIONS/BOARDS/ASSOCIATIONS 2020**

(Assignments made by the full Board of Supervisors to represent Sierra County)

<b>Committee/Board/Association</b>	<b>Board Representative (s)</b>	<b>Alternate (s)</b>
Area 4 Agency on Aging Governing Board Board Representative & 2 Alternates	Dryden	Beard Adams
ALERT (Agency Liaison Evaluation & Resource Team) Board Representative & Alternate Resolution 2003-123	Dryden	Roen
Airport Advisory Committee Board Representative & Alternate Minute Book T, Page 232	Roen	Huebner
Community Corrections Partnership (CCP) Board Representative & Alternate Resolution 2011-094	Dryden	Adams
CSAC Board of Directors Director & Alternate	Adams	Huebner
CSAC Excess Insurance Authority Director & Alternate	Van Maddox	Caleb Nelson
Emergency Medical Care Committee 2 Board Representatives Resolution 92-468	Huebner Beard	N/A
Families First Five Board Representative Ordinance 875, Resolution 99-081	Beard	Roen
Fish & Wildlife Commission Liaison Board Representative (W) Board Representative (E) Resolution 2007-050	Huebner (W) Beard (E)	N/A
Juvenile Justice Commission Board Representative & Alternate	Beard	Adams
Juvenile Justice Coordination Council Board Representative Resolution 2014-025	Dryden	Roen

**SIERRA COUNTY BOARD OF SUPERVISORS  
ASSIGNMENTS TO COMMISSIONS/BOARDS/ASSOCIATIONS 2020**

(Assignments made by the full Board of Supervisors to represent Sierra County)

<b>Committee/Board/Association</b>	<b>Board Representative (s)</b>	<b>Alternate (s)</b>
Lassen/Sierra/Plumas Community Action Agency Board Representative & Alternate JPA 95-100	Dryden	Beard
Behavioral Health Advisory Board Board Representative & Alternate Resolution 2011-056 Resolution 2018-005	Beard	Dryden
Nor Cal Emergency Medical Services Agency (Nor Cal EMS) Board Representative & 2 Alternates <i>(Alternate does not have to be a County Supervisor)</i>	Adams	Huebner Roen
NorTeC Board Representative & Alternate Public Member	Roen  Tom Dines	Beard
Northern Sierra Air Quality Management District 2 Board Representatives & Alternate	Huebner Roen	Adams
Risk Management Committee  Resolution 2018-006	Huebner	Adams
Rural Counties Representatives of California (RCRC), ESJPA & GSFA Board Representative & Alternate – 2 Alternates for ESJPA	Adams	Huebner Tim Beals (2 <sup>nd</sup> Alternate ESJPA)
Resource Advisory Committee (RAC) 2 Board Representatives <i>(This is a recommendation only. Final appointment is made by the Undersecretary of Agriculture)</i>	Roen Adams	N/A
Sierra County Child Abuse Council	Beard	Dryden
Sierra County Commission on Aging Board Representative & Alternate	Beard	Roen

**SIERRA COUNTY BOARD OF SUPERVISORS  
 ASSIGNMENTS TO COMMISSIONS/BOARDS/ASSOCIATIONS 2020**

(Assignments made by the full Board of Supervisors to represent Sierra County)

<b>Committee/Board/Association</b>	<b>Board Representative (s)</b>	<b>Alternate (s)</b>
Sustainable Forest Action Coalition (SFAC) Board Representative & 2 Alternates Resolution 2010-036	Huebner	Adams Roan
Trindel Board of Directors Delegate & Alternate	Van Maddox	Caleb Nelson
Water Resources Committee Board Representative Res 2009-072	Roan	N/A
Western Sierra County Senior Housing & Care Committee 2 Board Representatives & Alternate	Huebner Adams	Roan
Integrated Waste Management	Roan	N/A
Tree Mortality Task Force	Roan	N/A
Sierra Valley Groundwater Management District's bi-county finance committee pursuant to Section 9.3 of the Joint Powers Agreement 2018-011	Adams Huebner	N/A

# SIERRA COUNTY BOARD OF SUPERVISORS

## STANDING COMMITTEES 2020

\*Resolution 98-106 – Appointed by Board Chairman

COMMITTEE	POSITION	SUPERVISOR
1. Government	Chairman Vice-Chairman	Beard Adams Alt. TBD
2. Finance	2 Board Members	Adams - Chair Roen Alt. Huebner
5. Health & Social Services	2 Board Members	Beard - Chair Dryden Alt. Huebner
6. Public Works, Roads & Solid Waste	2 Board Members	Huebner- Chair Roen Alt. Adams

**BOARD OF SUPERVISORS**  
**TERM COMMITTEE APPOINTMENTS 2020**  
 Appointments made by full Board. Terms set by Joint Powers Authority or Statute

1.	Local Agency Formation Commission LAFCo  Four Year Term/Expires 1 <sup>st</sup> Monday in May 2021	2 Board Representatives  Alternate	<u>Roen</u> <u>Huebner</u> <u>Dryden</u>
2.	Local Solid Waste Enforcement Hearing Panel  Term – Four Years January 21, 2021	1 Board Representative	<u>Beard</u>
2.	Local Transportation Commission  Term is Unspecified	3 Board Representatives  Alternate	<u>Roen</u> <u>Huebner</u> <u>Dryden</u> <u>Beard*</u>
3.	Long Valley Groundwater Management District  Term – Four Years July 1, 2017-2021  Term – Four Years July 1, 2019-2023	1 Board Representative  1 Board Representative	<u>Roen</u>  <u>Huebner</u>
4.	Sierra Valley Groundwater Management District  Term – Four Years January 4, 2017-2021	1 Board Representative Alternate	<u>Roen</u> <u>Beard*</u>
5.	Sierra Nevada Conservancy  Term – 2 years January 8, 2019-2021	1 Board Representative Alternate	<u>Roen</u> <u>Adams*</u>

**Sierra County  
Board of Supervisors'  
Agenda Transmittal &  
Record of Proceedings**

<b>MEETING DATE:</b> January 7, 2019	<b>TYPE OF AGENDA ITEM:</b> <input type="checkbox"/> Regular <input type="checkbox"/> Timed <input checked="" type="checkbox"/> Consent
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**DEPARTMENT:** Behavioral Health  
**APPROVING PARTY:** Lea Salas, Administrative Director  
**PHONE NUMBER:** (530) 993-6746

<b>AGENDA ITEM:</b> Approval of County Certification of Network Adequacy Data and Documentation Submission	
<b>SUPPORTIVE DOCUMENTS ATTACHED:</b> <input checked="" type="checkbox"/> Memo <input type="checkbox"/> Resolution <input type="checkbox"/> Agreement <input checked="" type="checkbox"/> Other Certification Documents	
<b>BACKGROUND INFORMATION:</b> Please see attached memo	
<b>FUNDING SOURCE:</b> <b>GENERAL FUND IMPACT:</b> No General Fund Impact <b>OTHER FUND:</b> <b>AMOUNT:</b> \$ N/A	
<b>ARE ADDITIONAL PERSONNEL REQUIRED?</b>  <input type="checkbox"/> Yes, -- -- <input checked="" type="checkbox"/> No	<b>IS THIS ITEM ALLOCATED IN THE BUDGET?</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No  <b>IS A BUDGET TRANSFER REQUIRED?</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No

**SPACE BELOW FOR CLERK'S USE**

<b>BOARD ACTION:</b> <input type="checkbox"/> Approved <input type="checkbox"/> Approved as amended <input type="checkbox"/> Adopted <input type="checkbox"/> Adopted as amended <input type="checkbox"/> Denied <input type="checkbox"/> Other <input type="checkbox"/> No Action Taken	<input type="checkbox"/> Set public hearing For: _____ <input type="checkbox"/> Direction to: _____ <input type="checkbox"/> Referred to: _____ <input type="checkbox"/> Continued to: _____ <input type="checkbox"/> Authorization given to: _____	Resolution 2020- _____ Agreement 2020- _____ Ordinance _____ Vote: Ayes: Noes: Abstain: Absent: <input type="checkbox"/> By Consensus
<b>COMMENTS:</b>          		
CLERK TO THE BOARD _____	DATE _____	

# Memorandum

**To:** Sierra County Board of Supervisors  
**From:** Lea Salas, Administrative Director  
**Reference:** Agenda Item  
**Date of memo:** December 11, 2019  
**Date of Board Meeting:** January 7, 2019

**Requested Action:** Approval of County Certification of Network Adequacy Data and Documentation Submission

**Mandated by:** 42 C.F.R. §§ 438.640 and 468.6060

## Funding

Budgeted? Yes  No

Revenue		Source(s)
Expenses		Budget attached
Difference		

**Background Information:** In accordance with Title 42 of the Code of Federal Regulations (C.F.R.), section 438.207, DHCS is required to certify to the Centers for Medicare and Medicaid Services that each Mental Health Plans network meets the Department of Health Care's Network Adequacy Standards. Each County's Chief Administrative Officer, or equivalent, must certify that the information submitted by the Mental Health Plan in their County is accurate, complete and truthful.

**Potential Issues to consider:** None

**Alternatives or Impacts of disapproval:** Sierra County would not be in compliance.

**COUNTY CERTIFICATION OF NETWORK ADEQUACY DATA AND  
DOCUMENTATION SUBMISSION**

I, Jim Beard, hereby certify that I am the County Administrative Officer (CAO), or equivalent, for Sierra County. In accordance with Title 42 of the Code of Federal Regulations, sections 438.604 and 438.606, I attest on behalf of Sierra County Mental Health Plan (MHP) that the submission of data, information and documentation to the Department of Health Care Services (DHCS) in support of assurances as required in 438.207 is accurate, complete, and truthful based upon best information, knowledge, and belief. I understand that the documentation submitted will form the basis for DHCS' certification that the MHP has complied with the State's requirements for the availability and accessibility of services, including the adequacy of the provider network.

I certify to the accuracy of the following data, information and documentation, submitted to DHCS, on January 7, 2020:

- Network Adequacy Certification Tool (NACT)
- Grievance and Appeals
- Language Line Utilization Chart
- Provider Directory
- MAPS
- Continuity of Care Report
- Timely Access
- Organizational Chart
- Ocskay Agreement

**Printed Name:** Jim Beard

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

**Title:** Chairman, Sierra County Board of Supervisors

**Date:** January 7, 2020



# Sierra County Health and Human Services

**Social Services**  
P.O. Box 1019  
Loyalton, CA 96118  
202 Front Street  
(530) 993-6720  
Fax (530) 993-6767  
Vickie Clark- Director

**Public Health**  
P.O. Box 7  
Loyalton, CA 96118  
202 Front Street  
(530) 993-6700  
Fax (530) 993-6790  
Vickie Clark- Director

**Behavioral Health**  
P.O. Box 265  
Loyalton, CA 96118  
704 Mill Street  
(530) 993-6746  
Fax (530) 993-6759  
Lea Salas- Director  
Kathryn Hill- Clinical Director

**Human Services  
Satellite Office**  
P.O. Box 38  
Downieville, CA 95936  
22 Maiden Lane  
(530) 289-3711  
Fax (530) 289-3716

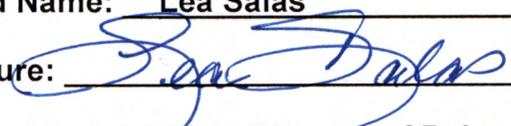
## COUNTY CERTIFICATION OF NETWORK ADEQUACY DATA AND DOCUMENTATION SUBMISSION

I, Lea Salas, hereby certify that I am the Director of Sierra County, or the Director's designee, for Sierra County. In accordance with Title 42 of the Code of Federal Regulations, sections 438.604 and 438.606, I attest on behalf of Sierra County Mental Health Plan (MHP) that the submission of data, information and documentation to the Department of Health Care Services (DHCS) in support of assurances as required in 438.207 is accurate, complete, and truthful based upon best information, knowledge, and belief. I understand that the documentation submitted will form the basis for DHCS' certification that the MHP has complied with the State's requirements for the availability and accessibility of services, including the adequacy of the provider network.

I certify to the accuracy of the following data, information and documentation, submitted to DHCS, on January 7, 2020:

- Network Adequacy Certification Tool (NACT)
- Grievance and Appeals
- Language Line Utilization Chart
- Provider Directory
- MAPS
- Continuity of Care Report
- Timely Access
- Organizational Chart
- Ocskay Agreement

Printed Name: Lea Salas

Signature: 

Title: Administrative Director of Behavioral Health

Date: December 12, 2019

**Network Adequacy Certification Tool**

**Purpose:**

The Department of Health Care Services (DHCS) will review, validate and certify the provider network of each Mental Health Plan (MHP), herein referred to as Plans. DHCS must ensure adequate access to appropriate service providers in accordance with Title 42 of the Code of Federal Regulations parts 438.207, 438.68 and 438.206(c)(1). The information will be used in the assurance of compliance with network adequacy requirements DHCS must send to the Centers for Medicare and Medicaid Services (CMS). In order to demonstrate network adequacy, Plans must submit a completed Network Adequacy Certification Tool (NACT).

**DO NOT alter the NACT, such as adding columns, changing formats, revising drop-down options. Since the DHCS database requires uniform submission of data, alteration of the NACT will result in the rejection of the MHP's submission.**

**Submission:**

Plans must upload electronic submissions\* of the NACT and supporting documentation into their BHIS - CSI system account 'data exchange' folder, by the submission deadline established in the Information Notice. When submitting files, each plan must use the following naming convention:

NACT\_(County Code)\_MHP\_(Plan Name)\_(Fiscal Year)\_(Submission Date)

• Example: NACT\_05\_MHP\_Alameda\_2018\_040119

\*Please contact NACTData@DHCS.ca.gov with any questions or to troubleshoot technical errors regarding the submission of the NACT or supporting documentation.

**Enter Plan/County Information Below**

	Instructions:
Plan Name: Placer-Sierra MHP	Enter the plan name associated with the Mental Health Plan
County: Sierra	Select the appropriate County
Plan Contact Name: Kathryn Hill, LMFT	Enter the name of plan's contact related to network adequacy certification
Plan Contact Phone: 530-993-6746	Enter the contact's phone number
Plan Contact Email: khill@sierracounty.ca.gov	Enter the contact's e-mail address

**Exhibit A-1: Organization**

All Plans must complete and submit Exhibit A-1. For the purposes of network adequacy, Plans must complete Exhibit A-1 in reference to the county (Row #1) AND the Plan's subcontracted organizations. The term "Organization" refers to the parent organization and/or legal entity designation. Telehealth organizations must be included in this exhibit.

- Column B: Organizational Provider Name
- Column C: Legal Entity Number
- Column D: NPI Number - Type 2
- Column E: Tax ID
- Column F: Provider Group Name/Affiliation
- Column G: Contract Effective Date

Column H: Contract Expiration Date

- Column I: Address
- Column J: Suite
- Column K: City
- Column L: State
- Column M: Zip Code

- Column N: Maximum Number of Medi-Cal Beneficiaries
- Column O: Current Number of Medi-Cal Beneficiaries
- Column P: Ownership Type
- Column Q: Name of CEO
- Column R: Name of CFO

**Instructions:**

- Enter the Organizational Provider's Name
- Enter the 5-digit Legal Entity Number (Assigned to MHP Organizations)
- Enter the 10-digit National Provider Identification (NPI) number assigned to the organization
- Enter the organization's Tax ID
- Enter the organization's Provider Group Name (if applicable)
- Enter the contract effective date in the following format: mm/dd/yyyy. For the MHP, enter the term dates of the MHP's contract with DHCS. For the MHP's network providers, enter the term dates of the MHP's contract with the provider.
- Enter the contract expiration date in the following format: mm/dd/yyyy. For the MHP, enter the term dates of the MHP's contract with DHCS. For the MHP's network providers, enter the term dates of the MHP's contract with the provider.
- Enter the organization's address (exclude suite or room number)
- Enter the organization's suite number (if applicable)
- Enter the organization's city
- Enter the organization's state abbreviation (e.g. CA)
- Enter the organization's 5-digit zip code
- Enter the maximum number of beneficiaries the Organizational/Group Provider will accept
- Enter the current number beneficiaries assigned to the Organizational/Group Provider
- Select the appropriate ownership type
- Enter the chief executive officer's name (if applicable)
- Enter the chief financial officer's name (if applicable)

**Exhibit A-2: Site**

All Plans must complete and submit Exhibit A-2. The term "site" refers to the physical location (i.e., clinic sites or satellite sites) where services are rendered to Medi-Cal beneficiaries. The "site" information must include county-owned and operated facilities and contracted network provider sites.

- Column B: Site Name
- Column C: Legal Entity Number
- Column D: NPI Number - Type 2
- Column E: DEA Number
- Column F: Site County Location
- Column G: Address
- Column H: Suite
- Column I: City
- Column J: State
- Column K: Zip Code
- Column L: Provider Number

- Column M: Service Type - Mental Health Services
- Column N: Service Type - Targeted Case Management
- Column O: Service Type - Crisis Intervention
- Column P: Service Type - Medication Support
- Column Q: Service Type - Intensive Care Coordination
- Column R: Service Type - Intensive Home Based Services
- Column S: Service Type - Short Term Residential Therapeutic Programs
- Column T: Hours of Operation
- Column U: ADA Compliant for Physical Plant
- Column V: TDD/TTY Equipment Available
- Column W: Distance Between Site and Closest Public Transportation
- Column X: Telehealth Station/Equipment Available at Site
- Column Y: Language Capacity - Arabic

- Column Z: Language Capacity - Armenian
- Column AA: Language Capacity - Cambodian
- Column AB: Language Capacity - Cantonese
- Column AC: Language Capacity - English
- Column AD: Language Capacity - Farsi
- Column AE: Language Capacity - Hmong
- Column AF: Language Capacity - Korean
- Column AG: Language Capacity - Mandarin
- Column AH: Language Capacity - Other Chinese
- Column AI: Language Capacity - Russian
- Column AJ: Language Capacity - Spanish
- Column AK: Language Capacity - Tagalog

**Instructions:**

- Enter the Site's Name
- Enter the 5-digit Legal Entity Number (Assigned to MHP Organizations)
- Enter the 10-digit National Provider Identification (NPI) number assigned to the site
- Enter the site's Drug Enforcement Administration (DEA) Number (if applicable)
- Select the appropriate County
- Enter the site's address (exclude suite or room number)
- Enter the site's suite number (if applicable)
- Enter the site's city
- Enter the site's state abbreviation (e.g. CA)
- Enter the site's 5-digit zip code
- Enter the Site's Provider Number
- Select Yes or No to indicate if the site offers this SMHS service type
- Select Yes or No to indicate if the site offers this SMHS service type
- Select Yes or No to indicate if the site offers this SMHS service type
- Select Yes or No to indicate if the site offers this SMHS service type
- Select Yes or No to indicate if the site offers this SMHS service type
- Select Yes or No to indicate if the site offers this SMHS service type
- Select Yes or No to indicate if this site is a licensed STRTP provider
- Enter the number of hours the site is available to serve Medi-Cal beneficiaries per week
- Select Yes or No. If no, please submit proof of exemption
- Select Yes or No
- Select the appropriate distance
- Select Yes or No to indicate if the site has appropriate telehealth equipment available
- Select Yes or No to indicate if the site makes services available in a beneficiary's preferred language via a certified bilingual provider or certified interpreter.
- Select Yes or No to indicate if the site makes services available in a beneficiary's preferred language via a certified bilingual provider or certified interpreter.
- Select Yes or No to indicate if the site makes services available in a beneficiary's preferred language via a certified bilingual provider or certified interpreter.
- Select Yes or No to indicate if the site makes services available in a beneficiary's preferred language via a certified bilingual provider or certified interpreter.
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- Select Yes or No to indicate if the site makes services available in a beneficiary's preferred language via a certified bilingual provider or certified interpreter.
- Select Yes or No to indicate if the site makes services available in a beneficiary's preferred language via a certified bilingual provider or certified interpreter.

Column AL: Language Capacity - Vietnamese

Select Yes or No to indicate if the site makes services available in a beneficiary's preferred language via a certified bilingual provider or certified interpreter.

Column AM: Language Capacity - American Sign Language (ASL)

Select Yes or No to indicate if the site makes services available in a beneficiary's preferred language via a certified bilingual provider or certified interpreter.

Column AN: Language Line Available

Select Yes or No to denote if the site has the capability to utilize a language line service to screen and/or render services in a non-English language

Column AO: Other Language Services Available

Enter any other language services available

**Exhibit A-3: Rendering Service Providers**

All Plans must complete and submit Exhibit A-3. The term "rendering service provider" refers to the individual practitioner, acting within his or her scope of practice, who is rendering services directly to the beneficiaries. This includes individuals employed by the Plan, individuals employed by a contracted organization, individual members of a provider group, and individual practitioners rendering services through "fee-for-service" contracts with the Plan. Telehealth practitioners must be included in this exhibit.

**Instructions:**

Column B: Provider's Last Name

Enter the provider's last name

Column C: Provider's First Name

Enter the provider's first name

Column D: NPI Number - Type 1

Enter the rendering provider's 10-digit National Provider Identifier (NPI) - Type 1

Column E: NPI Number - Type 2

Enter the site's 10-digit National Provider Identifier (NPI) - Type 2

Column F: DEA Number

Enter the rendering provider's Drug Enforcement Administration (DEA) Number (if applicable)

Column G: Contract Effective Date

Enter the contract effective date in the following format: mm/dd/yyyy. For the MHP's employees, enter the term dates of the MHP's contract with DHCS. For the MHP's network providers, enter the term dates of the MHP's contract with the provider.

Column H: Contract Expiration Date

Enter the contract expiration date in the following format: mm/dd/yyyy. For the MHP's employees, enter the term dates of the MHP's contract with DHCS. For the MHP's network providers, enter the term dates of the MHP's contract with the provider.

Column I: Address

Enter the provider's address (exclude suite or room number). **NOTE: If a rendering provider operates at more than one site, enter the rendering provider for each site. The provider's FTE MUST be divided up by site.**

Column J: Suite

Enter the provider's suite number (if applicable)

Column K: City

Enter the provider's city

Column L: State

Enter the provider's state abbreviation (e.g. CA)

Column M: Zip Code

Enter the provider's 5-digit zip code

Column N: Provider Type - Licensed Psychiatrists

Select Yes or No to indicate provider type/discipline of each rendering provider

Column O: Provider Type - Licensed Physicians

Select Yes or No to indicate provider type/discipline of each rendering provider

Column P: Provider Type - Licensed Psychologists

Select Yes or No to indicate provider type/discipline of each rendering provider

Column Q: Provider Type - Licensed Clinical Social Workers

Select Yes or No to indicate provider type/discipline of each rendering provider

Column R: Provider Type - Licensed Marriage and Family Therapists

Select Yes or No to indicate provider type/discipline of each rendering provider

Column S: Provider Type - Registered Nurses

Select Yes or No to indicate provider type/discipline of each rendering provider

Column T: Provider Type - Certified Nurse Specialists

Select Yes or No to indicate provider type/discipline of each rendering provider

Column U: Provider Type - Nurse Practitioners

Select Yes or No to indicate provider type/discipline of each rendering provider

Column V: Provider Type - Licensed Vocational Nurses

Select Yes or No to indicate provider type/discipline of each rendering provider

Column W: Provider Type - Psychiatric Technicians

Select Yes or No to indicate provider type/discipline of each rendering provider

Column X: Provider Type - Mental Health Rehabilitation Specialists

Select Yes or No to indicate provider type/discipline of each rendering provider

Column Y: Provider Type - Physician Assistants

Select Yes or No to indicate provider type/discipline of each rendering provider

Column Z: Provider Type - Pharmacists

Select Yes or No to indicate provider type/discipline of each rendering provider

Column AA: Provider Type - Occupational Therapists

Select Yes or No to indicate provider type/discipline of each rendering provider

Column AB: Provider Type - Licensed Professional Clinical Counselor

Select Yes or No to indicate provider type/discipline of each rendering provider

Column AC: Provider Type - Associate Clinical Social Worker

Select Yes or No to indicate provider type/discipline of each rendering provider

Column AD: Provider Type - Associate Marriage Family Therapist

Select Yes or No to indicate provider type/discipline of each rendering provider

Column AE: Provider Type - Associate Professional Clinical Counselor

Select Yes or No to indicate provider type/discipline of each rendering provider

Column AF: Provider Type - Waivered Psychologist

Select Yes or No to indicate provider type/discipline of each rendering provider

Column AG: Provider Type - Other Qualified Providers

Select Yes or No to indicate provider type/discipline of each rendering provider

Column AH: Service Type - Mental Health Services  
Column AI: Service Type - Case Management  
Column AJ: Service Type - Crisis Intervention  
Column AK: Service Type - Medication Support

Select Yes or No to indicate if each rendering provider offers this SMHS service  
Select Yes or No to indicate if each rendering provider offers this SMHS service  
Select Yes or No to indicate if each rendering provider offers this SMHS service  
Select Yes or No to indicate if each rendering provider offers this SMHS service

Column AL: Service Type - Intensive Care Coordination  
Column AM: Service Type - Intensive Home Based Services  
Column AN: California Practitioner License Number  
Column AO: Age Group Served

Select Yes or No to indicate if each rendering provider offers this SMHS service  
Select Yes or No to indicate if each rendering provider offers this SMHS service  
Enter the provider's California practitioner license number (if applicable)  
Select the appropriate age group (0-20 OR 21+) - Select only **one** group per provider entry. If the rendering provider serves both age groups, enter the provider detail in multiple rows. **Please note: the FTE for each rendering provider must be entered BY AGE GROUP and/or BY SITE. The FTE sum for one rendering provider shall not exceed 100.**

Column AP: Full-Time Equivalent

For **each age group** served by the provider, enter the percentage of a full-time equivalent (FTE) position each rendering provider is available, by site, to serve beneficiaries. Enter the percentage as a numeric three digit value that is greater than or equal to "000" and less than or equal to "100". For example, 20 hours per week or 0.5 full-time equivalents would equate to "050".

The maximum FTE value is 100 for each rendering provider. The sum of percentages for one rendering provider located at different sites and/or serving multiple age groups shall not exceed 100.

If a provider serves adults and children/youth, the provider's FTE percentage should be reported for each age group. For example, if one FTE rendering provider serves children/youth 30% of the time and adults 70% of the time, enter the respective FTE value for that age group (i.e., 030 for 0-20; 070 for 21+).

Column AQ: Maximum Number of Medi-Cal Beneficiaries rendering provider will accept

Enter the maximum caseload

Column AR: Current Number of Medi-Cal Beneficiaries assigned to provider  
Column AS: Language Capacity - Arabic

Enter the current caseload  
Select the appropriate value for each rendering provider:  
Certified - The individual is a certified bilingual provider or certified interpreter who possesses certain qualifications or meets standards based on formal testing.  
Fluent - The individual possesses oral and/or written proficiency equivalent to that of a native speaker but is not a certified bilingual provider or interpreter.  
N/A - The individual does not meet criteria for "Excellent" or "Good"

Column AT: Language Capacity - Armenian

Select the appropriate value for each rendering provider:  
Certified - The individual is a certified bilingual provider or certified interpreter who possesses certain qualifications or meets standards based on formal testing.  
Fluent - The individual possesses oral and/or written proficiency equivalent to that of a native speaker but is not a certified bilingual provider or interpreter.  
N/A - The individual does not meet criteria for "Excellent" or "Good"

Column AU: Language Capacity - Cambodian

Select the appropriate value for each rendering provider:  
Certified - The individual is a certified bilingual provider or certified interpreter who possesses certain qualifications or meets standards based on formal testing.  
Fluent - The individual possesses oral and/or written proficiency equivalent to that of a native speaker but is not a certified bilingual provider or interpreter.  
N/A - The individual does not meet criteria for "Excellent" or "Good"

Column AV: Language Capacity - Cantonese

Select the appropriate value for each rendering provider:  
Certified - The individual is a certified bilingual provider or certified interpreter who possesses certain qualifications or meets standards based on formal testing.  
Fluent - The individual possesses oral and/or written proficiency equivalent to that of a native speaker but is not a certified bilingual provider or interpreter.  
N/A - The individual does not meet criteria for "Excellent" or "Good"

Column AW: Language Capacity - English

Select the appropriate value for each rendering provider:  
Certified - The individual is a certified bilingual provider or certified interpreter who possesses certain qualifications or meets standards based on formal testing.  
Fluent - The individual possesses oral and/or written proficiency equivalent to that of a native speaker but is not a certified bilingual provider or interpreter.  
N/A - The individual does not meet criteria for "Excellent" or "Good"

Column AX: Language Capacity - Farsi	Select the appropriate value for each rendering provider: Certified - The individual is a certified bilingual provider or certified interpreter who possesses certain qualifications or meets standards based on formal testing. Fluent - The individual possesses oral and/or written proficiency equivalent to that of a native speaker but is not a certified bilingual provider or interpreter. N/A - The individual does not meet criteria for "Excellent" or "Good"
Column AY: Language Capacity - Hmong	Select the appropriate value for each rendering provider: Certified - The individual is a certified bilingual provider or certified interpreter who possesses certain qualifications or meets standards based on formal testing. Fluent - The individual possesses oral and/or written proficiency equivalent to that of a native speaker but is not a certified bilingual provider or interpreter. N/A - The individual does not meet criteria for "Excellent" or "Good"
Column AZ: Language Capacity - Korean	Select the appropriate value for each rendering provider: Certified - The individual is a certified bilingual provider or certified interpreter who possesses certain qualifications or meets standards based on formal testing. Fluent - The individual possesses oral and/or written proficiency equivalent to that of a native speaker but is not a certified bilingual provider or interpreter. N/A - The individual does not meet criteria for "Excellent" or "Good"
Column BA: Language Capacity - Mandarin	Select the appropriate value for each rendering provider: Certified - The individual is a certified bilingual provider or certified interpreter who possesses certain qualifications or meets standards based on formal testing. Fluent - The individual possesses oral and/or written proficiency equivalent to that of a native speaker but is not a certified bilingual provider or interpreter. N/A - The individual does not meet criteria for "Excellent" or "Good"
Column BB: Language Capacity - Other Chinese	Select the appropriate value for each rendering provider: Certified - The individual is a certified bilingual provider or certified interpreter who possesses certain qualifications or meets standards based on formal testing. Fluent - The individual possesses oral and/or written proficiency equivalent to that of a native speaker but is not a certified bilingual provider or interpreter. N/A - The individual does not meet criteria for "Excellent" or "Good"
Column BC: Language Capacity - Russian	Select the appropriate value for each rendering provider: Certified - The individual is a certified bilingual provider or certified interpreter who possesses certain qualifications or meets standards based on formal testing. Fluent - The individual possesses oral and/or written proficiency equivalent to that of a native speaker but is not a certified bilingual provider or interpreter. N/A - The individual does not meet criteria for "Excellent" or "Good"
Column BD: Language Capacity - Spanish	Select the appropriate value for each rendering provider: Certified - The individual is a certified bilingual provider or certified interpreter who possesses certain qualifications or meets standards based on formal testing. Fluent - The individual possesses oral and/or written proficiency equivalent to that of a native speaker but is not a certified bilingual provider or interpreter. N/A - The individual does not meet criteria for "Excellent" or "Good"
Column BE: Language Capacity - Tagalog	Select the appropriate value for each rendering provider: Certified - The individual is a certified bilingual provider or certified interpreter who possesses certain qualifications or meets standards based on formal testing. Fluent - The individual possesses oral and/or written proficiency equivalent to that of a native speaker but is not a certified bilingual provider or interpreter. N/A - The individual does not meet criteria for "Excellent" or "Good"
Column BF: Language Capacity - Vietnamese	Select the appropriate value for each rendering provider: Certified - The individual is a certified bilingual provider or certified interpreter who possesses certain qualifications or meets standards based on formal testing. Fluent - The individual possesses oral and/or written proficiency equivalent to that of a native speaker but is not a certified bilingual provider or interpreter. N/A - The individual does not meet criteria for "Excellent" or "Good"

Column BG: Language Capacity - American Sign Language (ASL)	Select the appropriate value for each rendering provider: Certified - The individual is a certified bilingual provider or certified interpreter who possesses certain qualifications or meets standards based on formal testing. Fluent - The individual possesses oral and/or written proficiency equivalent to that of a native speaker but is not a certified bilingual provider or interpreter.
Column BH: Cultural Competence Training	Select Yes or No to indicate if the rendering provider received cultural competence training within the past 12 months
Column BI: Hours of Cultural Competence Training Completed	Enter the hours of cultural competence training completed in the past 12 months
Column BJ: Telehealth Provider	Select Yes or No if the rendering provider delivers services via telehealth. <b>Please note: all telehealth psychiatry service providers should be included in the NACT Exhibit A-3.</b>
Column BK: Field-Based Services	Select Yes or No to indicate if the rendering provider travels to beneficiaries (e.g., beneficiary's home) and/or community settings to deliver covered services.
Column BL: Distance Provider Travels to Field-Based Services	If yes, enter the distance (i.e., actual mileage) the provider will travel to deliver services.

**Exhibit B-1: Field-Based Services**

**(This section only applies to providers who provide mobile or telehealth/satellite services)**

All Plans must complete Exhibit B-1, if rendering providers routinely travel to a satellite site or a fixed-location community setting (e.g., school, community center) and/or the Plan utilizes field-based, mobile, and/or community-based services (e.g., mobile units, satellite sites, community centers) to deliver services to beneficiaries in community-based settings (**NOT** including a beneficiary's home).

- Column B: Provider Name
- Column C: Satellite Address Site
- Column D: Suite
- Column E: City
- Column F: State
- Column G: Zip Code
- Column H: Site Used to Meet Time and Distance Standards
- Column I: Frequency of Provider using Satellite Site

**Instructions:**

- Enter the name of the rendering provider who delivers services at satellite site
- Enter the address of the satellite site where services are rendered (exclude suite or room number)
- Enter the suite number of the satellite site where services are rendered (if applicable)
- Enter the city of the satellite site where services are rendered.
- Enter the state abbreviation of the satellite site where services are rendered (e.g. CA)
- Enter the 5-digit zip code of the satellite site where services are rendered
- Select Yes or No
- Select the frequency that the provider travels to the satellite site to render services

**Exhibit B-2: American Indian Health Facilities**

Plans must complete Exhibit B-2 to demonstrate compliance with Federal regulations addressing protections for American Indians and American Indian Health Services provided within a managed care system (42 CFR 438.14). American Indians and American Indian Health Facilities (IHF) are not required to maintain MHP affiliation; however, they retain the option to join a MHP at any time. In the exhibit, Plans must to document any and all efforts to contract with American Indian Health Facilities in the Plan's service area.

If the Plan does not have a contract with any AIHFs, the Plan must submit an explanation to DHCS that includes supporting documentation, to justify the absence of the mandatory provider type in the Plan's network. DHCS will review the Plan's submission to determine compliance.

- Column B: Provider, Health Center, or Facility Name
- Column C: Organization NPI (Type 2)
- Column D: County
- Column E: Address
- Column F: Suite
- Column G: City
- Column H: State
- Column I: Zip Code

- Column J: Does your plan provide beneficiaries access to this provider, health center, or facility which does not contract with your MHP?
- Column K: Does your plan have a current contract in place with this provider, health center, or facility?
- Column L: Contact Date Reporting Month
- Column M: Contact Date Reporting Year
- Column N: Outcome of the Efforts or Reason for Declining Request to Contract with the MHP

**Instructions:**

- Enter the name of the provider, health center, or facility
- Enter the Organization's 10-digit National Provider Identifier (NPI) - Type 2
- Select the appropriate County
- Enter the provider, health center, or facility address (exclude suite or room number)
- Enter the provider, health center, or facility suite number (if applicable)
- Enter the provider, health center, or facility city
- Enter the provider, health center, or facility state abbreviation (e.g. CA)
- Enter the provider, health center, or facility 5-digit zip code
- From the drop down menu, select whether the MHP provides access to non-plan provider, health center, or facility. If answer is "No or Other", complete Column L.
- From the drop down menu, select if MHP has contract with provider, health center, or facility. If answer is "No", complete Columns M and N.
- From the drop down menu, select the corresponding month MHP contacted provider, health center, or facility for the data reported.
- From the drop down menu, select the corresponding year MHP contacted provider, health center, or facility for the data reported.
- Enter the reason, provide steps or an explanation including date of last communication as to why the MHP either has not contracted or reached a contractual agreement with provider, health center or facility.

**C-1 Provider Counts**

All MHPs should complete and submit Exhibit C-1. In the table provided on Exhibit C-1, enter the number of provider full-time equivalents (FTE) within the existing network, separated by provider type and the age group(s) served.

Enter the number of provider FTEs for the following provider types: Licensed Psychiatrists, Licensed Physicians, Licensed Psychologists, Licensed Clinical Social Workers, Marriage and Family Therapists, Registered Nurses, Certified Nurse Specialists, Nurse Practitioners, Licensed Vocational Nurses, Psychiatric Technicians, Mental Health Rehabilitation Specialists, Physician Assistants, Pharmacists, Occupational Therapists, Licensed Professional Clinical Counselor, Associate Clinical Social Worker, Associate Marriage Family Therapist, Associate Professional Clinical Counselor, and Other Qualified Providers.

A-1 Organization	Organizational Provider Name	Legal Entity Number	NPI Number - Type 2	Tax ID
	<i>Enter the Organizational Provider's Name</i>	<i>Enter the 5-digit Legal Entity Number (Assigned to MHP Organizations)</i>	<i>Enter the 10-digit National Provider Identification (NPI) number assigned to the organization</i>	<i>Enter the organization's Tax ID</i>
1	Sierra County Behavioral Health	00046	1114145752	94-6000536

<b>Provider Group Name/Affiliation</b>	<b>Contract Effective Date</b>	<b>Contract Expiration Date</b>	<b>Address</b>
<i>Enter the organization's Provider Group Name (if applicable)</i>	<i>Enter the contract effective date in the following format: mm/dd/yyyy</i>	<i>Enter the contract expiration date in the following format: mm/dd/yyyy</i>	<i>Enter the organization's address (exclude suite or room number)</i>
Sierra County Behavioral Health			704 Mill Street

Suite	City	State	Zip Code
<i>Enter the organization's suite number (if applicable)</i>	<i>Enter the organization's city</i>	<i>Enter the organization's state abbreviation (e.g. CA)</i>	<i>Enter the organization's 5-digit zip code</i>
	Loyalton	CA	96118

Maximum Number of Medi-Cal Beneficiaries	Current Number of Medi-Cal Beneficiaries	Ownership Type	Name of CEO
<i>Enter the maximum number of beneficiaries the Organizational/Group Provider will accept</i>	<i>Enter the current number beneficiaries assigned to the Organizational/Group Provider</i>	<i>Select the appropriate ownership type</i>	<i>Enter the chief executive officer's name (if applicable)</i>
95	66	State-Local Government	NA

**Name of CFO**

*Enter the chief financial officer's name (if applicable)*

NA

A-2 Site	Site Name	Legal Entity Number	NPI Number - Type 2	DEA Number
	<i>Enter the Site's Name</i>	<i>Enter the 5-digit Legal Entity Number (Assigned to MHP Organizations)</i>	<i>Enter the 10-digit National Provider Identification (NPI) number assigned to the site</i>	<i>Enter the site's Drug Enforcement Administration (DEA) Number (if applicable)</i>
1	Sierra County Behavioral Health - Loyalton	00046	1114145752	NA
2	Sierra County Behavioral Health - Downieville Satellite Office	00046	1114145752	NA
3				
4				

Site County Location	Address	Suite	City
<i>Select the appropriate County</i>	<i>Enter the site's address (exclude suite or room number)</i>	<i>Enter the site's suite number (if applicable)</i>	<i>Enter the site's city</i>
Sierra	704 Mill Street		Loyalton
Sierra	22 Maiden Lane		Downieville

State	Zip Code	Provider Number	Service Type - Mental Health Services
<i>Enter the site's state abbreviation (e.g. CA)</i>	<i>Enter the site's 5-digit zip code</i>	<i>Enter the Site's Provider Number</i>	<i>Select Yes or No to indicate if the site offers this SMHS service type</i>
CA	96118	NA	Yes
CA	95936	NA	Yes

Service Type - Case Management	Service Type - Crisis Intervention	Service Type - Medication Support	Service Type - Intensive Care Coordination
<i>Select Yes or No to indicate if the site offers this SMHS service type</i>	<i>Select Yes or No to indicate if the site offers this SMHS service type</i>	<i>Select Yes or No to indicate if the site offers this SMHS service type</i>	<i>Select Yes or No to indicate if the site offers this SMHS service type</i>
Yes	Yes	Yes	Yes
Yes	Yes	Yes	Yes

Service Type - Intensive Home Based Services	Service Type - Short Term Residential Therapeutic Programs	Hours of Operation	ADA Compliant for Physical Plant
<i>Select Yes or No to indicate if the site offers this SMHS service type</i>	<i>Select Yes or No to indicate if the site is a licensed STRTP provider</i>	<i>Enter the number of hours the site is available to serve Medical beneficiaries per week</i>	<i>Select Yes or No. If no, please submit proof of exemption</i>
No	No	40	Yes
No	No	40	Yes

TDD/TTY Equipment Available	Distance Between Site and Closest Public Transportation	Telehealth Station/Equipment Available at Site	Language Capacity - Arabic
<i>Select Yes or No</i>	<i>Select the appropriate distance</i>	<i>Select Yes or No to indicate if the site has appropriate telehealth equipment available</i>	<i>Select Yes or No to indicate if the site makes services available in a beneficiary's preferred language via a certified bilingual provider or certified interpreter.</i>
No	Greater than 1.0 miles	Yes	No
No	Greater than 1.0 miles	Yes	No

Language Capacity - Armenian	Language Capacity - Cambodian	Language Capacity - Cantonese	Language Capacity - English
<i>Select Yes or No to indicate if the site makes services available in a beneficiary's preferred language via a certified bilingual provider or certified interpreter.</i>	<i>Select Yes or No to indicate if the site makes services available in a beneficiary's preferred language via a certified bilingual provider or certified interpreter.</i>	<i>Select Yes or No to indicate if the site makes services available in a beneficiary's preferred language via a certified bilingual provider or certified interpreter.</i>	<i>Select Yes or No to indicate if the site makes services available in a beneficiary's preferred language via a certified bilingual provider or certified interpreter.</i>
No	No	No	Yes
No	No	No	Yes

Language Capacity - Farsi	Language Capacity - Hmong	Language Capacity - Korean	Language Capacity - Mandarin
<i>Select Yes or No to indicate if the site makes services available in a beneficiary's preferred language via a certified bilingual provider or certified interpreter.</i>	<i>Select Yes or No to indicate if the site makes services available in a beneficiary's preferred language via a certified bilingual provider or certified interpreter.</i>	<i>Select Yes or No to indicate if the site makes services available in a beneficiary's preferred language via a certified bilingual provider or certified interpreter.</i>	<i>Select Yes or No to indicate if the site makes services available in a beneficiary's preferred language via a certified bilingual provider or certified interpreter.</i>
No	No	No	No
No	No	No	No

Language Capacity - Other Chinese	Language Capacity - Russian	Language Capacity - Spanish	Language Capacity - Tagalog
<i>Select Yes or No to indicate if the site makes services available in a beneficiary's preferred language via a certified bilingual provider or certified interpreter.</i>	<i>Select Yes or No to indicate if the site makes services available in a beneficiary's preferred language via a certified bilingual provider or certified interpreter.</i>	<i>Select Yes or No to indicate if the site makes services available in a beneficiary's preferred language via a certified bilingual provider or certified interpreter.</i>	<i>Select Yes or No to indicate if the site makes services available in a beneficiary's preferred language via a certified bilingual provider or certified interpreter.</i>
No	No	Yes	No
No	No	Yes	No

Language Capacity - Vietnamese	Language Capacity - American Sign Language (ASL)	Language Line Available	Other Language Services Available
<i>Select Yes or No to indicate if the site makes services available in a beneficiary's preferred language via a certified bilingual provider or certified interpreter.</i>	<i>Select Yes or No to indicate if the site makes services available in a beneficiary's preferred language via a certified bilingual provider or certified interpreter.</i>	<i>Select Yes or No to denote if the site has the capability to utilize a language line service to screen and/or render services in a non-English language</i>	<i>Enter any other language services available</i>
No	No	Yes	Telelanguage
No	No	Yes	Telelanguage

A-3 Rendering Service Providers	Provider's Last Name	Provider's First Name	NPI Number - Type 1	NPI Number - Type 2	DEA Number	Contract Effective Date	Contract Expiration Date
	<i>Enter the provider's last name</i>	<i>Enter the provider's first name</i>	<i>Enter the rendering provider's 10-digit National Provider Identifier (NPI) - Type 1</i>	<i>Enter the site's 10-digit National Provider Identifier (NPI) - Type 2</i>	<i>Enter the rendering provider's Drug Enforcement Administration (DEA) Number (if applicable)</i>	<i>Enter the contract effective date in the following format: mm/dd/yyyy. For the MHP, enter the term dates of the MHP's contract with DHCS. For the MHP's employees, enter the term dates of the MHP's contract with the provider</i>	<i>Enter the contract expiration date in the following format: mm/dd/yyyy. For the MHP, enter the term dates of the MHP's contract with DHCS. For the MHP's employees, enter the term dates of the MHP's contract with the provider</i>
1	Bittker	Thomas	1861424988	1114145752	FB5566192	7/1/2019	6/30/2020
2	Bittker	Thomas	1861424988	1114145752	FB5566192	7/1/2019	6/30/2020
3	Coffman	Barbara	1740420777	1114145752		5/1/2019	6/30/2020
4	Coffman	Barbara	1740420777	1114145752		5/1/2019	6/30/2020
5	Goddard	Andrew	1346294725	1114145752	BG5179898	7/1/2019	6/30/2020
6	Lowe	Mary	1063534865	1114145752		7/1/2019	6/30/2020
7	Lowe	Mary	1063534865	1114145752		7/1/2019	6/30/2020
8	Ocskay	Oliver	1134140882	1114145752		9/1/2019	6/30/2020
9	Ocskay	Oliver	1134140882	1114145752		9/1/2019	6/30/2020
10							

Address	Suite	City	State	Zip Code	Provider Type (SMHS) - Licensed Psychiatrists	Provider Type (SMHS) - Licensed Physicians	Provider Type (SMHS) - Licensed Psychologists
<i>Enter the provider's address (exclude suite or room number). NOTE: If a rendering provider operates at more than one site, enter the rendering provider for each site. The provider's FTE MUST be divided up by site.</i>	<i>Enter the provider's suite number (if applicable)</i>	<i>Enter the provider's city</i>	<i>Enter the provider's state abbreviation (e.g. CA)</i>	<i>Enter the provider's 5-digit zip code</i>	<i>Select Yes or No to indicate provider type/discipline of each rendering provider</i>	<i>Select Yes or No to indicate provider type/discipline of each rendering provider</i>	<i>Select Yes or No to indicate provider type/discipline of each rendering provider</i>
704 Mill Street		Loyalton	CA	96118	Yes	No	No
704 Mill Street		Loyalton	CA	96118	Yes	No	No
22 Maiden Lane		Downieville	CA	95936	No	No	No
22 Maiden Lane		Downieville	CA	95936	No	No	No
22 Maiden Lane		Downieville	CA	95936	Yes	No	No
704 Mill Street		Loyalton	CA	96118	No	No	No
704 Mill Street		Loyalton	CA	96118	No	No	No
704 Mill Street		Loyalton	CA	96118	No	No	Yes
704 Mill Street		Loyalton	CA	96118	No	No	Yes





Provider Type (SMHS) - Other Qualified Providers	Service Type (SMHS) - Mental Health Services	Service Type (SMHS) - Case Management	Service Type (SMHS) - Crisis Intervention	Service Type (SMHS) - Medication Support	Service Type (SMHS) - Intensive Care Coordination	Service Type (SMHS) - Intensive Home Based Services	California Practitioner License Number
<i>Select Yes or No to indicate provider type/discipline of each rendering provider</i>	<i>Select Yes or No for the type of SMHS service available</i>	<i>Select Yes or No for the type of SMHS service available</i>	<i>Select Yes or No for the type of SMHS service available</i>	<i>Select Yes or No for the type of SMHS service available</i>	<i>Select Yes or No for the type of SMHS service available</i>	<i>Select Yes or No for the type of SMHS service available</i>	<i>Enter the provider's California practitioner license number (if applicable)</i>
No	No	No	No	Yes	No	No	C30013
No	No	No	No	Yes	No	No	C30013
No	Yes	Yes	Yes	No	No	No	LMFT33434
No	Yes	Yes	Yes	No	No	No	LMFT33434
No	No	No	No	Yes	No	No	C132659
No	Yes	Yes	Yes	No	No	No	LMFT36473
No	Yes	Yes	Yes	No	No	No	LMFT36473
No	Yes	Yes	Yes	No	No	No	PSY6480
No	Yes	Yes	Yes	No	No	No	PSY6480

Age Group(s) Served	Full-Time Equivalent	Maximum Number of Medi-Cal Beneficiaries rendering provider will accept	Current Number of Medi-Cal Beneficiaries assigned to provider	Language Capacity - Arabic
<p>Select the appropriate age group (0-20 OR 21+) - Select only one group per provider entry. If the rendering provider serves both age groups, enter the provider detail in multiple rows. Please note: the FTE for each rendering provider must be entered BY AGE GROUP and/or BY SITE. The FTE sum for one rendering provider shall not exceed 100.</p>	<p>For each age group served by the provider, enter the percentage of a full-time equivalent (FTE) position each rendering provider is available, by site, to serve beneficiaries. Enter the percentage as a numeric three digit value that is greater than or equal to "000" and less than or equal to "100". For example, 20 hours per week or 0.5 full-time equivalents would equate to "050".</p> <p>The maximum FTE value is 100 for each rendering provider. The sum of percentages for one rendering provider located at different sites and/or serving multiple age groups shall not exceed 100.</p> <p>If a provider serves adults and children/youth, the provider's FTE percentage should be reported for each age group. For example, if one FTE rendering provider serves children/youth 30% of the time and adults 70% of the time, enter the respective FTE value for that age group (i.e., 030 for 0-20; 070 for 21+).</p>	<p>Enter the maximum caseload</p>	<p>Enter the current caseload</p>	<p>Select the appropriate value for each rendering provider:  Certified - The individual is a certified bilingual provider or certified interpreter who possesses certain qualifications or meets standards based on formal testing.  Fluent - The individual possesses oral and/or written proficiency equivalent to that of a native speaker but is not a certified bilingual provider or interpreter.  N/A - The individual does not meet criteria for "Excellent" or "Good"</p>
0-20	002	6	3	N/A
21+	018	49	19	N/A
0-20	012	5	2	N/A
21+	048	19	19	N/A
21+	010	32	11	N/A
0-20	018	12	9	N/A
21+	042	28	20	N/A
0-20	006	5	0	N/A
21+	034	19	10	N/A





Telehealth Provider	Field-Based Services	Distance Provider Travels to Field-Based Services
<p>Select Yes or No if the rendering provider delivers services via telehealth. Please note: all telehealth psychiatry service providers should be included in the NACT Exhibit A-3.</p>	<p>Select Yes or No to indicate if the rendering provider travels to beneficiaries (e.g., beneficiary's home) and/or community settings to deliver covered services.</p>	<p>If yes, enter the distance (i.e., actual mileage) the provider will travel to deliver services.</p>
Yes	No	
No	No	

B-1 Field-Based Services	Provider Name	Satellite Address Site	Suite	City	State	Zip Code	Site Used to Meet Time and Distance Standards
	<i>Enter the name of the rendering provider who delivers services at satellite site</i>	<i>Enter the Community Based Provider's address (exclude suite or room number)</i>	<i>Enter the Community Based Provider's suite number (if applicable)</i>	<i>Enter the Community Based Provider's city</i>	<i>Enter the Community Based Provider's state abbreviation (e.g. CA)</i>	<i>Enter the Community Based Provider's 5-digit zip code</i>	<i>Select Yes or No</i>
1							
2							
3							
4							
5							
6							
7							
8							
9							
10							





Does your plan provide beneficiaries access to this provider, health center, or facility which does not contract with your MHP?	Does your plan have a current contract in place with this provider, health center, or facility?	Contract Effective Date	Contract Expired Date	Outcome of the Efforts or Reason for Declining Request to Contract with the MHP
<i>From the drop down menu, select whether the MHP provides access to non-plan provider, health center, or facility. If answer is "No or Other", complete Column L.</i>	<i>From the drop down menu, select if MHP has contract with provider, health center, or facility. If answer is "No", complete Columns M and N.</i>	<i>Enter the contract effective date in the following format: mm/dd/yyyy</i>	<i>Enter the contract effective date in the following format: mm/dd/yyyy</i>	<i>Enter the reason, provide steps or an explanation including date of last communication as to why the MHP either has not contracted or reached a contractual agreement with provider, health center or facility.</i>

## C-1 Provider Counts

Use the table below to enter the **total/sum** of existing number of rendering providers in the network. Provider counts should be based on full-time equivalents (FTE) and a FTE equates to one provider who works 40-hours per week. FTE includes administrative hours, assessment, treatment, etc. corresponding to the age group served.

Age Group Served	Licensed Psychiatrist	Licensed Physicians	Licensed Psychologists	Licensed Clinical Social Workers	Marriage and Family Therapists	Registered Nurses	Certified Nurse Specialists	Nurse Practitioners	Licensed Vocational Nurses
0-20	0.0	0.0	0.1	0.0	0.3	0.0	0.0	0.0	0.0
21+	0.3	0.0	0.3	0.0	0.9	0.0	0.0	0.0	0.0
All Ages	0.0	0.0	0.0	0.0		0.0	0.0	0.0	0.0
<b>Total FTEs</b>	<b>0.3</b>	<b>0.0</b>	<b>0.4</b>	<b>0.0</b>	<b>1.2</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>

\* FTEs should include all county and contracted providers. To prevent duplicate counts, only select one age group served per rendering provider.

Psychiatric Technicians	Mental Health Rehabilitation Specialists	Physician Assistants	Pharmacists	Occupational Therapists	Licensed Professional Clinical Counselor	Associate Clinical Social Worker	Associate Marriage Family Therapist	Associate Professional Clinical Counselor
0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0	0.0
<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	<b>0.0</b>	<b>0.1</b>	<b>0.0</b>

Other Qualified Providers	Total
0.0	0.4
0.0	1.6
0.0	0.0
0.0	2.0



# Sierra County Health and Human Services

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**Social Services**  
P.O. Box 1019  
Loyalton, CA 96118  
202 Front Street  
(530) 993-6720  
Fax (530) 993-6767  
Vickie Clark- Director

**Public Health**  
P.O. Box 7  
Loyalton, CA 96118  
202 Front Street  
(530) 993-6700  
Fax (530) 993-6790  
Vickie Clark- Director

**Behavioral Health**  
P.O. Box 265  
Loyalton, CA 96118  
704 Mill Street  
(530) 993-6746  
Fax (530) 993-6759  
Lea Salas- Director  
Kathryn Hill- Clinical Director

**Human Services  
Satellite Office**  
P.O. Box 38  
Downieville, CA 95936  
22 Maiden Lane  
(530) 289-3711  
Fax (530) 289-3716

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December 10, 2019

Department of Health Care Services

RE: NACT Supporting Documents related to Grievances and Appeals

To Whom It May Concern:

From September 1, 2019 until November 30, 2019 Sierra County has not received any Grievances or appeals related to Access, Timely Access, or Availability of Services.

A handwritten signature in blue ink that reads "Jamie Franceschini".

Jamie Franceschini  
Quality Improvement/Quality Assurance  
Sierra County Behavioral Health

	Language Line Utilization for 24/7 Access Line	Language Line Utilization for Face-to-Face Service encounters	Language Line Utilization for Telehealth or Telephonic Service Encounters
Exhibit Name: Language Line Utilization	Telelanguage	Telelanguage	Telelanguage
Plan Name	Sierra Mental Health Plan	Sierra Mental Health Plan	Sierra Mental Health Plan
Reporting Period	September 1, 2019 - November 30, 2019	September 1, 2019 - November 30, 2019	September 1, 2019 - November 30, 2019
Total # encounters requiring language line services	0	0	0
# of encounters requiring language line services, stratified by language	0	0	0
Reason services could not be provided by bilingual provider/staff or contracted interpreter	NA	NA	NA

# **Sierra County Behavioral Health Provider Directory**

## **Sierra County Behavioral Health**

NPI: 1114145752

704 Mill Street

PO Box 265

Loyalton, CA 96118

(530)993-6747 Phone

(888)840-8418 24/7 Toll Free Access Line

(877) 332-2754 Sierra County Crisis Line

<http://www.sierracounty.ca.gov/181/Behavioral-Health>

**Office Hours:** Open Mon-Fri 8 am – 5 pm Closed 12 pm – 1 pm daily

**Language:** Translation services are available upon request at no charge to the beneficiary for preferred languages. Spanish Interpreter available on request. Telelanguage available.

**Public Transportation:** Sierra County does not have public transportation. However, the Loyalton Senior Center does have shuttle service available for a fee. Please call (530) 993-4770 for availability. If a beneficiary is in need of transportation to an appointment, they may qualify for transportation assistance.

**Accepting New Beneficiaries**

**ADA Accessible**

**Providers available at this site:**

**Thomas Bittker, MD**

Psychiatrist Service

NPI: 1861424988

License: C30013

Ages seen: 12 years to 99 years

Treatment Specialties: Board certified, forensic and clinical psychiatry

Cultural Specialties: None

Cultural Competency Training: Yes

**Andrew Goddard, M.D.**

Psychiatrist Service

NPI: 1346294725

License: C132659

Ages Seen: 20 years to 99 years

Treatment Specialties: Board certified

Cultural Specialties: None

Cultural Competency Trainings: Yes

**Oliver Ocskay, Ph.D.**

Psychologist Service

NPI: 1134140882

License: PSY6480

Ages Seen: 18 years to 99 years

Treatment Specialties: Attachment disorders, court assessments, depression, anxiety, trauma, domestic violence, dual diagnosis, personality disorders, chronic severe and persistent mental illness, behavior modification, CBT, PTSD, Awareness practices

Cultural Specialties: None

Cultural Competency Trainings: Yes

**Mary Lowe, LMFT**

Licensed Marriage and Family Therapist

NPI: 1063534865

License: MFC36473

Ages Seen: 3 years to 99 years

Treatment Specialties: Play therapy, severely emotionally disturbed youth, children, adolescents, adults, dual diagnosis, attachment disorders, depression, anxiety, trauma, domestic violence, Child Protective Services, SUD

Cultural Specialties: LGBTQ

Cultural Competency Trainings: yes

**Kathryn Hill, LMFT**

Licensed Marriage and Family Therapist

NPI: 1336443852

License: MFC25653

Ages Seen: 12 years to 99 years

Treatment Specialties: Bereavement, grief, depression, anxiety, trauma, EDMR, Hospice: end of life issues, sexual abuse treatment-victim, PTSD, family therapy, EDMR, CBT, somatics and awareness practices, Substance Use Disorders

Cultural Specialties: LGBTQ

Cultural Competency Trainings: Yes

**Earl Daniel Henson, CAODC**

Certified Alcohol and Other Drug Counselor

NPI: 1528550530

License: 6174

Ages Seen: 12 years to 99 years

Treatment Specialties: Perinatal, youth treatment, adult treatment, PC 1000, Drug Court, AB109, group and individual counseling

Cultural Specialties: None

Cultural Competency Training: Yes

**Not Accepting New Patients**

**Robert Szopa. CADC II**

Certified Alcohol and Drug Counselor

NPI: 1457612996

Certification: A052400218

Ages Seen: 12 years to 99 years

Treatment Specialties: Perinatal, youth treatment, adult treatment, PC 1000, Drug Court, AB109, group and individual counseling

Cultural Specialties: None

Cultural Competency Training: Yes

**Sierra County Behavioral Health**

NPI: 1114145752

22 Maiden Lane

PO Box 38

Downieville, CA 95936

(530)289-3711 Phone

(888)840-8418 24/7 Toll Free Access Line

(877) 332-2754 Sierra County Crisis Line

<http://www.sierracounty.ca.gov/181/Behavioral-Health>

**Office Hours:** Open Mon-Fri 8 am – 5 pm Closed 12 pm – 1 pm daily

**Language:** Translation services are available upon request at no charge to the beneficiary for preferred languages. Spanish Interpreter available on request. Telelanguage available.

**Public Transportation:** Sierra County does not have public transportation. However, Golden Rays does have shuttle service available for a fee. Please call (530) 798-8555 for availability. If

a beneficiary is in need of transportation to an appointment, they may qualify for transportation assistance.

### **Accepting New Beneficiaries**

#### **ADA Accessible**

#### **Providers available at this site:**

##### **Thomas Bittker, MD**

Psychiatrist Service

NPI: 1861424988

License: C30013

Ages seen: 12 years to 99 years

Treatment Specialties: Board certified, forensic and clinical psychiatry

Cultural Specialties: None

Cultural Competency Training: Yes

##### **Andrew Goddard, M.D.**

Psychiatrist Service

NPI: 1346294725

License: C132659

Ages Seen: 20 years to 99 years

Treatment Specialties: Board Certified

Cultural Specialties: None

Cultural Competency Trainings: Yes

##### **Barbara Coffman, LMFT**

Licensed Marriage and Family Therapist

NPI: 1740420777

License: 33434

Ages Seen: 13 years to 99 years

Treatment Specialties: Childhood abuse recovery, with specific training in sexual abuse recovery, Trauma, PTSD, Victims of Crime

Cultural Specialties: Has worked with many different cultures and ethnic groups but no special training in any one culture

Cultural Competency Trainings: Yes

##### **Earl Daniel Henson, CAODC**

Certified Alcohol and Other Drug Counselor

NPI: 1528550530

License: 6174

Ages Seen: 12 years to 99 years

Treatment Specialties: Perinatal, youth treatment, adult treatment, PC 1000, Drug Court, AB109, group and individual counseling

Cultural Specialties: None

Cultural Competency Training: Yes

**Not Accepting New Patients**

**Robert Szopa. CADC II**

Certified Alcohol and Drug Counselor

NPI: 1457612996

Certification: A052400218

Ages Seen: 12 years to 99 years

Treatment Specialties: Perinatal, youth treatment, adult treatment, PC 1000, Drug Court, AB109, group and individual counseling

Cultural Specialties: None

Cultural Competency Training: Yes

Services may be delivered by an individual provider, or a team of providers, who is working under the direction of a licensed practitioner operating within their scope of practice. Only licensed, waived, or registered mental health providers and licensed substance use disorder services providers are listed on the Plan's provider directory.

# *"Language Assistance"*

## **LANGUAGE ASSISTANCE**

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### **English**

ATTENTION: If you speak another language, language assistance services, free of charge, are available to you. Call 1-888-840-8418 (TTY: 711).

ATTENTION: Auxiliary aids and services, including but not limited to large print documents and alternative formats, are available to you free of charge upon request. Call 1-888-840-8418. (TTY: 711)

### **Español (Spanish)**

ATENCIÓN: Si habla español, tiene a su disposición servicios gratuitos de asistencia lingüística. Llame al [1-530-993-6747 / 1-888-840-8418] (TTY: [711 / 1-800-855-7100]).

### **Tiếng Việt (Vietnamese)**

CHÚ Ý: Nếu bạn nói Tiếng Việt, có các dịch vụ hỗ trợ ngôn ngữ miễn phí dành cho bạn. Gọi số [1-530-993-6747 / 1-888-840-8418] (TTY: [711 / 1-800-855-7100]).

### **Tagalog (Tagalog– Filipino)**

PAUNAWA: Kung nagsasalita ka ng Tagalog, maaari kang gumamit ng mga serbisyo ng tulong sa wika nang walang bayad. Tumawag sa [1-530-993-6747 / 1-888-840-8418] (TTY: [711 / 1-800-855-7100]).

## 한국어 (Korean)

주의: 한국어를 사용하시는 경우, 언어 지원 서비스를 무료로 이용하실 수 있습니다. [1-530-993-6747 / 1-888-840-8418] (TTY: [711 / 1-800-855-7100]). 번으로 전화해 주십시오.

## 繁體中文(Chinese)

注意：如果您使用繁體中文，您可以免費獲得語言援助服務。請致電[1-530-993-6747 / 1-888-840-8418] (TTY: [711 / 1-800-855-7100])。

## 日本語 (Japanese)

注意事項：日本語を話される場合、無料の言語支援をご利用いただけます。[1-530-993-6747 / 1-888-840-8418] (TTY: [711 / 1-800-855-7100]).まで、お電話にてご連絡ください。

**Hmoob (Hmong)** LUS CEEV: Yog tias koj hais lus Hmoob, cov kev pab txog lus, muaj kev pab dawb rau koj. Hu rau[1-530-993-6747 / 1-888-840-8418] (TTY: [711 / 1-800-855-7100]).

## ภาษาไทย (Thai)

เรียน: ถ้าคุณพูดภาษาไทยคุณสามารถใช้บริการช่วยเหลือทางภาษาได้ฟรี โทร [1-530-993-6747 / 1-888-840-8418] (TTY: [711 / 1-800-855-7100]).

### **ខ្មែរ (Cambodian)**

ប្រយ័ត្ន៖ វេ រើសិនជាអ្នកនិយាយ ភាសាខ្មែរ ,  
រសវាជំនួយមននកភាសា រោយមិនគិតថ្លៃ  
គឺអាចមានសំរាប់ វេ រើអ្នក។ ចូ ទូ ស័ព្ទ [1-530-993-6747 / 1-888-840-8418] (TTY: [711 / 1-800-855-7100]).។

### **ພາສາລາວ (Lao)**

ໂບດຊາບ: ຖ້າວ່າທ່ານເວົ້າພາສາລາວ,  
ການບໍລິການຊ່ວຍເຫຼືອດ້ານພາສາ, ໂດຍບໍ່ເສັຍຄ່າ,  
ແມ່ນມີພ້ອມໃຫ້ທ່ານ. ໂທຣ [1-530-993-6747 / 1-888-840-8418] (TTY: [711 / 1-800-855-7100]).

### **Հայերեն (Armenian)**

ՈՒՇԱՂՐՈՒԹՅՈՒՆ՝ Եթե խոսում եք հայերեն, ապա ձեզ  
անվճար կարող են տրամադրվել լեզվական  
աջակցության ծառայություններ: Չանգահարեք [1-530-993-6747 / 1-888-840-8418] (TTY (հեռատիպ)՝ [711 / 1-800-855-7100]).

### **Русский (Russian)**

ВНИМАНИЕ: Если вы говорите на русском языке, то вам  
доступны бесплатные услуги перевода. Звоните [1-530-993-6747 / 1-888-840-8418] (телетайп: (TTY: [711 / 1-800-855-7100]).

## ی فارسی (Farsi)

ی زبان لاتیتسه، دیکن یم گفتگو ی فارسی زبان به اگر: توجه  
شما ی براگان یرا بصورت  
[1-530-993-6747 / 1-888-840-8418] (TTY:  
[711 / 1-800-855-7100]). دی ری بگ تماس.

## ਪੰਜਾਬੀ (Punjabi)

ਧਿਆਨ ਧਿਓ: ਜੇ ਤੁਸੀਂ ਪੰਜਾਬ ਬੋਲਿ ਰੋ, ਤਾੀਂ ਭਾਸ਼ਾ ਧ ਿੱਚ  
ਸਹਾਇਤਾ ਸੇ ਾ ਤੁਹਾਡੇ ਲਈ ਮੁਫਤ ਉਪਲਬਿ ਹੈ। [1-530-993-6747 / 1-  
888-840-8418] (TTY: [711 / 1-800-855-7100]). 'ਤੇ ਕਾਲ ਕਰੋ।

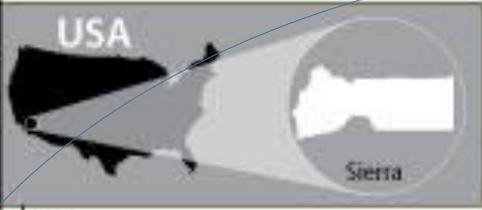
## العربية (Arabic)

اللغوية المساعدة خدمات فإن، اللغة اذكر تتحدث كنت إذا: ملحوظة  
[1-530-993-6747 / 1-888-  
840-8418] برقم اتصل. بالمجان لك تتوافر  
(TTY: [711 / 1-800-855-7100]). والىكم الصم هاتف رقم

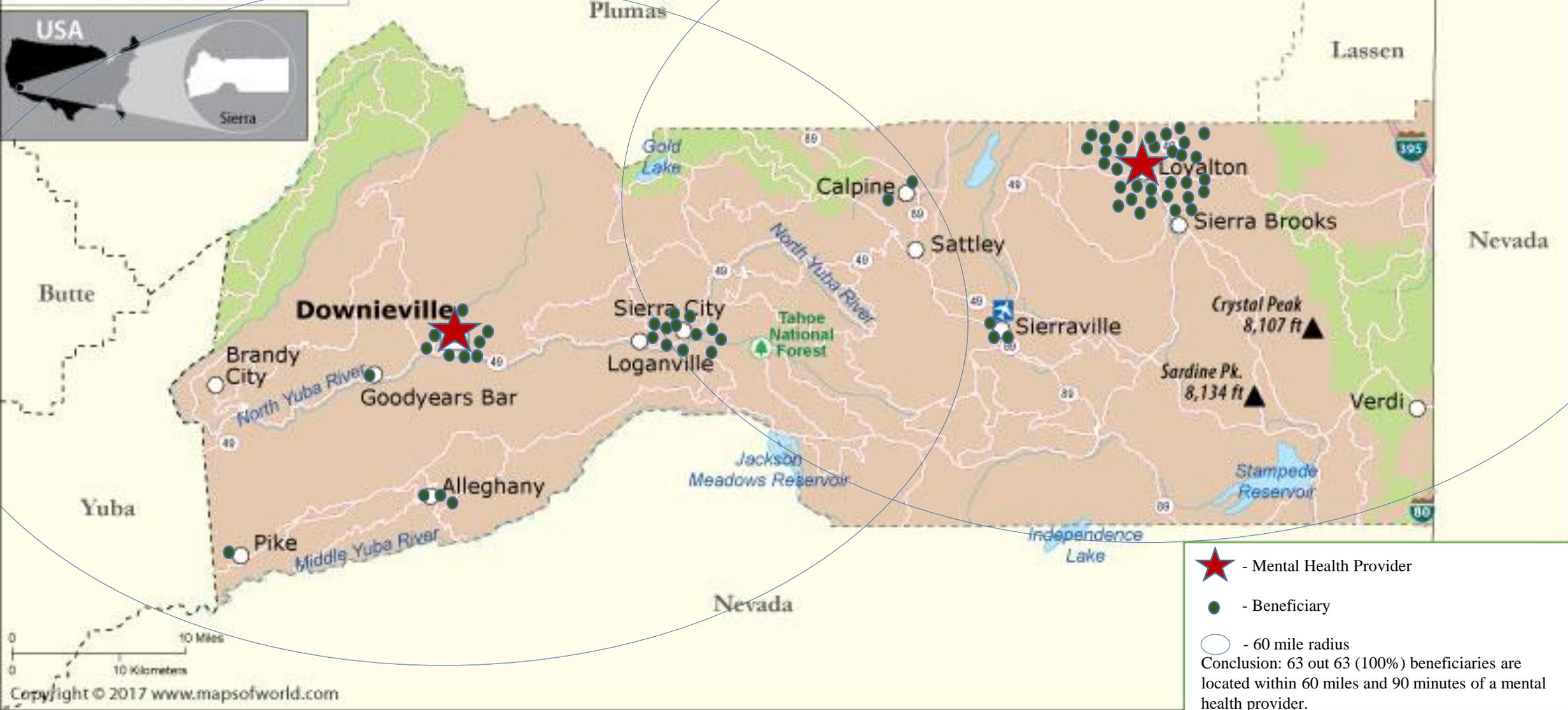
हिंदी (Hindi) ध्यान दें: यदि आप हिंदी बोलते हैं तो आपके लिए मुफ्त  
में भाषा सहायता सेवाएं उपलब्ध हैं। [1-530-993-6747 / 1-888-  
840-8418] (TTY: [711 / 1-800-855-7100]). पर कॉल करें।

# SIERRA

## County Map, California



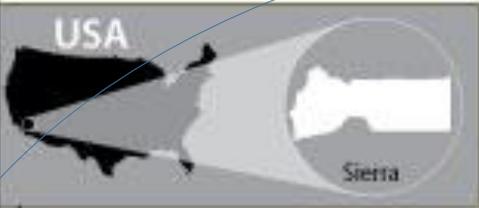
### Beneficiaries Receiving Service in County



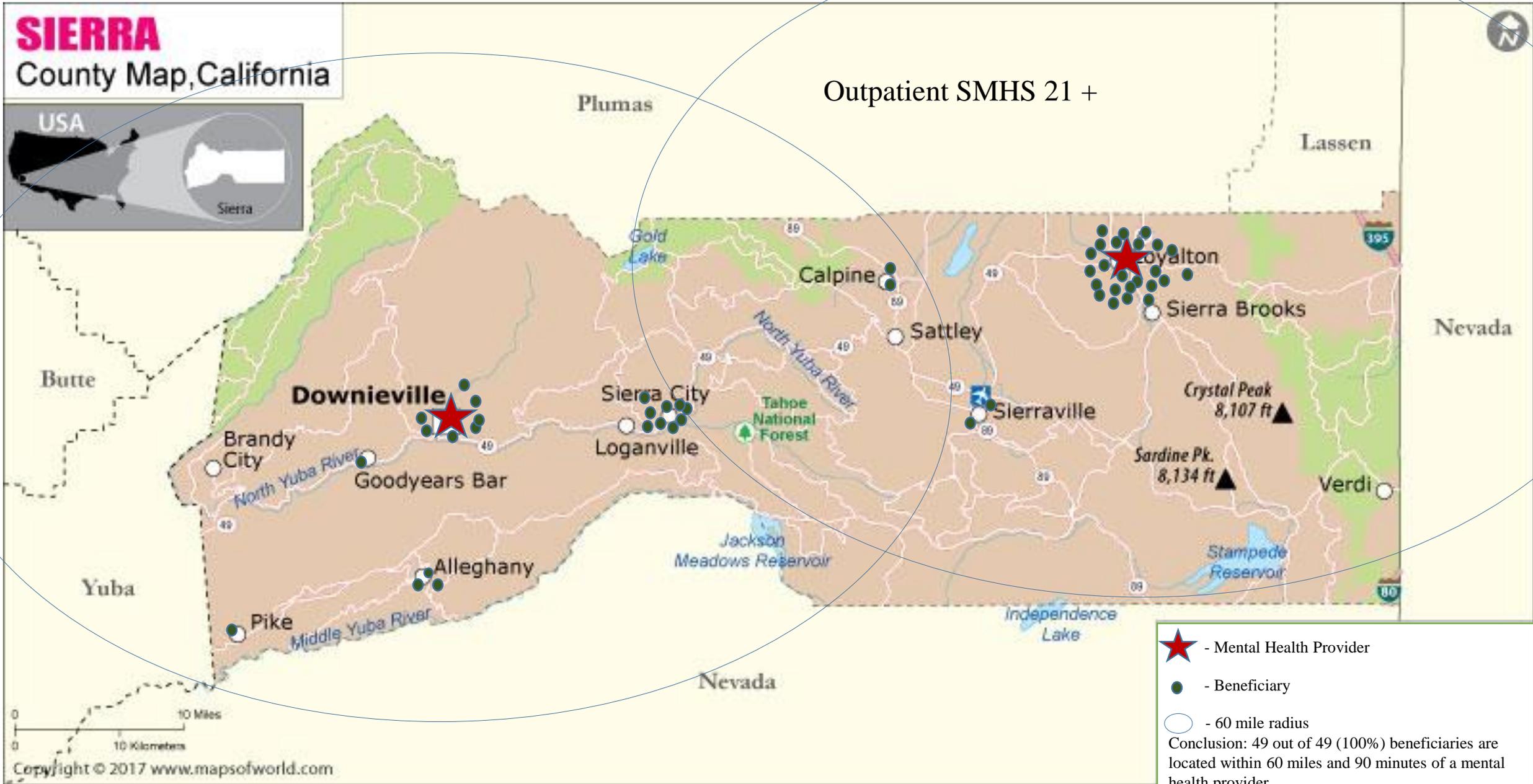
0 10 Miles  
0 10 Kilometers

# SIERRA

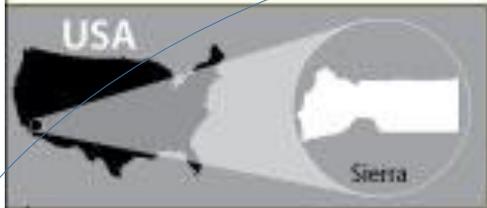
County Map, California



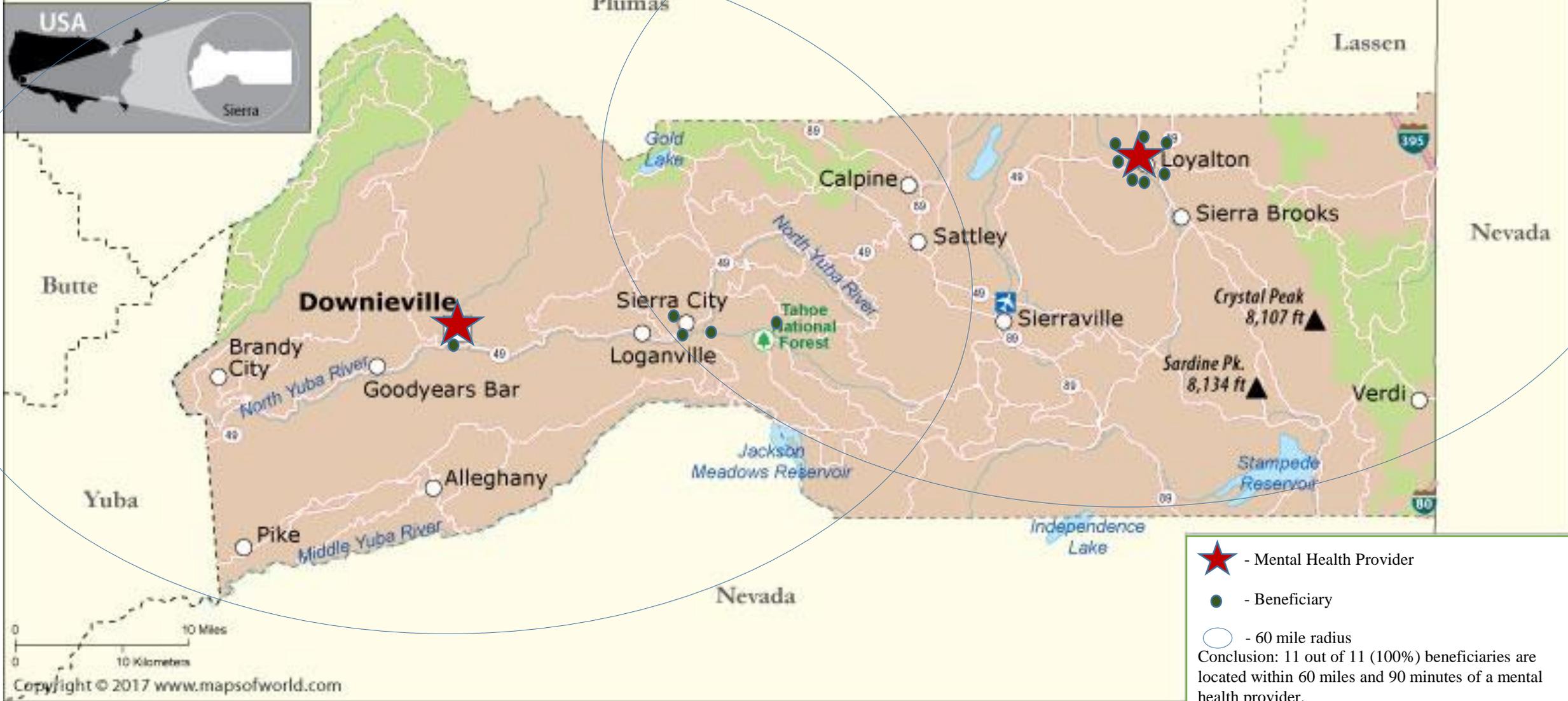
Outpatient SMHS 21 +



# SIERRA County Map, California



## Outpatient SMHS 0-20

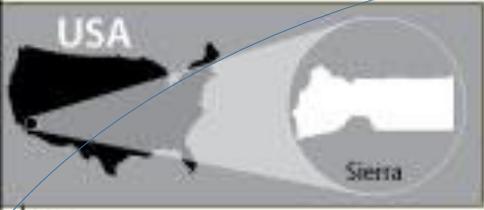


-  - Mental Health Provider
-  - Beneficiary
-  - 60 mile radius

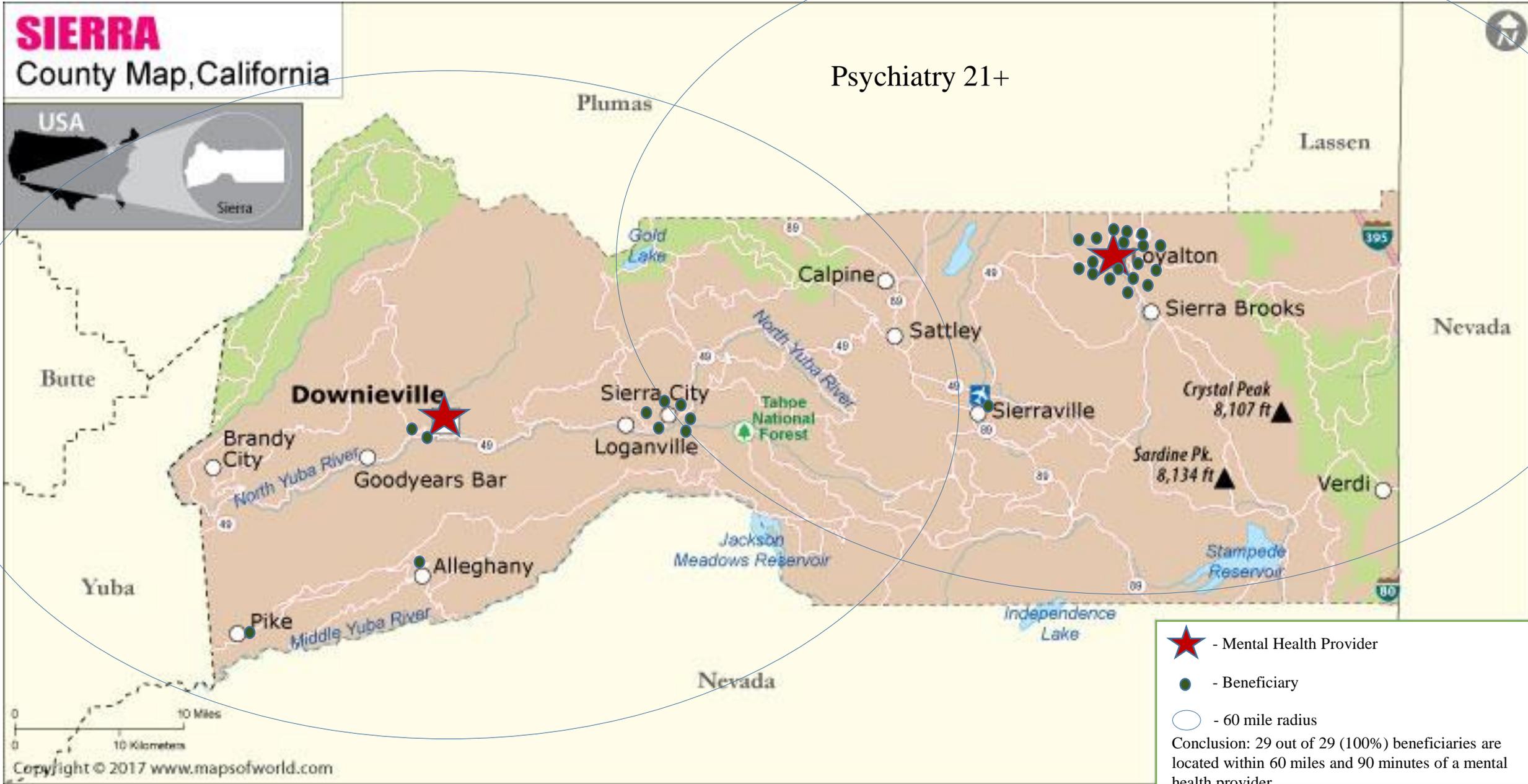
Conclusion: 11 out of 11 (100%) beneficiaries are located within 60 miles and 90 minutes of a mental health provider.

# SIERRA

## County Map, California



Psychiatry 21+

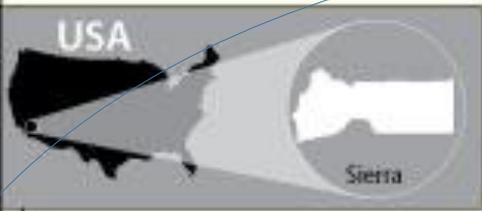


- Mental Health Provider
- Beneficiary
- 60 mile radius

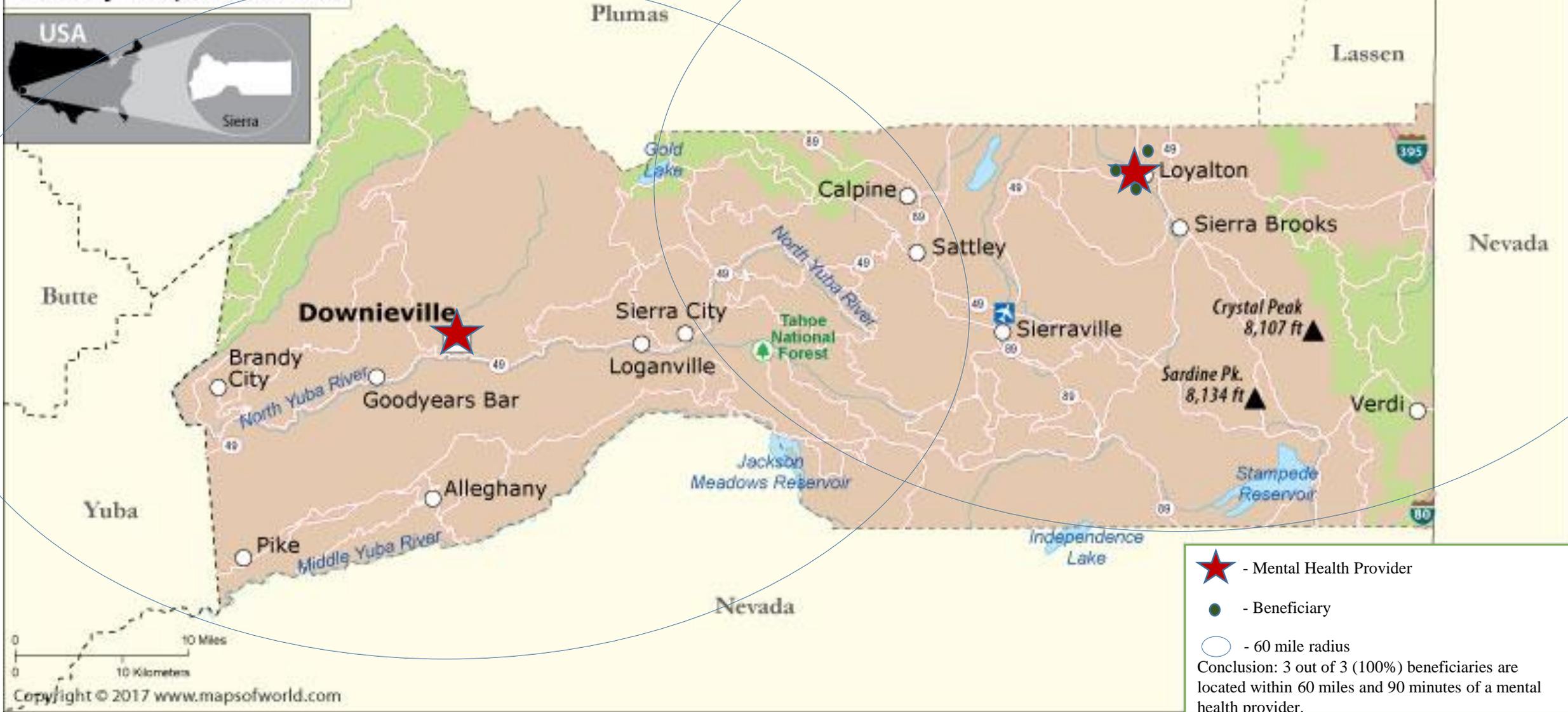
Conclusion: 29 out of 29 (100%) beneficiaries are located within 60 miles and 90 minutes of a mental health provider.

# SIERRA

County Map, California



Psychiatry 0-20



- Mental Health Provider

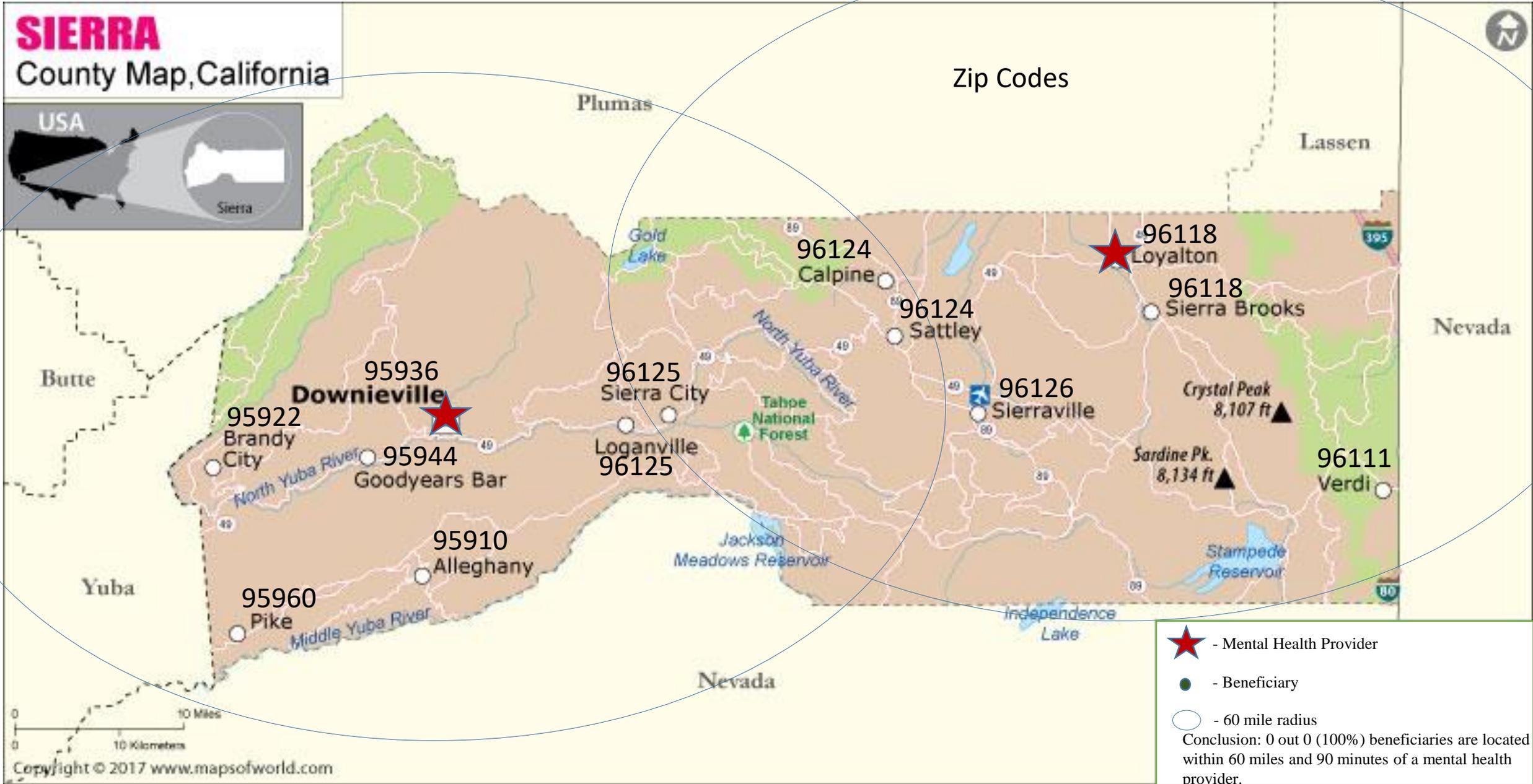
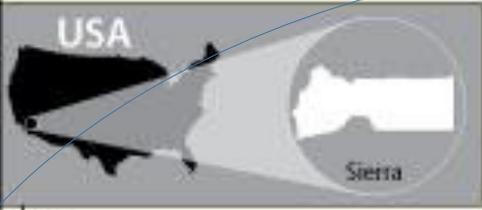
- Beneficiary

- 60 mile radius

Conclusion: 3 out of 3 (100%) beneficiaries are located within 60 miles and 90 minutes of a mental health provider.

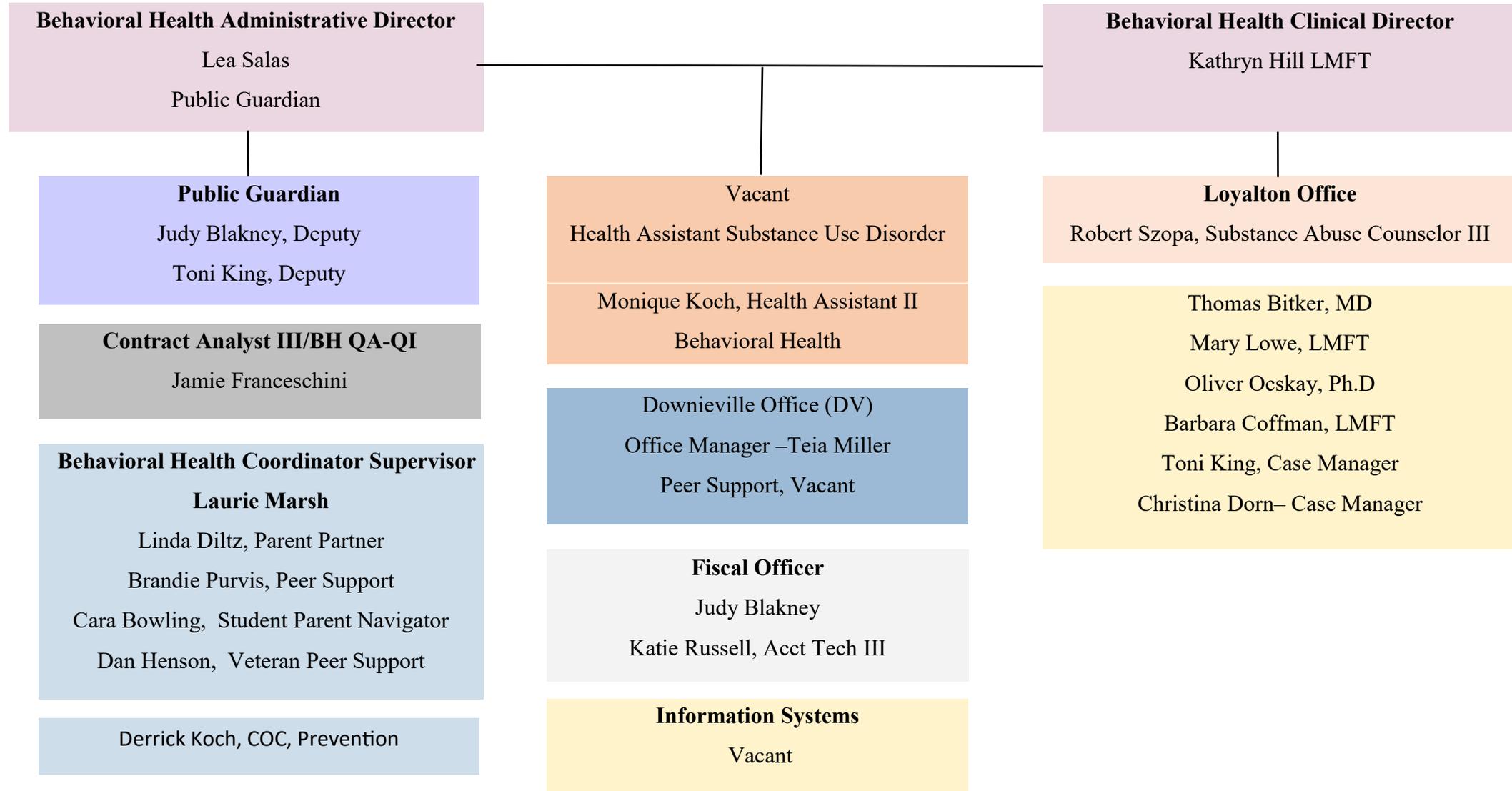
# SIERRA

## County Map, California





# Sierra County Behavioral Health



**AGREEMENT FOR  
PROFESSIONAL  
SERVICES**

THIS AGREEMENT for Professional Services ("Agreement") is made as of the Agreement Date set forth below by and between the County of Sierra, a political subdivision of the State of California ("the COUNTY"), and

OLIVER OCSKAY, Ph.D.  
"CONTRACTOR"

In consideration of the services to be rendered, the sums to be paid, and each and every covenant and condition contained herein, the parties hereto agree as follows:

**OPERATIVE PROVISIONS**

**1. SERVICES.**

The CONTRACTOR shall provide those services described in Attachment "A", Provision A-1. CONTRACTOR shall provide said services at the time, place and in the manner specified in Attachment "A", Provisions A-2 through A-3.

**2. TERM.**

Commencement Date: September 1, 2019

Termination Date: June 30, 2020

**3. PAYMENT.**

COUNTY shall pay CONTRACTOR for services rendered pursuant to this Agreement at the time and in the amount set forth in Attachment "B". The payment specified in Attachment "B" shall be the only payment made to CONTRACTOR for services rendered pursuant to this Agreement. CONTRACTOR shall submit all billings for said services to COUNTY in the manner specified in Attachment "B".

**4. FACILITIES, EQUIPMENT AND OTHER MATERIALS AND OBLIGATIONS OF COUNTY.**

CONTRACTOR shall, at its sole cost and expense, furnish all facilities, equipment, and other materials which may be required for furnishing services pursuant to this Agreement, except as provided in this paragraph. COUNTY shall furnish CONTRACTOR only those facilities, equipment, and other materials and shall perform those obligations listed in Attachment "A".

**5. ADDITIONAL PROVISIONS.**

Those additional provisions unique to this Agreement are set forth in Attachment "C".

**6. GENERAL PROVISIONS.**

The general provisions set forth in Attachment "D" are part of this Agreement. Any inconsistency between said general provisions and any other terms or conditions of this Agreement shall be controlled by

the other terms or conditions insofar as the latter are inconsistent with the general provisions. The HIPAA Business Associates Agreement, Attachment F is incorporated by this reference.

**7. DESIGNATED REPRESENTATIVES.**

The Clinical Director of Sierra County Behavioral Health or Designee is the designated representative of the COUNTY and will administer this Agreement for the COUNTY. Oliver Ocskay is the authorized representative for CONTRACTOR. Changes in designated representatives shall occur only by advance written notice to the other party.

**8. ATTACHMENTS.**

All attachments referred to herein are attached hereto and by this reference incorporated herein. Attachments include:

- Attachment A - Services
- Attachment B - Payment
- Attachment C - Additional Provisions
- Attachment D - General Provisions
- Attachment E - Form of Invoice
- Attachment F – Business Associate Agreement
- Attachment G – Independent Contractor Affidavit

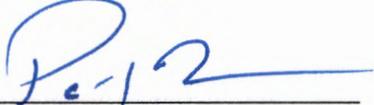
**9. AGREEMENT DATE.** The Agreement Date is September 1, 2019 as approved by the Sierra County Board of Supervisors.

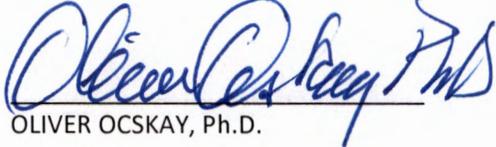
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day here first above written.

"COUNTY"

"CONTRACTOR"

COUNTY OF SIERRA

By   
\_\_\_\_\_  
PAUL ROEN, CHAIRMAN  
SIERRA COUNTY BOARD OF SUPERVISORS

  
\_\_\_\_\_  
OLIVER OCSKAY, Ph.D.

ATTEST:

APPROVED AS TO FORM:

  
\_\_\_\_\_  
HEATHER FOSTER  
Clerk of the Board

  
\_\_\_\_\_  
DAVID PRENTICE  
County Counsel

**ATTACHMENT A****A.1 SCOPE OF SERVICES AND DUTIES.**

The services to be provided by CONTRACTOR and the scope of CONTRACTOR's duties include the following:

- 1) Provide assessment and counseling services to Sierra County Behavioral Health beneficiaries;
- 2) Provide case written reports and consultation to Sierra County Behavioral Health according to mutual agreement and consistent with standards of professional conduct and practices;
- 3) Provide Treatment and Placement recommendations;
- 4) Provide Family, Individual or Child therapy;
- 5) Participate in case conference meetings with Sierra County Behavioral Health staff upon request;
- 6) Provide clinical review of patient charts (diagnosis, prognosis, treatment plan) upon request of Sierra County Behavioral Health Clinical Director;
- 7) Provide clinical program consultation and reports to Sierra County Behavioral Health Clinical Director upon request;
- 8) Assist Sierra County Behavioral Health Clinical Director with utilization review and provide administrative advice upon request;
- 9) Provide the above services in Loyalton or at the sites agreed upon with the Sierra County Behavioral Health Clinical Director;
- 10) Provide telephone consultation to program staff or Sierra County Behavioral Health Clinical Director upon request;
- 11) Attend Culturally and Linguistically Appropriate Services (CLAS Standards), Health Insurance Portability and Accountability Act (HIPAA), and Cultural Competency trainings provided by the COUNTY to meet State and Federal requirements
- 12) Attend the Behavioral Health Staff and Clinical Meetings

**A.2. TIME SERVICES RENDERED.**

Work will begin immediately upon execution of this agreement by the County. Thereafter, CONTRACTOR shall perform services in a diligent and timely manner.

**A.3. MANNER SERVICES ARE TO BE PERFORMED.**

As an independent contractor, CONTRACTOR shall be responsible for providing services and fulfilling obligations hereunder in a professional manner. COUNTY shall not control the manner of performance.

**A.4. FACILITIES FURNISHED BY COUNTY.**

Office space, laptop computer, dictation equipment and typing of reports will be furnished by COUNTY. CONTRACTOR must attend Culturally and Linguistically Appropriate Services (CLAS Standards), Health Insurance Portability and Accountability Act (HIPAA), and Cultural Competency trainings provided by the COUNTY to meet State and Federal requirements.

ATTACHMENT B  
PAYMENT

COUNTY shall pay CONTRACTOR as follows:

**B.1 BASE CONTRACT FEE.**

COUNTY shall pay CONTRACTOR a contract fee of One Hundred, sixteen dollars and forty-eight cents (\$116.48) per hour. CONTRACTOR shall provide COUNTY with a maximum not to exceed seven hundred, ninety-eight hours (798) hours of actual services per contract period. CONTRACTOR shall submit requests for payment ("Invoice") on a monthly basis, invoicing for all work completed and delivered to the Auditor. Invoice shall be substantially in the form of the invoice attached hereto as Attachment E. Payment shall be made within sixty (60) days after the invoice is approved by the County Contract Administrator. In no event shall total compensation paid to CONTRACTOR under this Provision B.1 exceed ninety-two thousand nine hundred fifty-one dollars and four cents (\$92,951.04) without an amendment to this Agreement approved by the Sierra County Board of Supervisors.

**B.2 MILEAGE. N/A**

**B.3 TRAVEL COSTS. N/A**

**B.4 AUTHORIZATION REQUIRED.**

Services performed by CONTRACTOR and not authorized in this Agreement shall not be paid for by COUNTY. Payment for additional services shall be made to CONTRACTOR by COUNTY if, and only if, this Agreement is amended in writing by both parties in advance of performing additional services.

**B.5 SPECIAL CIRCUMSTANCES.**

Additional costs may be incurred up to a maximum of \$1,000.00 with written approval of the designated COUNTY Representative (Operative Provision 7) for this Agreement.

**B.6 MAXIMUM CONTRACT AMOUNT.**

The maximum amount payable to CONTRACTOR under this Agreement shall not exceed the following:

B.1	Base Contract Fee	\$ 92,951.04
B.2	Mileage	N/A
B.3	Travel Costs	N/A
B.4	Authorization Required	0
B.5	Special Circumstances	\$ 1,000.00

**MAXIMUM CONTRACT AMOUNT \$ 93,951.04**

**ATTACHMENT C**  
**ADDITIONAL PROVISIONS**

**CONTRACTOR** shall carry Professional Liability malpractice Insurance with limits of \$1,000,000 per occurrence including coverage for **COUNTY** relating to services provided under this agreement.

The contracting parties shall be subject to the examination and audit of the Auditor General for a period of three years after final payment under contract (Government Code, Section 10532). The County shall also be subject to the examination and audit of the Auditor General for a period of three years after final payment under contract (Government Code, Section 10532).

**CONTRACTOR** shall deliver services that are safe, culturally competent, culturally responsive, linguistically appropriate, timely, efficient, effective and equitable. **Contractor** shall follow Culturally and Linguistically Appropriate Services (CLAS standards).

**ATTACHMENT D  
GENERAL PROVISIONS**

**D.1 INDEPENDENT CONTRACTOR.** For all purposes arising out of this Agreement, CONTRACTOR shall be an independent contractor and CONTRACTOR and each and every employee, agent, servant, partner, and shareholder of CONTRACTOR (collectively referred to as "The Contractor") shall not be, for any purpose of this Agreement, an employee of COUNTY. Furthermore, this Agreement shall not under any circumstance be construed or considered to be a joint powers agreement as described in *Government Code* Section 6000, et seq., or otherwise. As an independent contractor, the following shall apply:

**D.1.1** CONTRACTOR shall determine the method, details and means of performing the services to be provided by CONTRACTOR as described in this Agreement.

**D.1.2** CONTRACTOR shall be responsible to COUNTY only for the requirements and results specified by this Agreement and, except as specifically provided in this Agreement, shall not be subject to COUNTY's control with respect to the physical actions or activities of CONTRACTOR in fulfillment of the requirements of this Agreement.

**D.1.3** CONTRACTOR shall be responsible for its own operating costs and expenses, property and income taxes, workers' compensation insurance and any other costs and expenses in connection with performance of services under this Agreement.

**D.1.4** CONTRACTOR is not, and shall not be, entitled to receive from or through COUNTY, and COUNTY shall not provide or be obligated to provide the CONTRACTOR with workers' compensation coverage, unemployment insurance coverage or any other type of employee or worker insurance or benefit coverage required or provided by any federal, state or local law or regulation for, or normally afforded to, any employee of COUNTY.

**D.1.5** The CONTRACTOR shall not be entitled to have COUNTY withhold or pay, and COUNTY shall not withhold or pay, on behalf of the CONTRACTOR any tax or money relating to the Social Security Old Age Pension Program, Social Security Disability Program or any other type of pension, annuity or disability program required or provided by any federal, state or local law or regulation for, or normally afforded to, an employee of COUNTY.

**D.1.6** The CONTRACTOR shall not be entitled to participate in, or receive any benefit from, or make any claim against any COUNTY fringe benefit program including, but not limited to, COUNTY's pension plan, medical and health care plan, dental plan, life insurance plan, or other type of benefit program, plan or coverage designated for, provided to, or offered to COUNTY's employees.

**D.1.7** COUNTY shall not withhold or pay on behalf of CONTRACTOR any federal, state or local tax including, but not limited to, any personal income tax owed by CONTRACTOR.

**D.1.8** The CONTRACTOR is, and at all times during the term of this Agreement shall represent and conduct itself as, an independent contractor and not as an employee of COUNTY.

**D.1.9** CONTRACTOR shall not have the authority, express or implied, to act on behalf of, bind or obligate the COUNTY in any way without the written consent of the COUNTY.

**D.2 LICENSES, PERMITS, ETC.** CONTRACTOR represents and warrants to COUNTY that it has all licenses, permits, qualifications, and approvals of whatsoever nature which are legally required for CONTRACTOR to practice its profession. CONTRACTOR represents and warrants to COUNTY that CONTRACTOR shall, at its sole

cost and expense, keep in effect or obtain at all times during the term of this Agreement any licenses, permits, and approvals which are legally required for CONTRACTOR to practice its profession at the time the services are performed.

**D.3 CHANGE IN STATUTES OR REGULATIONS.** If there is a change of statutes or regulations applicable to the subject matter of this Agreement, both parties agree to be governed by the new provisions, unless either party gives notice to terminate pursuant to the terms of this Agreement.

**D.4 TIME.** CONTRACTOR shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary for the satisfactory performance of CONTRACTOR's obligations pursuant to this Agreement. Neither party shall be considered in default of this Agreement to the extent performance is prevented or delayed by any cause, present or future, which is beyond the reasonable control of the party.

**D.5 INSURANCE.**

**D.5.1** Prior to rendering services provided by the terms and conditions of this Agreement, CONTRACTOR shall acquire and maintain during the term of this Agreement insurance coverage through and with an insurer acceptable to COUNTY, naming the COUNTY and COUNTY's officers, employees, agents and independent contractors as additional insured (hereinafter referred to as "the insurance"). The insurance shall contain the coverage indicated by the checked items below.

YES **D.5.1.1** Comprehensive general liability insurance including comprehensive public liability insurance with minimum coverage of One Million Dollars (\$1,000,000) per occurrence and with not less than One Million Dollars (\$1,000,000) aggregate; CONTRACTOR shall insure both COUNTY and CONTRACTOR against any liability arising under or related to this Agreement.

YES **D.5.1.2** During the term of this Agreement, CONTRACTOR shall maintain in full force and effect a policy of professional errors and omissions insurance with policy limits of not less than One Million Dollars (\$1,000,000) per incident and One Million Dollars (\$1,000,000) annual aggregate, with deductible or self-insured portion not to exceed Two Thousand Five Hundred Dollars (\$2,500).

YES **D.5.1.3** Comprehensive automobile liability insurance with minimum coverage of One Hundred Thousand Dollars (\$100,000) per occurrence and with not less than One Hundred Thousand Dollars (\$100,000) on reserve in the aggregate, with combined single limit including owned, non-owned and hired vehicles.

NO **D.5.1.4** Workers' Compensation Insurance coverage for all CONTRACTOR employees and other persons for whom CONTRACTOR is responsible to provide such insurance coverage, as provided by Division 4 and 4.5 of the *Labor Code*.

**D.5.2** The limits of insurance herein shall not limit the liability of the CONTRACTOR hereunder.

**D.5.3** In respect to any insurance herein, if the aggregate limit available becomes less than that required above, other excess insurance shall be acquired and maintained immediately. For the purpose of any insurance term of this Agreement, "aggregate limit available" is defined as the total policy limits available for all claims made during the policy period.

**D.5.4** The insurance shall include an endorsement that no cancellation or material change adversely affecting any coverage provided by the insurance may be made until twenty (20) days after written notice is delivered to COUNTY.

**D.5.5** The insurance policy forms, endorsements and insurer(s) issuing the insurance shall be satisfactory to COUNTY at its sole and absolute discretion. The amount of any deductible payable by the insured shall be subject to the prior approval of the COUNTY and the COUNTY, as a condition of its approval, may require such proof of the adequacy of CONTRACTOR's financial resources as it may see fit.

**D.5.6** Prior to CONTRACTOR rendering services provided by this Agreement, and immediately upon acquiring additional insurance, CONTRACTOR shall deliver a certificate of insurance describing the insurance coverages and endorsements to:

County of Sierra  
Auditor/Risk-Manager  
P.O. Drawer 425  
Downieville, CA 95936

**D.5.7** CONTRACTOR shall not render services under the terms and conditions of this Agreement unless each type of insurance coverage and endorsement is in effect and CONTRACTOR has delivered the certificate(s) of insurance to COUNTY as previously described. If CONTRACTOR shall fail to procure and maintain said insurance, COUNTY may, but shall not be required to, procure and maintain the same, and the premiums of such insurance shall be paid by CONTRACTOR to COUNTY upon demand. The policies of insurance provided herein which are to be provided by CONTRACTOR shall be for a period of not less than one year, it being understood and agreed that twenty (20) days prior to the expiration of any policy of insurance, CONTRACTOR will deliver to COUNTY a renewal or new policy to take the place of the policy expiring.

**D.5.8** COUNTY shall have the right to request such further coverages and/or endorsements on the insurance as COUNTY deems necessary, at CONTRACTOR's expense. The amounts, insurance policy forms, endorsements and insurer(s) issuing the insurance shall be satisfactory to COUNTY in its sole and absolute discretion.

**D.5.9** Any subcontractor(s), independent contractor(s) or any type of agent(s) performing or hired to perform any term or condition of this Agreement on behalf of CONTRACTOR, as may be allowed by this Agreement (hereinafter referred to as the "SECONDARY PARTIES"), shall comply with each term and condition of this Section D.5 entitled "INSURANCE". Furthermore, CONTRACTOR shall be responsible for the SECONDARY PARTIES' acts and satisfactory performance of the terms and conditions of this Agreement.

**D.6 INDEMNITY.** CONTRACTOR shall defend, indemnify, and hold harmless COUNTY, its elected and appointed councils, boards, commissions, officers, agents, and employees from any liability for damage or claims for damage for any economic loss or personal injury, including death, as well as for property damage, which may arise from the intentional or negligent acts or omissions of CONTRACTOR in the performance of services rendered under this Agreement by CONTRACTOR, or any of CONTRACTOR's officers, agents, employees, contractors, or subcontractors.

**D.7 CONTRACTOR NOT AGENT.** Except as COUNTY may specify in writing, CONTRACTOR shall have no authority, express or implied, to act on behalf of COUNTY in any capacity whatsoever as an agent. CONTRACTOR shall have no authority, express or implied, pursuant to this Agreement to bind COUNTY to any obligation whatsoever.

**D.8 ASSIGNMENT PROHIBITED.** CONTRACTOR may not assign any right or obligation pursuant to this Agreement. Any attempted or purported assignment of any right or obligation pursuant to this Agreement shall be void and of no legal effect.

**D.9 PERSONNEL.** CONTRACTOR shall assign only competent personnel to perform services pursuant to this Agreement. In the event that COUNTY, in its sole discretion at any time during the term of this Agreement, desires the removal of any person or persons assigned by CONTRACTOR to perform services pursuant to this Agreement, CONTRACTOR shall remove any such person immediately upon receiving written notice from COUNTY of its desire for removal of such person or persons.

**D.10 STANDARD OF PERFORMANCE.** CONTRACTOR shall perform all services required pursuant to this Agreement in the manner and according to the standards observed by a competent practitioner of the profession in which CONTRACTOR is engaged. All products of whatsoever nature which CONTRACTOR delivers to COUNTY pursuant to this Agreement shall be prepared in a first class and workmanlike manner and shall conform to the standards of quality normally observed by a person practicing in CONTRACTOR's profession.

**D.11 POSSESSORY INTEREST.** The parties to this Agreement recognize that certain rights to property may create a "possessory interest", as those words are used in the *California Revenue and Taxation Code* (107). For all purposes of compliance by COUNTY with Section 107.6 of the *California Revenue and Taxation Code*, this recital shall be deemed full compliance by the COUNTY. All questions of initial determination of possessory interest and valuation of such interest, if any, shall be the responsibility of the County Assessor and the contracting parties hereto. A taxable possessory interest may be created by this, if created, and the party in whom such an interest is vested will be subject to the payment of property taxes levied on such an interest.

**D.12 TAXES.** CONTRACTOR hereby grants to the COUNTY the authority to deduct from any payments to CONTRACTOR any COUNTY imposed taxes, fines, penalties and related charges which are delinquent at the time such payments under this Agreement are due to CONTRACTOR.

**D.13 TERMINATION.** COUNTY shall have the right to terminate this Agreement at any time by giving notice in writing of such termination to CONTRACTOR. In the event COUNTY gives notice of termination, CONTRACTOR shall immediately cease rendering service upon receipt of such written notice and the following shall apply:

**D.13.1.** CONTRACTOR shall deliver to COUNTY copies of all writings prepared by it pursuant to this Agreement. The term "writings" shall be construed to mean and include: handwriting, typewriting, printing, photostating, photographing, computer storage medium (tapes, disks, diskettes, etc.) and every other means of recording upon any tangible thing, and form of communication or representation, including letters, words, pictures, sounds, or symbols, or combinations thereof.

**D.13.2** COUNTY shall pay CONTRACTOR the reasonable value of services rendered by CONTRACTOR to the date of termination pursuant to this Agreement not to exceed the amount documented by CONTRACTOR and approved by COUNTY as work accomplished to date. Further provided, however, COUNTY shall not in any manner be liable for lost profits which might have been made by CONTRACTOR had CONTRACTOR completed the services required by this Agreement. In this regard, CONTRACTOR shall furnish to COUNTY such financial information as in the judgment of the COUNTY is necessary to determine the reasonable value of the services rendered by

CONTRACTOR. In the event of a dispute as to the reasonable value of the services rendered by CONTRACTOR, the decision of the COUNTY shall be final. The foregoing is cumulative and does not affect any right or remedy which COUNTY may have in law or equity.

**D.13.3** CONTRACTOR may terminate its services under this Agreement upon thirty (30) working days written notice to the COUNTY, without liability for damages, if CONTRACTOR is not compensated according to the provisions of the Agreement or upon any other material breach of the Agreement by COUNTY, provided that CONTRACTOR has first provided COUNTY with a written notice of any alleged breach, specifying the nature of the alleged breach and providing not less than ten (10) working days within which the COUNTY may cure the alleged breach.

**D.14 OWNERSHIP OF INFORMATION.** All professional and technical information developed under this Agreement and all work sheets, reports, and related data shall become and/or remain the property of COUNTY, and CONTRACTOR agrees to deliver reproducible copies of such documents to COUNTY on completion of the services hereunder. The COUNTY agrees to indemnify and hold CONTRACTOR harmless from any claim arising out of reuse of the information for other than this project.

**D.15 WAIVER.** A waiver by any party of any breach of any term, covenant or condition herein contained or a waiver of any right or remedy of such party available hereunder at law or in equity shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition herein contained or of any continued or subsequent right to the same right or remedy. No party shall be deemed to have made any such waiver unless it is in writing and signed by the party so waiving.

**D.16 COMPLETENESS OF INSTRUMENT.** This Agreement, together with its specific references and attachments, constitutes all of the agreements, understandings, representations, conditions, warranties and covenants made by and between the parties hereto. Unless set forth herein, neither party shall be liable for any representations made, express or implied.

**D.17 SUPERSEDES PRIOR AGREEMENTS.** It is the intention of the parties hereto that this Agreement shall supersede any prior agreements, discussions, commitments, representations, or agreements, written or oral, between the parties hereto.

**D.18 ATTORNEY'S FEES.** If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret provisions of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, which may be set by the Court in the same action or in a separate action brought for that purpose, in addition to any other relief to which such party may be entitled.

**D.19 MINOR AUDITOR REVISION.** In the event the Sierra County Auditor's office finds a mathematical discrepancy between the terms of the Agreement and actual invoices or payments, provided that such discrepancy does not exceed 1% of the Agreement amount, the Auditor's office may make the adjustment in any payment or payments without requiring an amendment to the Agreement to provide for such adjustment. Should the COUNTY or the CONTRACTOR disagree with such adjustment, they reserve the right to contest such adjustment and/or to request corrective amendment.

**D.20 CAPTIONS.** The captions of this Agreement are for convenience in reference only and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

**D.21 DEFINITIONS.** Unless otherwise provided in this Agreement, or unless the context otherwise

requires, the following definitions and rules of construction shall apply herein.

**D.21.1 NUMBER AND GENDER.** In this Agreement, the neuter gender includes the feminine and masculine, the singular includes the plural, and the word "person" includes corporations, partnerships, firms or associations, wherever the context so requires.

**D.21.2 MANDATORY AND PERMISSIVE.** "Shall" and "will" and "agrees" are mandatory. "May" is permissive.

**D.22 TERM INCLUDES EXTENSIONS.** All references to the term of this Agreement or the Agreement Term shall include any extensions of such term.

**D.23 SUCCESSORS AND ASSIGNS.** All representations, covenants and warranties specifically set forth in this Agreement, by or on behalf of, or for the benefit of any or all of the parties hereto, shall be binding upon and inure to the benefit of such party, its successors and assigns.

**D.24 MODIFICATION.** No modification or waiver of any provisions of this Agreement or its attachments shall be effective unless such waiver or modification shall be in writing, signed by all parties, and then shall be effective only for the period and on the condition, and for the specific instance for which given.

**D.25 COUNTERPARTS.** This Agreement may be executed simultaneously and in several counterparts, each of which shall be deemed an original, but which together shall constitute one and the same instrument.

**D.26 OTHER DOCUMENTS.** The parties agree that they shall cooperate in good faith to accomplish the object of this Agreement and, to that end, agree to execute and deliver such other and further instruments and documents as may be necessary and convenient to the fulfillment of these purposes.

**D.27 PARTIAL INVALIDITY.** If any term, covenant, condition or provision of this Agreement is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provision and/or provisions shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

**D.28 VENUE.** It is agreed by the parties hereto that unless otherwise expressly waived by them, any action brought to enforce any of the provisions hereof or for declaratory relief hereunder shall be filed and remain in a court of competent jurisdiction in the County of Sierra, State of California.

**D.29 CONTROLLING LAW.** The validity, interpretation and performance of this Agreement shall be controlled by and construed under the laws of the State of California.

**D.30 CALIFORNIA TORT CLAIMS ACT.** Notwithstanding any term or condition of the Agreement, the provisions, and related provisions, of the California Tort Claims Act, Division 3.6 of the *Government Code*, are not waived by COUNTY and shall apply to any claim against COUNTY arising out of any acts or conduct under the terms and conditions of this Agreement.

**D.31 TIME IS OF THE ESSENCE.** Time is of the essence of this Agreement and each covenant and term herein.

**D.32 AUTHORITY.** All parties to this Agreement warrant and represent that they have the power and authority to enter into this Agreement in the names, titles and capacities herein stated and on behalf of any entities, persons, estates or firms represented or purported to be represented by such entity(s), person(s), estate(s) or firm(s) and that all formal requirements necessary or required by any state and/or federal law in order to enter into this Agreement are in full compliance. Further, by entering into this Agreement, neither party hereto shall have breached the terms or conditions of any other contract or agreement to which such party is obligated, which such breach would have a material effect hereon.

**D.33 CORPORATE AUTHORITY.** If CONTRACTOR is a corporation or public agency, each individual executing this Agreement on behalf of said corporation or public agency represents and warrants that he or she is duly authorized to execute and deliver this Agreement on behalf of said corporation, in accordance with a duly adopted resolution of the Board of Directors of said corporation or in accordance with the bylaws of said corporation or Board or Commission of said public agency, and that this Agreement is binding upon said corporation or public entity in accordance with its terms. If CONTRACTOR is a corporation, CONTRACTOR shall, within thirty (30) days after execution of this Agreement, deliver to COUNTY a certified copy of a resolution of the Board of Directors of said corporation authorizing or ratifying the execution of this Agreement.

**D.34 CONFLICT OF INTEREST.**

**D.34.1 LEGAL COMPLIANCE.** CONTRACTOR agrees at all times in performance of this Agreement to comply with the law of the State of California regarding conflicts of interest, including, but not limited to, Article 4 of Chapter 1, Division 4, Title 1 of the *California Government Code*, commencing with Section 1090, and Chapter 7 of Title 9 of said Code, commencing with Section 87100, including regulations promulgated by the California Fair Political Practices Commission.

**D.34.2 ADVISEMENT.** CONTRACTOR agrees that if any facts come to its attention which raise any questions as to the applicability of this law, it will immediately inform the COUNTY designated representative and provide all information needed for resolution of the question.

**D.34.3 ADMONITION.** Without limitation of the covenants in subparagraphs D.34.1 and D.34.2, CONTRACTOR is admonished hereby as follows:

The statutes, regulations and laws referenced in this provision D.34 include, but are not limited to, a prohibition against any public officer, including CONTRACTOR for this purpose, from making any decision on behalf of COUNTY in which such officer has a direct or indirect financial interest. A violation occurs if the public officer influences or participates in any COUNTY decision which has the potential to confer any pecuniary benefit on CONTRACTOR or any business firm in which CONTRACTOR has an interest of any type, with certain narrow exceptions.

**D.35 NONDISCRIMINATION.** During the performance of this Agreement, CONTRACTOR shall not unlawfully discriminate against any employee of the CONTRACTOR or of the COUNTY or applicant for employment or for services or any member of the public because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age or sex. CONTRACTOR shall ensure that in the provision of services under this Agreement, its employees and applicants for employment and any member of the public are free from such discrimination. CONTRACTOR shall comply with the provisions of the Fair Employment and Housing Act (*Government Code* Section 12900 et seq.). The applicable regulations of the Fair Employment Housing Commission implementing *Government Code* Section 12900, set forth in Chapter 5, Division 4 of Title 2 of the California *Administrative Code* are incorporated into this Agreement by reference and made a part hereof as if set forth in full. CONTRACTOR shall also abide by the Federal Civil Rights Act of 1964 and all amendments thereto, and all administrative rules and regulation issued pursuant to said Act. CONTRACTOR shall give written notice of its obligations under this clause to any labor agreement. CONTRACTOR shall include the non-discrimination and compliance provision of this paragraph in all subcontracts to perform work under this Agreement.

**D.36 JOINT AND SEVERAL LIABILITY.** If any party consists of more than one person or entity, the liability of each person or entity signing this Agreement shall be joint and several.

**D.37 TAXPAYER I.D. NUMBER.** The COUNTY shall not disburse any payments to CONTRACTOR pursuant to this Agreement until CONTRACTOR supplies the latter's Taxpayer I.D. Number or Social Security Number (as required on the line under CONTRACTOR's signature on page 2 of this Agreement).

**D.38 NOTICES.** All notices and demands of any kind which either party may require or desire to serve on the other in connection with this Agreement must be served in writing either by personal service or by registered or certified mail, return receipt requested, and shall be deposited in the United States Mail, with postage thereon fully prepaid, and addressed to the party so to be served as follows:

If to "COUNTY":  
Sierra County Human Services  
P.O. Box 265  
Loyalton, CA 96118

With a copy to:  
County Counsel  
County of Sierra  
Post Office Drawn D  
Downieville, CA 95936

If to "CONTRACTOR":  
  
Oliver Ocskay, Ph.D.  
888 W. Second St., Ste. 304  
Reno, NV 89503

Phone (775) 786-5775

Attachment E

Oliver Ocskay, Ph.D. 888 W. Second St., Ste. 304 Reno, NV 89503	<b>INVOICE</b>
	DATE:

Phone (775) 786-5775

	<b>FOR:</b> Consultation & Clinical Services
--	---

DESCRIPTION	Dates	Hours	AMOUNT
Consultation & Clinical Services			
		<b>TOTAL</b>	

Please make checks payable to:  
 Oliver Ocskay, PhD  
 Thank you

--

**ATTACHMENT F****SIERRA COUNTY  
Business Associates Agreement**

This Agreement is entered into this 1st day of September, 2019, by and between the County of Sierra doing business by and through the Sierra County Department of Health and Human Services (collectively referred to herein as the "County" and Oliver Ocskay, Ph.D (referred to herein as the "Business Associate")

**Recitals**

**WHEREAS**, County has heretofore or contemporaneously with the execution of this Agreement entered into an Agreement for Professional Services (the "Professional Services Agreement") whereby Business Associate provides certain services to County and its clients and citizens which involves the access and use of certain information pertaining to individuals which information is required to be kept confidential and protected under the provisions of the Health Insurance Portability and Accountability Act of 1996, Public Law 104-101 (referred to herein as "HIPAA") and the regulations adopted pursuant to the Act; and

**WHEREAS**, pursuant to the Professional Services Agreement County will make available and/or transfer to Business Associate, and/or Business Associate will generate or otherwise access confidential, personally identifiable health information in conjunction with services delivered on behalf of the County; and

**WHEREAS**, such information may be used or disclosed only in accordance with HIPAA and the applicable regulations [including without limitation, 45 CFR §§ 164.502(e); 164.504(e)] issued pursuant to the Health Insurance Portability and Accountability Act [42 USC §§ 1320 – 1320d-8] and the terms of this Agreement, or more stringent provisions of the law of the State of California and in accordance with The Sierra County Health and Human Services Information Security Policies Manual.

**NOW THEREFORE**, In consideration of the obligations, benefits and compensation provided to Business Associate under the provisions of the Professional Services Agreement and in order to ensure that said Agreement remains valid and complies with HIPAA, the parties agree as follows:

1. As used herein and with reference to the obligations under HIPAA, Protected Health Information ("PHI") shall mean individually identifiable health information including, without limitation, all information, data, documentation, and materials of any nature or form, including without limitation, demographic, medical and financial information, that 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; and 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. PHI shall include but not be limited to individually identifiable information received from or on behalf of the County as more fully defined in 45 CFR § 164.501, and any amendments thereto.
2. County shall provide to Business Associate a copy of the current Notice of Privacy Practices and any relevant information on changes to or agreed upon restrictions relating to legal permissions for the use or disclosure of PHI and a copy of Sierra County Health and Human Services Information Security Policies Manual.

3. Business Associate agrees that it shall not receive, create, use or disclose PHI except as follows:
  - a. (1)solely for meeting its obligations as set forth in the Professional Services Agreement and any other agreements between the Parties evidencing their business relationship or (2) as required by applicable law, rule or regulation, or by accrediting or credentialing organization to whom Covered Entity is required to disclose such information or as otherwise permitted under this Agreement, the Arrangement Agreement (if consistent with this Agreement and the HIPAA Privacy Rule), or the HIPAA Privacy Rule, and (3) as would be permitted by the HIPAA Privacy Rule if such use or disclosure were made by Covered Entity;
  - b. If necessary for the proper management and administration of Business Associate or to carry out legal responsibilities of Business Associate, PHI may only be disclosed to another person/entity for such purposes if:
    - Disclosure is required by law; or
    - Where Business Associate obtains reasonable assurances from the person to whom disclosure is made that the PHI released will be held confidentially, and only may be used or further disclosed as required by law or for the purpose for which it was disclosed to the person, and the person notifies Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached; and
    - Person agrees to notify Business Associate of any breaches of confidentiality;
  - c. To permit Business Associate to provide data aggregation services relating to the health care operations of the County.
4. Business Associate and County agree that neither of them will request, use or release more than the minimum amount of PHI necessary to accomplish the purpose of the use, disclosure or request.
5. Business Associate will establish and maintain appropriate safeguards to prevent any unauthorized use or disclosure of PHI.
6. Business Associate agrees that it shall immediately report to County any unauthorized uses/disclosures of which it becomes aware, and shall take all reasonable steps to mitigate the potentially harmful effects of such breach.
7. Business Associate hereby indemnifies County and agrees to hold County harmless from and against any and all losses, expense, damage or injury that County may sustain as a result of, or arising out of, Business Associate's, or its agent's or subAgreementor's, unauthorized use or disclosure of PHI.
8. Business Associate shall carry comprehensive general liability insurance.
9. Business Associate shall ensure that all of its subcontractors and agents are bound by the same restrictions and obligations contained herein whenever PHI is made accessible to such subcontractors or agents, and shall give prior notice to County of any subcontractors or agents who are to be given access to PHI.

10. Business Associate shall make all PHI and related information in its possession available as follows:
  - a. To the individual or his/her personal representative or to the County, to the extent necessary to permit County to fulfill any obligation to allow access for inspection and copying in accordance with the provisions of 45 CFR § 164.524 and any subsequent amendments to the regulations;
  - b. To the individual or his/her personal representative or to the County, to the extent necessary to permit County to fulfill any obligation to account for disclosures of PHI in accordance with 45 CFR § 164.528 and any subsequent amendments to the regulations.
11. Business Associate shall make PHI available to County to fulfill County's obligation to amend PHI and related information in accordance with 45 CFR §164.526, and shall, as directed by County, incorporate any amendments or related statements into the information held by Business Associate and any subcontractors or agents.
12. Business Associate agrees to make its internal practices, books and records relating to the use or disclosure of information received from or on behalf of County available to the U.S. Secretary of Health and Human Services, or the Secretary's designee, for purposes of determining compliance with the privacy regulations, and any amendments thereto.
13. Upon termination of this Agreement, Business Associate agrees, at the option of County, to return or destroy all PHI created or received from or on behalf of County. Business Associate agrees that it will not retain any copies of PHI except as required by law. If PHI is destroyed, Business Associate agrees to provide County with appropriate documentation/certification evidencing such destruction. If return or destruction of all PHI, and all copies of PHI, is not feasible, Business Associate agrees to extend the protections of this Agreement to such information for as long as it is maintained. Termination of this Agreement shall not affect any of its provisions that, by wording or nature, are intended to remain effective and to continue in operation.
14. The PHI and any related information created or received from or on behalf of County is and shall remain the property of the County. Business Associate agrees that it acquires no title in or rights to the information, including any de-identified information.
15. Notwithstanding anything in this Agreement to the contrary, County shall have the right to immediately terminate the Professional Services Agreement or any other agreement between the parties if County determines that Business Associate has violated any material term of this Agreement. If County reasonably believes that Business Associate will violate a material term of this Agreement and, where practicable, County gives written notice to Business Associate of such belief within a reasonable time after forming such belief, and Business Associate fails to provide adequate written assurances to County that it will no breach the cited term of this Agreement within a reasonable period of time given the specific circumstances, but in any event, before the threatened breach is to occur, then County shall have the right to immediately terminate the Professional Services Agreement or any other agreement between the parties. In the event of termination as described in this Paragraph, County shall have the right to contract for replacement service through another entity or provider, with Business Associate responsible for paying any difference in cost.

16. Notwithstanding any rights or remedies under this Agreement or provided by law, County retains all rights to seek injunctive relief to prevent or stop the unauthorized use or disclosure of PHI by Business Associate, any of its subcontractors or agents, or any third party who has received PHI from Business Associate.

17. This Agreement shall be binding on the parties and their successor, but neither party may assign the Agreement without the prior written consent of the other, which consent shall not be unreasonably withheld.

18. The obligations to safeguard the confidentiality and security of PHI imposed herein shall survive the termination of this Agreement.

19. Any ambiguities in this Agreement shall be resolved in favor of an interpretation that promotes compliance with HIPAA and regulations promulgated thereunder. The parties agree that any modifications to those laws shall modify the obligations of the parties hereunder without the need for formal amendment of the Agreement. Any other amendments to this Agreement shall not be effective without the written agreement of both parties.

20. Any notice to the other party pursuant to this Agreement shall be deemed provided if sent by first class United States mail, postage prepaid, as follows:

To County: County of Sierra  
Department of Health and Human Services  
P.O. Box 265  
Loyalton, CA 96118

To Contractor: Oliver Ocskay, Ph.D.  
888 W. Second St., Ste. 304  
Reno, NV 89503

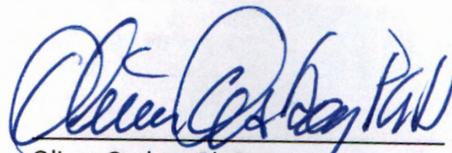
IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day here first above written.

"COUNTY"  
COUNTY OF SIERRA



Paul Roen, Chairman  
Sierra County Board of Supervisors

"CONTRACTOR"



Oliver Ocskay, Ph.D.

ATTEST:



Heather Foster  
Clerk of the Board

APPROVED AS TO FORM:

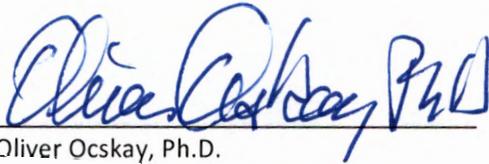


David Prentice  
County Counsel

Attachment G

Independent Contractor Affidavit

I Oliver Ocskay, Ph.D., sign under penalty of perjury, that I have my own independent business or are employed at another entity. I determine my schedule and availability with Sierra County.



Oliver Ocskay, Ph.D.



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David Prentice  
County Counsel

**Sierra County  
Board of Supervisors'  
Agenda Transmittal &  
Record of Proceedings**

<b>MEETING DATE:</b> January 7, 2020	<b>TYPE OF AGENDA ITEM:</b> <input type="checkbox"/> Regular <input type="checkbox"/> Timed <input checked="" type="checkbox"/> Consent
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<b>DEPARTMENT:</b> Information Systems <b>APPROVING PARTY:</b> Jeremy Miller <b>PHONE NUMBER:</b> 530-289-2890
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**AGENDA ITEM:** Resolution authorizing the Auditor to make certain changes to the Information Systems Department 2019-2020 Final Budget for overtime funds for completion of mission critical projects.

**SUPPORTIVE DOCUMENTS ATTACHED:**  Memo  Resolution  Agreement  Other

**BACKGROUND INFORMATION:** The Information Systems Department is in need of a budgetary transfer from regular funds to overtime funds for completion of mission critical projects in which standard flex and compensation time are not sufficient. The use of these funds are highly scrutinized and are only for completion of top priority projects at the direction of the Chief Technology Officer.

**FUNDING SOURCE:** GENERAL  
**GENERAL FUND IMPACT:** No General Fund Impact  
**OTHER FUND:**  
**AMOUNT:** \$15000 N/A

**ARE ADDITIONAL PERSONNEL REQUIRED?**  
  
 Yes, -- --  
 No

**IS THIS ITEM ALLOCATED IN THE BUDGET?**  Yes  No  
  
**IS A BUDGET TRANSFER REQUIRED?**  Yes  No

**SPACE BELOW FOR CLERK'S USE**

<p><b>BOARD ACTION:</b> <input type="checkbox"/> Approved <input type="checkbox"/> Approved as amended <input type="checkbox"/> Adopted <input type="checkbox"/> Adopted as amended <input type="checkbox"/> Denied <input type="checkbox"/> Other <input type="checkbox"/> No Action Taken</p>	<p><input type="checkbox"/> Set public hearing For: _____ <input type="checkbox"/> Direction to: _____ <input type="checkbox"/> Referred to: _____ <input type="checkbox"/> Continued to: _____ <input type="checkbox"/> Authorization given to: _____</p>	<p>Resolution 2019- _____ Agreement 2019- _____ Ordinance _____ Vote: Ayes: Noes: Abstain: Absent: <input type="checkbox"/> By Consensus</p>
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**COMMENTS:**  
\_\_\_\_\_  
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\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
CLERK TO THE BOARD

\_\_\_\_\_  
DATE

# SIERRA COUNTY

**Jeremy Miller**

Chief Technology Officer

Information Systems Department

P.O. Box 255 Downieville, California 95936

(530) 289-2890



The Information Systems Department is in need of a budgetary transfer from regular funds to overtime funds for completion of mission critical projects in which standard flex and compensation time are not sufficient. The use of these funds are highly scrutinized and are only for completion of top priority projects at the direction of the Chief Technology Officer.

**BOARD OF SUPERVISORS, COUNTY OF SIERRA, STATE OF CALIFORNIA**

**IN THE MATTER OF SIERRA COUNTY  
AUDITOR TO MAKE CERTAIN CHANGES TO THE  
MANAGEMENT INFORMATION SYSTEMS  
2019/2020 FINAL BUDGET FOR OVERTIME**

**RESOLUTION NO. 20-**

**WHEREAS**, the Board of Supervisors may authorize the Auditor to make budget changes pursuant to Government Code § 29125, and

**NOW THEREFORE BE IT RESOLVED**, that the Auditor is hereby authorized to adjust the 2019/20 Final Budget transfers for the below noted funds:

Appropriations:

Increase:

0015261	5002	Overtime	\$15,000
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Decrease:

0015261	5000	Regular Wages	\$15,000
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**ADOPTED** by the Board of Supervisors of the County of Sierra, State of California on the 7<sup>th</sup> day of January, 2020 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

COUNTY OF SIERRA

\_\_\_\_\_  
JIM BEARD, CHAIRPERSON  
BOARD OF SUPERVISORS

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
HEATHER FOSTER  
CLERK OF THE BOARD

\_\_\_\_\_  
DAVID PRENTICE  
COUNTY COUNSEL

**Sierra County  
Board of Supervisors'  
Agenda Transmittal &  
Record of Proceedings**

<b>MEETING DATE:</b> January 7, 2020	<b>TYPE OF AGENDA ITEM:</b> <input type="checkbox"/> Regular <input type="checkbox"/> Timed <input checked="" type="checkbox"/> Consent
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**DEPARTMENT:** Probation  
**APPROVING PARTY:** Jeffrey D. Bosworth  
**PHONE NUMBER:** 530-289-3277

**AGENDA ITEM:** Resolution authorizing the Auditor to make certain changes to the 2019/2020 final budget-Community Corrections Partnership sub-account.

**SUPPORTIVE DOCUMENTS ATTACHED:** Memo Resolution Agreement Other

**BACKGROUND INFORMATION:** Requesting a transfer from unbudgeted cash reserves to be moved to the treatment budget to cover costs otherwise covered by Health & Human Services.

**FUNDING SOURCE:** Community Corrections Partnership  
**GENERAL FUND IMPACT:** No General Fund Impact  
**OTHER FUND:**  
**AMOUNT:** \$30,000 One Time Expense

**ARE ADDITIONAL PERSONNEL REQUIRED?**  
  
 Yes, -- --  
 No

**IS THIS ITEM ALLOCATED IN THE BUDGET?**  Yes  No  
  
**IS A BUDGET TRANSFER REQUIRED?**  Yes  No

**SPACE BELOW FOR CLERK'S USE**

<p><b>BOARD ACTION:</b> <input type="checkbox"/> Approved <input type="checkbox"/> Approved as amended <input type="checkbox"/> Adopted <input type="checkbox"/> Adopted as amended <input type="checkbox"/> Denied <input type="checkbox"/> Other <input type="checkbox"/> No Action Taken</p>	<p><input type="checkbox"/> Set public hearing For: _____ <input type="checkbox"/> Direction to: _____ <input type="checkbox"/> Referred to: _____ <input type="checkbox"/> Continued to: _____ <input type="checkbox"/> Authorization given to: _____ _____</p>	<p>Resolution 2020- _____ Agreement 2020- _____ Ordinance _____ Vote: Ayes: Noes: Abstain: Absent: <input type="checkbox"/> By Consensus</p>
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**COMMENTS:**  
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\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
CLERK TO THE BOARD \_\_\_\_\_  
DATE



**Jeffrey D. Bosworth**  
Chief Probation Officer

## Probation Department Sierra County

P.O. Box 67  
Downieville, California 95936  
(530) 289-3277  
FAX (530) 289-2821



**Hon. Charles H. Ervin**  
**Hon. Yvette Durant**  
Superior Court Judges

To: Board of Supervisors  
From: Jeffrey D Bosworth  
Date: January 7, 2020  
Subject: Budget Transfer

CCP has always budgeted a small amount of money for treatment costs that are not otherwise covered by Health & Human Services (H&HS). In past years, the amount has always been sufficient.

This year, we have had a couple of periods of residential treatment for individuals, not otherwise covered by H&HS, consequently, there is a need to increase the budget for extra treatment. As a result, probation is requesting that that money from unbudgeted cash reserves be moved to the treatment budget, as listed below:

Fund Number	Name	Current Cash	Amount
8130000	SB678	\$480,000	\$15,000
8131000	AB109 annual	\$535,000	\$15,000

As usual, any amount remaining at the end of the year will roll over.



**SIERRA COUNTY  
COMMUNITY CORRECTIONS PARTNERSHIP**

December 11, 2019 Meeting Minutes

CCP Meeting – Downieville – Courtroom

**Call to Order and Introductions**

The Meeting was called to order by Sandra Groven at 9:00 a.m.

**1. Roll Call**

- a. Executive Committee members present:** Sandra Groven (District Attorney), J. Lon Cooper (Public Defender), Ann Mendez (Designee of Presiding Judge), Lea Salas (Behavioral Health)
- b. Regular Committee members present:** None
- c. Others present:** Michelle DeBerg (Probation Specialist)

**2. Approval of Agenda:** The agenda was approved.

**3. Public Comment Opportunity (Public comment is limited to three minutes per person and not more than three individuals addressing the same subject)**  
No public comment.

**4. Approve Budget Transfer to Cover Additional Rehabilitation Treatment**  
A copy of the Memo was reviewed by the members. Lea Salas moved to adopt the budget, J. Lon Cooper seconded. Motion passes.

**5. Next Meeting Date**  
The next meeting date to be determined.

**Meeting Adjourned at 9:01 a.m.**

**BOARD OF SUPERVISORS, COUNTY OF SIERRA, STATE OF CALIFORNIA**

**IN THE MATTER OF AUTHORIZING THE AUDITOR TO MAKE  
CERTAIN CHANGES TO THE 2019/2020 FINAL BUDGET –  
COMMUNITY CORRECTIONS PARTNERSHIP SUB ACCOUNT**

**RESOLUTION 2020-\_\_\_\_\_**

**WHEREAS**, the Board of Supervisors may authorize the Auditor to make budget changes pursuant to Government Code § 29125, and

**NOW, THEREFORE BE IT RESOLVED**, that the Auditor is hereby authorized to adjust the 2019/2020 Final Budget transfers for the below noted Funds:

Increase expenditures: 8130000 (SB678)	\$15,000
Decrease reserves: 8130000 (SB678)	\$15,000
Increase expenditures: 8131000 (AB109)	\$15,000
Decrease reserves: 8131000 (AB109)	\$15,000

**ADOPTED** by the Board of Supervisors of the County of Sierra on the 7th day of January, 2020, by the following vote:

AYES:  
NOES:  
ABSTAIN:  
ABSENT:

COUNTY OF SIERRA:

\_\_\_\_\_  
JAMES BEARD  
CHAIRMAN OF THE BOARD

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
HEATHER FOSTER  
CLERK OF THE BOARD

\_\_\_\_\_  
DAVID PRENTICE  
COUNTY COUNSEL

**Sierra County  
Board of Supervisors'  
Agenda Transmittal &  
Record of Proceedings**

<b>MEETING DATE:</b> January 7, 2020	<b>TYPE OF AGENDA ITEM:</b> <input type="checkbox"/> Regular <input type="checkbox"/> Timed <input checked="" type="checkbox"/> Consent
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**DEPARTMENT:** Sheriff's Office  
**APPROVING PARTY:** Mike Fisher, Sheriff-Coroner  
**PHONE NUMBER:** (530) 289-3700

**AGENDA ITEM:** OFF-HIGHWAY MOTOR VEHICLE RECREATION DIVISION GRANTS AND COOPERATIVE AGREEMENT  
**SUPPORTIVE DOCUMENTS ATTACHED:**  Memo  Resolution  Agreement  Other

**BACKGROUND INFORMATION:** Adoption of resolution and agreement for Off-Highway Motor Vehicle Recreation Division Grant and Cooperative Agreement for 2019-2020, Project Agreement Number G18-03-55-L01, between Sierra County and the State of California Department of Parks and Recreation - Off-Highway Motor Vehicle Division. This grant provides funding for patrol, equipment, and training relating to OHV operations. The Sheriff's Office is required to contribute 25% of the total grant in matching funds. The majority of the 25% is contributed through a "technician" rate, which is calculated by the US Government for Sheriff's Office volunteers if they were to be paid. This "technician" rate is applied to Search and Rescue personnel.

**FUNDING SOURCE:** THE DEPARTMENT OF PARKS AND RECREATION OFF HIGHWAY MOTOR VEHICLE RECREATION DIVISION.  
**GENERAL FUND IMPACT:** No General Fund Impact  
**OTHER FUND:**  
**AMOUNT:** \$14,970.00 One Time Expense

<b>ARE ADDITIONAL PERSONNEL REQUIRED?</b>  <input type="checkbox"/> Yes, -- -- <input checked="" type="checkbox"/> No	<b>IS THIS ITEM ALLOCATED IN THE BUDGET?</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No  <b>IS A BUDGET TRANSFER REQUIRED?</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
--	---

**SPACE BELOW FOR CLERK'S USE**

<b>BOARD ACTION:</b> <input type="checkbox"/> Approved <input type="checkbox"/> Approved as amended <input type="checkbox"/> Adopted <input type="checkbox"/> Adopted as amended <input type="checkbox"/> Denied <input type="checkbox"/> Other <input type="checkbox"/> No Action Taken	<input type="checkbox"/> Set public hearing For: _____ <input type="checkbox"/> Direction to: _____ <input type="checkbox"/> Referred to: _____ <input type="checkbox"/> Continued to: _____ <input type="checkbox"/> Authorization given to: _____	Resolution 2020- _____ Agreement 2020- _____ Ordinance _____ Vote: Ayes: Noes: Abstain: Absent: <input type="checkbox"/> By Consensus
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**COMMENTS:**

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\_\_\_\_\_  
CLERK TO THE BOARD

\_\_\_\_\_  
DATE

**BOARD OF SUPERVISORS, COUNTY OF SIERRA, STATE OF CALIFORNIA**

**RESOLUTION APPROVING OFF-HIGHWAY MOTOR VEHICLE PROJECT  
AGREEMENT G18-03-55-L01**

**Resolution 2020-**

**WHEREAS**, the people of the State of California have enacted the Off-Highway Motor Vehicle Recreation Act of 2003, which provides funds to the State of California and its political subdivisions for Operation and Maintenance, Restoration, Law Enforcement, and Education and Safety for off-highway vehicle recreation; and

**WHEREAS**, the Off-Highway Motor Vehicle Recreation Division with the California Department of Parks and Recreation has been delegated the responsibility to administer the program; and

**WHEREAS**, procedures established by the California Department of Parks and Recreation require the Applicant's Governing Body to certify by resolution the approval of the Application to apply for Off-Highway Motor Vehicle Grant funds and accepting the grant award.

**NOW, THEREFORE, BE IT RESOLVED**, that the Board of Supervisors of the County of Sierra, hereby:

1. Approves the filing of an Application and Acceptance of Award for an Off Highway Vehicle Grant or Cooperative Agreement; and
2. Certifies that this agency understands its legal obligations to the State upon approval of the Grant; and
3. Certifies that this agency understands the California Public Resources Code requirement that Acquisition and Development Projects be maintained to specific conservation standards; and
4. Certifies that the Project will be well-maintained during its useful life; and
5. Certifies that this agency will implement the Project with diligence once funds are available and the Applicant has reviewed, understands, and agrees with the Project Agreement; and
6. Certifies that this agency will provide the required matching funds; and
7. Certifies that the public and adjacent property owners have been notified of this project (as applicable); and
8. Appoints the Sheriff, as agents to conduct all negotiations, execute and submit all documents including, but not limited to applications, agreements, amendments, payment requests, and so on, which may be necessary for completion of the Project, subject to approval of County Counsel.

**ADOPTED** by the Board of Supervisors of the County of Sierra on the 7<sup>th</sup> day of January, 2020, by the following vote:

AYES:  
NOES:  
ABSTAIN:  
ABSENT:

COUNTY OF SIERRA

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JIM BEARD, CHAIRMAN  
BOARD OF SUPERVISORS

ATTEST:

APPROVED AS TO FORM:

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HEATHER FOSTER  
CLERK TO THE BOARD

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DAVID PRENTICE  
COUNTY COUNSEL

## PROJECT AGREEMENT

PROJECT AGREEMENT NUMBER: G18-03-55-L01      PROJECT TYPE: Law Enforcement

GRANTEE: Sierra County Sheriff's Office

PROJECT TITLE: Law Enforcement

PROJECT PERFORMANCE PERIOD: FROM **01/01/2020** THROUGH **12/31/2020**

MAXIMUM AMOUNT PAYABLE SHALL NOT EXCEED **\$14,970.00** (Fourteen Thousand Nine Hundred Seventy and 00/100)

THIS PROJECT AGREEMENT is made and entered into, by and between the State of California, acting by and through the Department of Parks and Recreation, Off-Highway Motor Vehicle Recreation Division and Grantee.

The Grantee agrees to complete the project as described in the Project Description. The Grantee's Application, the Off-Highway Motor Vehicle Act of 2003 and the California Code of Regulations, Division 3, Chapter 15, Sections 4970-4970.26 are hereby incorporated into this agreement by reference.

The parties hereto agree to comply with the terms and conditions of the following attachments which by reference are made a part of the Project Agreement.

- ATTACHMENT 1 - PROJECT COST ESTIMATE
- ATTACHMENT 2 - GENERAL PROVISIONS

GRANTEE	STATE OF CALIFORNIA
AUTHORIZED SIGNATURE:	AUTHORIZED SIGNATURE:
AUTHORIZED NAME:	AUTHORIZED NAME: Sixto J. Fernandez
TITLE:	TITLE: Grants Manager
DATE:	DATE:

### CERTIFICATION OF FUNDING (FOR STATE USE ONLY)

CONTRACT NUMBER: C32-31-132		SUPPLIER ID NUMBER: 0000003569		FUND DESCRIPTION: Off-Highway Vehicle Trust Fund	
REPORTING STRUCTURE: 37900550	ACCOUNT: 5432000	PCA: 62675	CONTRACT AMOUNT: 14,970.00		PROGRAM: 2855
BU: 3790	REF: 101	FUND: 0263	CHAPTER: 23/19	ENY/STATUTE 2019	FISCAL YEAR: 2019/2020

*I hereby certify upon my own personal knowledge that budgeted funds are available for this encumbrance.*

SIGNATURE OF DPR ACCOUNTING OFFICER:

DATE:

**ATTACHMENT 1**

**Project Cost Estimate for Grants and Cooperative Agreements Program - 2018/2019  
Agency: Sierra County Sheriff's Office  
Application: Law Enforcement**

<b>APPLICANT NAME :</b>	Sierra County Sheriff's Office		
<b>PROJECT TITLE :</b>	Law Enforcement	<b>PROJECT NUMBER (Division use only) :</b>	G18-03-55-L01
<b>PROJECT TYPE :</b>	<input checked="" type="checkbox"/> Law Enforcement <input type="checkbox"/> Restoration <input type="checkbox"/> Education & Safety <input type="checkbox"/> Acquisition <input type="checkbox"/> Development <input type="checkbox"/> Ground Operations <input type="checkbox"/> Planning		
<b>PROJECT DESCRIPTION :</b>	<p>The Project is to provide Off-Highway Vehicle (OHV) related law enforcement activities within the jurisdiction of Sierra County Sheriff's Office. The activities may include, but are not limited to patrol, barrier installation, maps, and search and rescue.</p> <p>Project may also provide for the purchase of Equipment, Heavy Equipment, materials and supplies as outlined in the Project Cost Estimate. Grantee agrees that all Equipment and Heavy Equipment will be kept as part of their equipment inventory for the duration of the equipment's useful life and may only be used on activities that are applicable to the Law Enforcement category per Section 4970.12 of the Grants and Cooperative Agreements Program Regulations. Grantee must obtain written OHMVR Division approval prior to disposition of all grant related equipment.</p> <p>Grantee is required to provide a minimum of 25 percent of the total project cost in matching funds.</p>		

Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
<b>DIRECT EXPENSES</b>						
<b>Program Expenses</b>						
<b>1 Staff</b>						
1. Staff-Law Enforcement Officers Notes : This is the proposed hourly and fringe benefit rate for (6) sworn patrol deputies, and (1) sworn patrol sergeant to conduct proactive OHV patrol. Also includes OHV response to calls for service. 63% of this project is OHV patrol related.	240.000 0	60.000	HRS	14,400.00	12,000.00	2,400.00
<b>2 Contracts</b>						
<b>3 Materials / Supplies</b>						
1. Materials / Supplies-	3.0000	299.000	EA	897.00	897.00	0.00

**ATTACHMENT 1**

**Project Cost Estimate for Grants and Cooperative Agreements Program - 2018/2019  
Agency: Sierra County Sheriff's Office  
Application: Law Enforcement**

Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
Lightning Ascent Snowshoes Notes : These snow shoes will be kept in the side by side and will assist deputies when conducting snow operations when walking in snow terrain outside of the OHV.						
<b>4 Equipment Use Expenses</b>						
1. Equipment Use Expenses-Operational and Transportation miles Notes : This represents a proposed figure on the amount of mileage deputies and SAR personnel will cover transporting the side by side, snowmobiles, and quads to operation areas.  This also represents a proposed figure of how many miles deputies and SAR personnel will cover in operational areas.	2000.00 00	0.545	MI	1,090.00	0.00	1,090.00
<b>5 Equipment Purchases</b>						
<b>6 Others</b>						
1. OHV Training Tutition Notes : Tutition to send two sworn deputies to 24 hours of OHV training at the San Bernardino County Sheriff's Office	2.0000	375.000	EA	750.00	750.00	0.00
2. OHV Training Hotel Notes : An estimate for	2.0000	306.000	EA	612.00	612.00	0.00

**ATTACHMENT 1**

**Project Cost Estimate for Grants and Cooperative Agreements Program - 2018/2019  
Agency: Sierra County Sheriff's Office  
Application: Law Enforcement**

Line Item	Qty	Rate	UOM	Total	Grant Req.	Match
two hotel rooms for three days to send two sworn deputies to 24 hours of OHV training at the San Bernardino County Sheriff's Office						
3. OHV Training Per Diem Notes : The per diem costs are based on the county travel policy for employees to eat while at 24 hours of OHV training at the San Bernardino County Sheriff's Office.	2.0000	126.000	EA	252.00	0.00	252.00
4. OHV Training Milage Notes : An estimate of miles deputies would travel to and from 24 hours of OHV training at the San Bernardino County Sheriff's Office.	956.000 0	0.545	MI	521.00	0.00	521.00
<b>Total for Others</b>				2,135.00	1,362.00	773.00
<b>Total Program Expenses</b>				18,522.00	14,259.00	4,263.00
<b>TOTAL DIRECT EXPENSES</b>				18,522.00	14,259.00	4,263.00
<b>INDIRECT EXPENSES</b>						
<b>Indirect Costs</b>						
<b>1 Indirect Costs</b>						
1. Indirect Costs-Streamlight Stinger LED Flashlight Notes : (2) LED flashlights to be mounted inside the side by side to assist deputies with visibility at night.	2.0000	129.500	EA	259.00	0.00	259.00
2. Indirect Costs-APX 8000H Motorola	1.0000	1561.000	EA	1,561.00	711.00	850.00

**ATTACHMENT 1**

**Project Cost Estimate for Grants and Cooperative Agreements Program - 2018/2019  
Agency: Sierra County Sheriff's Office  
Application: Law Enforcement**

	<b>Line Item</b>	<b>Qty</b>	<b>Rate</b>	<b>UOM</b>	<b>Total</b>	<b>Grant Req.</b>	<b>Match</b>
	Portable Radio Notes : Handheld radio that will be mounted inside side by side. Radio will be used by deputies when exiting the side by side on contacts to communicate with dispatch and other law enforcement officers.  The radio selected will stand up to harsh conditions that OHV trails provide.						
<b>Total for Indirect Costs</b>					1,820.00	711.00	1,109.00
<b>Total Indirect Costs</b>					1,820.00	711.00	1,109.00
<b>TOTAL INDIRECT EXPENSES</b>					1,820.00	711.00	1,109.00
<b>TOTAL EXPENDITURES</b>					<b>20,342.00</b>	<b>14,970.00</b>	<b>5,372.00</b>
<b>TOTAL PROJECT AWARD</b>					<b>14,970.00</b>		

## **Project Agreement General Provisions (Nonfederal Applicants Only)**

### A. Definitions

1. The term "State" as used herein means the State of California, Department of Parks and Recreation.
2. The term "Act" as used herein means the Off-Highway Motor Vehicle Recreation Act of 2003 as amended.
3. The term "Project" as used herein means the Project described in Attachment 1 of this Agreement and in the Application.
4. The term "Application" as used herein means the individual Project Application and attachments required pursuant to the enabling legislation, regulations, and/or Grant program, which is incorporated into this Agreement by reference.
5. The term "Project Agreement" as used herein means the Application and the Project Agreement and its General Provisions.
6. The term "Grantee" as used herein means the party described as the Grantee on page 1 of the Project Agreement.

### B. Project Execution

1. Subject to the appropriation and availability of Grant funds in the state budget, the State hereby awards to the Grantee the sum of money (Grant money) stated on page 1 of the Project Agreement in consideration of and on condition that the sum be expended in carrying out the purposes as set forth in the Project Description on Attachment 1 of the Project Agreement and the terms and conditions set forth in this Agreement.

The Grantee assumes the obligation to furnish any additional funds that may be necessary to complete or carry out the Project as described. Any modification or alteration in the Project as set forth in the Application on file with the State must be submitted to the State for approval. The State's obligation to make Grant payments is limited to the Project as provided for herein, or as modified with the approval of the State.

2. The Grantee agrees to complete the Project in accordance with the Project performance period set forth on page 1 of the Project Agreement, and under the terms and conditions of this agreement.
3. If the Project includes development, the development plans, specifications and estimates or Force Account Schedule shall be reviewed and approved by the State prior to the Grantee proceeding with the Project. Unless the development plans, specifications and estimates are approved by the State, the State shall have no obligation to make Grant payments for the work.

The Grantee shall comply with all applicable current laws and regulations affecting Development Projects, including, but not limited to, legal requirements for construction contracts, building codes, health and safety codes, and laws and codes pertaining to individuals with disabilities. In addition, the Grantee shall complete the development work in accordance with the State-approved development plans, specifications, and estimates or Force Account Schedule.

4. The Grantee shall make property or facilities acquired and/or developed pursuant to this Agreement available for inspection upon request by the State to determine if development work is in accordance with the approved plans, specifications and estimates or Force Account Schedule, including a final inspection upon Project completion.
5. If the Project includes acquisition of real property, the cost of which is to be reimbursed with Grant moneys under this Agreement, the acquisition shall comply with Chapter 16 (commencing with Section 7260) of Division 7 of Title 1 of the Government Code and any

other applicable federal, state, or local laws or ordinances. Documentation of such compliance will be made available for review by the State upon request. Eminent domain may not be used to acquire property using the Grant funds provided by this Agreement.

6. If the Project includes acquisition of real property, the purchase price shall be the fair market value of such property as established by an appraisal completed according to established current appraisal practices and methods as approved by both the Grantee and the State. The Grantee agrees to furnish the State with additional supportive appraisal material or justification as may be requested by the State to complete its review and approval of the fair market value.

The Grantee agrees to furnish the State with preliminary title reports respecting such real property or such other evidence of title which is determined to be sufficient by the State. The Grantee agrees to correct prior to or at the close of escrow any defects of title which in the opinion of the State might interfere with the operation of the Project.

#### C. Project Costs

1. The Grant moneys to be provided to the Grantee under this Agreement shall be disbursed as follows, but not to exceed in any event one-hundred (100) percent of the allowable Project costs or the State Grant amount as set forth on page 1 of this Agreement, whichever is less:
2. If the Project includes acquisition of real property, the State shall disburse to the Grantee the Grant moneys as follows, but not to exceed in any event the State Grant amount set forth on page 1 of this Agreement.

The State will disburse the amount of the State-approved purchase price together with State-approved costs of acquisition. Funds for acquisition shall only be released into an escrow account established for the acquisition.

#### D. Project Administration

1. The Grantee shall promptly submit such progress, performance or other reports concerning the status of work performed on the Project as the State may request. In any event, the Grantee shall provide the State a report showing total final Project expenditures including State and all other moneys expended within one hundred-twenty (120) days after completion of the Project.
2. The Grantee shall make property and facilities maintained, operated, acquired or developed pursuant to this Agreement available for inspection by the State upon request.
3. The Grantee may be provided advanced payments for Grants. The Grantee shall place such moneys in a separate interest-bearing account, if legally able to do so, setting up and identifying such account prior to the advance. Interest earned on Grant moneys shall be used on the Project or paid to the State. If Grant moneys are advanced and not expended, the unused portion of the Grant (plus interest) shall be returned to the State within one hundred-twenty (120) days of completion of the Project or end of the Project performance period, whichever is earlier.

Income, after deduction for reasonable expenses associated with that income, that is earned by the Grantee from a State-approved non-recreational use on an acquisition Project, subsequent to taking title by the Grantee, but before use for OHV Recreation, must be used by the Grantee for recreational purposes at the Project.

4. The Grantee shall use any moneys advanced by the State under the terms of this agreement solely for the Project herein described.
5. The Grantee will provide and maintain a sign on the Project site that identifies the funding source (Off-Highway Vehicle Fund) and the administering agency (California State Department of Parks and Recreation).

6. Equipment must be used solely for OHV-related purposes unless the Applicant is funding the portion of the purchase price not dedicated to OHV purposes, and that portion is not part of the total project cost.

#### E. Project Termination

1. The Grantee may unilaterally rescind this Agreement at any time prior to the commencement of the Project. After Project commencement this Agreement may be rescinded, modified or amended by mutual agreement in writing.
2. Failure by the Grantee to comply with the terms of this Agreement or any other agreement under the Act may be cause for suspension of all obligations of the State hereunder and reimbursement to the State of any Grant moneys already provided to the Grantee. However, such failure shall not be cause for the suspension of all obligations of the State hereunder if, in the judgment of the State, such failure was due to no fault and beyond the control of the Grantee to prevent, mitigate or remedy.
3. Because the benefit to be derived by the State from the full compliance by the Grantee with the terms of this Agreement is the operation, development, preservation, protection and net increase in the quantity and quality of public outdoor recreation facilities available to the people of the State of California, and because such benefit exceeds to an immeasurable and unascertainable extent the amount of money furnished by the State by way of Grant moneys under the terms of this Agreement, the Grantee agrees that payment by the Grantee to the State of an amount equal to the amount of the Grant moneys disbursed under this Agreement by the State would be inadequate compensation to the State for any breach by the Grantee of this Agreement.
4. The Grantee further agrees, therefore, that the appropriate remedy in the event of a breach by the Grantee of this Agreement shall be the specific performance of this Agreement, unless otherwise agreed to by the State. Notwithstanding the foregoing, in the event of a breach of this Agreement, or any portion thereof, which is due to no fault and beyond the control of the Grantee to prevent, mitigate, or remedy, the State's sole remedy shall be the reimbursement of any funds advanced or paid that pertain to the breached term or terms of this Agreement.

#### F. Hold Harmless

1. The Grantee hereby waives all claims and recourse against the State including the right to contribution of loss of damage to persons or property arising from, growing out of or in any way connected with or incident to this Agreement except claims arising from the concurrent or sole negligence of the State, its officers, agents and employees.
2. The Grantee shall protect, indemnify, hold harmless and defend the State, its officers, agents and employees against any and all claims, demands, damages, costs, expenses or liability costs arising out of the acquisition, development, construction, operation or maintenance of the property described as the Project which claims, demands or causes of action arise under Government Code Section 895.2 or otherwise except for liability arising out of, and attributable to, the concurrent or sole negligence of the State, its officers, or employees.
3. In the event the State is named as codefendant under the provisions of Government Code Section 895 et seq., the Grantee shall notify the State of such fact and shall represent the State in the legal action unless the State undertakes to represent itself as codefendant in such legal action in which event the State shall bear its own litigation costs, expenses, and attorney's fees.
4. In the event of judgment against the State and the Grantee because of the concurrent negligence of the State and the Grantee, their officers, agents, or employees, an apportionment of liability to pay such judgment shall be made by a court of competent jurisdiction. Neither party shall request, and each party hereby waives its right to, a jury apportionment.

G. Financial Records

1. The Grantee shall retain for inspection all financial accounts, documents, and records for three (3) years from the expiration date of the Project Agreement, or three (3) years from the start of an audit engagement, whichever comes first, and until an audit started during the three (3) years is completed, a report published and any Audit findings are resolved and/or payment or other correction made with regard to any Audit findings contained in the final Audit report.
2. During regular office hours each party hereto and their duly authorized representatives shall have the right to inspect and make copies of any books, records or reports of the other party pertaining to this Agreement or matters related thereto.

H. Use of Facilities

1. The Grantee shall, without cost to the State, except as may be otherwise provided in this Agreement or any other Grant agreement, operate and maintain the property acquired or developed pursuant to this Agreement in the manner of and according to the Off-Highway Motor Vehicle Recreation Act and any related regulations, or any other applicable provisions of law.
2. Use of the facilities shall comply with all applicable laws, including, but not limited to, the requirements for registration of all day use-vehicles with the Department of Motor Vehicles or identified under the Chappie-Z'berg Off-Highway Motor Vehicle Law of 1993.

I. Nondiscrimination

1. The Grantee shall not discriminate against any person on the basis of sex, race, color, national origin, religion, ancestry, or physical handicap in the use of any property or facility acquired or developed pursuant to this Agreement.
2. The Grantee shall not discriminate against any person on the basis of residence except to the extent that reasonable differences in admission or other fees may be maintained on the basis of residence and pursuant to law.

J. Application Incorporation

1. The Application and any subsequent change or addition approved by the State is hereby incorporated in this Agreement as though set forth in full in this Agreement.

K. Severability

1. If any provision of this Agreement or the application thereof is held invalid, that invalidity shall not affect other provisions or applications of this Agreement which can be given effect without the invalid provision or application, and to this end the provisions of this Agreement are severable.

L. Governing Law

1. This Agreement shall be construed in accordance with and be governed by the laws of the State of California. Any legal action arising out of the terms of this Agreement shall take place in the county wherein the Project funded by this Agreement is located. If the Project is located in or among two or more counties, any legal action shall be taken in the county wherein the largest land area of the Project is located.
2. The Grantee shall comply with all Federal, State, and/or Local laws, regulations, ordinances and executive orders that are applicable during the performance period.



**BOARD OF SUPERVISORS, COUNTY OF SIERRA, STATE OF CALIFORNIA**

**RESOLUTION APPROVING AGREEMENT BETWEEN THE SHERIFF'S OFFICE  
AND THE HUMBOLDT-TOIYABE NATIONAL FOREST RE: FY2020 FINANCIAL  
AND OPERATING PLAN**

**Resolution 2020-**

**BE IT RESOLVED THAT:**

1. Agreement No. 16-LE-11041701-007, Mod. 04, Captioned FY20 Annual Operating and Financial Plan by and between the County of Sierra ("the County") and Contracting Party: USDA Forest Service, Humboldt-Toiyabe National Forest is hereby approved;
2. The responsible administrators for said Agreement are  
**County:** Mike Fisher, Sheriff-Coroner  
**Contractor:** Donald Harris, Patrol Captain
3. The Responsible Administrator for the County designated above and/or the Chairman of the Board of Supervisors is authorized to execute the subject Agreement.
4. The Sierra County Auditor is hereby authorized to pay said expenditure out of the Sheriff-Coroner Budget #5450.

**ADOPTED** by the Board of Supervisors of the County of Sierra on the 7<sup>st</sup> day of January, 2020, by the following vote:

AYES:  
NOES:  
ABSTAIN:  
ABSENT:

COUNTY OF SIERRA

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JIM BEARD, CHAIRMAN  
BOARD OF SUPERVISORS

ATTEST:

APPROVED AS TO FORM:

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HEATHER FOSTER  
CLERK TO THE BOARD

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DAVID PRENTICE  
COUNTY COUNSEL



FS Agreement No. 16-LE-11041701-007  
Mod 04

Cooperator Agreement No. \_\_\_\_\_

**EXHIBIT A**

**COOPERATIVE LAW ENFORCEMENT ANNUAL OPERATING & FINANCIAL PLAN**

**Between The  
SIERRA COUNTY SHERIFF'S OFFICE**

**And the  
USDA, FOREST SERVICE  
HUMBOLDT-TOIYABE NATIONAL FOREST**

**FY20 ANNUAL OPERATING AND FINANCIAL PLAN**

This Annual Operating and Financial Plan (Annual Operating Plan), is hereby made and entered into by and between the Sierra County Sheriff's Office, hereinafter referred to as the "Cooperator" and the USDA, Forest Service, Humboldt-Toiyabe National Forest, hereinafter referred to as the "U.S. Forest Service," under the provisions of Cooperative Law Enforcement Agreement #16-LE-11041701-007 executed on May 27, 2016. This Annual Operating Plan is made and agreed to as of the last date signed below and is for the period beginning on the last date of signature and ending December 31, 2020 unless modified during the annual review.

**FY20 Total Annual Operating Plan: \$8,000.00**

**I. GENERAL:**

- A. The following individuals shall be the designated and alternate representative(s) of each party, so designated to make or receive requests for special enforcement activities.



**Principal Cooperator Contacts:**

<b>Cooperator Program Contact</b>	<b>Cooperator Administrative Contact</b>
Mike Fisher, Sheriff-Coroner Sierra County Sheriff's Office PO Box 66 100 Courthouse Square Downieville, CA 95936 Telephone: (530) 289-3700 FAX: (530) 289-3318 Email: <a href="mailto:mikefisher@sierracounty.ca.gov">mikefisher@sierracounty.ca.gov</a>	TBA Sierra County Sheriff's Office PO Box 66 100 Courthouse Square Downieville, CA 95936 Telephone: (530) 289-3700 Fax: (530) 289-3318 Email: TBA

**Principal U.S. Forest Service Contacts:**

<b>U.S. Forest Service Program Manager Contact</b>	<b>U.S. Forest Service Administrative Contact</b>
Donald Harris Law Enforcement Patrol Captain Humboldt-Toiyabe National Forest 1200 Franklin Way Sparks, NV 89431 Telephone: (775) 355-5327 Email: <a href="mailto:donald.e.harris@usda.gov">donald.e.harris@usda.gov</a>	Ragan Hall R4 LE&I Administrative Assistant Intermountain Region 324 25 <sup>th</sup> Street Ogden, UT 84401 Telephone: (801)-625-5780 Email: <a href="mailto:ragan.hall@usda.gov">ragan.hall@usda.gov</a>
<p style="text-align: center;"><b>U.S. Forest Service Grants and Agreement Contact</b></p> Mallory Munz Grants Management Specialist Southwest ID & NV Acquisition Center 1249 S. Vinnell Way, Suite 200 Boise, ID 83709 Telephone: (208) 373-4289 Email: <a href="mailto:mallory.munz@usda.gov">mallory.munz@usda.gov</a>	

B. Reimbursement for all types of enforcement activities shall be at the following rates unless specifically stated otherwise:

- Wages at the prevailing rate of \$65.00/hour
- Overtime wages at the prevailing rate of \$98.00/hour
- Mileage rate of \$00.58 per mile (Sierra County mileage rate)

**PATROL ACTIVITIES:**

A. Time schedules for patrols will be flexible to allow for emergencies, other priorities, and day-to-day needs of both the Cooperator and the U.S. Forest Service. Ample time will be



spent in each area to make residents and visitors aware that law enforcement officers are in the vicinity.

1. Patrol on following U.S. Forest Service roads:
  - a. Long Valley and Dog Valley area.
2. Patrol in the following campgrounds, developed sites, or dispersed areas:
  1. Crystal Mine, all campgrounds, picnic area, recreation sites in the Long Valley and Dog Valley area.

Total reimbursement for this category shall not exceed the amount of: **\$8,000.00.**

Unused dispatch funds may be used for patrol activities, in which case the maximum reimbursement may not exceed the amount of: \$0.00.

## **II. TRAINING:**

*See Cooperative Law Enforcement Agreement Provision IV-K for additional information.*

Total reimbursement for this category shall not exceed the amount of: \$0.00

## **III. EQUIPMENT:**

*See Cooperative Law Enforcement Agreement Provisions IV-K, IV-L, and IV-M for additional information.*

Total reimbursement for this category shall not exceed the amount of: \$0.00

## **IV. SPECIAL ENFORCEMENT SITUATIONS:**

A. Special Enforcement Situations include but are not limited to: Fire Emergencies, Drug Enforcement, and certain Group Gatherings.

B. Funds available for special enforcement situations vary greatly from year to year and must be specifically requested and approved prior to any reimbursement being authorized. Requests for funds should be made to the U.S. Forest Service designated representative listed in Item I-A of this Annual Operating Plan. The designated representative will then notify the Cooperator whether funds will be authorized for reimbursement. If funds are authorized, the parties will then jointly prepare a revised Annual Operating Plan.

1. Drug Enforcement: This will be handled on a case by case basis. The request will normally come from the patrol Captain; however, it may come from the Special Agent in Charge or their designated representative. Reimbursement shall be made at the rates specified in Section I-B. Deputies assigned to the incident will coordinate all of their activities with the designated officer in charge of the incident.



- 2. **Group Gatherings:** This includes but is not limited to situations which are normally unanticipated or which typically include very short notices, large group gatherings such as rock concerts, demonstrations, and organization rendezvous. Upon authorization by a Forest Service representative listed in Section I-A for requested services of this nature, reimbursement shall be made at the rates specified in Section I-B. Deputies assigned to this type of incident will normally coordinate their activities with the designated officer in charge of the incident.

This includes but is not limited to situations which are normally unanticipated or which typically include very short notice, large group gatherings such as rock concerts, demonstrations, and organizational rendezvous.

**V. BILLING FREQUENCY:**

*See Cooperative Law Enforcement Agreement Provisions II-H and III-B for additional information.*

- A. The Cooperator shall bill the U.S. Forest Service on quarterly basis.
- B. Each statement shall display the Cooperator’s actual expenditures to date of the invoice, for each separate cost element as documented in the Annual Operating Plan. The invoice should be forwarded as follows:

**Submit original invoice(s) for payment to:**

USDA, Forest Service  
Albuquerque Service Center  
Payments – Grants & Agreements  
101B Sun Avenue NE  
Albuquerque, NM 87109  
FAX: (877) 687-4894  
Email: [sm.fs.asc\\_ga@usda.gov](mailto:sm.fs.asc_ga@usda.gov)

**Send copy to:**

Jon Knudson, Law Enforcement Officer  
Humboldt-Toiyabe National Forest  
1536 S Carson St  
Carson City, NV 89701  
Telephone: (775) 884-8113  
FAX: (775) 884-8199  
Email: [jon.knudson@usda.gov](mailto:jon.knudson@usda.gov)

Invoices should be short in length (i.e., 2 pages at most), but contain the following information in order to reduce the possibility of payment delays: your signature, your name, invoice date, invoice number, agreement number, period of performance, description of goods provided or services performed, dates of service, and amount of payment request.

- C. The following is a breakdown of the total estimated costs associated with this Annual Operating Plan.

Category	Estimated Costs	Not to Exceed by %
Patrol Activities	\$8,000.00	\$8,000.00
Training	\$0.00	\$0.00
Equipment	\$0.00	\$0.00



Special Enforcement Situations	\$0.00	\$0.00
<b>Total</b>	<b>\$8,000.00</b>	<b>\$8,000.00</b>

D. Any remaining funding in this Annual Operating Plan may be carried forward to the next fiscal year and will be available to spend through the term of the Cooperative Law Enforcement Agreement, or deobligated at the request of the U.S. Forest Service. Any funds not spent at the end of the 5 year Cooperative Law Enforcement Agreement will be de-obligated. *See Cooperative Law Enforcement Agreement Provision IV-C.*

E. By signature below, each party certifies that the individuals listed in this document as representatives of the individual parties are authorized to act in their respective areas for matters related to this agreement.

In witness whereof, the parties hereto have executed this Annual Operating Plan as of the last date written below.

MIKE FISHER, Sheriff-Coroner  
Sierra County Sheriff's Office

Date

WILLIAM A. DUNKELBERGER, Forest Supervisor  
U.S. Forest Service, Humboldt-Toiyabe National Forest

Date

SCOTT HARRIS, Special Agent in Charge  
U.S. Forest Service, Region 4

Date

The authority and format of this agreement have been reviewed and approved for signature. **16-LE-11041701-007 (Mod 04).**

  
MALLORY MUNZ  
U.S. Forest Service Grants Management Specialist

11/7/19  
Date



## Addendum A

### **U.S. Forest Service Fire Emergency Language & Billing Protocol Coop Law Enforcement Agreements / Annual Operating Plan**

#### **Fire Emergencies:**

During emergency fire suppression situations and upon request by the Forest Service pursuant to an incident resource order, the Cooperator agrees to provide special services beyond those provided under Section II-A, within the Cooperator's resource capabilities, for the enforcement of State and local laws related to the protection of persons and their property. The Cooperator will be compensated at the rate specified in Section I-B; the Forest Service will specify times and schedules. Upon concurrence of the local patrol Captain or their designated representative, an official from the Incident Management Team managing the incident, Cooperator personnel assigned to an incident where meals are provided will be entitled to such meals.

The below information provides the specific information on the procedures and requirements for requesting Fire Reimbursements from the U.S. Forest Service. Any questions or clarifications necessary concerning incident/fire emergencies should be directed to the contacts listed below:

During fire emergencies, the Forest Service will reimburse the Cooperator for actual costs incurred for providing assistance requested by either the Agency Administrator or Incident Commander.

Reimbursement for personnel wages and services are based upon the information in the resource order and must identify the number of road blocks, number of personnel required, hours and time frame required and must be ordered by the Incident Commander or Agency Administrator. A copy of the resource order generated for the request for assistance will be provided by FS dispatch to the County. It is critically important that the IMT, Agency Administrator, and the Sheriff /County Official agree to what emergency services are needed and listed in the Resource Order and Incident Action Plans for each day until this resource is no longer required.

Upon request of the Agency Administrator or Incident Commander, a County designated Liaison(s) to the fire incident(s) may be established. The liaison will be requested via an incident resource order. The Liaison(s) primary duties, on behalf of the County Sheriff, will be to attend public meetings, planning and IC meetings. Eligible costs for reimbursement will include personnel time and mileage when fulfilling the liaison duties.

If meals and lodging are required for county officials, authorization must be documented using the standard fire meals and lodging authorization forms provided by the host fire unit.

Administrative support (e.g. posting incident time, delivering meals, bill preparation, etc.) will be reimbursed on an actual cost basis. The Cooperator will prepare and submit an itemized accounting of actual cost as part of the reimbursement request.

What is not eligible for reimbursement?

1. Law enforcement duties that are within the normal jurisdictional responsibilities such as enforcement, patrols, evacuation.
2. Automotive repairs, tires, and services are covered in the mileage rate.

**Billing Protocol:**

Documentation required to be submitted by the Cooperator to the FS for payment processing:

- Resource Order. Resource order will state what kind of assistance is ordered, how many people requested, and the time period for the services as ordered by the IC or Agency Administrator.
- Copy of Law Enforcement Agreement and Annual Operating Plan.
- DUNS number.
- Tax ID number.
- Breakout of actual costs:
  - Salary – Daily Crew Time Reports, Payroll summary by hours per day or timesheets of personnel.
  - Supplies – Copies of receipts with date and description of items purchased and FS authorization (S# or FS Signature) for purchase.
  - Mileage – Summary by day by vehicle and personnel using the vehicle

**For questions concerning incident/fire emergencies, please contact:**

Gwen Sanchez, Forest Fire Management Officer  
Humboldt-Toiyabe National Forest  
1200 Franklin Way  
Sparks, NV 89431  
[Gwen.sanchez@usda.gov](mailto:Gwen.sanchez@usda.gov)

**BILLINGS FOR FIRE ARE NOT TO BE SUBMITTED TO THE  
[SM.FS.ASC\\_GA@USDA.GOV](mailto:SM.FS.ASC_GA@USDA.GOV) UNDER THE OBLIGATION ESTABLISHED THROUGH THE  
COOPERATIVE LAW ENFORCEMENT AGREEMENT.**

Please coordinate remittance of billings to the Albuquerque Service Center, Incident Finance Branch through the local Fire Business Manager, **Irene Burkholder, Humboldt-Toiyabe National Forest, 370 American Avenue, 1200 Franklin Way Sparks, NV 89431, (775) 355-5364, [irene.burkholder@usda.gov](mailto:irene.burkholder@usda.gov)**. Invoices must include the information identified above in the Billing Protocol section in order to be processed in a timely manner.

**Burden Statement**

According to the Paperwork Reduction Act of 1995, an agency may not conduct or sponsor, and a person is not required to respond to a collection of information unless it displays a valid OMB control number. The valid OMB control number for this information collection is 0596-0217. The time required to complete this information collection is estimated to average 3 hours per response, including the time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information.

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, political beliefs, reprisal, or because all or part of an individual's income is derived from any public assistance. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at 202-720-2600 (voice and TDD).

To file a complaint of discrimination, write USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call toll free (866) 632-9992 (voice). TDD users can contact USDA through local relay or the Federal relay at (800) 877-8339 (TDD) or (866) 377-8642 (relay voice). USDA is an equal opportunity provider and employer.

**Sierra County  
Board of Supervisors'  
Agenda Transmittal &  
Record of Proceedings**

<b>MEETING DATE:</b> January 7, 2020	<b>TYPE OF AGENDA ITEM:</b> <input type="checkbox"/> Regular <input type="checkbox"/> Timed <input checked="" type="checkbox"/> Consent
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**DEPARTMENT:** Sheriff's Office  
**APPROVING PARTY:** Mike Fisher - Sheriff  
**PHONE NUMBER:** (530) 289-3700

**AGENDA ITEM:** Resolution authorizing a Petty Cash Fund for the Sheriff's Office.

**SUPPORTIVE DOCUMENTS ATTACHED:**  Memo  Resolution  Agreement  Other

**BACKGROUND INFORMATION:** Sheriff's office needs to have a petty cash fund in the amount of \$500.00 for making change and for situations such impromptu inmate transports and trainings out of the area

**FUNDING SOURCE:** Sheriff Budget  
**GENERAL FUND IMPACT:** No General Fund Impact  
**OTHER FUND:**  
**AMOUNT:** \$500.00 One Time Expense

<b>ARE ADDITIONAL PERSONNEL REQUIRED?</b>  <input type="checkbox"/> Yes, -- -- <input checked="" type="checkbox"/> No	<b>IS THIS ITEM ALLOCATED IN THE BUDGET?</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No  <b>IS A BUDGET TRANSFER REQUIRED?</b> <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No
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**SPACE BELOW FOR CLERK'S USE**

<b>BOARD ACTION:</b> <input type="checkbox"/> Approved <input type="checkbox"/> Approved as amended <input type="checkbox"/> Adopted <input type="checkbox"/> Adopted as amended <input type="checkbox"/> Denied <input type="checkbox"/> Other <input type="checkbox"/> No Action Taken	<input type="checkbox"/> Set public hearing For: _____ <input type="checkbox"/> Direction to: _____ <input type="checkbox"/> Referred to: _____ <input type="checkbox"/> Continued to: _____ <input type="checkbox"/> Authorization given to: _____	Resolution 2020- _____ Agreement 2020- _____ Ordinance _____ Vote: Ayes: Noes: Abstain: Absent: <input type="checkbox"/> By Consensus
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**COMMENTS:**  
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\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
CLERK TO THE BOARD

\_\_\_\_\_  
DATE

**BOARD OF SUPERVISORS, COUNTY OF SIERRA, STATE OF CALIFORNIA**

**RESOLUTION APPROVING A PETTY CASH FUND FOR THE  
SIERRA COUNTY SHERIFF'S OFFICE**

**Resolution 2020-**

**WHEREAS**, the Government Code authorizes the establishment of a petty cash fund for County offices; and

**WHEREAS**, Sheriff's office needs to have a petty cash fund in the amount of \$500.00 for making change and for situations such impromptu inmate transports and trainings out of the area.

**NOW THEREFORE BE IT RESOLVED** that the Sierra County Board of Supervisors, County of Sierra, State of California does hereby authorize the Sierra County Auditor's office to provide the Sheriff's office with \$500.00 cash taken from the Sheriff's office budget to establish the Sheriff's office petty cash fund.

**ADOPTED** by the Board of Supervisors of the County of Sierra on the 7<sup>th</sup> day of January 2020, by the following vote:

AYES:  
NOES:  
ABSTAIN:  
ABSENT:

COUNTY OF SIERRA

\_\_\_\_\_  
JIM BEARD, CHAIRMAN  
BOARD OF SUPERVISORS

ATTEST:

APPROVED AS TO FORM:

\_\_\_\_\_  
HEATHER FOSTER  
CLERK TO THE BOARD

\_\_\_\_\_  
DAVID PRENTICE  
COUNTY COUNSEL

**Sierra County  
Board of Supervisors'  
Agenda Transmittal &  
Record of Proceedings**

<b>MEETING DATE:</b> January 7, 2020	<b>TYPE OF AGENDA ITEM:</b> <input type="checkbox"/> Regular <input type="checkbox"/> Timed <input checked="" type="checkbox"/> Consent
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**DEPARTMENT:** Clerk-Recorder/Elections  
**APPROVING PARTY:** Heather Foster, Clerk-Recorder  
**PHONE NUMBER:** 530-289-3295

**AGENDA ITEM:** Resolution authorizing the Auditor to make certain changes to the Clerk-Recorder's 2019/2020 Final Budget for overtime.

**SUPPORTIVE DOCUMENTS ATTACHED:**  Memo  Resolution  Agreement  Other

**BACKGROUND INFORMATION:** The Clerk's office has been down one staff member for some time and with the upcoming March 2020 Presidential Primary Election and ongoing duties within the office it is necessary for staff to work overtime in order to complete all of the necessary tasks within the office and meet critical deadlines as they pertain to the election. There is no general fund impact due to savings from not having an authorized FTE position filled in the office.

**FUNDING SOURCE:** General Fund  
**GENERAL FUND IMPACT:** No General Fund Impact  
**OTHER FUND:**  
**AMOUNT:** \$ 5,000 N/A

**ARE ADDITIONAL PERSONNEL REQUIRED?**

Yes, -- --  
 No

**IS THIS ITEM ALLOCATED IN THE BUDGET?**  Yes  No

**IS A BUDGET TRANSFER REQUIRED?**  Yes  No

**SPACE BELOW FOR CLERK'S USE**

**BOARD ACTION:**

- Approved
- Approved as amended
- Adopted
- Adopted as amended
- Denied
- Other
- No Action Taken

- Set public hearing  
For: \_\_\_\_\_
- Direction to: \_\_\_\_\_
- Referred to: \_\_\_\_\_
- Continued to: \_\_\_\_\_
- Authorization given to:  
\_\_\_\_\_

Resolution 2020- \_\_\_\_\_  
Agreement 2020- \_\_\_\_\_  
Ordinance \_\_\_\_\_  
Vote:  
Ayes:  
Noes:  
Abstain:  
Absent:  
 By Consensus

**COMMENTS:**

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\_\_\_\_\_  
CLERK TO THE BOARD

\_\_\_\_\_  
DATE

**BOARD OF SUPERVISORS, COUNTY OF SIERRA, STATE OF CALIFORNIA**

**IN THE MATTER OF AUTHORIZING THE  
AUDITOR TO MAKE CERTAIN CHANGES TO THE  
CLERK-RECORDER'S 2019/2020 FINAL BUDGET  
FOR OVERTIME**

**RESOLUTION NO. 20-**

**WHEREAS**, the Board of Supervisors may authorize the Auditor to make budget changes pursuant to Government Code § 29125, and

**NOW THEREFORE BE IT RESOLVED**, that the Auditor is hereby authorized to adjust the 2019/20 Final Budget transfers for the below noted funds:

Appropriations:

Increase:

0015430	5002	Overtime	\$5,000
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Decrease:

0015430	5000	Regular Wages	\$5,000
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**ADOPTED** by the Board of Supervisors of the County of Sierra, State of California on the 7<sup>th</sup> day of January, 2020 by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

COUNTY OF SIERRA

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JIM BEARD, CHAIR  
BOARD OF SUPERVISORS

ATTEST:

APPROVED AS TO FORM:

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HEATHER FOSTER  
CLERK OF THE BOARD

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DAVID PRENTICE  
COUNTY COUNSEL

**Sierra County  
Board of Supervisors'  
Agenda Transmittal &  
Record of Proceedings**

<b>MEETING DATE:</b> January 7, 2020	<b>TYPE OF AGENDA ITEM:</b> <input type="checkbox"/> Regular <input type="checkbox"/> Timed <input checked="" type="checkbox"/> Consent
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**DEPARTMENT:** Clerk-Recorder/Elections  
**APPROVING PARTY:** Heather Foster, Clerk-Recorder  
**PHONE NUMBER:** 530-289-3295

**AGENDA ITEM:** Minutes from the regular meeting held on December 3, 2019.

**SUPPORTIVE DOCUMENTS ATTACHED:**  Memo  Resolution  Agreement  Other

**BACKGROUND INFORMATION:**

**FUNDING SOURCE:**  
**GENERAL FUND IMPACT:** No General Fund Impact  
**OTHER FUND:**  
**AMOUNT:** \$ N/A

**ARE ADDITIONAL PERSONNEL REQUIRED?**  
  
 Yes, -- --  
 No

**IS THIS ITEM ALLOCATED IN THE BUDGET?**  Yes  No  
  
**IS A BUDGET TRANSFER REQUIRED?**  Yes  No

**SPACE BELOW FOR CLERK'S USE**

<p><b>BOARD ACTION:</b> <input type="checkbox"/> Approved <input type="checkbox"/> Approved as amended <input type="checkbox"/> Adopted <input type="checkbox"/> Adopted as amended <input type="checkbox"/> Denied <input type="checkbox"/> Other <input type="checkbox"/> No Action Taken</p>	<p><input type="checkbox"/> Set public hearing For: _____ <input type="checkbox"/> Direction to: _____ <input type="checkbox"/> Referred to: _____ <input type="checkbox"/> Continued to: _____ <input type="checkbox"/> Authorization given to: _____</p>	<p>Resolution 2020- _____ Agreement 2020- _____ Ordinance _____ Vote: Ayes: Noes: Abstain: Absent: <input type="checkbox"/> By Consensus</p>
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**COMMENTS:**

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\_\_\_\_\_  
CLERK TO THE BOARD

\_\_\_\_\_  
DATE

Minutes to be distributed  
under separate cover  
and/or at meeting.