



STATE OF CALIFORNIA, COUNTY OF SIERRA  
BOARD OF SUPERVISORS  
AGENDA  
REGULAR TELECONFERENCE 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 - 209-479-2770 - [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 May 5, 2020. This meeting will be recorded for posting on the Board of Supervisors' website at [www.sierracounty.ca.gov](http://www.sierracounty.ca.gov).

**In accordance with the Governor's Executive Order pertaining to the convening of public meetings in response to the COVID-19 pandemic, the Board of Supervisors will hold meetings via teleconference. The Board of Supervisors' Chambers will remain closed until further notice.**

**The public may observe and provide public comments by using the WebEx options below:**

**By Phone: 1-408-418-9388**

**Access Code: 965 205 748**

**By PC: <https://tinyurl.com/050520bos>**

**Access Code: 965 205 748**

**NOTICE**

Accommodations for individuals with disabilities, as required by Section 202 of the Americans with Disabilities Act of 1990 and the Federal Rules and Regulations adopted in implementation thereof, can be made with the Clerk of the Board and CA Relay Services 711 prior to the meeting. The Clerk of the Board may be reached at 530-289-3295 or at the following address:

Heather Foster  
Clerk of the Board of Supervisors  
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
- 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.

### **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. BEHAVIORAL HEALTH - LEA SALAS**

- 6.A. Professional Services Agreement between North American Mental Health Services (NAMHS) and County of Sierra for telepsychiatry services.

Documents:

[NAMHS Board.pdf](#)

### **7. HEALTH & SOCIAL SERVICES - VICKIE CLARK**

- 7.A. Resolution authorizing the acceptance of additional COVID-19 Crisis Response Funding.

Documents:

[2nd Round COVID 19 Funding Board.pdf](#)

- 7.B. Approval of the County Medical Services Program (CMSP) COVID-19 Emergency Response Grant (CERG) Program Application.

Documents:

[CMSP CERG Application Board.pdf](#)

## **8. PUBLIC WORKS/TRANSPORTATION - TIM BEALS**

- 8.A. License Agreement (Public Safety Power Shutoff) with Pacific Gas and Electric Company for use of the Nevada Street Parking Lot located at Highway 49 and Nevada Street as a customer resource center during public safety power shutoff events.

Documents:

[License Agreement PSPS.Item.pdf](#)

## **9. BOARD OF SUPERVISORS**

- 9.A. CONTINUED COVID-19 PUBLIC HEALTH EMERGENCY UPDATE: Report from Sierra County Public Health, County Office of Emergency Services, County Department Managers, Forest Service Representatives, and other local agencies on recent developments relating to the COVID-19 Public Health Emergency and possible action/direction to staff. (CLERK OF THE BOARD)

Documents:

[COVID-19 Item.pdf](#)

- 9.B. Declaration of vacancy on the Sierra County Fish and Wildlife Commission and direction to Clerk to advertise said vacancy. (SUPERVISOR HUEBNER)

Documents:

[FW Commission Vacancy.pdf](#)

- 9.C. Discussion/action on letter from the Wildlife Conservation Board (WCB) proposing land acquisition adjacent to the Smithneck Creek Wildlife Area. (SUPERVISOR ROEN)

Documents:

[Smithneck Creek Wildlife Area Project.pdf](#)

## **10. COUNTY BOARD OF SUPERVISORS AND COUNTY SERVICE AREAS JOINT MEETING**

Board of Supervisors to convene as the County Service Area (CSA) Board of Directors and to hold joint meetings as both the County Board of Supervisors and the CSA Board of Directors.

- 10.A. Discussion/adoption of resolution commencing proceedings under the County Service Area Law to create a County service area zone within existing County Service Area 4 for the creation of an assessment on improved property for an emergency services assessment to partially fund a professional services agreement between the Sierra County Fire Protection District #1, Sierra County, and Truckee Meadows Fire Protection District to include the unincorporated communities of Long Valley, Verdi, and other individual properties located within the portions of Sierra County located within the extreme eastern region of Sierra County as described by map included within the resolution proposed for consideration.

Documents:

[CSA zone.pdf](#)

#### 11. CLOSED SESSION

- 11.A. Closed session pursuant to Government Code Section 54956.9(a) - conference with legal counsel regarding the following litigation: ARP - Loyalton Cogen LLC Chapter 11 Bankruptcy - United States Bankruptcy Court Central District Case No. 8:20-bk-10535-ES.

Documents:

[Closed Session ARP BK.pdf](#)

#### 12. TIMED ITEMS

- 12.A. 10:00 AM INCORPORATED SENIOR CITIZENS

Presentation by Carolyn Widman, Executive Director of Incorporated Senior Citizens, on the Loyalton Senior Center's efforts to meet the needs of the community during the COVID-19 pandemic. (SUPERVISOR DRYDEN)

Documents:

[Inc Seniors Presentation.pdf](#)

#### 13. 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.

- 13.A. Addendum to the Memorandum of Understanding between California Health and Wellness Plan (CHWP) and the County of Sierra for coordination of services for screening, referral, coordination and delivery of alcohol and other drug services for Medi-Cal beneficiaries. (BEHAVIORAL HEALTH)

Documents:

[CHWP Addendum Board.pdf](#)

- 13.B. Memorandum of Understanding between California Health and Wellness Plan and County of Sierra for coordination of services for delivery of specialty mental health services to members served by both parties. (BEHAVIORAL HEALTH)

Documents:

[CHWP Board.pdf](#)

- 13.C. Resolution authorizing the Sierra County Auditor to make certain changes to the 2019-2020 Final Budget - Coronavirus Preparedness and Response Supplemental Appropriations Act funding. (PUBLIC HEALTH)

Documents:

[2nd Round COVID 19 Transfer Board.pdf](#)

- 13.D. Resolution rescinding Resolution 2020-049 and certifying County roads contained in maintained mileage system for submittal to the State of California. (PUBLIC WORKS)

Documents:

[Maintained Mileage Item.pdf](#)

- 13.E. Resolution rescinding Resolution 2020-039 and Agreement 2020-025 and approving revised Lease Option Renewal, Fifth Amendment with Pacific Bell for use of property at Sierra City Community Park. (PUBLIC WORKS)

Documents:

[ATT Lease Updated.pdf](#)

- 13.F. Resolution rescinding Agreement 2020-032 and approving revised agreement with SPI for continued use of Plum Valley Park as a county facility. (PUBLIC WORKS)

Documents:

[Plum Valley Agm.pdf](#)

- 13.G. Approval of expenditure in the amount of \$8,568.79 to Light Foot Truck Repair, Inc. for radiator replacement and related parts and labor for Road Department vehicle #279, a water truck. (PUBLIC WORKS)

Documents:

[Repair.Item.pdf](#)

- 13.H. Minutes from the special meeting held on March 20, 2020. (CLERK-RECORDER)

Documents:

[03202020 minutes.pdf](#)

- 13.I. Minutes from the special meeting held on March 31, 2020. (CLERK-RECORDER)

Documents:

[03312020 minutes.pdf](#)

**ADJOURN**

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

<b>MEETING DATE:</b> May 5, 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:** Behavioral Health  
**APPROVING PARTY:** Lea Salas, Administrative Director  
**PHONE NUMBER:** (530) 993-6746

**AGENDA ITEM:** Professional Services Agreement between North American Mental Health Services (NAMHS) and County of Sierra for Telepsychiatry services.

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

**BACKGROUND INFORMATION:** Please see attached memo

**FUNDING SOURCE:** 0515670  
**GENERAL FUND IMPACT:** No General Fund Impact  
**OTHER FUND:** 5671  
**AMOUNT:** \$73,800.00 Annually

**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></p> <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

# Memorandum

**To:** Sierra County Board of Supervisors  
**From:** Lea Salas, Administrative Director  
**Reference:** Agenda Item  
**Date of memo:** April 28, 2020  
**Date of Board Meeting:** May 5, 2020

**Requested Action:** Professional Services Agreement between North American Mental Health Services (NAMHS) and County of Sierra for Telepsychiatry services.

**Mandated by:**

## Funding

Budgeted? Yes  No

Revenue	\$73,800.00	Mental Health and Mental Health Services Act
Expenses	\$73,800.00	Mental Health and Mental Health Services Act
Difference	0	

**Background Information:** This is a new agreement which is replacing a previous agreement for Telepsychiatry services. This agreement allows Sierra County to have the specialized mental health services available on both sides of the County serving our Medi-Cal, uninsured and indigent population.

**Potential Issues to consider:** None

**Alternatives or Impacts of disapproval:** Sierra County would not have psychiatric services available on the west side of the County.

**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

NORTH AMERICAN MENTAL HEALTH SERVICES (NAMHS)  
("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 auditing and accounting 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: May 1, 2020

Termination Date: June 30, 2021

**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. Thomas Andrews, M.D. 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

**9. AGREEMENT DATE.** The Agreement Date is May 1, 2020 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 \_\_\_\_\_  
JIM BEARD, CHAIRMAN  
Sierra County Board of Supervisors

\_\_\_\_\_  
THOMAS J ANDREWS, M.D.  
President/Owner

ATTEST:

APPROVED AS TO FORM:

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

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

## ATTACHMENT A

### A.1 SCOPE OF SERVICES AND DUTIES.

**Services.** Pursuant to the terms of this Agreement, NAMHS shall employ, or otherwise arrange for, services of provider(s), to conduct on-site visits for the purpose of delivering direct patient care services as well as Tele-psychiatry on an as needed/emergency basis, as agreed upon by both parties.

**Professional Medical Services.** Sierra County Behavioral Health hereby grants the right to NAMHS to employ, or otherwise arrange for the services of, provider(s), and hereby grants the right to provide professional medical services. Services shall include:

- Psychiatry services through Tele-psychiatry or on-site, consisting of psychiatric/medication evaluations, prescribing and monitoring medications for clients with mental health and substance abuse disorders.
- Services may include psychological evaluation and testing through Tele-psychiatry on an as-needed basis
- Therapy services may also be provided through Tele-Therapy or face to face on an as needed basis.

**Contractor Services.** NAMHS to render the following services:

- Psychiatric evaluation and follow up, including laboratory evaluation
- Pharmaceutical Management including medication pre-authorizations
- Drug and alcohol treatment when necessary
- Child and adolescent treatment along with the follow up and management
- Refills of medication with the assistance of Sierra County Behavioral Health, if needed. Provide consultation for “call backs”, which are screened by Sierra County Behavioral Health. Phone consultation will be provided on an as needed basis for emergency or urgent evaluations.

**Duties of Contractor.** During the term of this agreement, NAMHS shall have the obligation to:

- The above services will be performed at the Sierra County Behavioral Health clinics onsite or through Telemedicine on an as needed/emergency basis, as deemed appropriate by the Corporation.
- Use of Sierra County Behavioral Health Electronic Health Records (EHR). NAMHS shall document services provided under this Agreement in Sierra County Behavioral Health EHR no more than 30 days from the date of service.
- NAMHS will provide malpractice coverage of \$1,000,000,000 and \$3,000,000,000 respectively, for each psychiatric provider employed by contractor.

### 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. Scheduling will be agreed upon by both parties. Both parties agree to provide a minimum of 20 hours per month unless there is mutual agreement in advance to change the hours provided. In absence of a mutual agreement to change the number of hours in a specified day, Sierra County Behavioral Health agrees to compensate NAMHS for the previous agreed time. Additional service hours above the minimum may be mutually agreed upon by the parties.

**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.**

Sierra County Behavioral Health to provide the following:

- Billing services, as outlined in "Payment for Services"
- Exam rooms or Consultation rooms for providers to conduct psychiatric evaluations and psychological evaluations/groups
- Equipment for medical assistant or other appropriate staff to screen patients, including but not limited to, vitals or toxicology screenings
- Access to EHR system for psychiatry providers and support staff
- Support staff at Sierra County Behavioral Health to coordinate and assist with the flow of psychiatric patients at the clinical site
- Patient Consent. Sierra County Behavioral Health shall obtain patient consent for all tele-psychiatry consistent with current laws and regulations.

Duties of Sierra County Behavioral Health

- Sierra County Behavioral Health shall cooperate with NAMHS to facilitate the provision of services pursuant to this agreement.
- Sierra County Behavioral Health shall provide to NAMHS with access to the Sierra County Behavioral Health EHR system, EHR user manuals, access to EHR technical assistance services, and such training as necessary for provider(s) to use the EHR.
- At its sole cost and expense, Sierra County Behavioral Health shall provide space and equipment for the delivery of services when services are provided at the Sierra County Behavioral Health office.
- Prior to rendering of professional services, Sierra County Behavioral Health shall provide NAMHS with access to the EHR of any patient who receive tele-psychiatric services under this Agreement, including any assessments completed, progress notes and treatment plans.
- Sierra County Behavioral Health shall maintain, throughout the term of this Agreement, policies of General Liability and Worker's Compensation Insurance.
- Worker's Compensation insurance in an amount and form to meet all applicable requirements of the Labor Code of the State of California.

**ATTACHMENT B  
PAYMENT**

COUNTY shall pay CONTRACTOR as follows:

**B.1 BASE CONTRACT FEE.** COUNTY shall pay CONTRACTOR a contract fee of two hundred sixty dollars (\$260.00) per hour for an MD, two hundred twenty dollars (\$220.00) per hour for an NP/PA or Psychologist, and one hundred seventy-five (\$175.00) per hour for an LMFT/LCSW. 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 seventy-two thousand eight hundred dollars (\$72,800.00) 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	\$ 72,800.00
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		\$ 73,800.00

## 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).

**CONTRACTOR** must attend Culturally and Linguistically Appropriate Services (CLAS Standards), Health Insurance Portability and Accountability Act (HIPAA), Cultural Competency and Title 22 trainings to meet State and Federal requirements.

## 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 withhold 7% or pay on behalf of CONTRACTOR state tax owed by CONTRACTOR according to R&TC 18 662 for Independent Contract work provided in California while residing in another state.

**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 CONTRACTOR 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.

YES **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 Drawer D  
Downieville, CA 95936

If to "CONTRACTOR":  
  
North American Mental Health Services  
Thomas J Andrews, M.D.  
2165 Larkspur Drive  
Redding, CA 96002

North American Mental Health Services  
 Thomas J Andrews, M.D.  
 2165 Larkspur Drive  
 Redding, CA 96002

# INVOICE

DATE:

**FOR:**  
 Consultation & Clinical Services

DESCRIPTION	Dates	Hours	AMOUNT
Consultation & Clinical Services			
	TOTAL		

Please make checks payable to:  
 North American Mental Health Services

Thank you

# SIERRA COUNTY

## Business Associates Agreement

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This Agreement is entered into this 1st day of May, 2020, 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 North American Mental Health Services (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 be covered by 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 not 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: North American Mental Health Services  
Thomas J Andrews, M.D.  
2165 Larkspur Drive  
Redding, CA 96002

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

“COUNTY”

“CONTRACTOR”

COUNTY OF SIERRA

\_\_\_\_\_  
Jim Beard, Chairman  
Sierra County Board of Supervisors

\_\_\_\_\_  
Thomas J. Andrews, M.D., President/Owner

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> May 5, 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:** Public Health  
**APPROVING PARTY:** Vickie Clark, Director  
**PHONE NUMBER:** (530) 993-6700

**AGENDA ITEM:** Resolution of the Board of Supervisors of the County of Sierra Authorizing the Acceptance of additional COVID-19 Crisis Response Funding

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

**BACKGROUND INFORMATION:** Please see attached memo

**FUNDING SOURCE:** 0515610

**GENERAL FUND IMPACT:** No General Fund Impact

**OTHER FUND:** COVID

**AMOUNT:** \$ 150,462.00 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 checked="" type="checkbox"/> Yes <input 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

# Memorandum

**To: Sierra County Board of Supervisors**

**From: Vickie Clark, Director**

**Reference: Agenda Item**

**Date of memo: April 22, 2020**

**Date of Board Meeting: May 5, 2020**

**Requested Action: Resolution of the Board of Supervisors of the County of Sierra Authorizing the Acceptance of additional COVID-19 Crisis Response Funding**

**Mandated by:** Section 311(c)(1) of the Public Health Services Act (42 USC 243 (c)(1), Coronavirus Preparedness and Response Supplemental Appropriations Act, 2020 (P.L. 116-123)

## Funding

**Budgeted? YesX No**

<b>Revenue</b>	\$150,462.00	
<b>Expenses</b>	\$150,462.00	
<b>Difference</b>	0	

**Background Information:** On March 6, 2020, the President signed into law the Coronavirus Preparedness and Response Supplemental Appropriations Act, 2020 (P.L. 116-123)(Coronavirus Supplemental). This act provides funding to prevent, prepare for, and respond to Corona Virus Disease 2019 (COVID-19). Sierra County was allocated an additional \$150,462.00 for the period of March 5, 2020 through March 15, 2021. The funding is intended to carry out incident management for early crisis response, jurisdictional recovery, information management, countermeasures and mitigation, surge management and biosurveillance.

**Potential Issues to consider:** None

**Alternatives or Impacts of disapproval:**

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

**RESOLUTION NO. \_\_\_\_\_**

**RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF SIERRA  
AUTHORIZING THE ACCEPTANCE OF ADDITIONAL COVID-19 CRISIS RESPONSE  
FUNDING**

**WHEREAS**, on March 6, 2020, the President signed into law the Coronavirus Preparedness and Response Supplemental Appropriations Act, 2020 (P.L. 116-123)(Coronavirus Supplemental). This act provides funding to prevent, prepare for, and respond to Corona Virus Disease 2019 (COVID-19).

**WHEREAS**, to support governmental public health emergency response to COVID-19, the Centers for Disease Control and Prevention (CDC) is awarding funding to provide resources to prevent, prepare for, and respond to COVID-19.

**WHEREAS**, The Emergency Preparedness Office (EPO) is allocating an additional \$150,462.00 to the County of Sierra.

**NOW THEREFORE BE IT RESOLVED**, the Sierra County Board of Supervisors authorizes the acceptance of the COVID-19 Crisis Response funding.

**ADOPTED** by the Board of Supervisors of the County of Sierra, State of California on the 5th day of May, 2020, by the following vote:

**AYES:  
NOES:  
ABSTAIN:  
ABSENT:**

\_\_\_\_\_  
JIM BEARD  
Chairman, Board of Supervisors

\_\_\_\_\_  
Date

**ATTEST:**

**APPROVED AS TO FORM:**

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

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



Sonia Angell  
State Public Health Officer & Director

State of California—Health and Human Services Agency  
California Department of Public Health



GAVIN NEWSOM  
Governor

Invoice Cover Sheet

Directions:

Please note the unsigned copy of the COVERSHEET is no longer required when submitting your Invoices.

Invoice Information			
Invoice Date	04/21/20	Invoice Number	19104COVID
Total Amount to Pay	\$150,462.00	Expedite	Expedite Request
Supplier Information			
Type	CO-Contract	Supplier Name	County of Sierra
FI\$Cal ID:	12009	and/or	
Federal Funds	Yes	Supplier ID	12009
Invoice Coding Information			
Enactment Year		Reporting Structure	42657410
Service Location		Program #	
Account		Alternate Account	
Project ID		Activity ID	

Comments:

This invoice is to be paid to:	
Amount to be Paid	\$150,462.00
Speedchart	19ULT50103
Service Location	50103
Fund	890
Reference	111
ENY	2019
Program	4040
Project ID	426511103L00000
Activity ID	WP19PCA50103000
DGS	N/A
Budget Period	19/20

Approved/Received:

*Melissa Relles*

Date:

*4/17/20*

Print Name: Melissa Relles , Acting Assistant Deputy Director

**COVID- 19 INVOICE**

California Department of Public Health  
 Emergency Preparedness Office  
 Email Scanned Copy to: [LHBTProg@cdph.ca.g](mailto:LHBTProg@cdph.ca.g)

Date: 4/15/2020

**Award Number:** COVID-19-4601

**County Name/Address (to send warrant)**

Check if remittance address changed since last Invoice

Sierra County Public Health

P.O. Box 376

Downieville, CA 95936

**Contract Term:** 03/05/2020 - 03/15/2021

**Billing Period:** 03/05/2020 - 03/15/2021

**EPO Invoice Number:** 19104COVID

**Telephone:** (530)993-8734

**FI\$Cal ID #:** 12009

COVID-19 Allocation	County Request	Remaining Balance
\$ 150,462.00	\$ 150,462.00	\$ -
<b>Total Amount Due:</b>		<b>\$ 150,462.00</b>

I certify that this claim is in all respects true, correct, supportable by available documentation, and in compliance with all terms/conditions, laws, and regulations governing its payment.

Victoria A. Clark / Director  
 Printed Name and Title of Authorized Representative

Victoria A. Clark 4/15/20  
 Signature and Date of Authorized Representative

EPO Use Only	
Service Location: <u>50103</u>	Please Pay: <u>1150462.00</u>

**State Certification:** I hereby certify that the above referenced local health department has met all requirements for submission of its application, related documents, and certifications and is eligible to receive this payment. The application, related documents, approvals, and requests for payment are maintained by CDPH, Emergency Preparedness Office, for five (5) years for audit purposes as required by the State Controller's Office.

Melissa Relles  
 Signature

Melissa Relles, Acting Assistant Deputy Director  
 Emergency Preparedness Office  
 California Department of Public Health



State of California—Health and Human Services Agency  
California Department of Public Health

SONIA Y. ANGELL, MD, MPH  
State Public Health Officer & Director



GAVIN NEWSOM  
Governor

April 13, 2020

Dr. Celia Sutton-Pado  
Health Officer  
County of Sierra  
202 Front Street  
Loyalton, CA 96118

**Authority:**

Section 311(c)(1) of the Public Health Service Act  
(42 USC 243(c)(1))

Coronavirus Preparedness and Response Supplemental Appropriations Act, 2020 (P.L. 116-123)

Dear Dr. Celia Sutton-Pado:

**COVID-19 Crisis Response Funding  
Award Number COVID-19-4601 County of Sierra**

This letter covers COVID-19 Crisis Response reimbursement information for the period of March 5, 2020 through March 15, 2021. The Emergency Preparedness Office (EPO) has received another installment of this funding and is allocating an additional **\$150,462 to County of Sierra** in order to support your greatest response needs to prevent, prepare for, and respond to COVID-19. This allocation and your previous allocation, brings your total allocation to **\$302,643**.

Your Agency may use discretion to allocate this funding to your highest priority response needs in the following categories (Attachment 1 – Allowable Activities):

- Incident Management for Early Crisis Response;
- Jurisdictional Recovery;
- Information Management;
- Countermeasures and Mitigation;
- Surge Management; and
- Biosurveillance

The following costs are unallowable:

- Research;
- Clinical care except as provided above in connection with countermeasures and mitigation; and
- Publicity and propaganda (lobbying):
  - Other than for normal and recognized executive-legislative relationships, no funds may be used for:



- publicity or propaganda purposes, for the preparation, distribution, or use of any material designated to support or defeat the enactment of legislation before any legislative body; and
- the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before any legislative body.

EPO will reimburse your Agency within 72 hours of invoice receipt. In order to receive your allocation, please complete and submit your invoice (Attachment 2 – Invoice) as soon as possible to: [LHBTProg@cdph.ca.gov](mailto:LHBTProg@cdph.ca.gov).

**Please Submit the following to EPO:**

1. Invoice requesting reimbursement at your Agency's full allocation. Use the attached COVID-19 Invoice. Submit your invoice to: [LHBTProg@cdph.ca.gov](mailto:LHBTProg@cdph.ca.gov).
2. By April 17, 2020, submit a revised spend plan against your total allocation (Attachment 3 – Spend Plan) to: [LHPTProg@cdph.ca.gov](mailto:LHPTProg@cdph.ca.gov).
  - Personnel supported with this funding should not duplicate efforts across other federal grants; exceed 1.0 FTE across all funding sources; and salary is kept below \$189k as required by the funder.
  - Please maintain any supporting documentation for expenditures against this funding.
3. By April 23, 2020, submit a work plan for your total allocation (Attachment 4 – Work Plan) to: [LHBTProg@cdph.ca.gov](mailto:LHBTProg@cdph.ca.gov).
4. On a quarterly basis, beginning in June 2020, submit an expenditure report against your total allocation (Attachment 3) and work plan progress report (Attachment 4).

Thank you for the time your Agency has and will continue to invest in this response. I am hopeful that with additional funding your Agency will have the adequate resources for an appropriate response. If you have any questions or need further clarification, please contact your assigned EPO Contract Manager directly.

Sincerely,



Tricia Blocher, Deputy Director  
Emergency Preparedness Office  
California Department of Public Health

**Submit**

### GOVERNMENT AGENCY TAXPAYER ID FORM

The principal purpose of the information provided is to establish the unique identification of the government entity.

**Instructions:** You may submit one form for the principal government agency and all subsidiaries sharing the same TIN. Subsidiaries with a different TIN must submit a separate form. Fields bordered in red are required. Please print the form to sign prior to submittal. You may email the form to: [GovSuppliers@cdph.ca.gov](mailto:GovSuppliers@cdph.ca.gov) or fax it to (916) 650-0100, or mail it to the address above.

Principal Government Agency Name **Sierra County Public Health**

Remit-To Address (Street or PO Box) **P.O. BOX 376**

City: **Downieville** State: **CA** Zip Code+4: **95936**

Government Type:  City  County  Special District  Federal  Other (Specify)   
Federal Employer Identification Number (FEIN) **94-6000536**

List other subsidiary Departments, Divisions or Units under your principal agency's jurisdiction who share the same FEIN and receives payment from the State of California.

FI\$Cal ID# <small>(if known)</small>	<input type="text"/>	Dept/Division/Unit Name	<input type="text"/>	Complete Address	<input type="text"/>
FI\$Cal ID# <small>(if known)</small>	<input type="text"/>	Dept/Division/Unit Name	<input type="text"/>	Complete Address	<input type="text"/>
FI\$Cal ID# <small>(if known)</small>	<input type="text"/>	Dept/Division/Unit Name	<input type="text"/>	Complete Address	<input type="text"/>
FI\$Cal ID# <small>(if known)</small>	<input type="text"/>	Dept/Division/Unit Name	<input type="text"/>	Complete Address	<input type="text"/>

Contact Person **Shawna Graves** Title **Account tech III**  
Phone number **(530)993-6734** E-mail address **sgraves@sierracounty.ca.gov**  
Signature  Date **06/18/2019**

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

<b>MEETING DATE:</b> May 5, 2020	<b>TYPE OF AGENDA ITEM:</b> <input checked="" type="checkbox"/> Regular <input type="checkbox"/> Timed <input type="checkbox"/> Consent
-------------------------------------	---

**DEPARTMENT:** Public Health  
**APPROVING PARTY:** Vickie Clark, Director  
**PHONE NUMBER:** (530) 993-6700

**AGENDA ITEM:** Approval of the County Medical Services Program (CMSP) COVID-19 Emergency Response Grant (CERG) Program Application

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

**BACKGROUND INFORMATION:** Please see attached memo

**FUNDING SOURCE:** 0515610

**GENERAL FUND IMPACT:** No General Fund Impact

**OTHER FUND:**

**AMOUNT:** \$100,000.00 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 checked="" type="checkbox"/> Yes <input 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
---	---	---

**COMMENTS:**  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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

\_\_\_\_\_  
DATE

# Memorandum

To: Sierra County Board of Supervisors

From: Vickie Clark, Director

Reference: Agenda Item

Date of memo: April 28, 2020

Date of Board Meeting: May 5, 2020

Requested Action: Approval of the County Medical Services Program (CMSP) COVID-19 Emergency Response Grant (CERG) Program Application

Mandated by:

## Funding

Budgeted? Yes  No

Revenue	\$100,000.00	CMSP COVID-19 Response Grant (CERG)
Expenses	\$100,000.00	CMSP COVID-19 Response Grant (CERG)
Difference	0	

Background Information: The CMSP Governing Board seeks to support CMSP counties in responding to the COVID-19 pandemic emergency through the provision of funding to expand the delivery of services that support local preparedness, containment, recovery and response activities in CMSP counties affected by the novel coronavirus. The COVID-19 Emergency Response Grant (CERG) is intended to assist CMSP counties in addressing the needs of various low-income populations with or at-risk of COVID-19 conditions.

Potential Issues to consider: None

Alternatives or Impacts of disapproval: Sierra County would not receive this funding.



# **COVID-19 Emergency Response Grant (CERG) Program REQUEST FOR APPLICATIONS**

## **COUNTY MEDICAL SERVICES PROGRAM GOVERNING BOARD**

### **I. ABOUT THE COUNTY MEDICAL SERVICES PROGRAM**

The County Medical Services Program (CMSP) was established in January 1983, when California law transferred responsibility for providing health care services to indigent adults from the State of California to California counties. This law provided counties with a population of 300,000 or fewer with the option of contracting back with the California Department of Health Services (DHS) to provide health care services to indigent adults.

In April 1995, California law was amended to establish the County Medical Services Program Governing Board (Governing Board) to govern and oversee CMSP. The Governing Board is composed of ten county officials and one ex-officio representative of the Secretary of the California Health and Human Services Agency. The Governing Board sets overall program and fiscal policy for CMSP for the thirty-five California counties that participate in CMSP (CMSP county). CMSP is funded by State Program Realignment revenue (sales tax and vehicle license fees) and County Participation Fees.

The Governing Board operates two benefit programs: CMSP and the Path to Health Pilot Project. CMSP members are medically indigent adults, ages 21 through 64, who are residents of a CMSP county, have incomes less than or equal to 300% of the Federal Poverty Level, and are not eligible for Medi-Cal or Covered California. Path to Health Pilot Project members are undocumented CMSP county residents, ages 26 and older, that are not otherwise eligible for CMSP and are eligible for and enrolled in emergency medical services (restricted scope) under the Medi-Cal program. Beyond CMSP Path to Health, the Governing Board operates various pilot projects and grant programs.

### **II. ABOUT THE CMSP COVID-19 EMERGENCY RESPONSE GRANT**

The CMSP Governing Board seeks to support CMSP counties in responding to the COVID-19 pandemic emergency through the provision of funding to expand the delivery of services that support local preparedness, containment, recovery and response activities in CMSP counties affected by the novel coronavirus. The COVID-19 Emergency Response Grant (CERG) is intended to assist CMSP counties in addressing the needs of various low-income populations with or at-risk of COVID-19 conditions. Applications will be accepted starting April 10, 2020 and no later than June 10, 2020 and awards will be made on a rolling basis.

Examples of emergent needs that could be funded include:

#### **1. Personal Protection Equipment (PPE), Healthcare Equipment and Supplies:**

This includes items such as facemasks, gowns, hand sanitizer, and similar supplies

and equipment needed to assist public employees, local health care providers, non-profit human services providers, and first-responders in responding to the COVID-19 pandemic.

2. **Supportive Quarantine Services:** This includes items such as hotel vouchers, rent coverage, food, and personal hygiene supplies for uninsured or underserved populations.
3. **Public Employees Needed for Emergency Response:** This includes salary and fringe benefits for existing employees or new limited-term employees of CMSP county public health, health care, and behavioral health departments required to support and provide assistance to low-income individuals affected by the COVID-19 pandemic.
4. **Non-Profit Human Services Providers Needed for Emergency Response:** This includes community-based non-profit organizations providing emergency support to low-income individuals affected by the COVID-19 pandemic, including salaries and fringe benefits for existing or new limited-term employees.
5. **Public Information and Outreach:** This includes development of public messaging regarding COVID-19 services and emergency response, including radio, print, digital and other means of communication.

### III. TARGET POPULATIONS

The target populations for CERG funding must focus on one or more of the following population groups within a CMSP county:

1. Uninsured and/or underinsured low-income adult residents seeking health care services and supports in response to COVID-19 conditions;
2. Specific low-income population groups in the county, including adults, identified as most at risk of COVID-19 conditions based upon current county data on risk and need;
3. Publicly supported low-income adult populations, including those on CMSP, Path to Health, Medi-Cal and/or Medicare, seeking health care services and supports in response to COVID-19 conditions;
4. Low-income adult residents with existing health or behavioral health conditions that have housing and/or transportation challenges that impede their ability to obtain necessary health care services and/or necessary shelter to address COVID-19 conditions.

### IV. APPLICANT ELIGIBILITY

#### Lead Agency Applicant Requirements

COVID-19 Emergency Response Grants shall be focused within each CMSP County. They may focus on one geographic region of a county or operate countywide. The 35 CMSP counties are listed in [APPENDIX A](#).

Only **one** application will be considered from each CMSP County.

The Lead Agency Applicant shall be limited to one of the following CMSP county agencies: County Health and Human Services Agency, County Health Department, County Public Health Department or County Office of Emergency Services.

**V. PROGRAM TIMELINE**

The CERG program shall provide grant funding for a 12-month period. The following timeline shall guide the program:

04/03/2020	CERG Request for Applications (RFA) Released
04/08/2020	1 <sup>st</sup> CERG RFA Assistance Webinar at 10:00 AM
04/09/2020	2 <sup>nd</sup> CERG RFA Assistance Webinar at 2:00 PM
04/10/2020	CERG Grant Program Applications Accepted (begins)
04/17/2020	Approval of CERG Applications Begins (rolling basis) and Grant Awards Announced (by email and posted on CMSP website)
04/20/2020	Execution of Grant Award Agreements Begins (rolling basis)
06/10/2020	Final Date for Submission of CERG Applications (ends)
11/20/2020	Sixth-Month Grant Progress/Expenditure Reports Due (rolling basis)
05/30/2021	County Project and Expenditure Reports Due (rolling basis after 12 months following execution of Grant Award Agreement)

**VI. FUNDING AWARDS**

The Governing Board, within its sole discretion, may provide funding to counties participating in CMSP for the COVID-19 Emergency Response Grant activities described in this RFA. As approved by the Governing Board on April 2, 2020 the maximum amount of funding available to each participating CMSP County is presented in [APPENDIX A](#). Further, the Governing Board, within its sole discretion, may release all or some portion of the amounts presented in [APPENDIX A](#). Total funding provided by the Governing Board for the COVID-19 Emergency Response Grant Program may equal up to \$10,145,976 for a 12-month grant period.

Unless otherwise determined by the Governing Board, following the Governing Board’s approval of a county’s COVID-19 Emergency Response Grant Program Application, the CMSP County will receive a total 12-month allocation. One-half (50%) of that amount will be allocated immediately upon execution of the CERG Agreement; forty-percent (40%) will be allocated six months from the Agreement execution date, provided the County submits a required Progress and Expenditure Report; and, ten percent (10%) will be allocated upon receipt of the County’s final Project and Expenditure Report. Please refer to [APPENDIX B](#) for allowable and unallowable grant expenses.

## VII. FUNDING AWARD DETERMINATION

The Governing Board shall have sole discretion on whether to award funding for a COVID-19 Emergency Response Grant. CERG program applications shall be reviewed to assure that the projects meet necessary standards for receipt of the COVID-19 Emergency Response Grant funding. CERG program applications will be reviewed for completeness in the following areas:

1. Summary of Proposed Grant Funded Activities
  - Description of specific needs to be addressed with grant funding
  - Description of target populations to be served
  - Description of anticipated organizations that will receive funding: eligible county departments and non-profit organizations
  - Description of anticipated services, staff and/or supplies that will be provided by each organization that receives funding (either directly or through subcontract)
2. Budget Request
  - Description of initial proposed use of Grant funds for services, staff and supplies and expected outcomes for each type of expenditure
  - Description of other anticipated COVID-19 funding sources, identified gaps, and coordination of funds
  - Budget (in accordance with the Budget template, [APPENDIX E](#))
3. Data Collection
  - Description of expected data to be collected to demonstrate impact of services provided

## VIII. APPLICATION ASSISTANCE

### A. RFA Assistance Webinars

To assist CMSP counties, Governing Board staff will conduct two RFA assistance webinars on Wednesday, April 8, 2020 at 10:00 AM and repeated on Thursday, April 9, 2020 at 2:00 PM.

#### **Wednesday, April 8, 2020 at 10:00 AM**

Zoom Link:

<https://zoom.us/j/778287474?pwd=ZEkyNGJWYWdsa0VUZ1I2SGFsQ21DZz09>

Zoom Meeting Number: 778 287 474

Zoom Password: 240783

#### **Thursday, April 9, 2020 at 2:00 PM**

Zoom Link:

<https://zoom.us/j/243212084?pwd=VHA4TzNqYkVOZUtUOWgxa2RJK2xyZz09>

Zoom Meeting Number: 243 212 084

Zoom Password: 190295

Applicants are encouraged to bring any questions they have regarding the CERG Program requirements and the application process to these webinars.

## **B. Frequently Asked Questions (FAQ)**

Once the application process gets underway, questions that are received by the Governing Board will be given written answers and these questions and answers will be organized into a Frequently Asked Questions (FAQ) document that will be posted on the Governing Board's website under the [COVID-19 Emergency Response Grant Program website page](#).

## **C. Contact Information**

Please direct any questions regarding the RFA to Anna Allard, Grants Manager at [aallard@cmspcounties.org](mailto:aallard@cmspcounties.org) or by phone at 916-649-2631 x120.

## **IX. APPLICATION INSTRUCTIONS & REQUIREMENTS**

- A. Applications may be submitted beginning April 10, 2020 through June 10, 2020 at 5:00 PM PST.
- B. Submit all applications via email to [grants@cmspcounties.org](mailto:grants@cmspcounties.org). Please include the "County name" and "CERG Application" in the subject line of the email.
- C. All applications must be complete at the time of submission and must use the required forms provided. The required forms are available for download on the [COVID-19 Emergency Response Grant Program website page](#).
  1. Completed [CERG Cover Sheet \(APPENDIX C\)](#). The cover sheet must be signed by the Applicant Agency and by the County Administrative Officer, or their designee, of the County requesting the CERG.
    - i. Please include a PDF of the signed version of the CERG Cover Sheet ([APPENDIX C](#)).
    - ii. Please also include an Excel file of the unsigned version of the CERG Cover Sheet ([APPENDIX C](#)).
  2. Completed [CERG Request Form \(APPENDIX D\)](#).
  3. Completed [CERG Budget Template \(APPENDIX E\)](#). Funding requests must not exceed the maximum funding amount for each CMSP county listed within [APPENDIX A](#). Proposed expenditures must be in alignment with the allowable uses of grant funds listed in [APPENDIX B](#). Administrative and/or overhead expenses cannot equal more than 15% of the total project expenditures.

- D. Do not provide any materials that are not requested, as reviewers will not consider the materials.
- E. Only **one** application will be considered from each CMSP County.

**X. APPENDICES**

[APPENDIX A: Maximum Funding Amount by CMSP County](#)

[APPENDIX B: Allowable Use of Grant Funds](#)

[APPENDIX C: CERG Cover Sheet](#)

[APPENDIX D: CERG Request Form](#)

[APPENDIX E: CERG Budget Template](#)

**APPENDIX A: MAXIMUM FUNDING AMOUNT BY CMSP COUNTY  
CMSP COVID-19 EMERGENCY RESPONSE GRANT (CERG) PROGRAM**

<b>Population Category</b>	<b>County</b>	<b>County Population*</b>	<b>Total Grant Amount Based on % of Population**</b>
> 400,000 population	Sonoma County	499,997	\$1,000,000
	Solano County	428,684	\$1,000,000
> 100,000 population	Marin County	258,540	\$703,669
	Butte County	226,466	\$616,373
	Yolo County	222,581	\$605,800
	El Dorado County	191,745	\$521,873
	Imperial County	183,059	\$498,232
	Shasta County	178,523	\$485,887
	Madera County	153,484	\$417,738
	Napa County	138,711	\$377,530
	Humboldt County	135,149	\$367,836
	Kings County	133,665	\$363,797
> 50,000 population	Nevada County	98,824	\$268,970
	Sutter County	97,490	\$265,339
	Mendocino County	88,839	\$241,793
	Yuba County	75,318	\$204,993
	Lake County	64,980	\$176,856
	Tehama County	64,197	\$174,725
	San Benito County	62,296	\$169,551
	Tuolumne County	51,933	\$141,346
< 50,000 population	Calaveras County	45,016	\$122,520
	Siskiyou County	44,512	\$121,148
	Amador County	34,259	\$100,000
	Glenn County	29,035	\$100,000
	Del Norte County	24,765	\$100,000
	Lassen County	22,753	\$100,000
	Colusa County	22,117	\$100,000
	Plumas County	19,779	\$100,000
	Inyo County	18,502	\$100,000
	Mariposa County	17,981	\$100,000
	Trinity County	13,589	\$100,000
	Mono County	13,484	\$100,000
	Modoc County	9,521	\$100,000
	Sierra County	3,213	\$100,000
Alpine County	1,162	\$100,000	
<b>TOTAL</b>		<b>3,674,169</b>	<b>\$10,145,976</b>

\* SOURCE: <http://www.dof.ca.gov/Forecasting/Demographics/Estimates/documents/PriceandPopulation2019.pdf>  
1/2019 estimates excluding residents on federal military installations and group quarters residents in state mental institutions, state and federal correctional institutions and veteran homes.

\*\* No award amount less than \$100,000 or more than \$1,000,000

## APPENDIX B: ALLOWABLE USE OF GRANT FUNDS

### CMSP COVID-19 EMERGENCY RESPONSE GRANT (CERG) PROGRAM

All COVID-19 Emergency Response Grant Program Funds *must* be used to support one or more of the following items in CMSP counties:

1. Personal Protection Equipment (PPE) and Supplies
2. Supportive Quarantine Services
3. Public Employees Needed for Emergency Response
4. Non-Profit Human Services Providers Needed for Emergency Response
5. Public Information and Outreach

**Allowable Expenses.** Grant Funds may be used to fund allowable expenses in CMSP counties. Allowable expenses must be *appropriate, necessary, reasonable and applicable to the COVID-19 Emergency Response Grant Program* and may include but are not limited to:

- Costs that comply with the limitations of the RFA as well as other applicable federal, state, and county laws and regulations
- Costs that are accounted for consistently and in accordance with generally accepted accounting principles
- Rental or purchase of necessary emergency response equipment
- Purchase of supplies for scheduled training if the supplies are received and used during the budget period
- Food and non-alcoholic refreshments for scheduled training events up to \$15 per individual total for the duration of the Project when justified as an integral and necessary part of a training event (i.e., a working meal where business is transacted)
- Food and non-alcoholic refreshments for client incentives up to \$15 per individual total for the duration of the Project when justified as an integral and necessary part of the Project
- Gift Cards and Gas Cards or Vouchers up to \$30 per client total for the duration of the Project when justified as an integral and necessary part of the Project
- Stipends for non-salary employees\*\*
- Travel costs for both patients and staff. Travel shall be limited to the relevant

days plus the actual travel time to reach the destination location by the most direct route and shall not include first class travel. Local mileage costs only may be paid for local participants. No per diems for meals or lodging shall be included.

- All or part of the reasonable and appropriate salaries and benefits of professional personnel, clerical assistants, editorial assistants, and other non-professional staff in proportion to the time or effort directly related to the Project
- Medical Supplies
- Trainings, including necessary recording of proceedings, simultaneous translation, and subsequent transcriptions
- IT Expenses

*\*\*Common stipend recipients include Clinical Interns, Volunteers or Community Partners.*

**Unallowable Expenses.** Grant Funds shall not be used to fund unallowable expenses. Grantee shall refund to the Board any Grant Funds expended for unallowable expenses. Unallowable expenses include but are not limited to:

- Alcohol
- Bad debt expenses
- Vehicle purchases or expenses
- Remodeling or new construction
- Defense and prosecution expenses, including but not limited to prosecuting claims against the Board or defending or prosecuting certain criminal, civil or administrative proceedings and related legal fees and costs
- Entertainment costs (unless specifically written into the budget and approved by the Board), including costs of amusement, diversion, social activities, ceremonials, and related incidental costs, such as bar charges, tips, personal telephone calls, and laundry charges of participants or guests
- Fines and penalties
- Traffic citations, including but not limited to parking citations
- Fundraising or lobbying costs
- Advertising (unless specifically written into the budget and approved by the Board)

CMSP COVID-19 Emergency Response Grant (CERG) Program

- Memorabilia or promotional materials
- Honoraria or other payments given for the purpose of conferring distinction or to symbolize respect, esteem, or admiration
- Goods or services for personal use, including automobiles, housing and personal living expenses or services
- Per diem or expenses for participants in a scheduled training event
- Investment management fees
- Losses on other sponsored projects
- Lease/purchase of land, buildings, or new construction
- Firearms
- Signing and retention bonuses
- Membership dues, including but not limited to memberships in civic, community or social organizations, or dining or country clubs
- Direct legal fees and costs incurred in development and implementation of the Project provided by individuals who are not employees of Grantee.

**APPENDIX C: COVER SHEET**  
**CMSP COVID-19 EMERGENCY RESPONSE GRANT (CERG) PROGRAM**

**1. CMSP County to Be Served:** Sierra County

**2. Funding Request:**  
Requested Amount : \$100,000

**3. Lead Agency Applicant:**

Organization: Sierra County Public Health Tax ID Number: 94-6000536  
Applicant's Director: Vickie Clark  
Title: Director  
Address: 202 Front Street  
City: Loyalton State: CA Zip Code: 96118 County: Sierra  
Telephone: 530-993-6707 Fax: 530-993-6767  
Email address: \_\_\_\_\_

**4. Primary Contact Person** (*Serves as lead contact for the project*):

Name: Vickie Clark  
Title: Director  
Organization : Sierra County Public Health  
Address: 202 Front Street  
City: Loyalton State: CA Zip Code: 96118 County: Sierra  
Telephone: 530-993-6707 Fax: 530-993-6790  
Email address: \_\_\_\_\_

**5. Secondary Contact Person** (*Serves as alternate contact*):

Name: Jessica Harris  
Title: Public Health Program Manager  
Organization : Sierra County Public Health  
Address: 202 Front Street  
City: Loyalton State: CA Zip Code: 96118 County: Sierra  
Telephone: 530-993-6709 Fax: 530-993-6790  
Email address: \_\_\_\_\_

**6. Financial Officer** (*Serves as Fiscal representative for the project*):

Name: Shawna Graves  
Title: Public Health Accounting Tech  
Organization : Sierra County Public Health  
Address: 202 Front Street  
City: Loyalton State: CA Zip Code: 96118 County: Sierra  
Telephone: 530-993-6734 Fax: 530-993-6790  
Email address: sgraves@sierracounty.ca.gov

CMSP COVID-19 Emergency Response Grant (CERG) Program

**Agreement:**

By submitting this application for CMSP COVID-19 Emergency Response Grant, the applicant signifies acceptance of the applicant's responsibility to comply with all requirements stated in the Request for application (RFA) authorized by the County Medical Services Program Governing Board (Governing Board). Further, the applicant understands that should the Governing Board award grant funding to the applicant, the Governing Board is not obligated to fund the grant until the applicant submits the correct and complete documents as required for the grant agreement; the Governing Board is otherwise satisfied that the applicant has fully met all Governing Board requirements for receipt of grant funding; and the grant agreement between the Governing Board and the applicant has been fully executed. The Governing Board shall have sole discretion on whether or not to award grant funding of any amount of the applicant.

I declare that I am the authorized representative of the applicant described herein. I further declare under penalty of perjury under the laws of the State of California that the information set forth in this Cover Sheet and the attached response to the CMSP COVID-19 Emergency Response Grant is true and correct.

**County Administrative Officer**

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
Name: Jim Beard  
Title: Chairman  
Organization: Sierra County Board of Supervisors  
Address: P.O. Drawer D  
City: Downieville State: CA Zip Code: 95936 County: Sierra  
Telephone: (530) 289-3295 Fax: (530) 289-2830  
Email address: jbeard@sierracounty.ca.gov

**Lead Agency Director**

**Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_  
Name: Vickie Clark  
Title: Director  
Organization: Sierra County Public Health  
Address: 202 Front Street  
City: Loyalton State: CA Zip Code: 96118 County: Sierra  
Telephone: 530-993-6707 Fax: 530-993-6767  
Email address: vclark@sierracounty.ca.gov

## APPENDIX D: REQUEST FORM

### CMSP COVID-19 EMERGENCY RESPONSE GRANT (CERG) PROGRAM

1) COUNTY NAME: Sierra County

2) TARGET POPULATION:

a. Please indicate below which one or more target population(s) the CMSP COVID-19 Emergency Response Grant Program will be focused on by **placing an X** next to the corresponding target population(s).:

- Uninsured and/or underinsured low-income adult county residents seeking health care services and supports in response to COVID-19 conditions;
- Specific low-income population groups in the county identified as most at risk of COVID-19 conditions based upon current data on risk and need;
- Publicly supported populations, including those on CMSP, Path to Health, Medi-Cal and/or Medicare, seeking health care services and supports in response to COVID-19 conditions;
- Low-income adult residents with existing health or behavioral health conditions that have housing and/or transportation challenges that impede their ability to obtain necessary health care services to address COVID-19 conditions.

b. Please briefly describe each of the target populations you have identified and the services or interventions that will be supported with CERG funding to address the needs of each of these target populations.

***Uninsured and/or Underinsured Low-Income Adults:***

*In Sierra County, about 7% of people under age 65 do not have health insurance; we are confident that this number has increased due to economic instability and occupational layoffs. Additionally, prior to the State restrictions implemented for the pandemic, Sierra County had a civilian unemployment rate of 4%. Sierra County began this health emergency with a 13.3% poverty rate which we expect has jumped to more like a 40-50% poverty rate. Anticipated efforts to aid this population are:*

- Provide care for COVID-19 patients by improving access to hotel rooms for self-isolation, health care, PPE, and essential services and supplies.*
- Prevent/limit exposure to COVID-19 by improving access to hotel rooms for self-quarantine, health care, PPE, and basic needs essential services and supplies.*
- Provide basic needs and wrap around services for those isolated with limited access to resources,*
- Link populations to health services, including mental health services, warm lines, supportive care and assisting people with assistance applications.*
- Work with organizations like CA Workforce Alliance to contract needed positions in the county to continue to provide essential services: cleaning and disinfecting workers, pick-up and delivery services, and extra help for the county, etc.*
- Provide support for the expanded food and meal delivery and pick up services being provided by partner organizations.*

- *Utilize funds for media that can inform this population of new benefits, health measures, corona virus guidance, programming and assistance available in the county.*
- *Transportation of this target population to care and/or alternative housing options (i.e. hotels).*

### **Publicly Supported Populations**

*We are experiencing a more than double increase of applications for public assistance in just the first month since the Governor's executive orders. Our tiny frontier county has very limited resources to meet the health and medical needs of our under 3000 residents. We have no hospital and no pharmacy; two very small clinics provide part time hours and are operated by outside county medical organizations as satellite offices; and there is one skilled nursing facility. That said, we are preparing to aide and assist our low income citizens and the COVID-19 response workforce to;*

- *Provide care for COVID-19 patients by improving access to hotel rooms for self-isolation, health care, PPE, and essential services and supplies.*
- *Prevent/limit exposure to COVID-19 by improving access to hotel rooms for self-quarantine, health care, PPE, and basic needs essential services and supplies.*
- *Provide basic needs and wrap around services for those isolated with limited access to resources,*
- *Link populations to health services, including mental health services, warm lines, supportive care and assisting people with assistance applications.*
- *Work with organizations like CA Workforce Alliance to contract needed positions in the county to continue to provide essential services: cleaning and disinfecting workers, pick-up and delivery services, and extra help for the county, etc.*
- *Utilize funds for media that can inform this population of new benefits, health measures, corona virus guidance, programming and assistance available in the county.*
- *Provide support for the expanded food and meal delivery and pick up services being provided by partner organizations.*
- *Transportation of this target population to care and/or alternative housing options (i.e. hotels).*

### **3) PROPOSED PARTNER ORGANIZATIONS**

Please describe the anticipated organizations that will receive CERG funding including eligible county departments and non-profit organizations.

*Sierra County collaboratively works to meet the needs of our target populations through Public Health, Social Services, Behavioral Health, Office of Emergency Services, Sheriff's Office and Community Providers such as our Family Resource Center, Senior Center, Schools, Lodging operators, and others.*

*We anticipate using CERG funds for a sub-contract between Public Health and the Loyalton Senior Center for the provision of meals and food bank activities for our target populations. We also plan to work with lodging operators to provide supportive quarantine using vouchers for those services.*

### **4) BUDGET REQUEST**

- a. Applicants are required to complete and submit APPENDIX E: CERG Budget Template.
- b. Describe other anticipated COVID-19 funding sources, identified gaps, and how CERG funds will be coordinated with other efforts.  
*Sierra County will leverage funding sources through Public Health the Office of Emergency Services, FEMA, Behavioral Health, Social Services, and others.*

*The CERG funding will be used to fill the gaps and possibly provide match to other funding stream restrictions and/or limitations. Some staff have been pulled off of grants in order to provide COVID-19 response. This funding can assist with covering those costs.*

*Hotel expenses can be shared with Behavioral Health when serving the homeless population with mental health needs. CERG funding will fill gaps for those not meeting the severely mentally ill definition and those ancillary services not covered through the Behavioral Health or other Social Services funding streams. Those could include meals, laundry, cleaning, medication pick up, and PPE needs for clients and/or lodging staff. We are working with Workforce Alliance for staffing for some of these services. When they are unable to fill positions we will consider utilizing volunteers where appropriate or Public Health, Social Services and Behavioral Health staff that this funding my help to offset.*

*Public Health funding is meeting most of our public education and outreach activities for the COVID-19 Health Emergency. We are taxing our equipment and supplies quickly. CERG funding my be used to enhance our efforts to do a postal mailer, create a video, and/or create materials for the schools and other non-profit health and human services agencies.*

*Food banks' useage has almost tripled over the past two months. The Senior Center began delivering meals to an expanded population in order to keep our vulnerable populations away from congregate settings. The CERG funding will help to cover the excess expenses for food preparation, packaging, drivers, and food that are not covered through currently budgeted sources such as the Area Agency on Aging and FEMA.*

*When Medi-Cal or other funding cannot be accessed for transportation, CERG funding may be used to cover gas and staffing time to either help a client access medical care and/or medications/medical supplies as well access to lodging for supportive quarantine services.*

- c. Describe the proposed use of CERG funds for services, staff and supplies and expected outcomes in the six (6) categories provided below. If no activities are proposed for a specific category, please write "CERG funds are not requested". Proposed expenditures must be in alignment with the allowable uses of grant funds listed in APPENDIX B.

**Personal Protection Equipment (PPE), Healthcare Equipment and Supplies:**

*This includes items such as facemasks, gowns, hand sanitizer, and similar supplies and equipment needed to assist public employees, local health care providers, non-profit human services providers, and first-responders in responding to the COVID-19 pandemic.*

*Current PPE needs for Sierra County are mostly met. We are utilizing our Medical Health Operational Area Coordination (MHOAC) to request those needs for our health care providers and Office of Emergency Services (OES) requests for county and public operations. Priority has been given to health care providers and emergency response workers. As with many small rural areas, we have very limited number of sample collection*

*kits at this time. We anticipate needs for other essential workforce such as child care providers, grocery workers, takeout food facilities, school lunch personnel, transportation services, Health and Human Service workers, etc. As we ramp up for supportive quarantine services we will need to be able to provide PPE to families, lodging staff, and ancillary service providers. This could include masks, face shields, gowns, gloves, hand sanitizer, and disinfectant and cleaning supplies. We are estimating costs associated with supportive quarantine for about 20 people for 14 days each.*

*Our goal is to assure that anyone who needs PPE to protect themselves and others will have easy, quick access to it.*

### **Supportive Quarantine Services:**

*This includes items such as hotel vouchers, rent coverage, food, and personal hygiene supplies for uninsured or underserved populations.*

*Due to our large numbers of low income individuals and families much of our housing infrastructure is compromised. For many, their current living arrangements are overcrowded and in such disrepair that their ability to exercise physical distancing and/or appropriate care for a COVID-19 positive patient will be impossible. We will need to provide supportive quarantine services through alternative housing for isolation and/or quarantine efforts. Those efforts will require lodging vouchers, food/meals, transportation, and personal hygiene supplies. We have confirmed access to about twenty hotel rooms across the county for an average cost of \$125 a night. We anticipate an average stay of 14 days for isolation or quarantine. We will plan on \$15 per day for a meal and supplement with other resources to provide additional meals. We will use CERG funds to assist with personal hygiene supplies and other personal items as needed.*

*Our goal is to quickly respond the needs of clients either diagnosed or exposed with Coronavirus by providing a safe and comfortable place for low income adults to isolate, quarantine and/or convalesce in order to decrease the transmission and spread of COVID-19.*

### **Public Employees Needed for Emergency Response:**

*This includes salary and fringe benefits for existing employees or new limited-term employees of CMSP county public health, health care, and behavioral health departments required to support and provide assistance to low-income individuals affected by the COVID-19 pandemic.*

*Sierra County's health and human services staffing is small. This health emergency has required us to pull staff off of non-essential program efforts and into the fray of Coronavirus activities. Some programs will allow staffing costs to be absorbed and paid through their current budgeted programs and some will not. Public Health prevention programs have suspended program activities but are not able to allow long-term staffing costs for COVID-19 response. CERG funding will provide salary and fringe benefits for these employees.*

*Our goal is to have the flexibility to cover 10% to 20% of salary and fringe for two to three staff for two to three months spread out of the course of this grant.*

### **Non-Profit Human Services Providers Needed for Emergency Response:**

*This includes community-based non-profit organizations providing emergency support to low-income individuals affected by the COVID-19 pandemic, including salaries and fringe benefits for existing or new limited-term employees.*

*Our local Senior Centers have increased their meal delivery operations significantly to meet*

*the new demands caused from the “Stay at Home” Coronavirus orders. These CERG funds will allow them to continue providing a nourishing meal to our vulnerable seniors and other isolated people. Additionally, funds may be used to assist the Commodity Food Distribution, Food Banks and/or other local food dispersal programs. Sub-contracted costs will include staff time, gas, supplies and food. The Senior Center reports utilizing \$10,000 for the east side of the county where about two thirds of the population resides and another \$5000 to assist the west of the county where smaller populations are much more spread out and isolated.*

*Our goal is that our partners will have the ability to provide meals and/or food to all of the vulnerable individuals who request the help. People making contact routinely with those isolated at home helps to identify needs before a crisis and keep people healthy and independent in their homes*

**Public Information and Outreach:**

*This includes development of public messaging regarding COVID-19 services and emergency response, including radio, print, digital and other means of communication.*

*There are no local radio stations or TV broadcasts in Sierra County. Radio station signal is unavailable on the West Side of the County. There is limited cellular service throughout the county. Much of the County still does not have reliable internet access, and during power outages phone service is compromised as well. There are two local newspapers that are distributed weekly and bi-weekly. Currently public communications are disseminated by posting flyers in the local Post Offices and word of mouth through key community stakeholders. Post Office boards often become cluttered with information from many sources and anybody visiting the Post Office has access to add and remove information at any time. By installing protected/locked central posting boards in remote communities, we would provide improved communications to all of our at-risk populations. Purchasing a large format color printer and related supplies will improve the quality and effectiveness of the flyers and posters placed on community boards. This funding could afford us considering a mass mailer or a video camera as well.*

*Our goal is to increase media reach across the county so that people have accurate and timely information about Coronavirus and county wide response activities.*

**Administration/Overhead Expenses:**

*Administrative and/or overhead expenses cannot equal no more than 15% of the total project expenditures. We understand the limit of 15% allowable for overhead expenses and will budget accordingly.*

**5) DATA COLLECTION AND REPORTING**

Describe the expected data to be collected to document the services provided with CERG funding and to demonstrate the impact of services provided. Also, please identify the lead staff person(s) responsible for preparation of the required progress and expenditure reporting.

*Public Health, Social Services and Behavioral Health are accustomed to collecting data for services provided to include demographic data, needs assessment, resource utilizations, and outcomes. Once we understand the reporting requirements for CERG, we anticipate having to*

*either utilize forms/templates provided or to edit something currently in use to capture those needs. We anticipate having several lead personnel to be assigned to the different components of these funding uses, including Public Health RN and Program Manager, Social Services ICW and Social Work Supervisors, and Behavioral Health Clinical Director and Program Manager. We will coordinate with our partner organization directors to collect data pertinent to the services/goods that they will contribute as well.*

## **6) APPLICATION CHECK LIST**

- Only **one** application will be considered from each CMSP County.
- Please read the CMSP COVID-19 Emergency Response Grant (CERG) Program Request for Applications available at <https://www.cmspcounties.org/covid-19-county-grants/>.
- Applications may be submitted beginning April 10, 2020 through June 10, 2020 at 5:00 PM PST.
- Submit application via email to [grants@cmspcounties.org](mailto:grants@cmspcounties.org). Please include the “County Name” and “CERG Application” in the subject line of the email.
- Application must be complete at the time of submission and must use the required forms provided.
- The required forms are available for [download](#):
  - Completed CERG Cover Sheet (APPENDIX C). The cover sheet must be signed by the Applicant Agency and by the County Administrative Officer, or their designee, of the County requesting the CERG.
    - Please include a PDF of the signed version of the CERG Cover Sheet (APPENDIX C).
    - Please also include an Excel file of the unsigned version of the CERG Cover Sheet (APPENDIX C).
  - Completed CERG Request Form (APPENDIX D).
  - Completed CERG Budget Template (APPENDIX E).
- Do not provide any materials that are not requested, as reviewers will not consider the materials.

**APPENDIX E: BUDGET TEMPLATE  
CMSP COVID-19 EMERGENCY RESPONSE GRANT (CERG) PROGRAM**

**County: Sierra**

**Instructions:** Please complete the sections shaded in blue. CMSP counties are permitted to apply up to the maximum amount of funding allowed per CMSP county listed in APPENDIX A over a one-year project period. The amount requested cannot exceed the total amount allowed per CMSP county. Please enter your best estimate of funds to be spent in the following six (6) categories. Please refer to APPENDIX B for information regarding allowable and unallowable grant expenses. Administrative and/or overhead expenses cannot equal no more than 15% of the total project expenditures.

In addition to completing this Budget Template, applicants need to describe their requested funds in Section 4 of the CERG Request Form (APPENDIX D). Please be aware that awarded CMSP counties will be required to submit a detailed budget as part of the Sixth-Month Grant Progress/Expenditure Report.

<b>Category</b>	<b>Amount Requested</b>
Personal Protection Equipment (PPE) and Supplies	\$ 4,200.00
Supportive Quarantine Services	\$ 49,300.00
Public Employees Needed for Emergency Response	\$ 9,000.00
Non-Profit Human Services Providers Needed for Emergency Response	\$15,000
Public Information and Outreach	\$ 7,500.00
Administration/Overhead Expenses (limited to 15%)	\$ 15,000.00
<b>Total Request</b>	<b>\$ 100,000.00</b>

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

<b>MEETING DATE:</b> May 5, 2020	<b>TYPE OF AGENDA ITEM:</b> <input checked="" type="checkbox"/> Regular <input type="checkbox"/> Timed <input type="checkbox"/> Consent
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<b>DEPARTMENT:</b> Public Works and Transportation
<b>APPROVING PARTY:</b> Tim H. Beals, Director
<b>PHONE NUMBER:</b> 530-289-3201

**AGENDA ITEM:** License Agreement (Public Safety Power Shutoff) with Pacific Gas and Electric Company for use of the Nevada Street Parking Lot located at Highway 49 and Nevada Street as a customer resource center during public safety power shutoff events.

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

**BACKGROUND INFORMATION:** PG&E has utilized this parking area during PSPS events for purposes of a customer resource center which has included water, snacks, device charging stations information and such. PG&E would like to formalize the ability to utilize this area if available during the PSPS events.

**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></p> <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

**LICENSE AGREEMENT**  
**(PUBLIC SAFETY POWER SHUTOFF)**

This License Agreement ("**License Agreement**") is made and entered into this 5th day of May, 2020 (the "**Effective Date**") by Sierra County, hereinafter called "**LICENSOR**," and PACIFIC GAS AND ELECTRIC COMPANY, a California corporation, hereinafter called "**PG&E**."

R E C I T A L S:

A. LICENSOR owns or leases that certain real property commonly known as the County Parking Lot, located at Highway 49 and Nevada Street, hereinafter called the "**Property**," located in the City of Downieville, County of Sierra, State of California.

B. PG&E desires to partner with LICENSOR in connection with a Public Safety Power Shutoff Event ("**PSPS Event**") as defined in Section 3 below.

C. The parties desire to memorialize this mutual understanding and agreement for making the Property available to PG&E in connection with a PSPS Event.

NOW, THEREFORE, for good and valuable consideration, LICENSOR and PG&E agree as follows:

1. License Area. The real property that is the subject of this License Agreement is described in **EXHIBIT A** (the "**License Area**").

2. Grant of License. Subject to the terms and conditions set forth in this License Agreement, LICENSOR grants PG&E, PG&E's Representatives, and PG&E's customers, the right to use the License Area in connection with a PSPS Event, together with rights of ingress and egress to and from the License Area. PG&E shall give LICENSOR at least 24 hours' prior notice of the date and time that PG&E needs to access and use the License Area. If the License Area is not available for access and use by PG&E on the date and time specified in PG&E's notice, LICENSOR must so notify PG&E within 4 hours after receipt of PG&E's notice.

3. Use. PG&E and its employees, contractors, agents, and representatives ("**PG&E's Representatives**") may enter the License Area for purposes of establishing and operating a customer resource center in the case of a PSPS Event, as well as establishing and operating a staging area to support the command, control, and coordination of any patrol, inspection, and restoration of electric facilities in case of a PSPS Event ("**PG&E's Activities**"). LICENSOR acknowledges that PG&E's Activities may include the following: setting up tents with tables and seating where PG&E customers can obtain water and snacks, charge phones, and get up-to-date information on outages; installing trailers, portable toilets, portable back-up generators, and fencing; parking mobile vehicle units and other vehicles; and staging equipment, supplies and materials. For purposes of this License Agreement, a "**PSPS Event**" means the existence of one or more environmental conditions creating extreme fire danger that results in the shutoff of power for public safety. Examples of PSPS Events include red flag warnings issued by the United States National Weather Service, low humidity levels, high winds, and dry vegetation.

4. Term. This License Agreement shall be for a term of two (2) years, commencing on April 1, 2020, and expiring April 1, 2022. The license granted herein shall be revocable at the option of either LICENSOR or PG&E, provided that the revoking party provides at least one hundred eighty (180) days' written notice of the revocation to the other party. Notwithstanding the term of this License Agreement, PG&E anticipates that it will use the License Area on an occasional basis, if at all, for periods of two (2) to ten (10) days at a time. The days (including any partial days) during which any of PG&E's Activities are occurring in or on the License Area are referred to herein as "**Use Days.**" During Use Days, PG&E shall have the exclusive right to use the License Area twenty-four (24) hours per day.

5. Use of License Area.

(a) As Is. To LICENSOR'S current actual knowledge, the Property complies with all laws, including the Americans with Disabilities Act and other accessibility laws. PG&E accepts the License Area "AS-IS," "WHERE-IS" and "WITH ALL-FAULTS," subject to all applicable zoning, municipal, county and state laws, ordinances, and regulations governing and regulating the use of the License Area. PG&E may request LICENSOR to perform alterations, repairs, or improvements to the License Area, but PG&E understands and agrees that LICENSOR shall not be obligated to make any such alterations, repairs or improvements at any time.

(b) Restoration. PG&E shall exercise reasonable care in the conduct of PG&E's Activities in the License Area. Upon PG&E's ceasing to use the License Area in connection with a particular PSPS Event, PG&E shall remove all vehicles and personal property of PG&E and PG&E's Representatives, remove all debris and waste material resulting from PG&E's Activities, and repair and restore the License Area as nearly as possible to the condition that existed prior to PG&E's entry hereunder.

(c) Safe Condition. PG&E, at PG&E's sole cost and expense, shall maintain the License Area in a good, clean, safe and sanitary condition during Use Days.

(d) Lawful Use Only. PG&E shall not use the License Area or permit anything to be done in or about the License Area during Use Days that will in any way conflict with any law, statute, zoning restriction, ordinance or governmental rule or regulation or requirement relating to the use or occupancy of the License Area. During Use Days, PG&E shall not allow the License Area to be used for any unlawful or objectionable purpose, nor shall PG&E cause, maintain or permit any nuisance in, on or about the License Area.

(e) Mechanic's Liens. PG&E shall keep the Property free and clear of all mechanic's liens arising, or alleged to arise, in connection with any work performed, labor or materials supplied or delivered, or similar activities performed by PG&E or at PG&E's request or for PG&E's benefit. If any mechanic's liens are placed on the Property in connection with PG&E's use or PG&E's Activities, PG&E shall diligently pursue all necessary actions to remove such liens from title, either by payment or by recording a lien release bond in the manner specified in California Civil Code Section 8424 or any successor statute.

6. Notices. All notices under this License Agreement shall be sent by email to the addresses set forth in **EXHIBIT B**. In addition, LICENSOR will provide PG&E with telephone or cellphone numbers of staff in calling order to contact in an emergency as set forth in **EXHIBIT B**. **EXHIBIT B** shall be updated as needed to reflect current names and contact information.

7. Indemnity. PG&E shall indemnify, defend and hold harmless LICENSOR and its governing body, officers, agents, and employees from and against all claims, losses, actions, demands, damages, costs, expenses (including, but not limited to, reasonable attorneys' fees and court costs) (collectively, "**Claims**") which arise from or are connected with PG&E's Activities, or the entry on, occupancy or use of, the Property by PG&E or PG&E's Representatives under this License Agreement, including, but not limited to, Claims arising out of (i) injury to or death of persons, including, but not limited to, employees of LICENSOR or PG&E; (ii) injury to property or other interest of LICENSOR and (iii) violation of any applicable federal, state, or local laws, statutes, regulations, or ordinances by PG&E or PG&E's Representatives. The indemnification obligations of PG&E under this Section 8 shall survive the expiration or earlier termination of this License Agreement.

8. Insurance. PG&E shall at all times during the Term of this License Agreement self-insure in accordance with **EXHIBIT C**.

9. Miscellaneous.

(a) Governing Law. This License Agreement shall in all respects be interpreted, enforced, and governed by and under the laws of the State of California.

(b) Attorneys' Fees. Should either party bring an action against the other party, by reason of or alleging the failure of the other party with respect to any or all of its obligations hereunder, whether for declaratory or other relief, and including any appeal thereof, then the party which prevails in such action shall be entitled to its reasonable attorneys' fees and expenses related to such action, in addition to all other recovery or relief.

(c) No Waiver. Any waiver with respect to any provision of this License Agreement shall not be effective unless in writing and signed by the party against whom it is asserted. The waiver of any provision of this License Agreement by a party shall not be construed as a waiver of a subsequent breach or failure of the same term or condition or as a waiver of any other provision of this License Agreement.

(d) Counterparts. This License Agreement may be executed in identical counterpart copies, each of which shall be an original, but all of which taken together shall constitute one and the same agreement.

(e) Authority. Each party to this License Agreement warrants to the other that it has the right and authority to enter into and to perform its obligations under this License Agreement, without the consent of any third party, and that the person signing below is authorized to bind such party.

(f) Exhibits. Exhibits A, B, and C attached to this License Agreement are a part hereof and incorporated herein by this reference.

(g) Electronic Signatures. This License Agreement may be executed by electronic signatures (*e.g.*, using DocuSign or e-SignLive) or signatures transmitted in portable document format ("pdf"), and copies of this License Agreement executed and delivered by means of electronic or pdf signatures shall have the same force and effect as copies hereof executed and delivered with original manually executed signatures. The parties may rely upon electronic and pdf signatures as if such signatures were manually executed originals and agree that an electronic or pdf signature page may be introduced into evidence in any proceeding arising out of or related to this License Agreement as if it were an original manually executed signature page.

(h) Successors and Assigns. This License Agreement shall be binding upon and inure to the benefit of the heirs, personal representatives, successors, and assigns of each party.

(i) Entire Agreement. This License Agreement supersedes all previous oral and written agreements between and representations by or on behalf of the parties and constitutes the entire agreement of the parties with respect to the subject matter hereof. This License Agreement may not be amended, except by a written agreement executed by both parties.

IN WITNESS WHEREOF, the parties have executed this License Agreement as of the date set forth below each signature, effective upon the Effective Date first written above.

"PG&E"

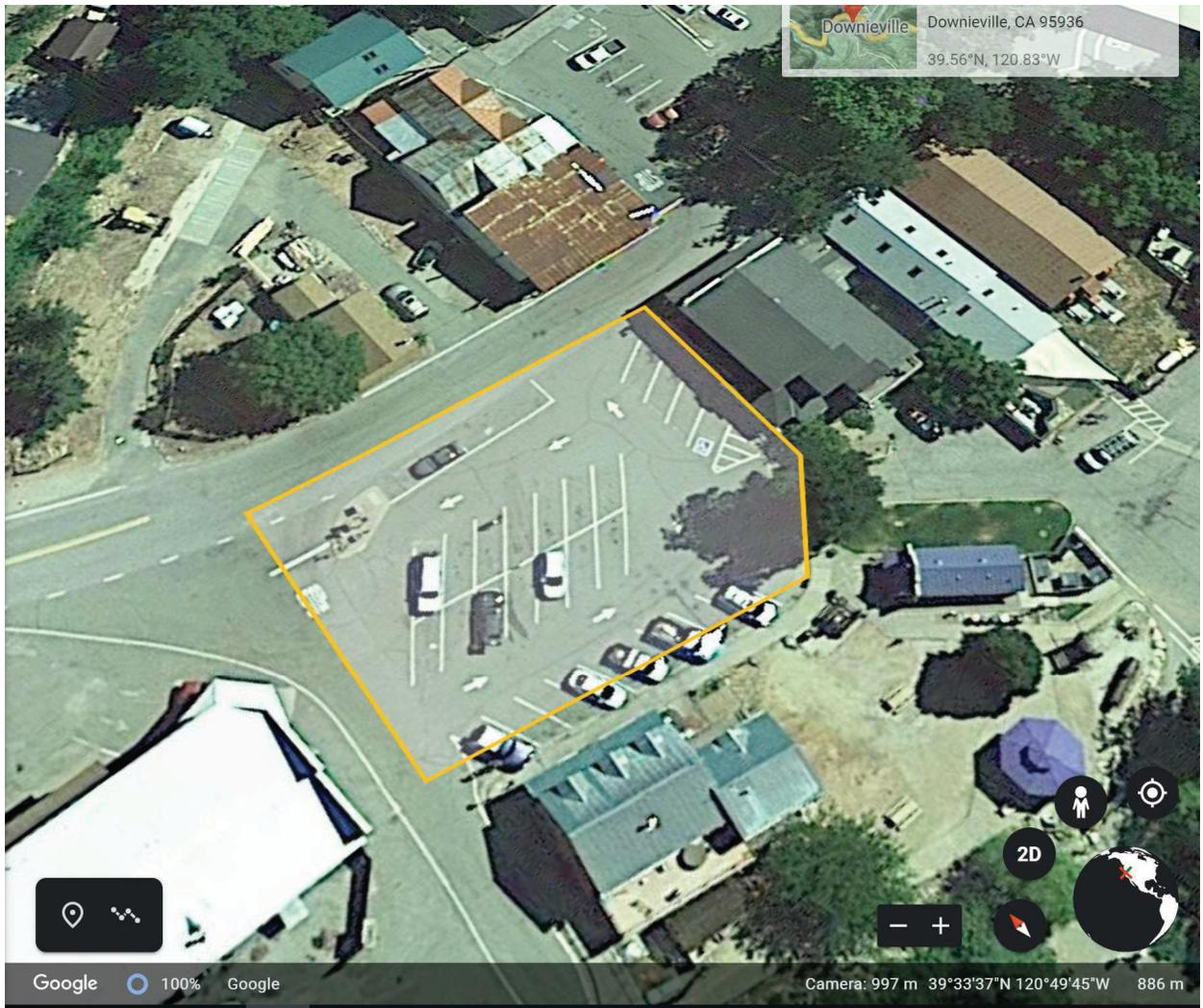
"LICENSOR"

PACIFIC GAS AND ELECTRIC COMPANY, Sierra County  
a California corporation

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_  
Date: \_\_\_\_\_

EXHIBIT A



**EXHIBIT B**

**NOTICES**

**TO LICENSOR:**

Any notice to Licensor, including the notice to be given pursuant to Section 2 of the License Agreement, shall be sent to Tim H. Beals at the following email address: tbeals@sierracounty.ca.gov.

In addition, in the event of an emergency, PG&E shall contact the following persons in the order set forth below:

Bryan Davey - Deputy Director of Transportation bdavey@sierracounty.ca.gov

Sierra County Sheriff's Office at 530-289-3700

Lee Brown, Coordinator, Sierra County Office of Emergency Services  
scoes@sierracounty.ca.gov

## EXHIBIT C



EORM & Insurance Department  
245 Market Street / N4S  
4<sup>th</sup> Floor  
San Francisco, CA 94105

### STATEMENT OF SELF-INSURANCE PROGRAM

May 1, 2019

**Issued to:** To Whom It May Concern

**Re:** Insurance requirements for Pacific Gas and Electric Company (PG&E) to use the location for a Community Resource Center in the event of a Public Safety Power Shutoff (PSPS) event.

This letter certifies PG&E is insured under a major risk management program with large self-insured retentions. The program provides coverage for the insurance types and limits reflected in the agreement which includes:

Commercial General Liability: \$5,000,000 each occurrence / \$5,000,000 aggregate  
Employer's Liability: \$1,000,000 each accident  
Business Auto Liability: \$1,000,000 each accident

Further, PG&E has qualified as a self-insurer under the laws of the State of California with respect to Workers' Compensation. Our identification number for this purpose is 2-0012-01-099.

This letter shall remain in effect until the termination of the agreement.

\*Please note a certificate of insurance is not applicable when an entity is self-insured, such as PG&E, and note there is no expiration date.

  
JANAIZE MARKLAND  
Director of EORM & Insurance  
Pacific Gas & Electric Company

SI Certification Letter  
File: PGE-246.01

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

<b>MEETING DATE:</b> May 5, 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:** Board of Supervisors  
**APPROVING PARTY:** Heather Foster, Clerk of the Board  
**PHONE NUMBER:** 530-289-3295

**AGENDA ITEM:** CONTINUED COVID-19 PUBLIC HEALTH EMERGENCY UPDATE: Report from Sierra County Public Health, County Office of Emergency Services, County Department Managers, Forest Service Representatives, and other local agencies on recent developments relating to the COVID-19 Public Health Emergency and possible action/direction to staff.

**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**

**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 \_\_\_\_\_

## Heather Foster

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**From:** Devan R <devanrosdahl@gmail.com>  
**Sent:** Friday, April 24, 2020 11:15 AM  
**To:** Clerk-Recorder  
**Subject:** Why the fishing ban?

Dear Sierra County representatives,

The response the county has had to Covid-19 is devastating and uncalled for.

Given how small the case totals are in CA you're, shutting down hotels, short term rentals and now the fishing season has basically caused economic desolation to anyone involved in Downieville and Sierra County.

Fly fishing and Fishing in general isn't something people do in groups.... it's a perfect distancing activity that allows people to get out and breath fresh air. Fresh air is known to help with mental and physical health in this pandemic.

These bans affect our local support people who live and provide for their families in Sierra County, and fishing bans further extend that economic impact to local working families and services providers.

I find the response that the county and local government are continuing to push forward to be a huge over reaction and infringement on basic rights protected by the constitution.

Collecting property and local taxes while restricting the use of public space provided and paid for by those taxes is against everything we hold dear as Americans.

Yours truly-  
Devan Rosdahl

## Heather Foster

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**From:** Dallin Rosdahl <dallin.rosdahl@gmail.com>  
**Sent:** Friday, April 24, 2020 12:29 PM  
**To:** Clerk-Recorder  
**Subject:** Sierra County

Hi,

Please consider the implications of your actions in now announcing a delay to the fishing season opening will have on the small businesses in the county. Case counts in California are significantly lower than the rest of the US, and fishing in particular is not an activity that requires or even typically includes groups of people. I am a homeowner in Downieville and use Airbnb to help me pay for my mortgage as well as improve the property I own. I use local labor to both clean and maintain my property providing much needed work and income to residents of Downieville directly. Under the current conditions my help is receiving zero income due to lost bookings.

Mountain biking, hiking, and fishing are not activities that are spreading this virus. I understand people are scared, but the devastation that your actions will have on the local economy this summer if you don't open up may be irreparable.

I believe your actions are an over-reaction to the situation, and I would ask that you consider the trade-offs when making these decisions.

Thanks,  
Dallin Rosdahl

**From:** [Sierra Pines Resort](#)

**Sent:** Monday, April 27, 2020 9:03 PM

**To:** [Peter Huebner](#); [supervisor1@sierracounty.ca.gov](mailto:supervisor1@sierracounty.ca.gov)

**Cc:** [Buttes Resort](#); [Bassetts Station](#); [Steve & Jenny Treviso](#); [409chevy@sbcglobal.net](mailto:409chevy@sbcglobal.net); [Felice Partida](#); [Sonya Z Meline](#); [Downieville River Inn](#); [hello@lureresort.com](mailto:hello@lureresort.com); [Mary Ervin](#)

**Subject:** Sierra County & Grants

Dear Peter and Lee,

I understand that the county has limited funds and much of the budget comes from state and federal grants, but I believe the third biggest contributor to the county budget is the hospitality and tourism industry. It is time that the county starts to take care of its heart and soul of and offer grants to its small businesses. We all know that tourism is suffering because of the limitations put on by the county government. I believe that the community will be made whole by grants from the state and federal government; therefore, the county supervisors should look at passing some of that money back to the small businesses, so that they will be here in the future. I think the county should propose a \$10,000 grant to every small business under its jurisdiction. That would go a long way towards keeping all of the small businesses alive and paying their taxes in the future. It is one thing to keep the citizens safe by discouraging tourism with signs, closing parks, citations for gathering, and closing waterways to fishing, but without small business this county will continue to shrink and die. Below is a link to an example of what other counties in the US are doing:

[https://www.hudsonvalley360.com/news/publicservicenews/foundation-offers-relief-for-small-businesses-in-pandemic/article\\_2265bbd2-7a71-5998-91e9-383315dc0c2e.html](https://www.hudsonvalley360.com/news/publicservicenews/foundation-offers-relief-for-small-businesses-in-pandemic/article_2265bbd2-7a71-5998-91e9-383315dc0c2e.html)

What is the proper way to put this on the agenda so that the supervisors can take action? Thank you for your considerations.

Best,

**Glen Haubl**

Sierra Pines Resort

104 Main Street

Sierra City, CA 96125

(530) 862-1151

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

**From:** [Sonya Z Meline](#)  
**Sent:** Wednesday, April 29, 2020 10:27 AM  
**To:** [peter4actions@gmail.com](mailto:peter4actions@gmail.com); [supervisor1@sierracounty.ca.gov](mailto:supervisor1@sierracounty.ca.gov)  
**Subject:** FW: Sierra County & Grants

Peter and Lee,

Great to meet you sirs. I wish it were under more wonderful circumstances, but as it is, I do appreciate all you are doing for our county to keep us safe and updated.

I have a few questions:

1. Where do we get information on attending the meetings the board holds each week? I don't see it on the website. Can you provide a link or place I can look?
2. We have started a group of tourism focused business owners in Sierra County and we are calling ourselves the Sierra County Visitors Bureau. I want to let this group know more about the grants available to them, as many of them are struggling to keep the lights on and have received no assistance! Our group is meeting on May 12 at 1:30pm (virtually of course) and I wanted to ask if we can have one or both of you gentlemen or anyone else from our board of supervisors to speak at this meeting. We will also have HHS there to discuss the distancing requirements and any ideas they have on phased reopening plans. Attached is our latest newsletter.

Thank you again for all you do, and please stay safe!

Sincerely,

Sonya



**Sonya Z. Meline**  
**Hotel Manager**

Front Desk: 530.289.3573  
Direct: 619.379.1088

**Carriage House Inn**  
110 Commercial Street  
Downieville, CA  
95936

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## Heather Foster

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**From:** Starr, Shane <Shane.Starr@mail.house.gov>  
**Sent:** Thursday, April 30, 2020 9:41 AM  
**To:** Shane Starr  
**Subject:** PRESS RELEASE: LaMalfa Asks Newsom to Answer Rural California's Call to Reopen



For Immediate Release – April 30, 2020 Contact: [Savannah Glasgow](mailto:Savannah.Glasgow@house.gov) – (202) 525-8538

### **LaMalfa Asks Newsom to Answer Rural California's Call to Reopen** *A One Size Fits All Approach Won't Work for California*

(Chico, CA) – Congressman Doug LaMalfa (R-Richvale) spoke with Governor Gavin Newsom yesterday afternoon along with the entire bi-partisan California Congressional delegation. During the call Congressman LaMalfa asked Governor Newsom to recognize the differences in the regions of the state and that many areas including much of Northern California has already met or surpassed his previous criteria for beginning to reopen.

LaMalfa said: “Cities, counties, individuals, and businesses across Northern California have been contacting me to help give them answers on when we can begin to responsibly reopen parts of our region. Much of the North State has already surpassed the guidelines Governor Newsom previously laid out. Butte County hasn't had a new case in 16 days and many northern counties haven't had a single case. In consultation with local health departments and County Boards of supervisors, there is a responsible way to begin reopening large parts of Northern California. We shouldn't have to wait for Los Angeles or San Francisco to meet the goals we already have surpassed. If the reverse was true, we certainly wouldn't see the state waiting on us to reopen major cities. My discussion with the Governor today was to recognize the reality that if he didn't move, the counties and local communities would likely open without approval. Its best if we work together to open with a plan, but if not – it is still going to happen.”

*Congressman Doug LaMalfa is a lifelong farmer representing California's First Congressional District, including Butte, Glenn, Lassen, Modoc, Nevada, Placer, Plumas, Shasta, Sierra, Siskiyou and Tehama Counties.*

###

All the best,  
**Savannah Glasgow**  
*Communications Director*

Congressman Doug LaMalfa (CA-01)  
322 CHOB | Washington, DC 20515 | 202-225-3076  
[Facebook](#) | [Twitter](#) | [Website](#) | [eNewsletter](#)

## Sierra County Phased Opening Plan

Sierra County has established a phased plan for reopening during COVID-19. The local plan is based on California's Pandemic Roadmap and is subject to change based on the Governor's orders. This is a phased plan that will allow a slow and steady pace to return our community to normal operations. The phased plan is necessary to continue to limit the spread of COVID-19 disease until we have developed wide spread immunity. This Plan also allows for targeted mitigation measures, as well as the regression to a prior phase should a spike in community transmission of COVID-19 occur. This plan is a living document that will align with the local and state Public Health Officer's orders. As new findings and recommendations are developed at the Federal, State and Local level this document shall evolve to provide guidance to communities throughout Sierra County.

California Department of Education will be providing the guidance for implementation of their schools in conjunction with Public Health as to the optimal time to open in class learning.

Community support and personal responsibility is critical for this Plan to work. We ask that each resident of Sierra County make informed decisions to keep yourself and your family healthy throughout the duration of this pandemic.

### Stage 1:

#### Individuals:

- **Anyone who is feeling ill should stay home**
- **Continue social distancing** – When in public maintain at least **6** feet from others.
- **Maintain good hygiene practices** – Washing hands, use hand sanitizer, cleaning frequently touched surfaces, covering coughs & sneezes.
- **Face covering**- required to wear a face covering in public, when social distancing is not possible and when in places of business.
- **Social Settings** – Gatherings should be limited to 10 people or less while maintaining at least **6** feet from others.
- **Public Settings**
  - Require that a business would expect all patrons to comply and place adequate signage stating this demand.
  - Require all employees of a business wear a face covering.
  - Make sure you carry hand sanitizer and look for hand sanitizer offered at place of business to use on your way in and out of the door.
- **Vulnerable (high risk) individuals** – those over the age of 65 and individuals with pre-existing health conditions, are encouraged to stay at home. Households with

vulnerable members should be aware that other members of the household may increase risk of transmission if resuming normal activities. Precautions should be taken to protect the vulnerable household members.

- **Non-essential travel is discouraged**
- **Residents are encouraged to participate in outdoor activities close to their home daily.**

**Work & Business:**

- **Return to work and business should be phased, provide appropriate physical distancing measures, and ensure sick employees do not come to work. Please refer to OSHA guidelines: <https://dir.ca.gov/dosh/coronavirus/Health-Care-General-Industry.html>**
  - Provide posted signage educating the public what is expected inside and outside the business including social distancing, face coverings and rescheduling their visit if they are sick.
  - Mark with visuals where employees and customers should be standing.
  - Ensure sick employees remain at home or go home immediately if they become ill at work.
  - Meeting rooms, break rooms and other common areas should remain closed or be limited in capacity to provide physical distancing of at least 6 feet between employees.
  - Return employees back to work in phases, rather than all at once.
  - Consider staggering work schedules to decrease exposure. Continue encouraging telecommuting if possible.
  - Protection and accommodations should be provided to employees who are high risk for COVID-19.
  - If not able to maintain 6 feet distancing employees and customers **MUST** wear face coverings.
  - Clean frequently touched surfaces with appropriate disinfectant.
  - Provide for frequent hand washing and/or make hand sanitizer readily available to both employees and customers.
- **Businesses in Stage I** are the current essential workers and businesses laid out in the Governors Executive Order of March 19, 2020
- **Check with your Healthcare provider and dentist for updated services offered.**

## **Stage 2:**

### **Changes from Stage 1:**

- **Businesses such as pet groomers, offices, retail stores-curb side services only may open with a Public Health approved plan.**
  - **Owners and operators are encouraged to limit the number of staff and customers in the building at a given time.**
    - Optimally less than 6 people in a small store or office. Social distancing of at least 6 feet must be maintained if possible.
  - Consider staggering work schedules to decrease exposure. Continue encouraging telecommuting if possible.
  - Provide posted signage educating the public what is expected inside and outside the business including social distancing, face coverings and rescheduling their visit if they are sick.
  - Mark with visuals where employees and customers should be standing.
  - If not able to maintain 6 feet distancing employees and customers **MUST** wear face coverings.
  - Provide as many services as feasible with limited contact for example:
    - Online orders with in store pickup
    - Limiting number of customers in a lobby or waiting area
    - Staggering appointments
  - Clean frequently touched surfaces with appropriate disinfectant.
  - Provide for frequent hand washing and/or make hand sanitizer readily available to both employees and customers.
- **Outdoor recreation may open.**
  - Physical distancing should be promoted and maintained.
  - If equipment is provided it should be cleaned after use.
  - Organized team sports of more than 10 should remain cancelled
  - Organized youth sports should remain cancelled
- **Neighborhood sports may resume** with appropriate physical distancing & hygiene protocols, no sports allowed that require out of county travel.
- **Gatherings of no more than 10 (# subject to change) people recommended maintaining at least 6 feet from others.**
  - In addition to social settings, this applies to organized activities, groups, meetings, religious groups etc.
  - Recommend use of technology based services for groups and meetings whenever possible.

**What should remain closed:**

- Hair salons, nail salons, barbers and massage therapists
- Restaurant dine in
- Short term rentals and lodging
- Bars
- Hot springs and pools
- Organized youth sports
- Organized Camps
- Churches, synagogues, mosques, temples
- Skilled nursing facilities should be closed to non-essential visitors.

**The Medical Health Operational Area Coordination Team (MHOAC) will evaluate and monitor:**

- Regional medical and EMS data will be monitored
- Local healthcare facilities will continue to provide weekly situation reports
- Local and regional testing will be monitored
- Case investigation and contact tracing will be conducted
- Coroner reports will be reviewed

**Should an increase in illness occur, targeted mitigation measures will be employed as determined by the MHOAC Team. This could include one or more of the following:**

- Increased monitoring of exposed contacts
- Stricter quarantine of contacts
- Increased recommended use of PPE
- Recommended reduction in worksite staff
- Sanitation of a specific facility
- Closure or partial closure of a specific facility
- Recommended reduction in social gatherings
- **Should the number of positive COVID cases increase to 3 cases, the public will be asked to return to stricter protocols and Stage 2 would be delayed.**
- **Should no significant increase in cases occur over a period of at least 30 days; then we will enter Stage 3 for reopening which allows for decrease in recommended restrictions.**

### **Stage 3**

#### **Changes from Stage 2:**

- **Vulnerable groups-** those over the age of 65 and individuals with pre-existing health conditions are no longer under the stay at home order but encouraged to continue with face coverings, social distancing and handwashing frequently.
- **Businesses such as hair salons, nail salons, barbers, massage therapists, may open.**
  - **Owners and operators are encouraged to limit the number of staff and customers in the building at a given time.**
    - Social distancing of at least **6** feet must be maintained if possible.
    - For example, a salon has **3** chairs or booths, consider opening only **1** at one time to allow for physical distancing.
  - Consider staggering work schedules to decrease exposure. Continue encouraging telecommuting if possible.
  - Provide posted signage educating the public what is expected inside and outside the business including social distancing, face coverings and rescheduling their visit if they are sick.
  - Mark with visuals where employees and customers should be standing.
  - If not able to maintain 6 feet distancing employees and customers **MUST** wear face coverings.
  - Provide as many services as feasible with limited contact for example:
    - Limiting number of customers in a lobby or waiting area
    - Staggering appointments
  - Clean frequently touched surfaces with appropriate disinfectant.
  - Provide for frequent hand washing and/or hand sanitizer readily available to both employees and customers.

*\* Licensed providers such as cosmetology, dental, medical etc. should refer to State Licensing Board and National Associations for guidelines, provisions, and requirements related to their particular profession.*

- **Restaurants may open for limited dine in options.**
  - Provide posted signage educating the public what is expected inside and outside the business including social distancing, face coverings and rescheduling their visit if they are sick.
  - Mark with visuals where employees and customers should be standing.
  - Tables must allow for appropriate physical distancing of **6** feet.

- No more than half capacity should be reached.
- Take out options should continue to be promoted.
- Clean frequently touched surfaces with appropriate disinfectant.
- Provide for frequent hand washing and/or hand sanitizer readily available to both employees and customers.
- **Lodging and short term rentals may open.**
  - Provide posted signage educating the public what is expected inside and outside the business including social distancing, face coverings and rescheduling their visit if they are sick.
  - Mark with visuals where employees and customers should be standing.
  - Clean frequently touched surfaces with appropriate disinfectant.
  - Provide for frequent hand washing and/or hand sanitizer readily available to both employees and customers.
- **Social Settings** – Gatherings should be limited to a reasonable number and maintaining at least 6 feet from others.
- **Travel may resume**
- **Bars may open** maintaining at least 6 feet from others, diminished occupancy and cleaning frequently touched surfaces.
- **Congregate settings may open** with appropriate physical distancing & hygiene protocols:
  - Hot Springs and Pools
  - Camps
  - Organized youth activities including sports
  - Churches, synagogues, mosques, temples
  - Weddings

**Should an increase in illness occur, targeted mitigation measures will be employed as determined by the MHOAC Team. This could include one or more of the following:**

- Increased monitoring of exposed contacts
- Stricter quarantine of contacts
- Increased recommended use of PPE
- Recommended reduction in worksite staff
- Sanitation of a specific facility
- Closure or partial closure of a specific facility
- Recommended reduction in social gatherings
- Closure or partial closure of congregate settings

- Return to takeout only options for restaurants
- Cancellation of non-essential travel
  
- **Should the increase in community spread of illness be significant, the public will be asked to return to stricter protocols and Stage 3 would be delayed.**
- **Should no significant increase in cases occur over a period of 30 days, then we will enter Stage 4 for reopening which allows for additional decrease in restrictions.**

#### **Stage 4**

##### **Changes from Stage 3:**

- **All businesses may resume normal business and capacities.**
- **Skilled nursing facilities can resume normal visitation procedures.**
- **Physical distancing restrictions and face coverings removed.**

**Should an increase in illness occur, targeted mitigation measures will be employed as determined by the MHOAC Team. This could include one or more of the following:**

- Increased monitoring of exposed contacts
- Stricter quarantine of contacts
- Increased recommended use of PPE
- Recommended reduction in worksite staff
- Sanitation of a specific facility
- Closure or partial closure of a specific facility
- Recommended reduction in social gatherings
- Closure or partial closure of congregate settings
- Return to takeout only options for restaurants
- Cancellation of non-essential travel
  
- **Should the increase in community spread of illness be significant, the public will be asked to return to stricter protocols and stage 4 will be delayed.**

## Sierra County Road Map Report Card

Key Metrics		Status	
1	Stability of Hospitalizations	Hospitals in surrounding Counties and the State of Nevada have been stable for several weeks.	
2	Personal Protective Equipment Inventory	Local Clinics, Skilled Nursing Facility, EMS, and other First Responders are equipped with PPE. The Health Department has additional supplies on hand for their use should they need them.	
3	Healthcare Surge Capacity	The surge capacity for Region III is above the estimated need.	
4	Testing Capacity	Clinics in Sierra County currently have capacity to test all persons meeting testing criteria. Several facilities within an hour's drive are testing Sierra County residents.	
5	Contact Tracing Capability	Sierra County Health Department has the capacity to contact trace at least 3 positive cases with current staff.	
6	Public Health Guidance in Place	Face covering order in place. Guidance packets with reopening templates mailed to all businesses. Must have an approved plan on file with PH before business is allowed to reopen.	

The situation with COVID19 is fluid. Planning for re-opening of businesses and activities is subject to frequent adjustments.  
 This is the best information Sierra County Public Health can provide today - May 1, 2020

Stages	Examples of Allowed Public Activities	Required Safety Actions	Example Businesses OPEN	Timeframe*	Start Stage Triggers	Revert to previous stage
<b>Stage 1</b>	Travel for essential work.  Medical Appointments. Prescriptions pick-up if mailing not available.  Grocery Shopping preferably with E-cart or other advance ordering.  Caring for At-risk Community Members.  Recreating outdoors close to home.  Gatherings of less than 10 people with 6 foot distance.	Wash your hands often for at least 20 seconds Maintain 6 foot distance from others.  If not able to maintain 6 foot distancing, a face covering should be worn in small stores, office, etc.  Essential businesses open with safety measures.  Limit number of people in a businesses at one time.  Skilled Nursing Facilities restrict visitor access.	Restaurants for take-out only  Construction  Fire Suppression  Hardware Stores  Grocery Stores  Delivery Companies  Gas Stations  Pharmacies	Currently	State Health Officer and Governor's Order and Local Health Officer Order	
<b>Stage 2</b>	Non-essential shopping  Play organized team sports  Attend School*	Medium Risk Businesses open with Reopen MOU.  Team Sports with out spectators.  Non-essential Group Transport with face coverings.	Retail Stores  Outdoor Sports Shuttles  Schools*	TBD* possibly within weeks.	2 or less <b>active</b> lab confirmed cases in Sierra County	3 <b>active</b> lab confirmed cases or more in Sierra County
<b>Stage 3</b>	Travel with precautions  Participate in group camps	Bars and Restaurants indoor seating open with Reopen MOU.  High Risk Businesses open with Reopen MOU.  Lodging and Short-term Rentals with Reopen MOU.	Restaurants & Bars with seating  Barbers Lodging  Hair & Nail Salons  Massage Therapists  Swimming Pools & Hot Springs	TBD* possibly within months.	Monitor for evidence of community spread.	
<b>Stage 4</b>	Open Travel Visit Skilled Nursing Facilities  Large gatherings allowed.	Standard precautions are new normal; washing hands, cleaning of frequently touched surfaces, staying home when ill, face coverings when sick.	All businesses & activities without restrictions	TBD*	Monitor for evidence of community spread.	

\* Subject to adjustment of State Health Officer or Governor's Order. At this time Sierra County can not be more lenient than the State.

**Sierra County COVID19 Reopening  
Memorandum of Understanding (MOU)**

Business or Organization Name: \_\_\_\_\_

Facility Address: \_\_\_\_\_

Description of what you do in your business or activity:

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**Implement all applicable measures listed below and be prepared to explain why any measure that is not implemented is not applicable to the business or activity.**

*When completing this form, mark all checkboxes applicable to the facility.*

### **Signage**

- Place a sign at each public entrance of the facility to inform all employees and customers that they should: avoid entering the facility if they have a cough or fever; maintain a minimum six-foot distance from one another; sneeze and cough into a cloth or tissue or, if not available, into one's elbow; not shake hands or engage in any unnecessary physical contact, and wear a face covering.
- Post a copy of a Physical Distancing Protocol at each public entrance to the facility.

### **Measures to Protect Employee Health**

- Everyone who can carry out their work duties from home has been directed to do so.
- All employees have been told not to come to work if sick.
- Symptom checks are being conducted before employees may enter the work space.
- All desks or individual work stations are separated by at least six feet.
- Break rooms, bathrooms, and other common areas are being disinfected frequently, on the following schedule:
  - Break rooms: \_\_\_\_\_
  - Bathrooms: \_\_\_\_\_
  - Other: \_\_\_\_\_
- Disinfectant and related supplies are available to all employees at the following location(s): \_\_\_\_\_
- Hand sanitizer effective against COVID-19 is available to all employees at the following location(s): \_\_\_\_\_
- Soap and water are available to all employees at the following location(s): \_\_\_\_\_

**Sierra County COVID19 Reopening  
Memorandum of Understanding (MOU)**

- Encourage employees and customers to wear a face covering that covers the nose and mouth at all times when in the facility. Provide such face coverings to employees if needed.
  - Copies of this Protocol have been distributed to all employees.
  - Optional—Describe other measures:
- 

**Measures to Prevent Crowds from Gathering**

- Limit the number of customers in the facility at any one time to [insert maximum number here], which allows for customers and employees to easily maintain at least six- foot distance from one another at all practicable times.
- Post an employee at the door to ensure that the maximum number of customers in the facility set forth above is not exceeded.
- Placing per-person limits on goods that are selling out quickly to reduce crowds and lines.  
Explain:
- Optional—Describe other measures:

**Measures to Keep People at Least Six Feet Apart**

- Placing signs outside the store reminding people to be at least six feet apart, including when in line.
- Placing tape or other markings at least six feet apart in customer line areas inside the facility and on sidewalks at public entrances with signs directing customers to use the markings to maintain distance.
- Separate order areas from delivery areas to prevent customers from gathering.
- All employees have been instructed to maintain at least six feet distance from customers and from each other, except employees may momentarily come closer when necessary to accept payment, deliver goods or services, or as otherwise necessary.
- Optional—Describe other measures:

**Sierra County COVID19 Reopening  
Memorandum of Understanding (MOU)**

**Measures to Prevent Unnecessary Contact**

- Preventing people from self-serving any items that are food-related.
  - Lids for cups and food-bar type items are provided by staff and not available for self-service.
  - Bulk-item food bins are not available for customer self-service use.
- Not permitting customers to bring their own bags, mugs, or other reusable items.
- Providing for contactless payment systems or, if not feasible, sanitizing payment systems regularly. Describe:  
\_\_\_\_\_
- Optional—Describe other measures (e.g., providing senior-only hours):  
\_\_\_\_\_

**Measures to Increase Sanitization**

- Disinfecting wipes that are effective against COVID-19 are available near shopping carts and shopping baskets.
- Employee(s) assigned to disinfect carts and baskets regularly.
- Hand sanitizer, soap and water, or effective disinfectant is available to the public at or near the entrance of the facility, at checkout counters, and anywhere else inside the store or immediately outside where people have direct interactions.
- Disinfecting all payment portals, pens, and styluses after each use.
- Disinfecting all high-contact surfaces frequently.
- Optional—Describe other measures:  
\_\_\_\_\_

\* Any additional measures not included here should be listed on separate pages, which the business should attach to this document.

Business or Organization Representative  Print name: _____  Signature: _____  Date: _____	Sierra County Public Health   Dr. Celia Sutton-Pado Sierra County Health Officer Date: _____
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**Sierra County  
Board of Supervisors'  
Agenda Transmittal &  
Record of Proceedings**

<b>MEETING DATE:</b> May 5, 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:** Board of Supervisors  
**APPROVING PARTY:** Peter W. Huebner, District No. 2  
**PHONE NUMBER:** 530-289-3295

**AGENDA ITEM:** Declaration of vacancy on the Sierra County Fish and Wildlife Commission and direct the Clerk to advertise said vacancy.

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

**BACKGROUND INFORMATION:** The Sierra County Fish and Wildlife Commission has requested the Board of Supervisors as the appointing authority to declare Gale Dupree's position vacant as Mr. Dupree is no longer able to serve on the Commission. Recommendation is to declare the position vacant and direct the Clerk to advertise the vacancy.

**FUNDING SOURCE:** N/A  
**GENERAL FUND IMPACT:** No General Fund Impact  
**OTHER FUND:**  
**AMOUNT:** \$0 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></p> <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

Committee Name	Member Name	Position	Term Expiration Date
Fish and Wildlife Commission	BEARD, JAMES	BOS REPRESENTATIVE (E)	N/A
Fish and Wildlife Commission	COPREN, WILLIAM G	ALTERNATE	N/A
Fish and Wildlife Commission	DUPREE, GALE	MEMBER	N/A
Fish and Wildlife Commission	HUEBNER, PETER	BOS REPRESENTATIVE (W)	N/A
Fish and Wildlife Commission	JOHNSTON, JAMES	MEMBER	N/A
Fish and Wildlife Commission	LATTA, ROBERT W JR	MEMBER/CHAIR	N/A
Fish and Wildlife Commission	OSTROM, SIGURD	MEMBER	N/A
Fish and Wildlife Commission	TIERNEY, MARILYN	MEMBER	N/A

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

<b>MEETING DATE:</b> May 5, 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:** Board of Supervisors  
**APPROVING PARTY:** Paul Roen, District No. 3  
**PHONE NUMBER:** 530-289-3295

**AGENDA ITEM:** Discussion/action on letter from the Wildlife Conservation Board (WCB) proposing land acquisition adjacent to the Smithneck Creek Wildlife Area.

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

**BACKGROUND INFORMATION:** See attached letter from the WCB and staff memo

**FUNDING SOURCE:** N/A

**GENERAL FUND IMPACT:** No General Fund Impact

**OTHER FUND:**

**AMOUNT:** \$0 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 \_\_\_\_\_

**Agenda Item: Discussion and Direction on WCB Letter Proposing Land Acquisition Adjacent to Smithneck Creek Wildlife Area.**

**Background:** The Wildlife Conservation Board is considering a land acquisition of contiguous property to the Smithneck Creek Wildlife Management Area and has solicited comments by letter addressed to the Board of Supervisors. The parcel is currently subject to an annual, verbal grazing agreement between the current owner and adjacent rancher Arnold and Chris Potter. When the land becomes public, the Department of Fish and Game will be managing the land as it does for the balance of the wildlife area. I contacted the Manager for this wildlife area, Biologist Stacy Anderson and asked questions to fully understand the potential uses and restrictions on this newly acquired parcel. My comments for the Board to consider in forwarding a letter to the WCB include the following:

- 1) Confirm that the State will pay annual in-lieu property taxes for this property once it is acquired by the State.
- 2) According to Stacy, there are no immediate plans to allow grazing on the parcel once acquired and it is my opinion that the Board should encourage that grazing continue as a means of vegetation management and the State should not terminate grazing use upon acquisition, rather allow an annual lease to continue the grazing practice.
- 3) According to Stacy, once a decision is made (if it is made) to allow grazing, the State would solicit proposals for a vegetation management lease and individual proposals submitted by ranchers would be ranked and ranking would be based on approach, method, price, etc . There would be no guarantee of who would be awarded a lease. My concern is until the structure for the RFP is developed and issued by the State, it could take years and it is strongly encouraged that the State allow the annual grazing lease to occur under more informal solicitation of proposals while the more involved vegetation management RFP process is being developed. This would ensure that grazing continues and is an accepted practice as part of the acquisition.
- 4) There is a question as to use of ATV's in managing the grazing or vegetation management lease and it is strongly recommended that the Board ask that such uses by the successful rancher in obtaining a lease not be a prohibited method of management.
- 5) The Board should be clear in its letter that it feels that the management direction for the wildlife management area and grazing are very compatible uses and to acquire and then at some later date prohibit grazing would be a disservice to the County's General Plan goals and policies and the Board's full support of sustainable agriculture in Sierra Valley.

**Recommendation:** Authorize a letter to the WCB containing Board support for the acquisition based on the State's confirmation to payment of annual in-lieu property taxes and based on the comments noted herein and any other that may occur in the discussion before the Board.



GAVIN NEWSOM, Governor  
NATURAL RESOURCES AGENCY  
DEPARTMENT OF FISH AND WILDLIFE  
**WILDLIFE CONSERVATION BOARD**  
Mailing Address: P.O. Box 944209  
Sacramento, California 94244-2090  
[www.wcb.ca.gov](http://www.wcb.ca.gov)  
(916) 445-8448  
Fax (916) 323-0280

Sierra County Board of Supervisors  
100 Courthouse Square, Room 11  
P.O. Drawer D  
Downieville, CA 95936

**MAR 18 2020**

SMITHNECK CREEK WILDLIFE AREA, EXPANSION 1 (MELLO)  
SIERRA COUNTY  
PROJECT ID: 2019043

Dear Board Members:

The California Department of Fish and Wildlife (CDFW), through the Wildlife Conservation Board (WCB), is involved in a land acquisition program focused on the long-range protection and enhancement of habitat for fish and wildlife. The CDFW identifies sites considered for acquisition in response to public interest, legislative mandate and departmental goals.

I am writing to advise you that WCB will consider the acquisition of fee title of 976± acres of wildlife habitat located in Sierra County and identified as Assessor Parcel Nos. 016-090-016 and 016-090-019. The proposal is scheduled to be presented at the May 20, 2020, Board meeting. An electronic copy of the preliminary agenda will be available for your review by April 21, 2020 at [www.wcb.ca.gov](http://www.wcb.ca.gov) under News and Announcements. A more complete description of each proposal will be contained in the final meeting Agenda, which will be available at [www.wcb.ca.gov](http://www.wcb.ca.gov) ten days prior to the Board meeting.

We would also like to inform you that the property involved in this project is encumbered by a Land Conservation Contract under the Williamson Act. The acquisition of the property by the California Department of Fish and Wildlife is for purposes of providing habitat protection and to maintain the property's open space characteristics. The property will become an addition to CDFW's Smithneck Creek Wildlife Area and will remain in its natural and open space condition. If you have any questions about this proposal or need additional information, please feel free to contact me at (916) 445-0137.

Sincerely,

A handwritten signature in blue ink that reads "John P. Donnelly". The signature is fluid and cursive, with the first name "John" being the most prominent.

John P. Donnelly  
Executive Director

Enclosure(s)

cc: The Honorable Brian Dahle  
The Honorable Megan Dahle  
Shelton Douthit, Executive Director

ec: Kevin Thomas, Regional Manager  
CDFW, North Central Region (2)

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

<b>MEETING DATE:</b> May 5, 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:** Public Works and Transportation  
**APPROVING PARTY:** Tim Beals, Director  
**PHONE NUMBER:** 530-289-3201

**AGENDA ITEM:** Discussion/adoption of resolution commencing proceedings under the County Service Area Law to create a County service area zone within existing County Service Area 4 for the creation of an assessment on improved property for an emergency services assessment to partially fund a professional services agreement between the Sierra County Fire Protection District #1, Sierra County, and Truckee Meadows Fire Protection District to include the unincorporated communities of Long Valley, Verdi, and other individual properties located within the portions of Sierra County located within the extreme eastern region of Sierra County as described by map included within the resolution proposed for consideration.

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

**BACKGROUND INFORMATION:**

**FUNDING SOURCE:** N/A  
**GENERAL FUND IMPACT:** No General Fund Impact  
**OTHER FUND:**  
**AMOUNT:** \$0 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 \_\_\_\_\_

**Agenda Item: Adopt resolution commencing the CSA zone for emergency services in Long Valley and Verdi.**

**Background:** First and foremost, the agenda item initially suggested adoption of the resolution commencing proceedings but since the matter was scheduled, a few critical procedural questions have arisen that will require discussion and direction from the Board in order to proceed. Thus it will be recommended that the item be discussed and direction given on May 5, 2020 accordingly and the matter will be scheduled for adoption on May 19, 2020

Fire protection for Verdi has been a difficult setting for decades and after the Board initiated fire district formation failed in 1990, the County several years later commenced annual payments to Nevada fire agencies and the Verdi Volunteer Fire Department to provide fire services. The County paid annual costs of \$10000 and the SCFPD#1 contributed its proportion of property tax payments each year in the same manner as the county. This assured service, provided assurances to insurance underwriters of availability of fire and homeowner insurance.

In July of 2004, the Board adopted its resolution 2004-102 and formed a county service area zone and commenced a proceeding to impose a special tax. This was site-specific to two parcels of land being subdivided (O'Sullivan for Feenune Subdivision and Bielser for Vista Verdi Subdivision). No hearing was required at that time under the CSA Law. In September, October and ultimately in November the Board fully discussed the options and the proposed tax measure and on November 2005 the Board adopted its resolution 2005-154 which set the special tax and set a date for an election. The tax was \$300 per parcel per year for seven parcels and this has been assessed annually since 2005. Between 2004 and 2016 the Verdi Volunteer Fire effort began to fall apart and it became apparent that professional, paid fire and medical response service was taking over services for Nevada's portion of Verdi and Cold Springs and eventually the volunteer fire agencies in both Verdi and Cold Springs ended.

Fast forward to 2017 and the SCFPD#1 showed renewed interest in annexing eastern Sierra County and this eventually was successful and took effect in 2019. This approved annexation included Verdi and Long Valley. The Board conducted two key fire protection workshops-one in April 2017 and one in November 2017. From these workshops came several directives that encouraged the SCFPD#1 annexation and directed to begin the discussion of creating a CSA zone of benefit to cover the extreme eastern region of the County, including the communities of Verdi and Long Valley.

So for discussion, it is critical that it is understood that the CSA Law was totally restructured subsequent to the Board's creation of the CSA zone authorized in its 2004 resolution. The new or restructured CSA law requires a couple of additional steps and they include notice and hearing, and other more procedural issues. These steps will be outlined on May 5, 2020 and a hearing will need to be set for May 19 and following the hearing, the Board may be able to adopt the resolution commencing the new zone formation. However, there is a serious question regarding the approach needed here. There is already a CSA zone in existence (2004) so it may be best to not create a new or second zone and only propose to expand the boundary of the existing zone created in 2004. Creating additional confusion is the fact that a special tax, not an assessment, was imposed in 2005 for two parcels (7 lots) and a decision has to be made regarding the continuation of the special tax once this new assessment is adopted by the Board. It is proper that the existing special tax be eliminated and in its place for the seven lots, an assessment of an amount much lower than the former special tax will be substituted and all lots in Verdi and Long Valley that are improved will be paying the same amount as well.

County Counsel offered the opinion to the Board in 2017 and recently that the need to raise the balance of the costs for the emergency services agreement with Truckee Meadows Fire Protection District can be properly implemented with an assessment rather than a special tax. So we will propose to abandon the special tax that is now in place and also propose to simply expand the existing CSA zone to include all of the eastern region along the California Border. Funding as required will be secured through an annual assessment to any property that is improved. All other properties (vacant and unimproved) will not be assessed any assessment.

So as you can see, there are a number of tangential issues needing to be discussed and direction given. I will have a map of the proposed expansion of the CSA zone for review on May 5 and can further discuss the process that will get us to the goal that initially commenced in 2017 through the special Board meetings on fire services. I will also have the computations that show the amount of the annual assessment that will fund the balance of the services agreement with TMFPD not covered by the property tax shift that was implemented to serve the SCFPD#1 annexation (between \$15000 and \$20000) evenly split among 112 improved parcels for the three year life of the services agreement. Thereafter, if additional funds are required for extensions of the agreement with TMFPD, a new election (Prop 218) protest hearing would then be required to authorize the increase..

**Recommendation:** Conduct a full discussion, clearly point out the options for accomplishing the goal, and determine how to proceed with direction to return to the Board on May 19, 2020 with the final resolution for adoption.

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

<b>MEETING DATE:</b> May 5, 2020	<b>TYPE OF AGENDA ITEM:</b> <input checked="" type="checkbox"/> Regular <input type="checkbox"/> Timed <input type="checkbox"/> Consent
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<b>DEPARTMENT:</b> County Counsel <b>APPROVING PARTY:</b> David Prentice <b>PHONE NUMBER:</b> 559-500-1600
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**AGENDA ITEM:** Closed session pursuant to Government Code Section 54956.9(a) - conference with legal counsel regarding the following litigation: ARP - Loylton Cogen LLC Chapter 11 Bankruptcy - United States Bankruptcy Court Central District Case No. 8:20-bk-10535-ES.

**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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CLERK TO THE BOARD \_\_\_\_\_  
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**Sierra County  
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Agenda Transmittal &  
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<b>MEETING DATE:</b> May 5, 2020	<b>TYPE OF AGENDA ITEM:</b> <input checked="" type="checkbox"/> Regular <input checked="" type="checkbox"/> Timed <input type="checkbox"/> Consent
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**DEPARTMENT:** Board of Supervisors  
**APPROVING PARTY:** Sharon Dryden, District No. 5  
**PHONE NUMBER:** 530-289-3295

**AGENDA ITEM:** Presentation by Carolyn Widman, Executive Director of Inc. Seniors on the Loylton Senior Center's efforts to meet the needs of the community during the COVID-19 pandemic.

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

**BACKGROUND INFORMATION:**

**FUNDING SOURCE:** N/A  
**GENERAL FUND IMPACT:** No General Fund Impact  
**OTHER FUND:**  
**AMOUNT:** \$0 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></p> <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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CLERK TO THE BOARD

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DATE

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

<b>MEETING DATE:</b> May 5, 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:** Behavioral Health  
**APPROVING PARTY:** Lea Salas, Administrative Director  
**PHONE NUMBER:** (530) 993-6746

**AGENDA ITEM:** Addendum to Coordination of Services Mental Health Memorandum of Understanding

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

**BACKGROUND INFORMATION:** Please see attached memo.

**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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CLERK TO THE BOARD

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DATE

# Memorandum

**To:** Sierra County Board of Supervisors  
**From:** Lea Salas, Administrative Director  
**Reference:** Agenda Item  
**Date of memo:** April 27, 2020  
**Date of Board Meeting:** May 5, 2020

**Requested Action:** Addendum to the Memorandum of Understanding (MOU) between California Health and Wellness Plan (CHWP) and County of Sierra for Coordination of Services

**Mandated by:** Managed Care Final Rule

## Funding

**Budgeted?** Yes  No

	Yes	No
Revenue		
Expenses		
Difference	0	

**Background Information:** This is an addendum to the MOU between California Health and Wellness Plan and County of Sierra for coordination of services. This addendum delineates the specific roles and responsibilities by the CHWP and Sierra County for screening, referral, coordination and delivery of alcohol and other drug services for Medi-Cal beneficiaries, who meet the medical necessity criteria for Medi-Cal services and identified by DHCS as a Medi-Cal Managed Care Health Plan benefit.

**Potential Issues to consider:** None

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

# **ADDENDUM TO COORDINATION OF SERVICES MENTAL HEALTH MEMORANDUM OF UNDERSTANDING**

This Addendum is an addendum to the signed Memorandum of Understanding (MOU) between **Sierra County Behavioral Health** (hereinafter referred to as COUNTY) and **California Health and Wellness Plan** (hereinafter referred to as the "CHWP"). The purpose of the Addendum is to describe the responsibilities of the COUNTY and CHWP for coordination of Medi-Cal alcohol and other drug services for Plan Members served by both parties in Sierra County under the Department of Health Care Services (DHCS) Medi-Cal Managed Care Program.

This Addendum delineates the specific roles and responsibilities by the CHWP and COUNTY for screening, referral, coordination and delivery of alcohol and other drug services for Medi-Cal beneficiaries, who meet the medical necessity criteria for Medi-Cal services and identified by DHCS as a Medi-Cal Managed Care Health Plan benefit. Title 22, California Code of Regulations (CCR) has been used as the reference for the required elements in the Addendum. All references in this addendum to "Members" are limited to the Plan's Members.

## **BACKGROUND**

On April 25, 2016 the Managed Care Final Rule was issued by Centers for Medicare and Medicaid Services (CMS). This rule was adopted by the state of California and released contract regulatory changes to CHWP, effective July 1<sup>st</sup> 2017. The Managed Care Final Rule builds on Medicaid reform introduced by the Affordable Care Act and seeks to align Medicaid with Medicare Advantage and Exchange regulations. In accordance with exhibit A, attachment 12 provision 2.H, the CHWP is required to execute a Memorandum of Understanding (MOU) with county departments for alcohol and substance use disorder treatment services.

## **TERMS**

This Addendum shall commence on April 1, 2020 and shall continue under the terms of the existing MOU.

## **OVERSIGHT RESPONSIBILITIES OF THE CALIFORNIA HEALTH AND WELLNESS PLAN AND COUNTY**

1. The CHWP has responsibility to work with the COUNTY to insure that oversight is coordinated and comprehensive and that the Member's healthcare is at the center of all oversight. Specific processes and procedures will be developed cooperatively with COUNTY, as will any actions required to identify and resolve any issues or problems that arise.
2. The COUNTY will serve as the entity that will be responsible for program oversight, quality improvement, problem and dispute resolution, and ongoing

management of the addendum to the existing MOU.

3. The CHWP and COUNTY will formulate a multidisciplinary clinical team oversight process for clinical operations: screening, assessment, referrals, care management, care coordination, and exchange of medical information. CHWP and COUNTY will determine the final composition of the multidisciplinary teams to conduct this oversight function.
4. The CHWP and the COUNTY will designate as appropriate and when possible the same staff to conduct tasks associated within the oversight and multidisciplinary clinical teams.

## **SPECIFIC ROLES AND RESPONSIBILITIES**

### **A. Screening, Assessment and Referral**

1. Determination of Medical Necessity
  - a. The COUNTY will follow the medical necessity criteria outlined in Title 22, California Code of Regulations (CCR) for the Drug Medi-Cal (DMC). The DMC shall be available as a benefit for individuals who meet the medical necessity criteria and reside in a county that provides drug Medi-Cal services.
  - b. The CHWP will be responsible for determining medical necessity as it relates to covered health care benefits, as outlined in 22 CCR51303(a).
  - c. The CHWP will continue to cover and ensure the provision of primary care and other services unrelated to the alcohol and substance abuse treatment
2. Assessment Process
  - a. The CHWP and COUNTY shall develop and agree to written policies and procedures regarding agreed-upon screening, assessment and referral processes.
  - b. The COUNTY will have available to the community and to their providers the current version of the American Society of Addiction Medicine (ASAM) Level of Care that identifies the criteria utilized to assist with determining the appropriate treatment level of care to ensure providers are aware of SUD levels of care for referral purposes.
  - c. The CHWP providers will ensure a substance use, physical, and mental health screening, including ASAM Level 0.5 SBIRT services for Members, is available.
  - d. The CHWP shall identify individuals requiring alcohol and or substance abuse treatment services
3. Referrals

- a. The CHWP and COUNTY shall develop and agree to written policies and procedures regarding referral processes and tracking of referrals, including the following:
  - i. The COUNTY will accept referrals from CHWP staff, providers and Members' self-referral for determination of medical necessity for alcohol and other drug services (including outpatient heroin detoxification providers, for appropriate services).
  - ii. The CHWP accepts referrals from COUNTY staff, providers and Members' self-referral for physical health services.

## **B. Care Coordination**

1. The CHWP and COUNTY will develop and agree to policies and procedures for coordinating health care for Members enrolled in the CHWP and receiving alcohol and other drug services through COUNTY.
2. An identified point of contact from each party to serve as a liaison and initiate, provide, and maintain the coordination of care as mutually agreed upon in CHWP and COUNTY protocols.
3. Coordination of care for alcohol and other drug treatment provided by COUNTY shall occur in accordance with all applicable federal, state and local regulations.
4. The CHWP and COUNTY will promote availability of clinical consultation for shared clients receiving physical health, mental health and/or SUD services, including consultation on medications when appropriate.
5. The delineation of case management responsibilities will be outlined.
6. Regular meetings to review referral, care coordination, and information exchange protocols and processes will occur with COUNTY and CHWP representatives.
7. The CHWP will assist Members in locating available treatment service sites. To the extent that treatment slots are not available within the CHWP service area, CHWP shall pursue placement outside of the area.
8. The CHWP will coordinate services between the primary care providers and the treatment programs

## **C. Information Exchange**

CHWP and COUNTY agree that use or disclosure of Member information qualifying as "protected health information" (PHI), as that term is defined under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Health

Information Technology for Economic and Clinical Health Act (HITECH), shall be made in accordance with the requirements and any regulations promulgated thereunder (collectively, the HIPAA Rules).

PHI shared under this Addendum shall be the minimally necessary PHI needed to carry out the purposes of this Addendum and is shared for the purpose of treatment, payment and/or health care operations.

Where applicable, any Member information that constitutes “medical information,” as that term is defined under the California Confidential Medical Information Act (CMIA), is disclosed in accordance with the requirements of that law; and if the disclosure of Member information would include information and records obtained in the course of providing mental health services from a facility subject to the additional privacy protections under the Lanterman-Petris-Short Act (Lanterman Act) or if it would be information originating from a federally assisted drug abuse program subject to the additional privacy protections provided by 42 C.F.R. Part 2 that identifies a patient as having or having had a SUD, the party making the disclosure will obtain the appropriate authorization(s) or consent(s) required by the Lanterman Act and/or 42 C.F.R. Part 2 from the Member prior to making the disclosure.

The CHWP and COUNTY will develop and agree to information sharing policies and procedures and agreed upon roles and responsibilities for timely sharing of PHI for the purposes of medical and behavioral health care coordination pursuant to Title 22, Title 9, CCR, Section 1810.370(a)(3), the above referenced regulations, and other pertinent state and federal laws governing the confidentiality of mental health, alcohol and drug treatment information.

Each party is responsible for its own compliance obligations under the above referenced regulations.

#### **D. Reporting and Quality Improvement Requirements**

The CHWP and COUNTY will have policies and procedures to address quality improvement requirements and reports.

1. Hold regular meetings, as agreed upon by the CHWP and COUNTY, to review the referral and care coordination process and monitor Member engagement and utilization.

#### **E. Dispute Resolution Process**

At this time, the CHWP and COUNTY agree to follow the resolution of dispute process in accordance to Title 9, Section 1850.505, and the contract between the Medi-Cal Managed Care Plans and the State Department of Health Care Services (DHCS) and Centers for Medicare & Medicaid Services (CMS). A dispute will not delay Member access to medically necessary services.

#### **F. Telephone Access**

The COUNTY must ensure that Members will be able to assess services for urgent or emergency services 24 hours per day, 7 days a week. The COUNTY will ensure 24

hour access via its mental health access line, through which Members will be able to get referrals for Drug and Alcohol services. However, the COUNTY will not bill Drug Medi-Cal for Members accessing its 24 hour mental health access line.

The approach will be the “no wrong door” to service access. There will be multiple entry paths for beneficiaries to access alcohol and other drug services. Referrals may come from primary care physicians, providers, CHWP staff, County Departments, and self-referral.

#### **G. Provider and Member Education**

The CHWP and COUNTY shall determine the requirements for coordination of Member and provider information about access to CHWP and COUNTY covered services to increase navigation support for beneficiaries and their caregivers.

#### **H. Point of Contact for the MOU Addendum**

The Point of Contact for the MOU Addendum will be a designated liaison from both COUNTY and the CHWP.

N WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date set forth beneath their respective signatures.

**California Health and Wellness Plan**

**Sierra County Behavioral Health**  
(Legibly Print Name of Provider)

Signature: Abbie Ann Totten

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

Print Name: **Abbie Totten**

Print Name: \_\_\_\_\_

Title: **MediCal Program Officer**

Title: \_\_\_\_\_

Date: **04/23/2020**

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

Tax Identification Number: \_\_\_\_\_

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

<b>MEETING DATE:</b> May 5, 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> Behavioral Health <b>APPROVING PARTY:</b> Lea Salas, Administrative Director <b>PHONE NUMBER:</b> (530) 993-6746
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**AGENDA ITEM:** Memorandum of Understanding between California Health and Wellness Plan and County of Sierra for Coordination of Services

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

**BACKGROUND INFORMATION:** Please see attached memo.

**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 type="checkbox"/> No  <b>IS A BUDGET TRANSFER REQUIRED?</b> <input type="checkbox"/> Yes <input 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 _____
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# Memorandum

**To:** Sierra County Board of Supervisors  
**From:** Lea Salas, Administrative Director  
**Reference:** Agenda Item  
**Date of memo:** April 27, 2020  
**Date of Board Meeting:** May 5, 2020

**Requested Action:** Memorandum of Understanding between California Health and Wellness Plan and County of Sierra for Coordination of Services

**Mandated by:** Title 9 CCR

## Funding

Budgeted? Yes  No

Revenue		
Expenses		
Difference	0	

**Background Information:** The County through its Department of Behavioral Health is a Mental Health Plan (MHP) as defined in Title 9 CCR, section 1810.226 and is required by the State Department of Mental Health (“DMH”) to enter into an MOU with any Medi-Cal managed care plan providing health care services to MHP Medi-Cal beneficiaries in accordance with Title 9 CCR.

The purpose of this MOU is to describe the responsibilities of the County through its MHP and California Health and Wellness Plan (CHWP) in the delivery of specialty mental health services to members served by both Parties. It is the intention of the County and CHWP to coordinate care between providers of physical care and mental health care.

**Potential Issues to consider:** None

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

**MEMORANDUM OF UNDERSTANDING**  
**between**  
**CALIFORNIA HEALTH AND WELLNESS PLAN**  
**and**  
**COUNTY OF SIERRA**  
**for**  
**COORDINATION OF SERVICES**

This MEMORANDUM OF UNDERSTANDING (“MOU”) is made and entered into by and between the COUNTY OF SIERRA, a Political Subdivision of the State of California, hereinafter referred to as “COUNTY” and CALIFORNIA HEALTH AND WELLNESS PLAN (“CHWP”), a health maintenance organization, whose address is PO Box 1558, Sacramento, CA 95812-1558, (collectively the “Parties” and individually “Party”) in order to implement certain provisions of Title 9 of the California Code of Regulations (“CCR”).

WHEREAS COUNTY through its Department of Behavioral Health is a Mental Health Plan hereinafter referred to as “MHP”, as defined in Title 9 CCR, section 1810.226 and is required by the State Department of Mental Health (“DMH”) to enter into an MOU with any Medi-Cal managed care plan providing health care services to MHP Medi-Cal beneficiaries in accordance with Title 9 CCR; and

WHEREAS, nothing contained herein shall add to or delete from the services required by COUNTY or CHWP under each individual Party’s agreement with the State (“State”) of California or the provisions of State or federal law. COUNTY and CHWP agree to perform required services under said agreements with the State, to the extent not inconsistent with laws and regulations; and

WHEREAS, the Department of Health Care Services may sanction a mental health plan pursuant to paragraph (one), subdivision (e), Section 14712 for failure to comply with the requirements of Welfare & Institution Code, Section 14715; and

WHEREAS, this MOU cannot conflict with MHP’s obligations in the State/County MHP Contract, CCR Title 9, and the State Plan for the rehabilitation and Targeted Case Management outpatient; and

WHEREAS, all references in this MOU to “members” are limited to individuals assigned to or enrolled in CHWP health plan.

WHEREAS the purpose of this MOU is to describe the responsibilities of COUNTY through its MHP and CHWP in the delivery of specialty mental health services to members served by both Parties. It is the intention of COUNTY and CHWP to coordinate care between providers of physical care and mental health care as set forth in Attachment A, “Matrix of Parties’ Responsibilities”.

WHEREAS, Attachment B identified as “DHCS All Plan Letter (“APL”) 17-018” which is attached hereto and incorporated herein, shall provide guidelines by which this MOU shall be governed. Any amendments to this APL Letter shall automatically be incorporated by reference into this MOU.

NOW, THEREFORE, in consideration of their mutual covenants and conditions, the Parties hereto agree as follows:

1. TERM

This MOU shall become effective retroactively to the 1<sup>st</sup> day of April, 2020 and shall automatically renew thereafter.

2. TERMINATION

A. Non-Allocation of Funds. The terms of this MOU, and the services to be provided thereunder, are contingent on the approval of funds by the appropriating government agency. Should sufficient funds not be allocated, the services provided may be modified, or this MOU terminated at any time by giving CHWP sixty (60) days advance written notice.

B. Without Cause. Under circumstances other than those set forth above, this MOU may be terminated by CHWP or COUNTY or Director of COUNTY's Department of Behavioral Health, or designee, upon the giving of sixty (60) days advance written notice of an intention to terminate.

3. COMPENSATION

The program responsibilities conducted pursuant to the terms and conditions of this MOU shall be performed without the payment of any monetary consideration by CHWP or COUNTY, one to the other.

4. INDEPENDENT CONTRACTOR

In performance of the work, duties and obligations assumed by CHWP under this MOU, it is mutually understood and agreed that CHWP, including any and all of CHWP's officers, agents, and employees will at all times be acting and performing as an independent contractor, and shall act in an independent capacity and not as an officer, agent, servant, employee, joint venturer, partner, or associate of COUNTY. Furthermore, COUNTY shall have no right to control or supervise or direct the manner or method by which CHWP shall perform its work and function. However, COUNTY shall retain the right to administer this MOU so as to verify that CHWP is performing its obligations in accordance with the terms and conditions thereof. CHWP and COUNTY shall comply with all applicable provisions of law and the rules and regulations, if any, of governmental authorities having jurisdiction over matters which are directly or indirectly the subject of this MOU.

Because of its status as an independent contractor, CHWP shall have absolutely no right to employment rights and benefits available to COUNTY employees. CHWP shall be solely liable and responsible for providing to, or on behalf of, its employees all legally-required employee benefits. In addition, CHWP shall be solely responsible and save COUNTY harmless from all matters relating to payment of CHWP's employees, including compliance with Social Security, withholding, and all other regulations governing such matters. It is acknowledged that during the term of this MOU, CHWP may be providing services to others unrelated to the COUNTY or to this MOU.

5. HOLD-HARMLESS

Each of the Parties hereto shall be solely liable for negligent or wrongful acts or omissions of its officers, agents and employees occurring in the performance of this MOU, and if either Party becomes liable for damages caused by its officers, agents or employees, it shall

pay such damages without contribution by the other Party. Each Party hereto agrees to indemnify, defend (if requested by the other Party) and save harmless the other Party, its officers, agents and employees from any and all costs and expenses, including attorney fees and court costs, claims, losses, damages and liabilities proximately caused by the Party, including its officers, agents and employees, solely negligent or wrongful acts or omissions. In addition, either Party agrees to indemnify the other Party for Federal, State and/or local audit exceptions resulting from noncompliance herein on the part of the other Party.

6. DISCLOSURE OF SELF-DEALING TRANSACTIONS

Members of CHWP Board of Directors shall disclose any self-dealing transactions that they are a party to CHWP while CHWP is providing goods or performing services under this MOU. A self-dealing transaction shall mean a transaction to which CHWP is a party and in which one or more of its directors has a material financial interest. Members of the Board of Directors shall disclose any self-dealing transactions to which they are a party.

7. CONFIDENTIALITY

All responsibilities performed by the Parties under this MOU shall be in strict conformance with all applicable Federal, State and/or local laws and regulations relating to confidentiality.

8. NON-DISCRIMINATION

During the performance of this MOU, CHWP shall not unlawfully discriminate against any employee or applicant for employment, or recipient of services, because of race, religion, color, national origin, ancestry, physical disability, medical condition, sexual orientation, marital status, age, or gender, pursuant to all applicable State and Federal statutes and regulations.

9. AUDITS AND INSEPCCTIONS

Each Party shall, at any time upon reasonable notice during business hours, and as often as may be deemed reasonably necessary, make available for examination by the other Party, State, local, or federal authorities all of its records and data with respect to the matters covered by this MOU as may be required under State or federal law or regulation or a Party's contract with a State agency.

10. NOTICES

The persons having authority to give and receive notices under this MOU and their addresses include the following:

<u>CHWP:</u>	<u>COUNTY:</u>
<u>California Health and Wellness Plan</u>	<u>COUNTY OF SIERRA</u>
<u>1740 Creekside Oaks Drive, Suite 200</u>	<u>P.O. BOX 265</u>
<u>Sacramento, CA 95833</u>	<u>Loyalton, CA 96118</u>

or to such other address as such Party may designate in writing.

Any and all notices between COUNTY and CHWP provided for or permitted under this MOU or by law, shall be in writing and shall be deemed duly served when personally

delivered to one of the Parties, or in lieu of such personal service, when deposited in the United States Mail, postage prepaid, addressed to such Party.

#### 11. GOVERNING LAW

The Parties agree that for the purposes of venue, performance under this MOU is to be in Sierra County, California.

The rights and obligations of the Parties and all interpretation and performance of this MOU shall be governed in all respects by the provisions of California Department of Health Care Services' official policy letters and the laws and regulations of the State of California.

#### 12. ENTIRE AGREEMENT

This MOU including all Exhibits and Attachments set forth below constitutes the entire agreement between CHWP and COUNTY with respect to the subject matter hereof and supersedes all previous agreement negotiations, proposals, commitments, writings, advertisements, publications and understandings of any nature whatsoever unless expressly included in this MOU.

\*\*\*\*\*

**THIS AGREEMENT CONTAINS A BINDING ARBITRATION PROVISION  
THAT MAY BE ENFORCED BY THE PARTIES.**

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date set forth beneath their respective signatures.

**California Health and Wellness Plan**

**County of Sierra**

(Legibly Print Name of Provider)

Signature: Abbie Ann Totten Signature: \_\_\_\_\_

Print Name: **Abbie Totten** Print Name: \_\_\_\_\_

Title: **MediCal Program Officer** Title: \_\_\_\_\_

Date: **04/23/2020** Date: \_\_\_\_\_

Tax Identification Number: \_\_\_\_\_

Included in Agreement	Attachment/Exhibit
X	<b>Attachment A: Matrix of Parties' Responsibilities</b>
X	<b>Attachment B: DHCS All Plan Letter 17-018 (Medi-Cal Managed Care Plan Responsibilities for Outpatient Mental Health Services)</b>
X	<b>Attachment C: DHCS All Plan Letter 17-010 (Non-Emergency Medical And Non-Medical Transportation Services).</b>

**ATTACHMENT A  
TO  
MEMORANDUM OF UNDERSTANDING**

**MATRIX OF PARTIES' RESPONSIBILITIES**

CATEGORY	MENTAL HEALTH PLAN (MHP)	CHWP
1. Basic Requirements	<p>1. MHP agrees to address policies and procedures with the CHWP that cover:</p> <ul style="list-style-type: none"> <li>-management of the members care, including – but not limited to the following:</li> <li>-screening assessment and referrals</li> <li>- medical necessity determination</li> <li>-care coordination and</li> <li>-exchange of medical information.</li> </ul>	<p>2. CHWP agrees to address policies and procedures with the MHP that cover:</p> <ul style="list-style-type: none"> <li>-management of the members care, including – but not limited to the following:</li> <li>-screening assessment and referrals</li> <li>- medical necessity determination</li> <li>-care coordination and</li> <li>-exchange of medical information.</li> </ul>
2 Mental Health Covered Services	<p>1. MHP is responsible for providing CHWP members with outpatient mental health benefits for members with significant impairment in functions that meet the medical necessity criteria. <b>See Attachment B: DHCS APL 17-018 Medi-Cal Managed Care Plan Responsibilities for Outpatient Mental Health Services</b></p> <p>2. Conditions that the <i>Diagnostic and Statistical Manual (DSM)</i> identifies as relational problems (e.g. couples counseling, family counseling for relational problems) are not covered as part of the new benefit by the MHP or by CHWP.</p> <p>3. All services must be provided in a culturally and linguistically appropriate manner</p>	<p>1. CHWP is obligated to cover and pay for mental health assessments of CHWP members with potential mental health disorders rendered by CHWP s network providers for services that are Plan responsibility. This new requirement is in addition to the existing requirement that PCPs offer mental health services within their scope of practice.</p> <p>2. CHWP is responsible for providing members with outpatient mental health benefits for members with mild to moderate impairment of mental, emotional, or behavioral functioning resulting from any mental health condition defined by the current <i>Diagnostic and Statistical Manual (DSM)</i> that is also covered according to State regulations and consistent with DHCS APL 17-018 <b>(Attachment B)</b> and any revisions thereto.</p> <p>3. CHWP will be responsible for providing these services when medically necessary and provided by PCPs or licensed mental health professionals in CHWP's provider network within the scope of their practice. <b>See Attachment B: Attachment 1, Mental Health</b></p>

CATEGORY	MENTAL HEALTH PLAN (MHP)	CHWP
		<p><b>Services Description Chart for Medi-Cal Managed Care Members.</b></p> <p>4. Conditions that the DSM identifies as relational problems (<i>e.g. couples counseling, family counseling for relational problems</i>) are not covered as part of the new benefit by CHWP nor by the MHP.</p> <p>5. All services must be provided in a culturally and linguistically appropriate manner.</p>
<p>3. Oversight Responsibilities</p>	<p>a. MHP's administrative staff is the liaison that will be responsible for notifying its network providers and relevant staff of their roles and responsibilities in the management of this MOU.</p> <p>b. MHP will have staff participate on an oversight team comprised of representatives from both CHWP and the MHP who will be responsible for program oversight, quality improvement, problem and dispute resolution, and ongoing management of this MOU.</p> <p>c. MHP will also have staff participate on a multidisciplinary clinical team oversight process for clinical operations: screening, assessment, referrals, care management, care coordination, and exchange of medical information. The MHP and CHWP may determine the composition of the multidisciplinary teams.</p> <p>d. The MHP and CHWP oversight teams and multidisciplinary teams may be the same teams.</p> <p>e. MHP liaison will provide CHWP with an updated list of approved MHP providers, specialists and mental health care centers in the county. This information is also available on the MHP's managed care website.</p>	<p>a. CHWP's affiliate behavioral health company, Cenpatico Behavioral Health ("Cenpatico") has direct contracts with mental health professionals (LMHP) network and will be responsible for notifying their LMHPs and relevant staff of their roles and responsibilities.</p> <p>b. CHWP has a Public Programs administrator/liason that will participate on an oversight team comprised of representatives from both MHP and CHWP who will be responsible for program oversight, quality improvement, problem and dispute resolution as well as management of this MOU.</p> <p>c. CHWP will also have staff participate on a multidisciplinary clinical team oversight process for clinical operations: screening, assessment, referrals, care management, care coordination, and exchange of medical information. CHWP and MHP may determine the composition of the multidisciplinary teams.</p> <p>d. CHWP and the MHP oversight teams and multidisciplinary teams may be the same teams.</p> <p>e. CHWP liaison will provide MHP with an updated list of its LMHPs and specialists.</p>
<p>4 Screening, Assessment and Referral</p>	<p>a. MHP accepts referrals from CHWP staff, providers and members' self-referrals for determination of medical necessity for specialty mental health services. Medical</p>	<p>1. CHWP is responsible for the screening, assessment and referrals, including agreed upon screening and assessment tools for use in determining if CHWP</p>

CATEGORY	MENTAL HEALTH PLAN (MHP)	CHWP
	<p>necessity for specialty mental health services is defined at Title 9, CCR, Sections 1820.205*, 1830.205* and 1830.210*.</p> <p>b. If it is determined by CHWP's LMHP that the member may meet specialty mental health services medical necessity criteria, the CHWP LMHP refers the member to the MHP for further assessment and treatment.</p> <p>c. MHP providers will refer CHWP members to their identified PCP for medical and non-specialty mental health conditions that would be responsive to appropriate physical health care.</p>	<p>or the MHP will provide mental health services.</p> <p>2. CHWP accepts referrals from MHP staff, providers, and members' self-referral for assessment, makes a determination of medical necessity for outpatient services, and provides referrals within CHWP's 's LMHP network. Medical necessity means reasonable and necessary services to protect life, to prevent significant illness or significant disability, or to alleviate severe pain through the diagnosis or treatment of disease, illness, or injury.</p> <p>When determining the medical necessity of covered services for a Medi-Cal beneficiary under the age of 21, "medical necessity" is expanded to include the standards set forth in Title 22 CCR Sections 51340* and 51340.1*.</p> <p>3. CHWP PCP's will refer CHWP members to a CHWP LMHP for:</p> <ul style="list-style-type: none"> <li>i. An assessment to confirm or arrive at a diagnosis and treatment (except in emergency situations or in cases when the beneficiary clearly has a significant impairment that the member can be referred directly to the MHP).</li> <li>ii. If it is determined by the CHWP LMHP that the member may meet the Specialty Mental Health Services (SMHS) medical necessity criteria, the CHWP LMHP refers the member to the MHP for further assessment and treatment.</li> </ul> <p>When a CHWP member's condition improves under SMHS and the CHWP LMHP and MHP coordinate care, the CHWP member may return to the CHWP LMHP.</p>

CATEGORY	MENTAL HEALTH PLAN (MHP)	CHWP
		<p>4. Primary care mental health treatment includes:</p> <ul style="list-style-type: none"> <li>a. Basic education, assessment, counseling and referral and linkage to other services for all CHWP members</li> <li>b. Medication and treatment for <ul style="list-style-type: none"> <li>i. Mental health conditions that would be responsive to physical healthcare-based treatment</li> <li>ii. Mental health disorders due to a general medical condition</li> <li>iii. Medication-induced reactions from medications prescribed by physical health care providers.</li> </ul> </li> </ul>
5. Care Coordination	<p>1. When medical necessity criteria are met and services are approved by the MHP, the MHP and contracted providers will provide hospital based specialty mental health ancillary services, which include, but are not limited to Electroconvulsive Therapy (ECT) and magnetic resonance imaging (MRI) that are received by an CHWP member admitted to a psychiatric inpatient hospital other than routine services. Per Title 9, CCR, Article 3, Section 1810.350*.</p>	<p>1. CHWP must cover and pay for medically necessary laboratory, radiological, and radioisotope services described in Title 22, CCR, Section 51311*. CHWP will cover related services for Electroconvulsive Therapy (ECT) such as anesthesiologist services provided on an outpatient basis. Per MMCD Policy Letter No. 00-01 REV.</p> <p>2. CHWP will cover and pay for all medically necessary professional services to meet the physical health care needs of the members who are admitted to the psychiatric ward of a general acute care hospital or to a freestanding licensed psychiatric inpatient hospital or Psychiatric Health Facility (PHF). These services include the initial health history and physical assessment required within 24 hours of admission and any medically necessary physical medicine consultation. Per MMCD Policy Letter No. 00-01 REV.</p> <p>3. CHWP is not required to cover room and board charges or mental health services associated with a CHWP</p>

CATEGORY	MENTAL HEALTH PLAN (MHP)	CHWP
		<p>member's admission to a hospital or inpatient psychiatric facility for psychiatric inpatient services. Per MMCD Policy Letter No. 00-01 REV.</p>
<p>5.a. Laboratory, Radiological and Radioisotope Services</p>	<p>1. For any member needing laboratory, radiological, or radioisotope services when necessary for the diagnosis, treatment or monitoring of a mental health condition MHP will utilize the list of CHWP contract providers.</p>	<p>1. CHWP will cover and pay for medically necessary laboratory, radiological and radioisotope services when ordered by the MHP for the diagnosis, treatment or monitoring of a mental health condition (and side effects resulting from medications prescribed to treat the mental health diagnosis) as described in Title 22, CCR Section 51311* and MMCD Policy Letter No. 00-01 REV.</p> <p>2. CHWP will coordinate and assist the MHP in the delivery of laboratory radiological or radioisotope services.</p> <p>3. A list of CHWP contracted providers is available on-line.</p> <p>4. CHWP will provide the process for obtaining timely authorization and delivery of prescribed drugs and laboratory services.</p>
<p>5.b. Home Health Agency Services</p>	<p>1. MHP shall cover and pay for medication support services, case management, crisis intervention services, or any other specialty mental health services as provided under Section 1810.247*, which are prescribed by a psychiatrist and are provided to a CHWP member who is homebound. MHP will collaborate with CHWP on any specialty mental health services being provided to an CHWP member.</p>	<p>1. CHWP will cover and pay for prior authorized home health agency services as described in Title 22, CCR, Section 51337* prescribed by a CHWP provider when medically necessary to meet the needs of homebound CHWP members. CHWP is not obligated to provide home health agency services that would not otherwise be authorized by the Medi-Cal program.</p> <p>2. CHWP will refer members who may be at risk of institutional placement to the Home and Community Based Services (HCBS) Waiver Program if appropriate.</p>
<p>5.c. Pharmaceutical Services and Prescribed Drugs</p>	<p>1. The MHP list of contracted network providers is available on line.</p> <p>2. MHP providers will prescribe and monitor the effects and side effects of psychotropic medications for CHWP members under their treatment</p>	<p>1. CHWP will:</p> <p>a. Allow MHP credentialed providers access to pharmacy and laboratory services as specialty providers</p> <p>b. A list of participating pharmacies, laboratories, drug formulary, and</p>

CATEGORY	MENTAL HEALTH PLAN (MHP)	CHWP
	<ol style="list-style-type: none"> <li>3. MHP will coordinate with CHWP representatives to ensure that psychotropic drugs prescribed by MHP providers are included in the CHWP formulary and/or available for dispensing by CHWP network pharmacies unless otherwise stipulated by state regulation.</li> <li>4. MHP will inform MHP providers regarding process and procedure for obtaining prescribed medications for CHWP members</li> <li>5. MHP providers will utilize CHWP contracted laboratories for laboratory tests needed in connection with administration and management of psychotropic medications.</li> <li>6. MHP will assist CHWP in the utilization review of psychotropic drugs prescribed by out-of-network psychiatrists.</li> <li>7. MHP will share with CHWP a list of non-psychiatrist MHP providers contracted to provide mental health services in areas where access to psychiatrists is limited on a quarterly basis.</li> </ol>	<p>authorization of procedures are available on line.</p> <ol style="list-style-type: none"> <li>c. Consider recommendations from MHP for utilization management standards for mental health pharmacy and laboratory services</li> <li>d. Provide the process for obtaining timely authorization and delivery of prescribed drugs and laboratory services to the MHP</li> </ol> <ol style="list-style-type: none"> <li>2. CHWP will coordinate with MHP to ensure that covered psychotropic drugs prescribed by MHP providers are available through the authorization process or formulary for dispensing by CHWP network pharmacies unless otherwise stipulated by state regulation. <b>(See the Medi-Cal provider manual for Drugs Excluded from CHWP Coverage <a href="http://files.medi-cal.ca.gov/pubsdoco/manuals_menu.asp">http://files.medi-cal.ca.gov/pubsdoco/manuals_menu.asp</a> ).</b> CHWP will apply utilization review procedures when prescriptions are written by out-of-network psychiatrists for the treatment of psychiatric conditions       <ol style="list-style-type: none"> <li>a. Covered psychotropic drugs written by out-of-network psychiatrists will be filled by CHWP network pharmacies</li> <li>b. CHWP will provide members with the same drug accessibility written by out-of-network psychiatrists as in-network providers</li> <li>c. CHWP will not cover and pay for mental health drugs written by out-of-network physicians who are not psychiatrists unless these prescriptions are written by non-psychiatrists contracted by the MHP to provide mental health services in areas where access to psychiatrists is limited. Per MMCD Policy Letter No. 00-01 REV.</li> </ol> </li> </ol>

CATEGORY	MENTAL HEALTH PLAN (MHP)	CHWP
		<ol style="list-style-type: none"> <li>3. CHWP PCPs will monitor the effects and side effects of psychotropic medications prescribed for those members whose psychiatric conditions are under their treatment.</li> <li>4. Reimbursement to pharmacies for new psychotropic drugs classified as antipsychotics and approved by the FDA will be made through the MHP whether these drugs are provided by a pharmacy contracting with CHWP or by an MHP pharmacy. Per MMCD Policy Letter No. 00-01 REV.</li> </ol>
5.d. Service Authorizations	<ol style="list-style-type: none"> <li>1. For any member needing prescribed drugs and laboratory services when necessary for the treatment or monitoring of a mental health condition, MHP will utilize the list of CHWP contracted providers found on their website.</li> <li>2. MHP will authorize treatment services by MHP providers who are credentialed and contracted with MHP for services that meet SMHS medical necessity criteria.</li> </ol>	<ol style="list-style-type: none"> <li>1. CHWP will authorize medical assessment and/or treatment services by CHWP LMHPs who are credentialed and contracted with CHWP for covered medically necessary services.</li> <li>2. CHWP will inform PCPs that they may refer members to the MHP for specialty mental health services.</li> <li>3. CHWP contracted providers can be found on the website.</li> </ol>
5.e. Nursing and Residential Facility Services	<ol style="list-style-type: none"> <li>1. MHP will arrange and coordinate payment for nursing facility services, i.e., augmented Board and Care (ABC), Skilled Nursing Facility (SNF), Institution for Mental Disease (IMD), etc., for members who meet medical necessity criteria and who require a special treatment program [Title 22, California Code of Regulations (CCR), Section 51335(k)*]</li> <li>2. MHP's provide medically necessary specialty mental health services, typically visits by psychiatrists and psychologists.</li> </ol>	<ol style="list-style-type: none"> <li>1. CHWP will arrange and pay for nursing facility services for CHWP members who meet the medical necessity criteria per Title 22, CCR, Section 51335*.</li> <li>2. CHWP will arrange for disenrollment from managed care if the member needs nursing services for a longer period of time.</li> <li>3. CHWP will pay for all medically necessary DHCS contractually required Medi-Cal covered services until the disenrollment is effective.</li> </ol>
5.f. Developmentally Disabled Services	<ol style="list-style-type: none"> <li>1. MHP will refer members with developmental disabilities to the Local Regional Center for non-medical services such as respite, out-of-home placement, supportive living, etc., if such services are needed.</li> <li>2. MHP has a current list of names, addresses and telephone numbers of local providers, provider organizations, and agencies that is available to an CHWP member when that</li> </ol>	<ol style="list-style-type: none"> <li>1. CHWP and CHWP providers will refer members with developmental disabilities to the local Regional Center for non-medical services such as respite, out-of-home placement supportive living, etc., if such services are needed.</li> <li>2. CHWP will maintain a current MOU with the Regional Center</li> </ol>

CATEGORY	MENTAL HEALTH PLAN (MHP)	CHWP
	<p>member has been determined to be ineligible for MHP covered services because the member's diagnosis is not included in CCR, Title 9 1830.205(b)(1)*.</p>	
<p>6. Exchange of Protected Health Information</p>	<ol style="list-style-type: none"> <li>1. MHP will comply with all applicable laws pertaining to use and disclosure of PHI including but not limited to: <ul style="list-style-type: none"> <li>• HIPAA / 45 C.F.R. Parts 160 and 164</li> <li>• LPS / W &amp; I Code Sections 5328 -5328.15</li> <li>• 45 C.F.R. Part 2</li> <li>• HITECH Act (42. U.S.C. Section 17921 <i>et. seq.</i></li> <li>• CMIA (Ca Civil Code 56 through 56.37)</li> <li>• Title 9, CCR, Section 1810.370(a)(3)*</li> </ul> </li> <li>2. MHP will train all members of its workforce on policies and procedures regarding Protected Health Information (PHI) as necessary and appropriate for them to carry out their functions within the covered entity.</li> <li>3. Only encrypted PHI as specified in the HIPAA Security Rule will be disclosed via email. Unsecured PHI will not be disclosed via email.</li> <li>4. MHP will notify the State of verified breaches (as defined by the HITECH Act as posing a significant risk of financial, reputational or other harm to the client) and corrective actions planned or taken to mitigate the harm involving members within the required timelines.</li> </ol>	<ol style="list-style-type: none"> <li>1. CHWP will comply with applicable portions of <ul style="list-style-type: none"> <li>• HIPAA / 45 C.F.R. Parts 160 and 164</li> <li>• LPS / W &amp; I Code Sections 5328 - 5328.15</li> <li>• 45 C.F.R. Part 2</li> <li>• HITECH Act (42. U.S.C. Section 17921 <i>et. seq.</i></li> <li>• CMIA (Ca Civil Code 56 through 56.37)</li> </ul> </li> <li>2. MHP will train all members of its workforce on policies and procedures regarding Protected Health Information (PHI) as necessary and appropriate for them to carry out their functions within the covered entity.</li> <li>3. CHWP will encrypt any data transmitted via email containing confidential data of CHWP members such as PHI and Personal Confidential Information (PCI) or other confidential data to CHWP or anyone else including state agencies.</li> <li>4. CHWP will notify the State within their contractual guidelines of any suspected or actual breach of security, intrusion or unauthorized use or disclosure of PHI and/or any actual or suspected use or disclosure of data in violation of any applicable Federal and State laws or regulations.</li> </ol>
<p>7. Reporting and Quality Improvement Requirements</p>	<ol style="list-style-type: none"> <li>1. MHP in conjunction with CHWP will hold regular meetings to review the referral and care coordination process and to monitor member engagement and utilization.</li> <li>2. No less than semi-annually, MHP and CHWP will review the referral and care coordination process to improve quality of care; and at least semi-annual reports summarizing quality findings, as determined in collaboration with</li> </ol>	<ol style="list-style-type: none"> <li>1. CHWP in conjunction with MHP will hold regular meetings to review the referral and care coordination process and to monitor member engagement and utilization.</li> <li>2. No less than semi-annually, CHWP and MHP will review the referral and care coordination process to improve quality of care; and at least semi-annual reports summarizing quality findings, as determined in</li> </ol>

CATEGORY	MENTAL HEALTH PLAN (MHP)	CHWP
	<p>DHCS. Reports summarizing findings of the review must address the systemic strengths and barriers to effective collaboration between MHP and CHWP.</p> <p>3. MHP and CHWP will develop reports that track cross-system referrals, beneficiary engagement, and service utilization to be determined in collaboration with DHCS, including, but not limited to, the number of disputes between MHP and CHWP, the dispositions/outcomes of those disputes, the number of grievances related to referrals and network access and dispositions/outcomes of those grievances. Reports shall also address utilization of mental health services by members receiving such services from MHP and CHWP, as well as quality strategies to address duplication of services.</p> <p>4. Performance measures and quality improvement initiatives to be determined in collaboration with DHCS.</p>	<p>collaboration with DHCS. Reports summarizing findings of the review must address the systemic strengths and barriers to effective collaboration between CHWP and the MHP.</p> <p>3. CHWP and the MHP will develop reports that track cross-system referrals, beneficiary engagement, and service utilization to be determined in collaboration with DHCS, including, but not limited to, the number of disputes between CHWP and the MHP, the dispositions/outcomes of those disputes, the number of grievances related to referrals and network access and dispositions/outcomes of those grievances. Reports shall also address utilization of mental health services by members receiving such services from CHWP and the MHP, as well as quality strategies to address duplication of services.</p> <p>4. Performance measures and quality improvement initiatives to be determined in collaboration with DHCS.</p>
8. Dispute Resolution	<p>1. MHP Liaison will participate in an annual review, update and/or renegotiations with CHWP on this agreement as is mutually agreed.</p> <p>2. When the MHP has a dispute with CHWP that cannot be resolved to the satisfaction of the MHP concerning the obligations of the MHP or CHWP under their respective contracts with the DHCS, State Medi-Cal laws and regulations, or with this MOU as described in Section 1810.370*, the MHP may submit a request for resolution to the Department.</p> <p>3. Either the MHP or CHWP shall submit a request for resolution to either Departments within 15 calendar days of the completion of the dispute resolution process between the Parties. The request for resolution shall contain the following information:</p> <p>a) A summary of the issue and a statement of the desired remedy, including any</p>	<p>1. CHWP liaison will conduct an annual review, update and/or renegotiations of this agreement with the MHP, as is mutually agreed.</p> <p>2. When CHWP has a dispute with the MHP that cannot be resolved to the satisfaction of CHWP concerning the obligations of the MHP or CHWP under their respective contracts with the DHCS, State Medi-Cal laws and regulations, or with this MOU as described in Section 1810.370*, CHWP may submit a request for resolution to the Department.</p> <p>3. Either the MHP or CHWP shall submit a request for resolution to either Departments within 15 calendar days of the completion of the dispute resolution process between the Parties. The request for resolution shall contain the following information:</p>

CATEGORY	MENTAL HEALTH PLAN (MHP)	CHWP
	<p>disputed services that have been or are expected to be delivered to the beneficiary and the expected rate of payment for each type of service.</p> <p>b) History of attempts to resolve the issue.</p> <p>c) Justification for the desired remedy.</p> <p>d) Documentation regarding the issue.</p> <p>e) Upon receipt of a request for resolution, the department receiving the request will notify the department and the other Party within seven calendar days. The notice to the other Party shall include a copy of the request and will ask for a statement of the Party's position on the dispute, any relevant documentation supporting its position, and any dispute of the rate of payment for services included by the other Party in its request.</p> <p>f) The other Party shall submit the requested documentation within 21 calendar days from notification of the Party from whom documentation is being requested by the Party that received the initial request for resolution or the departments shall decide the dispute based solely on the documentation filed by the initiating Party.</p>	<p>a) A summary of the issue and a statement of the desired remedy, including any disputed services that have been or are expected to be delivered to the beneficiary and the expected rate of payment for each type of service.</p> <p>b) History of attempts to resolve the issue.</p> <p>c) Justification for the desired remedy.</p> <p>d) Documentation regarding the issue.</p> <p>e) Upon receipt of a request for resolution, the department receiving the request will notify the other department and the other Party within seven calendar days. The notice to the other Party shall include a copy of the request and will ask for a statement of the Party's position on the dispute, any relevant documentation supporting its position, and any dispute of the rate of payment for services included by the other Party in its request.</p> <p>f) The other Party shall submit the requested documentation within 21 calendar days from notification of the Party from whom documentation is being requested by the Party that received the initial request for resolution or the departments shall decide the dispute based solely on the documentation filed by the initiating Party.</p>
8.a. Departments' Responsibility for Review of Disputes	<p>1. The two departments shall each designate at least one and no more than two individuals to review the dispute and make a joint recommendation to directors of the departments or their designees.</p> <p>2. The recommendation shall be based on a review of the submitted documentation in relation to the statutory, regulatory and contractual obligations of the MHP and CHWP.</p> <p>3. The individuals reviewing the dispute may, at their discretion, allow representatives of both the</p>	<p>1. The two departments shall each designate at least one and no more than two individuals to review the dispute and make a joint recommendation to directors of the departments or their designees.</p> <p>2. The recommendation shall be based on a review of the submitted documentation in relation to the statutory, regulatory and contractual obligations of the MHP and CHWP.</p> <p>3. The individuals reviewing the dispute may, at their discretion, allow representatives of both the</p>

CATEGORY	MENTAL HEALTH PLAN (MHP)	CHWP
	MHP and CHWP an opportunity to present oral argument.	MHP and CHWP an opportunity to present oral argument.
8.b. Provision of Medically Necessary Services Pending Resolution of Dispute	<p>1. A dispute between an MHP and CHWP shall not delay medically necessary specialty mental health services, physical health care services, or related prescription drugs and laboratory, radiological, or radioisotope services to beneficiaries. Until the dispute is resolved, the following shall apply:</p> <p>(a) The Parties may agree to an arrangement satisfactory to both Parties regarding how the services under dispute will be provided; or</p> <p>(b) When the dispute concerns the MHP's contention that CHWP is required to deliver physical health care based treatment of a mental illness, or to deliver prescription drugs or laboratory, radiological, or radioisotope services required to diagnose or treat the mental illness, the MHP shall be responsible for providing or arranging and paying for those services to the beneficiary until the dispute is resolved.</p>	<p>1. A dispute between an MHP and CHWP shall not delay medically necessary specialty mental health services, physical health care services, or related prescription drugs and laboratory, radiological, or radioisotope services to beneficiaries. Until the dispute is resolved, the following shall apply:</p> <p>(a) The Parties may agree to an arrangement satisfactory to both Parties regarding how the services under dispute will be provided; or</p> <p>(b) When the dispute concerns CHWP's contention that the MHP is required to deliver specialty mental health services to a beneficiary either because the beneficiary's condition would not be responsive to physical health care based treatment or because the MHP has incorrectly determined the beneficiary's diagnosis to be a diagnosis not covered by the MHP, CHWP shall manage the care of the beneficiary under the terms of its contract with the State until the dispute is resolved. The MHP shall identify and provide CHWP with the name and telephone number of a psychiatrist or other qualified licensed mental health professional available to provide clinical consultation, including consultation on medications to the CHWP provider responsible for the beneficiary's care.</p>
9. Emergency and After-Hours	<p>1. MHP will have a toll free 24 hours a day, seven days a week line available which includes a phone tree with an option to speak to a crisis worker to assist members and providers after hours..</p>	<p>1. All CHWP members have access to quality, comprehensive behavioral health care first response services twenty-four (24) hours a day, seven (7) days a week by CHWP providers. CHWP 's network LMHPs have agreed to</p>

CATEGORY	MENTAL HEALTH PLAN (MHP)	CHWP
	<p>2. MHP shall cover and pay for the professional services of a mental health specialist provided in an emergency room to an CHWP member whose condition meets MHP medical necessity criteria or when mental health specialist services are required to assess whether MHP medical necessity is met. Per MMCD Policy Letter No. 00-01 REV.</p> <p>3. The MHP is responsible for the facility charges resulting from the emergency services and care of an CHWP member whose condition meets MHP medical necessity criteria when such services and care do result in the admission for the member for psychiatric inpatient hospital services at the same facility. The facility charge is not paid separately, but is included in the per diem rate for the inpatient stay. Per MMCD Policy Letter No. 00-01 REV.</p> <p>a) The MHP is responsible for facility charges directly related to the professional services of a mental health specialist provided in the emergency room when these services do not result in an admission of the member for psychiatric inpatient hospital services at that facility or any other facility. Per MMCD Policy Letter No 00-01 REV.</p>	<p>provide availability for emergency services twenty four (24) hours a day, seven (7) days a week and to arrange for coverage by another provider, in the event of provider's illness, vacation or other absence from his or her practice.</p> <p>As part of the coverage, LMHPs will coordinate urgent and emergent services with the County Mental Health Program or emergency room personnel during a crisis.</p> <p>In general, the LMHP must be available to CHWP members twenty-four (24) hours a day, seven (7) days a week by telephone or have an arrangement with an on-call provider to cover when s/he is not available.</p> <p>2. CHWP shall cover and pay for all professional services, except the professional services of a mental health specialist when required for the emergency services and care of a member whose condition meets MHP medical necessity criteria.</p> <p>3. CHWP shall cover and pay for the facility charges resulting from the emergency services and care of an CHWP member whose condition meets MHP medical necessity criteria when such services and care do not result in the admission of the member for psychiatric inpatient hospital services or when such services result in an admission of the member for psychiatric inpatient hospital services at a different facility.</p> <p>4. CHWP shall cover and pay for the facility charges and the medical professional services required for the emergency services and care of a CHWP member with an excluded diagnosis or a CHWP member whose condition does not meet MHP medical necessity criteria and such services and care do not result in the admission of</p>

CATEGORY	MENTAL HEALTH PLAN (MHP)	CHWP
		<p>the member for psychiatric inpatient hospital services.</p> <p>5. Payment for the professional services of a mental health specialist required for the emergency services and care of a CHWP member with an excluded diagnosis is the responsibility of CHWP.</p>
10. Member and Provider Education	MHP and CHWP, will coordinate and determine the training requirements for member and provider access to MHP and CHWP covered mental health services.	CHWP and the MHP, if necessary, will coordinate and determine the training requirements for member and provider access to MHP and CHWP covered mental health services.
11. Grievances and Appeals	<ol style="list-style-type: none"> <li>1. MHP will share with CHWP the established process for members and providers to register grievances/complaints regarding any aspect of the mental health care services.</li> <li>2. MHP will ensure that the CHWP members and providers are given an opportunity for reconsideration and appeal for denied, modified or delayed services.</li> <li>3. MHP will ensure that the CHWP members receive specialty mental health services and prescription drugs while the dispute is being resolved.</li> </ol>	<ol style="list-style-type: none"> <li>1. CHWP has in place a written process for the submittal, processing and resolution of all member and provider grievances and complaints which is inclusive of any aspect of the health care services or provision of services.</li> <li>2. CHWP liaison will coordinate and share the established complaint and grievance process for its CHWP MHP members with the MHP.</li> <li>3. CHWP will ensure that members and providers are given an opportunity for reconsideration and an appeal for denied, modified or delayed services</li> <li>4. CHWP will ensure that medically necessary services continue to be provided to members while the dispute is being resolved.</li> </ol>
12. Emergency and Non-Emergency Medical Transportation	1. Medical transportation services as described in Title 22, Section 51323 are not the responsibility of the MHP except when the purpose of the medical transportation service is to transport a beneficiary from a psychiatric inpatient hospital to another psychiatric inpatient hospital or another type of 24 hour care facility because the services in the facility to which the beneficiary is being transported will result in lower costs to the MHP.	<ol style="list-style-type: none"> <li>1. CHWP will arrange and pay for transportation of members needing medical transportation from: <ol style="list-style-type: none"> <li>a. The emergency room for medical evaluation.</li> <li>b. A psychiatric inpatient hospital to a medical inpatient hospital required to address the member's change in medical condition</li> <li>c. A medical inpatient hospital to a psychiatric inpatient hospital required to address the member's change in psychiatric condition</li> </ol> </li> <li>2. CHWP will cover and pay for all medically necessary emergency</li> </ol>

CATEGORY	MENTAL HEALTH PLAN (MHP)	CHWP
		<p>transportation (per CCR Title 22, 51323*). Ambulance services are covered when the member's medical condition contraindicates the use of other forms of medical transportation.</p> <ol style="list-style-type: none"> <li>3. Emergency medical transportation is covered, without prior authorization, to the nearest facility capable of meeting the medical needs of the patient as per CCR Title 22, 51323*.</li> <li>4. Ambulance, litter van and wheelchair van medical transportation services are covered when the beneficiary's medical and physical condition is such that transport by ordinary means of public or private conveyance is medically contraindicated, and transportation is required for the purpose of obtaining needed medical care. Ambulance services are covered when the patient's medical condition contraindicates the use of other forms of medical transportation</li> <li>5. CHWP will cover all nonemergency medical transportation, necessary to obtain program covered services <ol style="list-style-type: none"> <li>a. When the service needed is of such an urgent nature that written authorization could not have been reasonably submitted beforehand, the medical transportation provider may request prior authorization by telephone. Such telephone authorization shall be valid only if confirmed by a written request for authorization.</li> <li>b. Transportation shall be authorized only to the nearest facility capable of meeting the patient's medical needs.</li> </ol> </li> <li>6. CHWP will cover and pay for medically necessary non-emergency medical transportation services when prescribed for a CHWP</li> </ol>

CATEGORY	MENTAL HEALTH PLAN (MHP)	CHWP
		<p>member by the MHP when authorization is obtained.</p> <p>7. CHWP will maintain a policy of non-discrimination regarding members with mental disorders who require access to any other transportation services provided by CHWP.</p>
13. Consultation	<p>1. MHP encourages the use of the consultation by MHP providers with CHWP PCP providers around specialty mental health issues including consultation around medication issues, in accordance with HIPAA federal and state regulations regarding confidentiality. Per HIPPA Privacy Rule 45 C.F.R. Part 164.</p> <p>2. For those CHWP members who are included in MHP services, MHP will provide clinical consultation and training to the CHWP PCPs, other Licensed Mental Health Professionals and/or CHWP staff on the following topics</p> <ol style="list-style-type: none"> <li>a. Recommended physical healthcare-based treatment for diagnosed conditions</li> <li>b. Complex diagnostic assessment of mental disorders (e.g., multiple co-occurring diagnosis, atypical symptom patterns)</li> <li>c. Treatment of stabilized but serious and debilitating mental disorders</li> <li>d. Complex psychotropic medications practices (medication interactions, polypharmacy, use of novel psychotropic medication)</li> <li>e. Treatment of complicated sub-syndrome psychiatric symptoms</li> <li>f. Treatment of psychiatric symptoms precipitated by medications used to treat medical conditions</li> <li>g. Treatment of outpatient mental health services that are within the CHWP PCP's scope of practice.</li> </ol>	<p>1. PCP providers will be available to consult with MHP and MHP providers about CHWP members that they both treat, in accordance with HIPAA federal and state regulations regarding confidentiality. Per HIPPA Privacy Rule 45 C.F.R. Part 164.</p> <p>2. For those CHWP members who meet MHP medical necessity criteria and whose psychiatric symptoms will be treated by an MHP provider, CHWP and/or PCP will provide consultation to MHP providers and/or MHP staff on the following topics:</p> <ol style="list-style-type: none"> <li>a. Acquiring access to covered CHWP medical services</li> <li>b. Treatment of physical symptoms precipitated by medications used to treat mental disorders</li> <li>c. Treatment of complicated sub-syndrome medical symptoms</li> <li>d. Complex medication interactions with medications prescribed by PCP not commonly used in psychiatric specialty practice.</li> </ol>

*Abbie Ann Totten*

California Health and Wellness Plan

**04/23/2020**

Date

Sierra County

Date

**ATTACHMENT B  
TO  
MEMORANDUM OF UNDERSTANDING  
DHCS ALL PLAN LETTER 17-018**

**Medi-Cal Managed Care Plan Responsibilities For Outpatient Mental Health Services**



JENNIFER KENT  
DIRECTOR

State of California—Health and Human Services Agency  
Department of Health Care Services



EDMUND G. BROWN JR.  
GOVERNOR

**DATE:** October 27, 2017

ALL PLAN LETTER 17-018  
SUPERSEDES ALL PLAN LETTER 13-021

**TO:** ALL MEDI-CAL MANAGED CARE HEALTH PLANS

**SUBJECT:** MEDI-CAL MANAGED CARE HEALTH PLAN RESPONSIBILITIES FOR  
OUTPATIENT MENTAL HEALTH SERVICES

**PURPOSE:**

The purpose of this All Plan Letter (APL) is to explain the contractual responsibilities of Medi-Cal managed care health plans (MCPs) for the provision of medically necessary outpatient mental health services and the regulatory requirements for the Medicaid Mental Health Parity Final Rule (CMS-2333-F). MCPs must provide specified services to adults diagnosed with a mental health disorder, as defined by the current Diagnostic and Statistical Manual of Mental Disorders (DSM), that results in mild to moderate distress or impairment<sup>1</sup> of mental, emotional, or behavioral functioning. MCPs must also provide medically necessary non-specialty mental health services<sup>2</sup> to children under the age of 21. This APL also delineates MCP responsibilities for referring to, and coordinating with, county Mental Health Plans (MHPs) for the delivery of specialty mental health services (SMHS).

This letter supersedes APL 13-021 and provides updates to the responsibilities of the MCPs for providing mental health services. Mental Health and Substance Use Disorder Services (MHSUDS) Information Notice 16-061<sup>3</sup> describes existing requirements regarding the provision of SMHS by MHPs, which have not changed as a result of coverage of non-specialty, outpatient mental health services by MCPs and the fee-for-service (FFS) Medi-Cal program. The requirements outlined in Information Notice 16-061 remain in effect.

<sup>1</sup> DHCS recognizes that the medical necessity criteria for impairment and intervention for Medi-Cal SMHS differ between children and adults. For children and youth, under EPSDT, the "impairment" criteria component of SMHS, medical necessity is less stringent than it is for adults; therefore, children with low levels of impairment may meet medical necessity criteria SMHS (CCR, Title 9 Sections § 1830.205 and §1830.210).

<sup>2</sup> The term "non-specialty" in this context is used to differentiate the mental health services covered and provided by MCPs and the FFS Medi-Cal program from the SMHS covered and provided by MHPs. It is not intended to describe the providers of these services as non-specialist providers.

<sup>3</sup> MHSUDS Information Notices are available at: <http://www.dhcs.ca.gov/formsandpubs/Pages/MHSUDS-Information-Notices.aspx>

## **BACKGROUND:**

The federal Section 1915(b) Medi-Cal SMHS Waiver<sup>4</sup> requires Medi-Cal beneficiaries needing SMHS to access these services through MHPs. To qualify for these services, beneficiaries must meet SMHS medical necessity criteria regarding diagnosis, impairment, and expectations for intervention, as specified below. Medical necessity criteria differ depending on whether the determination is for:

1. Inpatient services;
2. Outpatient services; or
3. Outpatient services (Early and Periodic Screening, Diagnostic, and Treatment (EPSDT)).

The medical necessity criteria for SMHS can be found in Title 9, California Code of Regulations (CCR), Sections (§) 1820.205 (inpatient)<sup>5</sup>; 1830.205 (outpatient)<sup>6</sup>; and 1830.210 (outpatient EPSDT)<sup>7</sup>.

DHCS recognizes that the medical necessity criteria for impairment and intervention for Medi-Cal SMHS differs between children and adults. For children and youth, under EPSDT, the “impairment” criteria component of SMHS medical necessity is less stringent than it is for adults, therefore children with low levels of impairment may meet medical necessity criteria for SMHS (Title 9, CCR, §1830.205 and §1830.210), whereas adults must have a significant level of impairment. To receive SMHS, Medi-Cal children and youth must have a covered diagnosis and meet the following criteria:

1. Have a condition that would not be responsive to physical health care based treatment; and
2. The services are necessary to correct or ameliorate a mental illness and condition discovered by a screening conducted by the MCP, the Child Health and Disability Prevention Program, or any qualified provider operating within the scope of his or her practice, as defined by state law regardless of whether or not that provider is a Medi-Cal provider.

Consistent with Title 9, CCR, §1830.205, an adult beneficiary must meet all of the following criteria to receive outpatient SMHS:

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<sup>4</sup> SHMS Waiver Information can be found at:

[http://www.dhcs.ca.gov/services/MH/Pages/1915\(b\)\\_Medi-cal\\_Specialty\\_Mental\\_Health\\_Waiver.aspx](http://www.dhcs.ca.gov/services/MH/Pages/1915(b)_Medi-cal_Specialty_Mental_Health_Waiver.aspx)

<sup>5</sup> Medical necessity criteria for inpatient specialty mental health services ([Title 9, CCR, §1820.205](#)) are not described in detail in this APL, as this APL is primarily focused on outpatient mental health services.

<sup>6</sup> [Title 9, CCR, §1830.205](#)

<sup>7</sup> [Title 9, CCR, §1830.210](#)

1. The beneficiary has one or more diagnoses covered by Title 9, CCR, §1830.205(b)(1), whether or not additional diagnoses, not included in Title 9, CCR, §1830.205(b)(1) are also present.
2. The beneficiary must have at least one of the following impairments as a result of the covered mental health diagnosis:
  - a. A significant impairment in an important area of life functioning; or
  - b. A reasonable probability of significant deterioration in an important area of life functioning.
3. The proposed intervention is to address the impairment resulting from the covered diagnosis, with the expectation that the proposed intervention will significantly diminish the impairment, prevent significant deterioration in an important area of life functioning, In addition, the beneficiary's condition would not be responsive to physical health care based treatment.

Prior to January 1, 2014, adult MCP beneficiaries who had mental health conditions but did not meet the medical necessity criteria for SMHS had only limited access to outpatient mental health services, which were delivered by primary care providers (PCPs) or by referral to Medi-Cal FFS mental health providers. DHCS paid MCPs a capitated rate to provide those outpatient mental health services that were within the PCP's scope of practice (unless otherwise excluded by contract). Since January 1, 2014, DHCS adjusted MCP capitation payments to account for expanded outpatient mental health services.

DHCS requires MCPs to cover and pay for mental health services conducted by licensed mental health professionals (as specified in the Psychological Services Medi-Cal Provider Manual<sup>8</sup>) for MCP beneficiaries with potential mental health disorders, in accordance with Sections 29 and 30 of Senate Bill X1 1 of the First Extraordinary Session (Hernandez & Steinberg, Chapter 4, Statutes of 2013), which added §14132.03 and §14189 to the Welfare and Institutions Code. This requirement, which was in addition to the previously-existing requirement that PCPs offer mental health services within their scope of practice, remains in effect, along with the requirement to cover outpatient mental health services to adult beneficiaries with mild to moderate impairment of mental, emotional, or behavioral functioning (as assessed by a licensed mental health professional through the use of a Medi-Cal-approved clinical tool or set of tools agreed upon by both the MCP and MHP) resulting from a mental health disorder (as defined in the current DSM).

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<sup>8</sup> The Psychological Services Provider Manual can be found at:  
[http://files.medi-cal.ca.gov/pubsdoco/publications/masters-mtp/part2/psychol\\_a07.doc](http://files.medi-cal.ca.gov/pubsdoco/publications/masters-mtp/part2/psychol_a07.doc)

On March 30, 2016, the Centers for Medicare and Medicaid Services (CMS) issued a final rule (CMS-2333-F) that applied certain requirements from the Mental Health Parity and Addiction Equity Act of 2008 (Pub. L. 110-343, enacted on October 3, 2008) to coverage offered by Medicaid Managed Care Organizations. This included the addition of Subpart K – Parity in Mental Health and Substance Use Disorder Benefits to the Code of Federal Regulations (CFR). The general parity requirement (Title 42, CFR, §438.910(b)) stipulates that treatment limitations for mental health benefits may not be more restrictive than the predominant treatment limitations applied to medical or surgical benefits. This precludes any restrictions to a beneficiary's access to an initial mental health assessment. Therefore, MCPs shall not require prior authorization for an initial mental health assessment. DHCS recognizes that while many PCPs provide initial mental health assessments within their scope of practice, not all do. If a beneficiary's PCP cannot perform the mental health assessment because it is outside of their scope of practice, they may refer the beneficiary to the appropriate provider.

**POLICY:**

MCPs continue to be responsible for the delivery of non-SMHS for children under age 21 and outpatient mental health services for adult beneficiaries with mild to moderate impairment of mental, emotional, or behavioral functioning resulting from a mental health disorder, as defined by the current DSM. MCPs shall continue to deliver the outpatient mental health services specified in their Medi-Cal Managed Care contract and listed in Attachment 1 whether they are provided by PCPs within their scope of practice or through the MCP's provider network.

MCPs also continue to be responsible for the arrangement and payment of all medically necessary, Medi-Cal-covered physical health care services, not otherwise excluded by contract, for MCP beneficiaries who require SMHS. The eligibility and medical necessity criteria for SMHS provided by MHPs have not changed pursuant to this policy; SMHS continue to be available through MHPs.

MCPs must be in compliance with Mental Health Parity requirements on October 1, 2017, as required by Title 42, CFR, §438.930. MCPs shall also ensure direct access to an initial mental health assessment by a licensed mental health provider within the MCP's provider network. MCPs shall not require a referral from a PCP or prior authorization for an initial mental health assessment performed by a network mental health provider. MCPs shall notify beneficiaries of this policy, and MCPs informing materials must clearly state that referral and prior authorization are not required for a beneficiary to seek an initial mental health assessment from a network mental health provider. An MCP is required to cover the cost of an initial mental health assessment

completed by an out-of-network provider only if there are no in-network providers that can complete the necessary service.

If further services are needed that require authorization, MCPs are required to follow guidance developed for mental health parity, as follows:

MCPs must disclose the utilization management or utilization review policies and procedures that the MCP utilizes to DHCS, its contracting provider groups, or any delegated entity, uses to authorize, modify, or deny health care services via prior authorization, concurrent authorization or retrospective authorizations, under the benefits included in the MCP contract.

MCP policies and procedures must ensure that authorization determinations are based on the medical necessity of the requested health care service in a manner that is consistent with current evidence-based clinical practice guidelines. Such utilization management policies and procedures may also take into consideration the following:

- Service type
- Appropriate service usage
- Cost and effectiveness of service and service alternatives
- Contraindications to service and service alternatives
- Potential fraud, waste and abuse
- Patient and medical safety
- Other clinically relevant factors

The policies and procedures must be consistently applied to medical/surgical, mental health and substance use disorder benefits. The plan shall notify contracting health care providers of all services that require prior authorization, concurrent authorization or retrospective authorization and ensure that all contracting health care providers are aware of the procedures and timeframes necessary to obtain authorization for these services.

The disclosure requirements for MCPs include making utilization management criteria for medical necessity determinations for mental health and substance use disorder benefits available to beneficiaries, potential beneficiaries and providers upon request in accordance with Title 42, CFR §438.915(a). MCPs must also provide to beneficiaries, the reason for any denial for reimbursement or payment of services for mental health or substance use disorder benefits in accordance with Title 42, CFR, §438.915(b). In addition, all services must be provided in a culturally and linguistically appropriate manner.

### **MCP Responsibility for Outpatient Mental Health Services**

Attachment 1 summarizes mental health services provided by MCPs and MHPs. MCPs must provide the services listed below when medically necessary and provided by PCPs or by licensed mental health professionals in the MCP provider network within their scope of practice:

1. Individual and group mental health evaluation and treatment (psychotherapy);
2. Psychological testing, when clinically indicated to evaluate a mental health condition;
3. Outpatient services for the purposes of monitoring drug therapy;
4. Outpatient laboratory, drugs, supplies, and supplements (excluding medications listed in Attachment 2); and,
5. Psychiatric consultation.

Current Procedural Terminology (CPT) codes that are covered can be found in the Psychological Services Medi-Cal Provider Manual (linked in footnote 8 above).

Laboratory testing may include tests to determine a baseline assessment before prescribing psychiatric medications or to monitor side effects from psychiatric medications. Supplies may include laboratory supplies. Supplements may include vitamins that are not specifically excluded in the Medi-Cal formulary and that are scientifically proven effective in the treatment of mental health disorders (although none are currently indicated for this purpose).

For mild to moderate mental health MCP covered services for adults, medically necessary services are defined as reasonable and necessary services to protect life, prevent significant illness or significant disability, or to alleviate severe pain through the diagnosis and treatment of disease, illness, or injury. These include services to:

1. Diagnose a mental health condition and determine a treatment plan;
2. Provide medically necessary treatment for mental health conditions (excluding couples and family counseling for relational problems) that result in mild or moderate impairment; and,
3. Refer adults to the county MHP for SMHS when a mental health diagnosis covered by the MHP results in significant impairment;

For beneficiaries under the age of 21, the MCP is responsible for providing medically necessary non-SMHS listed in Attachment 1 regardless of the severity of the impairment. The number of visits for mental health services is not limited as long as the MCP beneficiary meets medical necessity criteria.

At any time, beneficiaries can choose to seek and obtain a mental health assessment from a licensed mental health provider within the MCP's provider network. Each MCP is still obligated to ensure that a mental health screening of beneficiaries is conducted by network PCPs. Beneficiaries with positive screening results may be further assessed either by the PCP or by referral to a network mental health provider. The beneficiary may then be treated by the PCP within the PCP's scope of practice. When the condition is beyond the PCP's scope of practice, the PCP must refer the beneficiary to a mental health provider within the MCP network. For adults, the PCP or mental health provider must use a Medi-Cal-approved clinical tool or set of tools mutually agreed upon with the MHP to assess the beneficiary's disorder, level of impairment, and appropriate care needed. The clinical assessment tool or set of tools must be identified in the MOU between the MCP and MHP, as discussed in APL 13-018.

Pursuant to the EPSDT benefit, MCPs are required to provide and cover all medically necessary services. For adults, medically necessary services include all covered services that are reasonable and necessary to protect life, prevent significant illness or significant disability, or to alleviate severe pain through the diagnosis or treatment of disease, illness, or injury. For children under the age 21, MCPs must provide a broader range of medically necessary services that is expanded to include standards set forth under Title 22, CCR Sections 51340 and 51340.01 and "[s]uch other necessary health care, diagnostic services, treatment, and other measures described in [Title 42, United States Code (US Code), Section 1396d(a)] to correct or ameliorate defects and physical and mental illnesses and conditions discovered by the screening services, whether or not such services or items are covered under the state plan" (Title 42, US Code, Section 1396d(r)(5)). However for children under the age 21, MCPs are required to provide and cover all medically necessary service, except for SMHS listed in CCR, Title 9, Section 1810.247 for beneficiaries that meet the medical necessity criteria for SMHS as specified in to CCR, Title 9, Sections 1820.205, 1830.205, or 1830.210 that must be provided by a MHP.

If an MCP beneficiary with a mental health diagnosis is not eligible for MHP services because they do not meet the medical necessity criteria for SMHS, then the MCP is required to ensure the provision of outpatient mental health services as listed in the contract and Attachment 1 of this APL, or other appropriate services within the scope of the MCP's covered services.

Each MCP must ensure its network providers refer adult beneficiaries with significant impairment resulting from a covered mental health diagnosis to the county MHP. Also, when the adult MCP beneficiary has a significant impairment, but the diagnosis is uncertain, the MCP must ensure that the beneficiary is referred to the MHP for further assessment.

The MCPs must also cover outpatient laboratory tests, medications (excluding carved-out medications that are listed in the MCP's relevant Medi-Cal Provider Manual<sup>9</sup>), supplies, and supplements prescribed by the mental health providers in the MCP network, as well as by PCPs, to assess and treat mental health conditions. The MCP may require that mild to moderate mental health services to adults are provided through the MCP's provider network, subject to a medical necessity determination.

The MCP may contract with the MHP to provide these mental health services when the MCP covers payment for these services.

MCPs continue to be required to provide medical case management and cover and pay for all medically necessary Medi-Cal-covered physical health care services for an MCP beneficiary receiving SMHS. The MCP must coordinate care with the MHP. The MCP is responsible for the appropriate management of a beneficiary's mental and physical health care, which includes, but is not limited to, the coordination of all medically necessary, contractually required Medi-Cal-covered services, including mental health services, both within and outside the MCP's provider network.

MCPs are responsible for ensuring that their delegates comply with all applicable state and federal law and regulations, as well as other contract requirements and DHCS guidance, including applicable APLs and Duals Plan Letters. These requirements must be communicated by each MCP to all delegated entities and subcontractors.

If you have any questions regarding this APL, please contact your Contract Manager.

Sincerely,

Original signed by Nathan Nau

Nathan Nau, Chief  
Managed Care Quality and Monitoring Division  
Department of Health Care Services

## Attachments

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<sup>9</sup> The provider manual for the Two Plan Model can be found at:  
[http://files.medi-cal.ca.gov/pubsdoco/publications/masters-mtp/part1/mcptwoplan\\_z01.doc](http://files.medi-cal.ca.gov/pubsdoco/publications/masters-mtp/part1/mcptwoplan_z01.doc)  
The provider manual for the Geographic Managed Care Model can be found at:  
[http://files.medi-cal.ca.gov/pubsdoco/publications/masters-mtp/part1/mcpgmc\\_z01.doc](http://files.medi-cal.ca.gov/pubsdoco/publications/masters-mtp/part1/mcpgmc_z01.doc)  
The provider manual for the County Organized Health Systems can be found at:  
[https://files.medi-cal.ca.gov/pubsdoco/publications/masters-mtp/.../mcpcohs\\_z01.doc](https://files.medi-cal.ca.gov/pubsdoco/publications/masters-mtp/.../mcpcohs_z01.doc)  
The provider manual for Imperial, San Benito, and Regional Models can be found at:  
[http://files.medi-cal.ca.gov/pubsdoco/publications/masters-mtp/part1/mcpimperial\\_z01.doc](http://files.medi-cal.ca.gov/pubsdoco/publications/masters-mtp/part1/mcpimperial_z01.doc)

**Attachment 1**

**Mental Health Services Description Chart for Beneficiaries Enrolled in an MCP**

<b>DIMENSION</b>	<b>MCP</b>	<b>MHP<sup>10</sup> OUTPATIENT</b>	<b>MHP INPATIENT</b>
<b>ELIGIBILITY</b>	<p style="text-align: center;"><b>Mild to Moderate Impairment in Functioning</b></p> <p>A beneficiary is covered by the MCP for services if he or she is diagnosed with a mental health disorder, as defined by the current DSM<sup>11</sup>, resulting in mild to moderate distress or impairment of mental, emotional, or behavioral functioning:</p> <ul style="list-style-type: none"> <li>• At an initial health screening, a PCP may identify the need for a thorough mental health assessment and refer a beneficiary to a licensed mental health provider within the MCP's network. The mental health provider can identify the mental health disorder and determine the level of impairment.</li> <li>• A beneficiary may seek and obtain a mental health assessment at any time directly from a licensed mental health provider within the MCP network without a referral from a PCP or prior authorization from the MCP.</li> <li>• The PCP or mental health provider should refer any beneficiary who meets medical necessity criteria</li> </ul>	<p style="text-align: center;"><b>Significant Impairment in Functioning</b></p> <p>An adult beneficiary is eligible for services if he or she meets all of the following medical necessity criteria:</p> <ol style="list-style-type: none"> <li>1. Has an included mental health diagnosis;<sup>12</sup></li> <li>2. Has a significant impairment in an important area of life function, or a reasonable probability of significant deterioration in an important area of life function;</li> <li>3. The focus of the proposed treatment is to address the impairment(s), prevent significant deterioration in an important area of life functioning.</li> <li>4. The expectation is that the proposed treatment will significantly diminish the impairment, prevent significant deterioration in an important area of life function, and</li> <li>5. The condition would not be responsive to physical health care based treatment.</li> </ol> <p style="text-align: center;"><i>Note: For beneficiaries under age 21, specialty mental health services must be provided for a range of impairment levels</i></p>	<p style="text-align: center;"><b>Emergency and Inpatient</b></p> <p>A beneficiary is eligible for services if he or she meets the following medical necessity criteria:</p> <ol style="list-style-type: none"> <li>1. An included diagnosis;</li> <li>2. Cannot be safely treated at a lower level of care;</li> <li>3. Requires inpatient hospital services due to one of the following which is the result of an included mental disorder: <ol style="list-style-type: none"> <li>a. Symptoms or behaviors which represent a current danger to self or others, or significant property destruction;</li> <li>b. Symptoms or behaviors which prevent the beneficiary from providing for, or utilizing, food, clothing, or shelter;</li> <li>c. Symptoms or behaviors which present a severe risk to the beneficiary's physical health;</li> <li>d. Symptoms or behaviors which represent a recent, significant deterioration in ability to function;</li> <li>e. Psychiatric evaluation or treatment which can only be performed in an acute psychiatric inpatient setting or through urgent</li> </ol> </li> </ol>

<sup>10</sup> SMHS provided by MHP

<sup>11</sup> Current policy is based on DSM IV and will be updated to DSM 5 in the future

<sup>12</sup> As specified in regulations Title 9, Section 1830.205 for adults and Section 1830.210 for those under age 21

DIMENSION	MCP	MHP <sup>10</sup> OUTPATIENT	MHP INPATIENT
<p><b>ELIGIBILITY</b> (continued)</p>	<p>for SMHS to the MHP.</p> <ul style="list-style-type: none"> <li>When a beneficiary's condition improves under SMHS and the mental health providers in the MCP and MHP coordinate care, the beneficiary may return to the MCP's network mental health provider.</li> </ul> <p><i>Note: Conditions that the current DSM identifies as relational problems are not covered (e.g., couples counseling or family counseling.)</i></p>	<p><i>to correct or ameliorate a mental health condition or impairment.<sup>13</sup></i></p>	<p>or emergency intervention provided in the community or clinic; and;</p> <p>f. Serious adverse reactions to medications, procedures or therapies requiring continued hospitalization.</p>
<p><b>SERVICES</b></p>	<p>Mental health services provided by licensed mental health care professionals (as defined in the Medi-Cal provider bulletin) acting within the scope of their license:</p> <ul style="list-style-type: none"> <li>Individual and group mental health evaluation and treatment (psychotherapy)</li> <li>Psychological testing when clinically indicated to evaluate a mental health condition</li> <li>Outpatient services for the purposes of monitoring medication therapy</li> <li>Outpatient laboratory, medications, supplies, and supplements</li> <li>Psychiatric consultation</li> </ul>	<ul style="list-style-type: none"> <li>Mental Health Services <ul style="list-style-type: none"> <li>Assessment</li> <li>Plan development</li> <li>Therapy</li> <li>Rehabilitation</li> <li>Collateral</li> </ul> </li> <li>Medication Support Services</li> <li>Day Treatment Intensive</li> <li>Day Rehabilitation</li> <li>Crisis Residential Treatment</li> <li>Adult Residential Treatment</li> <li>Crisis Intervention</li> <li>Crisis Stabilization</li> <li>Targeted Case Management</li> <li>Intensive Care Coordination</li> <li>Intensive Home Based Services</li> <li>Therapeutic Foster Care</li> <li>Therapeutic Behavioral Services</li> </ul>	<ul style="list-style-type: none"> <li>Acute psychiatric inpatient hospital services</li> <li>Psychiatric Health Facility Services</li> <li>Psychiatric Inpatient Hospital Professional Services if the beneficiary is in fee-for-service hospital</li> </ul>

<sup>13</sup> [Title 9, CCR, §1830.210](#)

**Attachment 2**

**Drugs Excluded from MCP Coverage**

The following psychiatric drugs are noncapitated except for HCP 170 (KP Cal, LLC):

Amantadine HCl	Olanzapine Fluoxetine HCl
Aripiprazole	Olanzapine Pamoate
Asenapine (Saphris)	Monohydrate (Zyprexa Relprevv)
Benzotropine Mesylate	Paliperidone ( <b><u>oral and injectable</u></b> )
Brexpiprazole (Rexulti)	Perphenazine
Cariprazine	Phenelzine Sulfate
Chlorpromazine HCl	Pimavanserin
Clozapine	Pimozide
Fluphenazine Decanoate	Quetiapine
Fluphenazine HCl	Risperidone
Haloperidol	Risperidone Microspheres
Haloperidol Decanoate	Selegiline (transdermal only)
Haloperidol Lactate	Thioridazine HCl
Iloperidone (Fanapt)	Thiothixene
Isocarboxazid	Thiothixene HCl
Lithium Carbonate	Tranlycypromine Sulfate
Lithium Citrate	Trifluoperazine HCl
Loxapine Succinate	Trihexyphenidyl
Lurasidone Hydrochloride	Ziprasidone
Molindone HCl	Ziprasidone Mesylate
Olanzapine	

These drugs are listed in the Medi-Cal Provider Manual in the following link:  
[http://files.medi-cal.ca.gov/pubsdoco/publications/masters-mtp/part1/mcpgmc\\_z01.doc](http://files.medi-cal.ca.gov/pubsdoco/publications/masters-mtp/part1/mcpgmc_z01.doc)

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

<b>MEETING DATE:</b> May 5, 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:** Public Health  
**APPROVING PARTY:** Vickie Clark, Director  
**PHONE NUMBER:** (530) 993-6700

**AGENDA ITEM:** Resolution Authorizing the Sierra County Auditor to make certain changes to the 2019-2020 final budget

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

**BACKGROUND INFORMATION:** Please see attached memo

**FUNDING SOURCE:** 0515610

**GENERAL FUND IMPACT:** No General Fund Impact

**OTHER FUND:** COVID

**AMOUNT:** \$ 150,462.00 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></p> <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

# Memorandum

**To:** Sierra County Board of Supervisors

**From:** Vickie Clark, Director

**Reference:** Agenda Item

**Date of memo:** April 22, 2020

**Date of Board Meeting:** May 5, 2020

**Requested Action:** Resolution Authorizing the Sierra County Auditor to make certain changes to the 2019-2020 final budget

**Mandated by:** Government Code §29125

## Funding

**Budgeted?** Yes  No

<b>Revenue</b>	\$150,462.00	<b>COVID</b>
<b>Expenses</b>	\$150,462.00	<b>COVID</b>
<b>Difference</b>	0	

**Background Information:** On March 6, 2020, the President signed into law the Coronavirus Preparedness and Response Supplemental Appropriations Act, 2020 (P.L. 116-123)(Coronavirus Supplemental). This act provides funding to prevent, prepare for, and respond to Corona Virus Disease 2019 (COVID-19). Sierra County was allocated an additional \$150,462.00. This resolution would allow for the Sierra County Auditor to make certain changes to the 2019-2020 final budget to include this funding.

**Potential Issues to consider:** None

**Alternatives or Impacts of disapproval:**

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

RESOLUTION NO. \_\_\_\_\_

**IN THE MATTER OF THE SIERRA COUNTY AUDITOR  
TO MAKE CERTAIN CAHNGES TO THE 2019-2020 FINAL BUDGET**

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

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

Transfer Out	8915624	\$150,462.00
Transfers In	0515610	\$150,462.00
Increase Expenditures	0515610	\$150,462.00

**FURTHERMORE BE IT RESOLVED**, the Board hereby specifically authorizes the Auditor to transfer the above funds.

**ADOPTED** by the Board of Supervisors of the County of Sierra, State of California on the 5th day of May, 2020.

**AYES:  
NOES:  
ABSENT:  
ABSTAIN:**

COUNTY OF SIERRA

\_\_\_\_\_  
JIM BEARD  
Chairman

ATTEST:

APPROVED AS TO FORM:

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

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



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

**RESOLUTION CERTIFYING COUNTY ROADS  
CONTAINED IN COUNTY MAINTAINED ROAD SYSTEM**

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

**WHEREAS**, Resolution 2020-049 adopted at the April 21, 2020 meeting of the Sierra County Board of Supervisors is hereby rescinded due to clerical error; and,

**WHEREAS**, Section 2121 of the Streets and Highways Code provides that in May of each year, each County shall submit to the Department of Transportation any additions to, or exclusions from, its mileage of maintained County roads, specifying the termini and mileage of each route added or excluded; and

**WHEREAS**, the Department of Transportation certified to the State Controller in 2019 that the total mileage of maintained County roads was 391.476 as shown on the Maintained Mileage Tab provided by the State of California; and

**WHEREAS**, there have been no additions or deletions to the Maintained Mileage System in 2019.

**NOW, THEREFORE, BE IT RESOLVED** that the total mileage of maintained County Roads is 391.476.

**BE IT FURTHER RESOLVED AND ORDERED** that duplicate copies of this resolution shall be filed in the office of the Director of Transportation of the County of Sierra.

The foregoing resolution was duly passed and adopted by the Board of Supervisors of the County of Sierra on the 5th day of May, 2020 by the following vote:

AYES:  
NOES:  
ABSTAIN:  
ABSENT:

COUNTY OF SIERRA

\_\_\_\_\_  
JAMES BEARD  
CHAIRMAN, 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> May 5, 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> Public Works and Transportation
<b>APPROVING PARTY:</b> Tim H. Beals, Director
<b>PHONE NUMBER:</b> 530-289-3201

**AGENDA ITEM:** Resolution rescinding Resolution 2020-039 and Agreement 2020-025 and approving revised Lease Option Renewal, Fifth Amendment with Pacific Bell for use of property at Sierra City Community Park.

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

**BACKGROUND INFORMATION:** After approval at the April 7, 2020 meeting AT&T requested a revised version with minor corrections/clarifications. A redline version is attached, as well as the final version.

**FUNDING SOURCE:** Revenue  
**GENERAL FUND IMPACT:** No General Fund Impact  
**OTHER FUND:**  
**AMOUNT:** \$5065.20 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></p> <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**

**IN THE MATTER OF AUTHORIZING  
AND APPROVING OF FIFTH  
MODIFICATION TO PACIFIC BELL LEASE**

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

**Be It Resolved** that Resolution 2020-039 and Agreement 2020-25 are hereby rescinded due to necessary corrections.

**Be It Further Resolved** that the Fifth Modification to Lease for the Pacific Bell Land Lease at the Sierra City Park which authorizes Sierra County to take responsibility for water service and to charge Lessee a flat rate is hereby approved.

The Director of Transportation is hereby authorized to execute the renewal document on behalf of the County.

**ADOPTED** by the Board of Supervisors of the County of Sierra on the 5<sup>th</sup> day of May, 2020 by the following vote:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

COUNTY OF SIERRA

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

ATTEST:

APPROVED AS TO FORM:

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

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

**REDLINE VERSION**

## FIFTH MODIFICATION TO LEASE

This Fifth Modification to Lease ("Modification") is entered into as of May 1, 2020, by and between the County of Sierra, hereinafter called "Lessor", and Pacific Bell Telephone Company, a California corporation, hereinafter called "Lessee", with respect to the following facts:

### RECITALS

A. Lessor, as successor in interest to Lorraine C. Brown and Lessee are parties to that certain Lease dated as of May 11, 1970, as amended by that certain First Modification of Lease dated December 26, 1978, ~~and~~ that certain Second Modification to Lease dated March 21, 1990, ~~and~~ that Third Modification to Lease dated January 24, 2000, ~~and that certain Fourth Modification to Lease dated October 1, 2013~~ (as amended and modified, the "Lease") covering certain premises located in the City of Sierra City, County of Sierra, State of California and commonly known as 15 Busch St. Capitalized terms used but not defined herein shall have the meanings given them in the Lease.

B. The parties now desire to modify the Lease to make certain changes to the Lease all as set forth below.

**NOW, THEREFORE**, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee hereby agree as follows:

1. **Rent.** Section 3(a) of the Lease is hereby revised to add the following:

Lessee shall pay rent to Lessor for the leased premises at the rental rate of four thousand sixty-eight dollars and twelve cents (\$4,068.12) ~~five thousand sixty-five and twenty cents (5,065.20)~~ per year, payable yearly in advance, subject to proportionate refund of advance-paid rent if this Lease should be terminated before the expiration of any year for which rent shall have been paid.

- Lessee will pay an annual cost of nine hundred ninety-seven and eight cents (997.08) for water service to Lessor, thereby increasing the rent payment from four thousand sixty-eight dollars and twelve cents (\$4,068.12) to five thousand sixty-five dollars and twenty cents (\$5,065.20) per year. Lessor has the ability to annually adjust, prospectively, this amount whether by increase or decrease, in accordance with any service water rate change.
2. **Authorization.** Each of the persons executing this Modification represents and warrants that he/she is duly authorized to execute and deliver these documents respectively on Lessor's and Lessee's behalf; and that Lessor and Lessee will respectively be bound thereby upon the full execution and delivery of the documents.
  3. **Miscellaneous.** Except as specifically amended herein, the Lease shall remain in full force and effect. This Modification may be executed in counterparts, each of which, taken together, shall constitute one fully executed original.

IN WITNESS WHEREOF, the parties have executed this Fifth Modification to Lease as of the date set forth above.

**LESSOR:**  
County Of Sierra

**LESSEE:**  
Pacific Bell Telephone Company,  
a California corporation

By: \_\_\_\_\_  
Tim H. Beals  
Director of Transportation  
[Real Estate](#)

By: \_\_\_\_\_  
Kay La Roche  
Its: [Portfolio Area](#) Manager, [CRE Corporate](#)

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CLEAN COPY

## FIFTH MODIFICATION TO LEASE

This Fifth Modification to Lease (“Modification”) is entered into as of May 1, 2020, by and between the County of Sierra, hereinafter called “Lessor”, and Pacific Bell Telephone Company, a California corporation, hereinafter called “Lessee”, with respect to the following facts:

### RECITALS

A. Lessor, as successor in interest to Lorraine C. Brown and Lessee are parties to that certain Lease dated as of May 11, 1970, as amended by that certain First Modification of Lease dated December 26, 1978, that certain Second Modification to Lease dated March 21, 1990, that Third Modification to Lease dated January 24, 2000, and that certain Fourth Modification to Lease dated October 1, 2013 (as amended and modified, the “Lease”) covering certain premises located in the City of Sierra City, County of Sierra, State of California and commonly known as 15 Busch St. Capitalized terms used but not defined herein shall have the meanings given them in the Lease.

B. The parties now desire to modify the Lease to make certain changes to the Lease all as set forth below.

**NOW, THEREFORE**, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lessor and Lessee hereby agree as follows:

1. **Rent.** Section 3(a) of the Lease is hereby revised to add the following:

Lessee shall pay rent to Lessor for the leased premises at the rental rate of four thousand sixty-eight dollars and twelve cents (\$4,068.12) per year, payable yearly in advance, subject to proportionate refund of advance-paid rent if this Lease should be terminated before the expiration of any year for which rent shall have been paid.

- Lessee will pay an annual cost of nine hundred ninety-seven and eight cents (997.08) for water service to Lessor, thereby increasing the rent payment from four thousand sixty-eight dollars and twelve cents (\$4,068.12) to five thousand sixty-five dollars and twenty cents (\$5,065.20) per year. Lessor has the ability to annually adjust, prospectively, this amount whether by increase or decrease, in accordance with any service water rate change.
2. **Authorization.** Each of the persons executing this Modification represents and warrants that he/she is duly authorized to execute and deliver these documents respectively on Lessor's and Lessee's behalf; and that Lessor and Lessee will respectively be bound thereby upon the full execution and delivery of the documents.
  3. **Miscellaneous.** Except as specifically amended herein, the Lease shall remain in full force and effect. This Modification may be executed in counterparts, each of which, taken together, shall constitute one fully executed original.

**IN WITNESS WHEREOF**, the parties have executed this Fifth Modification to Lease as of the date set forth above.

**LESSOR:**  
**County of Sierra**

**LESSEE:**  
**Pacific Bell Telephone Company,**  
**a California corporation**

By: \_\_\_\_\_  
Tim H. Beals  
Director of Transportation

By: \_\_\_\_\_  
Kay La Roche  
Its: Portfolio Manager, CRE



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

**IN THE MATTER OF RESCINDING  
AGREEMENT 2020-032 AND APPROVING  
UPDATED LEASE AGREEMENT WITH  
SPI FOR USE OF PLUM VALLEY PARK**

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

**Be It Resolved** that Agreement 2020-032 is hereby rescinded due to an updated provision.

**Be It Further Resolved** that the updated General License Agreement with Sierra Pacific Industries for continued use of Plum Valley Park as a County Facility is hereby approved.

**ADOPTED** by the Board of Supervisors of the County of Sierra on the 5<sup>th</sup> day of May, 2020 by the following vote:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

COUNTY OF SIERRA

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

ATTEST:

APPROVED AS TO FORM:

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

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

## GENERAL LICENSE AGREEMENT

This General License Agreement (“Agreement”) is entered into on April 2, 2020 (“Effective Date”), by and between SIERRA PACIFIC INDUSTRIES, a California corporation (“Company”), and COUNTY OF SIERRA, a political subdivision for the State of California (“Licensee”). In the event Company manages the Property (as defined below) and the Property is owned by a third party, all references to Company herein shall be deemed to include Owner (as defined below).

### RECITALS

WHEREAS, Company owns or manages for Sierra Pacific Land & Timber Company (“Owner”) certain real property in Sierra County, California, as more particularly described in **Exhibit A** attached hereto and incorporated herein (the “Property”); and

WHEREAS, Licensee desires to conduct the following activity (the “Activity”) upon the Property: Use and maintain an existing park and picnic area known as Plum Valley Park.

NOW, THEREFORE, for and in consideration of the mutual promises, covenants and conditions, it is mutually agreed as follows:

1. NON-EXCLUSIVE REVOCABLE LICENSE.

Subject to the terms and conditions of this Agreement, Company hereby grants a license (the “License”) to Licensee to perform the Activity upon the Property. Licensee’s right to perform the Activity is non-exclusive and Company shall have the right to enter and use the Property for any purpose that will not unreasonably interfere with the rights granted to Licensee under this Agreement. This License is revocable by Company as provided in Section 2 of this Agreement. Licensee agrees that Company shall not be estopped to revoke this License, notwithstanding any expenditure, regardless of amount, Licensee may incur related to the Activity. Licensee further agrees that Licensee shall not contest Company’s right to revoke this License.

2. TERM.

This Agreement shall be effective for a term of five years and shall automatically expire on April 1, 2025; provided, however, that notwithstanding the foregoing, Company may revoke this License at any time by giving Licensee fifteen (15) days’ written notice. This Agreement shall supersede any other license or lease agreement in effect between Licensee and Company on the Effective Date and any such agreement is hereby terminated with no further obligation on the part of Licensee or Company except for those obligations set forth herein. This Agreement shall automatically terminate on the occurrence of bankruptcy or insolvency of either party, or death or dissolution of either party.

3. LICENSE FEE.

Licensee agrees to pay to Company an annual license fee (the “License Fee”) for the use of the Property in the amount of \$ -0- per year.

4. EXPENSES OF LICENSEE.

Licensee shall pay the costs and expenses listed below:

(a) Taxes. Licensee shall pay, before they become delinquent, any and all charges, fees, taxes or assessments of any kind whatsoever imposed on the Property by reason of (i) Licensee's Activity on the Property, (ii) construction of improvements on the Property by Licensee, (iii) the placement of personal property on the Property by or on behalf of Licensee, or (iv) any privilege, sales, gross income or other tax imposed on or measured by the License Fee paid to Company (such expenses described in items (i) through (iv) above collectively, the "Taxes"). Company shall have the right to pay any or all Taxes and upon demand by Company, Licensee shall immediately reimburse Company for such payments in accordance with Section 4(d) below.

(b) Other Expenses. In addition to the Taxes, and unless otherwise specified herein, Licensee shall bear all costs and expenses of whatever kind and nature that arise from this License.

(c) Interest. Licensee agrees to pay to Company interest at the rate of the ten percent (10%) per annum upon any and all amounts whatsoever due to Company under this Agreement, including, but not limited to, the License Fee, Taxes and reimbursements, from the date payment of each such amount is due until the date such amount is actually received by Company.

(d) Reimbursement to Company. If Company shall have made payments on behalf of Licensee for any Taxes or other costs or expenses described in this Section 4, Licensee shall reimburse Company within ten (10) days from the date Company verbally notifies Licensee of such payments. Company shall have a lien on any Licensee-owned property located upon the Property as security for repayment of said amount.

5. USE.

(a) Qualifications on Use. Licensee shall neither use nor permit any use of the Property for any purpose other than that set forth in Section 1 hereof. The License granted under this Agreement is subject to all easements, leases, liens, conditions, restrictions, encumbrances and claims of title that affect the Property. Licensee accepts the Property (including, without limitation, all Company-owned improvements) in its present condition and without any representation or warranty by Company as to the condition of such Property. Company shall not be responsible for or liable to Licensee for any defect or change of conditions in the Property or any damage occurring thereto or for the existence of any violation of any municipal, county, state or federal law, order, rule, regulation or ordinance. Unless previously agreed to in writing by Company, Licensee shall not do or permit any others to do any of the following on the Property at any time: (i) explore for, mine, extract or remove any minerals of any kind or character, including, without limitation, oil, natural gas, hydrocarbon substances, geothermal steam, brines or minerals in solution, quarry, stone, sand or gravel, (ii) create or leave any waste of any kind or nature whatsoever, (iii) remove any earth or soil, (iv) destroy, cut or remove any standing or lying timber,

trees or firewood, (v) create or cause any nuisance, (vi) commit any unlawful or immoral acts or (vii) display any sign or notice other than as specified in Section 5(d) of this Agreement.

(b) Reservation of Company's Rights. Company reserves the right to conduct the following activities upon the Property and/or retains the following rights during the term of this Agreement:

(i) to construct, reconstruct, maintain and use ditches, flumes, roads, trails, tracks, pipe, signal, telegraph, telephone, communication and power transmission lines and facilities in, upon and over the Property;

(ii) all water rights appurtenant to the Property and the right to all water subject to appropriation and use thereon, except such water as may be reasonably necessarily and beneficially used by Licensee in connection with the Activity conducted by Licensee on said Property during the term of this Agreement;

(iii) the exclusive rights to all minerals, including, but not limited to, oil, gas and hydrocarbon substances, within or underlying the Property or that may be produced therefrom and all trees and timber thereon, including the right to cut and remove said trees and timber and to prospect on the Property for said water and said minerals and to mine, drill for and remove the same; and

(iv) the right to use said Property for any and all purposes consistent with Licensee's conduct of the Activity on the Property during the term of this Agreement.

(c) Gates. Licensee shall have the right to erect and maintain locked gates across any road entering the Property; provided, however, that Company, its employees, agents, successors and assigns, shall have the right to pass through any such locked gates at any time. Each such gate shall be provided with a link chain that may be fitted with multiple locks so that all persons authorized to use the same may have separate locks and keys and may open such gate independently of any other person.

(d) Signs. A sign reading "RIGHT TO PASS BY PERMISSION, AND SUBJECT TO CONTROL OF OWNER: SECTION 1008, CIVIL CODE SIERRA PACIFIC LAND & TIMBER COMPANY" shall be erected and maintained by and at the sole cost and expense of Licensee along all roads at each point of entry upon the Property.

(e) Trail Sections. As to any part of the Property herein designated as "Trail Sections," so long as such does not unreasonably interfere with Licensee's conduct of the Activity on the Property, Licensee shall permit any and all persons to drive their livestock over and across the Property so designated whenever it is necessary to afford a passageway to, from or through real property leased by Company; however, Licensee shall not permit trailing of livestock across any of the Property included in this Agreement not specified as "Trail Sections" without prior written permission from Company.

(f) Damage or Destruction. If Licensee causes the destruction of any of Company's land, crops, grass, trees, livestock, improvements or other property on the Property, Licensee agrees to promptly repair or pay the full replacement value of such damaged property (regardless of amortization) to Company, at Company's reasonable discretion.

(g) Condemnation. If any portion of the Property shall be taken or condemned for public use (including conveyance by deed in lieu of or in settlement of condemnation proceedings), this Agreement shall automatically terminate on the sooner of the order of possession or the date of the final order of condemnation. Licensee may receive compensation from the condemning governmental agency only for the taking and damaging of Licensee's improvements on the Property. Any other compensation or damages arising out of such taking or condemnation awarded to Licensee shall be assigned by Licensee to Company.

(h) No Campfires. Licensee shall instruct in writing each individual intending to enter the Property for any purpose permitted by the License that such individuals are strictly prohibited from starting or using campfires or other types of fire or flames of any kind while on the Property excepting therefrom self-contained, gas powered barbeques with a minimum clearance of 10 feet of all flammable vegetation or other substances conducive to the spread of fires around the perimeter of the barbeque.

(i) In the event Licensee's activities on the Property include the collection of data of any nature, upon Company's request, Licensee shall make available to Company, at Company's expense, all reports, data and all other information and items developed or prepared by Licensee as a result of its activities conducted on the Property. Company and Licensee agree that, unless otherwise required by applicable law, neither of them will disclose any reports, data or other information or items developed or prepared by Licensee as a result of its activities on the Property without the prior written approval by the other of the form, content and proposed recipient of such disclosure.

## 6. INSPECTION.

Company and its agents and employees shall have the right to enter in and upon the Property at any time to inspect Licensee's operations and confirm that Licensee is complying with this Agreement.

## 7. INSURANCE.

(a) At all times during the term of this Agreement, Licensee shall procure and maintain, at its own expense, all of the following coverage and in the amounts described below, any or all of which may be provided by way of a commercially reasonable self-insurance program:

(i) Workers' Compensation insurance, which includes a waiver of subrogation if jurisdictionally permissible, conforming to all applicable statutory requirements of the State of California;

(ii) Regardless of the minimum statutory requirements of the State of California, Employer's Liability coverage, which includes a waiver of subrogation if jurisdictionally permissible, with minimum limits of no less than \$1,000,000;

(iii) Commercial General Liability ("CGL") insurance shall be maintained with minimum limits of \$1,000,000 each occurrence; and \$1,000,000 General Aggregate. CGL insurance shall include a waiver of subrogation if jurisdictionally permissible, be written on ISO occurrence form CG 00 01 or equivalent and shall cover liability arising from premises, operations, independent contractors, personal injury and advertising injury, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract). Such CGL insurance shall name and include Company and all parents, subsidiaries and affiliates of Company, and their respective officers, directors, agents and employees (all of the foregoing collectively, the "Additional Insureds"), as additional insureds using ISO additional insured endorsement CG 20 10 04 13 or its equivalent;

(iv) Commercial Automobile Liability ("CAL") insurance shall be maintained with minimum limits of \$1,000,000 per accident. CAL insurance shall include a waiver of subrogation if jurisdictionally permissible and shall include coverage for any owned, non-owned, leased or hired vehicle written on an insurance industry standard form (CA 00 01) or equivalent. Such CAL insurance shall name and include the Additional Insureds as additional insureds; and

(v) If applicable, Loggers' Broad Form Property Damage ("LBF") insurance, with minimum limits of \$2,000,000 each occurrence. Such LBF insurance shall include a waiver of subrogation if jurisdictionally permissible, shall name and include the Additional Insureds as additional insureds using ISO additional insured endorsement CG 20 10 04 13 or its equivalent.

(b) All policies and coverage procured by Licensee as required herein (collectively, "Policies") shall include a separation of insureds clause. The Policies shall not include a deductible in excess of \$10,000 per loss without Company's written approval. The Policies shall be endorsed to include (i) a waiver of subrogation where required, (ii) for any coverage as to which any Additional Insured is named and included as an additional insured, a provision that specifies the Policies are primary and that any insurance or self-insurance maintained by Company or any other Additional Insured shall not contribute with it and (iii) that the applicable waiver of subrogation shall not affect the Company's right, or any other additional insured's right, to recover under such insurance policy. If Company or any other Additional Insured has other insurance that is applicable to any loss on an excess or contingent basis, the amount of Licensee's liability under the Policies cannot be reduced by the existence of such other insurance. Licensee shall provide Licensee's insurance agent or broker with a complete copy of all insurance requirements set forth in this Section 7.

(c) All Policies described shall be procured to the satisfaction of Company and shall be underwritten by an insurer acceptable to Company (must be rated A-: VII or better in the A.M. Best's Key Rating Guide and licensed to do business in the state in which the Property is

located). At Company's election, Company shall be entitled to inspect original Policies or require complete certified copies of Policies at any time. Prior to entering the Property, Licensee shall furnish Company with certificates of insurance and endorsements of all required insurance for Licensee. Such certificate of insurance shall provide that the coverage required herein shall not be cancelled or reduced except by written notice to Company, giving at least thirty (30) days prior to the effective date of such cancellation or reduction. In the event the coverage evidenced by any such certificate is cancelled or reduced, Licensee shall procure and furnish to Company, before the effective date of such cancellation or reduction, a new certificate conforming to the above requirements. If Licensee has failed for any reason to secure the Policies to the satisfaction of Company upon execution of this Agreement, or if Company has not been furnished a certificate of insurance as aforesaid within twenty (20) days from the Effective Date, then Company shall have the right, in addition to any other remedy available to it, to (i) immediately terminate this Agreement on written notice to Licensee or (ii) secure any or all of said Policies and Licensee shall immediately reimburse Company for the cost of such Policies upon request by Company.

(d) If Licensee's CAL required by Section 7(a)(iv) above covers scheduled automobiles only, in no event shall Licensee operate, on any property owned by Company or any parent, subsidiary or affiliate of Company, any automobile that is not specifically listed on the schedule of insured automobiles issued by Licensee's insurer as required in this Section 7.

\_\_\_\_\_ **Initials by Licensee** \_\_\_\_\_ **Initials by Company**

(e) Licensee shall require any subcontractors to maintain in full force and effect commercially reasonable insurance coverage substantially similar in form and substance to the insurance coverage required of Licensee in this Section 7, including applicable waiver of subrogation and additional insured requirements, as appropriate to the nature of subcontractors' operations, each with minimum limits of no less than \$2,000,000 each occurrence and/or general aggregate, as applicable, unless otherwise agreed to by Company in writing. Licensee shall be solely responsible for monitoring compliance by such subcontractors with the aforementioned insurance requirements.

(f) Notwithstanding any other provision of this Agreement, and separate and apart from any obligation of Licensee to indemnify, if Licensee's insurance carrier fails or refuses to defend or indemnify pursuant to an additional insured endorsement because of a failure to obtain an additional insured endorsement, policy deductible, self-insured retention or unauthorized coverage deletion, Licensee shall stand in the place of its insurer and defend and indemnify to the same extent that an insurer issuing the coverage as required herein would under applicable law.

(g) All insurance certificates or other evidence of coverage required to be submitted to Company pursuant to this Section 7 shall be sent to:

Sierra Pacific Land & Timber Company  
c/o Sierra Pacific Industries  
PO Box 496014  
Redding, CA 96049  
ATTN: Insurance Administrator  
E-mail: insurance@spi-ind.com

8. COMPLIANCE WITH ALL APPLICABLE LAWS AND RULES.

(a) Licensee expressly understands and agrees that Licensee is responsible for abiding by and complying with all applicable federal, state, county and local laws, rules, regulations and ordinances, including, but not limited to, all “Hazardous Materials Laws” (as defined below) and all other laws related to forestry, logging and log hauling (if applicable); endangered species; wages and hours worked, including, but not limited to, the Fair Labor Standards Act of 1938, 29 U.S.C. § 201, et seq.; State Forest Practice Regulations; social security; unemployment insurance; workers’ compensation; executive orders; OSHA; Cal/OSHA; labor code laws; migrant workers; seasonal workers; safety; environmental protection; and any other requirements set forth in this Agreement.

(b) For the purposes of this Agreement, “Hazardous Material Laws” shall include any and all federal, state and local laws, regulations, ordinances, codes and policies relating to substances, chemicals, wastes, sewage or other materials that are regulated, controlled or prohibited; or relating to pollution or protection of the environment, of natural resources or of public health and safety, including, but not limited to, the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. § 9601, et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. § 6901, et seq.; the Federal Water Pollution Control Act, 33 U.S.C. § 1251, et seq.; the Clean Air Act, 42 U.S.C. § 7401, et seq.; the California Hazardous Waste Control Act, Cal. Health & Saf. Code § 25300, et seq.; the California Safe Drinking Water and Toxic Enforcement Act, Cal. Health & Saf. Code § 25249.8, et seq.; and the California Porter-Cologne Water Quality Control Act, Cal. Water Code § 13000, et seq.

(c) **Licensee shall, to the extent they apply, abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity, or national origin and require affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability.** The applicable non-discrimination statutes of the state in which the Property is located are incorporated. To the extent applicable, 29 Code of Federal Regulations (C.F.R.) Part 471, Appendix A to Subpart A, as well as any E-Verify obligations described in FAR 52.222-54, are incorporated by reference. If Licensee is required by federal regulations to file Employer Information Report EEO-1 (standard form 100) or Federal Licensee Veterans’ Employment Report VETS-4212, Licensee certifies that it has done so or will file such reports in accordance with applicable instructions and will continue to file such reports unless or until no longer required by law or regulation.

(d) Licensee shall strictly enforce with all its agents and employees “No Smoking” regulations throughout the entire time Licensee is performing the Activity. Use of any tobacco product is strictly prohibited on any property owned by Company at which a manufacturing facility is operated and Licensee and its agents and employees shall strictly observe Company’s “No Tobacco Products” policy and shall not use any form of tobacco products while upon such Company property. Licensee shall comply with all other regulations related to fire

prevention, including, but not limited to, the location of fire tool caches and any other equipment that may be required by the United States Forest Service or California Department of Forestry and Fire Protection.

(e) Licensee shall make every reasonable effort to control and extinguish every fire on the Property immediately when Licensee becomes aware of such fire's existence, without waiting for instructions from a forester, warden or ranger, and Licensee shall continue to make every reasonable effort to control and extinguish such fire until it is extinguished. Provided Licensee is not at fault for the origination of any such fire, Company will compensate Licensee for such efforts at the equipment and operator rates specified in **Exhibit B** attached hereto and incorporated herein.

## 9. INDEMNITY.

To the extent not prohibited by applicable law, Licensee and Company (in such capacity, the "Indemnitor") shall each indemnify and hold harmless the other (in such capacity, and including such party's successors, assigns, officers, directors, employees, agents, representatives, parents, subsidiaries and affiliates, the "Indemnitees") from and against all claims, liabilities, losses, damages or expenses arising out of or relating to all acts, failures to act or other conduct of Indemnitor (or Indemnitor's employees, agents, representatives, independent contractors, material and equipment suppliers and any other entity or individual for whom Indemnitor is responsible), whether occurring in connection with Indemnitor's completed or ongoing operations, including claims, liabilities, losses, damages, expenses or costs and attorney's fees incurred on such claims, including, without limitation, proving the right to indemnification, arising out of or relating in part to the active negligence or other fault of any one or any combination of the Indemnitees. However, Indemnitor's total liability to the Indemnitees for any claims, liabilities, losses, damages or expenses caused in part by the negligence or other fault of Indemnitor (or Indemnitor's employees, agents, representatives, independent contractors, material and equipment suppliers and any other entity or individual for whom Indemnitor is responsible) and in part by the negligence or other fault of any one or any combination of the Indemnitees or any other negligent entity or individual, shall not exceed the percentage share that Indemnitor's negligence or other fault bears to the total negligence or other fault of the Indemnitees, Indemnitor and all other entities and individuals. This indemnity provision is not intended to and shall not in any way limit the extent of any insurance coverage available to any of the Indemnitees under any insurance policy purchased and maintained by Indemnitor (even coverage for any one or any combination of the Indemnitees' sole active negligence).

Licensee agrees to being added to any arbitration or litigation with third parties in which the Company Indemnitees allege indemnification or contribution from Licensee, or any of its subcontractors. Licensee will ensure that all of its subcontractors will, in their subcontracts, also agree to this provision and, in the event they do not, the Licensee shall be liable in place of any such subcontractor(s).

10. LIENS.

Licensee shall not suffer or permit, and shall immediately remove or discharge, any lien, including, but not limited to, any mechanics', loggers' or lumbermen's lien, arising out of or related to, whether directly or indirectly, Licensee's Activity or the use of any materials or equipment used in connection therewith, filed against the Property or any of Company's personal property for any reason whatsoever. Company has the right to post notices of non-responsibility upon the Property, and to otherwise notify, actually or constructively, any entity or persons supplying services or materials to the Property that Company is not responsible for the cost thereof.

11. SURRENDER OF PROPERTY.

Upon the termination or expiration of this Agreement, Licensee shall discontinue the use of the Property and, within sixty (60) days, remove all of Licensee's property from the Property. Licensee shall restore the Property to a substantially similar condition in which it existed on the Effective Date. Property of Licensee not removed from said Premises within sixty (60) days after the termination or expiration of this Agreement shall become the property of Company. Licensee shall reimburse Company for the cost and expense incurred by Company in restoration of the Property and disposing of Licensee's property that Licensee did not timely remove. If Licensee fails to surrender possession of the Property upon termination or expiration of this Agreement, Company shall have the right, to the extent permitted by law, to re-enter the Property and remove Licensee and any person or entity claiming through Licensee from the Property.

12. DEFAULT; TERMINATION.

In addition to the rights of Licensee and Company to terminate this Agreement under Sections 2 and 7(c), as applicable, if Licensee fails to comply with each and every term and condition of this Agreement and upon written notice to Licensee and the passage of twenty (20) days, during which Licensee may attempt to cure such breach, Licensee shall be in default of this Agreement and, in that instance, Company shall have the right to do one or both of the following: (i) immediately terminate this Agreement upon written notice to Licensee and, upon such termination, the parties shall have no further obligation to one another, except for those obligations that survive the termination of this Agreement as expressly set forth herein; or (ii) pursue any and all other remedies provided by law or available in equity.

13. NOTICE.

Written notices from one party to the other shall be given by one of the following methods: (a) United States registered mail, return receipt requested, and said notice shall be deemed to have been given three (3) days after said notice is deposited into the United States mail; (b) personal delivery, and said notice shall be deemed given upon such delivery; or (c) next business day delivery by a recognized overnight delivery service, and said notice shall be deemed given upon delivery by such service at the following addresses or at such other address of which either party shall advise the other in writing:

To Company: Sierra Pacific Land & Timber Company  
c/o Sierra Pacific Industries  
PO Box 496014  
Redding, CA 96049-6014

With a copy to: David H. Dun  
Dun & Martinek LLP  
2313 I Street  
Eureka, CA 95501

To Licensee: County of Sierra  
PO Box 98  
Downieville, CA 95936  
Attention: Tim H. Beals

14. INDEPENDENT CONTRACTOR.

Licensee expressly understands and agrees that Licensee is and shall be deemed to be an independent contractor. Nothing in this Agreement shall be construed as being or creating an employer-employee relationship, a partnership or a joint venture between the parties. Company shall have no responsibility with respect to Licensee's employees or agents, nor any control over them. Company shall not in any way control the means by which Licensee conducts the Activity as contemplated in this Agreement. Licensee shall have no authority to and shall not represent that it has any authority to bind or obligate Company in any manner.

Licensee agrees to and does accept exclusive liability with respect to employment of persons in the conduct of the Activity and the performance of its obligations as contemplated in this Agreement, including employment of subcontractors, for the performance of any and all obligations imposed upon employers under any unemployment compensation, pension, social security, income tax or other similar and applicable federal, state or local laws now in force or which hereafter become effective or enacted, including the payment and/or deduction and remittance of any and all contributions, taxes, fees or charges under such laws, and Licensee agrees to fully comply with and to make all returns required by any and all such laws.

15. MEDIATION; ARBITRATION.

(a) The parties covenant to attempt in good faith to resolve all disputes or controversies that arise out of or relate to this Agreement. If the parties cannot in good faith resolve any such dispute or controversy, such dispute or controversy shall be submitted to mediation in accordance with the rules of the American Arbitration Association. In the event the parties are unable to finally resolve any dispute or controversy through such mediation within a commercially reasonable period of time, the parties shall submit any such dispute or controversy to arbitration in accordance with Sections 15(b) or 15(c) below, as applicable.

(b) In the event the parties are unable to resolve any dispute or controversy through mediation in accordance with Section 15(a) above, and the amount in controversy is

\$100,000 or less, such dispute or controversy shall be submitted to arbitration in accordance with the rules of the American Arbitration Association. With respect only to any such dispute or controversy that is in an amount of \$100,000 or less, the parties to this Agreement (i) expressly waive their rights to utilize federal or state courts to resolve any such dispute or controversy and (ii) agree that the decision of the arbitrator shall be final and binding on all parties and may be entered as a judgment in court of competent jurisdiction.

(c) In the event the parties are unable to resolve any dispute or controversy through mediation in accordance with Section 15(a) above, and the amount in controversy is more than \$100,000, such dispute or controversy may (i) if agreed by the parties, be submitted to binding or non-binding arbitration, as the parties may agree, in accordance with the rules of the American Arbitration Association or (ii) be submitted to any federal or state courts having jurisdiction to resolve any such dispute or controversy.

(d) If arbitration or court action is necessary to resolve any alleged dispute, breach, default or misrepresentation in connection with this Agreement, the “Prevailing Party” (as defined below) shall be entitled to recover reasonable attorneys’ fees and costs in addition to any other relief to which the party may be entitled. Any such attorneys’ fees and costs incurred by the Prevailing Party in enforcing a judgment in its favor under this Agreement shall be recoverable separately from and in addition to any other amount included in such judgment, and such obligation to pay attorneys’ fees and costs is intended to be severable from the other provisions of this Agreement and to survive and not be merged into any such judgment. If the dispute or controversy is resolved through arbitration, the “Prevailing Party” shall be the party determined to be the prevailing party by an arbitrator or arbitration panel.

(e) Notwithstanding the foregoing, nothing contained in this Section 15 shall prevent either party hereto from seeking and obtaining injunctive relief against the other party’s activities in breach of this Agreement.

#### 16. SURVIVAL.

The provisions of Sections 4, 5(f), 5(g), 9 through 16, 18 through 20, 22, 24, 26 and 27 shall survive expiration or termination of this Agreement.

#### 17. ASSIGNMENT.

This Agreement shall be binding upon and inure to the benefit of the heirs, successors and assigns of the parties hereto, but this Agreement is not assignable without Company’s prior written consent. Any assignment in violation of this provision shall be deemed null and void.

#### 18. ENTIRE AGREEMENT AND MODIFICATION.

This Agreement, together with any and all attachments and Exhibits, constitutes the entire agreement between the parties hereto with respect to the subject matter hereof. Any changes to this Agreement made by the parties shall be invalid unless executed in a writing signed by all parties.

19. GOVERNING LAW.

This Agreement shall be governed by and construed in all respects in accordance with the laws of the State of California, without giving effect to its choice of law rules.

20. HEADINGS.

The headings within this Agreement are inserted for convenience of reference only and not to define, describe or limit the scope or the intent of this Agreement or any term hereof.

21. COUNTERPARTS.

This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original but all of which together shall constitute one and the same instrument.

22. WAIVER.

No failure of either party to exercise any power given hereunder or to insist upon strict compliance with any obligations specified herein, and no custom or practice at variance with the terms hereof, shall constitute a waiver of any party's right to demand strict compliance with the terms hereof; provided, however, that any party may, at its sole option, waive any requirement, covenant or condition herein established for the benefit of such party without affecting any of the other provisions of this Agreement.

23. FURTHER ASSURANCES.

Licensee and Company each agree to execute and deliver to the other such further documents and instruments as may be reasonable and necessary in furtherance of and to effectuate the intent of the parties as expressed by the terms and conditions in this Agreement.

24. INTERPRETATION.

Licensee and Company acknowledge this Agreement has been negotiated at arm's length; each party has had an opportunity to review and revise this Agreement and has been extended an opportunity to have legal counsel review and revise this Agreement. No rule of construction that ambiguities are to be resolved against the drafting party shall be employed in the interpretation of this Agreement.

25. TIME IS OF ESSENCE.

Time is of the essence in this Agreement, and Licensee shall diligently perform all of its obligations hereunder.

26. SEVERABILITY OF PROVISIONS.

If any provision of this Agreement is invalid, illegal or incapable of being enforced by any rule of law, or public policy, all other conditions and provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner adverse to any party. Upon any such determination, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in an acceptable manner to the end that transactions contemplated hereby are fulfilled to the extent possible. Notwithstanding any other provision of this Agreement, the invalidation of any provision herein relating to the parties' remedies shall not be interpreted to prevent an injured party from seeking actual damages.

27. NO THIRD PARTY BENEFICIARY.

Nothing in this Agreement, express or implied, is intended to confer on any person other than the parties hereto and their respective successors and permitted assigns any rights, remedies, obligations or liabilities under or by reason of this Agreement.

**[THE NEXT PAGE IS THE SIGNATURE PAGE]**

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the Effective Date.

**LICENSEE**

**COMPANY**

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

\_\_\_\_\_  
Sierra Pacific Industries, its Manager  
By: Eric Sweet  
Title: Tahoe District Manager  
Division: Forestry

## **EXHIBIT A**

### **Description of the Property**

Plum Valley Park as located south of Ridge Road within a portion of the SW  $\frac{1}{4}$ , SW  $\frac{1}{4}$ , SW  $\frac{1}{4}$  of Section 3, T 18N, R9E MDBM (APN SIE 006-020-001) & a portion of the NW  $\frac{1}{4}$ , NW  $\frac{1}{4}$ , NW  $\frac{1}{4}$  of Section 10, T18N, R9E MDBM (APN SIE 006-020-012); further depicted on the attached map in Exhibit A-1.



Lightfoot Truck Repair, Inc.  
PO Box 7923  
Auburn, CA 95604 US

PW - 613  
031-3010-5241  
V# 108513

# INVOICE

INVOICE # 13256  
DATE 04/09/2020  
DUE DATE 04/30/2020  
TERMS Due on receipt

**BILL TO**  
Sierra County  
Po Box 98  
Downieville 95936  
United States

**SHIP TO**  
Truck# 279  
1992 Freight. FTL  
Vin# NP508913  
Miles: 618,716

PLEASE DETACH TOP PORTION AND RETURN WITH YOUR PAYMENT.

**TRUCK#** 279  
**WO#** 13301

DESCRIPTION	QTY	RATE	AMOUNT
Perform 90 Day BIT Vehicle Safety Inspection & Lube Chassis - Prepare Repair Estimate for needed repairs found & Also on List dropped off with Truck.	1	160.00	160.00
Chassis Grease	1	7.00	7.00T
Service labor hours	4	120.00	480.00
Front Axle Spring bushings & pins & hangers worn - Right front wheel seal leaking & contaminated brakes ( Brake lining only 3/8" any way ) - Supply parts to replace front axle Spring packs & Rear frame hangers & Pins - Replace U-Bolts & nuts & washers - Pull apart Right & Left side Brakes & remove Hubs & Clean & Inspect wheel bearings & Re assemble with new wheel seals & oil hub caps & Refill with new hub oil - Install new Brake shoes & hardware & Brake Drums - Adjust front axle Brakes after repair.			
Spring Pack	2	620.00	1,240.00T
Rear Frame Hanger	2	110.00	220.00T
Pin	6	20.00	120.00T
Side Bar	4	32.00	128.00T
U-Bolt - Nut - Washer	4	42.00	168.00T
Frt Brake Shoe Kit	2	62.00	124.00T
Front Brake Drums	2	265.00	530.00T
Wheel Seal	2	38.00	76.00T
Lucas Hub Oil	1	12.00	12.00T
Misc. Supplies & Hardware	1	15.00	15.00T
Service labor hours	3	120.00	360.00
Air system loses air rapidly with most obvious leaks in Dash From Parking Brake Valve & Cab Blower - Replace Park Brake Vale & Fittings & Repair air leak at Blower. After repairing these leaks more time may be needed to Inspect & Repair air leaks to get within legal limits & will have to update pricing.			
MV3 Park Brake Valve	1	254.00	254.00T
90 Deg. Fitting	1	8.00	8.00T

Thank you for your business. If you have any questions, please contact Larry at 916-849-0426 or email him at wrenchman2004@sbcglobal.net.

DESCRIPTION	QTY	RATE	AMOUNT
Drain Valve	1	16.00	16.00T
Misc. Fittings	1	45.00	45.00T
<b>Service labor hours</b>	<b>8.50</b>	<b>120.00</b>	<b>1,020.00</b>
Engine oil leak at Front Crankshaft Seal - Engine overheating - Pull Radiator & Send out for Rod Out & Inspection - Replace Front Crank Seal & P/S pump mounting gasket & All V-Belts - Repair broken bolt in A/C Comp. mount - Re Install Radiator & Hoses as needed & Replace Engine Thermostat & Refill with new Coolant.			
Front Crank Seal	1	66.00	66.00T
V-Belt	2	34.00	68.00T
V Belt	3	24.00	72.00T
Radiator	1	1,850.00	1,850.00T
Thermostat	2	50.00	100.00T
Gasket P/S Pump (Cummm)	1	6.00	6.00T
Antifreeze (Green/Gas Eng)	12	14.00	168.00T
Environmental Service Fee ( Waste Antifreeze )	12	2.50	30.00T
Ataac Hose	2	57.00	114.00T
Clamp ATAAC Hose	1	12.00	12.00T
<b>Service labor hours</b>	<b>4</b>	<b>120.00</b>	<b>480.00</b>
Engine cooling Fan stays on all the time ( Hoses connected together now ) Replace Fan Solenoid & Re plumb air & Test Electric side & Test .			
Solenoid Valve Exh. Brake	1	168.00	168.00T
90deg. Fitting	2	5.00	10.00T
1/4" Plastic Air Line	16	0.95	15.20T
1/4" Plastic Wire Loom	16	0.60	9.60T
1/4" Wire Ties	15	0.45	6.75T

SUBTOTAL	8,158.55
TAX (7.25%)	410.24
TOTAL	8,568.79
<b>BALANCE DUE</b>	<b>\$8,568.79</b>

Thank you for your business. If you have any questions, please contact Larry at 916-849-0426 or email him at wrenchman2004@sbcglobal.net.

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

<b>MEETING DATE:</b> May 5, 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  
**APPROVING PARTY:** Heather Foster, Clerk-Recorder  
**PHONE NUMBER:** 530-289-3295

**AGENDA ITEM:** Minutes from the special meeting held on March 20, 2020.

**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></p> <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



STATE OF CALIFORNIA, COUNTY OF SIERRA  
BOARD OF SUPERVISORS  
MINUTES  
SPECIAL TELECONFERENCE 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 met in special session commencing at 1:00 p.m. on March 20, 2020 via teleconference. This meeting was recorded for posting on the Board of Supervisors' website at [www.sierracounty.ca.gov](http://www.sierracounty.ca.gov).

**PLEDGE OF ALLEGIANCE:** Led by Chair Beard

**ROLL CALL**

**Present:** Lee Adams, Supervisor, District #1  
Peter W. Huebner, Supervisor, District #2  
Paul Roen, Supervisor, Chair, District #3  
Jim Beard, Supervisor, Vice-Chair, District #4  
Sharon Dryden, Supervisor, District #5

**Staff:** Heather Foster, County Clerk-Recorder  
Amanda Uhrhammer, Deputy County Counsel  
Van Maddox, Auditor/Treasurer Tax-Collector  
Tim Beals, Director of Planning and Transportation  
Lea Salas, Director of Behavioral Health  
Vickie Clark, Director of Health and Social Services  
Jeff Bosworth, Chief Probation Officer  
Mike Fisher, Sheriff/Coroner  
Ann Mendez, Court Executive Officer

March 20, 2020

## **APPROVAL OF THE REGULAR AGENDA**

The Board moved to approve the Regular Agenda.

**APPROVED.** Motion: Roen/Huebner/Unanimous Roll Call Vote: 5/0

## **REGULAR AGENDA**

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

At 1:01 p.m. Chair Beard opened and closed the public comment opportunity with no persons addressing the Board.

### **3. PUBLIC WORKS/TRANSPORTATION - TIM BEALS**

- 3.A. Resolution approving Agreement for Possession and Use between Sierra County and Joanna M. Wentz for compensation for acquisition of a portion of property identified as Sierra County Assessor's Parcel 007-110-012, required for construction a portion of the Salmon Lake Road Bridge Replacement Project and authorizing signatory.

The Director of Public Works commented on the need to have the proposed agreement executed as soon as possible in order to preserve and protect the entire project.

Deputy Director of Transportation Bryan Davey provided background on the agreement for possession and use which allows them to move forward with the right-of-way certification and continue the project. Deputy Director Davey further clarified that this needs to be completed before the end of month in order to secure federal funding for the project.

The Board moved to adopt the resolution Agreement for Possession and Use between Sierra County and Joanna M. Wentz for compensation for acquisition of a portion of property identified as Sierra County Assessor's Parcel 007-110-012, required for construction a portion of the Salmon Lake Road Bridge Replacement Project and authorizing signatory.

**ADOPTED**, Resolution 2020-033 and **APPROVED**, Agreement 2020-019. Motion: Adams/Roen/Unanimous Roll Call Vote: 5/0

March 20, 2020

#### 4. BOARD OF SUPERVISORS

- 4.A. Continued discussion/action in regards to the resolution establishing interim personnel policies and the proclamation of local emergency to respond to COVID-19 adopted by the Board of Supervisors on March 17, 2020 and possible adoption of new policies and procedures related to the continuation of essential county functions and employee safety. (CLERK OF THE BOARD)

The Clerk provided brief background on the resolution establishing interim personnel policies and proclamation of local emergency.

The Director of Public Works referred to the Board's prior action to adopt a proclamation and his recommendation to adopt the proclamation effective today in order to make the record clear.

Discussion ensued with the Board.

The Board moved to adopt the resolution proclaiming the existence of a local state of emergency in Sierra County as a result of the COVID-19 pandemic virus.

**ADOPTED**, Resolution 2020-034. Motion: Roen/Huebner/Unanimous Roll Call Vote: 5/0

The Board moved adopt a resolution ratifying the Declaration of local health emergency effective on March 20, 2020 by the Sierra County Public Health Officer.

**ADOPTED**, Resolution 2020-035. Motion: Roen/Huebner/Unanimous Roll Call Vote: 5/0

Discussion ensued with the Board and staff in regards to operations of County departments in response to the COVID-19 pandemic.

Sierraville District Ranger Quentin Youngblood commented on the status of the agency's operations with respect to providing emergency services, law enforcement, and wildfire suppression.

Supervisor Roen requested Ranger Youngblood convey to his supervisors the need for continued support for wildfire suppression.

The Director of Public Works commented on providing resources to keep County sites and work stations sanitized and the status of existing contracts including FEMA projects, the Sierra Brooks Water System project, and various Sierra Nevada Conservancy grant projects.

Discussion ensued with respect to limiting public access to the courthouse and directing the public to call county offices directly or utilize the Sheriff's office intercom if they need assistance.

March 20, 2020

The Director of Health and Social Services, Director of Behavioral Health, Chief Probation Officer, Sheriff and Chief Technology Officer provided updates on department operations.

Considerable discussion ensued regarding adding information to the County's website with respect to County department operations in response to COVID-19; closing county parks, county owned buildings, and public restrooms; Public Health's requirement to inventory all housing options in the County for anyone who is identified as homeless and are infected; County transit vans continuing to provide essential services to seniors; the recent power outages on the west side of the County; options to provide fuel at the Goodyears Bar Shop for residents on the west side of the County; and the proposed telecommuting agreement.

Following discussion and by consensus the Board directed department managers to review the proposed telecommuting agreement and return to the Board at a future meeting.

**5. CLOSED SESSION**

- 5.A. Closed session pursuant to Government Code Section 54956.9(a) - conference with counsel regarding the following litigation: ARP - Loyaltan Cogen LLC Chapter 11 Bankruptcy - United States Bankruptcy Court Central District Case No. 8:20-bk-10535-ES.

The Board met in closed session from 3:10 p.m. to 3:52 p.m.

**ADJOURN**

At 3:52 p.m., with no further business, Chair Beard adjourned the meeting.

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JIM BEARD, CHAIR  
BOARD OF SUPERVISORS

ATTEST:

---

HEATHER FOSTER  
CLERK OF THE BOARD





**STATE OF CALIFORNIA, COUNTY OF SIERRA  
BOARD OF SUPERVISORS  
MINUTES  
SPECIAL TELECONFERENCE 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 met in special session commencing at 1:30 p.m. on Tuesday, March 31, 2020 via teleconference. This meeting was recorded for posting on the Board of Supervisors' website at [www.sierracounty.ca.gov](http://www.sierracounty.ca.gov)

**PLEDGE OF ALLEGIANCE:** Led by Chair Beard

**ROLL CALL**

**Present:** Lee Adams, Supervisor, District #1  
Peter W. Huebner, Supervisor, District #2  
Paul Roen, Supervisor, Chair, District #3  
Jim Beard, Supervisor, Vice-Chair, District #4  
Sharon Dryden, Supervisor, District #5

**Staff:** Heather Foster, County Clerk-Recorder  
Amanda Uhrhammer, Deputy County Counsel  
Van Maddox, Auditor/Treasurer Tax-Collector  
Tim Beals, Director of Planning and Transportation  
Lea Salas, Director of Behavioral Health  
Vickie Clark, Director of Health and Social Services  
Mike Fisher, Sheriff/Coroner  
Jeff Bosworth, Chief Probation Officer  
Jeremy Miller, Chief Technology Officer  
Ann Mendez, Court Executive Officer

March 31, 2020

## **APPROVAL OF REGULAR AGENDA**

The Board moved to approve the Regular Agenda.

**APPROVED.** Motion: Roen/Adams/Unanimous Roll Call Vote: 5/0

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

At 1:38 p.m. Chair Beard opened and closed the public comment opportunity with no persons addressing the Board.

### **3. PERSONNEL DIRECTOR - Margaret Long**

3.A. Approval of Sierra County Emergency Short-Term Telecommuting Agreement form.

Deputy County Counsel briefly commented on the proposed agreement.

In response to Supervisor Dryden's concerns with respect to allowing access to employee's residences, the Auditor explained the County has a responsibility under workers' compensation to inspect and ensure the area is not unsafe.

Deputy County Counsel clarified that if an employee doesn't want someone to assess the security and safety of their telecommuting location then they are not going to be able to telecommute.

Discussion ensued with the Board and staff with respect to the proposed agreement.

Following discussion, the Board moved to approve the Sierra County Emergency Short-Term Telecommuting Agreement form.

**APPROVED.** Motion: Roen/Adams/Unanimous Roll Call Vote: 5/0

### **4. BOARD OF SUPERVISORS**

4.A. COVID-19 PUBLIC HEALTH EMERGENCY UPDATE: Report from Sierra County Public Health, County and State Office of Emergency Services, County Department Managers, Forest Service Representatives, Superintendent of Schools and other local agencies on recent developments relating to the COVID-19 Public Health Emergency and possible direction to staff. (CLERK OF THE BOARD)

The Director of Health and Social Services provided an update on COVID-19 activities in the County and the department's readiness to address a positive case of COVID-19.

Board questioning ensued.

March 31, 2020

The Sheriff provide an update on law enforcement operations.

School Superintendent James Berardi commented on receiving notice from State Superintendent that all schools will be closed through the school year. Superintendent Berardi continued to provide an update on the status of the schools and working on distance learning programs.

The Director of Public Works commented on stopping the snow grooming programs on the east and west side of the County and the continued access to the trailheads at Little Truckee Summit, Yuba Pass and Bassets.

In response to the Director's inquiry, Sierraville District Ranger Quinten Youngblood clarified that the restrooms at Little Truckee Summit and Yuba Pass are closed and there are portable restrooms available for public use.

The Director commented that the restroom at Bassetts is currently locked and requested direction on whether to unlock the restroom or install a portable restroom.

Discussion ensued regarding continuing to allow access to trailheads; keeping campgrounds closed until the state is on a path to recovery; concerns with the Pacific Crest Trail (PCT) and reaching out the postal service in Reno to request refusal of delivery of PCT hiker's packages to the Sierra City Post Office; and what the Foret Service's plans/priorities are with respect to the upcoming fire season on the east and west side of the County.

The Director of Public Works continued to provide an update on the closure of county buildings and facilities; the Sierra Brooks Water System project; the Solid Waste transfer stations; and transit services on east and west side of the County.

Additional reports were given by the Director of Public Works/Planning, Clerk-Recorder, Auditor/Treasurer/Tax Collector, Assessor, Chief Technology Officer, Chief Probation Officer, Director of Behavioral Health, Director of Health and Social Services Laura, and the Court Executive Officer on County office operations.

## **ADJOURN**

At 3:19 p.m., with no further business, Chair Beard adjourned the meeting.

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JIM BEARD, CHAIR  
BOARD OF SUPERVISORS

ATTEST:

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HEATHER FOSTER  
CLERK OF THE BOARD