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

Lee Adams, Vice-Chair, District 1
P.O. Box 1 - Downieville, CA 95936 - 530-289-3506 - supervisor1@sierracounty.ca.gov
Peter W. Huebner, District 2
P.O. Box 349 - Sierra City, CA 96125 - 530-565-6055 - phuebner@sierracounty.ca.gov
Paul Roen, District 3
P.O. Box 43 - Calpine, CA 96124 - 209-479-2770 - supervisor3@sierracounty.ca.gov
Jim Beard, Chair, District 4
P.O. Box 1140 - Loyalton, CA 96118 - 530-565-6092 -jbeard@sierracounty.ca.gov
Sharon Dryden, District 5
P.O. Box 246 - Loyalton, CA 96118 - 530-913-9218 - sdryden@sierracounty.ca.gov

The Sierra County Board of Supervisors will meet in regular session commencing at 9:00 a.m. on September 1, 2020. This meeting will be recorded for posting on the Board of Supervisors' website at www.sierracounty.ca.gov.

In accordance with Governor's Executive Order pertaining to convening of public meetings in response to 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: 146 842 0023

By PC: https://tinyurl.com/090120bos
Access Code: 146 842 0023

NOTICE

Accommodations for individuals with a disability, as required by Section 202 of the Americans with Disabilities Act of 1990 and the Federal Rules and Regulations adopted in implementation thereof, 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 addresses:

Heather Foster
Clerk of the Board of Supervisors
County of Sierra
100 Courthouse Square, Room 11

P.O. Drawer D
Downieville, CA 95936
clerk-recorder@sierracounty.ca.gov

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.

   Documents:

   BoardMeeting_Highlights_August_12_2020_FINAL.pdf

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

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

5. **FOREST SERVICE UPDATE**

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

6. **BEHAVIORAL HEALTH - LEA SALAS**

   6.A. Approval to hire a temporary extra help Behavioral Health Associate position.

   Documents:

   BH Extra Help Associate Board.pdf

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

7.A. Resolution authorizing the acceptance of the COVID-19 ELC Enhancing Detection Funding Award Number COVID-19ELC46.

Documents:

ELC Enhancing Detection Funding Board.pdf

8. **PLANNING / BUILDING - TIM BEALS**

8.A. Discussion and direction on reviving the County Open Space Screening Committee and making appointments.

Documents:

Open Space Committee.Item.pdf

9. **PUBLIC WORKS/TRANSPORTATION - TIM BEALS**

9.A. Adoption of Urgency Ordinance adding Part 150, Chapter 11, Section 05 to Sierra County Code to implement weight restrictions on the Pearl Street (Hansen) Bridge, 13C0003, due to a crack in one of the timber stringers in the truss span of bridge discovered by the Load Rating Branch, California Department of Transportation.

Documents:

Urgency Ord.pdf

10. **BOARD OF SUPERVISORS**

10.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

10.B. Discussion and direction to staff on the use of Title III funds. (AUDITOR/PUBLIC WORKS)

Documents:

Discussion Title 3 ROP 9 1 2020.pdf

10.C. Resolution of intent for use of Title III funds for the development of the Sierra Brooks Community Firewise Plan. (AUDITOR/PUBLIC WORKS)

Documents:

Sierra Brooks Title 3 ROP.pdf

10.D. Resolution of intent for use of Title III funds for the development of the Sierra City Community Firewise Plan. (AUDITOR/PUBLIC WORKS)

Documents:

Resolution of Intent 9 1 20 1 SC.pdf

10.E. Resolution of intent for use of Title III funds for the development of the Sierra County Communities Firewise Plan through the Sierra County Fire Safe and Watershed Council. (AUDITOR/PUBLIC WORKS)

Documents:

SIerra County Firewise Counsel Title 3 ROP.pdf

10.F. Discussion/action with respect to Prop 68 Local Parks Rehabilitation, Creation, & Improvement Grant Ad-Hoc Committee. (SUPERVISOR ROEN & ADAMS)

Documents:

Prop 68 Ad Hoc Committee.pdf

11. **PERSONNEL DIRECTOR - MARGARET LONG**

11.A. Resolution approving the Sierra County Injury and Illness Prevention Policy.

Documents:

Sierra County IIPP.pdf

11.B. Resolution adopting the Sierra County protocols for maintaining a safe and healthy workplace in light of COVID-19.

Documents:

COVID-19 Healthy Workplace.pdf

12. **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.

12.A. Cash Audit report for the quarter ended June 30, 2020. (AUDITOR/TREASURER)

Documents:

CASH AUDIT REPORT 6-30-2020 ROP_Redacted.pdf

12.B. Local Enforcement Agency Grant Agreement EA31-20-0001, for the time period of July 1, 2020 through October 28, 2021, in the amount of $15,022.00. (PUBLIC HEALTH)

Documents:

LEA Board.pdf

12.C. Resolution approving Plumas County Agreement No. PARTB2021SCPH, Ryan White Part B, and authorizing the Public Health Director to sign the agreement and all invoices to secure funds. (PUBLIC HEALTH)

Documents:

Ryan White Part B Board.pdf

12.D. Memorandum of Understanding for Coordination of Services between Sierra County Division of Behavioral Health Plan and Blue Cross of California Partnership Plan, Inc. (BEHAVIORAL HEALTH)

Documents:

Anthem MOU Board.pdf

12.E. Addendum to the Memorandum of Understanding Amendment between Blue Cross of California Partnership Plan, Inc. (ANTHEM) and Sierra County Division of Behavioral Health Plan Mental Health Services. (BEHAVIORAL HEALTH)

Documents:

Anthem Amendment Board.pdf

12.F. Resolution assigning Lea Salas, Administrative Director of Behavioral Health, or designee to attend Continuum of Care executive board meetings and monthly meetings. (BEHAVIORAL HEALTH)

Documents:

COC Appointing LS Board.pdf

12.G. Agreement for Indemnification and Reimbursement for Extraordinary Costs for Jill L. Curran and Sattley 89 Ranch, LLC, applicant and landowner for a Williamson Act Contract for Sierra County Assessor's Parcel Number 013-070-007. (PLANNING)

Documents:

Curran.Indemn ROP.pdf

12.H. Authorize Road Department purchase of the Downieville Fire Department former fire chief pick-up truck, a 2000 Ford F-350 with a 7.3 Diesel Engine, in the amount of $2,500.00. (PUBLIC WORKS)

Documents:

Truck Purchase.pdf

12.I. Authorize purchase and payment of purchase order in the amount of $13,700 to Tire Service International for TC-710 Baler, Gas Engine, for bundling of aluminum and plastic (1s & 2s) out of 19-21 Beverage Recycling Grant. (PUBLIC WORKS)

Documents:

Recycling.Item.pdf

12.J. Cooperative Agreement with State of California Department of Transportation relative to the installation of a Gabion wall along State Route 49 at Belle Street to repair 2017 storm damage. (PUBLIC WORKS)

Documents:

Coop Agreement.Item.pdf

12.K. Approval of Contract Change Order 1 for Sierra County Wellness Center Foundation Project, Sierra County Agreement 2020-026. (PUBLIC WORKS)

Documents:

CCO 1 ROP.pdf

12.L. Authorize payment under Public Works Purchase Order in an amount not to exceed $12,000 for the installation of two perimeter soil gas probes to depths of 51 feet and 9 feet, in accordance with the project plans. (PUBLIC WORKS)

Documents:

Landfill Probes.pdf

12.M. Minutes from the regular meeting held on June 16, 2020. (CLERK)

Documents:

06162020 minutes.pdf

12.N. Minutes from the regular meeting held on August 4, 2020. (CLERK)

Documents:

08042020 minutes.pdf

ADJOURN

RCRC BOARD OF DIRECTORS MEETING HIGHLIGHTS

August 12, 2020

August 14, 2020 *RCRC Governmental Affairs Department Staff*

ACTION ITEM HIGHLIGHTS

- The RCRC Board of Directors adopted an "Oppose" position on the Proposition 15.
- The RCRC Board of Directors adopted a "Support" position on the Proposition 16.
- The RCRC Board of Directors adopted an "Oppose" position on the Proposition 17.
- The RCRC Board of Directors adopted a "Neutral" position on the Proposition 18.
- The RCRC Board of Directors adopted an "Oppose" position on the Proposition 19.

2020 Photo Contest Winner
Jason Brand
Mack Lake, Inyo County

MESSAGE BOARD

At the request of Supervisor Jeremy Brown, Trinity County, please find Trinity County's COVID-19 Dashboard here.

The August RCRC Board of Directors meeting took place via Zoom on Wednesday, August 12, 2020. The RCRC Board of Directors reviewed many issues, and the following are highlights:

President's Report

Greg Norton, President and CEO, announced his retirement from the organization effective December 31, 2020.

ADMINISTRATIVE MATTERS

President/CEO Annual Compensation – APPROVED

On July 15, 2020, the RCRC Executive Committee completed the annual performance evaluation of RCRC's President and CEO, Greg Norton. The RCRC Executive Committee presented their findings to the RCRC Board of Directors for review. The memo can be accessed here.

Rural County Photo Contest – Winner Selected

The RCRC Board of Directors voted on the three finalist photos, and a winner of RCRC's 4th Annual Rural County Photo Contest was chosen. The winning photo, submitted by Jason Brand, is displayed on the left-hand column.

GOVERNMENTAL AFFAIRS

Upcoming November 2020 Ballot Measures Update

Paul A. Smith, Senior Vice President Governmental Affairs, presented five ballot measures slated for the November 2020 General Election ballot. The results of those presentations are listed below.

Proposition 15 – The California Schools and Local Communities Funding Act (Split Roll) - OPPOSE

The RCRC Board of Directors adopted an "Oppose" position on Proposition 15. With the potential for a significant reduction in in property tax receipts due to the exemptions and new administrative burdens associated with Proposition 15, a number

of RCRC Member Counties stand to face significant loses under the proposal. The memo can be accessed here.

Proposition 16/ACA 5 – Repeal of Proposition 209 of 1996 – SUPPORT

The RCRC Board of Directors adopted a "Support" position on Proposition 16. Proposition 209, passed in 1996, prohibited affirmative action in several public processes. The passage of Proposition 16 would provide an opportunity for county governments to reassess their hiring and contracting practices to address racial inequities in their respective hiring/contracting practices. The memo can be accessed here.

Proposition 17/ACA 6 – Voting Rights of Convicted Felons – OPPOSE

The RCRC Board of Directors adopted an "Oppose" position on Proposition 17, which provides for the restoration of voting rights to convicted felons who remain on parole and have not completely fulfilled the terms of their sentence. The memo can be accessed here.

Proposition 18/ACA 4 – Age of Voting – NEUTRAL

The RCRC Board of Directors adopted a "Neutral" position on Proposition 18, which allows 17-year-olds to vote in primaries if they become 18 years-old by the time of the General Election. The memo can be accessed here.

Proposition 19/ACA 11 – The Home Protection for Seniors, Severely Disabled, Families, and victims of Wildfire or Natural Disasters Act – OPPOSE

The RCRC Board of Directors adopted an "Oppose" position on Proposition 19, which would liberalize property tax base year transfers and inherited property. The memo can be accessed here.

Forest Management and Wildlife Update

Staci Heaton, Senior Regulatory Affairs Advocate, provided an update on current efforts in the Legislature and various state and federal agencies to address California's persistent catastrophic wildfire events. Of importance, the RCRC Homeowner's Insurance Ad Hoc Committee (Committee) adopted a "Support" position Assembly Bill 2167 (Daly), which would establish the Insurance Market Action Plan (IMAP) program. The Committee also adopted a "Support" position on the accompanying bill, Senate Bill 292 (S. Rubio), which would, among other provisions, create a process that identifies counties eligible under the IMAP program. The memo can be accessed here.

2020-21 State Budget Update

Paul A. Smith, Senior Vice President Governmental Affairs, provided an update of the 2020-21 State Budget Packet. Further revisions to the State Budget Package to address juvenile offenders and Cap-and-Trade auction proceeds, are expected. RCRC's analysis of the 2020-21 State Budget Package can be accessed here.

LEGISLATIVE COMMITTEE

State & Federal Legislative Update

Paul A. Smith, Senior Vice President Governmental Affairs, provided a state and federal legislative update to the RCRC Board of Directors. At the federal level, RCRC staff continues to engage on the next federal stimulus package and the reauthorization of the surface transportation reauthorization bill.

At the state level, the State Legislature is slated to adjourn on August 31st. Mr. Smith provided a brief overview on Assembly Bill 2459 (Bigelow) and Senate Bill 1159 (Hill). Tracy Rhine, Legislative Advocate, provided a brief overview on broadband- and housing-related bills. The memo can be accessed here.

WATER AND NATURAL RESOURCES COMMITTEE

Water Issues Update

Mary-Ann Warmerdam, Senior Legislative Advocate, provided an update on a number of issues involving California water policy, including the stalemate of general obligation bonds to fund resource programs and Voluntary Agreements. The memo can be accessed here.

REGULATORY COMMITTEE

Environmental Services Joint Powers Authority Update

Staci Heaton, Senior Regulatory Affairs Advocate, provided a summary of the Rural Counties' Environmental Services Joint Powers Authority's recent activities, including updates on various legislative and regulatory activities impacting RCRC member county solid waste departments. The memo can be accessed here.

California Public Utilities Commission Update

RCRC staff prepared a memo on recent California Public Utilities Commission-related activities, including proceedings on how utilities undertake wildfire hazard mitigation and de-energization of power lines to prevent high-severity wildfires, the Self-Generation Incentive Program, Emergency Disaster Relief Program, Microgrids and Resiliency, and the California Advanced Service Fund. The memo can be accessed here.

Please refer to the Board Packet and Supplemental Packet for further details related to the items above, as well as other items covered during the meeting. The Board Packet, Supplemental Packet, and Informational Items can be accessed here.

Government exists to protect us from each other. Where government has gone beyond its limits is in deciding to protect us from ourselves. – Ronald Reagan

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

MEETING DATE: September 1, 2020	**TYPE OF AGENDA ITEM:** ☒Regular ☐Timed ☐Consent

DEPARTMENT: Behavioral Health
APPROVING PARTY: Lea Salas, Administrative Director
PHONE NUMBER: (530) 993-6746

AGENDA ITEM: Approval to hire a temporary extra help Behavioral Health Associate position

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:
AMOUNT: $38,429.00 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

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:

_____ _____
CLERK TO THE BOARD DATE

Memorandum

To: Sierra County Board of Supervisors
From: Lea Salas, Administrative Director
Reference: Agenda Item
Date of memo: August 21, 2020
Date of Board Meeting: September 1, 2020

Requested Action: Approval to hire a temporary extra help Behavioral Health Associate position

Mandated by:

Funding
Budgeted? YesX No

Revenue	$38,429	**Mental Health (960 hours per year)**
Expenses	$38,429	**Mental Health (960 hours per year)**
Difference	0	

Background Information: Behavioral Health would like the ability to hire a temporary extra help employee that is not benefited to cover a gap in service. This position would ensure service to handle the increased case loads in child welfare which has gone up 66% from last year. Our behavioral health team is already at full capacity. The job class and title would be at a Behavioral Intervention Specialist, Topo A, Class 32, Step C.

Potential Issues to consider: None

Alternatives or Impacts of disapproval: Sierra County would not be meeting the Network Adequacy Standards based on case load.

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

MEETING DATE: September 1, 2020	**TYPE OF AGENDA ITEM:** ☒Regular ☐Timed ☐Consent

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 the COVID-19 ELC Enhancing Detection Funding Award Number COVID-19ELC46.

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:
AMOUNT: $ 1,539,023.00 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

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:

_____ _____
CLERK TO THE BOARD DATE

Memorandum

To: Sierra County Board of Supervisors
From: Vickie Clark, Director
Reference: Agenda Item
Date of memo: August 21, 2020
Date of Board Meeting: September 1, 2020

Requested Action: Resolution of the Board of Supervisors of the County of Sierra Authorizing the Acceptance of the COVID-19 ELC Enhancing Detection Funding Award Number COVID-19ELC46.

Mandated by: 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)
Coronavirus Aid, Relief, and Economic Security Act, 2020 (CARES Act) (P.L. 116-136)
Paycheck Protection Program and Health Care Enhancement Act , 2020 (P.L. 116-139)

Funding
Budgeted? YesX No

Revenue	$1,539,023.00	**COVID-19 ELC Enhancing Detection Funding Award Number COVID-19ELC46.**
Expenses	$1,539,023.00	**COVID-19 ELC Enhancing Detection Funding Award Number COVID-19ELC46.**
Difference	0	

Background Information: The California Department of Public Health (CDPH) is allocating $1,539,023 to County of Sierra for the Paycheck Protection Program and Health Care Enhancement Act Response Activities for Cross-Cutting Emerging Issues. Funding for these activities is covered for the period of May 18, 2020 to November 17, 2022. These funds are intended to provide critical resources to Local Health Departments (LHD) in support of a broad range of COVID-19/SARS-CoV-2 testing and epidemiologic surveillance related activities, including the establishment of modernized public health surveillance systems. The work supported by ELC Enhancing Detection expands upon previous COVID-19 awards (ELC CARES and ELC Community-based surveillance). These funds will support the public health response to COVID-19 and lay the foundation for the future of public health surveillance.

This allocation spans six different strategies that collectively build upon current investments and better prepare California to address COVID-19 response needs over the next 24 months and allow the state to prioritize and target resources to those most vulnerable to the impacts of the disease.

Sierra County has already received 25% equaling $384,756.00.

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 THE COVID-19 ELC ENHANCING DETECTION FUNDING AWARD NUMBER COVID-19ELC46

WHEREAS, Over the past 25 years for Disease Control and Prevention's (CDC) Epidemiology and Laboratory Capacity for Prevention and Control of Emerging Infectious Diseases (ELC) cooperative agreement has enhanced the capacity of each of our recipient jurisdictions' public health capacity to cohesively and comprehensively address infectious disease needs.

WHEREAS, as part of the "Paycheck Protection Program and Health Care Enhancement Act of 2020 (P.L. 116-139, Title I)", the ELC is awarding a total of $10.25 billion dollars to a recipient base in a program-initiated component funding under the Emerging Issues (E) Project of CK19-1904, henceforth, "ELC Enhancing Detection" supplement.

WHEREAS, Resources provided via this award mechanism should support necessary expenses to implement and oversee expanded testing capacity for COVID-19/SARS-CoV-2, including the ability to process, manage, analyze, use, and report the increased data produced.

NOW THEREFORE BE IT RESOLVED, the Sierra County Board of Supervisors authorizes the acceptance of the COVID-19 ELC Enhancing Detection Funding Awaed Number COVID-19ELC46.

ADOPTED by the Board of Supervisors of the County of Sierra, State of California on the 1st day of September, 2020, by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

_____
JIM BEARD
Chairman, Board of Supervisors

_____
Date

ATTEST:

_____
HEATHER FOSTER
Clerk of the Board

APPROVED AS TO FORM:

_____
DAVID PRENTICE
County Counsel

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

SANDRA SHEWRY, MPH, MSW
Acting Director

GAVIN NEWSOM
Governor

August 11, 2020

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

COVID-19 ELC Enhancing Detection Funding
Award Number COVID-19ELC46
County of Sierra

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)

Coronavirus Aid, Relief, and Economic Security Act, 2020 (CARES Act) (P.L. 116-136)

Paycheck Protection Program and Health Care Enhancement Act, 2020 (P.L. 116-139)

Dear Dr. Celia Sutton-Pado:

This letter covers the reimbursement for the Paycheck Protection Program and Health Care Enhancement Act Response Activities for Cross-Cutting Emerging Issues. Funding for these activities is covered for the period May 18, 2020 to November 17, 2022. The California Department of Public Health (CDPH) is allocating **$1,539,023** to **County of Sierra**. These funds are intended to provide critical resources to local health departments (LHD) in support of a broad range of COVID-19/SARS-CoV-2 testing and epidemiologic surveillance related activities, including the establishment of modernized public health surveillance systems. The work supported by ELC Enhancing Detection expands upon previous COVID-19 awards (ELC CARES and ELC Community-based Surveillance). These funds will support the public health response to COVID-19 and lay the foundation for the future of public health surveillance.

This allocation spans six different strategies that collectively build upon current investments and better prepare California to address COVID-19 response needs over the next 24 months and allow the state to prioritize and target resources to those most vulnerable to the impacts of the disease. Below is a table which outlines each strategy and corresponding allocation for your Agency:

Strategy	Allocation
1. Enhance Laboratory, Surveillance and Other Workforce Capacity for local health department staffing needs to implement actions across all strategies identified by this source of funding.	**$401,603**

2. Strengthen Laboratory Testing to include building high throughput capacity in California's public health laboratories as well as expanding partnerships to increase the reach of testing services.	**$0**
3. Advance Electronic Data Exchange at Public Health Laboratories by improving and/or replacing the existing disease reporting system, CalREDIE.	**$0**
4. Improve Public Health Surveillance and Reporting of Electronic Health Data by enhanced disease monitoring activities to identify disparities and track progress in reducing disparities over time.	**$325,125**
5. Use Laboratory Data to Enhance Investigation, Response and Prevention by supporting the State of California's comprehensive contact tracing program, California Connected, which was developed in April 2020 and includes an academic training institute, statewide data management and communications platform to support COVID-19 contact tracing work by local health departments.	**$411,559**
6. Coordinate and Engage with Partners. Under the state's Roadmap to Resilience, counties who wish to open sectors of the community at their own speed were required to submit a Variance Attestation which included engagement with skilled nursing facilities to reduce disease transmission in these facilities.	**$400,736**
Total Allocation	**$1,539,023**

Funding:

The funding term is May 18, 2020 to November 17, 2022. CDPH plans to evaluate spending at the local level after a ten month period from the date of this letter. CDPH, in consultation with the California Conference of Local Health Officers and California Health Executives Association of California, will consider options for possible redirection of funds at that time.

Submission Requirements:

1. Complete a Workplan by **August 31, 2020** and submit to the California Department of Public Health at CDPHELC@cdph.ca.gov. *See Attachment 1*.
2. Complete a Spend Plan by **August 31, 2020** and submit to the California Department of Public Health at CDPHELC@cdph.ca.gov. *See Attachment 2*. Your Agency should consider the following when developing your Spend Plan:

- Staffing: You are encouraged to hire an Epidemiologist for Strategy 4; and a minimum 1 FTE Infection Preventionist for Strategy 6.
- Your Agency must work in coordination with tribal governments, community-based organizations, and faith-based organizations within Strategy 2 and 5, particularly those with experience with high-risk populations based upon county COVID-19 testing data. There is no explicit cap or percentage that must go to these partners; however, you must reach out to them and enlist their help where it makes sense (i.e. outreach, testing strategy, education, or housing, etc.). Such engagement must include a community meeting and the plan should include a list of community engagement participants.
- Your agency is encouraged to recruit and give hiring preference to unemployed workers, underemployed workers, and applicants from local communities disproportionately affected by COVID-19, who are qualified to perform the work. In addition, you are encouraged to work with applicants from your community when executing contracts and other services.

Reporting Requirements:

As a subrecipient of the COVID-19 ELC Enhancing Detection funding, the CDC requires submission of the following reporting documents to CDPH. Additionally, CDPH will require additional data metric reporting related to Strategy 5 (contact tracing and isolation and quarantine activities). For your convenience, your Contract Manager will issue reminders as these dates get closer.

1. Submit quarterly progress reports on status of timelines, goals, and objectives in the approved work plan. Such report must include a list of tribal governments, community-based organizations, and faith-based organizations that the county has included in its efforts. *See Attachment 1*.

2. Submit quarterly expenditure reports following the dates listed in the table below. *See Attachment 2*.

Quarter	Reporting Period	Due Date
Year 1/Q1	May 18, 2020 – July 31, 2020	August 31, 2020
Year 1/Q2	August 1, 2020 – October 31, 2020	November 30, 2020
Year 1/Q3	November 1, 2020 – January 31, 2021	March 1, 2021
Year 1/Q4	February 1, 2021 – April 30, 2021	May 31, 2021
Year 2/Q1	May 1, 2021 – July 31, 2021	August 30, 2021
Year 2/Q2	August 1, 2021 – October 31, 2021	November 30, 2021
Year 2/Q3	November 1, 2021 – January 31, 2022	February 28, 2022
Year 2/Q4	February 1, 2022 – April 30, 2022	May 31, 2022
Year 3/Q1	May 1, 2022 – July 31, 2022	August 31, 2022
Final	August 1, 2022 – November 17, 2022	December 15, 2022

3. Your Agency may be requested to report on performance measures as needed.

4. For Agencies not using the CalCONNECT Contact Tracing data management system comprehensively for all of their COVID-19 cases, there may be additional reporting required on a monthly basis related to Strategy 5 activities. CDPH will provide a template to use to facilitate the reporting of these additional data metrics.

Reimbursement/Invoicing:

CDPH will reimburse your Agency upon receipt of invoice. In order to receive your reimbursements, please complete and submit your invoices to: CDPHELC@cdph.ca.gov. *See Attachment 3.*

1. First Quarter Payment: CDPH will issue warrants (checks) to your Agency for 25% of each Strategy which equates to 25% of your total allocation, this will be issued as an advance payment.

2. Future Payments: Future payments will be based on reimbursement of expenditures. In order to receive future payments, your Agency must complete and submit reporting documentation within Attachments 1 and 2 following the due dates in the table on the previous page.

3. Your Agency must maintain supporting documentation for any expenditures invoiced to CDPH against this source of funding. Documentation should be readily available in the event of an audit or upon request from your Contract Manager. Documentation should be maintained onsite for five years.

Thank you for the time your Agency has and will continue to invest in this response. We are hopeful that this additional funding can support the needs of your local health department and that it provides adequate resources for your participation in ELC Enhancing Detection. If you have any questions or need further clarification regarding this funding, please reach out to CDPHELC@cdph.ca.gov.

Sincerely,

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

Attachments

Attachment 1: Workplan and Progress Report
Attachment 2: Spend Plan and Expenditure Report
Attachment 3: Invoice Template
Attachment 4: ELC Enhancing Detection Guidelines
Attachment 5: Local Allocations

EPIDEMIOLOGY AND LABORATORY CAPACITY (ELC)
Paycheck Protection Program and Health Care Enhancement Act of 2020
Local Health Jurisdiction (LHJ)
Workplan & Progress Report

INSTRUCTIONS

1. **The LHJ ELC Enhancing Detection Workplan is due on or before August 31, 2020 by COB**
   a. The workplan should be emailed to CDPHELC@cdph.ca.gov
   b. Enter the name of the LHJ on the top of the page on each tab.

2. **Progress reports are due quarterly.**
   a. Progress reports are due by the **30th of the month** following the end of the quarter.
   b. The progress report is entered on every tab of the spreadsheet beginning on Column F.
   c. The progress report should be emailed by the due date to CDPHELC@cdph.ca.gov.

3. **Strategy Tabs**
   a. There are 6 strategies in the CDC ELC Enhancing Detection.
   b. Please enter the name of the LHJ at the top of the page on each tab.
   c. Enter data into unshaded areas only.
   d. Each *Strategies Actions and Deliverables* (in cell B7) must be addressed, but the LHJ can define other activities and add a milestone. If the *Strategies Actions and Deliverables* do not apply to the LHJ, please state "Not Applicable".

4. **Performance Measures**

   a. CDC Epidemiology and Laboratory Capacity (ELC) Program will be developing Performance Measures for the ELC Enhancing Detection strategies. The LHJ may be asked to submit information/data to meet the requirements of Performance Measures during the course of the funding period.

CDC - Epidemiology and Laboratory Capacity (ELC) Paycheck Protection Program and Health Care Enhancement Act of 2020

Local Health Jurisdiction Name:	
Grant Number:	**6 NU50CK000539-01-10**

Strategy 1 - Enhance Laboratory, Surveillance, Informatics and other Workforce Capacity

Strategy 1 Actions and Deliverables:

A. Train and hire staff to improve laboratory workforce ability to address issues around laboratory safety, accessioning, testing and reporting results.

B. Build expertise for healthcare and community outbreak response and infection prevention and control (IPC) among local health departments.

C. Train and hire staff to improve the capacities of the epidemiology and informatics workforce to effectively conduct surveillance and response of COVID-19 (including contact tracing) and other conditions of public health significance.

D. Build expertise to support management of the COVID-19 related activities within the jurisdiction and the integrate into the broader ELC portfolio of activities (e.g., additional leadership, program and project managers, budget staff, etc.).

E. Increase capacity for timely data management, analysis, and reporting for COVID-19 and other conditions of public health significance.

Strategy 1: Enhance Laboratory, Surveillance, Informatics and other Workforce Capacity	
Planned Activity *(Provide a title for this milestone)*	
Implementation Plan *(Bulleted items or brief sentences)*	
Applicant capacity: What is the current capacity to perform this milestone?	
Expected Achieve By Date *(select from drop down)*	

CDC - Epidemiology and Laboratory Capacity (ELC) Paycheck Protection Program and Health Care Enhancement Act of 2020

Local Health Jurisdiction Name:	
Grant Number:	6 NU50CK000539-01-10

Strategy 2 - Strengthen Laboratory Testing

Strategy 2 Actions and Deliverables:

A. Establish or expand capacity to quickly, accurately and safely test for SARS-CoV-2/COVID-19 (which may build capacity to test for other pathogens with potential for broad community spread) among all symptomatic individuals, and secondarily expand capacity to achieve community-based surveillance, including testing of asymptomatic individuals.

B. Enhance laboratory testing capacity for SARS-CoV-2/COVID-19 outside of public health laboratories

C. Enhance data management and analytic capacity in public health laboratories to help improve efficiencies in operations, management, testing, and data sharing.

Strategy 1 - Milestone 1

Strategy 2 - Strengthen Laboratory Testing	
Planned Strategy (Provide a title for this milestone)	
Implementation Plan (Bulleted items or brief sentences)	
Applicant capacity: What is the current capacity to perform this milestone?	
Expected Achieve By Date (select from drop down)	

YR1/Q1 Progress Update (5/18/20 - 7/31/20)	
Progress Status: *(Select from drop down)*	**Briefly** describe progress to date and challenges that might affect your ability to complete this

YR1/Q2 Progress Update (8/1/20 - 10/31/20)	
Progress Status: *(Select from drop down)*	**Briefly** describe progress to date and challenges that might affect your ability to complete this

YR1/Q3 Progress Update (11/1/20 - 1/31/21)	
Progress Status: *(Select from drop down)*	**Briefly** describe progress to date and challenges that might affect your ability to complete this

YR1/Q4 Progress Update (2/1/21 - 4/30/21)	
Progress Status: *(Select from drop down)*	**Briefly** describe progress to date and challenges that might affect your ability to complete this

YR2/Q1 Progress Update (5/1/21-7/31/21)	
Progress Status: *(Select from drop down)*	**Briefly** describe progress to date and challenges that might affect your ability to complete this

YR2/Q2 Progress Update (8/1/21-10/31/21)	
Progress Status: *(Select from drop down)*	**Briefly** describe progress to date and challenges that might affect your ability to complete this

YR2/Q3 Progress Update (11/1/21-1/31/22)	
Progress Status: *(Select from drop down)*	**Briefly** describe progress to date and challenges that might affect your ability to complete this

YR2/Q4 Progress Update (2/1/22-4/30/22)	
Progress Status: *(Select from drop down)*	**Briefly** describe progress to date and challenges that might affect your ability to complete this

YR3/Q1 Progress Update (5/1/22-7/31/22)	
Progress Status: *(Select from drop down)*	**Briefly** describe progress to date and challenges that might affect your ability to complete this

FINAL Progress Update (8/1/22 - 11/17/2022)		
Progress Status: *(Select from drop down)*	**Describe** the outcome for this milestone during the funding period (5/2020 - 11/2022).	**Explain** why outcome was not complete *(if not completed 100%)*.

Strategy 1 - Milestone 2

Strategy 2 - Strengthen Laboratory Testing	
Planned Strategy (Provide a title for this milestone)	
Implementation Plan (Bulleted items or brief sentences)	
Applicant capacity: What is the current capacity to perform this milestone?	
Expected Achieve By Date (select from drop down)	

YR1/Q1 Progress Update (5/18/20 - 7/31/20)	
Progress Status: *(Select from drop down)*	**Briefly** describe progress to date and challenges that might affect your ability to complete this

YR1/Q2 Progress Update (8/1/20 - 10/31/20)	
Progress Status: *(Select from drop down)*	**Briefly** describe progress to date and challenges that might affect your ability to complete this

YR1/Q3 Progress Update (11/1/20 - 1/31/21)	
Progress Status: *(Select from drop down)*	**Briefly** describe progress to date and challenges that might affect your ability to complete this

YR1/Q4 Progress Update (2/1/21 - 4/30/21)	
Progress Status: *(Select from drop down)*	**Briefly** describe progress to date and challenges that might affect your ability to complete this

YR2/Q1 Progress Update (5/1/21-7/31/21)	
Progress Status: *(Select from drop down)*	**Briefly** describe progress to date and challenges that might affect your ability to complete this

YR2/Q2 Progress Update (8/1/21-10/31/21)	
Progress Status: *(Select from drop down)*	**Briefly** describe progress to date and challenges that might affect your ability to complete this

YR2/Q3 Progress Update (11/1/21-1/31/22)	
Progress Status: *(Select from drop down)*	**Briefly** describe progress to date and challenges that might affect your ability to complete this

YR2/Q3 Progress Update (11/1/21-1/31/22)	
Progress Status: *(Select from drop down)*	**Briefly** describe progress to date and challenges that might affect your ability to complete this

YR3/Q1 Progress Update (5/1/22-7/31/22)	
Progress Status: *(Select from drop down)*	**Briefly** describe progress to date and challenges that might affect your ability to complete this

FINAL Progress Update (8/1/22 - 11/17/2022)		
Progress Status: *(Select from drop down)*	**Describe** the outcome for this milestone during the funding period (5/2020 - 4/2022).	**Explain** why outcome was not complete *(if not completed 100%)*.

Strategy 1 - Milestone 3

Strategy 2 - Strengthen Laboratory Testing	
Planned Strategy (Provide a title for this milestone)	
Implementation Plan (Bulleted items or brief sentences)	
Applicant capacity: What is the current capacity to perform this milestone?	
Expected Achieve By Date (select from drop down)	

YR1/Q1 Progress Update (5/18/20 - 7/31/20)	
Progress Status: *(Select from drop down)*	**Briefly** describe progress to date and challenges that might affect your ability to complete this

YR1/Q2 Progress Update (8/1/20 - 10/31/20)	
Progress Status: *(Select from drop down)*	**Briefly** describe progress to date and challenges that might affect your ability to complete this

YR1/Q3 Progress Update (11/1/20 - 1/31/21)	
Progress Status: *(Select from drop down)*	**Briefly** describe progress to date and challenges that might affect your ability to complete this

YR1/Q4 Progress Update (2/1/21 - 4/30/21)	
Progress Status: *(Select from drop down)*	**Briefly** describe progress to date and challenges that might affect your ability to complete this

YR2/Q1 Progress Update (5/1/21-7/31/21)	
Progress Status: *(Select from drop down)*	**Briefly** describe progress to date and challenges that might affect your ability to complete this

YR2/Q2 Progress Update (8/1/21-10/31/21)	
Progress Status: *(Select from drop down)*	**Briefly** describe progress to date and challenges that might affect your ability to complete this

YR2/Q3 Progress Update (11/1/21-1/31/22)	
Progress Status: *(Select from drop down)*	**Briefly** describe progress to date and challenges that might affect your ability to complete this

YR2/Q4 Progress Update (2/1/22-4/30/22)	
Progress Status: *(Select from drop down)*	**Briefly** describe progress to date and challenges that might affect your ability to complete this

YR3/Q1 Progress Update (5/1/22-7/31/22)	
Progress Status: *(Select from drop down)*	**Briefly** describe progress to date and challenges that might affect your ability to complete this

FINAL Progress Update (8/1/22 - 11/17/2022)		
Progress Status: *(Select from drop down)*	**Describe** the outcome for this milestone during the funding period (5/2020 - 4/2022).	**Explain** why outcome was not complete *(if not completed 100%)*.

Strategy 1 - Milestone 4

Strategy 2 - Strengthen Laboratory Testing	
Planned Strategy (Provide a title for this milestone)	
Implementation Plan (Bulleted items or brief sentences)	
Applicant capacity: What is the current capacity to perform this milestone?	
Expected Achieve By Date (select from drop down)	

YR1/Q1 Progress Update (5/18/20 - 7/31/20)	
Progress Status: *(Select from drop down)*	**Briefly** describe progress to date and challenges that might affect your ability to complete this

YR1/Q2 Progress Update (8/1/20 - 10/31/20)	
Progress Status: *(Select from drop down)*	**Briefly** describe progress to date and challenges that might affect your ability to complete this

YR1/Q3 Progress Update (11/1/20 - 1/31/21)	
Progress Status: *(Select from drop down)*	**Briefly** describe progress to date and challenges that might affect your ability to complete this

YR1/Q4 Progress Update (2/1/21 - 4/30/21)	
Progress Status: *(Select from drop down)*	**Briefly** describe progress to date and challenges that might affect your ability to complete this

YR2/Q1 Progress Update (5/1/21-7/31/21)	
Progress Status: *(Select from drop down)*	**Briefly** describe progress to date and challenges that might affect your ability to complete this

YR2/Q2 Progress Update (8/1/21-10/31/21)	
Progress Status: *(Select from drop down)*	**Briefly** describe progress to date and challenges that might affect your ability to complete this

YR2/Q3 Progress Update (11/1/21-1/31/22)	
Progress Status: *(Select from drop down)*	**Briefly** describe progress to date and challenges that might affect your ability to complete this

YR2/Q4 Progress Update (2/1/22-4/30/22)	
Progress Status: *(Select from drop down)*	**Briefly** describe progress to date and challenges that might affect your ability to complete this

YR3/Q1 Progress Update (5/1/22-7/31/22)	
Progress Status: *(Select from drop down)*	**Briefly** describe progress to date and challenges that might affect your ability to complete this

FINAL Progress Update (8/1/22 - 11/17/2022)		
Progress Status: *(Select from drop down)*	**Describe** the outcome for this milestone during the funding period (5/2020 - 4/2022).	**Explain** why outcome was not complete *(if not completed 100%)*.

Strategy 1 - Milestone 5

Strategy 2 - Strengthen Laboratory Testing	
Planned Strategy (Provide a title for this milestone)	
Implementation Plan (Bulleted items or brief sentences)	
Applicant capacity: What is the current capacity to perform this milestone?	
Expected Achieve By Date (select from drop down)	

YR1/Q1 Progress Update (5/18/20 - 7/31/20)	
Progress Status: *(Select from drop down)*	**Briefly** describe progress to date and challenges that might affect your ability to complete this

YR1/Q2 Progress Update (8/1/20 - 10/31/20)	
Progress Status: *(Select from drop down)*	**Briefly** describe progress to date and challenges that might affect your ability to complete this

YR1/Q3 Progress Update (11/1/20 - 1/31/21)	
Progress Status: *(Select from drop down)*	**Briefly** describe progress to date and challenges that might affect your ability to complete this

YR1/Q4 Progress Update (2/1/21 - 4/30/21)	
Progress Status: *(Select from drop down)*	**Briefly** describe progress to date and challenges that might affect your ability to complete this

YR2/Q1 Progress Update (5/1/21-7/31/21)	
Progress Status: *(Select from drop down)*	**Briefly** describe progress to date and challenges that might affect your ability to complete this

YR2/Q2 Progress Update (8/1/21-10/31/21)	
Progress Status: *(Select from drop down)*	**Briefly** describe progress to date and challenges that might affect your ability to complete this

YR2/Q3 Progress Update (11/1/21-1/31/22)	
Progress Status: *(Select from drop down)*	**Briefly** describe progress to date and challenges that might affect your ability to complete this

YR2/Q4 Progress Update (2/1/22-4/30/22)	
Progress Status: *(Select from drop down)*	**Briefly** describe progress to date and challenges that might affect your ability to complete this

YR3/Q1 Progress Update (5/1/22-7/31/22)	
Progress Status: *(Select from drop down)*	**Briefly** describe progress to date and challenges that might affect your ability to complete this

FINAL Progress Update (8/1/22 - 11/17/2022)		
Progress Status: *(Select from drop down)*	**Describe** the outcome for this milestone during the funding period (5/2020 - 4/2022).	**Explain** why outcome was not complete *(if not completed 100%)*.

CDC - Epidemiology and Laboratory Capacity (ELC) Paycheck Protection Program and Health Care Enhancement Act of 2020

Local Health Jurisdiction Name:	
Grant Number:	6 NU50CK000539-01-10

Strategy 3 - Advance Electronic Data Exchange at Public Health Labs

Strategy 3 Actions and Deliverables

A. Enhance and expand laboratory information infrastructure, to improve jurisdictional visibility on laboratory data (tests performed) from all testing sites and enable faster and more complete data exchange and reporting.

Strategy 3 - Milestone 1	Strategy 3 - Advance Electronic Data Exchange at Public Health Labs	
	Planned Strategy (Provide a title for this milestone)	
	Implementation Plan (Bulleted items or brief sentences)	
	Applicant capacity: What is the current capacity to perform this milestone?	
	Expected Achieve By Date (select from drop down)	

YR1/Q1 Progress Update (5/18/20 - 7/31/20)	
Progress Status: *(Select from drop down)*	**Briefly** describe progress to date and challenges that might affect your ability to complete this

YR1/Q2 Progress Update (8/1/20 - 10/31/20)	
Progress Status: *(Select from drop down)*	**Briefly** describe progress to date and challenges that might affect your ability to complete this

YR1/Q3 Progress Update (11/1/20 - 1/31/21)	
Progress Status: *(Select from drop down)*	**Briefly** describe progress to date and challenges that might affect your ability to complete this

YR1/Q4 Progress Update (2/1/21 - 4/30/21)	
Progress Status: *(Select from drop down)*	**Briefly** describe progress to date and challenges that might affect your ability to complete this

YR2/Q1 Progress Update (5/1/21-7/31/21)	
Progress Status: *(Select from drop down)*	**Briefly** describe progress to date and challenges that might affect your ability to complete this

YR2/Q2 Progress Update (8/1/21-10/31/21)	
Progress Status: *(Select from drop down)*	**Briefly** describe progress to date and challenges that might affect your ability to complete this

YR2/Q3 Progress Update (11/1/21-1/31/22)	
Progress Status: *(Select from drop down)*	**Briefly** describe progress to date and challenges that might affect your ability to complete this

YR2/Q4 Progress Update (2/1/22-4/30/22)	
Progress Status: *(Select from drop down)*	**Briefly** describe progress to date and challenges that might affect your ability to complete this

YR3/Q1 Progress Update (5/1/22-7/31/22)	
Progress Status: *(Select from drop down)*	**Briefly** describe progress to date and challenges that might affect your ability to complete this

FINAL Progress Update (8/1/22 - 11/17/2022)		
Progress Status: *(Select from drop down)*	**Describe** the outcome for this milestone during the funding period (5/2020 - 11/2022).	**Explain** why outcome was not complete *(if not completed 100%).*

Strategy 3 - Milestone 2	Strategy 3 - Advance Electronic Data Exchange at Public Health Labs	
	Planned Strategy (Provide a title for this milestone)	
	Implementation Plan (Bulleted items or brief sentences)	
	Applicant capacity: What is the current capacity to perform this milestone?	
	Expected Achieve By Date (select from drop down)	

YR1/Q1 Progress Update (5/18/20 - 7/31/20)	
Progress Status: *(Select from drop down)*	**Briefly** describe progress to date and challenges that might affect your ability to complete this

YR1/Q2 Progress Update (8/1/20 - 10/31/20)	
Progress Status: *(Select from drop down)*	**Briefly** describe progress to date and challenges that might affect your ability to complete this

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Progress Status: *(Select from drop down)*	**Briefly** describe progress to date and challenges that might affect your ability to complete this

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Progress Status: *(Select from drop down)*	**Briefly** describe progress to date and challenges that might affect your ability to complete this

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Progress Status: *(Select from drop down)*	**Briefly** describe progress to date and challenges that might affect your ability to complete this

YR2/Q3 Progress Update (11/1/21-1/31/22)	
Progress Status: *(Select from drop down)*	**Briefly** describe progress to date and challenges that might affect your ability to complete this

YR2/Q3 Progress Update (11/1/21-1/31/22)	
Progress Status: *(Select from drop down)*	**Briefly** describe progress to date and challenges that might affect your ability to complete this

YR3/Q1 Progress Update (5/1/22-7/31/22)	
Progress Status: *(Select from drop down)*	**Briefly** describe progress to date and challenges that might affect your ability to complete this

FINAL Progress Update (8/1/22 - 11/17/2022)		
Progress Status: *(Select from drop down)*	**Describe** the outcome for this milestone during the funding period (5/2020 - 4/2022).	**Explain** why outcome was not complete *(if not completed 100%).*

Strategy 3 - Milestone 3	Strategy 3 - Advance Electronic Data Exchange at Public Health Labs	
	Planned Strategy (Provide a title for this milestone)	
	Implementation Plan (Bulleted items or brief sentences)	
	Applicant capacity: What is the current capacity to perform this milestone?	
	Expected Achieve By Date (select from drop down)	

YR1/Q1 Progress Update (5/18/20 - 7/31/20)	
Progress Status: *(Select from drop down)*	**Briefly** describe progress to date and challenges that might affect your ability to complete this

YR1/Q2 Progress Update (8/1/20 - 10/31/20)	
Progress Status: *(Select from drop down)*	**Briefly** describe progress to date and challenges that might affect your ability to complete this

YR1/Q3 Progress Update (11/1/20 - 1/31/21)	
Progress Status: *(Select from drop down)*	**Briefly** describe progress to date and challenges that might affect your ability to complete this

YR1/Q4 Progress Update (2/1/21 - 4/30/21)	
Progress Status: *(Select from drop down)*	**Briefly** describe progress to date and challenges that might affect your ability to complete this

YR2/Q1 Progress Update (5/1/21-7/31/21)	
Progress Status: *(Select from drop down)*	**Briefly** describe progress to date and challenges that might affect your ability to complete this

YR2/Q2 Progress Update (8/1/21-10/31/21)	
Progress Status: *(Select from drop down)*	**Briefly** describe progress to date and challenges that might affect your ability to complete this

YR2/Q3 Progress Update (11/1/21-1/31/22)	
Progress Status: *(Select from drop down)*	**Briefly** describe progress to date and challenges that might affect your ability to complete this

YR2/Q3 Progress Update (11/1/21-1/31/22)	
Progress Status: *(Select from drop down)*	**Briefly** describe progress to date and challenges that might affect your ability to complete this

YR3/Q1 Progress Update (5/1/22-7/31/22)	
Progress Status: *(Select from drop down)*	**Briefly** describe progress to date and challenges that might affect your ability to complete this

FINAL Progress Update (8/1/22 - 11/17/2022)		
Progress Status: *(Select from drop down)*	**Describe** the outcome for this milestone during the funding period (5/2020 - 4/2022).	**Explain** why outcome was not complete *(if not completed 100%).*

Strategy 3 - Milestone 4	Strategy 3 - Advance Electronic Data Exchange at Public Health Labs	
	Planned Strategy (Provide a title for this milestone)	
	Implementation Plan (Bulleted items or brief sentences)	
	Applicant capacity: What is the current capacity to perform this milestone?	
	Expected Achieve By Date (select from drop down)	

YR1/Q1 Progress Update (5/18/20 - 7/31/20)	
Progress Status: *(Select from drop down)*	**Briefly** describe progress to date and challenges that might affect your ability to complete this

YR1/Q2 Progress Update (8/1/20 - 10/31/20)	
Progress Status: *(Select from drop down)*	**Briefly** describe progress to date and challenges that might affect your ability to complete this

YR1/Q3 Progress Update (11/1/20 - 1/31/21)	
Progress Status: *(Select from drop down)*	**Briefly** describe progress to date and challenges that might affect your ability to complete this

YR1/Q4 Progress Update (2/1/21 - 4/30/21)	
Progress Status: *(Select from drop down)*	**Briefly** describe progress to date and challenges that might affect your ability to complete this

YR2/Q1 Progress Update (5/1/21-7/31/21)	
Progress Status: *(Select from drop down)*	**Briefly** describe progress to date and challenges that might affect your ability to complete this

YR2/Q2 Progress Update (8/1/21-10/31/21)	
Progress Status: *(Select from drop down)*	**Briefly** describe progress to date and challenges that might affect your ability to complete this

YR2/Q3 Progress Update (11/1/21-1/31/22)	
Progress Status: *(Select from drop down)*	**Briefly** describe progress to date and challenges that might affect your ability to complete this

YR2/Q3 Progress Update (11/1/21-1/31/22)	
Progress Status: *(Select from drop down)*	**Briefly** describe progress to date and challenges that might affect your ability to complete this

YR3/Q1 Progress Update (5/1/22-7/31/22)	
Progress Status: *(Select from drop down)*	**Briefly** describe progress to date and challenges that might affect your ability to complete this

FINAL Progress Update (8/1/22 - 11/17/2022)		
Progress Status: *(Select from drop down)*	**Describe** the outcome for this milestone during the funding period (5/2020 - 4/2022).	**Explain** why outcome was not complete *(if not completed 100%).*

Strategy 3 - Milestone 5	Strategy 3 - Advance Electronic Data Exchange at Public Health Labs	
	Planned Strategy (Provide a title for this milestone)	
	Implementation Plan (Bulleted items or brief sentences)	
	Applicant capacity: What is the current capacity to perform this milestone?	
	Expected Achieve By Date (select from drop down)	

YR1/Q1 Progress Update (5/18/20 - 7/31/20)	
Progress Status: *(Select from drop down)*	**Briefly** describe progress to date and challenges that might affect your ability to complete this

YR1/Q2 Progress Update (8/1/20 - 10/31/20)	
Progress Status: *(Select from drop down)*	**Briefly** describe progress to date and challenges that might affect your ability to complete this

YR1/Q3 Progress Update (11/1/20 - 1/31/21)	
Progress Status: *(Select from drop down)*	**Briefly** describe progress to date and challenges that might affect your ability to complete this

YR1/Q4 Progress Update (2/1/21 - 4/30/21)	
Progress Status: *(Select from drop down)*	**Briefly** describe progress to date and challenges that might affect your ability to complete this

YR2/Q1 Progress Update (5/1/21-7/31/21)	
Progress Status: *(Select from drop down)*	**Briefly** describe progress to date and challenges that might affect your ability to complete this

YR2/Q2 Progress Update (8/1/21-10/31/21)	
Progress Status: *(Select from drop down)*	**Briefly** describe progress to date and challenges that might affect your ability to complete this

YR2/Q3 Progress Update (11/1/21-1/31/22)	
Progress Status: *(Select from drop down)*	**Briefly** describe progress to date and challenges that might affect your ability to complete this

YR2/Q3 Progress Update (11/1/21-1/31/22)	
Progress Status: *(Select from drop down)*	**Briefly** describe progress to date and challenges that might affect your ability to complete this

YR3/Q1 Progress Update (5/1/22-7/31/22)	
Progress Status: *(Select from drop down)*	**Briefly** describe progress to date and challenges that might affect your ability to complete this

FINAL Progress Update (8/1/22 - 11/17/2022)		
Progress Status: *(Select from drop down)*	**Describe** the outcome for this milestone during the funding period (5/2020 - 4/2022).	**Explain** why outcome was not complete *(if not completed 100%).*

CDC - Epidemiology and Laboratory Capacity (ELC) Paycheck Protection Program and Health Care Enhancement Act of 2020

Local Health Jurisdiction Name:	
Grant Number:	6 NU50CK000529-01-10

Strategy 4 - Improve Surveillance and Reporting of Electronic Health Data

Strategy 4 Actions and Deliverables:

A. Establish complete, up-to-date, automated reporting of morbidity and mortality to CDC and others due to COVID-19 and other conditions of public health significance, with required associated data fields in a machine readable format.

B. Establish complete, up-to-date, timely, automated reporting of individual-level data through electronic case reporting to CDC and others in a machine-readable format (ensuring LHD have access to data that is reported).

C. Improve understanding of capacity, resources, and patient impact at healthcare facilities through electronic reporting.

D. Enhance systems for flexible data collection, reporting, analysis, and visualization.

E. Establish or improve systems to ensure complete, accurate and immediate (within 24 hrs) data transmission to a system and open website available to local health officials and the public by county and zipcode, that allows for automated transmission of data to the CDC in a machine readable format.

Strategy 4 - Milestone 1

Strategy 4 - Improve Surveillance and Reporting of Electronic Health Data	
Planned Strategy (Provide a title for this milestone)	
Implementation Plan (Bulleted items or brief sentences)	
Applicant capacity: What is the current capacity to perform this milestone?	
Expected Achieve By Date (select from drop down)	

Progress Update	Progress Status: (Select from drop down)	Briefly describe progress to date and challenges that might affect your ability to complete this
YR1/Q1 Progress Update (5/18/20 - 7/31/20)		
YR1/Q2 Progress Update (8/1/20 - 10/31/20)		
YR1/Q3 Progress Update (11/1/20 - 1/31/21)		
YR1/Q4 Progress Update (2/1/21 - 4/30/21)		
YR2/Q1 Progress Update (5/1/21-7/31/21)		
YR2/Q2 Progress Update (8/1/21-10/31/21)		
YR2/Q3 Progress Update (11/1/21-1/31/22)		
YR2/Q4 Progress Update (2/1/22-4/30-22)		
YR3/Q1 Progress Update (5/1/22-7/31/22)		

FINAL Progress Update (8/1/22 - 11/17/2022)		
Progress Status: (Select from drop down)	**Describe** the outcome for this milestone during the funding period (5/2020 - 11/2022).	**Explain** why outcome was not complete (if not completed 100%).

Strategy 4 - Milestone 2

Strategy 4 - Improve Surveillance and Reporting of Electronic Health Data	
Planned Strategy (Provide a title for this milestone)	
Implementation Plan (Bulleted items or brief sentences)	
Applicant capacity: What is the current capacity to perform this milestone?	
Expected Achieve By Date (select from drop down)	

Progress Update	Progress Status: (Select from drop down)	Briefly describe progress to date and challenges that might affect your ability to complete this
YR1/Q1 Progress Update (5/18/20 - 7/31/20)		
YR1/Q2 Progress Update (8/1/20 - 10/31/20)		
YR1/Q3 Progress Update (11/1/20 - 1/31/21)		
YR1/Q4 Progress Update (2/1/21 - 4/30/21)		
YR2/Q1 Progress Update (5/1/21-7/31/21)		
YR2/Q2 Progress Update (8/1/21-10/31/21)		
YR2/Q3 Progress Update (11/1/21-1/31/22)		
YR2/Q4 Progress Update (11/1/21-1/31/22)		
YR3/Q1 Progress Update (5/1/22-7/31/22)		

FINAL Progress Update (8/1/22 - 11/17/2022)		
Progress Status: (Select from drop down)	**Describe** the outcome for this milestone during the funding period (5/2020 - 4/2022).	**Explain** why outcome was not complete (if not completed 100%).

Strategy 4 - Milestone 3

Strategy 4 - Improve Surveillance and Reporting of Electronic Health Data	
Planned Strategy (Provide a title for this milestone)	
Implementation Plan (Bulleted items or brief sentences)	
Applicant capacity: What is the current capacity to perform this milestone?	
Expected Achieve By Date (select from drop down)	

Progress Update	Progress Status: (Select from drop down)	Briefly describe progress to date and challenges that might affect your ability to complete this
YR1/Q1 Progress Update (5/18/20 - 7/31/20)		
YR1/Q2 Progress Update (8/1/20 - 10/31/20)		
YR1/Q3 Progress Update (11/1/20 - 1/31/21)		
YR1/Q4 Progress Update (2/1/21 - 4/30/21)		
YR2/Q1 Progress Update (5/1/21-7/31/21)		
YR2/Q2 Progress Update (8/1/21-10/31/21)		
YR2/Q3 Progress Update (11/1/21-1/31/22)		
YR2/Q4 Progress Update (2/1/22-4/30-22)		
YR3/Q1 Progress Update (5/1/22-7/31/22)		

FINAL Progress Update (8/1/22 - 11/17/2022)		
Progress Status: (Select from drop down)	**Describe** the outcome for this milestone during the funding period (5/2020 - 4/2022).	**Explain** why outcome was not complete (if not completed 100%).

Strategy 4 - Milestone 4

Strategy 4 - Improve Surveillance and Reporting of Electronic Health Data	
Planned Strategy (Provide a title for this milestone)	
Implementation Plan (Bulleted items or brief sentences)	
Applicant capacity: What is the current capacity to perform this milestone?	
Expected Achieve By Date (select from drop down)	

Progress Update	Progress Status: (Select from drop down)	Briefly describe progress to date and challenges that might affect your ability to complete this
YR1/Q1 Progress Update (5/18/20 - 7/31/20)		
YR1/Q2 Progress Update (8/1/20 - 10/31/20)		
YR1/Q3 Progress Update (11/1/20 - 1/31/21)		
YR1/Q4 Progress Update (2/1/21 - 4/30/21)		
YR2/Q1 Progress Update (5/1/21-7/31/21)		
YR2/Q2 Progress Update (8/1/21-10/31/21)		
YR2/Q3 Progress Update (11/1/21-1/31/22)		
YR2/Q4 Progress Update (2/1/22-4/30-22)		
YR3/Q1 Progress Update (5/1/22-7/31/22)		

FINAL Progress Update (8/1/22 - 11/17/2022)		
Progress Status: (Select from drop down)	**Describe** the outcome for this milestone during the funding period (5/2020 - 4/2022).	**Explain** why outcome was not complete (if not completed 100%).

Strategy 4 - Milestone 5

Strategy 4 - Improve Surveillance and Reporting of Electronic Health Data	
Planned Strategy (Provide a title for this milestone)	
Implementation Plan (Bulleted items or brief sentences)	
Applicant capacity: What is the current capacity to perform this milestone?	
Expected Achieve By Date (select from drop down)	

Progress Update	Progress Status: (Select from drop down)	Briefly describe progress to date and challenges that might affect your ability to complete this
YR1/Q1 Progress Update (5/18/20 - 7/31/20)		
YR1/Q2 Progress Update (8/1/20 - 10/31/20)		
YR1/Q3 Progress Update (11/1/20 - 1/31/21)		
YR1/Q4 Progress Update (2/1/21 - 4/30/21)		
YR2/Q1 Progress Update (5/1/21-7/31/21)		
YR2/Q2 Progress Update (8/1/21-10/31/21)		
YR2/Q3 Progress Update (11/1/21-1/31/22)		
YR2/Q4 Progress Update (2/1/22-4/30-22)		
YR3/Q1 Progress Update (5/1/22-7/31/22)		

FINAL Progress Update (8/1/22 - 11/17/2022)		
Progress Status: (Select from drop down)	**Describe** the outcome for this milestone during the funding period (5/2020 - 4/2022).	**Explain** why outcome was not complete (if not completed 100%).

CDC - Epidemiology and Laboratory Capacity (ELC) Paycheck Protection Program and Health Care Enhancement Act of 2020

Local Health Jurisdiction Name:	
Grant Number:	6 NU50CK000529-01-10

Strategy 5 - Use Laboratory Data to Enhance Investigation, Response and Prevention

Strategy 5 Actions and Deliverables:

A. Use laboratory data to initiate case investigations, conduct contact tracing and follow up, and implement containment measures.

B. Identify cases and exposure to COVID-19 in high-risk settings or within vulnerable populations to target mitigation strategies.

C. Implement prevention strategies in high-risk settings or within vulnerable populations (including tribal nations) including proactive monitoring for asymptomatic case detection.

Strategy 5 - Milestone 1

Strategy 5 - Use Laboratory Data to Enhance Investigation, Response and Prevention	
Planned Strategy (Provide a title for this milestone)	
Implementation Plan (Bulleted items or brief sentences)	
Applicant capacity: What is the current capacity to perform this milestone?	
Expected Achieve By Date *(select from drop down)*	

Update			
YR1/Q1 Progress Update (5/18/20 - 7/31/20)	**Progress Status:** *(Select from drop down)*	**Briefly** describe progress to date and challenges that might affect your ability to complete this	
YR1/Q2 Progress Update (8/1/20 - 10/31/20)	**Progress Status:** *(Select from drop down)*	**Briefly** describe progress to date and challenges that might affect your ability to complete this	
YR1/Q3 Progress Update (11/1/20 - 1/31/21)	**Progress Status:** *(Select from drop down)*	**Briefly** describe progress to date and challenges that might affect your ability to complete this	
YR1/Q4 Progress Update (2/1/21 - 4/30/21)	**Progress Status:** *(Select from drop down)*	**Briefly** describe progress to date and challenges that might affect your ability to complete this	
YR2/Q1 Progress Update (5/1/21-7/31/21)	**Progress Status:** *(Select from drop down)*	**Briefly** describe progress to date and challenges that might affect your ability to complete this	
YR2/Q2 Progress Update (8/1/21-10/31/21)	**Progress Status:** *(Select from drop down)*	**Briefly** describe progress to date and challenges that might affect your ability to complete this	
YR2/Q3 Progress Update (11/1/21-1/31/22)	**Progress Status:** *(Select from drop down)*	**Briefly** describe progress to date and challenges that might affect your ability to complete this	
YR2/Q4 Progress Update (2/1/22-4/30/22)	**Progress Status:** *(Select from drop down)*	**Briefly** describe progress to date and challenges that might affect your ability to complete this	
YR3/Q1 Progress Update (5/1/22-7/31/22)	**Progress Status:** *(Select from drop down)*	**Briefly** describe progress to date and challenges that might affect your ability to complete this	
FINAL Progress Update (8/1/22 - 11/17/2022)	**Progress Status:** *(Select from drop down)*	**Describe** the outcome for this milestone during the funding period (5/2020 - 11/2022).	**Explain** why outcome was not complete *(if not completed 100%).*

Strategy 5 - Milestone 2

Strategy 5 - Use Laboratory Data to Enhance Investigation, Response and Prevention	
Planned Strategy (Provide a title for this milestone)	
Implementation Plan (Bulleted items or brief sentences)	
Applicant capacity: What is the current capacity to perform this milestone?	
Expected Achieve By Date *(select from drop down)*	

Update			
YR1/Q1 Progress Update (5/18/20 - 7/31/20)	**Progress Status:** *(Select from drop down)*	**Briefly** describe progress to date and challenges that might affect your ability to complete this	
YR1/Q2 Progress Update (8/1/20 - 10/31/20)	**Progress Status:** *(Select from drop down)*	**Briefly** describe progress to date and challenges that might affect your ability to complete this	
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FINAL Progress Update (8/1/22 - 11/17/2022)	**Progress Status:** *(Select from drop down)*	**Describe** the outcome for this milestone during the funding period (5/2020 - 4/2022).	**Explain** why outcome was not complete *(if not completed 100%).*

Strategy 5 - Milestone 3

Strategy 5 - Use Laboratory Data to Enhance Investigation, Response and Prevention	
Planned Strategy (Provide a title for this milestone)	
Implementation Plan (Bulleted items or brief sentences)	
Applicant capacity: What is the current capacity to perform this milestone?	
Expected Achieve By Date *(select from drop down)*	

Update			
YR1/Q1 Progress Update (5/18/20 - 7/31/20)	**Progress Status:** *(Select from drop down)*	**Briefly** describe progress to date and challenges that might affect your ability to complete this	
YR1/Q2 Progress Update (8/1/20 - 10/31/20)	**Progress Status:** *(Select from drop down)*	**Briefly** describe progress to date and challenges that might affect your ability to complete this	
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FINAL Progress Update (8/1/22 - 11/17/2022)	**Progress Status:** *(Select from drop down)*	**Describe** the outcome for this milestone during the funding period (5/2020 - 4/2022).	**Explain** why outcome was not complete *(if not completed 100%).*

Strategy 5 - Milestone 4

Strategy 5 - Use Laboratory Data to Enhance Investigation, Response and Prevention	
Planned Strategy (Provide a title for this milestone)	
Implementation Plan (Bulleted items or brief sentences)	
Applicant capacity: What is the current capacity to perform this milestone?	
Expected Achieve By Date *(select from drop down)*	

Update			
YR1/Q1 Progress Update (5/18/20 - 7/31/20)	**Progress Status:** *(Select from drop down)*	**Briefly** describe progress to date and challenges that might affect your ability to complete this	
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FINAL Progress Update (8/1/22 - 11/17/2022)	**Progress Status:** *(Select from drop down)*	**Describe** the outcome for this milestone during the funding period (5/2020 - 4/2022).	**Explain** why outcome was not complete *(if not completed 100%).*

Strategy 5 - Milestone 5

Strategy 5 - Use Laboratory Data to Enhance Investigation, Response and Prevention	
Planned Strategy (Provide a title for this milestone)	
Implementation Plan (Bulleted items or brief sentences)	
Applicant capacity: What is the current capacity to perform this milestone?	
Expected Achieve By Date *(select from drop down)*	

Update			
YR1/Q1 Progress Update (5/18/20 - 7/31/20)	**Progress Status:** *(Select from drop down)*	**Briefly** describe progress to date and challenges that might affect your ability to complete this	
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YR3/Q1 Progress Update (5/1/22-7/31/22)	**Progress Status:** *(Select from drop down)*	**Briefly** describe progress to date and challenges that might affect your ability to complete this	
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CDC - Epidemiology and Laboratory Capacity (ELC) Paycheck Protection Program and Health Care Enhancement Act of 2020

Local Health Jurisdiction Name:	
Grant Number:	6 NU50CK000529-01-10

Strategy 6 - Coordinate and Engage with Partners

Strategy 6 Actions and Deliverables
A. Partner with LHDs to establish or enhance testing for COVID-19/SARS-CoV-2.
B. Partner with local, regional, or national organizations or academic institutions to enhance capacity for infection control and prevention of COVID-19/SARS-CoV-2.

Strategy 6 - Milestone 1

Strategy 6 - Coordinate and Engage with Partners	
Planned Strategy (Provide a title for this milestone)	
Implementation Plan (Bulleted items or brief sentences)	
Applicant capacity: What is the current capacity to perform this milestone?	
Expected Achieve By Date *(select from drop down)*	

YR1/Q1 Progress Update (5/18/20 - 7/31/20)		YR1/Q2 Progress Update (8/1/20 - 10/31/20)		YR1/Q3 Progress Update (11/1/20 - 1/31/21)		YR1/Q4 Progress Update (2/1/21 - 4/30/21)		YR2/Q1 Progress Update (5/1/21-7/31/21)		YR2/Q2 Progress Update (8/1/21-10/31/21)		YR2/Q3 Progress Update (11/1/21-1/31/22)		YR2/Q4 Progress Update (2/1/22-4/30/22)		YR3/Q1 Progress Update (5/1/22-7/31/22)	
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FINAL Progress Update (8/1/22 - 11/17/2022)		
Progress Status: *(Select from drop down)*	**Describe** the outcome for this milestone during the funding period (5/2020 - 11/2022).	**Explain** why outcome was not complete *(if not completed 100%).*

Strategy 6 - Milestone 2

Strategy 6 - Coordinate and Engage with Partners	
Planned Strategy (Provide a title for this milestone)	
Implementation Plan (Bulleted items or brief sentences)	
Applicant capacity: What is the current capacity to perform this milestone?	
Expected Achieve By Date *(select from drop down)*	

YR1/Q1 Progress Update (5/18/20 - 7/31/20)		YR1/Q2 Progress Update (8/1/20 - 10/31/20)		YR1/Q3 Progress Update (11/1/20 - 1/31/21)		YR1/Q4 Progress Update (2/1/21 - 4/30/21)		YR2/Q1 Progress Update (5/1/21-7/31/21)		YR2/Q2 Progress Update (8/1/21-10/31/21)		YR2/Q3 Progress Update (11/1/21-1/31/22)		YR2/Q3 Progress Update (11/1/21-1/31/22)		YR3/Q1 Progress Update (5/1/22-7/31/22)	
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FINAL Progress Update (8/1/22 - 11/17/2022)		
Progress Status: *(Select from drop down)*	**Describe** the outcome for this milestone during the funding period (5/2020 - 4/2022).	**Explain** why outcome was not complete *(if not completed 100%).*

Strategy 6 - Milestone 3

Strategy 6 - Coordinate and Engage with Partners	
Planned Strategy (Provide a title for this milestone)	
Implementation Plan (Bulleted items or brief sentences)	
Applicant capacity: What is the current capacity to perform this milestone?	
Expected Achieve By Date *(select from drop down)*	

YR1/Q1 Progress Update (5/18/20 - 7/31/20)		YR1/Q2 Progress Update (8/1/20 - 10/31/20)		YR1/Q3 Progress Update (11/1/20 - 1/31/21)		YR1/Q4 Progress Update (2/1/21 - 4/30/21)		YR2/Q1 Progress Update (5/1/21-7/31/21)		YR2/Q2 Progress Update (8/1/21-10/31/21)		YR2/Q3 Progress Update (11/1/21-1/31/22)		YR2/Q3 Progress Update (11/1/21-1/31/22)		YR3/Q1 Progress Update (5/1/22-7/31/22)	
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FINAL Progress Update (8/1/22 - 11/17/2022)		
Progress Status: *(Select from drop down)*	**Describe** the outcome for this milestone during the funding period (5/2020 - 4/2022).	**Explain** why outcome was not complete *(if not completed 100%).*

Strategy 6 - Milestone 4

Strategy 6 - Coordinate and Engage with Partners	
Planned Strategy (Provide a title for this milestone)	
Implementation Plan (Bulleted items or brief sentences)	
Applicant capacity: What is the current capacity to perform this milestone?	
Expected Achieve By Date *(select from drop down)*	

YR1/Q1 Progress Update (5/18/20 - 7/31/20)		YR1/Q2 Progress Update (8/1/20 - 10/31/20)		YR1/Q3 Progress Update (11/1/20 - 1/31/21)		YR1/Q4 Progress Update (2/1/21 - 4/30/21)		YR2/Q1 Progress Update (5/1/21-7/31/21)		YR2/Q2 Progress Update (8/1/21-10/31/21)		YR2/Q3 Progress Update (11/1/21-1/31/22)		YR2/Q3 Progress Update (11/1/21-1/31/22)		YR3/Q1 Progress Update (5/1/22-7/31/22)	
Progress Status: *(Select from drop down)*	**Briefly** describe progress to date and challenges that might affect your ability to complete this	**Progress Status:** *(Select from drop down)*	**Briefly** describe progress to date and challenges that might affect your ability to complete this	**Progress Status:** *(Select from drop down)*	**Briefly** describe progress to date and challenges that might affect your ability to complete this	**Progress Status:** *(Select from drop down)*	**Briefly** describe progress to date and challenges that might affect your ability to complete this	**Progress Status:** *(Select from drop down)*	**Briefly** describe progress to date and challenges that might affect your ability to complete this	**Progress Status:** *(Select from drop down)*	**Briefly** describe progress to date and challenges that might affect your ability to complete this	**Progress Status:** *(Select from drop down)*	**Briefly** describe progress to date and challenges that might affect your ability to complete this	**Progress Status:** *(Select from drop down)*	**Briefly** describe progress to date and challenges that might affect your ability to complete this	**Progress Status:** *(Select from drop down)*	**Briefly** describe progress to date and challenges that might affect your ability to complete this

FINAL Progress Update (8/1/22 - 11/17/2022)		
Progress Status: *(Select from drop down)*	**Describe** the outcome for this milestone during the funding period (5/2020 - 4/2022).	**Explain** why outcome was not complete *(if not completed 100%).*

Strategy 6 - Milestone 5

Strategy 6 - Coordinate and Engage with Partners	
Planned Strategy (Provide a title for this milestone)	
Implementation Plan (Bulleted items or brief sentences)	
Applicant capacity: What is the current capacity to perform this milestone?	
Expected Achieve By Date *(select from drop down)*	

YR1/Q1 Progress Update (5/18/20 - 7/31/20)		YR1/Q2 Progress Update (8/1/20 - 10/31/20)		YR1/Q3 Progress Update (11/1/20 - 1/31/21)		YR1/Q4 Progress Update (2/1/21 - 4/30/21)		YR2/Q1 Progress Update (5/1/21-7/31/21)		YR2/Q2 Progress Update (8/1/21-10/31/21)		YR2/Q3 Progress Update (11/1/21-1/31/22)		YR2/Q3 Progress Update (11/1/21-1/31/22)		YR3/Q1 Progress Update (5/1/22-7/31/22)	
Progress Status: *(Select from drop down)*	**Briefly** describe progress to date and challenges that might affect your ability to complete this	**Progress Status:** *(Select from drop down)*	**Briefly** describe progress to date and challenges that might affect your ability to complete this	**Progress Status:** *(Select from drop down)*	**Briefly** describe progress to date and challenges that might affect your ability to complete this	**Progress Status:** *(Select from drop down)*	**Briefly** describe progress to date and challenges that might affect your ability to complete this	**Progress Status:** *(Select from drop down)*	**Briefly** describe progress to date and challenges that might affect your ability to complete this	**Progress Status:** *(Select from drop down)*	**Briefly** describe progress to date and challenges that might affect your ability to complete this	**Progress Status:** *(Select from drop down)*	**Briefly** describe progress to date and challenges that might affect your ability to complete this	**Progress Status:** *(Select from drop down)*	**Briefly** describe progress to date and challenges that might affect your ability to complete this	**Progress Status:** *(Select from drop down)*	**Briefly** describe progress to date and challenges that might affect your ability to complete this

FINAL Progress Update (8/1/22 - 11/17/2022)		
Progress Status: *(Select from drop down)*	**Describe** the outcome for this milestone during the funding period (5/2020 - 4/2022).	**Explain** why outcome was not complete *(if not completed 100%).*

COVID-19 ELC Enhancing Detection
Spend Plan

County Name: Sierra

Position Title*	Annual Salary	FTE %	Strategy 1	Strategy 4	Strategy 5	Strategy 6	COMBINED TOTAL
							$ -
							$ -
							$ -
							$ -
							$ -
							$ -
							$ -
							$ -
Fringe	0%		$ -	$ -	$ -	$ -	$ -
Total Personnel			**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
Supplies							$ -
Total Supplies			**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
Travel							
In-State							$ -
Out-of-State							$ -
Total Travel			**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
Equipment							$ -
Total Equipment			**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
Other							$ -
Total Other			**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
Subcontracts:							
							$ -
							$ -
							$ -
							$ -
							$ -
							$ -
							$ -
							$ -
							$ -
							$ -
Total Subcontracts			**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
Indirect Cost	0%		$ -	$ -	$ -	$ -	$ -
Total Indirect			**$ -**	**$ -**	**$ -**	**$ -**	**$ -**
TOTAL			**$ -**	**$ -**	**$ -**	**$ -**	**$ -**

Allocation	**$ 401,603**	**$ 325,125**	**$ 411,559**	**$ 400,736**	**$ 1,539,023**
Balance	**$ 401,603**	**$ 325,125**	**$ 411,559**	**$ 400,736**	**$ 1,539,023**

**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 $197k as required by the funder.*

County Name:	Sierra

Combined Strategy	Total Award
	$ 1,539,023

Budget		Year 1 Quarterly Expenditure Report				Year 2 Quarterly Expenditure Report				Year 3 Quarterly Expenditure Report		Final Closeout	Balance
Budget Category	Budgeted Amount	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter	1st Quarter	2nd Quarter	3rd Quarter	4th Quarter	1st Quarter	2nd Quarter		
Salary	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Fringe	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Supplies	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
In State Travel	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Out of State Travel	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Equipment	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Subcontracts	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Other costs	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -
Total Direct Costs	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
Total Indirect Costs	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -

	Budget	Expenditures	Balance
Totals	$ -	$ -	$ -

County Name:	Sierra

Strategy 1	Allocation
	$ 401,603

Strategy 1 Budget		Year 1 Quarterly Expenditure Report				Year 2 Quarterly Expenditure Report				Year 3 Quarterly Expenditure Report		Balance
Budget Category	Budgeted Amount	1st Quarter May 2020 - July 2020	2nd Quarter August 2020 - October 2020	3rd Quarter November 2020 - January 2021	4th Quarter February 2021 - April 2021	1st Quarter May 2021 - July 2021	2nd Quarter August 2021 - October 2021	3rd Quarter November 2021 - January 2022	4th Quarter February 2022 - April 2022	1st Quarter May 2022 - July 2022	Final Closeout	
Salary	$ -											$ -
Fringe	$ -											$ -
Supplies	$ -											$ -
In State Travel	$ -											$ -
Out of State Travel	$ -											$ -
Equipment	$ -											$ -
Subcontracts	$ -											$ -
Other costs	$ -											$ -
Total Direct Costs	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
Total Indirect Costs	$ -											$ -

	Budget	Expenditures	Balance
Totals	$ -	$ -	$ -

County Name:	Sierra

Strategy 4	Allocation
	$ 325,125

Strategy 4 Budget		Year 1 Quarterly Expenditure Report				Year 2 Quarterly Expenditure Report				Year 3 Quarterly Expenditure Report		Balance
Budget Category	Budgeted Amount	1st Quarter May 2020 - July 2020	2nd Quarter August 2020 - October 2020	3rd Quarter November 2020 - January 2021	4th Quarter February 2021 - April 2021	1st Quarter May 2021 - July 2021	2nd Quarter August 2021 - October 2021	3rd Quarter November 2021 - January 2022	4th Quarter February 2022 - April 2022	1st Quarter May 2022 - July 2022	Final Closeout	
Salary	$ -											$ -
Fringe	$ -											$ -
Supplies	$ -											$ -
In State Travel	$ -											$ -
Out of State Travel	$ -											$ -
Equipment	$ -											$ -
Subcontracts	$ -											$ -
Other costs	$ -											$ -
Total Direct Costs	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
Total Indirect Costs	$ -											$ -

	Budget	Expenditures	Balance
Totals	$ -	$ -	$ -

County Name:	Sierra

Strategy 5	Allocation
	$ 411,559

Strategy 5 Budget		Year 1 Quarterly Expenditure Report				Year 2 Quarterly Expenditure Report				Year 3 Quarterly Expenditure Report		Balance
Budget Category	Budgeted Amount	1st Quarter May 2020 - July 2020	2nd Quarter August 2020 - October 2020	3rd Quarter November 2020 - January 2021	4th Quarter February 2021 - April 2021	1st Quarter May 2021 - July 2021	2nd Quarter August 2021 - October 2021	3rd Quarter November 2021 - January 2022	4th Quarter February 2022 - April 2022	1st Quarter May 2022 - July 2022	Final Closeout	
Salary	$ -											$ -
Fringe	$ -											$ -
Supplies	$ -											$ -
In State Travel	$ -											$ -
Out of State Travel	$ -											$ -
Equipment	$ -											$ -
Subcontracts	$ -											$ -
Other costs	$ -											$ -
Total Direct Costs	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
Total Indirect Costs	$ -											$ -

	Budget	Expenditures	Balance
Totals	$ -	$ -	$ -

County Name:	Sierra

Strategy 6	Allocation
	$ 400,736

Strategy 6 Budget		Year 1 Quarterly Expenditure Report				Year 2 Quarterly Expenditure Report				Year 3 Quarterly Expenditure Report		Balance
Budget Category	Budgeted Amount	1st Quarter May 2020 - July 2020	2nd Quarter August 2020 - October 2020	3rd Quarter November 2020 - January 2021	4th Quarter February 2021 - April 2021	1st Quarter May 2021 - July 2021	2nd Quarter August 2021 - October 2021	3rd Quarter November 2021 - January 2022	4th Quarter February 2022 - April 2022	1st Quarter May 2022 - July 2022	Final Closeout	
Salary	$ -											$ -
Fringe	$ -											$ -
Supplies	$ -											$ -
In State Travel	$ -											$ -
Out of State Travel	$ -											$ -
Equipment	$ -											$ -
Subcontracts	$ -											$ -
Other costs	$ -											$ -
Total Direct Costs	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	
Total Indirect Costs	$ -											$ -

	Budget	Expenditures	Balance
Totals	$ -	$ -	$ -

ELC ENHANCING DETECTION
INVOICE

California Department of Public Health
Emergency Preparedness Office
Email Scanned Copy to: CDPHELC@cdph.ca.gov

Date:

County Name/Address (to send warrant)
[ ] Check if remittance address changed since last Invoice

Contract Number:
Contract Term:
Billing Period:
EPO Invoice Number:

Telephone:
FI$Cal ID #:

	Expenditures This Period
Strategy 1	
Strategy 2	
Strategy 3	
Strategy 4	
Strategy 5	
Strategy 6	
	$ -

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.

Printed Name and Title of Authorized Representative
Signature and Date of Authorized Representative

384,755

EPO Use Only	
Service Location:	**Please Pay:**
	#REF!

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

Attachment 5

ELC ENHANCING DETECTION

Emerging Issues (E) Project: Funding for the Enhanced Detection, Response, Surveillance, and Prevention of COVID-19 Supported through the Paycheck Protection Program and Health Care Enhancement Act of 2020

CONTENTS

Background and purpose 1
Funding strategy 2
Process for workplan and budget submission 3
Activities 5
Performance measures and reporting 9

ELC ENHANCING DETECTION
EMERGING ISSUES (E) PROJECT

BACKGROUND AND PURPOSE

Over the past 25 years, the Centers for Disease Control and Prevention's (CDC) Epidemiology and Laboratory Capacity for Prevention and Control of Emerging Infectious Diseases (ELC) cooperative agreement has enhanced the capacity of each of our recipient jurisdictions' public health capacity to cohesively and comprehensively address infectious disease needs. In addition to foundational support for epidemiology, laboratory, and health information systems, the ELC also supports disease-specific program areas (e.g., respiratory diseases; healthcare associated infections). The portfolio of ELC-supported activities at each jurisdiction is overseen by an ELC Governance Team with representation from epidemiology, laboratory, and health information systems. This structure has been successfully utilized by ELC recipients to manage activities and funding from special appropriations provided in response to a number of infectious disease emergencies (e.g., H1N1, Ebola, and Zika).

As part of the "Paycheck Protection Program and Health Care Enhancement Act of 2020 (P.L. 116-139, Title I)", the ELC is awarding a total of $10.25 billion dollars to our recipient base in a program-initiated component funding under the Emerging Issues (E) Project of CK19-1904, henceforth, "ELC Enhancing Detection" supplement. These funds are broadly intended to provide critical resources to state, local, and territorial health departments in support of a broad range of COVID-19/SARS-CoV-2 testing and epidemiologic surveillance related activities. Direct recipients are limited to existing jurisdictions covered under CK19-1904[1]. These resources should complement, not duplicate, existing funding provided to jurisdictions, including the ELC Community-based Surveillance and ELC CARES Act supplements. Additionally, recipients should leverage and build upon existing ELC infrastructure that emphasizes the coordination and critical integration of laboratory with epidemiology and health information systems in order to maximize the public health impact of available resources. Ongoing monitoring of milestones and performance measures will be utilized to gauge progress toward successful completion of priority activities supported with these funds.

Resources provided via this award mechanism should support necessary expenses to implement and oversee expanded testing capacity for COVID-19/SARS-CoV-2, including the ability to process, manage, analyze, use, and report the increased data produced. Recipients will establish a robust SARS-CoV-2 testing program that ensures adequate testing is made available according to CDC priorities, including but not limited to: diagnostic tests, tests

[1] Only current ELC recipients are eligible to receive awards associated with the supplement described in this guidance. While tribal nations are not included in these awards, other federal support is provided in the *Paycheck Protection Program and Health Care Enhancement Act of 2020*.

for contact tracing, and surveillance of asymptomatic persons to determine community spread. Recipients should assure that provisions are in place to meet future surge capacity testing needs including point of care or other rapid result testing for local outbreaks. Plans should include plans for testing at non-traditional sites (e.g., retail sites, community centers, residential medical facilities, or pharmacies); testing of at risk populations including elderly, disabled, those in congregate living facilities including prisons, racial and ethnic minorities, and other groups at risk due to high frequency of occupational or nonoccupational contacts; and should also address any essential partnerships with academic, commercial, and hospital laboratories to successfully meet testing demand. Plans should explicitly detail how a minimum of 2% of the state's population will be tested each month beginning immediately; as well as plans to increase that number by Fall 2020. Plans should include a list of established and proposed laboratories that will be testing for SARS-CoV-2 in each state along with each laboratory's available platforms and throughput, that are used for testing and indicate per laboratory, testing projections by month through December 31st, 2020.

In conjunction with optimizing testing and increasing test volumes for COVID-19/SARS-CoV-2, resources will support the establishment of modernized public health surveillance systems. These systems will support the public health response to COVID-19 and lay the foundation for the future of public health surveillance. Establishing systems and processes to report the data categories described in this document on a daily, automated basis to state and federal health systems is a requirement of accepting these funds, if such systems are not already in place. These systems must be transparent and visible to communities through an open website. For each data category, minimum required data elements will be specified by CDC for each reportable condition at a later date. These surveillance and data reporting systems must:

- Ensure that real-time, at least daily, complete and accurate test orders and results can be exchanged within the healthcare/public health system and simultaneously reported to CDC and others via automated systems in a machine-readable format. These systems must support reporting of test results at the county or zipcode level with additional data fields as specified by CDC. This includes not only testing for the presence of virus (nucleic acid or antigen testing), but also serological testing documenting past infection.
- Ensure real-time, at least daily, complete, automated reporting in a machine-readable format for the following data categories: case, hospitalization and death reporting; emergency department syndromic surveillance; and capacity, resources, and patient impact at healthcare facilities through electronic reporting.
- Support the display of up-to-date, critical public health information relating to COVID-19 and future outbreaks at the county or zipcode level in visual dashboards on county or state websites, including case data and syndromic surveillance data.

Enhancements to epidemiologic activities resulting from additional test data are also fundamental to controlling the spread of COVID-19. Recipients must accelerate efforts to conduct robust contact tracing and then identify and isolate new cases of COVID-19 among symptomatic or asymptomatic individuals. This information should be further utilized to understand COVID-19/SARS-CoV-2 exposure within a community and determine appropriate mitigation strategies.

FUNDING STRATEGY

Funding by jurisdiction will be based on population and number of cases of COVID-19/SARS-CoV-2, as further provided in the legislative language for the Paycheck Protection Program and Health Care Enhancement Act of 2020 (https://www.congress.gov/bill/116th-congress/house-bill/266/). Direct Assistance is authorized under CK19-1904[2]; however, should opportunities for direct assistance be made available, these will be shared broadly with our recipient base and options for providing direct assistance in lieu of financial assistance may be discussed and coordinated with the ELC and the CDC Office of Grant Services (OGS).

[2]Legislative Authority for CK19-1904: Sections 301 and 317 of the Public Health Service Act (PHS Act), 42 USC, 241 and 247b as amended; and Funding is appropriated under Affordable Care Act (PL 111-148), Title IV, Section 4002 (Prevention and Public Health Fund), Title IV, Section 4002

Recipients should consider requesting the following when developing budgets, in furtherance of award activities:

- Personnel (term, temporary, students, overtime, contract staff, etc.)
- Laboratory equipment and necessary maintenance contracts
- Collection supplies, test kits, reagents, consumables and other necessary supplies for existing testing or onboarding new platforms
- Courier service contracts (new or expansion of existing agreements)
- Hardware and software necessary for robust implementation of electronic laboratory and surveillance data exchange between recipient and other entities, including healthcare entities, jurisdictional public health and CDC
- Tools that assist in the rapid identification, electronic reporting, monitoring, analysis, and evaluation of control measures to reduce the spread of disease (e.g. GIS software, visualization dashboards, cloud services)
- Reporting and/or enrollment incentives
- Contracts with academic institutions, private laboratories, and/or commercial entities
- Laboratory renovations and minor construction (may be considered for unique cases where conditions do not currently allow for safe or effective testing)

The above list is as an example and does not represent a full list of allowable costs. Any questions about specific budget items should be directed to the OGS and the ELC Project Officer.

Support to Local Health Departments (LHD):
Recipients should work with their LHDs to determine how local needs can be addressed with the overall available resources. Direct ELC recipients may provide financial resources to LHDs within their jurisdiction by way of a contract or other mechanism(s) as available through their Health Department. In addition to financial resources, ELC direct recipients may provide support to LHDs through offering non-financial resources (personnel, supplies, etc.) to address COVID-19/SARS-CoV-2 surveillance, case detection, reporting, response, and prevention needs at the local level.

Supporting Management of Activities and Resources:

The ELC recommends that jurisdictions ensure ELC leadership staff at the recipient level are adequate for the management of this award and its integration with the recipient's overall portfolio of ELC funded activities. A minimum of 1 program manager and 1 budget staff (or equivalents) is suggested for the effective management and implementation of the recipients' proposed activities.

PROCESS FOR WORKPLAN AND BUDGET SUBMISSION

This funding should support ELC Health Care Enhancement activities and the necessary reporting for Budget Period 1 under CK19-1904; however, recipients are reminded that expanded authority[3] applies, and activities are likely to take 30 months for completion due to the nature of COVID-19/SARS-CoV-2. Within 30 days of receipt of the Notice of Award (NOA), the recipient is required to submit a workplan and budget describing its proposed activities. Upon submission, budgets and workplans will be reviewed by CDC and feedback will be provided and discussed with the recipient. Any necessary or recommended changes may be agreed upon between the jurisdiction and CDC and documented in REDCap and/or GrantSolutions as necessary.

To appropriately document workplans, budgets, and facilitate recipients meeting the 30-day requirement:

[3] Expanded Authority is provided to recipients through 45 CFR Part 75.308 which allows recipients to incur project costs 90 days prior to award, initiate one-time extension to project period, and carryover unobligated balances to subsequent budget periods.

1. Workplan entries will be completed in the 'ELC Enhanced Detection' portal, under 'ELC COVID-19 Projects', in REDCap; and
2. Revised budgets will be completed by using the template provided via GrantSolutions Grant Notes at time of NOA issuance.
    a. Funds will be awarded under the 'Other' cost category;
    b. Recipients will adjust the cost category allocations of awarded funds to reflect the areas where financial assistance is needed; and
    c. Recipients will upload the revised budget into GrantSolutions via a redirection amendment, with a courtesy copy into REDCap 'ELC Enhanced Detection' portal, by the 30-day post award deadline.
    d. ELC and OGS will process the redirection amendment in GrantSolutions and the recipient will receive a revised NOA reflecting the requested cost category allocations.
3. A letter, indicating that all ELC Governance Team members have both contributed to and agreed upon the workplan and budget submitted, must be signed by all Governance Team Members (hard copy or digital signature) and submitted with the documents in the REDCap portal.

Workplan detail

Additional workplan guidance will be provided to recipients post-award; they will be required to provide a clear and concise description of the time bound strategies and activities they will use to achieve the project's outcomes, including:

1. Description of how 'ELC Enhanced Detection' funding will be used in coordination with funding from CDC's Crisis COVID-19 Notice of Funding Opportunity (NOFO) and ELC CARES.
2. Specify the distinct new or enhanced activities made possible by 'ELC Enhanced Detection'.
3. Plans for how the ELC recipient will work with local jurisdictions to meet local needs that support the entire jurisdiction. These plans must include: description of activities to be supported at the local level, identification of local partners and localities to be supported, methods to assess local needs, and description of funding mechanisms to support local entities.
4. Description of expected mechanisms and frequency of interactions between the health department and/or public health laboratory with academic/hospital and commercial laboratories.
5. Description of testing plan, including populations and institutional settings. Plans should align to your jurisdictional testing plans for COVID-19 per legislation[4]. Plans for May – June must be submitted by May 30, 2020. Plans for July – December must be submitted by June 15, 2020. Details about testing plan submission will be shared with recipients via the ELC Program office.
6. Description of use of electronic health systems for surveillance, reporting, and public health action.

Of note: In a cooperative agreement, CDC staff is substantially involved in the program activities, above and beyond routine grant monitoring.

CDC responsibilities include but are not limited to:

1. Provide ongoing guidance, programmatic support (including guidance on evaluation, performance measurement, and workplan changes), technical assistance and subject matter expertise to the activities outlined in this supplemental funding announcement guidance.
2. Convene trainings, meetings, conference calls, and site visits with recipients.
3. Share best practices identified and provide national coordination of activities, where appropriate.
4. Coordinate with the HHS Testing Team as needed, for subject matter expertise and technical assistance to support States testing strategies.

In addition to the programmatic activities noted below in further detail, recipient responsibilities include but are not limited to:

[4] https://www.congress.gov/bill/116th-congress/house-bill/266/

1. Regular participation in calls with CDC/HHS for technical assistance and monitoring of activities supported through this cooperative agreement.
2. On-time submission of all requisite reporting. This may include but is not limited to reporting of performance measures and progress on milestones within REDCap or provision of financial updates.
3. Documentation of any necessary budget change/reallocation through REDCap and, as necessary, GrantSolutions.

Both CDC and recipients should appropriately coordinate with points of contact in relevant stakeholder organizations to maximize the impact of federal dollars (e.g., tribal nations, Health Resources and Services Administration (HRSA), HHS testing team, etc.).

ACTIVITIES

Data collected as a part of the Activities supported with these funds shall be reported to CDC in a form and fashion to be determined and communicated at a later date. Recipients are required to establish electronic reporting systems to support comprehensive, timely, automated reporting of these data to LHD, CDC and others, at a frequency to be determined and communicated at a later date, if such systems are not already in place. Such systems must support reporting for COVID-19, other conditions of public health significance.

Activities supported by these funds include but are not limited to the following:

Enhance Laboratory, Surveillance, Informatics and other Workforce Capacity

1. Train and hire staff to improve laboratory workforce ability to address issues around laboratory safety, accessioning, testing and reporting results.
2. Build expertise for healthcare and community outbreak response and infection prevention and control (IPC) among local health departments.
3. Train and hire staff to improve the capacities of the epidemiology and informatics workforce to effectively conduct surveillance and response of COVID-19 (including contact tracing) and other conditions of public health significance.
4. Build expertise to support management of the COVID-19 related activities within the jurisdiction and the integrate into the broader ELC portfolio of activities (e.g., additional leadership, program and project managers, budget staff, etc.).
5. Increase capacity for timely data management, analysis, and reporting for COVID-19 and other conditions of public health significance.

Strengthen Laboratory Testing

1. Establish or expand capacity to quickly, accurately and safely test for SARS-CoV-2/COVID-19 (which may build capacity to test for other pathogens with potential for broad community spread) among all symptomatic individuals, and secondarily expand capacity to achieve community-based surveillance, including testing of asymptomatic individuals.
    a. Develop systems to improve speed and efficiency of specimen submission to clinical and reference laboratories.
    b. Strengthen ability to quickly scale testing as necessary to ensure that optimal utilization of existing and new testing platforms can be supported to help meet increases in testing demand in a timely manner.
    c. Perform serology testing with an FDA EUA authorized serological assay in order to conduct surveillance for past infection and monitor community exposure.
    d. Work with LHDs to build local capacity for testing of COVID-19/SARS-CoV-2 including within high-risk settings or in vulnerable populations that reside in their communities.

e. Apply laboratory safety methods to ensure worker safety when managing and testing samples that may contain SARS-CoV-2/COVID-19.

2. Enhance laboratory testing capacity for SARS-CoV-2/COVID-19 outside of public health laboratories

a. Establish or expand capacity to coordinate with public/private laboratory testing providers, including those that assist with surge and with testing for high-risk environments.
b. Secure and/or utilize mobile laboratory units, or other methods to provide POC testing at public health-led clinics or non-traditional test sites (e.g., homeless shelters, food processing plants, prisons, Long Term Care Facilities (LTCF), etc.).

3. Enhance data management and analytic capacity in public health laboratories to help improve efficiencies in operations, management, testing, and data sharing.

a. Improve efficiencies in laboratory operations and management using data from throughput, staffing, billing, supplies, and orders. Ensure ability to track inventory of testing reagents by device/platform, among other things.
b. Improve the capacity to analyze laboratory data to help understand and make informed decisions about issues such as gaps in testing and community mitigation efforts. Data elements such as tests ordered and completed (including by device/platform), rates of positivity, source of samples, specimen collection sites, and test type will be used to create data visualizations that will be shared with the public, local health departments, and federal partners.

Advance Electronic Data Exchange at Public Health Labs

1. Enhance and expand laboratory information infrastructure, to improve jurisdictional visibility on laboratory data (tests performed) from all testing sites and enable faster and more complete data exchange and reporting.
   a. Employ a well-functioning Laboratory Information Management System (LIMS) system to support efficient data flows within the PHL and its partners. This includes expanding existing capacity of the current LIMS to improve data exchange and increase data flows through LIMS maintenance, new configurations/modules, and enhancements. Implement new/replacement LIMS where needed.
   b. Ensure ability to administer LIMS. Ensure the ability to configure all tests that are in LIMS, including new tests, EUAs, etc., in a timely manner. Ensure expanding needs for administration and management of LIMS system are covered through dedicated staff.
   c. Interface diagnostic equipment to directly report laboratory results into LIMS
   d. Put a web portal in place to support online ordering and reporting. Integrate the web portal into the LIMS.
   e. Enhance laboratory test ordering and reporting capability.
      i. Implement or improve capacity to consume and produce electronic HL7 test orders and result reporting (ETOR) to allow laboratories and healthcare providers to directly exchange standardized test orders and results across different facilities and electronic information systems using agreed upon standards.
      ii. 100% of results must be reported with key demographic variables including age/gender/race
      iii. Report all testing to the health department and CDC using HL7 ELR.

Improve Surveillance and Reporting of Electronic Health Data

Conducting the activities in this section to enable comprehensive, automated, daily reporting to the CDC and others in a machine-readable format, for data elements to be determined at a later date, is a requirement of accepting these funds.

1. Establish complete, up-to-date, automated reporting of morbidity and mortality to CDC and others due to COVID-19 and other conditions of public health significance, with required associated data fields in a machine readable format, by:
    a. Establishing or enhancing community-based surveillance, including surveillance of vulnerable populations, individuals without severe illness, those with recent travel to high-risk locations, or who are contacts to known cases.
    b. Monitoring changes to daily incidence rates of COVID-19 and other conditions of public health significance at the county or zipcode level to inform community mitigation strategies.
2. Establish complete, up-to-date, timely, automated reporting of individual-level data through electronic case reporting to CDC and others in a machine-readable format (ensuring LHD have access to data that is reported):
    a. At the health department, enhance capacity to work with testing facilities to onboard and improve electronic laboratory reporting (ELR), including to receive data from new or non-traditional testing settings. Use alternative data flows and file formats (e.g., CSV or XLS) to help automate where appropriate. In addition to other reportable results, this should include all COVID-19/SARS-CoV-2-related testing data (i.e., tests to detect SAR-CoV-2 including serology testing).
    b. Automate receiving EHR data, including eCR and FHIR-base eCR Now, to generate initial case report as specified by CDC for the reportable disease within 24 hours and to update over time within 24 hours of a change in information contained in the CDC-directed case report, including death. Utilize eCR data to ensure data completeness, establish comprehensive morbidity and mortality surveillance, and help monitor the health of the community and inform decisions for the delivery of public health services.
    c. Increase connectivity with laboratory and healthcare feeds for epidemiologic analysis (including using automated single CSV files).
    d. Expand eCR etc to include all conditions of public health significance
3. Improve understanding of capacity, resources, and patient impact at healthcare facilities through electronic reporting.
    a. Required expansion of reporting facility capacity, resources, and patient impact information, such as patients admitted and hospitalized, in an electronic, machine-readable, as well as human-readable visual, and tabular manner, to achieve 100% coverage in jurisdiction and include daily data from all acute care, long-term care, and ambulatory care settings. Use these data to monitor facilities with confirmed cases of COVID-19/SARS-CoV-2 infection or with COVID-like illness among staff or residents and facilities at high risk of acquiring COVID-19/SARS-CoV-2 cases and COVID-like illness among staff or residents.
    b. Increase ADT messaging and use to achieve comprehensive surveillance of emergency room visits, hospital admissions, facility and department transfers, and discharges to provide an early warning signal, to monitor the impact on hospitals, and to understand the growth of serious cases requiring admission.
4. Enhance systems for flexible data collection, reporting , analysis, and visualization.
    a. Implement new/replacement systems where needed. Ensure systems are interoperable and that data are able to be linked across systems, including adding the capacity for lab data and other data to be used by the software/tools that are being deployed for contact tracing.
    b. Data must be made available at the local, state, and federal level.
    c. Make data on case, syndromic, laboratory tests, hospitalization, and healthcare capacity available on health department websites at the county/zip code level in a visual and tabular manner.
5. Establish or improve systems to ensure complete, accurate and immediate (within 24 hrs) data transmission to a system and open website available to local health officials and the public by county

and zipcode, that allows for automated transmission of data to the CDC in a machine readable format.

a. Track and send 100% of emergency department and outpatient visits for COVID-like illness, as well as other syndromes/illnesses, to CDC.
b. Submit comprehensive syndromic surveillance data for all facilities in the jurisdiction.
c. Send deidentified copies of all admit, discharge, and transfer (ADT) messages to the CDC
d. Submit all case reports in an immediate, automated way to CDC for COVID-19/SARS-CoV-2 and other conditions of public health significance with associated required data fields in a machine-readable format.
e. Provide accurate accounting of COVID-19/SARS-CoV-2 associated deaths. Establish electronic, automated, immediate death reporting to CDC with associated required data fields in a machine-readable format.
f. Report requested COVID-19/SARS-CoV-2-related data, including line level testing data (negatives, positives, indeterminants, serology, antigen, nucleic acid) daily by county or zipcode to the CDC-designated system.
g. Establish these systems in such a manner that they may be used on an ongoing basis for surveillance of, and reporting on, other threats to the public health and conditions of public health significance.

Use Laboratory Data to Enhance Investigation, Response and Prevention

1. Use laboratory data to initiate case investigations, conduct contact tracing and follow up, and implement containment measures.
    a. Conduct necessary contact tracing including contact elicitation/identification, contact notification, and contact follow-up. Activities could include traditional contact tracing and/or proximity/location-based methods, as well as methods adapted for healthcare-specific and congregate settings.
    b. Utilize tools (e.g., geographic information systems and methods) that assist in the rapid mapping and tracking of disease cases for timely and effective epidemic monitoring and response, incorporating laboratory testing results and other data sources.
2. Identify cases and exposure to COVID-19 in high-risk settings or within vulnerable populations to target mitigation strategies.
    a. Assess and monitor infections in healthcare workers across the healthcare spectrum.
    b. Monitor cases and exposure to COVID-19 to identify need for targeted mitigation strategies to isolate and prevent further spread within high-risk healthcare facilities (e.g., hospitals, dialysis clinics, cancer clinics, nursing homes, and other long-term care facilities, etc.).
    c. Monitor cases and exposure to COVID-19 to identify need for targeted mitigation strategies to isolate and prevent further spread within high-risk employment settings (e.g., meat processing facilities), and congregate living settings (e.g., prisons, youth homes, shelters).
    d. Work with LHDs to build local capacity for reporting, rapid containment and prevention of COVID-19/SARS-CoV-2 within high-risk settings or in vulnerable populations that reside in their communities.
3. Implement prevention strategies in high-risk settings or within vulnerable populations (including tribal nations) including proactive monitoring for asymptomatic case detection.
    a. Build capacity for infection prevention and control in LTCFs (e.g., at least one Infection Preventionist (IP) for every facility) and outpatient settings.
        i. Build capacity to safely house and isolate infected and exposed residents of LTCFs and other congregate settings.
        ii. Develop interoperable patient safety information exchange systems.
        iii. Assist with enrollment of all LTCFs into NHSN and provision of related user support.
    b. Increase Infection Prevention and Control (IPC) assessment capacity onsite using tele-ICAR.
    c. Perform preparedness assessment to ensure interventions are in place to protect high-risk populations.

   a. Coordinate as appropriate with federally funded entities responsible for providing health services to vulnerable populations (e.g., tribal nations and federally qualified health centers)

Coordinate and Engage with Partners

1. Partner with LHDs to establish or enhance testing for COVID-19/SARS-CoV-2.
   a. Support appropriate LHDs with acquiring equipment and staffing to conduct testing for COVID-19/SARS-CoV-2.
   b. Support LHDs to conduct appropriate specimen collection and/or testing within their jurisdictions.
2. Partner with local, regional, or national organizations or academic institutions to enhance capacity for infection control and prevention of COVID-19/SARS-CoV-2.
   a. Build infection prevention and control and healthcare outbreak response expertise in LHDs.
   b. Partner with academic medical centers and schools of public health to develop regional centers for IPC consultation and support services

PERFORMANCE MEASURES AND REPORTING

Performance Measures: In addition to the metrics and deliverable indicated above, performance measures specific to COVID-19-related activities will be finalized and provided to recipients within 21 days of award. The ELC will utilize existing data sources whenever possible to reduce the reporting burden on recipients and, where appropriate, existing ELC performance measures may be used. While more frequent reporting may be employed within the first year of this supplement, these requirements may be adjusted as circumstances allow. Where it is possible, reporting will be aligned to current performance measure reporting timelines.

Consistent with current ELC practice, progress on Milestones will be reported on a quarterly basis utilizing REDCap. Recipients will be provided 2 weeks to update their progress and note any challenges encountered since the previous update. Financial reporting requirements shall be noted and, as necessary, updated in the Terms and Conditions of the award. The ELC will work with OGS to limit the administrative burden on recipients.

Summary of Reporting Requirements:

1. Quarterly progress reports on milestones in approved workplans via REDCap.
2. Monthly fiscal reports (beginning 60 days after NOAs are issued).
3. Performance measure data.
4. CDC may require recipients to develop annual progress reports (APRs). CDC will provide APR guidance and optional templates should they be required.

Please also note: Data collected as a part of the activities supported with these funds shall be reported to CDC in a form and fashion to be determined and communicated at a later date.

Paycheck Protection Program and Health Care Enhancement Act
ELC Enhancing Detection
Attachment 5

Local Health Department	Population	Strategy 1 38M $400K Base + Population	Strategy 2 Lab $38M	Strategy 3 Lab $10M	Strategy 4 $20M $325K Base + Population	Strategy 5 $150M $400K Base + Population, Poverty & Race/Ethnicity	Strategy 6 $30M $400K Base + Population	TOTAL
ALAMEDA (minus Berkeley)	1,545,973	$ 1,171,069	$ 1,900,000	$ 500,000	$ 384,914	$ 6,359,647	$ 754,275	**$ 11,069,906**
ALPINE	1,162	$ 400,580			$ 325,045	$ 404,444	$ 400,266	**$ 1,530,335**
AMADOR	38,294	$ 419,100			$ 326,484	$ 539,104	$ 408,775	**$ 1,693,463**
BERKELEY	123,328	$ 461,511			$ 329,780	$ 939,488	$ 428,262	**$ 2,159,040**
BUTTE	226,466	$ 512,952	$ 700,000	$ 500,000	$ 333,777	$ 1,310,148	$ 451,897	**$ 3,808,774**
CALAVERAS	45,117	$ 422,503			$ 326,749	$ 556,788	$ 410,339	**$ 1,716,378**
COLUSA	22,117	$ 411,031			$ 325,857	$ 505,712	$ 405,068	**$ 1,647,669**
CONTRA COSTA	1,155,879	$ 976,506	$ 1,300,000	$ 300,000	$ 369,796	$ 4,716,633	$ 664,881	**$ 8,327,816**
DEL NORTE	27,401	$ 413,667			$ 326,062	$ 524,401	$ 406,279	**$ 1,670,409**
EL DORADO	191,848	$ 495,686			$ 332,435	$ 1,017,846	$ 443,964	**$ 2,289,931**
FRESNO	1,018,241	$ 907,858	$ 3,300,000	$ 500,000	$ 364,462	$ 5,967,122	$ 633,340	**$ 11,672,782**
GLENN	29,132	$ 414,530			$ 326,129	$ 533,613	$ 406,676	**$ 1,680,948**
HUMBOLDT	135,333	$ 467,499	$ 700,000	$ 300,000	$ 330,245	$ 974,142	$ 431,013	**$ 3,202,898**
IMPERIAL	190,266	$ 494,897	$ 700,000	$ 500,000	$ 332,374	$ 1,575,482	$ 443,601	**$ 4,046,354**
INYO	18,593	$ 409,273			$ 325,721	$ 470,923	$ 404,261	**$ 1,610,178**
KERN	916,464	$ 857,095	$ 500,000	$ 250,000	$ 360,518	$ 5,355,721	$ 610,017	**$ 7,933,351**
KINGS	153,710	$ 476,664	$ 500,000		$ 330,957	$ 1,229,611	$ 435,224	**$ 2,972,457**
LAKE	65,071	$ 432,455			$ 327,522	$ 679,914	$ 414,912	**$ 1,854,802**
LASSEN	30,150	$ 415,038			$ 326,168	$ 526,950	$ 406,909	**$ 1,675,065**
MADERA	159,536	$ 479,570	$ 1,800,000	$ 500,000	$ 331,183	$ 1,268,710	$ 436,559	**$ 4,816,022**
MARIN	262,879	$ 531,113			$ 335,188	$ 1,251,562	$ 460,241	**$ 2,578,105**
MARIPOSA	18,068	$ 409,012			$ 325,700	$ 467,320	$ 404,140	**$ 1,606,172**
MENDOCINO	89,009	$ 444,394			$ 328,450	$ 785,443	$ 420,397	**$ 1,978,684**
MERCED	282,928	$ 541,113	$ 500,000	$ 250,000	$ 335,965	$ 1,966,291	$ 464,836	**$ 4,058,205**
MODOC	9,602	$ 404,789			$ 325,372	$ 440,618	$ 402,200	**$ 1,572,980**
MONO	13,616	$ 406,791			$ 325,528	$ 452,000	$ 403,120	**$ 1,587,439**
MONTEREY	445,414	$ 622,155	$ 800,000	$ 500,000	$ 342,262	$ 2,586,808	$ 502,071	**$ 5,353,296**
NAPA	140,779	$ 470,215			$ 330,456	$ 946,731	$ 432,261	**$ 2,179,663**
NEVADA	98,904	$ 449,329			$ 328,833	$ 732,388	$ 422,665	**$ 1,933,215**
ORANGE	3,222,498	$ 2,007,253	$ 2,400,000	$ 300,000	$ 449,888	$ 13,252,732	$ 1,138,467	**$ 19,548,340**
PLACER	396,691	$ 597,854			$ 340,374	$ 1,654,835	$ 490,906	**$ 3,083,968**
PLUMAS	19,779	$ 409,865			$ 325,767	$ 467,320	$ 404,533	**$ 1,607,484**
RIVERSIDE	2,440,124	$ 1,617,036	$ 1,700,000	$ 300,000	$ 419,567	$ 11,673,131	$ 959,179	**$ 16,668,913**
SACRAMENTO	1,546,174	$ 1,171,170	$ 2,500,000	$ 300,000	$ 384,922	$ 6,998,908	$ 754,321	**$ 12,109,321**
SAN BENITO	62,296	$ 431,071			$ 327,414	$ 677,589	$ 414,276	**$ 1,850,350**
SAN BERNARDINO	2,192,203	$ 1,493,383	$ 1,600,000	$ 500,000	$ 409,959	$ 11,296,877	$ 902,365	**$ 16,202,584**
SAN DIEGO	3,351,786	$ 2,071,736	$ 2,000,000	$ 300,000	$ 454,898	$ 14,182,952	$ 1,168,095	**$ 20,177,682**
SAN FRANCISCO	883,869	$ 840,838	$ 900,000	$ 300,000	$ 359,254	$ 3,538,061	$ 602,547	**$ 6,540,701**
SAN JOAQUIN	770,385	$ 784,237	$ 1,400,000	$ 300,000	$ 354,856	$ 3,956,783	$ 576,541	**$ 7,372,418**
SAN LUIS OBISPO	280,393	$ 539,849	$ 800,000	$ 300,000	$ 335,867	$ 1,490,230	$ 464,255	**$ 3,930,200**
SAN MATEO	774,485	$ 786,282	$ 1,100,000	$ 300,000	$ 355,015	$ 3,129,513	$ 577,481	**$ 6,248,291**
SANTA BARBARA	454,593	$ 626,733	$ 1,900,000	$ 300,000	$ 342,618	$ 2,439,009	$ 504,175	**$ 6,112,534**
SANTA CLARA	1,954,286	$ 1,374,719	$ 2,500,000	$ 300,000	$ 400,738	$ 7,268,562	$ 847,844	**$ 12,691,864**
SANTA CRUZ	274,871	$ 537,095			$ 335,653	$ 1,531,541	$ 462,989	**$ 2,867,278**
SHASTA	178,773	$ 489,165	$ 800,000	$ 500,000	$ 331,928	$ 1,070,867	$ 440,968	**$ 3,632,928**
SIERRA	3,213	$ 401,603			$ 325,125	$ 411,559	$ 400,736	**$ 1,539,022**
SISKIYOU	44,584	$ 422,237			$ 326,728	$ 577,208	$ 410,217	**$ 1,736,389**
SOLANO	441,307	$ 620,106	$ 1,000,000	$ 300,000	$ 342,103	$ 2,130,588	$ 501,130	**$ 4,893,927**
SONOMA	500,675	$ 649,717	$ 900,000	$ 300,000	$ 344,404	$ 2,287,496	$ 514,735	**$ 4,996,351**
STANISLAUS	558,972	$ 678,793			$ 346,663	$ 3,053,787	$ 528,094	**$ 4,607,337**
SUTTER	97,490	$ 448,624			$ 328,778	$ 833,552	$ 422,341	**$ 2,033,295**
TEHAMA	64,387	$ 432,114			$ 327,495	$ 681,334	$ 414,755	**$ 1,855,698**
TRINITY	13,688	$ 406,827			$ 325,530	$ 458,084	$ 403,137	**$ 1,593,578**
TULARE	479,112	$ 638,962	$ 2,900,000	$ 1,000,000	$ 343,568	$ 3,155,745	$ 509,793	**$ 8,548,068**
TUOLUMNE	54,590	$ 427,227			$ 327,116	$ 589,231	$ 412,510	**$ 1,756,084**
VENTURA	856,598	$ 827,237	$ 900,000	$ 300,000	$ 358,197	$ 3,894,187	$ 596,298	**$ 6,875,919**
YOLO	222,581	$ 511,014			$ 333,626	$ 1,462,971	$ 451,007	**$ 2,758,618**
YUBA	77,916	$ 438,861			$ 328,020	$ 749,788	$ 417,855	**$ 1,934,524**
TOTALS	**29,673,599**	**$ 38,000,000**	**$ 38,000,000**	**$ 10,000,000**	**$ 20,000,000**	**$ 150,000,000**	**$ 30,000,000**	**$ 286,000,000**

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

MEETING DATE:	**TYPE OF AGENDA ITEM:**
September 1, 2020	☒Regular ☐Timed ☐Consent

DEPARTMENT: Planning Department
APPROVING PARTY: Tim H. Beals, Director
PHONE NUMBER: 530-289-3251

AGENDA ITEM: Discussion and direction on reviving the County Open Space Screening Committee and making appointments.

SUPPORTIVE DOCUMENTS ATTACHED: ☐Memo ☒Resolution ☐Agreement ☒Other
The resolution attached is the County's rules for Land Conservation Contract applications where reference is made to the committee.

BACKGROUND INFORMATION: This committee is a long-standing Board advisory committee to respond to requests from the Board as may be needed and to review applications filed for Land Conservation and Farmland Security Zone Contracts. The last time this committee met was in 2008 as Land Conservation Contract applications have slowed down measurably since most of Sierra County's portion of Sierra Valley is under some form of contract-Land Conservation or Farmland Security. We have received an application for a ranch near Sattley to participate in the Land Conservation Act program and a committee is needed to provide advisory guidance to the Board. This committee is composed of three public members, the County Assessor, the County Farm Advisor-Ag Commissioner, and the program is adminstered by the Planning Department. The three members in 2008 included Jim Genasci, Tony Maddalena (now deceased) and Bert Whittaker. A new committee is suggested so that the current application may be timely reviewed but also so the committee can be used by the Board of Supervisors for advisory input on conservation easements, agency acquisitions, and other related agricultural issues that may face the County in the future.

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

ARE ADDITIONAL PERSONNEL REQUIRED?	**IS THIS ITEM ALLOCATED IN THE BUDGET?** ☐Yes ☒No
☐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:

_____ _____

CLERK TO THE BOARD DATE

BOARD OF SUPERVISORS,COUNTY OF SIERRA,STATE OF CALIFORNIA

IN THE MATTER OF ADOPTING PROCEDURES FOR INITIATING AND PROCESSING APPLICATIONS TO ESTABLISH AGRICULTURAL PRESERVESANDFARMLAND SECURITY ZONES	)))))))	**RESOLUTION 2000-** 137

Received

AUG 25 2020

Sierra County Planning
& Building Departments

WHEREAS, the Board of Supervisors is authorized to create procedures for initiating and processing requests for contracts entered into pursuant to Article 7, "Farmland Security Zones" (commencing with Section 51296) of Chapter 7, of Part 7 of Division 1, of Title 5 of the Government Code, and Chapter 7 (commencing with Section 51200) of Part 1, Division 1, of Title 5 of the Government Code, which is known as the "California Land Conservation Act of 1965", or "Williamson Act", including any amendments thereto which may be enacted from time to time.

NOW, THEREFORE, BE IT RESOLVED that County Resolutions 71-39 and 77-3 are hereby rescinded.

BE IT FURTHER RESOLVED that the following procedures shall be used by the County of Sierra for initiating, filing, and processing applications to establish agricultural preserves and farmland security zones.

1) DEFINITIONS

A) "Agricultural Conservation Easement" shall mean a less than fee simple interest in land. It includes the right to prevent development or improvement of the land, as specified in Public Resources Code Section 10211 and Civil Code Section 815.1 for any purpose other than agricultural production. The easement is granted by the land owner to the County or a qualified nonprofit organization that has conservation of agricultural land as one of its primary purposes. The land restricted by the easement remains in private ownership. Aside from the separation of specified development rights, the land owner retains all other rights to the land, including the right to deny public access and to manage the land for agricultural uses.

B) "Agricultural Preserve" shall mean an area devoted to either agricultural uses, recreational uses, open space uses, or wildlife habitat uses or any combination of such uses as defined herein, including any compatible uses.

C) ""Agricultural Use" shall mean the use of land for the purpose of producing an agricultural commodity for commercial purposes.

D) "Compatible Use" shall mean those types of uses of agricultural land determined by the Board of Supervisors to be compatible with the agricultural, recreational, open space, and/or wildlife habitat use of the land within an agricultural preserve or farmland security zone and subject to contract.

E) "Farmland Security Zone" shall mean property that is designated on the "Important Farmlands" series maps prepared and maintained pursuant to Section 65570 of the Government Code as predominantly one or more of the following: (1)prime farmland ; (2) farmland of Statewide significance; (3)unique farmland; or, (4)farmland of local importance. If the property is in an area that is not designated on the "Important Farmland" series maps, the property shall qualify it is predominantly prime agricultural lands as defined in subdivision (c)of Section 51201 of the Government Code.

F) "Open Space Use" shall mean the use or maintenance of land in such a manner as to preserve its natural characteristics, beauty, or openness for the benefit and enjoyment of the public or to provide essential habitat for wildlife..

G) "Recreational Use" shall mean the use of land in its agricultural or natural state, by the public, with or without compensation, for any of the following: walking, hiking, camping, picnicking, swimming, boating, fishing, hunting, or other passive outdoor games for which facilities are provided for public participation.

H) "Wildlife Habitat" *shall mean an area of land or water designated by the Board of Supervisors and after consultation with the State Department of Fish and Game, as an area of great importance for the protection, preservation, and/or enhancement of the fish and wildlife resources of the State.*

2) OPEN SPACE SCREENING COMMITTEE

A) Creation of Committee. *An "open space screening committee" (hereinafter referred to as "the committee") is created which shall consist of three individuals, appointed by and serving at the pleasure of the Board of Supervisors for a term of one year, said term being automatically renewed for successive one year periods. The committee shall be composed of two (2) individuals whose livelihood or predominant source of income and/or employment is ranching, farming, or other related agricultural use within the County, and, one (1) individual of the general public at-large. There shall be advisory members to the committee who shall not vote on any matter before the committee but whom shall offer technical and professional guidance as may be necessary. These advisory members of the committee shall include the County Assessor, the County Planning Director, and the County Farm Advisor. The County Planning Director shall serve as Secretary of the committee and be responsible for the maintenance of meeting agendas, minutes, and other documents pertinent to the operation of the committee.*

B) Responsibilities of the Committee. *The committee shall serve in an advisory capacity to the Board of Supervisors and make reports and/or recommendations on matters pertaining to applications for the creation of agricultural preserves and farmland security zones and any contracts or amendments thereto. The committee shall also advise the Board of Supervisors as required and as requested on matters pertaining to the "Important Farmland" series mapping program and "Open Space Subvention" program, both which are administered by the California Department of Conservation. The Board of Supervisors may request recommendations from the committee on other matters related to County agricultural programs and issues from time to time.*

3) PROPERTY QUALIFICATIONS

It is the policy of the Board of Supervisors to approve agricultural preserves and farmland security zones which meet the following standards.

A. Land Use: Property must have a recent history of use primarily devoted to the production of food and fiber products for commercial agricultural purposes. Lands not having a recent history of agricultural use must be supported by a bona fide commitment to agricultural uses which is clearly evidenced by a material change of circumstances, substantial capital investment, recent availability of agricultural water, or other verifiable condition. The land in question must be devoted to the support of the County agricultural economy and/or to compatible uses permitted upon lands being considered for an agricultural preserve of a farmland security zone. Compatible uses in existence or allowed to continue if property is ultimately placed under contract shall not be in conflict, inconsistent with, or in violation of the underlying zoning district applicable to the property.

B. Minimum Acreages: The minimum acreage required to establish an agricultural preserve or farmland security zone is one hundred (100)acres and may consist of two (2)or more parcels if the parcels are contiguous or if they are in common ownership. Agricultural preserves or farmland security zones of less than one hundred (100)acres will be considered if the Board of Supervisors finds that the creation of a smaller agricultural preserve or farmland security zone is necessary due to the unique characteristics of the agricultural enterprise or for the general good of the County agricultural economy.

The minimum acreage required for horticulture, orchard, or aqua culture shall be ten (10)acres. The minimum acreage required for field crops, row crops, or irrigated pasture shall be eighty (80)acres. The minimum acreage required for grazing shall be one hundred sixty (160)acres. These minimums apply only to conditions of the land at the time of application and execution of a land conservation contract or farmland security zone contract. Land owners may change the type of agricultural use but at all times, subject to the compatible uses and acreage minimums established herein.

4) COMPATIBLE USES

A. Application. Compatible uses are uses determined to be compatible with the agricultural, recreational, open space, or wildlife habitat use of land within an agricultural preserve or farmland security zone, subject to contract. Compatible uses are permitted on lands within an agricultural preserve or farmland security zone, subject to contract, and shall not be inconsistent with or in violation of the'County General Plan or underlying County zoning designation applicable to the property. Compatible uses existing on a parcel to be included in an agricultural preserve or farmland security zone contract shall be particularly specified and included in the enabling resolution establishing the agricultural preserve or farmland security zone. The open space screening committee may propose adjustments to compatible uses as part of the committee report to the Board of Supervisors on any proposed contract creating an agricultural preserve of farmland security zone.

B. Uses Defined. The following uses of land are deemed compatible upon agricultural preserve or farmland security zone lands subject to contract:

1) Farming, ranching, horticulture, aqua culture, commercial livestock, dairying, poultry production, greenhouses, ware housing, drying-packaging-processing of agricultural commodities, and storage, if only pertinent to the agricultural use occurring on the land subject to contract.

2) Structures necessary and incidental to the agricultural use of the land subject to contract.

3) Single family dwellings incidental to the agricultural use of the land subject to contract, for the residence of the land owner and the family members of the land owner and/or the residence of the lessee of the land or the family of the lessee, which includes use of the residence as a "farm stay" or bed and breakfast.

4) Dwelling for persons employed by the land owner or lessee in the agricultural use of the land subject to contract.

5) Public or private fishing or hunting, including hunting or fishing clubs and accessory structures incidental to the agricultural use of the property subject to contract.

6) Public or private recreation, with or without compensation, for walking, hiking, picnicking, biking, riding, camping, swimming, boating, fishing, hunting, or other related outdoor activities

7) Run-of-the-river hydroelectric power plants incidental to the agricultural use of the property subject to contract.

8) A private aircraft landing strip, including helipads, pertaining to and being incidental to the agricultural use of the property subject to contract.

9) Removal of sand and gravel resources only when incidental to and for use upon the land subject to contract.

10) Retail stand and/or display for agricultural products or commodities produced on the land subject to contract.

11) Drilling, exploration, and or production of low-temperature geothermal resources including such structures and facilities as may be necessary to serve agricultural uses occurring on lands subject to contract or upon contiguous lands subject to contract.

12) Maintenance and minor alterations of existing gas, water, electrical, or communication utility facilities, not including new utility corridors, transmission facilities, or sub stations.

13) Disposal upon property subject to contract and use of non-hazardous sludge and fly ash by-products when such disposal and/or use is exclusively for the enhancement of the agricultural production of the affected lands.

14) Wildlife areas, educational or study areas, sanctuaries, or habitat enhancement and preservation areas

15) Flood Control measures

16) Equestrian centers, public riding or event arenas, when such facilities are clearly incidental to the agricultural use of the land subject to contract and is consistent with the agricultural uses of the contiguous lands in the immediate vicinity.

C. Amendment. The Board of Supervisors may add or delete compatible uses only after the following:

1) The Board of Supervisors receives a report and recommendation from the Open Space Screening Committee; and,

2 The Board of Supervisors finds that the proposed addition or deletion of a compatible use is consistent with the County General Plan and underlying County zoning designation; and,

3) The Board of Supervisors has prepared and adopted an environmental document as may be required for the proposed action; and,

4) The Board of Supervisors, after proper notice, has conducted a public hearing on the proposed alteration; and,

5) The Board of Supervisors finds that the proposed action is in the public interest and is consistent with the Land Conservation Act, the Farmland Security Zone program, and this policy.

5) APPLICATION PROCESS

A. Application Contents: The application process to initiate proceedings for agricultural preserves and farmland security zones under this policy shall be initiated by an individual land owner, using forms prepared and maintained by the County Planning Department. The County Planning Department shall be responsible for the administration and processing of applications. Applications shall be deemed complete when the following information is provided:

A) Original copy of application
B) Filed by September 1 of each year
C) Title company title report or lot book guarantee (current)for all property included on application
D) Legal description of property and assessor parcel numbers
E) Map of property
F) Names of all current property owner and all persons or entities having record, title interest in the property under application, including mailing addresses and telephone numbers (if corporation include name of corporation and signature of authorized officer; if partnership include the name of partnership and signatures of all general partners; and, if a trust include the name of the trust and signatures of all trustees)
G) Attorney-in-fact-If any person is acting as attorney-in-fact for the owner(s), the attorney in fact document must be recorded in Sierra County or must be submitted in proper form with the application.
H) List of all uses occurring on property (specific)and a written narrative in detail which shows how the property is being used for commercial agricultural purposes and uses compatible therewith, including carrying capacity and the rental history or income and expense history of the property.
I) Fee as required by resolution of the Board

B. Application Processing: The County Planning Department shall receive applications and administer this program in conformance with this resolution and applicable statutes. Once an application is received, a determination shall be made whether or not the application is complete and containing all required information in sufficient detail to allow the application review process to continue.

Upon determination that the application is complete, copies of the application shall be forwarded to the County Assessor and to the County

Farm Advisor for recommendations. The County Planning Department shall render a report as required by Government Code, Section 51234 and determining consistency with the County General Plan.

The County Planning Director shall call a meeting of the "Open Space Screening Committee" who shall make a report and recommendation to the Board of Supervisors whether or not an agricultural preserve or farmland security zone should be established.

The County Planning Director shall submit to the Board of Supervisors, a request that the matter be scheduled upon a meeting agenda as a public hearing to determine if an agricultural preserve or farmland security zone should be established and if a contract should be executed accordingly. Notice of the public hearing shall be provided as required by Government Code, Section 51230 and 51233.

The Board of Supervisors in reviewing this matter shall consider the report as to the conformity of the application with the County General Plan and any required compliance with the California Environmental Quality Act; the report and recommendation of the Open Space Screening Committee; and, any and all written or oral testimony offered during the public hearing. If the Board of Supervisors determines that an application should be granted, it shall adopt a resolution creating an agricultural preserve or a farmland security zone. The resolution shall contain findings supporting the creation of an agricultural preserve or farmland security zone; shall include a finding of authorized uses which are compatible with the agricultural uses within the agricultural preserve or farmland security zone; shall contain any uniform rules to be adopted for the administering of the agricultural preserve or farmland security zone; and, shall approve and direct the preparation of a land conservation contract or a farmland security zone contract.

The land conservation contract or the farmland security zone contract shall be effective on the last day of December, prior to the lien date of January first, of the succeeding year and shall provide for automatic renewal for a period of one (1)year. A land conservation contract shall be for a minimum

period of ten (10)years and a farmland security zone contract shall be for a minimum period of twenty (20)years.

The County Recorder shall record any executed land conservation contract or farmland security zone contract.

C. Contract Administration: Contracts approved for an agricultural preserve or farmland security zone shall be administered by the County Planning Department in conformance with this resolution and any applicable statute. The Planning Department shall maintain standard contracts for use by the Board of Supervisors for implementation of the Land Conservation Act (Williamson Act) or the Farmland Security Zone program.

All contracts shall be binding upon all current and any subsequent owners/transferees of any interest in real property subject thereto. Any notice of non-renewal shall be in a form approved by the County Planning Department and shall be recorded by the land owner with the County Recorder.

Contracts entered into under this policy shall be for the minimum periods as defined herein and shall restrict the use of land to commercial agricultural uses and to uses compatible therewith stated in the contract. The contract may not be canceled prior to the date of expiration y their own terms except as provided in the Land Conservation Act or Farmland Security Zone Act. The Board of Supervisors upon receiving a petition for cancellation shall place said request on its meeting agenda and shall determine if it wishes to consider the request. If the Board of Supervisors determines that it will consider the request, the matter shall be set for a public hearing. Notice of the hearing shall be given in conformance with Government Code Section 51230 and 51233. The open space screening committee shall report and make a recommendation on the request for cancellation which shall be considered by the Board of Supervisors prior to any action on the request for cancellation. The Board of Supervisors shall not approve any request for cancellation when it is not demonstrated by substantial evidence in the hearing record, that the requested cancellation

is consistent with the County General Plan; that the requested cancellation is in the public interest; that the findings as required by the Government Code have been made in the affirmative; and, the request has been evaluated as a project under the California Environmental Quality Act. A land owner may petition the Board of Supervisors to amend a contract entered into pursuant to the Land Conservation Act in order to simultaneously place all or a portion of the land subject to the land conservation contract under a new contract designating the property as a farmland security zone. Any remaining land that is not designated as a farmland security zone shall be retained in a land conservation contract .

Land located within a City sphere of influence shall not be included in a farmland security zone unless the creation of the farmland security zone has been expressly approved by resolution of the city with jurisdiction over the sphere of influence. Contracts establishing farmland security zones shall be administered in accordance with Government Code Section 51296 which imposes restrictions to local agencies, including school districts, on the use and/or acquisition of lands designated as a farmland security zone.

6) IMPORTANT FARMLANDS MAPPING PROGRAM

The important farmlands mapping program of the State of California, Department of Conservation shall be administered by the County Planning Department after review and recommendation of the Open Space Screening Committee.

7) OPEN SPACE SUBVENTION PROGRAM

The open space subvention program of the State of California, Department of Conservation shall be administered by the County Open Space Subvention Officer. The County Open Space Subvention Officer shall be the County Assessor who shall submit to the State of California, any and all reports necessary to obtain subvention funding for the County. The Open Space Subvention Officer shall maintain a map of all lands under enforceable restriction and may use the Open Space Screening Committee as deemed necessary to assist in administration of this program.

RESOLUTION NO. 2000-137
August 15, 2000

Adopted by the Board of Supervisors of the County of Sierra on the 15th day of August, 2000 by the following vote:

AYES: Supervisors Gutman, Huebner, Nunes, Mitchell, Whitley
NOES: None
ABSTAIN: None
ABSENT: None

CHAIRMAN
BOARD OF SUPERVISORS

ATTEST:

CLERK OF THE BOARD

APPROVED AS TO FORM:

COUNTY COUNSEL

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

MEETING DATE: September 1, 2020	**TYPE OF AGENDA ITEM:** ☒Regular ☐Timed ☐Consent

DEPARTMENT: Public Works and Transportation
APPROVING PARTY: Tim H. Beals, Director
PHONE NUMBER: 530-289-3201

AGENDA ITEM: Adoption of Urgency Ordinance adding Part 150, Chapter 11, Section 05 to Sierra County Code to implement weight restrictions on the Pearl Street (Hansen) Bridge, 13C0003, due to a crack in one of the timber stringers in the truss span of Bridge discovered by the Load Rating Branch, California Department of Transportation.

SUPPORTIVE DOCUMENTS ATTACHED: ☐Memo ☐Resolution ☐Agreement ☒Other
Draft Ordinance

BACKGROUND INFORMATION: A crack in one of the timber stringers in the truss span of the Pearl Street (Hansen) Bridge 13C0003 (Downie River) has been identified during the annual bridge inspection process. The crack is located at Timber Stringer #6 between Floor Beams 1 and 2 near the Bent 3 support. Caltrans' Load Rating Branch did an analysis and recommended to post the bridge for the following loads: Type 3 Truck = 20 Tons, Type 3S2 Truck = 32 Tons, and Type 3-3 Truck = 39 Tons. Signs have been ordered and are being installed. The bridge will be posted for the above loads until the deficiency is mitigated/supplemented to preserve the structure and ensure the safety of the traveling public.

FUNDING SOURCE: 031
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:

_____ _____

CLERK TO THE BOARD DATE

BOARD OF SUPERVISORS
COUNTY OF SIERRA
STATE OF CALIFORNIA

ORDINANCE NO. _____

IN THE MATTER OF ESTABLISHING WEIGHT LIMIT
ON PEARL STREET BRIDGE 13C0003

THE BOARD OF SUPERVISORS OF THE COUNTY OF SIERRA ORDAINS as follows:

Ordinance Section One:

As an Urgency Ordinance, Part 150, Chapter 11, Sections 150 of the Sierra County Code is hereby added to read as follows:

Chapter 11.05 BRIDGE USE

Sections:

11.05.150 Emergency Weight Limit on Pearl Street Bridge 13C0003

The use of Pearl Street Bridge, also known as Hansen Bridge, County Bridge Number 13C0003, is hereby restricted as follows:

a) Type 3 Truck restricted to 20 Tons
b) Type 3S2 Truck restricted to 32 Tons
c) Type 3-3 Truck restricted to 39 Tons

Ordinance Section Two:

This ordinance shall be an urgency ordinance effective upon adoption, and is necessary for the immediate protection of life, personal property and public lands from a structure which has been declared by the State of California, Department of Transportation to be in need of immediate restorative action. Before the expiration of fifteen (15) days after passage of this ordinance, it shall be published once with the names of the members of the Board of Supervisors voting for and against the ordinance in the Mountain Messenger, a newspaper of general circulation published in the County of Sierra, State of California.

Introduced and passed and adopted at a regular meeting of the Board of Supervisors held on the 1st day of September, 2020 by the following roll call vote, to wit:

AYES:
NOES:
ABSTAIN:
ABSENT:

COUNTY OF SIERRA

_____
JIM BEARD, CHAIRMAN
BOARD OF SUPERVISORS

ATTEST:

_____
HEATHER FOSTER
CLERK OF THE BOARD

APPROVED AS TO FORM:

_____
DAVID PRENTICE
COUNTY COUNSEL

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

MEETING DATE: September 1Σ 2020	**TYPE OF AGENDA ITEM:** ☒Regular ☐Timed ☐Consent

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?	**IS THIS ITEM ALLOCATED IN THE BUDGET?** ☐Yes ☒No
☐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:

_____ _____
CLERK TO THE BOARD DATE

08/17/2020

California COVID-19 Indicators – California Department of Public Health

County: Sierra

Cases	Deaths	Doubling Time
6	0	N/A

Domain	Classification Cutpoints	Classification	Value	Average Daily Change Over the Last 7 Days	Trend Bars
Elevated disease transmission					
Case rate per 100,000 population over 14 days (3 day lag)	More Concerning: >100; Moderately Concerning: 26-100; Less Concerning: <=25 **(County Monitoring List threshold = Case Rate >100 OR Case Rate >25 AND Positivity >8%)**	Moderately Concerning	96.3	0	
Overall testing positivity over 7 days (PCR only, 7 day lag)	More Concerning: >8%; Moderately Concerning: 3%-8%; Less Concerning: <3% **(County Monitoring List threshold = Case Rate >100 OR Case Rate >25 AND Positivity >8%)**	More Concerning	10.3%	1.48% ↑	
Average number of tests per day (per 100,000 population) over the past 7 days (with 7 day lag)	More Concerning: <150; Moderately Concerning: 150-199; Less Concerning: >=200 **(County Monitoring List threshold = <150)**	More Concerning	133	8.52 ↑	

County Data Monitoring List – Updated with backlogged data as of 8/16/20

- CDPH has updated our County Data Monitoring (CDM) list now that the recent backlog of data has been cleared.
- In order to consistently reflect the data and how the disease is impacting our communities, now that our data has been appropriately updated, and local health departments have processed the backlogged cases, we have updated our data (consistent with dates and methodologies outlined under Step 1: Active Data Monitoring https://www.cdph.ca.gov/Programs/CID/DCDC/Pages/COVID-19/CountyMonitoringDataStep1.aspx and retroactively updated the CDM list for each day over the entire period impacted.
    - We analyzed data from 7/25/2020 forward
- If a county would have moved off the CDM list during the time we had frozen the list, we are retroactively considering the first date after three consecutive days of being under the threshold for the CDM metrics as the appropriate date for being off of the list.
- Using the daily reported data for County Data Monitoring, 5 counties are now added to the list, and 1 county is off of the list with different effective dates. (See table)
    - Counties that have now been added to the list include: Amador, Calaveras, Inyo, Mendocino, and Sierra
    - The county that has been removed from the list includes: Santa Cruz
- Because there is a normal delay in reported cases (not associated with the recent backlog), it is unclear which counties would have been added solely due to resolving the backlog.
- Once a county appears on the County Monitoring List for three consecutive days, indoor operations in the sectors listed in Section 3 of the Order must close.
    - The July 13th order specifies that these indoor operations shall remain closed, even when a county is removed from the County Monitoring List, until the State Health Officer modifies the Order and authorizes re-opening.
    - See Schools Reopening Framework & IHE Guidance for information about Schools and IHE in these counties
    - The State of California is actively reassessing the July 13 order in light of evolving scientific evidence regarding disease transmission and the risk of transmission in different settings and will provide updates in the coming week
- Due to the recent freezing of this list between 8/1st and 8/16th, counties that are now on the monitoring list are allowed a 48 hour time period from this update to implement closures, new closures should be effective by 12:01am 8/19th.

County Data Monitoring List – Updated with backlogged data as of 8/16/20

Q: Are you retroactively applying cases and updating the County Monitoring List?
A: Yes. We have retroactively applied all the cases that were in the backlog. This means that we went back to the date of specimen collection and added the cases to the total number previously reported.

Q: How many counties have been removed from the County Data Monitoring list due to cases being retroactively applied?
A: There is one county, Santa Cruz, that has been removed from the County Data Monitoring List. As a reminder, we've set out criteria for counties that would have moved off the list during the time the list was frozen – they can come off after three consecutive days of being under the threshold for CDM metrics.

Q: What does it mean to come off the County Data Monitoring list?
A: After 14 consecutive days off the list, counties may begin to reopen schools. For all other sectors, the July 13 order specifies that the indoor operations of these sectors shall remain closed, even when a county is removed from the County Data Monitoring list, until the State Health Officer modifies the order and authorizes re-opening.

Q: How many counties have been added from the County Data Monitoring list due to cases being retroactively applied?
A: There are five counties that have been added to this list. This includes Amador, Calaveras, Inyo, Mendocino, and Sierra.

Q: What does this mean for the counties that have been added to the County Data Monitoring list?
A: Counties that are now on the list are allowed a 2 day time period from today to implement appropriate closures due to being on the list, new closures should be effective by 11:59pm August 19th.

		Elevated Disease Transmission		Increasing Hospitalization	Limited Hospital Capacity	
County	Testing rate per 100,000	Case rate per 100,000 (14 day)	Testing positivity (7 day)	COVID+ hospitalizations: % change	ICU beds (excl. NICU): % available	Ventilators: % available
Threshold	<150 per 100,000	>25 per 100,000	>8%	>10% AND >20 patients hospitalized	<20%	<25%
CA						
Alameda*	207.7	124.9				
Alpine	64.0			---	---	---
Amador*	266.6	225.8	9.0			
Butte*	202.0	153.8	10.9	13.2		
Calaveras*	162.2	103.9		---		
Colusa*	211.2	216.9	8.1		---	
Contra Costa*	211.8	133.0				
Del Norte	167.4					
El Dorado	118.2					
Fresno*	220.4	223.0	12.4		10.1	
Glenn*	219.5	132.9		---	---	
Humboldt	189.1					
Imperial*	213.3	247.8	12.5			
Inyo*	317.4	325.2	12.7			
Kern*	181.0	332.6	17.3		18.0	
Kings*	413.8	417.4	10.2			
Lake	158.8					
Lassen	756.0			---	---	
Los Angeles*	352.2	245.7				
Madera*	306.6	323.6	11.0			
Marin*	320.4	161.4				
Mariposa	214.3			---	---	
Mendocino*	256.8	178.7				
Merced*	233.0	521.9	16.7			
Modoc	208.1			---	---	
Mono*	322.3	136.1				
Monterey*	225.7	263.9	12.6			
Napa*	276.3	103.1				
Nevada	190.2					
Orange*	200.3	117.9				
Placer*	134.6					
Plumas	87.2			---	---	
Riverside*	169.2	205.8	11.2			
Sacramento*	158.9	139.4				
San Benito*	213.5	187.4	9.3			
San Bernardino*	212.9	235.2	12.0			
San Diego**	135.8					
San Francisco*	426.9	102.3			17.1	
San Joaquin*	177.2	230.7	11.4			
San Luis Obispo*	310.6	170.3				
San Mateo*	237.5	117.1		19.7		

Santa Barbara*	227.7	158.9				
Santa Clara*	304.2	124.8				
Santa Cruz	169.6					
Shasta	199.2					
Sierra*	133.0	96.3	10.3	---	---	---
Siskiyou	135.5			---		
Solano*	218.8	112.3		13.8	15.5	
Sonoma*	214.9	132.5		16.4	8.5	
Stanislaus*	192.2	313.5	16.2		9.5	
Sutter*	187.2	242.1	9.1	---	---	---
Tehama	182.3					
Trinity	169.0			---	---	
Tulare*	228.7	360.4	17.0		13.5	
Tuolumne	188.6					
Ventura*	239.0	134.7				
Yolo*	163.0	104.2				
Yuba*	154.6	224.5	11.2			

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

MEETING DATE: September 1, 2020	**TYPE OF AGENDA ITEM:** ☒Regular ☐Timed ☐Consent

DEPARTMENT: Auditor & Public Works
APPROVING PARTY: Tim H. Beals, Director; Van Maddox Auditor
PHONE NUMBER: 530-289-3286

AGENDA ITEM: Discussion and direction to staff on the use of Title III funds.

SUPPORTIVE DOCUMENTS ATTACHED: ☐Memo ☐Resolution ☐Agreement ☒Other

BACKGROUND INFORMATION:

FUNDING SOURCE:
GENERAL FUND IMPACT: No Additional 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 2015- _____ Agreement 2015- _____ Ordinance _____ Vote: Ayes: Noes: Abstain: Absent: ☐By Consensus

COMMENTS:

_____ _____
CLERK TO THE BOARD DATE

To: County of Sierra Board of Supervisors

Re: Title III

Attached is the federal law on Title III – County Funds. Section 302 (a) states the authorized uses. (1) Education of homeowners; (2) Reimbursements for emergency services on Federal Land; (3) Develop Community wildefire protections plans.

After the law, there is a history of how the Title III funds have been received, allocated and spent. The second page shows the amounts still allocated but not used and the amount of funds not allocate at this time.

There is the resolution showing the split between Title II funds and Title III.

Subsequent to this discussion the Board can choose to adopt resolution to fund the Sierra County Fire Safe Counsel or directly fund the communities of Sierra Brooks and Sierra City to develop community firewise plans, or direct staff to something ells.

TITLE III—COUNTY FUNDS

Sec. 301. Definitions

In this title:

(1) County funds

The term “county funds” means all funds an eligible county elects under section 7112(d) of this title to reserve for expenditure in accordance with this subchapter.

(2) Participating county

The term “participating county” means an eligible county that elects under section 7112(d) of this title to expend a portion of the Federal funds received under section 7112 of this title in accordance with this subchapter.

Sec. 302. Use

(a) Authorized uses

A participating county, including any applicable agencies of the participating county, shall use county funds, in accordance with this subchapter, only—

(1) to carry out activities under the Firewise Communities program to provide to homeowners in fire-sensitive ecosystems education on, and assistance with implementing, techniques in home siting, home construction, and home landscaping that can increase the protection of people and property from wildfires;

(2) to reimburse the participating county for search and rescue and other emergency services, including firefighting, that are—

(A) performed on Federal land after the date on which the use was approved under subsection (b);

(B) paid for by the participating county; and

(3) to develop community wildfire protection plans in coordination with the appropriate Secretary concerned.

(b) Proposals

A participating county shall use county funds for a use described in subsection (a) only after a 45-day public comment period, at the beginning of which the participating county shall—

(1) publish in any publications of local record a proposal that describes the proposed use of the county funds; and

(2) submit the proposal to any resource advisory committee established under section 7125 of this title for the participating county.

Sec 303. Certification

(a) In general

Not later than February 1 of the year after the year in which any county funds were expended by a participating county, the appropriate official of the participating county shall submit to the Secretary concerned a certification that the county funds expended in the applicable year have been used for the uses authorized under section 7142(a) of this title, including a description of the amounts expended and the uses for which the amounts were expended.

(b) Review

The Secretary concerned shall review the certifications submitted under subsection (a) as the Secretary concerned determines to be appropriate.

Sec. 304. Termination of authority

(a) In general

The authority to initiate projects under this subchapter terminates on September 30, 2012.

(b) Availability

Any county funds not obligated by September 30, 2013, shall be returned to the Treasury of the United States.

	Document		Authroizes	Paid	Deposits		
1/27/2009	DP#010874				85,924		
3/17/2009	Res. 2009-037	Update to Community Firesafe Plan					
4/7/2009	Res. 2009-047	Ammended 2009-037 to					
4/7/2009	Res. 2009-048	Funding Fire Council					
4/7/2009	Res 2009-049	Matching Funds Fire Protection Project					
7/7/2009	Res. 2009-115	Funding Fire Council	40,000				
7/7/2009	Res. 2009-114		45,924				
10/9/2009	Res. 2009-156	Defensible Space	10,000				
10/30/2009	AP00083247	Fire Safe Council		10,000			
1/13/2010	DP#012013				77,331		
1/18/2010	Res. 2011-003	Cal Fire Safe Match					
5/14/2010	AP00085856	Fire Safe Council		10,000			
11/2/2010	Res. 2010-194	Cal Fire Safe Match					
12/17/2010	AP00089084	Fire Safe Council		20,000			
1/10/2011	DP#013271				47,511		
8/12/2011	API001175	Fire Safe Council		6,232			
8/16/2011	Res. 2011-101	Fire Safe Council					
10/18/2011	Res. 2011-112	Fire Safe Council	50,000				
11/18/2011	API001652	Fire Safe Council		12,500		2011-107	
1/3/2012	Res. 2012-004	correcting 2011-003	25,500				
1/13/2012	API001811	Fire Safe Council		25,500			
1/17/2012	Res. 2012-010						
2/7/2012	CR002045				38,730		
3/6/2012	Res. 2012-022	Fire Safe Council	42,000				
3/9/2012	API002082	Fire Safe Council		4,792		2012-006	2011-074
4/6/2012	API002168	Fire Safe Council		4,167		2012-025	Monthly payments
4/27/2012	API002270	Fire Safe Council		4,168		2012-025	
		Deauthereized from 12-022	-20,000			Included in the $56,070 amount	
6/5/2012	Res. 2012-048	Fire Safe Council					
8/21/2012	Res. 2012-077	Fire Safe Council	56,070				
6/1/2012	API002385	Fire Safe Council		4,167		2012-025	
7/1/2012	API002533	Fire Safe Council		2,083		2012-025	
8/3/2012	API002675	Fire Safe Council		2,083		2012-025	
8/31/2012	API002792	Fire Safe Council		2,083		2012-025	
10/5/2012	API002942	Fire Safe Council		2,083		2012-025	
11/2/2012	API003084	Fire Safe Council		2,083		2012-025	
11/16/2012	API003137	Fire Safe Council		3,410		2012-127	
11/30/2012	API003170	Fire Safe Council		2,083		2012-025	
12/31/2012	API003261	Fire Safe Council		2,083		2012-025	
1/31/2013	CR003212				34,685		
2/1/2013	API003394	Fire Safe Council		2,083		2012-025	
3/1/2013	API003491	Fire Safe Council		2,083		2012-025	
3/29/2013	API003585	Fire Safe Council		2,083		2012-025	
4/5/2013	API003555	Fire Safe Council - 2009-114		259		2009-114	
5/3/2013	API003693	Fire Safe Council		2,083		2012-025	
5/31/2013	API003823	Fire Safe Council		2,083		2012-025	
7/5/2013	API003950	Fire Safe Council		2,083		2012-025	
7/16/2013	API003951	Returened		-2,082			
12/17/2013	Res 2013-120	Airport	2,000				
12/17/2013	J13 12 24	Airport		2,000		2013-120	
10/70/2013	API0004292	SVFD		1,650		2009-114	
11/8/2013	API0004430	SVFD		3,613		2009-114	
1/21/2014	Res 2014 009	Road Fund	1,659			2014-009	
1/3/2014	API0004591	SVFD		1,800		2009-114	
2/14/2014	API0004731	SVFD		613		2009-114	
12/17/2013	Res 2013-117		34,685				
4/17/2014	DP#5112				31,248		
3/3/2014	J14 03 21	Sierra City Fire		14,250		2013-117	
4/11/2014	API004926	SVFD		5,657		2009-114	
5/9/2014	API005523	SVFD		4,723		2009-114	
6/30/2014	API005726	SVFD		4,844		2009-114	
9/12/2014	API005987	SVFD		5,423		2009-114	
10/24/2014	API006126	SVFD		1,000		2009-114	
11/7/2014	API006205	SVFD		5,025		2009-114	
8/22/2014	API005913	MTM Notice		38			
11/4/2014	Res 2014-104	Socioecon Analysis WildFires	1,000			2014-104	
10/1/2014	J14 12 08	Road Fund		1,659		2014-009	
12/16/2014	Res 2014-115		20,000			2014-115	

12/17/2014	API006346			20,000		2014-115
1/1/2015	JV003432	Add Cost		693		
1/9/2015	API006407	SCFPD#1		1,700		
3/27/2015	API006677	Sierra Fire Safe Counsel		420		
5/19/2015	Res 2015-051	Debris Removal	12,000			2015-051
3/31/2015	J15 03 57			12,000		
5/8/2015	API006807	Socioecon Analysis WildFires		1,000		
6/5/2015	API0107205	SCFPD#1		5,513		
6/18/2015	CR006996				29,163	
2/15/2016	Res 2016-010	Authorized Fire & Rescue	29,163			
12/11/2015	API007531	Storage		576		
2/19/2016		API007770		599		
4/13/2016	CR008598				29,792	
5/18/2016	J16 05 17	Sierra City File		14,012		
5/18/2016	J16 04 35	Solid Waste		10,000		
6/21/2016	Res 2016-066	Authorized Road Dept	29,792			
	J16 06 65			29,792		
7/8/2016		API008236		393		
10/11/2016	J16 10 08	Res 2016-097 zero 12-022 add to 16-010		15,708		
1/20/2017		Pliocene Ridge CSD Resque services		6,750		
10/28/2017	API008680	Fire Safe		781		
4/7/2017	API009213	Fire Safe		193		
9/29/2017	API009828	Fire Plan Final payment		4,296		
10/6/2017	API009841	Fire Safe Counsel		1,121		
11/17/2017	API010004	Pliocene Ridge CSD Resque services		2,250		
1/12/2018	API010169	SCFPD#1		15,161		
5/18/2018	API0010618	Fire Safe		552		
6/4/2018	API0010662	Fire Safe Dump Traier		13,144		
6/1/2018		Deposit CR012069			25,778	
6/30/2018	API010831	Fire Safe Counsel operate Dump Trailer		2,367		
9/14/2018	API011036	Fire Safe Counsel operate Dump Trailer		683		
10/16/2018		Authorization 2018-116	2,281			
4/5/2019	API0011692	Fire Safe Counsel operate Dump Trailer		3,633		
5/10/2019					24,529	
6/14/2019					24,529	
6/21/2019	API0011596			750		
9/27/2019	API012296	Fire Safe Counsel operate Dump Trailer		223		
4/7/2020	API012907	Fire Safe Counsel Dump Trailer		2,036		
5/8/2020	API012955	SCFPD#1		2,539		
4/17/2020	CR015035				23,788	

382,074	351,370	473,006	121,636	Calculated Balance
Authorized	Spent	Received		
			124,838	Cash per Books
			3,202	

	Remaining Balance	
Res. 09-115 Fire Council	0	Funded the Activities of the Fire Safe Counsel
Res. 09-114 Fire Plan	0	Sierra Valley Fire District Update Fire Plan
Res. 09-156 Defensible Space	0	Solid Waste Defensible Space
Res. 11-112 Fire Council	0	Funded the Activities of the Fire Safe Counsel
Res. 12-004 Matching funds	0	to the California Fire Safe Counsel
Res. 12-022 Matching funds	0	This is free since the Grant was not received
Res. 12-077 Fire Council	25,903	Sierra Fire Safe Counsel
Res. 13-117 Fire Departments	0	All Fire Departments
Res 2013-120 Airport	0	Reimbursed County for costs Sierrraville Fire Incident
Res 2014-014	0	Calpine Reservoir
Res 2014-009	0	Reimburse Road Fund
Res 2015-051	0	Debris Removal
Res 2016-010	311	All Fire Departments
Res 2016-066	0	Debris Removal
Res 2018-116	2,281	Upper North Yuba River Health and Resilience Project
	28,495	

BOARD OF SUPERVISORS
COUNTY OF SIERRA
STATE OF CALIFORNIA

RESOLUTION ESTABLISHING ALLOCATION AMOUNTS UNDER THE – REAUTHORIZATION OF THE SECURE RURAL SCHOOLS AND COMMUNITY SELF-DETERMINATION ACT OF 2000 FOR ALLOCATION TO LOCAL PROJECTS UNDER TITLE II & TITLE III

Resolution No. 2013-121

Whereas forest counties having United States National Forests within their boundaries have received Forest Reserve payments for roads and schools under the terms of the Agricultural Reapportionment Act of 1908; and

Whereas these receipts were a regular but cyclical source of revenue for schools and counties during most of the last century; and

Whereas federal land policies during the past decade have shifted away from multiple use land management; and

Whereas Congress has recognized that these policy shifts have negatively impacted local communities and the health of our National Forests; and

Whereas Congress has passed PL 112-141 – which reauthorizes the Secure Rural Schools and Community Self-Determination act of 2000 for federal fiscal year 2013; and

Whereas PL 112-141 makes provisions for counties to receive a share of the Secure Rural Schools state payment for one year with either 15% or 20% of these funds being allocated to projects which would enhance the health and safety of U.S. National Forests.

Now Therefore Be It Resolved that Sierra County elects to receive their county share of the Secure Rural Schools state payment under the provisions of PL 112-141, hereby intends to allocate its' designated project funds for 2013-2014 in the following proportions:

Title II funds - 11.5%
Title III funds - 3.5%

Be it further Resolved that this election be communicated to the Governor of the State of California and the USDA Forest Service prior to December 31, 2013.

Adopted by the Board of Supervisors of the County of Sierra, State of California on the 17th day of December, 2013, by the following vote:

AYES: Supervisors.. Adams,Huebner,Roen,Beard,Schlefstein
NOES: None
ABSTAIN: None
ABSENT: None

COUNTY OF SIERRA

SCOTT SCHLEFSTEIN, CHAIRPERSON
BOARD OF SUPERVISORS

ATTEST:

HEATHER FOSTER
CLERK OF THE BOARD

APPROVED AS TO FORM:

JAMES A. CURTIS
COUNTY COUNSEL

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

MEETING DATE:	**TYPE OF AGENDA ITEM:**
September 1, 2020	☒Regular ☐Timed ☐Consent

DEPARTMENT: Auditor & Public Works
APPROVING PARTY: Tim H. Beals, Director; Van Maddox Auditor
PHONE NUMBER: 530-289-3286

AGENDA ITEM: Resolution of intent use of Title III funds for the development of the Sierra Brooks Community Firewise Plan.

SUPPORTIVE DOCUMENTS ATTACHED: ☐Memo ☒Resolution ☐Agreement ☐Other

BACKGROUND INFORMATION:

FUNDING SOURCE:
GENERAL FUND IMPACT: No Additional General Fund Impact
OTHER FUND: Title III
AMOUNT: $ N/A

ARE ADDITIONAL PERSONNEL REQUIRED?	**IS THIS ITEM ALLOCATED IN THE BUDGET?** ☒Yes ☐No
☐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 2015- _____ Agreement 2015- _____ Ordinance _____ Vote: Ayes: Noes: Abstain: Absent: ☐By Consensus

COMMENTS:

_____ _____
CLERK TO THE BOARD DATE

Sierra Brooks Firewise Community Volunteer Group
PO Box 1061
Loyalton, CA 96118
(707) 337-7610

August 31, 2020

Mr. Van Maddox
Sierra County Auditor
PO Box 425
Downieville, CA 95936

RE: Title III Fund Request for Sierra Brooks

Dear Mr. Maddox,

On behalf of the Sierra Brooks Firewise Volunteer group, I would like to submit this letter as a request for Title III funding in the amount of $20,000. It is our plan to designate $7,500 towards community outreach and education, $9,500 towards reflective address signage and installation to properly identify property addresses within Sierra Brooks and $3,000 towards community defensible space cleanup events to be held over the next 2 years. The funding will be applied to the reimbursement of invoices directly related to these identified expenditures that the Sierra Brooks Firewise Volunteer Group is making in an effort to establish a Firewise Community.

We are working with Ryan Tompkins from UCCE to receive assistance in creating an Action Plan for Sierra Brooks and have already established and initiated work meetings to move forward. Additionally, we have a meeting scheduled on September 8th with a local non-profit to seek assistance in the administration of these funds.

It is our intentions, by the next designated Sierra County Board of Supervisors meeting, that we will be able to provide you with a detailed budget and proof of partnership with a Sierra County non-profit to administer the funding. Please do not hesitate to reach out should you have any questions and thank you for your consideration.

Sincerely,

Victoria Russell-Fisher
vrrfisher@gmail.com
(707) 337-7610

BOARD OF SUPERVISORS, COUNTY OF SIERRA, STATE OF CALIFORNIA

**IN THE MATTER OF DECLARING INTENT
TO ALLOCATE TITLE III FUNDS FOR
DEVELOPMENT OF COMMUNITY FIREWISE PLAN FOR THE
COMMUNUTY OF SIERRA BROOKS COMMUNITY FIREWISE PLAN**

RESOLUTION 2020-

WHEREAS, The Sierra County Board of Supervisors has Title III allocation from the reauthorization of the Secure Rural Schools and Community Self Determination Act of 2000; and,

WHEREAS, Section 300 of HR1424 provides specific procedures for the Board of Supervisors to follow in considering an allocation of Title III funds; and,

WHEREAS, the Sierra County Board of Supervisors has proposed use of Title III funds in the total amount of $ _____ for costs for Community Firewise Plan in the community of Sierra Brooks in order to increase protection of people and property, including adjacent federal lands, around the community of Sierra Brooks in response to the current proclamation of local emergency due to wildfire danger severity as proclaimed in Board Resolution 2014-066.

NOW THEREFORE BE IT RESOLVED that the Board of Supervisors of the County of Sierra declares its intent to allocate $_____ in Title III funds from the "Reauthorization of the Secure Rural Schools and Community Self Determination Act of 2000" (PL 110-343) as described above and directs the Director of Transportation to perform the following actions:

1) Publish a legal notice advising the public that comments will be received by the Board of Supervisors on a proposed allocation of funds for the specified purpose for a period not to be less than 45 days as required by Section 302 of HR1424; and,

2) Submit the proposal to the Sierra County Resource Advisory Committee as required by Section 302 of HR1424; and

3) Prepare and present for approval of this Board of Supervisors after a 45 day comment period, a resolution approving the funding of Title III funds for the stated purpose.

ADOPTED by the Board of Supervisors of the County of Sierra on the 1st day of Septembert, 2020 by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

COUNTY OF SIERRA

_____
JAMES BEARD
CHAIRMAN, BOARD OF SUPERVISORS

ATTEST:

_____
HEATHER FOSTER
CLERK OF THE BOARD

APPROVED AS TO FORM:

_____
DAVID PRENTICE
DEPUTY COUNTY COUNSEL

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

MEETING DATE: September 1, 2020	**TYPE OF AGENDA ITEM:** ☒ Regular ☐ Timed ☐ Consent

DEPARTMENT: Auditor & Public Works
APPROVING PARTY: Tim H. Beals, Director; Van Maddox Auditor
PHONE NUMBER: 530-289-3286

AGENDA ITEM: Resolution of intent use of Title III funds for the development of the Sierra City Community Firewise Plan.

SUPPORTIVE DOCUMENTS ATTACHED: ☐ Memo ☒ Resolution ☐ Agreement ☐ Other

BACKGROUND INFORMATION:

FUNDING SOURCE:
GENERAL FUND IMPACT: No Additional General Fund Impact
OTHER FUND: Title III
AMOUNT: $5,000 N/A

ARE ADDITIONAL PERSONNEL REQUIRED? ☐ Yes, -- -- ☒ No	**IS THIS ITEM ALLOCATED IN THE BUDGET?** ☒ Yes ☐ No **IS A BUDGET TRANSFER REQUIRED?** ☐ Yes ☒ No

SPACE BELOW FOR CLERK'S USE

BOARD ACTION: ☐ Approved ☐ Approved as amended ☐ Adopted ☐ Adopted as amended ☐ Denied ☐ Other ☐ No Action Taken	☐ Set public hearing For: _____ ☐ Direction to: _____ ☐ Referred to: _____ ☐ Continued to: _____ ☐ Authorization given to: _____	Resolution 2015- _____ Agreement 2015- _____ Ordinance _____ Vote: Ayes: Noes: Abstain: Absent: ☐ By Consensus

COMMENTS:

_____ _____
CLERK TO THE BOARD DATE

BOARD OF SUPERVISORS, COUNTY OF SIERRA, STATE OF CALIFORNIA

**IN THE MATTER OF DECLARING INTENT
TO ALLOCATE TITLE III FUNDS FOR
DEVELOPMENT OF COMMUNITY FIREWISE PLAN FOR THE
COMMUNITY OF SIERRA CITY COMMUNITY FIREWISE PLAN**

RESOLUTION 2020-

WHEREAS, The Sierra County Board of Supervisors has Title III allocation from the reauthorization of the Secure Rural Schools and Community Self Determination Act of 2000; and,

WHEREAS, Section 300 of HR1424 provides specific procedures for the Board of Supervisors to follow in considering an allocation of Title III funds; and,

WHEREAS, the Sierra County Board of Supervisors has proposed use of Title III funds in the total amount of $5,000 for costs for Sierra City Community Firewise Plan in order to increase protection of people and property, including adjacent federal lands, around the communities of Sierra City in response to the current proclamation of local emergency due to wildfire danger severity as proclaimed in Board Resolution 2014-066.

NOW THEREFORE BE IT RESOLVED that the Board of Supervisors of the County of Sierra declares its intent to allocate $5,000.00 in Title III funds from the "Reauthorization of the Secure Rural Schools and Community Self Determination Act of 2000" (PL 110-343) as described above and directs the Director of Transportation to perform the following actions:

1) Publish a legal notice advising the public that comments will be received by the Board of Supervisors on a proposed allocation of funds for the specified purpose for a period not to be less than 45 days as required by Section 302 of HR1424; and,

2) Submit the proposal to the Sierra County Resource Advisory Committee as required by Section 302 of HR1424; and

3) Prepare and present for approval of this Board of Supervisors after a 45 day comment period, a resolution approving the funding of Title III funds for the stated purpose.

ADOPTED by the Board of Supervisors of the County of Sierra on the 1st day of Septembert, 2020 by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

COUNTY OF SIERRA

_____
JAMES BEARD
CHAIRMAN, BOARD OF SUPERVISORS

ATTEST:

_____
HEATHER FOSTER
CLERK OF THE BOARD

APPROVED AS TO FORM:

_____
DAVID PRENTICE
DEPUTY COUNTY COUNSEL

SIERRA CITY FIRE DISTRICT
PO BOX 516
SIERRA CITY, CA 96125
(530) 862-1133

August 8, 2020

Mr. Van Maddox

Sierra County Auditor

Post Office Box

Downieville, CA 95936

RECEIVED

AUG 10 2020

SIERRA COUNTY AUDITOR

RE: Title III Fund Request

Dear Mr. Maddox:

Please accept this letter as a request to sign an ROP on our behalf, for Title III funding in the amount of $5,000.00 to be presented to the Board of Supervisors at the next available meeting. Said funding will be used and invoices submitted for costs associated with establishing a fire wise community within the District, and specifically the City of Sierra City

Enclosed herewith is a copy of the Fire District meeting minutes wherein this request was approved by the Commission. Do not hesitate to contact us if you require any further information, or background information.

Very truly yours,

Malcolm Cooper, Commission Chair

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

MEETING DATE: September 1, 2020	**TYPE OF AGENDA ITEM:** ☒ Regular ☐ Timed ☐ Consent

DEPARTMENT: Auditor & Public Works
APPROVING PARTY: Tim H. Beals, Director; Van Maddox Auditor
PHONE NUMBER: 530-289-3286

AGENDA ITEM: Resolution of intent use of Title III funds for the development of the Sierra County Communities Firewise Plan thru the Sierra County Fire Safe Counsel.

SUPPORTIVE DOCUMENTS ATTACHED: ☐ Memo ☒ Resolution ☐ Agreement ☐ Other

BACKGROUND INFORMATION:

FUNDING SOURCE:
GENERAL FUND IMPACT: No Additional General Fund Impact
OTHER FUND: Title III
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 2015- _____ Agreement 2015- _____ Ordinance _____ Vote: Ayes: Noes: Abstain: Absent: ☐ By Consensus

COMMENTS:

_____ _____
CLERK TO THE BOARD DATE

BOARD OF SUPERVISORS, COUNTY OF SIERRA, STATE OF CALIFORNIA

**IN THE MATTER OF DECLARING INTENT
TO ALLOCATE TITLE III FUNDS FOR
DEVELOPMENT OF COMMUNITY FIREWISE PLAN FOR THE
COMMUNITIES OF SIERRA COUNTY COMMUNITY FIREWISE PLAN**

RESOLUTION 2020-

WHEREAS, The Sierra County Board of Supervisors has Title III allocation from the reauthorization of the Secure Rural Schools and Community Self Determination Act of 2000; and,

WHEREAS, Section 300 of HR1424 provides specific procedures for the Board of Supervisors to follow in considering an allocation of Title III funds; and,

WHEREAS, the Sierra County Board of Supervisors has proposed use of Title III funds in the total amount of $ _____ for costs for Community Firewise Plan in the communities of Sierra County in order to increase protection of people and property, including adjacent federal lands, around the communities of Sierra County in response to the current proclamation of local emergency due to wildfire danger severity as proclaimed in Board Resolution 2014-066.

NOW THEREFORE BE IT RESOLVED that the Board of Supervisors of the County of Sierra declares its intent to allocate $_____ in Title III funds from the "Reauthorization of the Secure Rural Schools and Community Self Determination Act of 2000" (PL 110-343) as described above and directs the Director of Transportation to perform the following actions:

1) Publish a legal notice advising the public that comments will be received by the Board of Supervisors on a proposed allocation of funds for the specified purpose for a period not to be less than 45 days as required by Section 302 of HR1424; and,

2) Submit the proposal to the Sierra County Resource Advisory Committee as required by Section 302 of HR1424; and

3) Prepare and present for approval of this Board of Supervisors after a 45 day comment period, a resolution approving the funding of Title III funds for the stated purpose.

ADOPTED by the Board of Supervisors of the County of Sierra on the 1st day of Septembert, 2020 by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

COUNTY OF SIERRA

_____
JAMES BEARD
CHAIRMAN, BOARD OF SUPERVISORS

ATTEST:

_____
HEATHER FOSTER
CLERK OF THE BOARD

APPROVED AS TO FORM:

_____
DAVID PRENTICE
DEPUTY COUNTY COUNSEL

MASTER AGREEMENT FOR FUNDING FIREWISE COMMUNITY PROJECTS TO BE UNDERTAKEN BY THE SIERRA COUNTY FIRESAFE AND WATERSHED COUNCIL

THIS MASTER AGREEMENT ("Agreement") dated September 4, 2012, is made and entered into by and between the County of Sierra, a political subdivision of the State of California (the "COUNTY"), and the Sierra County Firesafe and Watershed Council, a California non-profit corporation, (the "COUNCIL"), for the purpose of carrying out activities under the Firewise Communities program to provide to homeowners in fire-sensitive ecosystems education on, and assistance with implementing, techniques in home siting, home construction, and home landscaping that can increase the protection of people and property from wildfires, which activities are to be undertaken by the COUNCIL on private properties within Sierra County, for the purpose of enhancing fire safety to the COUNTY and its residents.

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

2. TERM.

Commencement Date: September 4, 2012

Termination Date: December 31, 2014

3. PAYMENT.

COUNTY shall pay COUNCIL 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 COUNCIL for services rendered pursuant to this Agreement. COUNCIL 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.

COUNCIL 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 COUNCIL 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.

7. DESIGNATED REPRESENTATIVES.

Van Maddox is the designated representative of the COUNTY and will administer this Agreement for the COUNTY. Mike Freschi is the authorized representative for COUNCIL. 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

9. AGREEMENT DATE.

The Agreement Date is September 4, 2012

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

"COUNTY"

By _____
PETER HUEBNER, CHAIRMAN

"COUNCIL"

_____
MICHAEL FRESCHI

TAXPAYER I.D. NUMBER

ATTEST:

_____
HEATHER FOSTER
Clerk of the Board

APPROVED AS TO FORM:

_____
JAMES A. CURTIS
County Counsel

ATTACHMENT A

A.1 SCOPE OF SERVICES AND DUTIES.

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

COUNCIL shall undertake and complete projects that are consistent with the use of Title III funding, as provided to the County under the provisions of the reauthorized Secure Rural Schools and Community Self-Determination Act (Public Law 110-343), which carry out activities under the Firewise Communities program to provide homeowners in fire-sensitive ecosystems education on, and assistance with implementing, techniques in home siting, home construction, and home landscaping that can increase the protection of people and property from wildfires.

Under this Master Agreement, COUNCIL shall submit specific proposals to the COUNTY for projects that carry out activities under the Firewise Communities program. Projects to be funded must be consistent with the intent for use of Title III funds as generally addressed in the Report to the Committee on Energy and Natural Resources, U.S. Senate, by the United States Government Accountability Office – GAO Report 12-775 (GAO-12-775). Project specific proposals describing the proposed activities and containing a budget shall be submitted to the County Auditor for review as to whether the project is appropriate for use of Title III funds, and if approved by the Auditor, the project proposal shall be submitted to the Board of Supervisors for their consideration. Action by the Board approving any specific project shall require approval of an Addendum to this Master Agreement which shall be substantially in the form as shown in Exhibit "A", as attached hereto.

A.2. TIME SERVICES RENDERED.

Work will begin immediately upon execution of this Agreement by the County. Thereafter, COUNCIL shall perform services in a diligently and timely manner. All project work must be completed December 31, 2014.

A.3. MANNER SERVICES ARE TO BE PERFORMED.

As an independent COUNCIL, COUNCIL 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.

(None)

Exhibit "A"

ADDENDUM TO MASTER AGREEMENT
FOR FIREWISE COMMUNITY PROJECT

This Addendum Agreement is made for the purpose of implementing a Firewise Community Project referred to as _____, consisting of the following activities: (Detailed project description required – attach exhibit if needed)

WHEREAS, in accordance with the provisions of the **Master Agreement For Funding Firewise Community Projects To Be Undertaken By The Sierra County Firesafe And Watershed Council,** referenced as Sierra County Agreement No. 2012-108, the Fire Safe & Watershed Council (Council) is proposing to use and expend Title III funds to undertake the above project in a manner that is consistent with the funding provisions under the reauthorized Secure Rural Schools and Community Self-Determination Act (Public Law 110-343), and

WHEREAS, the Council has provided a budget for the proposed fuel reduction program as attached hereto.

NOW THEREFORE, based on the foregoing the Board of Supervisors hereby authorizes the expenditure of funds in accordance with the attached budget for the above referenced project.

"COUNTY"

By _____
CHAIRMAN OF BOARD

"COUNCIL"

_____
MIKE FRESCHI

ATTEST:

_____
HEATHER FOSTER
Clerk of the Board

ATTACHMENT B

PAYMENT

COUNTY shall pay COUNCIL as follows:

B.1 BASE CONTRACT FEE.

COUNTY shall provide funding to the COUNCIL for the specific fuel removal projects to be undertaken in accordance with a budget for each project, as approved by COUNTY, which budget shall submitted for COUNTY review and approval as an Addendum to this Master Agreement. Any such budget shall reflect all costs to be reasonably incurred as part of the specific fuels removal project. In addition to the specific costs for each project, COUNCIL shall be entitled to an administrative fee not to exceed ten percent (10%) of the costs of each project, which fee shall compensate COUNCIL for identifying, planning, negotiating and administering the individual fuel removal projects and the contracts pertaining thereto.

B.2 REPORTS

Within sixty(60) days of the completion of each Firewise Community project as approved by an Addendum to this Master Agreement, COUNCIL shall file a written report with the County Board of Supervisors detailing the work accomplished and a providing a final and detailed accounting of all funds expended for each specific project.

B.3 MAXIMUM FUNDING

In no event shall the funding under this Agreement exceed the sum of $56,070.00.

ATTACHMENT C

(None)

ATTACHMENT D

GENERAL PROVISIONS

D.1 INDEPENDENT COUNCIL. For all purposes arising out of this Agreement, COUNCIL shall be an independent COUNCIL and COUNCIL and each and every employee, agent, servant, partner, and shareholder of COUNCIL (collectively referred to as "The COUNCIL") 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 COUNCIL, the following shall apply:

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

D.1.2 COUNCIL 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 COUNCIL in fulfillment of the requirements of this Agreement.

D.1.3 COUNCIL 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 COUNCIL is not, and shall not be, entitled to receive from or through COUNTY, and COUNTY shall not provide or be obligated to provide the COUNCIL 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 COUNCIL shall not be entitled to have COUNTY withhold or pay, and COUNTY shall not withhold or pay, on behalf of the COUNCIL 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 COUNCIL shall not be entitled to participate in, or receive any benefit from, or make any claim against any COUNTY fringe benefit program including, but not limited to, COUNTY's pension plan, medical and health care plan, dental plan, life insurance plan, or other type of benefit program, plan or coverage designated for, provided to, or offered to COUNTY's employees.

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

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

D.1.9 COUNCIL 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. COUNCIL represents and warrants to COUNTY that it has all licenses, permits, qualifications, and approvals of whatsoever nature which are legally required for COUNCIL to practice its profession. COUNCIL represents and warrants to COUNTY that COUNCIL 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 COUNCIL 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. COUNCIL shall devote such time to the performance of services pursuant to this Agreement as may be reasonably necessary for the satisfactory performance of COUNCIL'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, COUNCIL 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 COUNCILs as additional insured (hereinafter referred to as "the insurance"). The insurance shall contain the coverage indicated by the checked items below.

x **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; COUNCIL shall insure both COUNTY and COUNCIL against any liability arising under or related to this Agreement.

___ **D.5.1.2** During the term of this Agreement, COUNCIL 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).

x **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.

x **D.5.1.4** Workers' Compensation Insurance coverage for all COUNCIL employees and other persons for whom COUNCIL 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 COUNCIL 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 COUNCIL's financial resources as it may see fit.

D.5.6 Prior to COUNCIL rendering services provided by this Agreement, and immediately upon acquiring additional insurance, COUNCIL 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 COUNCIL shall not render services under the terms and conditions of this Agreement unless each type of insurance coverage and endorsement is in effect and COUNCIL has delivered the certificate(s) of insurance to COUNTY as previously described. If COUNCIL 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 COUNCIL to COUNTY upon demand. The policies of insurance provided herein which are to be provided by COUNCIL 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, COUNCIL 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 COUNCIL'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 COUNCIL, 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, COUNCIL shall be responsible for the SECONDARY PARTIES' acts and satisfactory performance of the terms and conditions of this Agreement.

D.6 INDEMNITY. COUNCIL 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 COUNCIL in the performance of services rendered under this Agreement by COUNCIL, or any of COUNCIL's officers, agents, employees, COUNCILs, or subcontractors.

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

D.8 ASSIGNMENT PROHIBITED. COUNCIL 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. COUNCIL 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 COUNCIL to perform services pursuant to this Agreement, COUNCIL 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. COUNCIL 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 COUNCIL is engaged. All products of whatsoever nature which COUNCIL 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 COUNCIL'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. COUNCIL hereby grants to the COUNTY the authority to deduct from any payments to COUNCIL any COUNTY imposed taxes, fines, penalties and related charges which are delinquent at the time such payments under this Agreement are due to COUNCIL.

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

D.13.1.1 COUNCIL 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.13.1.2 COUNTY shall pay COUNCIL the reasonable value of services rendered by COUNCIL to the date of termination pursuant to this Agreement not to exceed the amount documented by COUNCIL and approved by COUNTY as work accomplished to date; provided, however, that in no event shall any payment hereunder exceed One Thousand Dollars ($1,000). Further provided, however, COUNTY shall not in any manner be liable for lost profits which might have been made by COUNCIL had COUNCIL completed the services required by this Agreement. In this regard, COUNCIL 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 COUNCIL. In the event of a dispute as to the reasonable value of the services rendered by COUNCIL, 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.13.2 COUNCIL may terminate its services under this Agreement upon thirty (30) working days written notice to the COUNTY, without liability for damages, if COUNCIL is not compensated according to the provisions of the Agreement or upon any other material breach of the Agreement by COUNTY, provided that COUNCIL 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 COUNCIL agrees to deliver reproducible copies of such documents to COUNTY on completion of the services hereunder. The COUNTY agrees to indemnify and hold COUNCIL 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 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 COUNCIL disagree with such adjustment, they reserve the right to contest such adjustment and/or to request corrective amendment.

D.19 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.20 DEFINITIONS. Unless otherwise provided in this Agreement, or unless the context otherwise requires, the following definitions and rules of construction shall apply herein.

D.20.1 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.20.2 MANDATORY AND PERMISSIVE. "Shall" and "will" and "agrees" are mandatory. "May" is permissive.

D.21 TERM INCLUDES EXTENSIONS. All references to the term of this Agreement or the Agreement Term shall include any extensions of such term.

D.22 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.23 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.24 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.25 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.26 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.27 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.28 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.29 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.30 TIME IS OF THE ESSENCE. Time is of the essence of this Agreement and each covenant and term herein.

D.31 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.32 CORPORATE AUTHORITY. If COUNCIL 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 COUNCIL is a corporation, COUNCIL 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.33 CONFLICT OF INTEREST.

D.33.1 LEGAL COMPLIANCE. COUNCIL 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.33.2 ADVISEMENT. COUNCIL 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.33.3 ADMONITION. Without limitation of the covenants in subparagraphs D.34.1 and D.34.2, COUNCIL 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 COUNCIL 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 COUNCIL or any business firm in which COUNCIL has an interest of any type, with certain narrow exceptions.

D.34 NONDISCRIMINATION. During the performance of this Agreement, COUNCIL shall not unlawfully discriminate against any employee of the COUNCIL 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. COUNCIL 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. COUNCIL 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. COUNCIL 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. COUNCIL shall give written notice of its obligations under this clause to any labor agreement. COUNCIL shall include the non-discrimination and compliance provision of this paragraph in all subcontracts to perform work under this Agreement.

D.35 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.36 TAXPAYER I.D. NUMBER. The COUNTY shall not disburse any payments to COUNCIL pursuant to this Agreement until COUNCIL supplies the latter's Taxpayer I.D. Number or Social Security Number (as required on the line under COUNCIL's signature on page 2 of this Agreement).

D.37 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":
Department of Planning
County of Sierra
Post Office Box 530
Downieville, CA 95936

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

If to "COUNCIL":
Sierra County Fire Safe and Watershed Council, Inc.
P.O. Box 210
Calpine, CA 96124

ATTACHMENT E

_____
(Taxpayers I.D. or Social Security No.)

County of Sierra
Auditor's Office
Post Office Box 425
Downieville, California 95936

Our File No. _____

Re:_____

STATEMENT OF ACCOUNT FOR

_____

BALANCE FORWARD $

_____

TOTAL CURRENT CHARGES:

Total $_____

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

MEETING DATE: September 1, 2020	**TYPE OF AGENDA ITEM:** ☒Regular ☐Timed ☐Consent

DEPARTMENT: Board of Supervisors
APPROVING PARTY: Lee Adams, District 1
PHONE NUMBER: 530-289-3506

AGENDA ITEM: Discussion/action with respect to Prop 68 Local Parks Rehabilitation, Creation, & Improvement Grant Ad Hoc Committee.

SUPPORTIVE DOCUMENTS ATTACHED: ☐Memo ☐Resolution ☐Agreement ☒Other

BACKGROUND INFORMATION: At our August 18, 2020 meeting, the board authorized an application for $400,000 in Prop 68 grant monies and confirmed an ad hoc committee of Supervisors Roen & Adams to review and recommend funding decisions for the full board. This item is to publicly confirm a date & time for the committee to meet and to direct all interested persons to submit funding requests to the committee through their respective supervisors.

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:

_____ _____
CLERK TO THE BOARD DATE

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

Meeting Date: September 1, 2020	**Type of Agenda Item:** ☒Regular ☐Timed ☐Consent

Department: Personnel
Approving Party: Margaret Long
Phone Number: 530-289-2879

Agenda Item: Resolution approving the Sierra County Injury and Illness Prevention Policy

Supportive Documents Attached: ☐Memo ☒Resolution ☐Agreement ☒Other

Background Information: The attached policy is just an update to bring it into compliance with the actual practice, county code and other laws since the last update in 2010. There was some minor cleanup of spelling (the Auditor did the 2010 update), vehicle policy, adding COVID, and the section on the safety committee.
This policy was sent to the Union as a curtsy.

Funding Source: N.A.
General Fund Impact: No General Fund Impact
Other Fund:
Amount: $ N/A

Are additional personnel required?	**Is this item allocated in the budget?** ☐Yes ☒No
☐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:

_____ _____
Clerk to the Board Date

BOARD OF SUPERVISORS, COUNTY OF SIERRA, STATE OF CALIFORNIA

RESOLUTION ADOPTING THE
SIERRA COUNTY INJURY AND ILLNESS PREVENTION POLICY

Resolution 2020-

NOW, THEREFORE, BE IT RESOLVED that the Board of Supervisors, County of Sierra, State of California does hereby adopt the attached Sierra County Injury and Illness Prevention Policy.

BE IT FURTHER RESOLVED that the attached policy hereby supersede any prior Injury and Illness Prevention policy adopted by the Board of Supervisors.

ADOPTED by the Board of Supervisors of the County of Sierra on the 18th day of August 2020, by the following vote:

AYES: Supervisors
NOES: None
ABSTAIN: None
ABSENT: None

COUNTY OF SIERRA

_____
JIM BEARD, CHAIRMAN
BOARD OF SUPERVISORS

ATTEST:

_____
HEATHER FOSTER
CLERK TO THE BOARD

APPROVED AS TO FORM:

_____
DAVID PRENTICE
COUNTY COUNSEL

COUNTY OF SIERRA
INJURY AND ILLNESS PREVENTION POLICY
UPDATED AUGUST 2020

INJURY AND ILLNESS PREVENTION PROGRAM

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County of Sierra
INJURY AND ILLNESS PREVENTION PROGRAM
Policy and Procedures Manual

Effective Date: August 18, 2020

STATEMENT OF PURPOSE

Purpose

To define the county's Injury and Illness Prevention Program for compliance with the provisions of the California Code of Regulations, the California Labor Code and the Sierra County Code.

Policy

It is the Policy of the Board of Supervisors of the County of Sierra to establish guidelines and procedures for the maintenance of an ongoing Injury and Illness Prevention Program, in compliance with the California code of Regulations. This is accomplished through safety and health inspections, accident investigations, and employee training, departmental safety officers and drivers licensing program. Response to safety concerns will be given the highest priority at every level of the county.

Authorities

The California Code of Regulations. Title 8, section 1509(2) of the Construction Orders, Section 3203 of the General Industry Safety Orders, the Labor Code Section 6401.7 and the Sierra County Code.

Appointment of Loss Prevention Specialist

The Board of Supervisors hereby designates:

Van Maddox Risk Manager
Judi Behlke Safety Officer

To develop and maintain an effective Injury and Illness Prevention Program for the County of Sierra.

LOSS PREVENTION POLICY STATEMENT

It is the policy of the COUNTY OF SIERRA that a safe and healthy work environment will be considered of primary importance in all phases of operation and administration.

It is the intention of the County to provide safe and healthy working conditions and to establish and insist upon safe practices at all times by all employees.

The prevention of accidents and occupational illness is an objective affecting all levels of the County and its activities. It is, therefore, a basic requirement that each employee supervisor make a safe and healthy work environment an integral part of the regular management function. Each employee equally has the duty to accept and follow established safety regulations and procedures.

Adequate training will be provided to employees. Employees will be instructed to ask for assistance if ever in doubt how to perform a job safely.

Employees will assist management in accident prevention activities. Unsafe or unhealthy conditions must be reported to their immediate supervisor. Fellow employees who need help will be assisted. All employees are responsible for the housekeeping duties that pertain to their jobs.

Any injury that occurs on the job, even a slight cut or strain, must be reported to an employee supervisor as soon as possible along with the incident/hazard form being filled out. An emergency is the only reason an employee should leave a shift without reporting an injury including completing the proper forms.

Everyone loses if you are injured or ill. Please work safely. You are important to us!

INJURY & ILLNESS PREVENTION PROGRAM AUTHORITIES
SENATE BILL 198
CALIFORNIA CODE OF REGULATIONS, TITLE 8, SECTION 3203 OF THE GENERAL SAFETY ORDERS AND LABOR CODE SECTION 6401.7
****

Labor Code Section 6401.7 requires that every employer shall establish, implement and maintain an EFFECTIVE Injury and Illness Prevention Program.

WRITTEN: The Injury and Illness Prevention Program (IIPP) must be in writing and the employer must keep appropriate records of steps taken to implement and maintain its IIPP, and conduct periodic reviews of the plan;

IMPLEMENTATION:Employers must designate and specify the person responsible for implementing their IIPP;

HAZARD IDENTIFICATION:Employers must establish a system for identifying and evaluating work place hazards including (a) scheduled periodic inspections to identify unsafe conditions and work practices; (b) investigating the cause of accidents and (c) illness and exposures.

HAZARD CORRECTION: Employers must adopt procedures to correct unsafe, unhealthy conditions and work practices in a timely manner based on the severity of the hazard.

HAZARD COMMUNICATION:
Employers must establish a system for communicating health and safety information to employees and encouraging employees to inform the employer of perceived hazards without fear of reprisal.
EMPLOYEE COMPLIANCE: Employers must establish a system for ensuring that employees comply with safe and healthy work practices, and such a system may include provisions for disciplinary action.

HEALTH AND SAFETY TRAINING: Employers must institute an occupational health and safety training program to instruct employees in general safe and healthy work practice and provide specific instructions with respect to hazards specific to each job assignment. All employees must be trained when the program is established and thereafter:

- all new employees and all employees given new job assignments
- all existing employees when new substances, procedures or equipment is introduced into the work place and presents a hazard; and
- all existing employees whenever the employer learns of a new or previously unrecognized hazard.

RESPONSIBILITIES

COUNTY LOSS PREVENTION OFFICER

An effective program addressing Safety and Loss Prevention will be implemented. This will include quarterly meeting of the Countywide Employee Safety Committee to be coordinated and held by the Safety Officer. Conferences and trainings provided by Trindel and other safety professionals will also be attended by the Safety Officer. Employees will be eligible for the Trindel Safety Awards for exceptional Safety activity.

1. Direction of the overall County Safety Program.

2. Act as a safety advisor for the County. Attend County wide safety meetings quarterly and departmental meetings on a rotating basis monthly.

3. Prepare County safety memoranda and maintain files.

4. Prepare periodic reports and studies on the effectiveness of the County Illness and Injury Prevention Program.

5. Assist in developing health and safety programs designed to meet specific needs for each department as required by California Code of Regulation (CCR), Title 8.

6. Assist individual departments in identifying illness and injury prevention training needs. Coordinate schedules for CPR, First Aid, Hearing Loss Prevention,Defensive Driving, Back Safety and other health and safety classes.

7. Assist departments in the implementation of and compliance with the California Occupational Health and Safety Act and provide reporting forms as needed.

8. Coordinate County safety matters with enforcement agencies, civic groups and private organizations as may be necessary.

9. Develop and distribute illness/injury information for County operations and specific data to each department.

DEPARTMENTAL RESPONSIBILITY

Each Department is responsible for effectively implementing the County's IIPP, with all levels of management contributing to ensure that employees are aware of the health and safety condition of their job assignment work area. Departments with unique issues or more than 10 employees may develop and implement a site specific IIPP complementary to the County IIPP.

All supervisors are responsible for maintaining a minimal risk work environment in the areas under their control. While they may assign and delegate responsibility and authority to others, they remain accountable to their superiors for preventable oversights and errors within their areas of supervision that result in injury, illness, or property damage affecting employees, the general public or county/private property.

A list of all County department heads and their telephone numbers follows:

COUNTY DEPARTMENT HEADS/DIVISION
AND WORK TELEPHONE NUMBERS

Board of Supervisors	Chairman	289-3295
Auditor/Risk Manager	Van Maddox	289-3273
Assessor	Laura Marshall	289-3283
Auditor-Treasurer-Tax Collector	Van Maddox	289-3286
Planning/Public Works Director	Tim Beals	289-3251
Sheriff	Mike Fisher	289-3700
District Attorney	Sandra Groven	289-3269
Probation	Chuck Henson (Interim)	289-3277
Court Administrator	Ann Mendez	289-3698
Clerk-Recorder	Heather Foster	993-6746
Health & Human Services	Lea Salas	993-6707
Human Resources	Margaret Long	289-2879
Information Systems	Jeremy Miller	289-2890

DEPARTMENT SAFETY REPRESENTATIVES

Department Heads or their designee will act as the permanent Departmental Safety Representative. Permanent Departmental Safety Representatives will:

1. Manage, administer and coordinate the County Loss Prevention Program.

2. Establish Departmental loss prevention policies, procedures, rules, and standards to ensure safe working conditions and practices.

3. Serve as a source of information on loss prevention policies and procedures. Keep industrial injury/illness records and furnish reports. Post and provide various reporting forms.

4. Ensure that all Accident and Injury Reports are referred to the County Loss Prevention Specialist for review and investigation.

5. Prepare periodic and special departmental reports for Risk Manager. Identify trends or changes which call for attention and recommend corrective action where appropriate.

6. Set the example that employees can follow.

7. Establish means to eliminate or control hazardous physical conditions as well as dangerous work operations, recommending remedial action.

8. Develop loss prevention training efforts within the Department including implementation and documentation.

9. Act as liaison with the Risk Manager who is responsible for the overall IIPP.

10. Ensure Departmental compliance with County policies and procedures, including those relating to injury/illness and vehicle accidents.

11. Promote loss prevention awareness and educational programs.

12. Provide and disseminate Safety and Health bulletins, posters, minutes of safety meetings and any other pertinent information to employees.

EMPLOYEE SUPERVISORS

Employee supervisors are responsible for encouraging the proper attitudes toward safe job performance in themselves and in their subordinates. This includes being responsible for enforcing the wearing of personal protective equipment when the job requires.

Shall ensure that new employees are directed to the Safety Office for Safety Orientation within three days of employment

Shall train employees in job duties including safety and health practices.

Review the new employee safety checklist and submit original to Human Resources.

Shall investigate and report promptly and thoroughly every accident to determine cause and to prevent recurrence.

Shall require all employees to comply with the Occupational Safety and Health Standards, (OSHA) and all rules, regulations and orders applicable to his/her own actions and conduct.

Shall set the example that employees can follow.

Shall follow all administrative orders requiring written documentation and fulfillment of the County IIPP and any departmental IIPP.

Shall assist employees in developing departmental safety committee and plan.

EMPLOYEES RESPONSIBILITY

To ensure a safe and healthy work environment, ***it is the employee's responsibility to report unsafe work practices and conditions to their immediate supervisor, in addition, the employee must take immediate action to prevent themselves, other employees, and members of the public from being injured.*** They may do so without fear of retribution or reprisal and with anonymity. Hazards may be reported either verbally or in writing by using the Sierra County reporting forms which shall be available in each department. County employees are responsible for ensuring their own safety and the safety of others on the worksite by:

Learning and following the standards and procedures that applies to each job assignment.

Immediately reporting any activity, that an employee feels or knows could lead to injury, illness, or damage to property, to the immediate supervisor and promptly seek guidance regarding the operation. This particular policy is not intended to abrogate the obligation of public safety personnel to engage in those high riskjobs required in their job descriptions.

Wearing and using the prescribed protective equipment needed for a particular job. Inappropriate footwear or shoes with thin or badly worn soles should not be worn.

Not engaging in horseplay, scuffling, and other acts which tend to have an adverse influence on the safety or well-being of the employees are prohibited.

Promptly reporting any occupational injury, illness, or property damage to the immediate supervisor. Completing all necessary forms for all occupational injuries or illnesses.

Anyone under the influence of drugs or alcohol will not be allowed on the job while in that condition.

Employees shall not enter manholes, underground vaults, chambers, tanks, silos, or other similar places that receive little ventilation, unless it has been determined by a job supervisor using monitoring equipment that it is safe to enter.

Report any emergencies and assist, when safe to do so, until emergency response personnel arrive.

Employees must follow the County and departmental IIPP. Failure to do so may result in disciplinary action.

COUNTY OF SIERRA
NEW EMPLOYEE SAFETY INTERVIEW

NAME_____DATE HIRED_____
DEPARTMENT_____
TYPE OF WORK_____

Do you have any physical conditions or disabilities which might limit your ability to perform this job? If so, what reasonable accommodation can be made by us?_____
_____
_____

WAS THERE A PRE-EMPLOYMENT PHYSICAL? YES_____NO_____
ANY WORK RESTRICTIONS INDICATED? YES_____NO_____

****

DISCUSS THE FOLLOWING SAFETY CONCERNS WHERE APPLICABLE WITH THE NEW EMPLOYEE:

1. ___Employee fully understands job description
2. ___High Priority County gives to safety.
3. ___Maintaining good standards of housekeeping in work environment.
4. ___Use proper method of lifting and carrying to avoid back strains. Bend at knees, not at waist, Keep back straight. Avoid twisting and stretching. Get help or use mechanical means with heavier loads.
5. ___Personal protective equipment may be required such as: goggles, hardhat, safety shoes, gloves, ear plugs, dust mask, back-supports.
6. ___Safe operation of office equipment.
7. ___Safe operation of all vehicles
8. ___Fire extinguisher locations and operation.
9. ___Procedure to follow during emergency.
10. ___Location of clinic and hospital for emergency treatment.
11. ___Report all injuries to their Supervisor immediately.
12. ___Report unsafe conditions to their Supervisor immediately.
13. ___Disciplinary action for ignoring safety rules up to and including dismissal.
14. ___I have received a copy of the County IIPP, Sexual Harassment and Drug Policy.

Read and Understood _____Date_____

Interviewed by _____Date_____

SAFETY AND LOSS PREVENTION COMMITTEE

The County Safety and Loss Prevention Committee is established to oversee, evaluate, and review the County's Occupational Safety and Health Program. Committee membership will consist of 10 members. A quorum will consist of five members.

Membership- The composition of the committee may be both employee and supervisors as follows:

One Representative from each Department: Auditor,Treasurer/Tax Collector, Assessor, Planning and Building,, Probation, Sheriff, Clerk Recorder, Health & Human Services, Solid Waste; Roads, Information Systems

Chairperson - Loss Prevention Specialist – voting member

Meeting Schedule- The Committee will meet quarterly. Any committee member may request the Chairperson to convene a Special Session as special issues arise.

Committee Responsibilities-The Committee will be responsible for the following activities:

1. **Program Assessment** - Review and assess effectiveness of the County's overall program and department programs.

2. **Monitor for Trends** - Evaluate significant accident/injury reports and statistics to identify trends and initiate corrective action.

3. **Review Training** - Implement necessary programs to satisfy loss prevention education/training requirements.

4. **Make Recommendations** - Make recommendations to the Board of Supervisors, and Department Heads on actions necessary to comply with safety regulations.

5. **Review and Implement Suggestions or Requests** -Loss Prevention suggestions and requests from Department Safety committees or the Employee Hazard Reporting Forms will be reviewed and evaluated by the Committee and action initiated where appropriate.

6. All attending committee members will discuss any OSHA reportable incidents that have occurred in their departments at every meeting

7. A member of the committee will take minutes during meetings; those meetings will be posted and maintained in the Sierra County Human Resources office.

BASIC LOSS PREVENTION PRINCIPLES

GET PROPER TRAINING Ask questions. Doing the job right equals doing the job safe.

USE YOUR HEAD Concentration on what you are doing and good judgment will prevent accidents.

DRESS PROPERLY Loose or torn clothing, jewelry, long hair, improper shoes and some types of fabrics can be dangerous in certain situations.

FOLLOW SAFETY RULES These rules are part of your job.

KNOW REQUIREMENTS Not having the right tools or information can be unsafe.

LIFT CORRECTLY Back injuries can be painful, costly and cause permanent disability.

KNOW ABOUT TOXIC MATERIALS Request A Material Safety Data Sheet (MSDS) from your supervisor on any toxic materials you are exposed to. Read the labels for all products you use.

USE PROTECTIVE GEAR Always use appropriate protection for eyes, ears, lungs, head and skin.

KEEP YOUR AREA CLEAN Prevent slips, trips, falls, and fires.

KNOW EMERGENCY PROCEDURES Know what to do before an emergency occurs.

REPORT ALL INJURIES Immediately reports all work related injuries, even if it doesn't seem to be serious, to your supervisor and complete the proper forms.

WORK SAFELY If you have an accident everyone loses. Sierra County cares about you!

EMPLOYEE INCIDENT /HAZARD REPORT PROGRAM

Purpose

Communication of safety hazards is the key to preventing injuries in the workplace. The first step to be taken by any employee observing an injury, incident or hazard is to take action to prevent further or potential injury. Then immediately report the incident or hazard.

The employee incident/hazard reporting procedure provides a means for employees to report workplace injuries or incidents as well as hazards that could cause injury or illness to employees or public patrons or damage to County property.

Hazards may be reported to any supervisor, department safety representative, loss prevention officer or safety committee member. Incidents may be reported verbally or in writing using the attached Sierra County reporting forms. Any hazard may be reported ANONYMOUSLY.

Responsibility

1. **Departments**

   Forms

   Departments will be responsible to keep an adequate supply of reporting forms available. Forms may be obtained from the Safety Officer.

   Corrective Action

   Department Heads in concurrence with Risk Managent shall be responsible to initiate the necessary action to correct hazards reported in their area of responsibility.

2. **Immediate Supervisor**

   The immediate supervisor and/ or department safety representative will immediately investigate the report and notify the department head and the county Safety Officer of the reported injury, incident or hazard. A copy of the Sierra County Incident /HazardReport will be forwarded to the County Safety Officer.

   There are two types of Incident report: Incident/ Hazard Report is for internal use and should be used when an employee is reporting damage to County property or a hazardous situation; the Facts of Accident Report is to be used when an actual accident or injury has occurred. This is a fact sheet for use in workers compensation, insurance related and or legal/law enforcement reporting. Only the facts of the incident should be reported on this form.

   In the event of a verbal report the immediate supervisor and /or department safety representative is responsible for documenting all reported injuries, incidents or reported hazards using the Sierra County reporting forms below.

These forms should be completed immediately with the original going to the Department and a copy to Risk Management.

The immediate supervisor and/or the department safety representative will complete the investigation of the reported injury, incident or hazard, determine the remedial action to be taken if any and report those findings to the reporting employee within 7 calendar days of receipt of the report.

SIERRA COUNTY HAZARD REPORT

USE FOR EMPLOYEE REPORTING DAMAGE NOTICED OR HAZARD

SECTION A	☐ DAMAGE	☐ INCIDENT/NEAR MISS	☐ HAZARD
DATE & TIME OF INCIDENT:	LOCATION:	DATE REPORTED:	
REPORTED TO:	REPORTED BY: (Optional)	DEPARTMENT:	

SECTION B	DESCRIPTION OF INCIDENT – DAMAGE, NEAR MISS, HAZARD

SECTION C	CONDITIONS SURROUNDING INCIDENT/HAZARD

SECTION D	EMPLOYEES ACTION TAKEN

INVESTIGATED BY:	*TITLE:*	*DATE:*

SECTION E	DEPARTMENT - CORRECTIVE ACTION TAKEN	DATE

Department Safety Representative Signature: Date:	*Department Head Signature:* Date:

Sierra County FACTS of ACCIDENT REPORT

SECTION A	☐ INJURY	☐ PROPERTY DAMAGE	☐ OTHER
DATE & TIME OF INCIDENT:	LOCATION:	DATE REPORTED:	
REPORTED TO:	REPORTED BY:	DEPARTMENT:	

SECTION B	WHAT HAPPENED (FACTS)

SECTION C	INJURY, DAMAGE, OTHER

SECTION D	WITNESSES

INVESTIGATED BY:	*TITLE:*	*DATE:*

SECTION E	STATEMENT OF WITNESS & RESPONDERS	DATE

Signature of the one competing the form: Date:	*Department Head/Supervisor's Signature:* Date:

3. **Employee**

Employees shall immediately report any injury or incident to their immediate supervisor and/or department safety representative.

Hazards may be reported to any supervisor, department safety representative, loss prevention officer or safety committee member.

Incidents may be reported verbally or in writing. Employees are encouraged to use the attached Sierra County reporting forms when reporting any injury, incident or hazard in writing. Any hazard may be reported anonymously.

4. **Loss Prevention Officer**

The County Loss Prevention Officer will monitor and assist as needed in the remediation efforts of the department involved.

OFFICE SAFETY

The following safe practices shall be followed in the various offices of the County.

- File drawers and cabinet doors shall be closed when not in use.
- Only one file drawer in a cabinet shall be opened at a time.
- Be careful to avoid pinching fingers while closing file drawers.
- Keep work areas neat and orderly.
- Broken glass and sharp objects should not be discarded in wastebaskets.
- Use ladders or step stools, not chairs, to reach high objects.
- Be sure your computer workstation is adjusted properly.
- Walkways must be kept clear and unobstructed.
- Keep electrical cords in good condition and use grounded circuits.
- Paper cutter blades should be kept in the down position when not being used.
- Use proper lifting techniques and handcarts to avoid back injuries.
- Clean up all spilled materials or liquids immediately.

VEHICLE USE

Authorized Uses

County vehicles shall be used as stated in the Sierra County Code, Chapter 11.42 AGovernmental Vehicle Policy.

Traffic Violations

Traffic laws shall be observed at all times. Fines or penalties levied for violations for which the driver is directly responsible shall be paid by the driver. (SCC 11.42.040)

Drivers License

All drivers of a County vehicle, or personal vehicle on county business, must have in their possession a valid California Driver's License.(SCC 11.42.040.010)

Vehicle Safety

All county owned vehicles shall be equipped with seat belt restraint systems. Private vehicles being used on county business shall also be equipped with seat belts. All persons in a county vehicle or in a private vehicle being used on county business must use seat belts any time the vehicle is in motion. The driver of the vehicle is responsible for ensuring that all occupants of the vehicle are wearing seat belts before the vehicle is put into motion.(SCC 11.42.040.020)

11.42.050.050 Enclosed Vehicle Required: The vehicle shall be a conventional four-wheel enclosed vehicle. Under no circumstances is a two-wheel or three-wheel privately owned vehicle to be used on County business unless for law enforcement activities approved by the Sheriff or in emergencies to maintain the health and/or safety of the public.

Defensive Driving- Employees operating a motor vehicle while on county business are encouraged to follow the defensive driving guidelines outlined below.
Keep a cushion of space between your vehicle and others. The greater the speed, the greater the cushion of space should be.
Be alert to developing situations in the traffic ahead. Look into the rear view mirror once every five seconds is ideal.
Use all safety devices provided, including the horn. Be sure the other driver sees you. Being seen is as important as seeing.
Never demand the right-of-way, even if legally it is yours.
Avoid interrupting the flow of traffic whenever possible because such interruptions can cause an accident.
Never allow your attention to be diverted from the primary task of driving.
Drive courteously. A courteous driver will usually not be involved in a hazardous situation.

Maintenance of Vehicles- Before operating a vehicle, walk around and inspect the vehicle for damage, inoperable lights, loose hardware, tire conditions or any other condition which might create an unsafe situation. The driver will ensure that windows, headlights, taillights and wipers are clean and in operating order at all times. (SCC 11.42.040.030)

Any deficiency encountered will be reported to a supervisor immediately. It will be the supervisor's responsibility to ensure that appropriate action is taken to correct the problem. Public Safety personnel will follow the procedures established by the Sheriff. (SCC 11.42.050.040)

Abuse of Vehicles- County vehicles shall not be used for activities which may damage the vehicle. In the case of an authorized emergency, while performing official duties, Public Safety personnel must follow policies established by the Sheriff. (SCC 11.42.040.030)

Personal Liability- Employees may be held personally liable for damage to county equipment and other penalties may be assessed if damage occurs to a county vehicle through negligence or illegal activity or when, outside the course and scope of their employment, they cause injury or damage to other persons or property while driving a county vehicle.(SCC 11.42.040.030)

COMPUTER WORK STATIONS

An individual computer work station should provide you with a comfortable sitting position sufficiently flexible to reach, use, and observe the screen, keyboard and document. If you use a computer for four or more hours a day, it is important to protect yourself from back, neck and wrist ailments, eye strain, headaches and stress. Some general guidelines to minimize these discomforts are as follows.

Computer monitors should be set to be directly in front of you with the top line of the print is at or just below eye level.Do not twist to look at the screen. Use a comfortable angle that does not strain the neck and eliminates back light glare.
Keep working documents at the same height and distance as the screen. Keep your screen clean, it should not have a visually perceptible flicker.
Have your keyboard at a comfortable angle that does not hamper access to the keys. If it is detachable, move it to a comfortable position and be sure to avoid excessive reaches.
Keep your wrists as straight as possible with hands and arms parallel to the floor. Use a padded rest for support if necessary.
Be sure your chair provides lower back support and is comfortable for extended periods of sitting.
Think about your posture. Keep your ears, shoulders and hips lined up to maintain three natural curves: neck (cervical), upper back (thoracic), and lower back (lumbar).
Keep your feet flat on the floor with your knees level with your hips. This helps your posture and aids circulation in your legs. If your feet do not reach the floor, use a footrest.
Keep your lower back against the lumbar support of the chair.
Change position frequently to break up the repetition and strain caused by muscle isolation. Try to rotate your tasks to minimize repetitive bent wrist movements. Simple stretching exercises before and during work will help prevent problems.
Do not pound the keyboard use a light touch.
If possible keep the wall behind the monitor blank, use good lighting and avoid glare or direct bright light.
Blink your eyes often, this keeps them moist, prevents itching and aids in cleaning.
Periodically look away from your monitor and focus on an object at least twenty feet away from the monitor to exercise the muscles used to focus the lenses in your eyes.
Be sure your work area has room to work and move about freely.

If you need assistance with Ergonomics please call Judi Behlke at 289-2879

BACK SAFETY

Incurring a back injury can be misery. You can help prevent back injury by using good body mechanics- the way you move your body and back. Good body mechanics include: lifting loads with your legs, holding loads close to your body to reduce strain on your back and maintaining your three natural curves, cervical, thoracic and lumbar, to keep your back in balance. Whether lifting, bending, pushing, pulling, or twisting remember that good body mechanics is good back protection.

USE GOOD BODY MECHANICS

Lifting - Bend with your knees, not with your back. Lift with your legs by squatting and bending your knees. Keep your back upright. Hold objects close to your body. Lift objects only chest high; stand on a stool if necessary. Test the weight of the load before lifting. Keep loads small. Plan ahead and get help for a heavy load. Tighten your abdominal muscles when you lift; they help support your back. Always get a firm footing, with your feet apart for a stable stance.

Standing and Walking - If standing for longer periods, place one foot on a stool; change positions often. Stand with your back's three natural curves in their normal, balanced alignment. Walk with good posture, keeping head high, chin tucked in, and toes straight ahead. Wear comfortable low heeled shoes. When carrying items, put equal weight on both sides of your body.

Driving - Move car seat forward to keep knees level with hips, be sure you are maintaining the distance recommended by manufacturer if your vehicle has airbags. Sit straight; drive with both hands on the wheel, preferably in the 10 and 2 o'clock position. Be sure your lower back has support.

Sitting - Adjust your chair so that both feet are flat on the floor with knees level with your hips or place your feet on a low stool. Sit firmly against the back of the chair for lower back support. Shift positions frequently.

Reaching - Reach only as high as comfortable, do not stretch. Use a stool if necessary. If you have to reach across something, rest one knee on the item to support your lower back and do a straight back bend.

Bending - Keep your back and neck in line as you bend over at the hips. Bend your knees and hips, not your back. Kneel down on one knee to perform bends safely. When leaning forward, move your whole body not just your arms.

Exercise - Next to good posture and a willingness to help your back, the greatest support you can give your back is building strong and flexible supporting muscles through a good exercise program. You need strong muscles to support your backs natural, balanced position. Exercise regularly to build strong supporting muscles, to stay healthy and to prevent back injury.

SIERRA COUNTY EMPLOYEE SAFETY MEETING REPORT

DATE_____

SEND TO: Department Files
Loss Prevention Officer

The Safety Meeting was held by _____
Department

Signatures of attendees:

_____ _____

_____ _____

_____ _____

_____ _____

TOPIC DISCUSSED:_____

Brief Description of meeting
Topic:

_____
_____
_____
_____
_____
_____

Any Issues or Concerns:_____
_____
_____

Sierra County reporting forms available? _____yes _____no
Need new forms? _____yes _____no

Please submit all Department Safety meetings to Judi Behlke

EMERGENCY/FIRE EVACUATION PLAN

This Emergency/Fire Evacuation Plan is designed to provide basic guidelines for orderly evacuation of county facilities in the event of fire, bomb threat or any natural catastrophe. The objective is to provide guidance for preplanning activities, assign responsibilities, educate county personnel and train personnel where necessary.

Each department will develop an emergency/fire evacuation plan for employees. This plan will include:

X A written plan and discussion at Employee Safety Meetings at least quarterly of designated meeting place, routes of evacuation and methods of accounting for each employee of the department.

X An evacuation plan will consist of a scale drawing of the floor plan of the building involved, indicating all exits, windows, fire extinguishers, evacuation meeting points and where instructions are posted (you are here). The floor plan should be divided into zones designating which exit (use arrows) services the different areas of the building.

X Actual evacuation drills should be practiced on a periodic basis. Fire Extinguisher training will be held annually.

X Plant Maintenance shall ensure that all fire extinguishers, alarms and other safety equipment are inspected and in proper working order.

INSPECTIONS AND INVESTIGATIONS

Inspections are a necessary part of any loss prevention program. They are essential in identifying and correcting potential hazards in the workplace. The Sierra County Safety Officer shall conduct a county wide walk through inspection twice annually. Department inspections should be conducted no less than quarterly.

Daily inspections of the workplace by both supervisors and employees are part of their regular responsibilities. Being safety conscious is a major contributor to a safe working environment.

When you arrive in your work area, pay attention to any changes that may have occurred since you were last there. Just looking around for obvious hazards, such as loose cords or items on the floor that present a tripping hazard and then picking them up or securing them would prevent many slip/trip type injuries.

Awareness is the key. Think about safety. Pay attention to your work area. Bring any unsafe condition to your work supervisor immediately.

At least once a quarter take the Inspection Form in this document and do a survey of your department. Turn the inspection form into your supervisor.

SUGGESTIONS? IDEAS? SEND THEM TO :

SIERRA COUNTY LOSS PREVENTION
P.O. BOX 513
DOWNIEVILLE, CA 95936
jbehlke@sierracounty.ca.gov

WORKPLACE INSPECTION

Department_____Date_____

Inspected by: _____

Safety Inspection Schedule

A general County wide walk through will be held in January and again in July. Each department should have no less than quarterly inspections.

1.	Aisles and work areas free of trip hazards?	Yes___ No ___ * ___
2.	Waste baskets emptied regularly?	Yes ___ No___ * ___
3.	Flammable materials stored properly?	Yes ___ No ___ * ___
4.	Ladders and stools stable with safety treads?	Yes ___ No ___ * ___
5.	All spills immediately wiped up?	Yes ___ No ___ * ___
6.	Lighting and ventilation adequate?	Yes ___ No ___ * ___
7.	First Aid Kit easily available?	Yes ___ No ___ * ___
8.	Emergency numbers posted prominently?	Yes ___ No ___ * ___
9.	Smoke alarms mounted and working?	Yes ___ No ___ * ___
10.	Workstations clean and orderly?	Yes ___ No ___ * ___
11.	Are all Exits marked, lighted and clear of obstructions?	Yes ___ No ___ * ___
12.	Are toilets and washing facilities clean and sanitary?	Yes____ No ___ * ___
13.	Are evacuation plans posted?	Yes____ No ___ * ___
14.	Fire Extinguishers easily located, regularly inspected?	Yes ___ No ___ * ___

*Write in comments area for any item marked with *or mark with NA for Non Applicable..

COMMENTS:_____

_____

Dept Supervisor _____ Date _____

___ cc: to Safety Officer

Trindel Insurance Fund

Office Walkthrough Inspection

Date		County		Department	
Location		Inspect by:		DSR	

Item	Description	Corrective Action	C.A. Date
Emergency Communication (Postings, evacuation maps, MSDS, etc.)			
Housekeeping (Clutter, cleanliness, storage, etc.)			
Trip & Fall Hazards (Carpets, rugs, steps and stairways, cords, clutter, storage, etc.)			

Electrical (Extension cords, receptacles, GFIs, breaker panels, exposed wiring, appliances, etc.)			
Heating & Ventilation (Registers, filters, recirculation air, temperature, etc.)			
Lighting (Indoor, parking lots, etc.)			
Emergency Exits (Egress, signage, lighting, etc.)			

Janitor Closet (Clutter, chemical & flammable storage, cleaning products, eye wash, Etc.)			
Exterior (Parking lots, sidewalks, walkways, etc.)			
Security (Public access, emergency communication, etc.)			
Rest Rooms			

Misc.			

General Comments:

Inspected by:	
Signature	
Inspected by:	
Signature	
Dept Safety Rep.	
Signature	
Department Head	

Trindel Insurance Fund

Maintenance Shop Safety Inspection

Date		County		Department	
Location		Inspect by:		DSR	

Item	Description	Corrective action
Housekeeping		
Trip & Fall Hazards		
Electrical		
Compressed air		
Power & Hand tools		
Welding area / equipment		
Hydraulic Press		

Jacks / Hoists / Blocking		
Flammable Storage		
Steel / Cutting Edge storage		
Ventilation		
Lighting		
Shop Exterior		
Rest Rooms		
Eye wash station		

Yard		
Misc.		

General Comments:

Inspected by:	
Signature	
Inspected by:	
Signature	
Dept Safety Rep.	
Signature	
Department Head	
Signature	

Sierra County Sexual Harassment Policy

Resolution No. 2009-026

Sierra County is committed to providing a workplace in which all individuals are treated with respect and professionalism. Consistent with this commitment, it is the policy of the County to provide a workplace that is free from all forms of discrimination and harassment, including sexual harassment. This Sexual Harassment Prevention Policy 2009-026 prohibits not only behavior that rises to the level of sexual harassment in violation of Title VII of the Civil Rights Act of 1964 and the Fair Employment and Housing Act, but also unprofessional and disrespectful behavior that, while not unlawful, may contribute to a hostile working environment.

A copy of the full Policy is provided to all new employees during the New Employee Orientation. If you need an additional copy please request one from the Human Resources Office.

WORKPLACE VIOLENCE POLICY
Resolution NO. 2015-042

POLICY

The County of Sierra is committed to maintaining a workplace free from harassment, intimidation and violence and it is the responsibility of every employee to conduct themselves in the workplace in a manner that does not threaten, harass, coerce, abuse or assault another employee, customer or individuals engaged in a business relationship with this Agency.

This policy also shall apply towards property of employees or others. Employees determined to be engaged in prohibited behavior will be subject to one or more disciplinary actions outlined below. This policy shall also apply to actions of the public towards our employees and what measures the Agency may employ.

There are four areas covered in this policy:

#1. VIOLENT BEHAVIOR:

No employee or member of the public shall engage in violent conduct or make threats of violence, implied or direct in the workplace, or work site or in connection with their employment.

#2. THREATS/HARASSMENT:

All threats shall be taken seriously, not dismissed as harmless joking, or "just blowing off steam." Harassment includes repetitive behavior(s) that creates a hostile working environment or can be reasonably interpreted as abusive.

3. WEAPONS:

No persons other than Law Enforcement Officials authorized by law to carry weapons shall have in his/her possession while on any property owned or leased by the county, including county vehicles or private vehicles on county property, any firearm or other dangerous weapon or any explosive or destructive device. This includes, but is not limited to, any pistol, rifle, shotgun, ammunition, firecracker or fireworks, explosive or incendiary device, billy club, martial arts weapons, knife, etc. Weapons of a chemical or electrical nature or small knifes must be cleared by the department head before they can be allowed in the workplace. (Exceptions: exceptions listed in penal code section 171b weapons in government buildings)

#4. VIOLATIONS OF THIS POLICY:

If any person violates this policy, all instances or occasions shall be:

- Reported immediately by any witnessing employees to their supervisor;
- Investigated promptly; and
- Resolved by management and Human Resources, employing disciplinary measures for employees, and either appropriate measures taken to deal with the public or referred to local law enforcement. Failure to report an incident shall subject employees to appropriate disciplinary action.
- Failure to report an incident shall subject employees to appropriate disciplinary action.

REPORTING INCIDENTS:

Any individual subjected to or aware of unacceptable behavior shall immediately bring the matter to the attention of their Department Head or Human Resources.

INVESTIGATIVE FOLLOW-UP:

The Department Head and Human Resources shall conduct an investigation into the incident. Upon completion of the investigation an appropriate response shall be prepared. If the unacceptable behavior was from an employee, then disciplinary action will be taken against the employee(s) involved. If the action came from a member of the public, the County will evaluate security measures and/or institute new procedures for dealing with the specific public person.

DISCIPLINARY ACTION:

The below list is not all-inclusive. Disciplinary action may be imposed as deemed appropriate for the incident violating the policy and based on the severity of the infraction may be at any level. Pending the outcome of the investigation, the employee may be suspended with pay.

- Written reprimand to Personnel file

- Suspension

- Demotion

- Termination

BLOODBORNE PATHOGENS

County employees exposed to any human body fluid must immediately report this to their work supervisor, fill out a Sierra County report form, Workers Compensation Forms 5020 and DWC 1. Universal precautions are to be used in any instance where exposure to a blood borne pathogen is possible.

Trainings

All county employees including managers and supervisors will receive training and instruction on general and job specific safety and health practices. Training and instruction will be provided as follows:

1. When the IIPP is first implemented
2. To new employees during their initial orientation
3. To all employees assigned to new positions for which they have not previous been trained.
4. Whenever new potentially hazardous substances, processes, procedures or equipment are introduced into the workplace.
5. To supervisors to familiarize them with the health and safety hazards to which their staff may be exposed.
6. To all employees with respect to hazards specific to their job assignments.
7. Whenever the County is made aware of a new or previously unrecognized hazard.

RECORD KEEPING

Sierra County has taken the following steps to implement and maintain our IIPP Program.

1. Records required by CAL/OSHA will be maintained as follows:
   a. The Safety Officer will maintain:

      1. Employee exposure records
      2. Records of Safety Training
      3. Records of Safety Meeting Sign in Sheet
      4. Safety Audits from Trindel Insurance
      5. Department Safety Inspection Reports
      6. Incident Hazard forms

2. Departments will maintain
   a. Records of Site Specific Training
   b. Safety meetings
   c. Safety Audits

Original documents must be maintained to meet the requirements of this section. Other methods of record keeping or tracking, such as computer databases, may be used only as supplements.

Information considered being pertinent to an employee's exposure (to toxic substances or harmful physical agents) record is:

a. Work place monitoring or measurement
b. Biological monitoring results which assess the absorption of a substance by body systems
c. Material Safety Data Sheets (MSDS's) or if these are not available, any other information which reveals the identity of a toxic substance or harmful physical agent.

SAFETY RECOGNITION AND COMPLIANCE

Compliance

All County employees are responsible for complying with the requirements of the IIPP

Recognition

Employees who follow save and healthful work practices will have this fact recognized and documented on their performance evaluations.

In addition, each Department Head has the option on nominating an employee for the county's annual safety award. Risk Management will consider the nominees according to the criteria established by Trindel Insurance Fund and select an employee for the award.

Non-Compliance

Employees who are unaware of safe and healthy procedures or whose safety performance is deficient will receive training from their supervisor, the County Safety Officer, or other appropriate source. Safety training will include a description of the department's standard for full compliance and the consequences for failure to meet the standard.

Failure to comply will be reflected on their annual performance evaluation.

When it becomes necessary, Sierra County reserves the right to discipline employees who knowingly violate Sierra County safety rules or policies up to and including termination.

Injury and Illness Prevention Program COVID-19 Addendum

Employee Training

Provide regular training for employees on the following topics using interactive methods that are easy to understand including verbal, visual, audiovisual and picture-centered handouts and other resources:

- What is COVID-19 and how is it spread
- Signs and symptoms of COVID-19
- When to seek medical attention if not feeling well
- Prevention of the spread of COVID-19 if you are sick
- Physical distancing guidelines
- Importance of washing hands with soap and water for at least 20 seconds or use of hand sanitizer if soap and water are not readily available.
    - Hand washing should occur before and after using the toilet, eating, coming and going to work, after interactions with others, after contacting shared surfaces or tools, before and after wearing masks or gloves, and after blowing nose or sneezing.
- Methods to avoid touching eyes, nose and mouth
- Coughing and sneezing etiquette
- Safely using cleansers and disinfectants
    - Reading labels, wearing proper personal protective equipment (PPE), hazard review and steps to minimize harm to employees using those products.

Procedures to Help Prevent the Spread of COVID-19

- Consider including language about taking employees' temperatures on a daily basis, maintaining those daily logs confidential and if an employee has a fever of 101 degrees Fahrenheit or greater, the employee will be sent home.
- Consider including language about doing a daily intake of employees' health - if they have a cough, fever, shortness of breath or have been exposed to anyone with a positive diagnosis.
    - If an employee is not feeling well and is exhibiting symptoms that may be attributed to COVID-19, such as acute respiratory symptoms or a fever, the county will do the following:
    - Provide resources including how to seek medical care and information
- Consider including language about if the county will send an employee home that is exhibiting any symptoms, how long the employee would be sent home for and if the employee will be compensated for the time off through paid sick leave or other.
- Consider including language about if the company will require the employee to provide a doctor's note attesting that he/she is fit for duty and able to return to work.
    - If informed that an employee tests positive for COVID-19, the county will provide notice to health officials in the county in which they are working to thus provide the county with further guidance. Information includes but is not limited to:

- The employee's work location, work hours, general and specific work duties, if the employee has traveled to multiple worksites recently with timing, and the last day the employee was at work.
- Identify who has been in contact with the employee. The employee's name will not be disclosed unless asked to by the health officials.
- Company will establish routine schedule to clean and disinfect common surfaces and objects in the workplace. This includes but is not limited to:

- Tools, machinery, containers, counters, tables, chairs, benches, door handles, knobs, doorbells, drinking fountains, refrigerators, vending machines, portable restroom and bathroom surfaces, automobiles – inside and out, and trash cans.
- The process of disinfecting includes providing disinfecting products, any PPE required for their safe use along with review of manufacturer instructions for proper use.

Procedures to Increase Physical Distancing

Physical distancing is an effective method that can help stop or slow the spread of an infectious disease by limiting the contact between people. For COVID-19, the recommended distance is at least 6 feet.

Employees will be asked to practice distancing outdoors including, but not limited to the following:

- Before starting the work shift
- After the work shift
- Coming and going from vehicle
- Entering, working and exiting physical buildings or other structures
- During breaks and lunch periods
- When other work activities including using various tools

Sanitation Practices

- Check restroom facilities frequently and make sure they are clean and sanitary
- Establish documented cleaning schedule and well visit program to check restrooms condition between scheduled cleaning, re-stock toilet paper, clean and sanitize as necessary or closure until cleaned.
- Make sure handwashing areas have plenty of soap, paper towels and that someone is cleaning and sanitizing
- Make sure handwashing supplies are re-stocked regularly
- Sanitize water receptacle and spigot frequently
- Sanitize door handles and other regularly touched surfaces

Limit Non-Essential Visits and Travel

- Visitors may need approval before arriving, employees should maintain social distancing from visitors.
- Limit any unnecessary travel from one field to another in vehicles, this includes personal employee vehicles and company provided vehicles, with multiple passengers.
- Eliminate all non-essential and non-related services, such as entertainment activities.

Work Related Injuries and Illnesses

Consider including updated language around company procedures for providing timely medical care for individuals not exhibiting signs of COVID-19 but who experience a work-related injury or illness.

NOTE:

Cal/OSHA's regulations require protection for workers exposed to airborne infectious diseases such as the 2019 novel coronavirus disease (COVID-19), first identified in Wuhan City, China in December 2019. This interim guidance provides employers and workers with information for preventing exposure to the coronavirus (SARS-CoV-2), the virus that causes COVID-19. Employers and employees should review their own health and safety procedures as well as the recommendations and standards detailed below to ensure workers are protected.

Injury and Illness Prevention Program (IIPP)

All employers must have an IIPP (title 8 section 3203) to protect employees from workplace hazards. Employers are required to determine if COVID-19 infection is a hazard in their workplace. If it is a workplace hazard, then employers must:

- Implement measures to prevent or reduce infection hazards, such as implementing the CDC recommended actions listed above
- Provide training to employees on their COVID-19 infection prevention methods

Washing Facilities

Regardless of COVID-19 risk, all employers must provide washing facilities that have an adequate supply of suitable cleansing agents, water and single-use towels or blowers (title 8 sections 1527, 3366, 3457 and 8397.4).

Personal Protective Equipment (PPE)

Title 8 section 3380 Personal Protective Devices requires employers to conduct a hazard assessment to determine if hazards are present in the workplace that necessitate the use of PPE. If an employer identifies COVID-19 as a workplace hazard, they must select and provide exposed employees with properly fitting PPE that will effectively protect employees.

Control of Harmful Exposures

Title 8 section 5141 Control of Harmful Exposures requires employers to protect employees from inhalation exposures that can result in injury, illness, disease, impairment or loss of function. COVID-19 is a harmful exposure if there is an increased risk of infection at the workplace. Employers must implement engineering controls where feasible and administrative controls where practicable, or provide respiratory protection where engineering and administrative controls cannot protect employees and during emergencies. The CDC recommendations above describe some useful administrative controls. For more information on respirator use see section 5144 and the federal OSHA respiratory protection etool. Surgical and other non-respirator face masks do not protect persons from airborne infectious disease and cannot be relied upon for novel pathogens. They do not prevent inhalation of virus particles because they do not seal to the person's face and are not tested to the filtration efficiencies of respirators.

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

MEETING DATE: September 1, 2020	**TYPE OF AGENDA ITEM:** ☒Regular ☐Timed ☐Consent

DEPARTMENT: Personnel/Risk Management
APPROVING PARTY: Margaret Long, Director/Van Maddox, Risk Mgr
PHONE NUMBER: 530-289-2879

AGENDA ITEM: Resolution adopting the Sierra County protocols for maintaining a safe and healthy workplace in light of COVID-19.

SUPPORTIVE DOCUMENTS ATTACHED: ☐Memo ☒Resolution ☐Agreement ☐Other
See attached resolution and policy

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:

_____ _____
CLERK TO THE BOARD DATE

BOARD OF SUPERVISORS, COUNTY OF SIERRA, STATE OF CALIFORNIA

RESOLUTION ADOPTING SIERRA COUNTY PROTOCOLS FOR MAINTAINING A SAFE AND HEALTHY WORKPLACE IN LIGHT OF COVID-19

Resolution 2020-

NOW, THEREFORE, BE IT RESOLVED that the Sierra County Board of Supervisors, County of Sierra, State of California does hereby adopt the attached Sierra County Protocols for Maintaining a Safe and Healthy Workplace in Light of COVID-19.

ADOPTED by the Board of Supervisors of the County of Sierra on the _____ day of _____, 2020, by the following vote:

AYES: Supervisors
NOES: None
ABSTAIN: None
ABSENT: None

COUNTY OF SIERRA

_____
JIM BEARD, CHAIRMAN
BOARD OF SUPERVISORS

ATTEST:

_____
HEATHER FOSTER
CLERK TO THE BOARD

APPROVED AS TO FORM:

_____
DAVID PRENTICE
COUNTY COUNSEL

SIERRA COUNTY PROTOCOLS FOR MAINTAINING A SAFE AND HEALTHY WORKPLACE IN LIGHT OF COVID-19

SECTION ONE: COUNTY WIDE POLICIES AND PROTOCOLS

The County has adopted the following polices. Copies of the policies may be found here: Human Resources/Risk Management Department.

A. Policies

- Telecommuting Policy
- Cleaning and Disinfecting Policy
- Physical Distancing and Individual Responsibility Policy
- Use and Disclosure of Confidential Medical Information related to COVID-19
- Accommodations Policy for Employees at High-Risk of Severe Illness Should They Test Positive for COVID-19
- Standalone FFCRA Leaves and Compensation Policy

B. Guidelines and Other Documents

- Guidance for Frontline Managers and Supervisors Implementing COVID-19 Policies and Practices
- Guidelines for Employees on COVID-19 and the "New Normal"
- Employee Physical Distancing and Workplace Safety Responsibilities – Do's and Don'ts of Compliance
- CMIA Medical Release Form

SECTION TWO: FACILITY/WORKSITE-SPECIFIC MEASURES

A. Use of Shared Areas

Public access to such areas at any one time may be limited to the number of individuals identified below:

Public Area-**A public place is generally an indoor or outdoor area, whether privately or publicly owned, to which the public have access**	Maximum number of persons allowed in the area at any given time (this figure includes agency personnel who may also be in the area with members of the public)
All County owned Public Areas to include Transfer Stations, Public Parks and Playgrounds, and Community Halls	As allowed per maintaining 6 feet physical distance

The County maintains several communal areas, which are utilized by County employees. These communal areas are listed below. Access to such areas at any one time may be limited to the number of individuals identified in the chart below.

Communal Area-Space commonly shared by employees	Maximum number of employees permitted in the area at a given time
Boardroom	As allowed by maintaining 6 feet physical distance
Courthouse Lobby	As allowed by maintaining 6 feet physical distance

Personnel Conference Room	As allowed by maintaining 6 feet physical distance
Sheriff's Conference Room	As allowed by maintaining 6 feet physical distance
Basement Copier Room	As allowed by maintaining 6 feet physical distance
Downieville and Loyalton Wellness Centers	As allowed by maintaining 6 feet physical distance
Alleghany,Goodyears Bar, Sierraville, and Loyalton Road Shops	As allowed by maintaining 6 feet physical distance
Loyalton Probation Conference Room	As allowed by maintaining 6 feet physical distance
Health & Human Services Conference Room	As allowed by maintaining 6 feet physical distance
Behavioral Health Kitchen	As allowed by maintaining 6 feet physical distance

B. <u>Public Notice</u>

- Signage is posted at each public entrance of the facility/worksite to inform all employees and members of the public that they must not enter the facility/worksite if they have a cough, fever, shortness of breath, difficulty breathing, chills, muscle pain, headache, sore throat, new loss of taste or smell, or other symptoms consistent with COVID-19 identified by the Centers for Disease Control ("CDC")). Signage states that, while in the facility/worksite, individuals must maintain a minimum six-foot distance from one another.

C. <u>Employee Health and Safety</u>

- The County has canceled non-essential travel until further notice.
- The County will continue to allow telecommuting positions.
- The County will allow staggered shifts for certain positions.

- The County has directed all employees not to come to work if they are sick, including, but not limited to, exhibiting any symptoms of COVID-19 (*e.g.*, cough, fever, shortness of breath, chills, muscle pain, headache, sore throat, new loss of taste or smell, or other symptoms consistent with COVID-19 identified by the Centers for Disease Control ("CDC")).
- The County has identified local health department contacts with whom it will communicate regarding information about COVID-19 outbreaks at the County. The County will assist local health departments in facilitating contact tracing for employees who test positive for COVID-19.
- The County will implement the following Covid-19 self screening system:

SCREENING STEPS

1. **Self monitor for new symptoms every morning before work and follow the flow chart on the following page.**

2. Given that every situation can be unique, this will be the time to discuss options and receive direction about how to proceed. Some people may have symptoms related to ongoing conditions. Some may have seen a doctor and been diagnosed with something other than COVID-19. In other words, symptoms do not have to automatically mean stay home and be quarantined.

- The County is requiring all employees to use a cloth face covering at work when interacting with the public and other employees, and the County is providing such face coverings at no cost to any employees who do not bring their own. The only exception to this requirement is if an employee is alone in their own office or have appropriate barriers and physical distancing at their individual workspaces. The County has notified all members of the public that they will not be permitted to enter or remain in the facility/worksite unless they wear cloth face coverings. The County provided such notice by posting guidance on the County website and posting signage at each public entrance of County facilities.

Feeling fine?

No new cough, fever, sore throat, shortness of breath, fatigue, chills, loss of taste or smell, and/or headache.*

Exposed

I **was** in close contact with someone who has COVID-19**

Self-quarantine at home***

For 14 days from when you were first exposed to the individual who has COVID-19.

Unknown Exposure

I am **unsure** if I have had close contact with anyone who has COVID-19

Come to work!

As essential personnel, our jobs are important in maintaining the services we provide. Please stay diligent in monitoring your health.

*New symptoms refers to symptoms not explained by another chronic illness diagnosed by a medical professional.

**Close contact is defined as being within 6-feet for more than 15 minutes of someone with COVID-19 starting from 2 days (48 hours) before illness onset or, for asymptomatic patients, 2 days prior to specimen collection until the time the patient is isolated.

***Self-quarantine refers to staying within the house or property where an individual lives. Self-quarantining individuals should self-monitor for symptoms; if symptoms develop, they will need to self-isolate within their home. Under self-quarantine, individuals should **not** leave the home for any reason (groceries, post office, etc.) unless it is to receive medical attention.

Not feeling well?

If you are experiencing **new** cough, fever, sore throat, shortness of breath, fatigue, chills, loss of taste or smell, and/or headache **stay home** and **call your supervisor**. You may be recommended to get tested for COVID-19.

Tested Positive/Exposed

I **was** in close contact with someone who has COVID-19 and/or I received a positive test result**

Self-isolate at home***

For at least 10 days from when symptoms first appeared, **AND** you have been fever free for 24 hours **without** using fever reducing medication, **AND** feeling better

Unknown Exposure/Not Tested

I am **unsure** if I have had close contact with anyone who has COVID-19 / I have not been tested

Stay at home

For at least 10 days from when symptoms first appeared, **AND** you have been fever free for 24 hours **without** using fever reducing medication, **AND** feeling better

Tested Negative

I was tested for COVID-19 and my test was negative

Stay at home

Until you have been feeling better for 72 hours, **AND** fever free for 24 hours **without** using fever reducing medication

*New symptoms refers to symptoms not explained by another chronic illness diagnosed by a medical professional.

**Close contact is defined as being within 6-feet for more than 15 minutes of someone with COVID-19 starting from 2 days (48 hours) before illness onset or, for asymptomatic patients, 2 days prior to specimen collection until the time the patient is isolated.

***Self-isolate refers to staying in one room, away from other people, as much as possible. Using a separate bathroom when possible, and avoidance of shared personal household items like towels, utensils, bedding. Under self-isolation, individuals should **not** leave the home for any reason (groceries, post office, etc.) unless it is to receive medical attention.

- The County has arranged desks or individual workstations in such a manner so that employees are separated by at least six feet or have barriers between workstations.
- Break rooms, restrooms, and other common areas are disinfected frequently and thoroughly, according to the following schedule:
    1. Breakrooms: Deep Clean two times a week and after use by staff
    2. Restrooms: Deep Clean two times a week
    3. Waiting areas: Deep Clean two times a week
    4. Conference rooms: Deep Clean two times a week and after use by staff
    5. Board chambers: Deep Clean two times a week and after use by staff
    6. County vehicles: After each use by staff

- The County has directed all employees to discontinue the use of shared office equipment to the extent practicable, or in the alternative to, sanitize shared surfaces and objects (*e.g.*, shared copier/printers, conference room chairs and tables, counter tops, refrigerator door handles, agency vehicles keyboards, shared office supplies) after use.

- The County has directed all employees to sanitize certain parts of agency county vehicle after each use, including outside handles, steering wheels, rearview mirrors, radios, buttons on doors used to control windows and mirrors, gearshifts, and keys. The County will place disinfectant and cleaning supplies in each vehicle.
- The County has directed all employees to frequently wash their hands with soap and water, or use sanitizer when a sink is not available, for 20-seconds and after the following activities: using the restroom, sneezing, touching their face, blowing their nose, touching the refrigerator, using shared equipment such as copier, printer, postage meters, tool handles and vehicles, cleaning, sweeping, mopping, smoking, eating, drinking, entering and leaving the building, going on a break and before the start of their work shift.
- Employees are allowed breaks, as needed, to wash their hands.
- The County has placed no-touch hand sanitizer receptacles at locations where they can be easily accessed by employees and members of the public.
- Disinfectant and related supplies are available to all employees by contacting Building Maintenance.

- Hand sanitizer that contains at least 60% ethanol or 70% isopropanol is available to all employees by contacting Building Maintenance or the Public Health Department.
- The County has suspended the use of shared food and beverages (e.g. bringing in lunch for meetings that is shared "buffet style."
- The County has instructed staff to replace in-person meetings with other means of communication, including but not limited to telephone calls, e-mails, or video conferences that cannot maintain social distancing.
- The County has also encouraged fresh air circulation by directing employees to open windows and doors, to the extent practicable and safe.
- Restrooms normally open to the public will remain open to the public.
- The County will provide training to all employees and officials regarding the measures it is taking and is requiring individuals to take measures to maintain a safe and healthy working environment in accordance with State guidelines.
- Copies of this Protocol have been distributed to all employees in the following manner(s): Department Safety Meeting and emailed to each county employee.

D. **Measures Designed to Keep People At Least Six Feet Apart and Prevent Unnecessary Contact**

- The County has placed signage outside the facility/worksite that instructs people to remain at least six feet apart, including when waiting to enter the facility/worksite.
- The County has instructed all employees to maintain at least a six-foot distance from members of the public and from each other, except employees whose job duties require them to come into closer contact with others or as otherwise necessary.
- The County has instructed all employees using County vehicles that, vehicles be used at no more than 50% capacity with driver and passengers masked.

You may contact the following person with any questions or comments about this Protocol:

Contact Name: JUDI BEHLKE

Job Title: SIERRA COUNTY PERSONNEL ANALYST/SIERRA COUNTY SAFETY OFFICER

Phone Number: 530-289-2879

Email Address: JBEHLKE@SIERRACOUNTY.CA.GOV

ADMINISTRATIVE POLICY AND PROTOCOLS FOR CLEANING AND DISINFECTING THE WORKPLACE

I. Preamble

The purpose of the California Occupational Safety and Health Act of 1973 is to assure safe and healthy working conditions for all workers. (Labor Code § 6300, et seq.)

The Centers for Disease Control and Prevention ("CDC") recommends cleaning and disinfecting public spaces, such as the workplace, in order to reduce the risk of exposure to SARS-CoV-2, the virus that causes COVID-19 (hereinafter "the virus that causes COVID-19"). Normal routine cleaning with soap and water removes germs and dirt from surfaces, and lowers the risk of spreading the virus that causes COVID-19. Disinfecting kills germs on surfaces. Killing germs on surfaces after cleaning can further lower the risk of spreading infection.

The County therefore implements this Administrative Policy and Protocols for Cleaning and Disinfecting the Workplace for the protection of all employees, their families, and the public we serve.

II. Statement of Policy

The purpose of this Policy is to ensure healthy and safe working conditions for all County employees through adherence to federal, state, and local cleaning and disinfecting requirements, recommendations, and best practices intended to limit exposure to the virus that causes COVID-19. Ensuring healthy and safe working conditions and the health and safety of employees is a business necessity for the County.

III. Compliance

The County intends to fully and faithfully comply with any and all applicable federal, state, and local regulations and guidance regarding cleaning and disinfecting worksites in the administration of this Policy and associated protocol.

IV. Policy

Scope of Coverage:

This policy will apply with equal force to all properties and facilities over which the County has custody and control, including both indoor and outdoor areas.

Effective Date:

This Policy shall be effective immediately upon adoption and shall remain in effect until the Human Resources Department in concurrence with Public Health, advises employees that the Policy is no longer operative due to the end of the present public health emergency.

Cleaning Practices for Outdoor Areas:

The virus that causes COVID-19 naturally dies within hours to days in typical indoor and outdoor environments. Warmer temperatures and exposure to sunlight reduces the time the virus survives on surfaces and objects. Outdoor areas generally require normal routine cleaning and do not require disinfection.

(a) *County's Responsibilities:*

The County will maintain existing cleaning and hygiene practices of outdoor areas.

(b) *Employee Responsibilities:*

In addition to the efforts undertaken by County**,** employees are expected to comply with protocols for social distancing and individual responsibility in the workplace, to the extent applicable to outdoor spaces, as well as the provisions in this Policy regarding collective efforts to routinely disinfect frequently used surfaces and objects.

Cleaning Practices for Indoor Areas that have been Unoccupied for at least Seven Days:

The virus that causes COVID-19 has not been shown to survive on surfaces longer than seven (7) days. Therefore, if an indoor area has been unoccupied for seven (7) days or more, the County will conduct normal routine cleaning of that area consistent with its existing cleaning and hygiene practices.

Cleaning and Disinfecting Practices for Indoor Areas that have been occupied within the last Seven Days:

(a) *County's Responsibilities*:

The County will evaluate each building or facility to determine what kinds of surfaces make up each area. Most surfaces and objects will require only routine cleaning consistent with the County's current practices. Such routine cleaning involves cleaning the surface or object with soap and water, followed by disinfection. Additionally, each workday, the County will clean and disinfect frequently touched surfaces and objects, including but not limited to light switches and doorknobs, to further reduce the risk of germs on those surfaces and objects.

Disinfecting will be conducted using an EPA-approved disinfectant, when available. If an EPA-approved disinfectant is unavailable, alternative disinfectants will be used, such as one-third (1/3) cup of bleach

added to one (1) gallon of water or alternatively, seventy percent (70%) alcohol solutions, to disinfect, consistent with CDC guidelines. The County prohibits the mixing of bleach and other cleaning and disinfection products together, as this can cause fumes that may be dangerous when inhaled. The County requires that the use of any cleaning and disinfectant products adhere to the instructions from each product's manufacturer related to concentration, application method, contact time, etc.

(b) *Employee Responsibilities*:

In addition to the efforts undertaken by County employees are expected to comply with provisions in this policy regarding collective efforts to routinely disinfect frequently used surfaces and objects.

Provision of Sanitizing Supplies:

The county will make hand sanitizer available near the entrance of any County facility and in other appropriate areas for use.

Collective Effort to Routinely Disinfect Frequently Used Surfaces and Objects:

The CDC has called upon every American to implement behavior to slow the spread of the virus that causes COVID-19. Everyone has a role in making sure our communities are as safe as possible to reopen and remain open. The County takes this responsibility extremely seriously.

(a) *County's Responsibilities*:

The County will ensure that surfaces and objects within its buildings and facilities are cleaned and disinfected each workday to maintain safe and healthy working conditions for all workers and members of the public.

(b) *Employee Responsibilities*:

In addition to the efforts undertaken by the County**,** every employee across all departments has an individual responsibility to contribute to this effort by routinely disinfecting surfaces and objects with which that employee interacts. This includes mandatory compliance with protocols for Physical Distancing and Individual Responsibility in the Workplace. The County will provide effective disinfectants throughout its buildings and facilities to be used to disinfect these items to assist employees in meeting their individual responsibilities. Employees are expected to utilize these disinfectants to regularly wipe down commonly used surfaces and objects.

Providing of Personal Protective Equipment ("PPE") for Workers Assigned to Clean or Disinfect the Workplace:

(a) *County Requirements Applicable to County Employees Assigned Whose Job Duties Require Them to Clean or Disinfect County Buildings or Facilities*:

County employees must wear appropriate PPE throughout the cleaning/disinfecting process, including the handling of trash.

The County will provide the necessary and appropriate PPE at no cost to employee whose job duties require them to clean or disinfect its buildings or facilities, as set forth in Occupational Safety and Health Administration ("OSHA") regulations. (See 29 C.F.R. § 1910.132 (h).) This provision does not apply to County employees that contribute to cleaning and disinfecting efforts in an isolated fashion, such as wiping down a doorknob or desk after its use.

Appropriate PPE includes disposable gloves and gowns that are compatible with the disinfectant products being used. The County may require that employees whose job duties require them to clean and disinfect its buildings or facilities wear additional PPE, such as goggles or face shields, based on the cleaning/disinfectant products being used and whether a risk of splashing reasonably exists. If disposable gowns are unavailable, employees whose job duties require them to clean and disinfect its buildings or facilities must wear a similar type of covering, such as coveralls, aprons, or work uniforms. Any reusable (washable) clothing worn during the cleaning/disinfecting process must be laundered afterwards. Employees, whose job duties require them to handle dirty laundry, must clean their hands after handling dirty laundry.

Proper Use of PPE and Training Related to PPE

County employees utilizing PPE must carefully remove gloves and gowns at the end of the cleaning/disinfecting process to avoid contamination of the wearer and surrounding area. After the removal of gloves, employees must wash their hands thoroughly with soap and water.

The County will ensure that any employees utilizing PPE as described in this section are trained on when to use PPE, what PPE is necessary, how to properly don (put on), use, and doff (take off) PPE, how to maintain and dispose of PPE, and the limitations of PPE. The County will also ensure that any employees utilizing PPE as described in this section are trained on proper eye and face protection, hand protection, and respiratory protection.

ADMINISTRATIVE POLICY AND PROTOCOLS FOR PHYSICAL DISTANCING AND INDIVIDUAL RESPONSIBILITY IN THE WORKPLACE

I. Preamble

The purpose of the California Occupational Safety and Health Act of 1973 is to assure safe and healthy working conditions for all workers. (Labor Code § 6300, et seq.)

The Centers for Disease Control and Prevention ("CDC") recommends physical distancing to reduce the spread of SARS-CoV-2, the virus that causes COVID-19 (hereinafter "the virus that causes COVID-19"). The virus that causes COVID-19 spreads primarily when people come into close contact (within about 6 feet) with each other for a prolonged period (approximately 10 minutes or more). Such spread happens when an infected person coughs, sneezes, or talks, and respiratory droplets from their mouth or nose are launched into the air and land in the mouth, nose, and/or eyes of people nearby. The droplets can also be inhaled into the lungs. Studies indicate that people who are infected but do not have symptoms likely also play a role in the spread of the virus that causes COVID-19.

The County therefore implements this Administrative Policy and Protocol for Physical Distancing and Individual Responsibility in the Workplace for the protection of all employees, their families, and the public we serve.

II. Statement of Policy

The purpose of this policy is to ensure the health and safety of working conditions for all County employees through adherence to physical distancing and cleaning and disinfecting principles and best practices. Ensuring healthy and safe working conditions and the health and safety of employees is a business necessity for the County.

III. Compliance

The County will fully and faithfully comply with any and all applicable laws, including, but not limited to, the Americans with Disabilities Act ("ADA"), the Rehabilitation Act of 1973, the Fair Employment and Housing Act ("FEHA"), and the California Confidentiality of Medical Information Act ("CMIA") in the administration of this policy and associated protocol.

IV. Policy

Scope of Coverage:

This policy will apply with equal force to all County employees as preventing the transmission of the virus that causes COVID-19 in the workplace is reasonably related to all County jobs.

Effective Date:

This policy shall be effective immediately upon adoption and shall remain in effect until the Human Resources Department in concurrence with Public Health advises employees that the policy is no longer operative.

Reduction of In-Person Employee Headcount at Any Given Time:

To reduce the spread of the virus that causes COVID-19, the Department Manager, in concurrence with Human Resources, is authorized to allow, encourage, or require remote work as appropriate for any given employee or class of employees. Employees may be required, for example, to work remotely one day and report to the workplace the next. The Department Manager, in concurrence with Human Resources, is further authorized to implement flexible or staggered work hours, including staggered breaks, as needed.

Minimum Spacing of Six Feet:

Employees and members of the public entering and using County facilities must maintain a minimum physical distance of six feet between themselves and any other person at all times. While on duty at any County facility, or working off site, employees must also minimize exposure to and contact with others.

To the extent that existing arrangements of workstations or furniture, including in break rooms or conference rooms, do not provide for adequate spacing, they must be rearranged to provide for such spacing. If furniture cannot be rearranged to allow for adequate spacing, seats or desks that would encroach on the six-foot distance must be clearly marked as prohibited for use.

Entry to any County facility must be limited to a number of people that can easily maintain, at all times, a minimum six-foot physical distance from others, except as necessary to complete the business for which the person is at the facility.

Waiting areas will be rearranged to discourage members of the public from waiting or sitting within 6 feet of one another.

Where employees and members of the public form lines for products or services, such as at a public counter, appropriate markings must be placed at 6-foot intervals to indicate where employees and/or members of the public should stand while waiting in order to provide

adequate spacing. Persons who are family members or household contacts, may stand or move together, but must be separated from others by a physical distance of at least six feet.

Employees shall refrain from engaging in handshakes, hugs, or any other unnecessary physical contact with any person at all times while on County premises or otherwise while on duty outside of their home (telework) workspace.

Physically Distanced Meetings Only When Necessary:

Where feasible, in-person meetings must be replaced with other means of communication, including but not limited to telephone calls, e-mails, or video conferences. Staff meetings normally held in meeting rooms or shop settings should take place outside when physical distancing is not practicable in the usual space, or video conferencing is not available. All participants should wear face coverings.

If an in-person meeting is held, it must take place in a conference room or other space that allows the participants sufficient space to maintain the minimum spacing of six feet and all participants should wear face coverings. After a conference room is used for a meeting, the conference room must be cleaned and disinfected in accordance with the County's Cleaning and Disinfecting Policy before it can be used again. This includes, but it is not limited to, requiring that all employees who attended the in-person meeting clean and disinfect the space they occupied during the meeting (*e.g.*, their chair, area of the conference table at which they sat) using County provided sanitizing supplies, as described below.

Social Visits to be Avoided:

Employees should refrain from congregating in confined spaces, such as conference or break rooms.

If socializing cannot be avoided, employees must observe the requirement that they maintain a minimum physical distance of six feet between themselves and any other person at all times and face coverings should be worn.

Employees are prohibited from permitting social visitors (visitors who are not on official business) into any non-public areas of County facility. When and where such social visits do occur, employees must maintain the minimum spacing of six feet at all times. Employees may socialize with visitors who are not on official business outside the workplace (*e.g.*, an employee may go to lunch with their spouse off-site.)

Wearing of Face Coverings:

Members of the public who enter a County facility must wear a face covering during their time in the facility.

Employees working at a County worksite, including in office and out of office locations, should use cloth face coverings unless in an individual office alone or in an individual workspace with barriers and six feet apart.

A "cloth face covering" is a material that covers the nose and mouth. It may be secured to the head with ties or straps or simply wrapped around the lower face. It may be made of a variety of materials, such as cotton, silk, or linen. Acceptable cloth face covering options include, but are not limited to:

- Bandana with no holes or tears in the fabric;
- Neck gaiter with no holes or tears in the fabric;
- Homemade face covering with no holes or tears in the fabric;
- Scarf; with no holes or tears in the fabric;
- Tightly woven fabric, such as cotton t-shirts and some types of towels with no holes or tears in the fabric;

A cloth face covering that no longer covers the nose or mouth; has stretched out or damaged ties or straps; cannot remain securely attached to a person's face; has holes or tears in the fabric; and/or obstructs an employee's vision do not comply with this policy. An employee or member of the public must immediately replace their face covering under these circumstances or leave the facility.

Use of a surgical mask is not required, but employees who choose to do so are in compliance with this policy as long as the surgical mask is in good condition and can remain securely attached to the employee's face.

Hand Washing:

Employees are expected to wash their hands (for a minimum of 20 seconds), or use hand sanitizer when a sink is not available, and after any of the following activities: using the restroom, sneezing, touching the face, blowing the nose, cleaning, sweeping, mopping, smoking, eating, drinking, entering or leaving the facility, going on break, and before and after their work shift or use of shared equipment. https://www.cdc.gov/handwashing/hand-sanitizer-use.html

Provision and Use of Sanitizing Supplies:

Hand sanitizer (at least 60% ethanol or 70% isopropanol), soap and water must be made available near the entrance of any County facility and in other appropriate areas for use by the public and employees. Effective disinfectants should be provided so that commonly used surfaces (*e.g.,* doorknobs, keyboards, remote controls, desks, staplers, copiers, other work tools and equipment) can be wiped down by employees before each use.

It is each employee's responsibility to use these supplies to sanitize every surface they touch after each use, except those in an employee's own private office space, including but not limited to doorknobs, tables, desk and counter tops, chairs, copiers, printers, books/binders, refrigerators, microwaves, coffee makers, file cabinets and shelves, shared computers, phones, tools, and other equipment. It is further each employee's responsibility to similarly sanitize their own office at the end of their work day or before that space is shared or used by any other

person (e.g., an employee must wipe down all surfaces in his or her office before allowing another person to enter for a meeting).

Any items handled by public visitors to any County facility, including, but not limited to, visitor badges, clipboards, or pens, must be taken out of circulation after each use and not be used again until wiped down with effective disinfectants in accordance with this policy.

County Vehicles:

County vehicles should be occupied by 50% of capacity. If sharing a vehicle, employees should wear their face coverings while in the vehicle. County vehicle door handles, seatbelts, seats, and steering wheels must be sanitized before each use of the vehicle. A bottle of sanitizer must be placed in each County vehicle and replaced or refilled when empty. It is the responsibility of all employees who operate vehicles to ensure hand sanitizer is available in each car.

Remote Public Access to Meetings

Members of the public wishing to attend open session meetings of the Board of Supervisors may do so remotely. Information regarding how to attend remotely will be posted on the County website.

Required Posting and Distribution:

Signs must be placed at conspicuous places at all public entrances that instruct members of the public not to enter if they are experiencing symptoms associated with COVID-19 (*e.g.*, cough, shortness of breath or difficulty breathing, and/or more of the following: fever, chills, repeated shaking with chills, muscle pain, headache, sore throat, new loss of taste or smell, or any other symptom associated with COVID-19 identified by the CDC), The signs must also instruct persons who are not experiencing these symptoms and who can enter the facility that they are to wear face coverings and maintain six feet of distance between themselves and others while inside.

A copy of this document, ADMINISTRATIVE POLICY AND PROTOCOLS FOR PHYSICAL DISTANCING AND INDIVIDUAL RESPONSIBILITY IN THE WORKPLACE, must be provided to each County employee and posted at or near the entrance of each County facility. The location at which the ADMINISTRATIVE POLICY AND PROTOCOLS FOR SOCIAL DISTANCING AND INDIVIDUAL RESPONSIBILITY IN THE WORKPLACE must be easily viewable by the public and employees.

ACKNOWLEDGMENT OF RECEIPT OF SIERRA COUNTY'S ADMINISTRATIVE POLICY AND PROTOCOLS FOR SOCIAL DISTANCING AND INDIVIDUAL RESPONSIBILITY IN THE WORKPLACE

I acknowledge I have received a copy of Sierra County's administrative policy and protocols for social distancing and individual responsibility in the workplace (the "policy"). I have read the policy, understand it and agree to follow it.

I understand it is my obligation to refrain from engaging in conduct in violation of the Policy.

Print Name

_____

Signature

_____

Date

ADMINISTRATIVE POLICY AND PROTOCOLS FOR THE USE AND DISCLOSURE OF CONFIDENTIAL COUNTY MEDICAL INFORMATION RELATED TO COVID-19

I. Preamble

The County implemented COVID-19 symptom screenings in order to ensure the health and safety of County employees in accordance with the California Occupational Safety and Health Act of 1973 and its purpose to assure safe and healthy working conditions for all workers. (Labor Code § 6300, et seq.)

The **County's COVID-19 symptom screening** collects certain confidential medical information ("Medical Information") about County employees.

II. Definitions

"Medical Information" means any Individually Identifiable information, in electronic or physical form, in possession of or obtained from a provider of health care, health care service plan, pharmaceutical company, or contractor regarding an employee's medical history, mental or physical condition, or treatment. It also means any Individually Identifiable information collected by County in relation to the COVID-19 testing and/or COVID-19 symptom screening implemented by County. "Individually Identifiable" means that the Medical Information includes or contains any element of personal identifying information sufficient to allow identification of the individual, such as the patient's name, address, electronic mail address, telephone number, or social security number, or other information that, alone or in combination with other publicly available information, reveals the individual's identity.

II. Statement of Policy

The purpose of this policy is to safeguard Medical Information in a manner compliant with the Confidentiality of Medical Information Act ("CMIA") and the Americans with Disabilities Act ("ADA") with respect to all Medical Information that the County acquires during the administration of these protocols and/or policies, or obtains by other means. The County recognizes the importance of confidentiality concerning the information at issue and will fully and faithfully comply with CMIA in its use and disclosure of such information.

III. Authority

The County is authorized to conduct the COVID-19 symptom screening under the authority provided for under policy.

IV. Compliance

The County will fully and faithfully comply with the CMIA and ADA in the implementation and administration of this policy.

V. Policy

Scope of Coverage:

This policy covers all Individually Identifiable Medical Information of all County employees and applicants that the County acquires or obtains and which relates to COVID-19, including, but not limited to, symptoms associated with COVID-19, positive COVID-19 test results, and other health or medical conditions that would place the employee at high-risk for a serious illness if the employee contracted COVID-19.

Specifically, this policy covers the following types of Medical Information:

- All Medical Information acquired by County during or as a result of the administration of the COVID-19 symptom screening.

- All Medical Information that the County obtains by means other than by testing administered by the County. For example, the County Public Health Department may inform the County that an employee has tested positive or an employee may voluntarily disclose a positive COVID-19 diagnosis not as the result of a test administered by the County.

- All Medical Information related to COVID-19 that the County acquires or obtains, including, but not limited to, information about an employee's health or medical conditions that may put the employee at increased risk of serious illness should the employee contract COVID-19.

Effective Dates:

This policy shall be effective immediately upon adoption and shall remain in effect as long as necessary to safeguard Medical Information acquired or obtained by the County employees and as otherwise required by law.

Employee Authorization to Disclose Medical Information:

Permissible disclosures of employee Medical Information without prior written authorization from an employee are limited.

Should an employee wish to provide the County authority to make additional disclosures of Medical Information related to COVID-19, the employee or their legal representative may authorize such disclosure using the Authorization for Disclosure and Use of Medical Information ("Authorization"), and completing each of the required fields provided therein.

An employee may also authorize the Disclosure and Use of Medical Information in a handwritten document. Such a handwritten Authorization must:

- State the specific uses and limitations on the types of Medical Information to be disclosed;
- State the name or function of the County that may disclose the Medical Information;
- State the names or functions of the persons or entities authorized to receive the Medical Information;
- State the limitations, if any, on the use of the Medical Information by the persons or entities authorized to receive the Medical Information; and
- State a specific date after which the **C**ounty is no longer authorized to disclose the Medical Information.

Permissible Uses and Disclosures of Medical Information:

Generally, the County may not disclose Medical Information without prior written authorization from an employee. The County may, however, use and disclose an employee's Medical Information for certain public interest and benefit purposes, including, but not limited to:

- If compelled by judicial or administrative process or by any other specific provision of law;
- That part of the information which is relevant in a lawsuit, arbitration, grievance, or other claim or challenge to which the County and employee are parties and in which the patient has placed in issue his or her medical history, mental or physical condition, or treatment may be used or disclosed in connection with that proceeding;
- For the purpose of administering and maintaining employee benefit plans, including health care plans and plans providing short-term and long-term disability income, workers' compensation and for determining eligibility for paid and unpaid leave from work for medical reasons;
- To a provider of health care or other health care professional or facility to aid the diagnosis or treatment of the employee, where the employee or other person authorized by law to permit disclosure of Medical Information on the employee's behalf, is unable to authorize the disclosure.

The uses and disclosures of an employee's confidential information for these purposes do not require the employee's authorization.

Further, it shall not be a violation of the Policy and Protocols for the County to disclose information that does not contain Individually Identifiable information of an employee. For example, the County may notify other employees that an employee has tested positive for COVID-19 so long as the County does not disclose information that would lead others to identify that employee (e.g. their name, work location, position). In such a circumstance, it may be necessary for the County to inform certain persons, such as the individual's supervisor, janitorial staff, that an employee has tested positive so that County may take appropriate steps to ensure a healthy and safe workplace for all employees.

Disclosures of Medical Information to the Employee:

Employees are entitled to access and review their medical file as maintained by the County**.** The County must disclose the Medical Information contained in the employee's medical file to the employee when requested.

Reasonable Safeguards for Medical Information:

The County employs reasonable safeguards in order to protect against and limit the incidental use and disclosure of employee's Medical Information.

The County will store Medical Information in a medical file that is separate and distinct from the employee's personnel file.

County employees follow the following safeguards in order to limit the incidental use and disclosure of Medical Information:

1. Determine who is with an employee before discussing the employee's Medical Information.

2. Do not assume that an employee will permit disclosure of their Medical Information to a family member or friend.

3. Request that individuals leave the room or vicinity in order to provide the employee an opportunity to object to the disclosure of their Medical Information.

4. Dispose of unnecessary paper products that have protected health information in a shredder.

Limiting the Disclosures of Medical Information:

All requests for Medical Information, whether routine or non-routine, are handled by the County's Department of Human Resources. All County employees must therefore direct all requests for Medical Information to the County's Department of Human Resources.

Policy on Requests to Review and/or Amend Employee Authorization for Disclosure of Medical Information:

Employees are entitled to request a true copy of an employee's authorization for the disclosure of Medical Information**.**

Employees are also entitled to cancel or modify an employee authorization for the disclosure of Medical Information. Employees who wish to cancel or modify an employee authorization must provide written notice to Personnel**.** Cancellations and modifications of employee authorizations only become effective after County receives written notice of any such action.

Policy on Requests to Restrict Use and Disclosure of Medical Information:

Employees are entitled to request that the County restrict the use and/or disclosure of protected health information, as outlined in Civil Code Section 56.11(d)-(h).

If an employee has authorized disclosure of Medical Information but wishes to restrict such authorization, County shall communicate to the person or entity to which it discloses the Medical Information any limitations in the authorization regarding the use of the Medical Information.

ADMINISTRATIVE POLICY AND PROTOCOLS FOR THE ACCOMMODATION OF EMPLOYEES WHO ARE AT HIGH-RISK OF SEVERE ILLNESS FROM COVID-19

I. Preamble

Federal and State equal employment and opportunity laws, including the American with Disabilities Act ("ADA") and the Rehabilitation Act, Title VII of the Civil Rights Act, the Fair Employment and Housing Act ("FEHA"), and the Age Discrimination in Employment Act ("ADEA") impose certain obligations on the County in terms of the provision of reasonable accommodations.

Absent an undue hardship to the County or a direct threat to the health and safety of County employees, the County may provide certain employment-related accommodations to employees who, because they are age 65 or older or have an underlying medical condition, are

at higher risk of severe illness if they contract the virus that causes COVID-19, in order to reduce the risk of such employees contracting the virus.

II. Statement of Policy

This discretionary policy provides to qualified employees the right to request that the County provide certain additional accommodations that, while not otherwise required by law, may reduce the risk of such employees contracting the virus that causes COVID-19.

III. Compliance

The County intends to fully and faithfully comply with any and all applicable laws, including, but not limited to, the ADA, Rehabilitation Act, the FEHA and the ADEA in the administration of this policy and associated protocol.

IV. Policy

Scope of Coverage:

This policy applies to and covers all County employees who can demonstrate that they are at higher risk of severe illness if they contract the virus that causes COVID-19 because they are age 65 or older or have one or more of the underlying medical conditions enumerated below.

Based on the available information at the time that this policy was adopted, the Centers for Disease Control and Prevention ("CDC") identify the following individuals as those who might be at higher risk of severe illness if the individual contracted the virus that causes COVID-19:

- People 65 years of age and older;
- People who have chronic lung disease;
- People with moderate to severe asthma;
- People who have serious heart conditions;
- People who are immunocompromised by conditions such as cancer treatment, smoking, bone marrow or organ transplantation, immune deficiencies, and prolonged use of corticosteroids and other immune weakening medications;
- People with severe obesity (body mass index of 40 or higher);
- People with diabetes;
- People with chronic kidney disease undergoing dialysis; and
- People with liver disease

The County expressly reserves the right to modify the above-enumerated conditions based on new information or guidance provided by the CDC or other public health authorities.

Effective Dates:

This Policy shall be effective immediately upon adoption and shall remain in effect until the Human Resources Department in concurrence with Public Health advises employees that the Policy is no longer operative due to the end of the present public health emergency.

Notice to Human Resources:

If an employee is age 65 or older, has any of the recognized underlying medical conditions enumerated herein, or another condition that the employee believes places them at higher risk for severe illness if they contract the virus that causes COVID-19, the employee may inquire with County's Human Resources Department regarding a potential workplace accommodation.

County Policy against Retaliation:

The County will not terminate, suspend, discipline, or take any other adverse employment action against an employee because they are exercising their privileges under this Policy.

Process for Accommodation Request:

While the request for accommodation under this policy is separate and distinct from a request for a reasonable accommodation under the ADA, an employee who desires an accommodation under this policy must make such a request in writing.

Following receipt of the request, the County's Human Resources Department will require a note from the employee's health care provider(s) certifying that the employee has a qualified underlying medical condition that exposes the employee to a higher risk of severe illness if they contract the virus that causes COVID-19. Furthermore, the County's Human Resources Department may require additional information, including, but not limited to, documentation from the employee's health care provider to determine whether the employee's underlying condition necessitates an additional accommodation when the employee returns to the workplace.

The County's Human Resources Director or their designee will make determinations regarding accommodations under this policy on a case-by-case basis. Accommodations may include, but are not limited to, the following:

- Alternative work assignments or locations;
- Telework;
- Reassignment;
- Increased physical distancing measures; and/or
- Leave.

The County's Human Resources Department will work in good faith with the employee to fully consider all potential accommodations.

No Right to Appeal Accommodation Determinations:

Determinations made by the County's Human Resources Department are final and are not subject to appeal by the employee or the employee's employee organization.

ADMINISTRATIVE POLICY AND PROTOCOLS FOR EMPLOYEE LEAVE AND COMPENSATION UNDER THE FAMILIES FIRST CORONAVIRUS RESPONSE ACT

I. Preamble

The purpose of the Families First Coronavirus Response Act ("FFCRA") is to provide employees with paid sick leave and expanded family and medical leave for reasons related to COVID-19. (Public Law No. 116-127.)

Subsequent to the enactment of the FFCRA, the Department of Labor ("DOL") promulgated temporary regulations to implement expanded family and medical leave under Title I of the Family and Medical Leave Act ("FMLA") and emergency paid sick leave to assist working families facing public health emergencies. The DOL also published a correction in the Federal Register to make certain technical corrections to the regulatory text. The DOL has also provided informal guidance concerning the implementation of the emergency paid sick leave and expanded family and medical leave provisions.

This policy is intended to provide employees with the emergency paid sick leave and expanded family and medical leave to which they are entitled under FFCRA.

II. Statement of Policy

The County will provide eligible employees with leave pursuant to the Emergency Paid Sick Leave Act ("EPSLA") (*i.e.*, Emergency Paid Sick Leave), Emergency Family, and Medical Leave Expansion Act ("EMFLEA") (*i.e.*, Emergency Family and Medical Leave) as required under the Families First Coronavirus Response Act ("FFCRA" or the "Act"). The following provisions set forth certain rights and obligations with respect to said leave.

III. Compliance

The County will fully and faithfully comply with the requirements set forth in the FFCRA and the regulations promulgated by the DOL in its administration of this policy.

IV. Policy

Section 1. Effective Dates

The Administrative Policy and Protocols for Employee Leave and Compensation under the FFCRA shall expire on December 31, 2020 or when the EPSLA or EMFLEA provisions of the FFCRA are no longer effective under the law, whichever is later.

Section 2. Definitions

A. "Child Care Provider" means a provider who receives compensation for providing childcare services on a regular basis. The term includes a center-based child care provider, a group home child care provider, a family child care provider, or other provider of child care services for compensation that is licensed, regulated, or registered under State law; and satisfies the State and local requirements. However, under the FFCRA, the eligible childcare provider *need not be compensated or licensed* if he or she is a family member or friend, such as a neighbor, who regularly cares for the Employee's child.

B. "Emergency Family and Medical Leave" means leave provided under the EMFLEA (Sec. 3101, et seq. of the FFCRA).

C. "Emergency Paid Sick Leave" means leave provided under the EPSLA (Sec. 5101, et seq. of the FFCRA).

D. "Emergency responder" means the following for the purposes of employees who may be exempted from Emergency Paid Sick Leave and Emergency Family and Medical Leave: (1) Anyone necessary for the provision of transport, care, healthcare, comfort and nutrition of such patients, or others needed for the response to COVID-19; or (2) Anyone who serves in the military or national guard, or as a law enforcement officer, correctional institution personnel, fire fighter, emergency medical services personnel, physician, nurse, public health personnel, emergency medical technician, paramedic, emergency management personnel, 911 operator, child welfare worker and service provider, public works personnel, and persons with skills or training in operating specialized equipment or other skills needed to provide aid in a declared emergency, as well as individuals who work for such facilities employing these individuals and whose work is necessary to maintain the operation of the facility.

E. "Health care provider" means the following for the purposes of employees who may be exempted from Emergency Paid Sick Leave and Emergency Family and Medical Leave: (1) Anyone employed at any doctor's office, hospital, health care center, clinic, postsecondary educational institution offering health care instruction, medical school, local health department or agency, nursing facility, retirement facility, nursing home, home health care provider, any facility that performs laboratory or medical testing, pharmacy, or any similar institution, employer, or entity; or (2) Any individual employed by an entity that contracts with any of these institutions described above to provide services or to maintain the operation of the facility where that individual's

services support the operation of the facility. This also includes anyone employed by any entity that provides medical services, produces medical products, or is otherwise involved in the making of COVID-19 related medical equipment, tests, drugs, vaccines, diagnostic vehicles, or treatments.

F. "Individual" for the purpose of Section 3.D. above means an employee's immediate family member, a person who regularly resides in the employee's home, or a similar person with whom the employee has a relationship that creates an expectation that the employee would care for the person if he or she were quarantined or self-quarantined. "Individual" does not include persons with whom the Employee has no personal relationship.

G. "Son or Daughter" means a biological, adopted, or foster child, a stepchild, a legal ward, or a child of a person standing *in loco parentis*, who is under 18 years of age; or 18 years of age or older who is incapable of self-care because of a mental or physical disability. (29 U.S.C. 2611; 29 CFR 826.10(a).)

H. "Subject to a Quarantine or Isolation Order" means a quarantine or isolation order includes quarantine, isolation, containment, shelter-in-place, or stay-at-home orders issued by any Federal, State, or local government authority that cause the employee to be unable to work even though his or her Employer has work that the employee could perform but for the order. This also includes when a Federal, State, or local government authority has advised categories of citizens (*e.g.*, of certain age ranges or of certain medical conditions) to shelter in place, stay at home, isolate, or quarantine, causing those categories of employees to be unable to work even though their employers have work for them.

Section 3. Emergency Paid Sick Leave

Qualifying Reasons for Emergency Paid Sick Leave:

Emergency Paid Sick Leave is only permitted for the following reasons:

A. The employee is Subject to a Quarantine or Isolation Order related to COVID-19.

B. The employee has been advised by a health care provider to self-quarantine due to concerns related to COVID-19.

C. The employee is experiencing symptoms of COVID-19 and seeking a medical diagnosis.

D. The employee is caring for an individual who is Subject to a Quarantine or Isolation Order or who has been advised by a health care provider to self-quarantine due to concerns related to COVID-19.

E. The employee is caring for the employee's son or daughter if the child's school or place of care has been closed, or the child's childcare provider is unavailable, due to COVID-19 precautions.

F. The employee is experiencing any other substantially similar condition specified by the Secretary of Health and Human Services in consultation with the Secretary of the Treasury and the Secretary of Labor.

Employees Eligible for Emergency Paid Sick Leave:

A. Subject to Sections B and C, below, all County employees are potentially eligible for Emergency Paid Sick Leave.

B. Employees are not eligible for Emergency Paid Sick Leave if the County determines that the employee's duties and services are not needed during all or part of the period of requested Emergency Paid Sick Leave (for example, because the County has temporarily stopped providing the services that the employee would otherwise provide). In this circumstance, the County may deem that the employee is not working due to lack of work.

Amount of Emergency Paid Sick Leave:

- Leave taken as Emergency Paid Sick Leave is in addition to any other statutory or contractual leave to which the employee is entitled.

- Full time employees working 40 hours per week may take up to 80 hours of Emergency Paid Sick Leave.

- Part time employees may take to up to the average number of hours that they work over a two-week period as determined by reviewing the six-month period prior to the usage of leave. If the employee has been employed by the County for fewer than six months, the County will calculate the leave entitlement based on the entire period the employee has been employed.

- Employees hired on or after April 1, 2020 who took the full 80 hours of Emergency Paid Sick Leave when employed by another employer are not entitled to take any additional Emergency Paid Sick Leave with the County**.** An employee, who has taken some, but not all, of the Emergency Paid Sick Leave to which they are entitled when they were employed by another employer, is entitled only to the remaining portion of such leave from the County**.**

- An employee who is laid off or otherwise terminated on or after March 1, 2020 and who is rehired on or before December 31, 2020 will be eligible for unused Emergency Paid Sick Leave for the qualifying reasons set forth in Section 3.

Employee Benefits While on Emergency Paid Sick Leave:

The benefit amount varies based on the reason for the leave as follows:

A. Employees are entitled to Emergency Paid Sick Leave at their regular rate of pay, subject to a cap of $511 per day and $5,110 in the aggregate, if they are unable to work or telework for one of the following reasons:

    1. The employee is Subject to a Quarantine or Isolation Order related to COVID-19;
    2. The employee has been advised by a health care provider to self-quarantine due to concerns related to COVID-19; or,
    3. The employee is experiencing symptoms of COVID-19 and seeking a medical diagnosis.

B. Employees are entitled to Emergency Paid Sick Leave at two-thirds (2/3) of their regular rate of pay, subject to a cap of $200 per day and $2,000 in the aggregate, if they are unable to work or telework for one of the following reasons:

    1. The employee is caring for an individual who is Subject to a Quarantine or Isolation Order related to COVID-19 or who has been advised by a health care provider to self-quarantine due to concerns related to COVID-19;
    2. The employee is caring for the employee's son or daughter if the child's school or place of care has been closed, or the child's childcare provider is unavailable, due to COVID-19 precautions; or
    3. The employee is experiencing any other substantially similar condition specified by the Secretary of Health and Human Services in consultation with the Secretary of the Treasury and the Secretary of Labor.

Supplementation of Paid Accrued Leaves:

Employees may supplement the compensation they receive if taking Emergency Paid Sick Leave (paid up to the specified limitations under the FFCRA) with their earned or accrued leaves in order to achieve 100% of the pay the employee would normally receive in a given week for working their regularly scheduled hours.]

Intermittent Leave

Generally, an employee must use the permitted days of Emergency Paid Sick Leave consecutively until the employee no longer has a qualifying reason to take the leave. An employee may request Emergency Paid Sick Leave on an intermittent basis only if the employee obtains the County's prior approval to do so, *and*:

(1) The employee is not working *and* qualifies for use of Emergency Paid Sick Leave; or

(2) The employee is teleworking; or

(3) The employee is reporting to the worksite *and* has requested Emergency Paid Sick Leave to care for their son or daughter if the child's school or place of care has been closed, or the child's childcare provider is unavailable, due to COVID-19 precautions.

The County will evaluate such request to determine if such leave is operationally feasible.

Restoration to Prior Position:

An employee who uses Emergency Paid Sick Leave is entitled to reinstatement to their prior or an equivalent position, unless the employee's employment would have ended regardless of whether he or she took leave.

Emergency Paid Sick Leave is Protected Leave:

Emergency Paid Sick Leave is considered protected leave when used for the reasons specified in Section 3. The County shall not discharge, discipline, or in any other manner discriminate against an employee who takes Emergency Paid Sick Leave.

Emergency Paid Sick Leave Request:

The County requests, but does not require that the employee provide notice of the need to use Emergency Paid Sick Leave until after the first workday of usage of such leave. However, an employee may provide notice of the need to use Emergency Paid Sick Leave prior to the usage of such leave.

After the first workday for which an employee takes Emergency Paid Sick Leave, the employee must provide reasonable notice for the usage of such as soon as is practicable thereafter.

An employee may provide notice of the need to use Emergency Paid Sick Leave orally or in writing, and may provide such notice through the employee's spokesperson (e.g., spouse, adult family member, or other responsible party) if the employee is unable to provide such notice personally.

If an employee fails to provide proper notice, the County will give the employee notice of the failure and provide the employee with an opportunity to provide the required documentation, described below, prior to denying the employee's request for leave.

Certification of Emergency Paid Sick Leave:

An employee who seeks Emergency Paid Sick Leave must provide the following information, in writing, prior to the commencement of the leave or as soon thereafter as practicable:

(1) Employee's name;

(2) Date(s) for which leave is requested;

(3) Qualifying reason for the leave; and

(4) Written statement that the Employee is unable to work because of the qualified reason for leave.

In addition, the employee must provide the following documentation in support of his/her request for Emergency Paid Sick Leave:

(1) To take Emergency Paid Sick Leave because the employee is Subject to a Quarantine or Isolation Order related to COVID-19, the employee must provide the name of the government entity that issued the quarantine or isolation order.

(2) To take Emergency Paid Sick Leave because the employee has been advised by a health care provider to self-quarantine due to concerns related to COVID-19, the employee must provide the name of the health care provider who advised the employee to self-quarantine due to concerns related to COVID-19.

(3) To take Emergency Paid Sick Leave because the employee is caring for an individual who is Subject to a Quarantine or Isolation Order related to COVID-19 or who has been advised by a health care provider to self-quarantine due to concerns related to COVID-19, the employee must provide either: (1) The name of the government entity that issued the Quarantine or Isolation Order to which the individual being cared for is subject; or (2) The name of the health care provider who advised the individual being cared for to self-quarantine due to concerns related to COVID-19.

(4) To take Emergency Paid Sick Leave because the employee is caring for the employee's son or daughter if the child's school or place of care has been closed, or the child's child care provider is unavailable, due to COVID-19 precautions, the employee must provide: (1) The name of the son or daughter being cared for; (2) The name of the School, Place of Care, or Child Care Provider that has closed or become unavailable; and (3) A representation that no other suitable person will be caring for the Son or Daughter during the period for which the employee takes Emergency Paid Sick Leave.

Emergency Paid Sick Leave Carry-Over:

Unused Emergency Paid Sick Leave will carryover for any employee who after termination, resignation, retirement, or other separation from employment is rehired prior to the expiration described in Section 13 below. Under no circumstances will unused Emergency Paid Sick Leave carry over after the expiration described in Section 13 below.

No Emergency Paid Sick Leave Cash-Out or Conversion to Service Credits:

Unused Emergency Paid Sick Leave may not be cashed out upon termination, resignation, retirement, or other separation from employment.

Unused Emergency Paid Sick Leave may not be converted to retirement service credits.

Section 4. Emergency Family and Medical Leave

Reasons for Emergency Family and Medical Leave:

Emergency Family and Medical Leave is only permitted for the leave due to an inability to work (or telework) because the employee needs to provide care for the employee's son or daughter under the Emergency Family and Medical Leave Expansion Act. (FMLA Sec. 110 (a) (2) (A).)

Employees Eligible for Emergency Family and Medical Leave:

A. Employees are entitled to up to 12 weeks of job-protected Emergency Family and Medical Leave if the employee satisfies the following requirements:

    1. The employee has worked for the County for at least 30 calendar days;
    2. The employee is unable to work (or telework) due to a need to care for the employee's son or daughter whose school or place of care has been closed, or whose child care provider is unavailable due to a COVID–19 emergency declared by either a Federal, State, or local authority;
    3. The employee has not used all available FMLA leave. Emergency Family and Medical Leave is a form of FMLA leave, and is not in addition to any other FMLA leave;
    4. There is no other suitable person (such as a co-parent, co-guardian, or usual child care provider) available to care for the employee's son or daughter during the period for which the employee takes Emergency Family and Medical Leave; and
    5. The County did not exempt the employee as either a "Health care provider" or "Emergency responder."

B. Employees are not eligible for Emergency Family and Medical Leave if the County determines that the employee's duties and services are not needed during the period of requested Emergency Family and Medical Leave (for example, because the County has ceased offering the services that would otherwise be provided by the employee). In this instance, the County may deem that the employee is not working due to lack of work

C. An employee who is laid off or otherwise terminated on or after March 1, 2020 and who is rehired on or before December 31, 2020 will be eligible for unused Emergency Family and Medical Leave provide that the employee had been on the County's payroll for 30 or more of the 60 calendar days prior to the date the employee was laid off or otherwise terminated.

Amount of Emergency Family and Medical Leave:

An eligible employee is entitled to a maximum of twelve workweeks of Emergency Family and Medical Leave during the period in which the leave may be taken (between April 1, 2020 to December 31, 2020) even if the twelve workweeks spans two twelve-month leave periods under the FMLA.

Employee Benefits While on Emergency Family and Medical Leave; Supplementation of Paid Accrued Leaves:

A. First Ten Days of Emergency Family and Medical Leave

The first ten (10) days of Emergency Family and Medical Leave are unpaid.

During this period, the employee may elect to use Emergency Paid Sick Leave, as described above, if the employee has not exhausted such leave through use at the County or prior employer. If the employee has exhausted the Emergency Paid Sick Leave, an employee may use their earned and accrued leaves to supplement the unpaid Emergency Family and Medical Leave in order to achieve up to 100% of the pay they would normally receive in a given week for working their regularly scheduled hours. Use of such accrued and unused leave will run concurrently with use of Emergency Family and Medical Leave.

B. Emergency Family and Medical Leave After the First Ten Days

After the tenth day, and for the remaining up to ten (10) weeks of Emergency Family and Medical Leave, an employee is entitled to compensation for such leave at two-thirds (2/3) of the employee's regular rate of pay, subject to a cap of $200 per day and $10,000 total.

During this period, employees may supplement the Emergency Family and Medical Leave (paid up to the specified limitations under the FFCRA) with their earned or accrued leave provided by the County in order to achieve 100% of the pay the employee would normally receive in a given week for working their regularly scheduled hours.]

Intermittent Leave:

An employee may request Emergency Family and Medical Leave on an intermittent basis and the County will evaluate such request to determine if such leave is operationally feasible.

Required Use of Applicable Earned or Accrued Leave During Emergency Family Medical Leave:

Employees must use all earned or accrued leave increments concurrently with any Emergency Family Medical Leave. The employee must do so if the earned or accrued leave is available to care for the employee's child because the child's school or place of care is closed. The employee must use the earned or accrued leave in full day increments, unless the County permits the earned or accrued leave to be used to supplement the Emergency Family and Medical Leave compensation in order to achieve 100% of the pay the employee would normally receive for working their regularly scheduled hours. An employee who uses earned or accrued leave concurrently with Emergency Family and Medical Leave will receive full pay until the earned or accrued leave is exhausted. Thereafter, and for the remainder of the Emergency Family Medical Leave, the employee will be paid the Emergency Family Medical Leave compensation of two-thirds (2/3) of the employee's regular rate of pay, subject to a cap of $200 per day and $10,000 total.

Employee Notice of Emergency Family and Medical Leave:

Where the need to use Emergency Family and Medical Leave is foreseeable, the employee shall provide the County with such notice as soon as practicable.

The County requests, but does not require, that the employee provide notice of the need to use Emergency Family and Medical Leave unit after the first workday of the usage of such leave.

After the first workday for which an employee takes Emergency Family and Medical Leave, the employee must provide reasonable notice for the usage of such as soon as is practicable thereafter.

An employee may provide notice of the need to use Emergency Family and Medical Leave orally or in writing, and may provide such notice through the employee's spokesperson (e.g., spouse, adult family member, or other responsible party) if the employee is unable to provide such notice personally.

If an employee fails to provide proper notice, the County will give the employee notice of the failure and provide the employee an opportunity to provide the required documentation, described below, prior to denying the request for leave.

Certification of Emergency Family and Medical Leave:

An employee who seeks Emergency Family and Medical Leave must provide the following information prior to taking leave or as soon thereafter as practicable:

(1) Employee's name;

(2) Date(s) for which leave is requested;

(3) Qualifying reason for the leave;

(4) Written statement that the employee is unable to work because of the qualified reason for leave;

(5) The name of the son or daughter being cared for;

(6) The name of the school, place of care, or child care provider that has closed or become unavailable; and

(7) A representation that no other suitable person (such as a co-parent, co-guardian, or usual childcare provider) will be caring for the son or daughter during the period for which the Employee takes Emergency Family and Medical Leave.

Reinstatement upon Return:

An employee who uses Emergency Family and Medical Leave is entitled to reinstatement to their prior or an equivalent position, unless the employee's employment would have ended regardless of whether he or she took leave.

Please see the Sierra County Families First Coronavirus Response Act Leave Request form on the following pages. Employees needing to utilize this request may contact Human Resources for the digital form.

Clear Form

Sierra County
Families First Coronavirus Response Act Leave Request
*This request is for employees who are unable to work or telework.

Employee Name: _____ Position Title: _____

Department/Agency: _____ Hire Date: _____ Date of Request: _____

I am requesting (check one or both):

☐ Emergency Paid Sick Leave ("EPSL")

☐ Emergency Family and Medical Leave Expansion Act Leave ("EFMLEA")

- If approved for EFMLEA, the first 10 days of this leave are unpaid, but you may elect to substitute your pay during this period with any available vacation, sick, comp time or EPSL.
- If you would like to substitute your pay for the first 10 days with EPSL, you will need to complete both sections of this form.
- If you would like to not use EPSL, but substitute your pay for the first 10 days with your leave accruals, complete only the EFMLEA section and the accrual section.

Section I: Emergency Paid Sick Leave (EPSL)

I hereby request Emergency Paid Sick Leave for the following reason: (check one and please provide documentation to support your leave request)

☐ 1. The employee is subject to a Federal, State, or local quarantine or isolation order related to COVID-19

☐ 2. The employee has been advised by a health care provider to self-quarantine due to concerns related to COVID-19
- Name of Healthcare provider: _____

☐ 3. The employee is experiencing symptoms of COVID-19 and seeking a medical diagnosis

☐ 4. The employee is caring for an individual who is subject to a Federal, State or local quarantine or isolation order related to COVID-19, or an individual who has been advised to self-quarantine due to concerns related to COVID-19
- Name of Healthcare provider: _____

☐ 5. The employee is caring for his or her child whose school or place of care/child care provider closed (or child care provider is unavailable) due to COVID-19 related reasons.

☐ 6. The employee is experiencing any other substantially similar condition specified by the Secretary of Health and Human Services.

I am requesting EPSL begin on: _____ I expect to return from EPSL on: _____

Please note: EPSL must be taken in whole day increments except for reason #5 or teleworking.

If reason #5 applies, you may also be eligible for the Emergency Family and Medical Leave Expansion Act. If eligible, you would receive 2/3 of your regular rate after 10 working days. (Subject to daily caps)

I also hereby request EFMLEA: Yes ☐ No ☐

Description: If applying under reason #5, provide the name of the dependents, relationship to you, date of birth, and name of school or care provider.

Section II: Emergency Family Medical Leave Expansion Act (EFMLEA)

I am requesting EFMLA for the following reason (check one):

- ☐ I am unable to work (including telework) due to a need for leave to care for my son or daughter under 18 years of age because my son or daughter's school or place of care has been closed due to a public health emergency.
- ☐ I am unable to work (including telework) due to a need for leave to care for my son or daughter under 18 years of age because the child care provider of my son or daughter is unavailable due to a public health emergency.
- ☐ I am unable to work (including telework) due to a need for leave to care for my son or daughter 18 years of age or older who is incapable of self-care because of a mental or physical disability because the normal care provider of my son or daughter is unavailable due to a public health emergency.

I am requesting EFMLEA begin on: _____ I expect to use EFMLEA until: _____

I am requesting to take EFMLEA on an intermittent basis: ☐ Yes ☐ No

If yes, describe the intermittent schedule requested: _____

I am requesting to take EFMLEA on an intermittent basis for the following reason(s):

_____

_____

I acknowledge that I may be denied EFMLEA or may be not granted the entirety of EFMLEA requested if I have already previously used all or a portion of my FMLA leave entitlements. _____ (Initial)

I acknowledge that intermittent leave will be approved by my supervisor/department based on the business needs of the department. If the department is unable to accommodate my intermittent leave request, I may be eligible for a continuous leave. _____ (Initial)

Section III: Payroll Information

Daily salary for EPSL is capped at the rates below:

Items 1, 2, 3, employees shall be paid at their regular rate up to $511/day.
For items 4, 5, 6, employees shall be paid at 2/3 their regular rate up to $200/day.

Do you want to use accrued leave while receiving 2/3 of your regular rate for ESPL reasons #4, #5, or #6 or for EFLMEA?

- ☐ Yes, I would like to supplement with my accruals while receiving 2/3 of paid leave. This will allow me to receive a full paycheck, while I am subject to the daily caps.
- ☐ No, I do not want to supplement with my accruals while receiving 2/3 of paid leave. I acknowledge I will not receive a full paycheck if I choose not to supplement.

Do you want to use accrued leave to increase your pay to your normally hourly rate, if it is subject to the caps above?

- ☐ Yes, I would like to supplement with my accruals. This will allow me to receive a full paycheck.
- ☐ No, I do not want to supplement with my accruals. I acknowledge I will not receive a full paycheck if I choose not to supplement if my rate of pay is greater than the caps stated above.

If you wish to supplement your pay with accruals, state in order, where the accruals should be drawn from first:

____ Vacation Leave
____ Sick Leave
____ Comp Time

Indicate below if you have applied for or are receiving any of the following:

☐ CA State Disability Insurance (SDI)
☐ Workers' Compensation
☐ CA State Paid Family Leave (PFL)
☐ Unemployment Insurance

I understand that:

1. I am bound by all the terms and conditions of Sierra County's Leave of Absence Code 3.09.040, and that the County has the right to grant or deny any request for a leave of absence or an extension thereof, subject by provisions of the Federal Family Medical Leave Act, Families First Coronavirus Response Act, the State Family Rights Act, the State Pregnancy Disability Leave rights, applicable collective bargaining agreements, Sierra County Personnel Policies, and the Sierra County Family Care and Medical Leave Policy.

2. I may be required to make premium payments directly to the County while on leave of absence, if I enter an unpaid leave status. If I fail to make payments on a timely basis, coverage under that benefit will be canceled until I return from leave and deductions resume. If the County mistakenly pays any premiums on my behalf, I agree to repay the County directly.

3. The failure to return to work on the day following the "Date Leave Ends" may be considered inexcusable absence without leave and subject to disciplinary action. I also understand that if I fail to report for duty within five consecutive work shifts beginning with the day following the "Date Leave Ends" I have entered on the this form, the County may deem that I have voluntarily abandoned my job under Sierra County Code 3.06.020.

4. Failure to provide a complete and sufficient medical certification may result in a denial of my leave of absence request. I further understand that I may be required to provide periodic reports on my status and intent to return to work. I agree to notify BOTH, my Supervisor and Human Resources of my availability to return to full or restricted duty if I am released by my doctor prior to the end of an approved medical leave of absence.

5. If applying for Emergency Paid Sick Leave in section 1, I attest that I am unable to work due to one of the reasons #1-4, as specified above.

6. If applying for Emergency Paid Sick Leave Reason #5 or Expanded Family Medical Leave Act, I attest there are no other suitable individuals available, including a co-parent, co-guardian, or usual child care provider available to provide care for my child.

I affirm that I have read, understand and agree to the terms of this request as stated above.

Employee Signature: _____ **Date:** _____

*** **For Human Resources ONLY**

*** Application Status:
☐ Approved
☐ Denied

Comments:

FMLA expansion: ☐ Eligible # Hours eligible for: _____ ☐ Not Eligible

Authorizing Signature:_____Date: _____

DATE: **[Date]**

TO: All Supervisors and Managers

FROM: **Sierra County Human Resources**

RE: *Guidance for Managers and Supervisors Implementing COVID-19 Policies, Protocols and Procedures*

Governor Gavin Newsom announced that on May 8, 2020 California has commenced Phase 2 of four-phased reopening plan. The reopening follows the Governor's March 19, 2020 issuance of Executive Order N-33-20, which imposed a stay-at-home requirement to all non-essential employees.

This memorandum serves as guidance for County managers and supervisors as they work with employees returning to work and adjusting to new policies, procedures, and protocols that the County adopted in order to ensure the health and safety of employees returning to work.

Educate yourself about the Agency's New COVID-19 Policies, Procedures, and Protocol

- As employees that have been telecommuting return to work, they will need to adjust to a number of new policies and procedures that the County implemented in order to ensure that County facilities and worksites are safe for employees and the public. As a front line supervisor, subordinates may ask you questions about these new policies. You should prepare yourself to respond to questions from your subordinates by becoming familiar with these policies, which include:
    - Physical distance policies that relate to use of face masks, physical space requirements between employees, etc.;
    - Cleaning and disinfecting policies

- In the event that you have questions about these policies, you can contact Judi Behlke at jbehlke@sieracounty.ca.gov or 530-289-2879 If you believe that certain County policies, procedures or protocols cannot be applied to your subordinates (for example, employees who must come into contact with another employee with less than 6-feet distance between them due to their job duties), discuss these concerns with your supervisor and Human Resources.

- In the event that your subordinates have questions about these policies that you do not feel comfortable answering, please direct your subordinates to contact Judi Behlke at jbehlke@sierracounty.ca.gov or 530-289-2879

Apply County COVID-19 Policies in a Fair and Uniform Manner

- Supervisors must apply all COVID-19 policies in a fair and uniform manner, without regard to non-job-related characteristics, including, but not limited to, race, color, creed, religion, national origin, gender, sexual orientation and age. Uniform and fair implementation typically does not rely on subjective factors (for example, whether or not a supervisor gets along better with one subordinate over another). Make no special arrangements with any employees or otherwise treat any employees or groups of employees in an unequal or disparate manner. Policies that are applied or enforced unequally may cause strife in the workplace and may, under certain circumstances, lead to civil action against the County and/or the manager or supervisor who took the action.

- Navigating compliance with COVID-19 policies, procedures, and protocols will be challenging and will likely involve issues related to employee health and personal employee matters that are sensitive to some employees. Therefore, when and where necessary, consult with your supervisor and/or Human Resources, and do not discipline an employee for non-compliance with COVID-19 policies and procedures without first consulting with Human Resources.

Communicating With Subordinates

- In coordination with your supervisor and Human Resources, determine the best ways to communicate with subordinates about the County's COVID-19 policies, procedures, and protocols. Consider clearly and simply explaining to employees the reasoning behind the policies and how such policies will be applied in their work setting.

- Ensure subordinates have access to all applicable County COVID-19 policies, procedures and protocols and be prepared to provide such policies, procedures and protocols upon request by subordinates in both hard copy and email.

- Communicate with subordinates that you are available to answer questions related to the policies, procedures and protocols and identify the best ways they may contact you with any such questions.

- Refrain from criticizing the policies, procedures and protocols with employees and remember that you are a member of management responsible for applying and enforcing the policies, procedures and protocols.

Be Familiar with Potential Labor Association/Union Issues

- Managers and supervisors must implement and enforce the terms of labor agreements between the County and its employee organizations, including any agreements related to COVID-19. Therefore, managers and supervisors must ensure they are familiar with any labor agreements that may cover and affect the terms and conditions of work for subordinate employees. Should you have any questions about such agreements or the specific terms contained therein, please consult with your supervisor and/or Human Resources.

- The County has an obligation to provide notice and an opportunity to meet and confer with employee associations regarding proposed changes to employees' wages, hours, or working conditions. However, under certain circumstances, the County may be permitted to act prior to providing notice or an opportunity to bargain such as a result of the COVID-19 emergency. You are not authorized to act in any matter that would change a term and condition of a subordinates employment.

- Do not be intimated by subordinates or union/labor association leadership COVID-19 related demands upon returning to work. The County will work with you and all employee associations to ensure that employees are returning to a safe work environment.

MEMORANDUM

DATE: **[Date]**

TO: All Employees

FROM: **Sierra County Human Resources**

RE: *Expectations of Employees Returning to/Remaining at Work*

Governor Gavin Newsom announced that on May 8, 2020 California has commenced Phase 2 of four-phased reopening plan. The reopening follows the Governor's March 19, 2020 issuance of Executive Order N-33-20, which imposed a stay-at-home requirement for all non-essential employees.

The County has a legal obligation to provide and maintain a safe and healthy workplace for its employees. The County takes this obligation seriously, and would not reopen its facilities and worksites until it could be reasonably sure that County employees would be safe and secure at such locations.

In order to ensure that County facilities and worksites are safe for employees and the public, the County has adopted a number of policies and protocol designed to limit the likelihood of transmission of COVID-19 at those locations. In order to achieve this goal, the County will be implementing the following policies, procedures, and protocols:

- Physical distancing policies that relate to use of face masks, physical space requirements between employees, etc.;
- Health self-screening
- Cleaning and disinfecting policies.

The County will make available to all employees copies of these policies. As a County employee, you will be expected to observe and comply with these policies, procedures and protocols in order to return to and remain at work.

Upon reopening of County facilities and worksites**,** County managers and supervisors will be monitoring employee conduct in order to ensure that all employees strictly observe and comply with these policies.

The County appreciates your continued understanding and flexibility as we continue to navigate the public health emergency caused by the COVID-19 pandemic. Furthermore, the County appreciates the vital work you are doing to support our operations and your commitment to public service.

Your Physical Distancing and Workplace Safety Responsibilities

"DO"'s and "DON'T"s of Compliance

- **DO** wave and say hello. **DO NOT** shake hands or hug.
- **DO** wear a face-covering while in public or shared areas of the **County. DO NOT** wear a face covering that is no longer in good repair.
- **DO** stay 6 feet away from others at all times. **DO NOT** think that is all you have to do to comply.
- **DO** comply with all signs about one-way hallways, entrances, and exits. **DO NOT** go your habitual route.
- **DO** ask yourself, "Can I accomplish this task with an email, phone call or video conference?" **DO NOT** have in-person meetings unless you really must do so.
- **DO** wipe down anything you touch with the disinfectant products provided. **DO NOT** rely on others to do it for you.
- **DO** wash your hands for at least 20 seconds . **DO NOT** forget , if you use the restroom, sneeze, touch your face, blow your nose, clean, disinfect, sweep or mop, smoke, eat, drink, enter the facility or leave the facility – wash immediately after.
- **DO** use hand sanitizer when soap and water are not available. **DO NOT** make this substitution a habit.
- **DO** remove any pens or items touched by public visitors from circulation. **DO NOT** use them again until they have been sanitized.
- **DO** take separate **County** vehicles if possible. **DO NOT** remove your face covering if carpooling.
- **DO** stay connected with friends and family during this challenging time. **DO NOT** have them visit you at work.
- **DO** ask your supervisor if you have any questions about your responsibilities. **DO NOT** rely on guesses or rumors.

AUTHORIZATION FOR DISCLOSURE AND USE OF MEDICAL INFORMATION

Confidentiality of Medical Information Act (CMIA), Civil Code § 56, et seq.

Pursuant to California's Confidentiality of Medical Information Act, I, _____ authorize _____ to disclose the medical information described in this authorization to representatives from the Human Resources and Risk Management Department of Sierra County. I also authorize the same representatives from Sierra County information for the purposes described in this authorization.

This authorization is limited to the following types of information:

COVID-19 test results, including but not limited to any results of tests administered to detect the presence of the COVID-19 virus (SARS-CoV-2)

The recipients of this information may use the information for the following purpose(s):

Managing, controlling, and responding to COVID-19 infections among Sierra County personnel, medical accommodation request, and workers' compensation claims.

_____is no longer authorized to disclose medical information described in this authorization after _____Date.

Right to Receive Copy of This Authorization: I understand that if I sign this authorization, I have the right to receive a copy of this authorization. Upon request, the Sierra County will provide me with a copy of this authorization.

I authorize the disclosure and use of my medical information as described above for the purposes listed above. I understand that this authorization is voluntary and that I am signing this authorization voluntarily.

_____ _____ _____

Employee's Name (PLEASE PRINT) Signature Date

NOTICE OF COUNTY PRIVACY PRACTICES FOR MEDICAL INFORMATION RELATED TO COVID-19

THIS NOTICE DESCRIBES HOW THE **COUNTY** MAY USE YOUR MEDICAL INFORMATION, THE CONDITIONS UNDER WHICH THE **COUNTY** MAY DISCLSOSE SUCH INFORMATION AND HOW YOU MAY ACCESS THIS INFORMATION. PLEASE REVIEW THIS NOTICE CAREFULLY.

I. Preamble

The Notice of County Privacy Practices for Medical Information Related to COVID-19 (the "Notice") below is intended to provide County employees important information concerning the use and disclosure of Medical Information collected by the County in relation to its COVID-19 testing and COVID-19 symptom screening and/or an accommodation policy for high-risk employees, as well as other important information concerning the rights of employees.

The County encourages program employees to carefully review the Notice and familiarize themselves with the rights provided under County policies, procedures, and protocol.

The obligations and rights described in the Notice shall take effect upon County's adoption of the related "Administrative Policy and Protocols for the Use and Disclosure of Confidential County Medical Information Related to COVID-19" ("Policy and Protocols").

The County is available to answer questions that employees may have about the Notice. Employees with questions should contact Human Resources at 530-289-2879.

II. Definitions

"Medical Information" means any Individually Identifiable information, in electronic or physical form, in possession of or obtained from a provider of health care, health care service plan, pharmaceutical company, or contractor regarding an employee's medical history, mental or physical condition, or treatment. It also means any Individually Identifiable information collected by County in relation to the COVID-19 testing and COVID-19 symptom screening and/or an accommodation policy for high-risk employees implemented by the County.

"Individually Identifiable" means that the Medical Information includes or contains any element of personal identifying information sufficient to allow identification of the individual, such as the patient's name, address, electronic mail address, telephone number, or social security number, or other information that, alone or in combination with other publicly available information, reveals the individual's identity.

III. Scope of Coverage

This Notice covers the Medical Information of all County employees and applicants that the County acquires or obtains and which relates to COVID-19. Such Medical Information may include, but is not limited to:

- Symptoms associated with COVID-19,
- Positive COVID-19 test results; and
- Other health or medical conditions that would place the employee at high-risk for a serious illness if the employee contracted COVID-19.

III. Employee Rights Regarding Medical Information:

County employees possess certain rights under applicable state law, including, but not limited to the following:

1. The right to request restrictions on disclosure of Medical Information by the County.
2. The right to inspect and copy the Medical Information maintained by the County.
3. The right to request a true copy of an employee's authorization for the disclosure of Medical Information.
4. The right to cancel or modify an employee authorization for the disclosure of Medical Information.

Additional details concerning individual employee's rights are discussed in the Policy and Protocols.

IV. The County's Duties Concerning Medical Information:

Federal law and state law impose certain duties upon the County, which the County will fully and faithfully discharge in a manner consistent with such requirements. These duties include, but are not limited to, the following:

1. Maintaining the privacy of employees' Medical Information;
2. Maintain Medical Information in a file separate from personnel records; and
3. Communicate any limitations in an employee's authorization regarding the use of the Medical Information to the person or entity to which it discloses the Medical Information

The County reserves the right to change the terms of this Notice and the changes will apply to the Medical Information that the County maintains about you. If and when the County revises this Notice, it will provide employees the revised Notice by email, U.S. mail, or another means of delivery sufficient to ensure notice to the employees.

V. Permissible Uses and Disclosures of Medical Information without Written Authorization:

Generally, the County may not disclose Medical Information without prior written authorization from an employee.

However, it shall not be a violation of the Policy and Protocols for the County to use and disclose an employee's confidential medical information reasons recognized by law, including, but not limited to:

- If compelled by judicial or administrative process or by any other specific provision of law;
- That part of the information which is relevant in a lawsuit, arbitration, grievance, or other claim or challenge to which the County and employee are parties and in which the patient has placed in issue his or her medical history, mental or physical condition, or treatment may be used or disclosed in connection with that proceeding;
- For the purpose of administering and maintaining employee benefit plans, including health care plans and plans providing short-term and long-term disability income, workers' compensation and for determining eligibility for paid and unpaid leave from work for medical reasons;
- To a provider of health care or other health care professional or facility to aid the diagnosis or treatment of the employee, where the employee or other person authorized by law to permit disclosure of Medical Information on the employee's behalf, is unable to authorize the disclosure; and

The uses and disclosures of an employee's confidential information described above do not require the employee's authorization.

Further, it shall not be a violation of the Policy and Protocols for the County to disclose information that does not contain Individually Identifiable information of an employee. For example, the County may notify other employees that an employee has tested positive for COVID-19 so long as the County does not disclose information that would lead others to identify that employee (e.g. their name, work location, position). In such a circumstance, it may be necessary for the County to inform certain persons, such as the individual's supervisor, janitorial staff, that an employee has tested positive so that County may take appropriate steps to ensure a healthy and safe workplace for all County employees.

If an employee has authorized disclosure of Medical Information but wishes to restrict such authorization, County shall communicate to the person or entity to which it discloses the Medical Information any limitations in the authorization regarding the use of the Medical Information.

VI. Employee Complaints Regarding Privacy of Medical Information:

Employees are entitled to complain to the County if they believe their privacy rights have been violated by an impermissible disclosure of Medical Information. Should an employee believe that the County violated their privacy rights; the participant may file a complaint with Human Resources at 530-289-2879.

Should an employee file such a complaint or seek other redress, the County will not retaliate against that participant.

VII. Acknowledgment of Receipt

Employees shall acknowledge receipt of the County's Notice of Privacy Practices.

Name (Printed) _____

Signature: _____

Date: _____

For additional information, please see links listed below:

https://files.covid19.ca.gov/pdf/guidance-office-workspaces.pdf

https://files.covid19.ca.gov/pdf/checklist-office-workspaces.pdf

https://www.dir.ca.gov/dosh/coronavirus/Health-Care-General-Industry.html

https://www.cdph.ca.gov/Programs/CID/DCDC/CDPH%20Document%20Library/COVID-19/Guidance-for-Face-Coverings_06-18-2020.pdf

https://www.cdc.gov/coronavirus/2019-ncov/index.html

https://www.cdc.gov/coronavirus/2019-ncov/symptoms-testing/symptoms.html

https://www.cdc.gov/handwashing/hand-sanitizer-use.html

https://www.labor.ca.gov/coronavirus2019/#chart

https://www.dol.gov/agencies/whd/pandemic/ffcra-employee-paid-leave

https://www.gov.ca.gov/wp-content/uploads/2020/05/5.6.20-EO-N-62-20-text.pdf

https://www.epa.gov/pesticide-registration/list-n-disinfectants-use-against-sars-cov-2-covid-19

https://www.cdph.ca.gov/Programs/CCDPHP/DEODC/OHB/Pages/OHWMay2020.aspx

https://www.labor.ca.gov/coronavirus2019/

https://dir.ca.gov/dosh/coronavirus/Health-Care-General-Industry.html

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

MEETING DATE: September 1, 2020	**TYPE OF AGENDA ITEM:** ☐Regular ☐Timed ☒Consent

DEPARTMENT: AUDITOR/TREASURER
APPROVING PARTY: VAN MADDOX
PHONE NUMBER: 530-289-3273

AGENDA ITEM: Cash Audit report for the Quarter ended 06/30/2020

SUPPORTIVE DOCUMENTS ATTACHED: ☐Memo ☐Resolution ☐Agreement ☒Other
RECONSILIATION TO TREASURER REPORTS

BACKGROUND INFORMATION: Routine reporting required by the govt. code. your questions are encouraged and I would appreciate hearing those questions prior to the meeting so that I can be prepared to answer them at that time

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

ARE ADDITIONAL PERSONNEL REQUIRED?	**IS THIS ITEM ALLOCATED IN THE BUDGET?** ☐Yes ☒No
☐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 2018- _____ Agreement 2018- _____ Ordinance _____ Vote: Ayes: Noes: Abstain: Absent: ☐By Consensus

COMMENTS:

_____ _____
CLERK TO THE BOARD DATE

AUDITOR'S QUARTERLY CASH RECONCILIATION

This report to the Board of Supervisors verifies that the Auditor has counted the cash in the treasury and has verified that the records of the Treasurer and Auditor are reconciled pursuant to Government Code Sec. 26905 as of:

June 30, 2020

RECONCILIATION TO POOLED CASH BALANCE		**TREASURER'S Pooled Cash**
1000	CASH FUND BALANCE	28,682,431.00
	Treasure's BV adjustment	1,283.49
	Pending Wire	449.40
	OUTSTANDING CHECKS	79,258.00
	TIMING VARIANCE	(14,354.98)
TOTAL CASH FUND BALANCES		**28,749,066.91**
	VARIANCE BETWEEN TREASURER'S AND AUDITOR'S CASH	

	VERIFICATION OF CASH COUNT	
CASH	U.S. CURRENCY & COIN	11,293.77
	PERS VARIANCE	
	CAMP INTEREST - TIMING VARIANCE	0.00
	DEPOSIT IN TRANSIT	38,702.00
ACTIVE BANK ACCOUNTS		
	WELLS FARGO EBT ACCOUNT	
	WELLS FARGO DEPOSIT ACCOUNT	
	WELLS FARGO CHECKING ACCOUNT	1,595,694.97
	WELLS FARGO ACH SWEEP ACCT	
INVESTMENTS		
	LOCAL AGENCY INVESTMENT FUND	7,804,305.20
	CALIFORNIA ASSET MANAGEMENT PROGRAM	1,040.71
	CALLED INVESTMENT	
	ALL OTHER INVESTMENTS - LONG TERM	19,298,030.26
	TOTAL CASH COUNT	**28,749,066.91**

VARIANCE BETWEEN FUND BALANCE AND CASH COUNT **0.00**

Prepared By: **/s/Van A. Maddox**
Auditor

Date: 8/14/2020

Sierra County

Normal Trial Balance - CASH FLOW

From 7/1/2019 Through 6/30/2020

Account Code	Account Title	Debit Balance	Credit Balance
1000	CASH		
0010000	GENERAL FUND ADMIN KEY	1,078,900.23	
0310000	ROAD FUND	639,411.53	
0321007	PACKER LAKE BRIDGE		25,554.48
0321008	SALMON LAKE BRIDGE		70,309.29
0321027	PLUMBAGO RD. BRIDGE		814.82
0321030	STORM DAMAGE		246,055.69
0330000	AVIATION		1,864.77
0410000	SOLID WASTE	784,371.33	
0420000	LANDFILL CLOSURE	1,171,940.90	
0421000	POST CLOSURE MAINTENANCE RESERVE	17,856.12	
0422000	COSTS FOR CLOSURE/MONITORING		449,887.20
0430000	SOLID WASTE GRANTS	64,381.21	
0431001	RECYCLING GRANTS		120.00
0431015	USED OIL GRANT 12: 06-237	3,875.14	
0440000	WQCB FINANCIAL ASSURANCE	43,255.70	
0515610	HEALTH DEPARTMENT		215,828.39
0515670	MENTAL HEALTH PROGRAM	330,905.53	
0515800	WELFARE ADMINISTRATION	317,011.38	
0515810	WELFARE AID PROGRAMS	269,489.82	
0550000	COUNTY TRANSPORTATION		114,820.30
0710000	FISH & GAME	4,928.25	
0770000	PREDATOR CONTROL	623.00	
0910000	COURTS ADMIN	55,202.99	
2010000	CO SERV AREA #1	67.63	
2020000	CO SERV AREA #2	51,862.81	
2030000	CO SERV AREA #3	629.22	
2040000	CO SERV AREA #4	7,924.83	
2050000	CO SERV AREA #5	3,439.62	
2070000	SIERRA BROOKS WATER	103,675.76	
2071000	SIERRA BROOKS - DEBT SERVICE FUND	85,757.88	
2072000	SIERRA BROOKS - CONSTRUCTION FUND		556,138.26
2080000	CO PARK & REC MTNCE ADMIN KE	7,889.13	
2081006	SIERRAVILLE SCHOOL FUND	43,598.17	
4100000	ALLEGHANY WATER ADMIN	610.40	
4150000	SIERRA CO WATERWORKS DIST #1	129,154.46	
4160000	MIDDLE FORK WATER MASTER	25,214.39	
4220000	CEMETERY DISTRICT #2	42,268.78	
4230000	CEMETERY DISTRICT #3	83,275.80	
4250000	CEMETERY DISTRICT #5	16,378.57	
4250001	CEMETERY DIST #5 ENDOWMENT FUND	36,218.32	
4300000	PLIOCENE RIDGE CSD	4,341.59	
4330000	DOWNIEVILLE FIRE DISTRICT	6,656.86	
4360000	DOWNIEVILLE PUB UTILITY DIST	5,947.96	
4430000	SIERRA CITY FIRE DISTRICT	568,211.49	
4530000	SIERRA CO FIRE PROT DIST #1	42,621.24	
4531000	SIERRA COUNTY FIRE PROTECTION DISTRICT #1 DEPOSIT ACCT.	107,107.61	
4550000	VERDI FIRE ZONE	5,406.57	
4560000	SIERRA VALLEY RESOURCE CONS	1,485.59	
4600000	SIERRA VALLEY HOSPITAL DIST	15,333.79	

Sierra County

Normal Trial Balance - CASH FLOW

From 7/1/2019 Through 6/30/2020

Account Code	Account Title	Debit Balance	Credit Balance
4601000	SIERRA VALLEY HOSPITAL DIST. BOND FUND	204,063.43	
4770000	SIERRAVILLE PUB UTILITY DIST	2,894.93	
5100000	City of Loyalton	5,873.81	
6000000	Debt Service Fund	5,049.40	
6000001	DEBT SERVICE FUND COURT PRE-PAYMENT	62,646.62	
7810000	SPJUSD BECHEN MEM SCHOLARSHI	53,351.33	
7860000	EDUC REV AUGMENTATION ADM KE	120,002.65	
7870000	SPJUSD BLDG ADMIN KEY	119,116.44	
7900000	SPJUSD GENERAL FUND ADMIN KE	3,574,044.28	
7910000	SPJUSD CAFETERIA ADMIN KEY		96,759.82
7920000	COUNTY SCHOOLS SERV FUND ADM	2,790,975.29	
7925000	ADULT EDUCTION FUND 11	61,164.22	
7940000	COUNTY OFFICE FOREST RESV AD	289,036.10	
8000000	BOARD DISCRETIONARY FUNDS	40,000.00	
8006000	COURT PHONE PREPAYMENT FUND		877.87
8040001	LITTLE TRUCKEE LLC INSURANCE	53,313.52	
8040002	LITTLE TRUCKEE LLC OPERATING	4,896.25	
8040003	SIERRA CITY STREETS	20,000.00	
8051000	VETERANS AFFAIRS (PLUMAS COUNTY CONTRACT)	1,127.00	
8060000	LAFCO TRUST FUND	7,654.68	
8110000	INMATE WELFARE TRUST	6,681.00	
8120000	PROTECTIVE SERVICES SUB ACCOUNT	4,623,521.32	
8121000	BEHAVIORAL HEALTH SUB ACCOUNT	216,151.95	
8122000	FAMILY SUPPORT	150,164.84	
8130000	COMMUNITY CORRECTION PERFORMANCE INCENTIVE SB678	338,324.33	
8131000	COMMUNITY CORRECTIONS SUBACCOUNT	258,056.37	
8131010	ADMIN ADVANCE	487,678.41	
8132000	TRAIL COURT SECURITY SUB ACCOUNT	6,960.92	
8133000	DISTRICT ATTORNEY AND PUBLIC DEFENDER SUBACCOUNT	5,641.44	
8134000	JUVENILE JUSTICE SUBACCOUNT	90,943.48	
8134100	YOBG SUB ACCOUNT		18,086.80
8135000	LOCAL INNOVATION SUBACCOUNT	5,612.90	
8150000	REALIGNMENT - MENTAL HEALTH	80,308.74	
8160000	REALIGNMENT - SOCIAL SERVICES	1,325,067.42	
8161000	CalWorks MOE WI 17601.20	32,765.31	
8170000	REALIGNMENT - HEALTH	224,618.84	
8181001	DNA ID PENALTY ASSESSMENT	35,934.85	
8181002	DNA ADD'L PENALTY ASSESSMENT	2,089.22	
8191001	SUBPOENA DEPOSIT O'NEAL	1,244.19	
8191002	SUBPOENA DEP SLOAN VS THOMAS	161.96	
8191003	ALLEGHANY TOWNSITE	690.00	
8191004	REYNOLDS VS REYNOLDS	107.72	
8191005	APPEAL DEPOSIT GREENBURG	216.47	
8191006	PRELIMINARY INJUCTION DAVIS	53.30	
8191007	FRIENDS OF SV VS SIERRA CO	0.18	
8191008	BIBEAULT VS MCCAFFREY	107.72	
8191009	MORGAN VS MORGAN	53.48	
8191010	COURT CLERKS TRUST	2,460.19	

Sierra County

Normal Trial Balance - CASH FLOW

From 7/1/2019 Through 6/30/2020

Account Code	Account Title	Debit Balance	Credit Balance
8191011	UNIFORM CIVIL FEES	2,686.66	
8191012	COURT BOND - RONALD SCOTT CARRUTH	400.00	
8210000	CLERK-RECORDER TRUST	8.00	
8211001	SECURITY MEASURES H&S 103525	1,431.56	
8211002	STATE FILING FEES	6,292.94	
8211003	RECORDER'S MICROGRAPHICS TRU	496.59	
8211004	PEACE OFFICERS TRAINING FUND	260.00	
8211005	RECORDER'S MODERNIZATION TRU	24,063.63	
8211006	VITAL STATISTICS	3,926.24	
8211007	CLERKS APPEAL TRUST	323.00	
8211010	AFFORDABLE HOUSING SB 2	27,588.91	
8217240	CAMPAIGN FEES	6,600.00	
8217270	CLERK-RECORDER FEES		232.00
8227510	TREASURER/TAX COLLECTOR TRUS	4,676.21	
8227511	R E LOANS LLC	0.02	
8227600	CENTRAL COLLECTIONS TRUST	99.00	
8227700	CASH DIFFERENCE FUND		128.79
8227800	SHASTA COURT PAYMENTS	8,730.11	
8230000	COUNTY CHILDRENS TR ADMIN KE	1,207.37	
8240000	COURT BAIL TRUST	21,112.45	
8250000	COURT FINES TRUST		1,238.03
8251001	CRTS FINES & FEES OVERPAYMEN	3,737.25	
8257600	COURT FINES TRUST - 2% SKIM	8,197.06	
8257620	COURT FINES TRUST - PARKING	28.50	
8260000	COURT LAB FEES TRUST	220.00	
8267650	SB1127 LAB FEES - FROM FINES	1,449.35	
8277670	ALCOHOL PROG FINES TR - #208	11,136.60	
8277680	ALCOHOL PROG FINES TR - AUTO	8,660.02	
8277690	ALCOHOL PROG FINES TR EDUC &	15,636.75	
8277700	AUTO FINGER PRINTIN	19,146.28	
8287790	REED PUBLIC ADMIN ESTATE TR	4,208.85	
8300000	COPS PROGRAM - COUNTY SHARE	73,701.78	
8307850	COPS PROGRAM-PROBATION	5,677.20	
8310000	RESTITUTION TRUST	6,483.31	
8321000	Asset Forfeiture Money	56,145.26	
8321500	Asset Forfeiture Unclaimed	4,748.10	
8330000	CAL LAW ENFORCEMENT EQUAL PR	256.23	
8340000	RURAL CRIME PREVENTION ACT		50,652.72
8350000	SHERIFF'S MISC TRUSTS	144.36	
8351001	LIVE SCAN FEES TO STATE	3,560.00	
8352000	CIVIL CASES SHERIFF	790.07	
8354100	SHERIFF-ELECTRONIC RECEIPTS	899.00	
8360000	1/2 Cent Sales Tax Law Enforcment	31,580.56	
8491001	DOMESTIC VIOLENCE	19,566.71	
8491002	JUVENILE JUSTICE CRIME PREVENTION ACT	109,313.65	
8500000	SIERRA CO FIRE SAFE COUNCIL	26.03	
8509811	FIRE SAFE--TITLE 3 NEW	124,838.12	
8509830	FIRE SAFE--USFS EDUCATION	4,344.22	
8509840	FIRE SAFE--EXPANSION PLAN	1,989.46	
8510000	OFFICE OF EMERGENCY SERVICES	150,828.00	
8511001	HOMELAND SECURITY GRANT 2017		8,998.07
8511002	HOMELAND SECURITY GRANT 2018		7,609.85
8511005	HOMELAND SEC GRANT 2016	2,656.66	
8511010	HOMELAND SECURITY GRANT 2015	15.91	

Sierra County

Normal Trial Balance - CASH FLOW

From 7/1/2019 Through 6/30/2020

Account Code	Account Title	Debit Balance	Credit Balance
8511011	Homeland Security Grant 2019		5,780.86
8520000	SEARCH & RESCUE ADMIN KEY	2,611.69	
8530000	TRANSPORTATION PLANNING		68,018.66
8540000	STATE TRANSIT ASSIST	16,903.79	
8550000	LOCAL TRANSPORTATION (LTF)	127,839.85	
8580000	PLANNING DEPARTMENT TRUST	30,647.15	
8581001	LEWIS RANCH I - BID BOND	7.46	
8581002	LEWIS RANCH II IMPROVMENT BO	29.20	
8581003	PLANNING SECURITY DEPOSITS	44.48	
8581008	ASSURANCE BOND CARROL HAYES	2,504.64	
8581010	NEW AGE CHURCH OF BEING	5,433.33	
8581024	DICKEY PROJECT	592.44	
8581026	16-1 ASSURANCE	5,433.33	
8581028	TABER MINE / JOHN MORTON	9,908.20	
8581029	DELAHANTY GREENLAND COMPANY	2,159.17	
8591001	SECURITY DEPOSITS ROAD	99,662.69	
8591002	SEC. DEP. WARDWAY ENTERPRISE	15.09	
8591011	SECURITY DEPOSIT BRUSH CREEK	558.94	
8591012	LOYALTON INDUST PARK--SPI	6,251.39	
8600000	MISCELLANEOUS TR ADMIN	18.04	
8608530	HOUSING & COM DEVLPMT GRANT	8,020.21	
8610000	ENGINEERING PROJECT TRUSTS		25.00
8628750	STC - SHERIFF	1,453.37	
8628760	STC - PROBATION	1,087.11	
8630000	CRIMINAL JUSTICE FACILITIES	40,296.84	
8640000	DISTRICT ATTORNEY TRUST	14.41	
8641001	COPS DISTRICT ATTORNEY	9,677.11	
8670000	TAX COLLECTOR'S COST TRUST	6,326.86	
8698850	SUPP TAX COLLECTOR (21.7%)	3,159.35	
8698860	SUPP ASSESSOR (67.7 %)	11,555.80	
8698870	SUPP AUDITOR (10.6%)	3,310.13	
8710000	JURY DEPOSIT FEES TRUST	852.85	
8760000	ASSESSORS REPRODUCTION COST	3,404.93	
8761000	GIS Trust Fund	500.00	
8764100	ASSESSOR-ELECTRONIC RECEIPTS	67.40	
8780000	FAMILY FIRST TRUST - PROP 10	559,286.45	
8809120	SUPPLEMENTAL TAXES		3,950.52
8809130	SUPPLEMENTAL UNSECURED	495.00	
8809140	TIMBER YIELD TAX	0.36	
8809150	GROUNDWATER	2,574.64	
8809160	CSA5 SIERRA BROOKS SPECIAL ASSESSMENT	44,854.88	
8810000	SECURED INSTALLMENT PLAN TRU	136,192.14	
8829184	Tax Sale Proceeds	2,041.83	
8839190	TAX SALE COSTS	36,097.58	
8850000	INTEREST SUSPENSE ADMIN KEY	3,962.12	
8869210	CURRENT SECURED TAXES		249,052.78
8869270	PRIOR SECURED TAXES		483,108.11
8869320	INTEREST NEGATIVE ON TAXES		71.21
8870000	TAX LOSS RESERVE	68,983.79	
8900000	WELFARE ADVANCE TR	114.90	
8909570	MHSA PRUDENT RESERVE SEC 584	477,105.05	
8910000	PUBLIC HEALTH PROGRAM TRUSTS	2.56	
8915611	UNAPPROVED CFNT		160.55
8915612	UNAPPROVED INNOVATION	811,395.84	
8915613	UNAPPROVED PEI - TA & CAPACITY	1,309.19	

Sierra County

Normal Trial Balance - CASH FLOW

From 7/1/2019 Through 6/30/2020

Account Code	Account Title	Debit Balance	Credit Balance
8915614	PANDEMIC INFLUENZA	15,122.87	
8915615	LEA	6,835.85	
8915616	Public Health Emergency Preparedness	28,075.58	
8915617	CUPA--UNDERGROUND TANKS	32,563.00	
8915618	HOSPITAL PREPAREDNESS PROGRA	29,081.65	
8915619	CALIFORNIA ENDOWMENT GRANT	538.77	
8915620	HEALTH SUBVENTION	40.82	
8915624	COVID-19	302,643.00	
8915625	Whole Person Care	440,139.43	
8915660	TOBACCO PROP 99	281,985.81	
8915661	TOBACCO PROP 56 FUNDING	83,641.02	
8915671	MENTAL HEALTH - MHSA PLANNIN	2,129,605.45	
8915672	MHSA PEI	1,950,252.01	
8915674	SAMHSA	23,166.00	
8915675	MHSA WET	208,854.69	
8915676	MHSA CAPITAL FACILITIES & TECHNOLOGY TRUST	561,486.13	
8915677	MENTAL HEALTH	80,509.67	
8915685	SAPT: DIS, PRE, FLN, CL, HIV	336,733.20	
8915820	PROP 36 SUB ABUSE TREAT TRUS	34,217.27	
8915821	ABOVE GROUND STORAGE TANKS	0.20	
8920000	SOCIAL SERVICES FOSTER CARE WARD - JV1095	373.76	
Report Total		31,358,575.84	2,676,144.84
Report Difference		28,682,431.00	

June 30, 2020 Book Value Adjustments					
Investment Description	**Inv #**	**Maturity Date**	**CASH SHEET Ending Book Value 06/30/20 or new purchase**	**NEW UPDATED Book Value 06/30/20**	**Total amortized -accreted book value change**
Chubb INA Holdings Inc Callable Note Cont 10/3/2020	00440EAT4	11/03/20	249,514.81	249,608.72	93.91
American Honda Finance Note	02665WBF7	07/12/21	196,721.60	196,963.84	242.24
Apple Inc Callable Note Cont 1/9/2022	037833CM0	02/09/22	251,078.32	251,025.98	(52.34)
Bank of America Corp Note	06051GFW4	04/19/21	248,590.77	248,722.06	131.29
Bank of NY Mellon Corp Callable Note Cont 1/7/2022	06406RAA5	02/07/22	250,918.65	250,873.91	(44.74)
Berkshire Hathaway Callable Note Cont 1/15/2023	084670BR8	03/15/23	246,735.60	246,831.89	96.29
Blackrock Inc Note	09247XAJ0	06/01/22	251,061.05	251,017.44	(43.61)
Chevron Corp Callable Note Cont 9/5/2022	166764AB6	12/05/22	248,404.69	248,456.88	52.19
John Deere Capital Corp Note	24422ETL3	01/06/22	198,427.37	198,508.16	80.79
Exxon Mobil Corp Callable Note Cont 1/1/2023	30231GAR3	03/01/23	247,424.46	247,501.50	77.04
FHLB Note	3130A0EN6	12/10/21	502,144.32	502,028.83	(115.49)
FHLB Note	3130A3DL5	09/08/23	513,689.62	513,345.66	(343.96)
FHLB Note	3130ADRG9	03/10/23	503,544.09	503,439.03	(105.06)
FHLB Note	3130AEBM1	06/10/22	499,122.83	499,158.43	35.60
FHLB Note	3130AFE78	12/09/22	252,315.39	252,239.97	(75.42)
FHLB Note	313378WG2	03/11/22	601,998.05	601,905.55	(92.50)
FHLB Note	313380GJ0	09/09/22	505,780.22	505,571.29	(208.93)
FFCB Note	3133EKHN9	10/18/22	500,316.25	500,305.33	(10.92)
FFCB Note	3133EKY91	10/11/22	498,988.67	499,023.87	35.20
FFCB Note	3133ELHR8	01/21/22	500,852.10	500,809.42	(42.68)
FNMA Note	3135G0K69	05/06/21	349,562.38	349,601.11	38.73
FNMA Note	3135G0S38	01/05/22	500,205.07	500,194.51	(10.56)
FNMA Note	3135G0T45	04/05/22	499,840.38	499,847.50	7.12
FNMA Note	3135G0T94	01/19/23	498,679.14	498,720.33	41.19
FNMA Note	3135G0W33	09/06/22	498,486.36	498,541.27	54.91
FHLMC Note	3137EAEK1	11/17/20	398,554.24	398,810.89	256.65
General Dynamics Corp Note	369550BE7	05/11/21	249,830.16	249,844.98	14.82
HSBC USA Inc Note	40428HPV8	08/07/20	250,052.47	250,028.98	(23.49)
JP Morgan Chase Callable Note Cont 5/7/2021	46625HRT9	06/07/21	249,084.69	249,158.71	74.02
Merck & Co Note	58933YAF2	05/18/23	257,690.78	257,477.34	(213.44)
Oracle Corp Callable Note Cont 8/15/2021	68389XBK0	09/15/21	249,174.33	249,226.92	52.59
PNC Bank Callable Note Cont 11/09/2021	69353REY0	12/09/21	250,743.38	250,703.27	(40.11)
Paccar Financial Corp Note	69371RN93	03/01/21	149,736.08	149,765.08	29.00
Paccar Financial Corp Note	69371RP83	05/10/22	101,647.21	101,577.42	(69.79)
Praxair Callable Note Cont 11/15/2021	74005PBA1	02/15/22	248,706.37	248,768.56	62.19
Charles Schwab Corp Note	808513AG0	09/01/22	249,819.12	249,825.72	6.60
State Street Bank Note	857477AV5	05/19/21	198,643.71	198,759.31	115.60
Toyota Motor Credit Corp Note	89236TEL5	01/11/23	245,760.18	245,893.51	133.33
US Bank NA Callable Note Cont 12/23/22	90331HNL3	01/23/23	300,862.37	300,835.59	(26.78)
UPS Callable Note Cont 4/16/2022	911312BC9	05/19/22	248,878.14	248,925.28	47.14
US Treasury Note	9128282F6	08/31/21	496,423.47	496,658.77	235.30
US Treasury Note	9128282P4	07/31/22	504,658.02	504,481.13	(176.89)
US Treasury Note	912828J76	03/31/22	393,269.85	393,572.11	302.26
US Treasury Note	912828L24	08/31/22	345,789.66	345,943.51	153.85
US Treasury Note	912828L32	08/31/20	424,713.56	424,807.99	94.43
US Treasury Note	912828M80	11/30/22	496,933.58	497,034.45	100.87
US Treasury Note	912828N89	01/31/21	499,191.10	499,290.56	99.46
US Treasury Note	912828R28	04/30/23	502,811.85	502,732.50	(79.35)
US Treasury Note	912828T67	10/31/21	498,443.39	498,533.72	90.33
US Treasury Note	912828VZ0	09/30/20	499,533.21	499,648.94	115.73
US Treasury Note	912828XM7	07/31/20	424,997.06	424,998.53	1.47
US Treasury Note	912828YT1	11/30/21	500,211.08	500,199.50	(11.58)
Visa Inc Callable Note Cont 11/14/2020	92826CAB8	12/14/20	200,085.38	200,072.31	(13.07)
Wal-Mart Stores Callable Note Cont 1/11/2023	931142DH3	04/11/23	246,100.14	246,212.20	112.06
			19,296,746.77	**19,298,030.26**	**1,283.49**

Matured/Called during the month; book value adjustment already made.

Cisco Systems Note	17275RAX0	06/15/20	0.00	0.00	0.00

WELLS FARGO **Basic Banking**

Account Details - Main Account [redacted]

Welcome **Sara M. Carr**
Group **All Accounts**
Date Printed **1-Jul-2020, 08:56 AM PT**

Balances

Opening Day Balance	1,595,694.97 USD	As of 07/01/2020
Available Balance	2,003,836.02 USD	
Interest Earned This Period	0.00 USD	
Interest Paid Year to Date	0.00 USD	

Account Activity - All Transactions; Current/Previous Day

Date	Description	Amount USD
07/01/2020	WIRE FROM WELLS FARGO ACCOUNT (Pending)	(5,000.00)
07/01/2020	PNP BILLPAYMENT 062820SETT 200701 5185 (Pending)	19.58
07/01/2020	PNP BILLPAYMENT 062720SETT 200701 5185 (Pending)	21.30
07/01/2020	PNP BILLPAYMENT 062620SETT 200701 5185 (Pending)	560.32
07/01/2020	RD TREAS 310 MISC PAY 070120 XXXXX2 (Pending)	412,539.85
06/30/2020	ZBA FUNDING ACCOUNT TRANSFER	(118,257.74)
06/30/2020	WT SEQ189914 SIERRA PLUMAS JOINT UNI /BNF=Sierra-Plumas JT Schl Dist AP SRF# GW00000034238595 TRN#200625189914 RFB# 1448	(13,444.18)
06/30/2020	WT SEQ189510 SIERRA COUNTY OFFICE OF /BNF=Sierra County Office OF ED SRF# GW00000034238549 TRN#200625189510 RFB# 1447	(49,583.56)
06/30/2020	VERIZON WIRELESS EDI PAYMTS 1444419 Z?SIERRAVILLE~DTM?003?20200701~SE?13?1132~GE?1?631008219073 1444419 R00000091003656255966	900.00
06/30/2020	PNP BILLPAYMENT 062520SETT 200630 5185 SIERRA COUNTY 3333308324 5185 R00000091003758150633	1,126.46
06/30/2020	ELECTRONIC CHECK DEPOSIT	901.52
06/30/2020	ELECTRONIC CHECK DEPOSIT	4,995.43
06/30/2020	ELECTRONIC CHECK DEPOSIT	63,222.66
06/30/2020	WT SEQ170153 WELLS FARGO BANK, N.A. /ORG= SRF# SW000482952 TRN#200630170153 RFB# SW000482952	449.40

Privacy, Security & Legal

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Sierra County
Reconcile Cash Accounts

Detail

Cash Account: 1000 CASH
Reconciliation ID: 06-30-20
Reconciliation Date: 6/30/2020
Status: Open

Outstanding Checks/Vouchers

Document Number	Document Date	Document Description	Document Amount	Payee
114411	5/12/2017	System Generated Check/Voucher	25.00	[redacted]
115560	9/7/2017	System Generated Check/Voucher	10.00	[redacted]
115578	9/7/2017	System Generated Check/Voucher	17.23	[redacted]
115988	10/13/2017	System Generated Check/Voucher	13.17	[redacted]
116305	11/17/2017	System Generated Check/Voucher	2,931.00	DEPARTMENT OF HEALTH CARE SERVICES
116941	1/26/2018	System Generated Check/Voucher	22.33	[redacted]
117084	2/9/2018	System Generated Check/Voucher	204.89	NEWMONT USA LIMITED
117191	2/23/2018	System Generated Check/Voucher	55.00	[redacted]
117403	3/16/2018	System Generated Check/Voucher	16.34	[redacted]
117459	3/16/2018	System Generated Check/Voucher	20.10	[redacted]
117482	3/23/2018	System Generated Check/Voucher	21.12	[redacted]
117833	5/4/2018	System Generated Check/Voucher	500.00	[redacted]
118091	5/25/2018	System Generated Check/Voucher	20.00	[redacted]
118177	6/8/2018	System Generated Check/Voucher	25.23	[redacted]
118273	6/15/2018	System Generated Check/Voucher	8.63	[redacted]
118492	7/6/2018	System Generated Check/Voucher	100.00	[redacted]
119145	9/7/2018	System Generated Check/Voucher	54.20	[redacted]
119155	9/7/2018	System Generated Check/Voucher	1,000.00	[redacted]
119271	9/14/2018	System Generated Check/Voucher	26.90	[redacted]
119571	10/12/2018	System Generated Check/Voucher	51.30	[redacted] N
119617	10/12/2018	System Generated Check/Voucher	15.00	[redacted]
119869	11/9/2018	System Generated Check/Voucher	9.00	[redacted]
302236	1/24/2019	Feb 2019 FEMA Mortgage	842.37	Guild Mortgage Company
120597	1/25/2019	System Generated Check/Voucher	121.96	[redacted] CO
120810	2/15/2019	System Generated Check/Voucher	104.70	[redacted], LP
120815	2/15/2019	System Generated Check/Voucher	44.74	[redacted]

Sierra County
Reconcile Cash Accounts

Detail

Cash Account: 1000 CASH
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Status: Open

Outstanding Checks/Vouchers

Document Number	Document Date	Document Description	Document Amount	Payee
120834	2/25/2019	System Generated Check/Voucher	10.00	[redacted]
120907	3/8/2019	System Generated Check/Voucher	57.92	[redacted]
121330	4/5/2019	System Generated Check/Voucher	94.38	[redacted]
121332	4/5/2019	System Generated Check/Voucher	10.08	[redacted]H
121698	5/10/2019	System Generated Check/Voucher	150.00	LOS DOS HERMANOS
121924	5/31/2019	System Generated Check/Voucher	53.70	FOREST CITY HISTORICAL ASSOC
121936	5/31/2019	System Generated Check/Voucher	13.50	[redacted]
121941	5/31/2019	System Generated Check/Voucher	71.52	SIERRA PACIFIC INDUSTRIES
122480	7/19/2019	System Generated Check/Voucher	331.42	[redacted]
122618	8/9/2019	System Generated Check/Voucher	2.00	[redacted]
122859	8/23/2019	System Generated Check/Voucher	1,110.00	[redacted]
122870	8/30/2019	System Generated Check/Voucher	315.00	[redacted]
122939	9/6/2019	System Generated Check/Voucher	449.00	[redacted]
123203	10/4/2019	System Generated Check/Voucher	57.42	[redacted]
123439	10/25/2019	System Generated Check/Voucher	105.88	[redacted]
123493	11/8/2019	System Generated Check/Voucher	240.00	ALCOPRO
123683	11/22/2019	System Generated Check/Voucher	70.00	CALIFORNIA CRIME VICTIMS ASSISTANCE ASSOCIATION (CCVAA)
00258	12/31/2019	Employee: E6540; Pay Date: 12/31/2019	80.30	[redacted]
124041	1/3/2020	System Generated Check/Voucher	11.82	[redacted]
124247	1/17/2020	System Generated Check/Voucher	375.00	374 LABS
124541	2/21/2020	System Generated Check/Voucher	166.80	[redacted]
124556	2/21/2020	System Generated Check/Voucher	113.80	REDWOOD TOXICOLOGY LABORATORY
124571	2/21/2020	System Generated Check/Voucher	0.00	SILVER STATE INTERN. TRUCKS
124592	2/28/2020	System Generated Check/Voucher	35.24	[redacted]
124596	2/28/2020	System Generated Check/Voucher	67.68	[redacted]

Detail

Cash Account: 1000 CASH
Reconciliation ID: 06-30-20
Reconciliation Date: 6/30/2020
Status: Open

Outstanding Checks/Vouchers

Document Number	Document Date	Document Description	Document Amount	Payee
124601	2/28/2020	System Generated Check/Voucher	20.94	[redacted]
123493	3/10/2020	System Generated Check/Voucher	(240.00)	ALCOPRO
124721	3/13/2020	System Generated Check/Voucher	126.00	[redacted]E
124734	3/13/2020	System Generated Check/Voucher	390.40	[redacted]
124752	3/13/2020	System Generated Check/Voucher	40.50	SANTA ROSA TRAINING CENTER
124756	3/13/2020	System Generated Check/Voucher	163.00	[redacted]
124763	3/13/2020	System Generated Check/Voucher	1,115.00	[redacted]
124721	3/19/2020	System Generated Check/Voucher	(126.00)	[redacted]
124734	3/19/2020	System Generated Check/Voucher	(390.40)	[redacted]
124752	3/19/2020	System Generated Check/Voucher	(40.50)	SANTA ROSA TRAINING CENTER
124778	3/20/2020	System Generated Check/Voucher	0.00	BENDER ROSENTHAL INCORPORATED
124825	3/20/2020	System Generated Check/Voucher	14.00	[redacted]
124846	3/27/2020	System Generated Check/Voucher	375.00	[redacted]
124859	3/27/2020	System Generated Check/Voucher	203.99	[redacted]
124983	4/10/2020	System Generated Check/Voucher	1,749.38	SIERRA CO CHAMBER OF COMMERCE
124846	4/14/2020	System Generated Check/Voucher	(375.00)	[redacted]
124859	4/14/2020	System Generated Check/Voucher	(203.99)	GRAFIX SHOPPE
124825	4/16/2020	System Generated Check/Voucher	(14.00)	[redacted]
119571	4/17/2020	System Generated Check/Voucher	(51.30)	[redacted]
120810	4/17/2020	System Generated Check/Voucher	(104.70)	VALCALDA BROTHERS, LP
120834	4/17/2020	System Generated Check/Voucher	(10.00)	[redacted]
120907	4/17/2020	System Generated Check/Voucher	(57.92)	[redacted]
121924	4/17/2020	System Generated Check/Voucher	(53.70)	FOREST CITY HISTORICAL ASSOC
121936	4/17/2020	System Generated Check/Voucher	(13.50)	[redacted]
122480	4/17/2020	System Generated Check/Voucher	(331.42)	[redacted]
124763	4/17/2020	System Generated Check/Voucher	(1,115.00)	[redacted]

Sierra County
Reconcile Cash Accounts

Detail

Cash Account: 1000 CASH
Reconciliation ID: 06-30-20
Reconciliation Date: 6/30/2020
Status: Open

Outstanding Checks/Vouchers

Document Number	Document Date	Document Description	Document Amount	Payee
125009	4/17/2020	System Generated Check/Voucher	37.00	BASSETT'S STATION
122870	4/21/2020	System Generated Check/Voucher	(315.00)	[redacted]
124756	4/23/2020	System Generated Check/Voucher	(163.00)	[redacted]
125095	4/24/2020	System Generated Check/Voucher	78.26	GIRLS SCOUTS OF THE SIERRA NEVADA
125117	4/24/2020	System Generated Check/Voucher	78.26	THE BACK DOOR CATERING CO.
125121	4/24/2020	System Generated Check/Voucher	104.70	VALCALDA BROTHERS, LP
125128	5/1/2020	System Generated Check/Voucher	35.73	C[redacted]
125130	5/1/2020	System Generated Check/Voucher	14.23	[redacted]
125139	5/1/2020	System Generated Check/Voucher	88.00	[redacted]
125155	5/8/2020	System Generated Check/Voucher	32.48	[redacted]
125187	5/8/2020	System Generated Check/Voucher	75.00	[redacted]
124983	5/15/2020	System Generated Check/Voucher	(1,749.38)	SIERRA CO CHAMBER OF COMMERCE
125236	5/15/2020	System Generated Check/Voucher	39.29	[redacted].
125259	5/15/2020	System Generated Check/Voucher	20.00	GOLDEN RAYS SR CITIZENS
121698	5/21/2020	System Generated Check/Voucher	(150.00)	LOS DOS HERMANOS
125367	5/29/2020	System Generated Check/Voucher	1,000.00	CALPINE IMP ASSOC
125368	5/29/2020	System Generated Check/Voucher	315.00	[redacted]
125377	5/29/2020	System Generated Check/Voucher	63.00	SIERRA CO EMPLOYEES ASSOCIATION
117403	6/1/2020	System Generated Check/Voucher	(16.34)	[redacted]
117482	6/1/2020	System Generated Check/Voucher	(21.12)	[redacted]
118273	6/1/2020	System Generated Check/Voucher	(8.63)	[redacted]
302280	6/3/2020	REFUND OVERPAYMENT FROM TAX INTERCEPT	149.00	[redacted]
302281	6/3/2020	REFUND OVERPAYMENT FROM TAX INTERCEPT	149.00	[redacted]
125381	6/5/2020	System Generated Check/Voucher	40.00	ALLEGHANY CITYWATER DISTRICT
125398	6/5/2020	System Generated Check/Voucher	46.09	[redacted]
125430	6/5/2020	System Generated Check/Voucher	150.00	LOS DOS HERMANOS

Sierra County
Reconcile Cash Accounts

Detail

Cash Account: 1000 CASH
Reconciliation ID: 06-30-20
Reconciliation Date: 6/30/2020
Status: Open

Outstanding Checks/Vouchers

Document Number	Document Date	Document Description	Document Amount	Payee
125439	6/5/2020	System Generated Check/Voucher	168.36	[redacted]
125459	6/5/2020	System Generated Check/Voucher	407.43	[redacted]
302283	6/10/2020	LHS SBR GRD 2020	5,000.00	LOYALTON BOOSTER CLUB
125461	6/12/2020	System Generated Check/Voucher	33.05	AHART, LOUISE
125462	6/12/2020	System Generated Check/Voucher	40.00	ALLEGHANY CITYWATER DISTRICT
125467	6/12/2020	System Generated Check/Voucher	15.49	[redacted]
125485	6/12/2020	System Generated Check/Voucher	0.00	HART INTERCIVIC
125548	6/19/2020	System Generated Check/Voucher	1,082.00	CAL OES ACCOUNTING
125554	6/19/2020	System Generated Check/Voucher	41.46	[redacted]H[redacted]
125557	6/19/2020	System Generated Check/Voucher	844.59	[redacted]
125567	6/19/2020	System Generated Check/Voucher	100.00	[redacted]UL
125575	6/19/2020	System Generated Check/Voucher	1,061.82	LIBERTY UTILITIES
125577	6/19/2020	System Generated Check/Voucher	1,498.71	LPS TACTICAL & PERSONAL SECURITY SUPPLY
125602	6/19/2020	System Generated Check/Voucher	510.00	[redacted]A
324183	6/25/2020	MAY 2020 CHILD CARE	300.00	TODDLER TOWERS INC.
324184	6/25/2020	MAY 2020 CHILD CARE	300.00	TODDLER TOWERS INC.
125611	6/26/2020	System Generated Check/Voucher	110.27	AT&T
125612	6/26/2020	System Generated Check/Voucher	15.00	[redacted]
125613	6/26/2020	System Generated Check/Voucher	106.92	BEN TOILET RENTALS INC.
125618	6/26/2020	System Generated Check/Voucher	163.00	C[redacted]
125619	6/26/2020	System Generated Check/Voucher	120.00	[redacted]
125621	6/26/2020	System Generated Check/Voucher	364.00	DEPARTMENT OF JUSTICE
125622	6/26/2020	System Generated Check/Voucher	224.58	DEPT. FORESTRY & FIRE PROTECTION
125623	6/26/2020	System Generated Check/Voucher	225.00	DYRR, KATHRYN J.
125625	6/26/2020	System Generated Check/Voucher	75.00	[redacted]
125628	6/26/2020	System Generated Check/Voucher	860.99	FERRELLGAS
125629	6/26/2020	System Generated Check/Voucher	137.00	FGL ENVIRONMENTAL

Detail

Cash Account: 1000 CASH
Reconciliation ID: 06-30-20
Reconciliation Date: 6/30/2020
Status: Open

Outstanding Checks/Vouchers

Document Number	Document Date	Document Description	Document Amount	Payee
125630	6/26/2020	System Generated Check/Voucher	18,980.51	FLAHERTY ENGINEERING INC
125631	6/26/2020	System Generated Check/Voucher	406.00	FPD REGIONAL TRAINING CENTER
125632	6/26/2020	System Generated Check/Voucher	975.00	FRASURE & SON CLEANING
125633	6/26/2020	System Generated Check/Voucher	45.18	FUQUA,LEONARD
125634	6/26/2020	System Generated Check/Voucher	22.11	HOSE AND FITTINGS
125637	6/26/2020	System Generated Check/Voucher	69.25	INTERMOUNTAIN DISPOSAL, INC.
125639	6/26/2020	System Generated Check/Voucher	427.57	[redacted]
125641	6/26/2020	System Generated Check/Voucher	38.61	LIBERTY UTILITIES
125642	6/26/2020	System Generated Check/Voucher	130.00	[redacted] TREASURER
125643	6/26/2020	System Generated Check/Voucher	8,199.99	MEGABYTE SYSTEMS, INC.
125645	6/26/2020	System Generated Check/Voucher	731.25	MOUNTAIN MESSENGER
125646	6/26/2020	System Generated Check/Voucher	12,551.57	Nevada -Sierra Connecting Point Authority
125647	6/26/2020	System Generated Check/Voucher	584.42	NORTHERN CALIFORNIA EMS, INC.
125649	6/26/2020	System Generated Check/Voucher	413.64	OAK KNOLL ENGINEERING
125650	6/26/2020	System Generated Check/Voucher	1,762.79	OFFICE DEPOT
125651	6/26/2020	System Generated Check/Voucher	892.02	P G & E
125652	6/26/2020	System Generated Check/Voucher	127.95	PLAZA TIRE
125654	6/26/2020	System Generated Check/Voucher	1,432.95	PLUMAS SANITATION, INC.
125656	6/26/2020	System Generated Check/Voucher	270.81	RAY MORGAN COMPANY
125657	6/26/2020	System Generated Check/Voucher	124.75	REDWOOD TOXICOLOGY LABORATORY
125658	6/26/2020	System Generated Check/Voucher	508.19	[redacted]
125661	6/26/2020	System Generated Check/Voucher	163.32	SIERRA DISPOSAL SERVICE, INC
125662	6/26/2020	System Generated Check/Voucher	566.65	SIERRA METAL FABRICATORS INC
125663	6/26/2020	System Generated Check/Voucher	900.00	SILVER STATE ANALYTICAL LABORATORIES INC.
125666	6/26/2020	System Generated Check/Voucher	3,479.04	TODDLER TOWERS INC.
125672	6/26/2020	System Generated Check/Voucher	234.74	Z-MARINE

Sierra County
Reconcile Cash Accounts

Detail

Cash Account: 1000 CASH
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Outstanding Checks/Vouchers

Document Number	Document Date	Document Description	Document Amount	Payee
Outstanding Checks/Vouchers			79,258.00	

$5,000.00	Cash to have bank turn into change
$38,702.00	Cash Deposit In transit deposited 7/1/2020
$630.77	Counter Cash Transactions
$5,663.00	Vault
$49,995.77	**Cash on hand**

JUNE 2020

Date	Description	DB	CR	Balance
6/1/20	Balance Forward			$468.95
6/1/20	CR015211		34.00	502.95
6/2/20	CR015219		103.00	605.95
6/3/20	CR015221		42.00	647.95
6/4/20	CR015225		82.00	729.95
6/5/20	CR015230		294.00	1023.95
	money to vault	500.00		523.95
6/8/20	CR015233		2.00	525.95
6/9/20	CR015241		50.00	575.95
	CR015242		20.00	595.95
	CR015245		94.00	689.95
6/10/20	CR015250		158.00	847.95
	CR015251		2173.16	3021.11
	money to vault	2450.00		571.11
6/11/20	CR015255		169.66	740.77
6/16/20	CR015265		11.00	751.77
	money to vault	250		501.77
	CR015267		25.00	526.77
6/17/20	money to vault	40.00		486.77
6/19/20	CR015278		84.00	570.77
	CR015280		38.00	608.77
6/22/20	CR015281		8	616.77
6/23/20	CR015284		101.00	717.77
	CR015285		25.00	742.77
6/25/20	CR015294		75.00	817.77
	money to vault	400.00		417.77

June 2020

Date	Description	DR	CR	Balance
6/26/20	Balance forward			417.77
	CR015299		290.00	707.77
	CR015301		42.00	749.77 se
6/29/20	money to vault	250.00		499.77
	CR015308		2.00	501.77 ✓
6/30/20	CR015313		5.00	506.77
	CR015318		64.00	570.77
	CR015319		60.00	630.77 se RC

VAULT

Month June 2020

Date	Description	100's	50's	20's	10's	5's	1's	Quarters	Dimes	Nickles	Pennies	$2	TOTAL
6/1/20	Balance Forward	26,500	3,200	11,160	1,280	2,330	560	230	110	102	1	2	$45,475.00
6/9	Money from drawer	+400	+50	+40	+10								45,975.00
6/10	Money from drawer	+1200	+150	+1100									48,425.00
6/16	Money from drawer		+50	+200									48,675.00
6/17	Change for J. ROOS			+80	+20		-100						48,675.00
	Money from drawer	+200											48,875.00
	Change for drawer			-160									48,715.00
6/22	Change for J. ROOS	+100	+50	+440	-190	-200	-200						48,715.00
6/25	Money from drawer			+400									49,115.00
6/26	Change for J. ROOS		+100	+400	-200	-100	-200						49,115.00
6/29	Money from drawer			+200		+50							49,365.00
6/30	Deposit	-24000	-3100	-11600								-2	10,663.00
	Change order	-4500	-500										5,663.00 *
6/30	Balance Vault Actual totals			2160	920	2080	60	230	110	102	1		$5,663.00 ✓RC

Scarr

Sierra County Investment Portfolio as of 06/30/2020

CUSIP	Security Description	Purchase Date	Par Value	Market Value	Book Value	Stated Rate	Purchase YTM 360	Purchase YTM 365	Days to Maturity	Maturity Date
CORPORATE NOTES										
92826CAB8	Visa Inc 2.200% 12/14/2020	12/12/2016	200,000.00	201,317.60	200,072.31	2.200	2.118%	2.118%	167	12/14/20
037833CM0	Apple Inc 2.500% 02/09/2022	11/01/2017	250,000.00	258,456.00	251,025.98	2.500	2.238%	2.238%	589	02/09/22
06406RAA5	Bank of NY Mellon Corp 2.600% 02/07/2022	11/01/2017	250,000.00	258,240.25	250,873.91	2.600	2.375%	2.376%	587	02/07/22
40428HPV8	HSBC USA Inc 2.750% 08/07/2020	02/01/2018	250,000.00	250,560.00	250,028.98	2.750	2.610%	2.610%	38	08/07/20
46625HRT9	JP Morgan Chase 2.400% 06/07/2021	02/01/2018	250,000.00	254,263.00	249,158.71	2.400	2.766%	2.765%	342	06/07/21
68389XBK0	Oracle Corp 1.900% 09/15/2021	11/01/2017	250,000.00	254,272.50	249,226.92	1.900	2.161%	2.160%	442	09/15/21
69353REY0	PNC Bank 2.550% 12/09/2021	11/01/2017	250,000.00	257,202.25	250,703.27	2.550	2.350%	2.350%	527	12/09/21
74005PBA1	Praxair 2.450% 02/15/2022	02/01/2018	250,000.00	256,254.50	248,768.56	2.450	2.762%	2.761%	595	02/15/22
857477AV5	State Street Bank 1.950% 05/19/2021	02/01/2018	200,000.00	202,870.80	198,759.31	1.950	2.664%	2.663%	323	05/19/21
02665WBF7	American Honda Finance 1.650% 07/12/2021	07/10/2018	200,000.00	202,251.00	196,963.84	1.650	3.162%	3.153%	377	07/12/21
09247XAJ0	Blackrock Inc 3.375% 06/01/2022	07/10/2018	250,000.00	264,277.75	251,017.44	3.375	3.154%	3.154%	701	06/01/22
24422ETL3	John Deere Capital Corp 2.650% 01/06/2022	07/10/2018	200,000.00	206,618.20	198,508.16	2.650	3.159%	3.157%	555	01/06/22
369550BE7	General Dynamics Corp 3.000% 05/11/2021	07/10/2018	250,000.00	255,772.00	249,844.98	3.000	3.071%	3.071%	315	05/11/21
69371RN93	Paccar Financial Corp 2.800% 03/01/2021	07/10/2018	150,000.00	152,403.90	149,765.08	2.800	3.037%	3.035%	244	03/01/21
808513AG0	Charles Schwab Corp 3.225% 09/01/2022	07/10/2018	250,000.00	264,311.50	249,825.72	3.225	3.257%	3.257%	793	09/01/22
06051GFW4	Bank of America Corp 2.625% 04/19/2021	01/04/2019	250,000.00	254,424.75	248,722.06	2.625	3.274%	3.272%	293	04/19/21
084670BR8	Berkshire Hathaway 2.750% 03/15/2023	01/04/2019	250,000.00	264,759.75	246,831.89	2.750	3.242%	3.242%	988	03/15/23
30231GAR3	Exxon Mobil Corp 2.726% 03/01/2023	01/04/2019	250,000.00	263,006.25	247,501.50	2.726	3.119%	3.118%	974	03/01/23
89236TEL5	Toyota Motor Credit Corp 2.700% 01/11/2023	01/04/2019	250,000.00	262,624.75	245,893.51	2.700	3.384%	3.382%	925	01/11/23
931142DH3	Wal-Mart Stores 2.550% 04/11/2023	01/04/2019	250,000.00	263,746.50	246,212.20	2.550	3.123%	3.122%	1,015	04/11/23
00440EAT4	Chubb INA Holdings Inc 2.300% 11/03/2020	03/14/2019	250,000.00	251,207.75	249,608.72	2.300	2.751%	2.751%	126	11/03/20
166764AB6	Chevron Corp 2.355% 12/05/2022	04/30/2019	250,000.00	260,257.50	248,456.88	2.355	2.618%	2.618%	888	12/05/22
90331HNL3	US Bank NA 2.850% 01/23/2023	04/30/2019	300,000.00	316,777.80	300,835.59	2.850	2.736%	2.736%	937	01/23/23
911312BC9	UPS 2.350% 05/16/2022	04/30/2019	250,000.00	258,564.75	248,925.28	2.350	2.586%	2.585%	685	05/16/22
58933YAF2	Merck & Co 2.800% 05/18/2023	10/09/2019	250,000.00	266,385.00	257,477.34	2.800	1.731%	1.731%	1,052	05/18/23
69371RP83	Paccar Financial Corp 2.650% 05/10/2022	10/09/2019	100,000.00	104,225.40	101,577.42	2.650	1.783%	1.783%	679	05/10/22
	Subtotal and Average		**6,100,000.00**	**6,305,051.45**	**6,086,585.56**		**2.754%**	**2.753%**	**597**	
FEDERAL AGENCIES										
3135G0K69	FNMA 1.250% 05/06/2021	10/12/2016	350,000.00	353,150.35	349,601.11	1.250	1.385%	1.385%	310	05/06/21
3135G0T45	FNMA 1.875% 04/05/2022	04/12/2017	500,000.00	514,757.00	499,847.50	1.875	1.892%	1.892%	644	04/05/22
3135G0S38	FNMA 2.000% 01/05/2022	11/01/2017	500,000.00	513,701.50	500,194.51	2.000	1.974%	1.974%	554	01/05/22
3130AEBM1	FHLB 2.750% 06/10/2022	07/10/2018	500,000.00	523,941.50	499,158.43	2.750	2.839%	2.839%	710	06/10/22
3137EAEK1	FHLMC 1.875% 11/17/2020	07/10/2018	400,000.00	402,573.20	398,810.89	1.875	2.658%	2.658%	140	11/17/20
3130A0EN6	FHLB 2.875% 12/10/2021	01/04/2019	500,000.00	518,880.50	502,028.83	2.875	2.586%	2.587%	528	12/10/21
3130AFE78	FHLB 3.000% 12/09/2022	01/04/2019	250,000.00	266,484.75	252,239.97	3.000	2.618%	2.618%	892	12/09/22
3130ADRG9	FHLB 2.750% 03/10/2023	03/14/2019	500,000.00	531,273.00	503,439.03	2.750	2.483%	2.484%	983	03/10/23
3135G0T94	FNMA 2.375% 01/19/2023	03/14/2019	500,000.00	528,212.50	498,720.33	2.375	2.479%	2.479%	933	01/19/23
313378WG2	FHLB 2.500% 03/11/2022	04/30/2019	600,000.00	623,139.60	601,905.55	2.500	2.306%	2.307%	619	03/11/22
3133EKHN9	FFCB 2.330% 10/18/2022	04/30/2019	500,000.00	523,539.00	500,305.33	2.330	2.302%	2.302%	840	10/18/22
3130A3DL5	FHLB 2.375% 09/08/2023	09/06/2019	500,000.00	531,488.50	513,345.66	2.375	1.513%	1.514%	1,165	09/08/23
3135G0W33	FNMA 1.375% 09/06/2022	09/06/2019	500,000.00	512,419.50	498,541.27	1.375	1.511%	1.511%	798	09/06/22
313380GJ0	FHLB 2.000% 09/09/2022	10/09/2019	500,000.00	519,348.00	505,571.29	2.000	1.480%	1.481%	801	09/09/22
3133EKY91	FFCB 1.375% 10/11/2022	10/09/2019	500,000.00	512,517.00	499,023.87	1.375	1.462%	1.462%	833	10/11/22
3133ELHR8	FFCB 1.600% 01/21/2022	02/05/2020	500,000.00	510,776.00	500,809.42	1.600	1.494%	1.494%	570	01/21/22
	Subtotal and Average		**7,600,000.00**	**7,886,201.90**	**7,623,542.99**		**2.051%**	**2.051%**	**717**	
US TREASURY										
912828L32	US Treasury 1.375% 08/31/2020	12/12/2016	425,000.00	425,841.08	424,807.99	1.375	1.636%	1.636%	62	08/31/20
912828XM7	US Treasury 1.625% 07/31/2020	12/12/2016	425,000.00	425,509.15	424,998.53	1.625	1.618%	1.618%	31	07/31/20
9128282F6	US Treasury 1.125% 08/31/2021	04/12/2017	500,000.00	505,469.00	496,658.77	1.125	1.708%	1.706%	427	08/31/21
912828N89	US Treasury 1.375% 01/31/2021	04/12/2017	500,000.00	503,437.50	499,290.56	1.375	1.621%	1.618%	215	01/31/21
912828VZ0	US Treasury 2.000% 09/30/2020	02/01/2018	500,000.00	502,260.50	499,648.94	2.000	2.270%	2.270%	92	09/30/20
912828J76	US Treasury 1.750% 03/31/2022	07/10/2018	400,000.00	411,000.00	393,572.11	1.750	2.697%	2.695%	639	03/31/22
912828L24	US Treasury 1.875% 08/31/2022	03/14/2019	350,000.00	362,892.60	345,943.51	1.875	2.428%	2.427%	792	08/31/22
912828M80	US Treasury 2.000% 11/30/2022	04/30/2019	500,000.00	522,011.50	497,034.45	2.000	2.253%	2.253%	883	11/30/22
912828T67	US Treasury 1.250% 10/31/2021	10/09/2019	500,000.00	507,168.00	498,533.72	1.250	1.473%	1.473%	488	10/31/21
9128282P4	US Treasury 1.875% 07/31/2022	02/05/2020	500,000.00	517,734.50	504,481.13	1.875	1.436%	1.437%	761	07/31/22
912828R28	US Treasury 1.625% 04/30/2023	02/05/2020	500,000.00	520,390.50	502,732.50	1.625	1.427%	1.427%	1,034	04/30/23
912828YT1	US Treasury 1.500% 11/30/2021	02/05/2020	500,000.00	509,375.00	500,199.50	1.500	1.471%	1.471%	518	11/30/21
	Subtotal and Average		**5,600,000.00**	**5,713,089.33**	**5,587,901.71**		**1.809%**	**1.808%**	**497**	
	TOTAL AND AVERAGE		**19,300,000.00**	**19,904,342.68**	**19,298,030.26**		**2.203%**	**2.202%**	**615**	

California State Treasurer
Fiona Ma, CPA

Local Agency Investment Fund
P.O. Box 942809
Sacramento, CA 94209-0001
(916) 653-3001

July 01, 2020

LAIF Home
PMIA Average Monthly Yields

SIERRA COUNTY

TREASURER
P.O. BOX 376
DOWNIEVILLE, CA 95936-0376

Tran Type Definitions

Account Number: [redacted]

June 2020 Statement

Effective Date	Transaction Date	Tran Type	Confirm Number	Web Confirm Number	Authorized Caller	Amount
6/5/2020	6/5/2020	RD	1643063	N/A	SARA CARR	350,000.00
6/9/2020	6/9/2020	RW	1643218	N/A	SARA CARR	-300,000.00
6/11/2020	6/11/2020	RW	1643336	N/A	SARA CARR	-650,000.00
6/18/2020	6/18/2020	RW	1643796	N/A	SARA CARR	-100,000.00
6/25/2020	6/25/2020	RW	1644195	N/A	SARA CARR	-1,500,000.00

Account Summary

Total Deposit:	350,000.00	Beginning Balance:	10,004,305.20
Total Withdrawal:	-2,550,000.00	Ending Balance:	7,804,305.20

Account Statement - Transaction Summary

For the Month Ending **June 30, 2020**

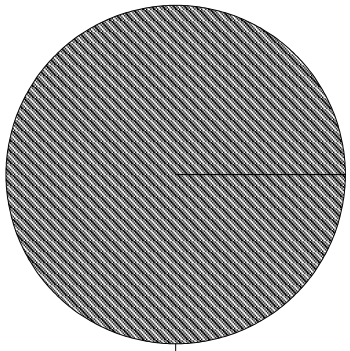
SIERRA COUNTY - SIERRA COUNTY - [redacted]

CAMP Pool	
Opening Market Value	1,040.27
Purchases	0.44
Redemptions	0.00
Unsettled Trades	0.00
Change in Value	0.00
Closing Market Value	**$1,040.71**
Cash Dividends and Income	0.44

Asset Summary

	June 30, 2020	May 31, 2020
CAMP Pool	1,040.71	1,040.27
Total	**$1,040.71**	**$1,040.27**

Asset Allocation



Account Statement

For the Month Ending **June 30, 2020**

SIERRA COUNTY - SIERRA COUNTY - [redacted]

Trade Date	Settlement Date	Transaction Description	Share or Unit Price	Dollar Amount of Transaction	Total Shares Owned
CAMP Pool					
Opening Balance					**1,040.27**
06/30/20	07/01/20	Accrual Income Div Reinvestment - Distributions	1.00	0.44	1,040.71
Closing Balance					**1,040.71**

	Month of June	Fiscal YTD February-June
Opening Balance	1,040.27	1,224,252.18
Purchases	0.44	3,288.53
Redemptions (Excl. Checks)	0.00	(1,226,500.00)
Check Disbursements	0.00	0.00
Closing Balance	**1,040.71**	**1,040.71**
Cash Dividends and Income	0.44	3,288.53

Closing Balance	1,040.71
Average Monthly Balance	1,040.28
Monthly Distribution Yield	0.51%

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

MEETING DATE: September 1, 2020	**TYPE OF AGENDA ITEM:** ☐Regular ☐Timed ☒Consent

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

AGENDA ITEM: Local Enforcement Agency Grant Agreement EA31-20-0001, for the time period of July 1, 2020 through October 28, 2021, in the amount of $15,022.00

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:
AMOUNT: $15,022.00 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

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:

_____ _____
CLERK TO THE BOARD DATE

Memorandum

To: Sierra County Board of Supervisors
From: Vickie Clark, Director
Reference: Agenda Item
Date of memo: August 21, 2020
Date of Board Meeting: September 1, 2020

Requested Action: Local Enforcement Agency Grant Agreement EA31-20-0001, for the time period of July 1, 2020 through October 28, 2021, in the amount of $15,022.00

Mandated by: Public Resources Code Sections 40000 et seq.

Funding
Budgeted? YesX No

Revenue	$15,022.00	**Local Enforcement Agency Grant**
Expenses	$15,022.00	**Local Enforcement Agency Grant**
Difference	0	

Background Information: For more than a decade the County has applied for a Local Enforcement Agency Grant to fund these mandated programs. At the May 19, 2020 board meeting Resolution 2020-059 was approved authorizing the Public Health Director or his/her designee to submit an application for the Local Enforcement Agency Grant for the securing of grant funds. Per the before mentioned resolution, this grant agreement is being returned to the Board for final approval. Local enforcement agencies (LEA) are designated by the governing body of a county or city and, upon certification by CalRecycle, are empowered to implement delegated CalRecycle programs and locally designated activities. LEAs have the primary responsibility for ensuring the correct operation and closure of solid waste facilities in the state. They also have responsibilities for guaranteeing the proper storage and transportation of solid wastes.

Potential Issues to consider: None

Alternatives or Impacts of disapproval: Sierra County will not receive the funding to offset the costs of personnel, travel and training budgeted in this program.

Grant Agreement Cover Sheet

Grant Number
EA31-20-0001
Name of Grant Program
2020-21 Local Enforcement Agency Grants
Grantee Name
Sierra County
Taxpayer's Federal Employer Identification Number
Total Grant not to Exceed
$15,022.00
Start of Grant Term
July 1, 2020
End of Grant Term
October 28, 2021

The Department of Resources Recycling and Recovery (CalRecycle) and Sierra County (the "Grantee"), in mutual consideration of the promises made herein, agree to comply with the provisions of this Agreement, which consists of this Grant Agreement Cover Sheet and the following Exhibits, which are incorporated by this reference and made a part of this Agreement as if attached hereto:

Exhibit A – Terms and Conditions
Exhibit B – Procedures and Requirements
Exhibit C – Application with revisions, if any, and any amendments

This Agreement is of no force or effect until signed by both parties. Grantee shall not commence performance until it receives written approval from CalRecycle.

In witness whereof, the parties hereto have executed this Agreement as of the dates entered below.

Department/Grantor Name	**Grantee Name**
CalRecycle	Sierra County
Signature of CalRecycle's Authorized Signatory	**Signature of Grantee's Authorized Signatory** (as authorized in Resolution, Letter of Commitment, or Letter of Designation)
X	**X**
Printed Name of CalRecycle's Authorized Signatory	**Printed Name of Grantee's Authorized Signatory**
Sarah Keck	
Title	**Title**
Deputy Director, CalRecycle	
Date	**Date**

Grantee Payment Address
Health and Human Services PO Box 7 Loyalton, CA 96118

Certification of Funding

Amount Encumbered by this Agreement	Prior Amount Encumbered for this Agreement	Total Amount Encumbered to Date
$15,022.00		$15,022.00
Grant Year/Program	**Chapter**	**Statute Year**
2020-21 Local Enforcement Agency Grants	6	2020
Org Code	**Reference**	**Fund Code**
3970	101	0387
Enactment Year	**Fiscal Year**	**Fund Title**
2020	2020-21	IWMA

Fi$Cal Expenditure Information

Reporting Structure	Program (PGM-SUB-TSK)	Account/Alt Account
39707820	3700000223	5432000

I hereby certify upon my own personal knowledge that budgeted funds are available for the period and purpose of the expenditure stated above.

Signature of CalRecycle Budget Office	Date
X	08.10.2020

Exhibit A
Terms and Conditions

Local Enforcement Agency Grant Program

Fiscal Year 2020–21

The following terms used in this Grant Agreement (Agreement) have the meanings given to them below, unless the context clearly indicates otherwise:

- "CalRecycle" means the Department of Resources Recycling and Recovery.
- "Director" means the Director of CalRecycle or his or her designee.
- "Grant Agreement" and "Agreement" means all documents comprising the agreement between CalRecycle and the grantee for this grant.
- "Grant Manager" means CalRecycle staff person responsible for monitoring the grant.
- "Grantee" means the recipient of funds pursuant to this Agreement.
- "Program" means the Local Enforcement Agency Grant Program.
- "State" means the State of California, including, but not limited to, CalRecycle and/or its designated officer.

Air or Water Pollution Violation

The grantee shall not be:

(a) In violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district.

(b) Out of compliance with any final cease and desist order issued pursuant to Water Code Section 13301 for violation of waste discharge requirements or discharge prohibitions.

(c) Finally determined to be in violation of provisions of federal law relating to air or water pollution.

Amendment

No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties, and approved as required. No oral understanding or agreement not incorporated into this Agreement is binding on any of the parties. This Agreement may be amended, modified or augmented by mutual consent of the parties, subject to the requirements and restrictions of this paragraph.

Americans with Disabilities Act

The grantee assures the state that it complies with the Americans with Disabilities Act of 1990 (ADA) (42 U.S.C.§ 12101 et seq.), which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA.

Assignment, Successors, and Assigns

(a) This Agreement may not be assigned by the grantee, either in whole or in part, without CalRecycle's prior written consent.
(b) The provisions of this Agreement shall be binding upon and inure to the benefit of CalRecycle, the grantee, and their respective successors and assigns.

Audit/Records Access

The grantee agrees that CalRecycle, the Department of Finance, the Bureau of State Audits, or their designated representative(s) shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. The grantee agrees to maintain such records for possible audit for a minimum of three (3) years after final payment date or grant term end date, whichever is later, unless a longer period of records retention is stipulated, or until completion of any action and resolution of all issues which may arise as a result of any litigation, dispute, or audit, whichever is later. The grantee agrees to allow the designated representative(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, the grantee agrees to include a similar right of the State to audit records and interview staff in any contract or subcontract related to performance of this Agreement.

[It may be helpful to share the Terms and Conditions (Exhibit A) and Procedures and Requirements (Exhibit B) with your finance department, contractors and subcontractors. Examples of audit documentation include, but are not limited to: expenditure ledger, payroll register entries and time sheets, personnel expenditure summary form, travel expense log, paid warrants, contracts, change orders, invoices, and/or cancelled checks.]

Authorized Representative

The grantee shall continuously maintain a representative vested with signature authority authorized to work with CalRecycle on all grant-related issues. The grantee shall, at all times, keep the Grant Manager informed as to the identity and contact information of the authorized representative.

Availability of Funds

CalRecycle's obligations under this Agreement are contingent upon and subject to the availability of funds appropriated for this grant.

Bankruptcy/Declaration of Fiscal Emergency Notification

If the grantee files for protection under Chapter 9 of the U.S. Bankruptcy Code (11 U.S.C. §901 et seq.) or declares a fiscal emergency at any time during the Grant Term, the grantee shall notify CalRecycle within 15 days of such filing or declaration, pursuant to the procedures set forth in the section entitled "Communications" herein.

Charter Cities

If the grantee is a charter city, a joint powers authority that includes one or more charter cities, or the regional lead for a regional program containing one or more charter cities, the grantee shall not receive any grant funding if such funding is prohibited by Labor Code section 1782. If it is determined that Labor Code section 1782 prohibits funding for the grant project, this Agreement will be terminated and any disbursed grant funds shall be returned to CalRecycle.

Child Support Compliance Act

For any agreement in excess of $100,000, the grantee acknowledges that:

(a) The grantee recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Family Code Section 5200 et seq.

(b) The grantee, to the best of its knowledge, is fully complying with the earnings assignment orders of all employees, and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

Communications

All communications from the grantee to CalRecycle shall be directed to the Grant Manager. All notices, including reports and payment requests, required by this Agreement shall be given in writing by email, letter, or fax to the Grant Manager as identified in the Procedures and Requirements (Exhibit B). If an original document is required, prepaid mail or personal delivery to the Grant Manager is required following the email or fax.

Compliance

The grantee shall comply fully with all applicable federal, state, and local laws, ordinances, regulations, and permits. The grantee shall provide evidence, upon request, that all local, state, and/or federal permits, licenses, registrations, and approvals have been secured for the purposes for which grant funds are to be expended. The grantee shall maintain compliance with such requirements throughout the Grant Term. The grantee shall ensure that the requirements of the California Environmental Quality Act are met for any approvals or other requirements necessary to carry out the terms of this Agreement. The grantee shall ensure that all of grantee's contractors and subcontractors have all local, state, and/or federal permits, licenses, registrations, certifications, and approvals required to perform the work for which they are hired. Any deviation from the requirements of this section shall result in non-payment of grant funds.

Conflict of Interest

The grantee needs to be aware of the following provisions regarding current or former state employees. If the grantee has any questions on the status of any person

rendering services or involved with this Agreement, CalRecycle must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code, § 10410):

(a) No officer or employee shall engage in any employment, activity, or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity, or enterprise is required as a condition of regular state employment.

(b) No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code, § 10411):

(a) For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

(b) For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the twelve month period prior to his or her leaving state service.

If the grantee violates any provisions of above paragraphs, such action by the grantee shall render this Agreement void. (Pub. Contract Code, § 10420).

Contractors/Subcontractors

The grantee will be entitled to make use of its own staff and such contractors and subcontractors as are mutually acceptable to the grantee and CalRecycle. Any change in contractors or subcontractors must be mutually acceptable to the parties. Immediately upon termination of any such contract or subcontract, the grantee shall notify the Grant Manager.

Nothing contained in this Agreement or otherwise, shall create any contractual relation between CalRecycle and any contractors or subcontractors of grantee, and no agreement with contractors or subcontractors shall relieve the grantee of its responsibilities and obligations hereunder. The grantee agrees to be as fully responsible to CalRecycle for the acts and omissions of its contractors and subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the grantee. The grantee's obligation to pay its contractors and subcontractors is an independent obligation from CalRecycle’s obligation to make payments to the grantee. As a result, CalRecycle shall have no obligation to pay or to enforce the payment of any moneys to any contractor or subcontractor.

Copyrights

Grantee retains title to any copyrights or copyrightable material produced pursuant to this Agreement. grantee hereby grants to CalRecycle a royalty-free, nonexclusive,

transferable, world-wide license to reproduce, translate, and distribute copies of any and all copyrightable materials produced pursuant this Agreement, for nonprofit, non-commercial purposes, and to have or permit others to do so on CalRecycle's behalf. Grantee is responsible for obtaining any necessary licenses, permissions, releases or authorizations to use text, images, or other materials owned, copyrighted, or trademarked by third parties and for extending such licenses, permissions, releases, or authorizations to CalRecycle pursuant to this section.

Corporation Qualified to do Business in California

When work under this Agreement is to be performed in California by a corporation, the corporation shall be in good standing and currently qualified to do business in the State. "Doing business" is defined in Revenue and Taxation Code Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit.

Discharge of Grant Obligations

The grantee's obligations under this Agreement shall be deemed discharged only upon acceptance of the final report by CalRecycle. If the grantee is a non-profit entity, the grantee's Board of Directors shall accept and certify as accurate the final report prior to its submission to CalRecycle.

Disclaimer of Warranty

CalRecycle makes no warranties, express or implied, including without limitation, the implied warranties of merchantability and fitness for a particular purpose, regarding the materials, equipment, services or products purchased, used, obtained and/or produced with funds awarded under this Agreement, whether such materials, equipment, services or products are purchased, used, obtained and/or produced alone or in combination with other materials, equipment, services or products. No CalRecycle employees or agents have any right or authority to make any other representation, warranty or promise with respect to any materials, equipment, services or products, purchased, used, obtained, or produced with grant funds. In no event shall CalRecycle be liable for special, incidental or consequential damages arising from the use, sale or distribution of any materials, equipment, services or products purchased or produced with grant funds awarded under this Agreement.

Discretionary Termination

The Director shall have the right to terminate this Agreement at his or her sole discretion at any time upon 30 days written notice to the grantee. Within 45 days of receipt of written notice, grantee is required to:

(a) Submit a final written report describing all work performed by the grantee.
(b) Submit an accounting of all grant funds expended up to and including the date of termination.
(c) Reimburse CalRecycle for any unspent funds.

Disputes

In the event of a dispute regarding performance under this Agreement or interpretation of requirements contained therein, the grantee may, in addition to any other remedies

that may be available, provide written notice of the particulars of such dispute to the Branch Chief of Financial Resources Management Branch, Department of Resources Recycling and Recovery, PO Box 4025, Sacramento, CA 95812-4025. Such written notice must contain the grant number.

Unless otherwise instructed by the Grant Manager, the grantee shall continue with its responsibilities under this Agreement during any dispute.

Drug-Free Workplace Certification

The person signing this Agreement on behalf of the grantee certifies under penalty of perjury under the laws of California, that the grantee will comply with the requirements of the Drug-Free Workplace Act of 1990 (Gov. Code, § 8350 et seq.) and will provide a drug-free workplace by taking the following actions:

(a) Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions that will be taken against employees for violations.

(b) Establish a drug-free awareness program to inform employees about all of the following:
   (1) The dangers of drug abuse in the workplace.
   (2) The grantee's policy of maintaining a drug-free workplace.
   (3) Any available counseling, rehabilitation, and employee assistance programs.
   (4) Penalties that may be imposed upon employees for drug abuse violations.

(c) Require that each employee who works on the grant:
   (1) Receive a copy of the drug-free policy statement of the grantee.
   (2) Agrees to abide by the terms of such statement as a condition of employment on the grant.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and grantee may be ineligible for award of any future State agreements if CalRecycle determines that the grantee has made a false certification, or violated the certification by failing to carry out the requirements as noted above.

Effectiveness of Agreement

This Agreement is of no force or effect until signed by both parties.

Entire Agreement

This Agreement supersedes all prior agreements, oral or written, made with respect to the subject hereof and, together with all attachments hereto, contains the entire agreement of the parties.

Environmental Justice

In the performance of this Agreement, the grantee shall conduct its programs, policies, and activities that substantially affect human health or the environment in a manner that ensures the fair treatment of people of all races, cultures, and income levels, including minority populations and low-income populations of the state.

Failure to Perform as Required by this Agreement

CalRecycle will benefit from the grantee's full compliance with the terms of this Agreement only by the grantee's:

(a) Investigation and/or application of technologies, processes, and devices which support reduction, reuse, and/or recycling of wastes.
(b) Cleanup of the environment.
(c) Enforcement of solid waste statutes and regulations, as applicable.

Therefore, the grantee shall be in compliance with this Agreement only if the work it performs results in:

(a) Application of information, a process, usable data or a product which can be used to aid in reduction, reuse, and/or recycling of waste.
(b) The cleanup of the environment.
(c) The enforcement of solid waste statutes and regulations, as applicable.

If the Grant Manager determines that the grantee has not complied with the Grant Agreement, the grantee may forfeit the right to reimbursement of any grant funds not already paid by CalRecycle, including, but not limited to, the 10 percent withhold.

Force Majeure

Neither CalRecycle nor the grantee, its contractors, vendors, or subcontractors, if any, shall be responsible hereunder for any delay, default, or nonperformance of this Agreement, to the extent that such delay, default, or nonperformance is caused by an act of God, weather, accident, labor strike, fire, explosion, riot, war, rebellion, sabotage, flood, or other contingencies unforeseen by CalRecycle or the grantee, its contractors, vendors, or subcontractors, and beyond the reasonable control of such party.

Forfeit of Grant Funds/Repayment of Funds Improperly Expended

If grant funds are not expended, or have not been expended, in accordance with this Agreement, or if real or personal property acquired with grant funds is not being used, or has not been used, for grant purposes in accordance with this Agreement, the Director, at his or her sole discretion, may take appropriate action under this Agreement, at law or in equity, including requiring the grantee to forfeit the unexpended portion of the grant funds, including, but not limited to, the 10 percent withhold, and/or to repay to CalRecycle any funds improperly expended.

Generally Accepted Accounting Principles

The grantee is required to use Generally Accepted Accounting Principles in documenting all grant expenditures.

Grant Manager

The Grant Manager’s responsibilities include monitoring grant progress, and reviewing and approving Grant Payment Requests and other documents delivered to CalRecycle pursuant to this Agreement. The Grant Manager may monitor grantee performance to ensure that the grantee expends grant funds appropriately and in a manner consistent with the terms and conditions contained herein. The Grant Manager does not have the authority to approve any deviation from or revision to the Terms and Conditions

(Exhibit A) or the Procedures and Requirements (Exhibit B), unless such authority is expressly stated in the Procedures and Requirements (Exhibit B).

Grantee Accountability

The grantee is ultimately responsible and accountable for the manner in which the grant funds are utilized and accounted for and the way the grant is administered, even if the grantee has contracted with another organization, public or private, to administer or operate its grant program. In the event an audit should determine that grant funds are owed to CalRecycle, the grantee is responsible for repayment of the funds to CalRecycle.

Grantee's Indemnification and Defense of the State

The grantee agrees to indemnify, defend and save harmless the state and CalRecycle, and their officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by the grantee as a result of the performance of this Agreement.

Grantee's Name Change

A written amendment is required to change the grantee's name as listed on this Agreement. Upon receipt of legal documentation of the name change, CalRecycle will process the amendment. Payment of Payment Requests presented with a new name cannot be paid prior to approval of the amendment.

In Case of Emergency

In the event of an emergency, or where there is an imminent threat to public health and safety or the environment, the grantee may choose, at its own risk, to incur grant-eligible expenses not previously included in the approved Budget, subject to subsequent approval by the Grant Manager of both the Budget change and the need to implement the Budget change on an emergency basis. The grantee shall notify the Grant Manager of the emergency and the Budget change at the earliest possible opportunity. CalRecycle reserves the right to accept or reject the grantee’s determination that the circumstances constituted an emergency or a threat to public health and safety or the environment. If the Grant Manager determines that the circumstances did not constitute an emergency or a threat to public health or safety, the Budget change will be disallowed.

No Agency Relationship Created/Independent Capacity

The grantee and the agents and employees of grantee, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of CalRecycle.

No Waiver of Rights

CalRecycle shall not be deemed to have waived any rights under this Agreement unless such waiver is given in writing and signed by CalRecycle. No delay or omission on the part of CalRecycle in exercising any rights shall operate as a waiver of such right or any other right. A waiver by CalRecycle of a provision of this Agreement shall not prejudice or constitute a waiver of CalRecycle's right otherwise to demand strict compliance with that provision or any other provision of this Agreement. No prior waiver by CalRecycle, nor any course of dealing between CalRecycle and grantee, shall constitute a waiver of any of CalRecycle's rights or of any of grantee's obligations as to any future transactions. Whenever the consent of CalRecycle is required under this Agreement, the granting of such consent by CalRecycle in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of CalRecycle.

Non-Discrimination Clause

(a) During the performance of this Agreement, grantee and its contractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment on the bases enumerated in Government Code Section 12900 et seq.
(b) The person signing this Agreement on behalf of the grantee certifies under penalty of perjury under the laws of California that the grantee has, unless exempted, complied with the nondiscrimination program requirements (Gov. Code, § 12990, subd. (a-f) and California Code of Regulations, Title 2, Section 8103). (Not applicable to public entities.)

Order of Precedence

The performance of this grant shall be conducted in accordance with the Terms and Conditions (Exhibit A), Procedures and Requirements (Exhibit B), Project Summary/Statement of Use, Work Plan, and Budget of this Agreement, or other combination of Exhibits specified on the Grant Agreement Coversheet attached hereto (collectively referred to as "Terms"). Grantee's CalRecycle-approved Application (Grantee's Application) is hereby incorporated herein by this reference. In the event of conflict or inconsistency between the articles, exhibits, attachments, specifications or provisions that constitute this Agreement, the following order of precedence shall apply:
(a) Grant Agreement Coversheet and any Amendments thereto
(b) Terms and Conditions
(c) Procedures and Requirements
(d) Project Summary/Statement of Use
(e) Budget
(f) Work Plan
(g) Grantee's Application
(h) All other attachments hereto, including any that are incorporated by reference.

Ownership of Drawings, Plans and Specifications

The grantee shall, at the request of CalRecycle or as specifically directed in the Procedures and Requirements (Exhibit B), provide CalRecycle with copies of any data, drawings, design plans, specifications, photographs, negatives, audio and video

productions, films, recordings, reports, findings, recommendations, and memoranda of every description or any part thereof, prepared under this Agreement. Grantee hereby grants to CalRecycle a royalty-free, nonexclusive, transferable, world-wide license to reproduce, translate, and distribute copies of any and all such materials produced pursuant to this Agreement, for nonprofit, non-commercial purposes, and to have or permit others to do so on CalRecycle's behalf.

Payment

(a) The approved Budget, if applicable, is attached hereto and incorporated herein by this reference and states the maximum amount of allowable costs for each of the tasks identified in the Work Plan, if applicable, which is attached hereto and incorporated herein by this reference. CalRecycle shall reimburse the grantee for only the work and tasks specified in the Work Plan or the Grantee's Application at only those costs specified in the Budget and incurred in the term of the Agreement.
(b) The grantee shall carry out the work described in the Work Plan or in the Grantee's Application in accordance with the approved Budget, and shall obtain the Grant Manager's written approval of any changes or modifications to the Work Plan, approved project as described in the Grantee's Application or the approved Budget prior to performing the changed work or incurring the changed cost. If the grantee fails to obtain such prior written approval, the Director, at his or her sole discretion, may refuse to provide funds to pay for such work or costs.
(c) The grantee shall request reimbursement in accordance with the procedures described in the Procedures and Requirements (Exhibit B).
(d) Ten percent will be withheld from each Payment Request and paid at the end of the grant term, when all reports and conditions stipulated in this Agreement have been satisfactorily completed. Failure by the grantee to satisfactorily complete all reports and conditions stipulated in this Agreement may result in forfeiture of any such funds withheld pursuant to CalRecycle's 10 percent) retention policy.
(e) Lodgings, Meals and Incidentals: Grantee's Per Diem eligible costs are limited to the amounts authorized in the California State Administrative Manual (contact the Grant Manager for more information).
(f) Payment will be made only to the grantee.
(g) Reimbursable expenses shall not be incurred unless and until the grantee receives a Notice to Proceed as described in the Procedures and Requirements (Exhibit B).

Personnel Costs

If there are eligible costs pursuant to Exhibit B, Procedures and Requirements, any personnel expenditures to be reimbursed with grant funds must be computed based on actual time spent on grant-related activities and on the actual salary or equivalent hourly wage the employee is paid for his or her regular job duties, including a proportionate share of any benefits to which the employee is entitled, unless otherwise specified in the Procedures and Requirements (Exhibit B).

Real and Personal Property Acquired with Grant Funds

(a) All real and personal property, including equipment and supplies, acquired with grant funds shall be used by the grantee only for the purposes for which CalRecycle

approved their acquisition for so long as such property is needed for such purposes, regardless of whether the grantee continues to receive grant funds from CalRecycle for such purposes. In no event shall the length of time during which such property, including equipment and supplies, acquired with grant funds, is used for the purpose for which CalRecycle approved its acquisition be less than five (5) years after the end of the grant term, during which time the property, including equipment and supplies, must remain in the State of California.

(b) Subject to the obligations and conditions set forth in this section, title to all real and personal property acquired with grant funds, including all equipment and supplies, shall vest upon acquisition in the grantee. The grantee may be required to execute all documents required to provide CalRecycle with a security interest in any real or personal property, including equipment and supplies, and it shall be a condition of receiving this grant that CalRecycle shall be in first priority position with respect to the security interest on any such property acquired with the grant funds, unless pre-approved in writing by the Grant Manager that CalRecycle will accept a lower priority position with respect to the security interest on the property. Grantee shall inform any lender(s) from whom it is acquiring additional funding to complete the property purchase of this grant condition.

(c) The grantee may not transfer Title to any real or personal property, including equipment and supplies, acquired with grant funds to any other entity without the express authorization of CalRecycle.

(d) CalRecycle will not reimburse the grantee for the acquisition of equipment that was previously purchased with CalRecycle grant funds, unless the acquisition of such equipment with grant funds is pre-approved in writing by the Grant Manager. In the event of a question concerning the eligibility of equipment for grant funding, the burden will be on the grantee to establish the pedigree of the equipment.

Reasonable Costs

A cost is reasonable if, in its nature or amount, it does not exceed that which would be incurred by a prudent person under the circumstances prevailing at the time the decision was made to incur the cost. Consideration will be given to:

(a) Whether the cost is of a type generally recognized as ordinary and necessary for the performance of the grant.

(b) The restraints or requirements imposed by such factors as generally accepted sound business practices, arms-length bargaining, federal and state laws and regulations, and the terms and conditions of this Agreement.

(c) Whether the individuals concerned acted with prudence in the circumstances, considering their responsibilities to the organization, its members, employees, clients, and the public at large.

(d) Significant deviations from the established practices of the organization which may unjustifiably increase the grant costs.

Recycled-Content Paper

All documents submitted by the grantee must be printed double-sided on recycled-content paper containing 100 percent post-consumer fiber. Specific pages containing full color photographs or other ink-intensive graphics may be printed on photographic paper.

Reduction of Waste

In the performance of this Agreement, grantee shall take all reasonable steps to ensure that materials purchased or utilized in the course of the project are not wasted. Steps should include, but not be limited to: the use of used, reusable, or recyclable products; discretion in the amount of materials used; alternatives to disposal of materials consumed; and the practice of other waste reduction measures where feasible and appropriate.

Reduction of Waste Tires

Unless otherwise provided for in this Agreement, in the performance of this Agreement, for all purchases made with grant funds, including, but not limited to equipment and tire-derived feedstock, the grantee shall purchase and/or process only California waste tires and California waste tire-derived products. As a condition of final payment under this Agreement, the grantee must provide documentation substantiating the source of the tire materials used during the performance of this Agreement to the Grant Manager.

Reimbursement Limitations

Under no circumstances shall the grantee seek reimbursement pursuant to this Agreement for a cost or activity that has been or will be paid for through another funding source. The grantee shall not seek reimbursement for any costs used to meet cost sharing or matching requirements of any other CalRecycle funded program.

All costs charged against the Agreement shall be net of all applicable credits. The term "applicable credits" refers to those receipts or reductions of expenditures that operate to offset or reduce expense items that are reimbursable under this Agreement. Applicable credits may include, but are not necessarily limited to, rebates or allowances, discounts, credits toward subsequent purchases, and refunds. Grantee shall, where possible, deduct the amount of the credit from the amount billed as reimbursement for the cost, or shall deduct the amount of the credit from the total billed under a future invoice.

Reliable Contractor Declaration

Prior to authorizing any contractor or subcontractor to commence work under this Grant, the grantee shall submit to CalRecycle a Reliable Contractor Declaration (CalRecycle 168) from the contractor or subcontractor, signed under penalty of perjury, disclosing whether of any of the events listed in Section 17050 of Title 14, California Code of Regulations, Natural Resources (https://www.calrecycle.ca.gov/laws/regulations/title14), Division 7, has occurred with respect to the contractor or subcontractor within the preceding three (3) years. If a contractor is placed on CalRecycle's Unreliable List after award of this Grant, the grantee may be required to terminate that contract.

Remedies

Unless otherwise expressly provided herein, the rights and remedies hereunder are in addition to, and not in limitation of, other rights and remedies under this Agreement, at law or in equity, and exercise of one right or remedy shall not be deemed a waiver of any other right or remedy.

Self-Dealing and Arm's Length Transactions

All expenditures for which reimbursement pursuant to this Agreement is sought shall be the result of arm's-length transactions and not the result of, or motivated by, self-dealing on the part of the grantee or any employee or agent of the grantee. For purposes of this provision, "arm's-length transactions" are those in which both parties are on equal footing and fair market forces are at play, such as when multiple vendors are invited to compete for an entity's business and the entity chooses the lowest of the resulting bids. "Self-dealing" is involved where an individual or entity is obligated to act as a trustee or fiduciary, as when handling public funds, and chooses to act in a manner that will benefit the individual or entity, directly or indirectly, to the detriment of, and in conflict with, the public purpose for which all grant monies are to be expended.

Severability

If any provisions of this Agreement are found to be unlawful or unenforceable, such provisions will be voided and severed from this Agreement without affecting any other provision of this Agreement. To the full extent, however, that the provisions of such applicable law may be waived, they are hereby waived to the end that this Agreement be deemed to be a valid and binding agreement enforceable in accordance with its terms.

Site Access

The grantee shall allow the state to access sites at which grant funds are expended and related work being performed at any time during the performance of the work and for ninety (90) days after completion of the work, or until all issues related to the grant project have been resolved.

Stop Work Notice

Immediately upon receipt of a written notice from the Grant Manager to stop work, the grantee shall cease all work under this Agreement.

Termination for Cause

CalRecycle may terminate this Agreement and be relieved of any payments should the grantee fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination, CalRecycle may proceed with the work in any manner deemed proper by CalRecycle. All costs to CalRecycle shall be deducted from any sum due the grantee under this Agreement. Termination pursuant to this section may result in forfeiture by the grantee of any funds retained pursuant to CalRecycle's 10 percent retention policy.

Time is of the Essence

Time is of the essence to this Agreement.

Tolling of Statute of Limitations

The statute of limitations for bringing any action, administrative or civil, to enforce the terms of this Agreement or to recover any amounts determined to be owing to

CalRecycle as the result of any audit of the grant covered by this Agreement shall be tolled during the period of any audit resolution, including any appeals by the grantee to the Director.

Union Organizing

By signing this Agreement, the grantee hereby acknowledges the applicability of Government Code Sections 16645, 16645.2, 16645.8, 16646, 16647, and 16648 to this Agreement and hereby certifies that:

(a) No grant funds disbursed by this grant will be used to assist, promote, or deter union organizing by employees performing work under this Agreement.

(B) If the grantee makes expenditures to assist, promote, or deter union organizing, the grantee will maintain records sufficient to show that no state funds were used for those expenditures, and that grantee shall provide those records to the Attorney General upon request.

Venue/Choice of Law

(a) All proceedings concerning the validity and operation of this Agreement and the performance of the obligations imposed upon the parties hereunder shall be held in Sacramento County, California. The parties hereby waive any right to any other venue. The place where the Agreement is entered into and place where the obligation is incurred is Sacramento County, California.

(b) The laws of the State of California shall govern all proceedings concerning the validity and operation of this Agreement and the performance of the obligations imposed upon the parties hereunder.

Waiver of Claims and Recourse against the State

The grantee agrees to waive all claims and recourse against the state, its officials, officers, agents, employees, and servants, including, but not limited to, the right to contribution for loss or damage to persons or property arising out of, resulting from, or in any way connected with or incident to this Agreement. This waiver extends to any loss incurred attributable to any activity undertaken or omitted pursuant to this Agreement or any product, structure, or condition created pursuant to, or as a result of, this Agreement.

Work Products

Grantee shall provide CalRecycle with copies of all final products identified in the Work Plan. Grantee shall also provide CalRecycle with copies of all public education and advertising material produced pursuant to this Agreement.

Workers' Compensation/Labor Code

The grantee is aware of Labor Code Section 3700, which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the Labor Code, and the grantee agrees to comply with such provisions before commencing the performance of the work of this Agreement.

Exhibit B
Procedures and Requirements
Local Enforcement Agency Grant Program
31st Cycle – Fiscal Year 2020–21

Copies of these Procedures and Requirements should be shared with both the Finance Department and the staff responsible for implementing the grant activities.

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Introduction

The Department of Resources Recycling and Recovery (CalRecycle) administers the Local Enforcement Agency Grant Program. These Procedures and Requirements describe project and reporting requirements, report due dates, report contents, grant payment conditions, eligible and ineligible project costs, project completion and closeout procedures, records, and audit requirements.

This document is attached to, and incorporated by reference, into the Grant Agreement.

Milestones

Date	Activity
July 1, 2020	**Grant Term and Grant Performance Period Begins**
June 30, 2021	**Grant Performance Period Ends**
July 1, 2021-October 28, 2021	**Report Preparation Period**
October 28, 2021	**Final Report and final Payment Request Due**
October 28, 2021	**Grant Term End**

Grants Management System (GMS)

GMS is CalRecycle's web-based grant application and Grants Management System. Access to GMS is secure; grantees must log in using a WebPass. WebPass accounts are tied to a specific email address. If an email address changes, or if it becomes inactive, the grantee must create a new WebPass account to continue accessing GMS. Establish or manage a WebPass at CalRecycle's WebPass page (https://secure.calrecycle.ca.gov/WebPass/).

Accessing the Grant

Grantees must log into GMS (https://secure.calrecycle.ca.gov/Grants) using their web pass. After login, locate the grant in the **My Awarded/Open Grants** table and select the **Grant Management** link. The **Grant Management Module** includes the following sections:

- **Summary tab.** Shows approved budget, paid and remaining amounts. (This section is available to the grantee in read-only mode.)
- **Payment Request tab.** Requests reimbursement.
- **Reports tab.** Uploads required reports.
- **Interest.** Reports earned interest on an advance payment.
- **Documents tab.** Uploads other grant documents that are not considered supporting documents to a payment request or a report. This section also provides access to documents that were uploaded within other sections of GMS.

Follow the instructions in GMS to work in the system. Use the information in the following sections to determine what reports, transactions, and supporting documents are required.

Contact Updates

Access to the grant is limited to those listed in the **Contacts** tab of the **Application Module** with the access check box marked. A contact may be listed but not granted access by not checking the box. Please note, if a contact is granted access to a grant they will be able to edit contacts, submit payment requests, upload reports, and view all documents. Those with access may update contact information for all contact types except Signature Authority. Email the assigned Grant Manager regarding any changes to Signature Authority information.

Prior to Commencing Work

Prior to commencing work under this grant, the grantee's Grant Manager or primary contact and authorized grant Signature Authority should review the Terms and Conditions (Exhibit A) and the Procedures and Requirements (Exhibit B) to identify key grant administrative requirements. Evaluation of the grantee's compliance with these requirements is a major focus of grant audits.

Stop Work

CalRecycle may issue a Stop Work Order when an LEA fails to comply with all statutory requirements for Enforcement Program Plan certification or fails to comply with the terms of the Grant Agreement (PCR 43200 and Title 14, California Code of Regulations, Chapter 5, Article 2.3, LEA Grants). When a Stop Work Order is issued, all unspent grant funds Advanced, and interest earned, must be returned to CalRecycle. Grantees that did not request an Advance may request reimbursement for expenses incurred only up to the date of the Stop Work Order.

Reliable Contractor Declaration

Prior to authorizing a contractor(s) (or subcontractor) to commence work under this grant, the grantee shall submit to the Grant Manager a declaration from the contractor(s), signed under penalty of perjury, stating that within the preceding three (3) years, none of the events listed in Section 17050 of Title 14 (https://www.calrecycle.ca.gov/Laws/Regulations/Title14/), California Code of Regulations, Natural Resources, Division 7, has occurred with respect to the contractor(s) or subcontractor(s).
If a (sub) contractor is placed on the CalRecycle Unreliable List (https://www.calrecycle.ca.gov/Funding/Unreliability/) after award of this grant, the grantee may be required to terminate that contract. Obtain the Reliable Contractor Declaration form (CalRecycle 168) from CalRecycle's form web page (https://www.calrecycle.ca.gov/Funding/Forms/).

A scanned copy of the signed Reliable Contractor Declaration form must be uploaded in GMS. To upload the form:

1. Go to the **Reports** tab.
2. Click on **Reliable Contractor Declaration** under **Report Type**.
3. Click the **Add Document** button.
4. Select Reliable Contractor Declaration in the **Document Type** drop down box, enter a document title, click the **Browse** button to search and upload the document, and then **Save**.
5. Click on the **Submit Report** button.

For further instructions regarding GMS, including login directions, see the section above titled Grants Management System.

Grant Term, Grant Performance Period, and Report Preparation Period

The Grant Term begins July 1, 2020 and ends on October 28, 2021. Eligible program costs must be incurred after July 1, 2020 and before the Grant Performance end date. The Grant Performance Period begins on July 1, 2020 and ends on June 30, 2021.

The Report Preparation Period is from July 1, 2021 to October 28, 2021. **Costs incurred to prepare the Final Report and final Payment Request are the only costs that are eligible for reimbursement during the Report Preparation Period.**

The Final Report and final Payment Request are due on October 28, 2021.

Eligible Costs

All grant expenditures must be for activities, products, and costs specifically included in the approved Work Plan and approved Budget. To be eligible for reimbursement, costs must be incurred after July 1, 2020 and before June 30, 2021. All services must be provided and goods received during this period in order to be eligible costs. Invoices for goods and services must be paid by the grantee prior to the inclusion of those goods or services on a payment request.

Eligible costs are limited to the following:

- Analysis/Evaluation/Testing/Demo (expenses related to analysis and testing, equipment calibration, certification, demonstrations, site studies, and consultants).
- Compliance/Inspection/Visit/Enforcement (expenses related to legal counsel, inspection, enforcement, compliance, and consultants).
- Education (expenses related to providing education and outreach materials to local jurisdictions, businesses, and the public).
- Equipment (expenses related to the purchasing of tools, instruments, equipment, personal protection gear, tablets, and laptops as well as the maintenance of equipment essential for the inspection of solid waste facilities).
- Personnel (staff expenses related to conducting inspections such as salaries, benefits, physicals, and vaccinations).
- Training (expenses related to the training of LEA staff such as training materials, publications, periodicals, memberships, CalRecycle trainings, solid waste management conferences, and related costs).
- Transportation (expenses related to inspections such as maintenance of LEA vehicles, fuel expenses, and mileage).
- Expenses related to preparation of the Final Report and the Final Payment Request during the Report Preparation Period identified in the Milestones table above.

Personnel expenditures must be computed on the actual time spent on grant-related activities. For calculating total personnel expenses for each employee, the expenditures should be broken out by the classification(s) of the employee(s), the hourly wage, fringe benefits rate, and number of hours worked on grant-related

activities. These records must be available upon request for audit purposes.

Travel and per diem reimbursement is limited to a maximum of the state rate as described in the Travel Reimbursements section (http://www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx) of the California Department of Human Resources website. Please consult with the Grant Manager for guidance.

Ineligible Costs

Any costs not specifically included in the approved Budget and not directly related to EA31 and the approved grant project are ineligible for reimbursement. Contact the Grant Manager if clarification is needed. Ineligible costs include, but are not limited to:

- Costs incurred prior to July 1, 2020 or after June 30, 2021, (except for costs incurred during the Report Preparation Period, July 1, 2021–October 28, 2021, to prepare the Final Report and reimbursement Payment Request).
- Any costs that are not consistent with local, state, and federal statutes, ordinances, or regulations.
- Any food or beverages (supplied as part of meetings, workshops, training, or events).
- Any personnel costs incurred as a result of time an employee assigned to the solid waste program does not actually work on the solid waste program (e.g. use of accrued vacation, sick leave, etc.).
- Any pre-paid expenditures for future goods or services delivered after the end of the Grant Performance Period. (Exemption: The Grant Manager may consider approving products purchased in full before the end of the Grant Performance Period but delivered after the Grant Performance Period if the delay is caused solely by the supplier and through no fault of the grantee. The grantee must request an exemption in writing and receive written approval from the Grant Manager.)
- Cleanup of illegal dumping.
- Costs currently covered or incurred under another CalRecycle loan, grant, grant cycle, or contract.
- Landfill operations.
- Out-of-state travel.
- Overhead and indirect costs.
- Overtime costs (except for local government staffing during specially scheduled evening or weekend events that have been pre-approved in writing by the Grant Manager when law or labor contracts require overtime compensation).
- Purchasing or leasing of vehicles.
- Any costs incurred after a Stop Work Order is issued by CalRecycle to the LEA for non-compliance with Enforcement Program Plan certification requirements or the Grant Agreement.

The grant manager may disallow any costs deemed unreasonable or unrelated to the purpose of the grant.

Budget Modifications

The approved budget in GMS represents the proposed expenditure plan of the grantee at the time the grant is awarded. A budget change is the adjustment of grant funds between the main budget categories as listed in the GMS application.

Any proposed revision(s) to the Budget must be submitted in writing and authorized in writing by the Grant Manager. The approval document is to be retained by the grantee for audit purposes. See Audit Record/Access section of the Terms and Conditions (Exhibit A).

Prior to Advance Reconciliation or Requesting Reimbursement

The grantee must notify the Grant Manager of all budget changes, regardless of dollar amount, no later than October 28, 2021. Budget changes must be provided using the Budget Modification Template and emailed to the Grant Manager. The Budget Modification Template is located in the Summary tab under Resources Documents in the Grant Management section of GMS.

Acknowledgements

The grantee shall acknowledge CalRecycle's support each time a project funded, in whole or in part, by this Agreement is publicized in any medium, including news media, brochures, or other types of promotional materials. The acknowledgement of CalRecycle's support must incorporate the CalRecycle logo. Initials or abbreviations for CalRecycle shall not be used. The Grant Manager may approve deviation from this requirement on a case-by-case basis where such deviation is consistent with CalRecycle's Communication Strategy and Outreach Plan.

Reporting Requirements

A Final Report is required by this Agreement; however, the Grant Manager may request a Progress Report at any time during the Grant Term.

The Final Report must be uploaded in GMS. For further instructions regarding GMS, including login directions, see the section above entitled, Grants Management System. An instructional video about uploading a report is also available online at YouTube. (https://www.youtube.com/watch?v=AqqX0DALHZc&feature=youtu.be)

To upload a report:

1. Go to the **Reports** tab.
2. Click on the appropriate Report Type.
3. Click on the **Add Document** button.
4. Choose the Document Type, enter a document title, click the **Browse** button to search and upload the document, and then **Save**.
    - Select the **Back** button to upload another document and continue the process until all required documents as listed below are uploaded.
    - The maximum allowable file size for each document is 35MB.
5. Click the **Submit Report** button to complete your report submittal. The **Submit Report** button will not be enabled until all required reporting documents are uploaded.

The reports must be current, include all required sections and documents, and must be approved by the Grant Manager before any Payment Request can be processed. Failure to comply with the specified reporting requirements may be considered a breach of this Agreement and may result in the termination of this Agreement or rejection of the Payment Request and/or forfeiture by the grantee of claims for costs incurred that might otherwise have been eligible for grant funding. Any problems or delays must be reported immediately to the Grant Manager.

Final Report

The Final Report is due no later than **October 28, 2021**, but may be submitted as soon as grant funds are expended. This report should cover grant activities from **July 1, 2020** through **June 30, 2021**. The Final Report Template is located in GMS on the Summary tab under Resources Documents in the Grant Management module. The following items must be included:

1. The Grant Number, Grantee Name, and Grant Term.
2. Budget categories of the approved budget in GMS.
3. Listing of actual costs under each Budget Category. Adequate detail shall be included so that the Grant Manager can ensure expenditure is compliant with the eligible cost requirements. (Personnel: provide staff classification, salary, number of hours, and hourly rate.) See template for required information.
4. The Final Report must be signed by the Signature Authority indicated in GMS. If the signature authority has changed, contact the Grant Manager.

Grant Payment Information

1. Grantees may request an advance of 100% of the grant award. When the request is approved, the grantee will be advanced 90% and 10% will be withheld. The advance payment must be fully reconciled by the end of the Grant Term and costs incurred may be reconciled only for those materials and services specified in the approved grant application.

   Please Note: This Is a New Requirement in EA31
   To be considered for the 90 percent advance payment, the grantee must return the signed original Grant Agreement to CalRecycle and email a scanned copy of the signed Grant Payment Request form (CalRecycle 87) to the LEA Grant Manager within 60 days of the date of the Award notification email. After the 60-day period, all requests for payment must be submitted as reimbursement payments.

2. Grantees may opt not to request an Advance. Payments to these grantees for eligible grant expenses are made on a reimbursement basis only, and only for those materials and services specified in the approved grant application.
3. The grantee must submit a completed Grant Payment Request (Advance or Reimbursement) and provide any supporting documentation requested by the Grant Manager. Supporting documentation may include, but is not limited to, personnel expenditure detail, equipment invoices and/or proof of payment.
4. The grantee must submit the Final Report, and the Grant Manager must approve the report prior to, or concurrent with, submission of the Grant Payment Request.
5. The grantee must submit a completed Grant Payment Request and provide supporting documentation as described in the “Payment Request and Documentation” section.

6. Grant payments will only be made to the grantee. It is the grantee's responsibility to pay all contractors and subcontractors for purchased goods and services.
7. Ten percent of each approved Grant Payment Request will be withheld and retained until all conditions stipulated in the Agreement, including submission and Grant Manager approval of the Progress and/or Final Report, have been satisfied.
8. CalRecycle will make payments to the grantee as promptly as fiscal procedures permit. The grantee can typically expect payment approximately 45 days from the date a Grant Payment Request is received by the Grant Manager. If there are questions about charges, documentation, or form completion, the 45-day clock is stopped pending resolution of any dispute.

Payment Request and Documentation

Failure to submit the final Payment Request with appropriate documentation by the due date may result in rejection of the Payment Request and/or forfeiture by the grantee of claims for costs incurred that might otherwise have been eligible for grant funding.

Payment requests must be submitted in GMS. For further instructions regarding GMS, including login directions, see the section above entitled, Grants Management System. You may also watch an instructional video (https://www.youtube.com/watch?v=0t8yoOfGknM&feature=youtu.be) on YouTube.

If the grantee requested an **Advance Payment**:

- The advance payment will be processed by the Grant Manager in the GMS – Grant Management module after these steps are complete:
    - The Grant Agreement is fully executed
    - The Payment Request form is approved
    - The previous cycle's advance has been fully reconciled
    - Any money owed is paid to CalRecycle
    - Compliance with LEA annual certification requirements have been verified by Waste Enforcement and Evaluation Branch
- The advance payment transaction will be visible to the grantee in GMS after the transaction is completed by the Grant Manager.
- Upon receipt of advanced grant funds, the grantee shall deposit and maintain until expended, all grant funds in an interest-bearing account within a federally insured financial institution. Grantee shall account for the grant funds separately, including the earned interest. Any earned interest must be tracked for reporting purposes as discussed in the Interest section below.
- The grantee must reconcile the approved advance amount in the GMS Grant Management module by submitting a payment request including the final expenditure information.

    1. Go to the **Payment Request** tab.
    2. Click on the **Create a Payment Request** button.
    3. Choose **Advance Reconcile** for the Transaction Type and enter the amount spent in each budget subcategory. The approved advance amount must be reconciled including the 10 percent withhold (total grant award).
    4. When the transaction is complete, click the **Save** button.
    5. Account for interest following the instructions in the Interest section below.

6. Click the **Submit Transaction** button, located on the transaction page, to complete your payment request.

Note: The Final Report must be uploaded in GMS to the Reports tab and the report must be approved by the Grant Manager in order for the Advance Reconcile to be approved**.**

The grantee does not need to submit a Grant Payment Request form for the 10% retention payment. Once 100 percent of the advance has been reconciled, and if the Final Report is approved and the LEA is in compliance with annual certification requirements, the Grant Manager will release the 10 percent withhold for payment.

Grant funds must be spent in the following order:

1. Advance payment
2. Reimbursement payment (10 percent withhold)
3. Interest earned on advance payment, if approved by the Grant Manager

Any unspent grant funds or unspent earned interest must be returned to CalRecycle by the end of the Grant Term. Contact the Grant Manager to initiate this process.

Reimbursement Payment

If the grantee did not request an advance payment, a grant payment request for reimbursement must be submitted by the end of the Grant Term.

To submit a Grant Payment Request:

1. Go to the **Payment Request** tab.
2. Click on the **Create a Payment Request** button.
   - Choose **Reimburse** for the Transaction Type and enter the amount spent in each budget subcategory.
   - When the transaction is complete, click the **Save** button.
   - After the transaction is saved, the **Upload Supporting Documentation** button will appear in the lower right corner.
3. Click the **Upload Supporting Documentation** button.
   - Choose the Document Type, enter a document title, click the **Browse** button to search and upload the document, and then **Save**.
   - Select the **Back** button to upload another document and continue this process until all required supporting documents as listed below are uploaded.
   - The maximum allowable file size for each document is 35MB.
4. Click the **Submit Transaction** button, located on the transaction page, to complete your payment request. The **Submit Transaction** button will not be enabled until all required supporting documents are uploaded.

   Note: Once a transaction is saved select the transaction number from the Payment Request tab to access it again. Please do not create multiple transactions for the same requested funds.

Note: LEA certification requirement compliance pursuant to Public Resources Code Section 43209(e) and Title 14, California Code of Regulations (14 CCR) Section 18077.

Supporting Documentation

A. A scanned copy of the **Grant Payment Request form** (CalRecycle 87) with the signature of the signatory or his/her designee, as authorized by grantee's Resolution or Letter of Commitment, must be uploaded to GMS.

   Note: A designee may sign on behalf of the grantee if a) authorized by the Resolution or Letter of Commitment, and b) a Letter of Designation has been provided to the Grant Manager.

Interest

Grantees that request an advance payment must account for all interest accrued and received. All interest accrued and received from the grant funds shall be used only for eligible expenses related to the performance of this Agreement.

- Interest earned may not be spent until the full grant award has been expended.
- The earned interest **must** be reported in the **Interest** tab in GMS.
- To report interest earned:
  1) Go to the **Interest** tab and click on the **Create an Interest Record** button.
  2) Complete required fields by selecting "**Earned**" as the Interest Type, select the Budget Subcategory where the interest will be spent; enter the date, and the amount of interest earned in the Report Amount filed.
  3) Click the **Save** button.

Once interest is spent, create another Interest Record by following the same steps as above except choose **Reconcile** as the Interest Type.

All unused interest or unspent grant funds must be returned to CalRecycle by the end of the Grant Term. Contact the Grant Manager to initiate this process.

If no interest was accrued during the fiscal cycle, create an interest record to document that no interest was earned because grant funds were expended within 90 days. The grantee is highly encouraged to immediately reconcile their advance payment if it was fully expended within the 90 days. To report that no interest was accrued:

1) Go to the **Interest** tab and click on the **Create an Interest Record** button.
2) Complete required field by selecting "**None Accrued**" as the Interest Type, enter the date, and enter the written explanation in the **Note** section.
3) Click the **Save** button

All forms listed above can be downloaded from the CalRecycle Grant Forms website (https://www.calrecycle.ca.gov/Funding/Forms).

Audit Considerations

The grantee agrees to maintain records and supporting documentation pertaining to the performance of this grant subject to possible audit for a minimum of three (3) years after final payment date or Grant Term end date, whichever is later. A longer period of records retention may be stipulated in order to complete any action and/or resolution of all issues which may arise as a result of any litigation, dispute, or audit, whichever is later.

Examples of audit documentation include, but are not limited to, competitive bids, grant amendments if any relating to the budget or work plan, copies of any agreements with contractors or subcontractors if utilized, expenditure ledger, payroll register entries, time sheets, personnel expenditure summary form, travel expense log, paid warrants, contracts and change orders, samples of items and materials developed with grant funds, invoices and/or cancelled checks. Please refer to the Terms and Conditions (Exhibit A) for more information.

Application

Generated By: Wendy Box

Application Information

Applicant: Sierra County

Cycle Name: Local Enforcement Agency Grants

Application Due Date: 5/12/2020

Cycle Code: EA31

Secondary Due Date: 6/16/2020

Grant ID: 23306

Grant Funds Requested: $15,022.00

Request Advance Payment: Yes

Matching Funds: $0.00 (if applicable)

Awarded Funds: $15,022.00

Project Summary: With one FTE Environmental Health Specialist and one extra help Environmental Health Specialist, Sierra County currently has one (1) closing landfill and five (5) operating transfer stations that are permitted and inspected. In addition, there are thirteen (13) closed/ inactive/ abandoned (CIA) sites that are also inspected. These solid waste facilities are located throughout an area covering approximately 1,000 square miles. In addition to the regulated facilities, the Environment Health Specialist is also required to respond to solid waste complaints. The Local Enforcement Agency is charged with the responsibility to "...assure that solid, liquid, and hazardous waste are collected, treated, handled, and reclaimed or recycled in such a manner as to prevent the spread of pollution of waters, the creation of nuisances of safety hazards, and the environmental degradation of any kind." (Sierra County Health Services Plan, (1994/95). The Environmental Health Specialist is responsible for performing tasks directly related to solid waste facility permitting and inspections as well as accomplish all the duties encompassed by the Environmental Health Plan.

Applicant/Participant

Name: Sierra County

Lead: X

Federal Tax ID:

Jurisdiction: Sierra-Unincorporated

County: Sierra

Contacts

		Prime	Second	Auth	Cnslt
Elizabeth Morgan	Title: Environmental Health Specialist III	X			
Environmental Health 202 Front St PO Box 7 Loyalton, CA 96118	Phone: 5309936716 Fax: 5309936790 Email: emorgan@sierracounty.ca.gov				
Evelyn de Mello	Title: Enviromental Health Specialist I		X		
Environmental Health P.O. Box 7 Loyalton, CA 96118	Phone: 5309936778 Fax: 5309936790 Email: edemello@sierracounty.ca.gov				
Victoria Clark	Title: Director of Public Health & Social Srvcs			X	
P.O. Box 7 Loyalton, CA 96118	Phone: 5309936707 Fax: 5309936767 Email: vclark@sierracounty.ca.gov				
Shawna Graves	Title: Fiscal Account Technician		X		
Fiscal P.O. Box 7 202 Front Street Loyalton, CA 96118	Phone: 5309936734 Fax: 5309936767 Email: sgraves@sierracounty.ca.gov				
Jamie Franceschini	Title: Contract Analyst III		X		
P.O. Box 7 202 Front Street Loyalton, CA 96118	Phone: 5309936770 Fax: 5309936790 Email: jfranceschini@sierracounty.ca.gov				

Budget

Category Name	Amount
Analysis/Evaluation/Testing/Demo	$0.00
Compliance/Inspection/Visit/Enforcement	$0.00
Education	$0.00
Equipment	$0.00
Personnel	$14,022.00
Training	$200.00
Transportation	$800.00

No Site Information Provided

Documents	Document Title	Received Date
Required		
Application Certification	Application Certification	5/5/2020
Required By Secondary Due Date		
Resolution - Lead Participant	Resolution 2020-059	5/21/2020
Other Supporting Document(s)		
Draft Resolution	Draft Sierra County BOS Resolution	5/5/2020
Letter of Authorization/Resolution		
Letter of Designation		

Resolution

Check the following, as applicable. See Application Guidelines and Instructions for more information and examples.

X Applicant acknowledges that its approved Resolution must be uploaded no later than the secondary due date. Applicant further acknowledges that if its Resolution is received after this date, its application will be disqualified.

STATE OF CALIFORNIA DEPARTMENT OF RESOURCES, RECYCLING AND RECOVERY (CalRecycle)

GRANT PAYMENT REQUEST

CalRecycle 87 (Rev. 2/18)

Complete the information requested.

1. GRANTEE NAME (as appears on grant agreement)	2. GRANT NUMBER (assigned by CalRecycle)	
3. GRANTEE INVOICE NUMBER (optional)	4. PAYMENT REQUEST NUMBER	5. EXPENDITURE PERIOD
6. TYPE OF PAYMENT REQUEST ☐ Advance ☐ Reimbursement ☐ Performance ☐ Final	7. AMOUNT REQUESTED $	

8. SEND WARRANT TO:		
GRANTEE NAME (e.g. organization/business name)		
CONTACT NAME		
ADDRESS		
CITY	STATE	ZIP CODE

9. I certify, under penalty of perjury under the laws of the State of California, that the above information is true and correct and that all costs for which reimbursement is requested herein were incurred in accordance with the above referenced Department Of Resources Recycling And Recovery Grant Agreement.

SIGNATURE OF SIGNATURE AUTHORITY / AUTHORIZED DESIGNEE (as authorized in Resolution, Letter of Commitment, or Letter of Designation)	DATE
PRINT NAME	TITLE

CalRecycle Staff Use Only	
10. REQUESTED AMOUNT	$
11. ADDITIONS OR DEDUCTIONS SUBJECT TO WITHHOLD	$
12. SUBTOTAL	$
13. LESS WITHHOLD (if applicable and authorized in grant agreement)	$
14. ADDITIONS OR DEDUCTIONS NOT SUBJECT TO WITHHOLD	$
15. APPROVED AMOUNT FOR PAYMENT	$
16. COMMENTS	17. DATE RECEIVED

APPROVAL SIGNATURE OF CALRECYCLE GRANT MANAGER	PRINT NAME	DATE APPROVED
APPROVAL SIGNATURE OF CALRECYCLE PROGRAM MANAGER	PRINT NAME	DATE APPROVED

GRANT PAYMENT REQUEST

CalRecycle 87 (Rev. 02/18)

Information and instructions for completing the form.

Item	Title	Description
1.	Grantee Name	Organization or business name as it appears on the grant agreement
2.	Grant Number	Grant number assigned by CalRecycle as it appears on the grant agreement
3.	Grantee Invoice Number (Optional)	Number assigned to the payment request form by the grantee
4.	Payment Request Number	Start with 1 for the first payment request and number all subsequent payment requests consecutively
5.	Expenditure Period	For the costs requested for reimbursement in this grant payment request, insert the first and last dates of the period these costs were incurred
6.	Type Of Payment Request	Reimbursement–the typical payment request is paid on a reimbursement basis Advance–available only upon prior approval of grant manager Performance–applicable for greenhouse gas funded grant programs Final– final grant payment request for the project
7.	Amount Requested	Amount being requested for payment
8.	Send Warrant To	Grantee's name (Organization/Business Name), contact name, address, city, state, and zip code as it appears on grant agreement
9.	Certification	Print or type name and title of person authorized in the resolution, letter of commitment, or letter of designation included with the grantee's application. Authorized person signs and dates
CalRecycle Staff Use Only		
10.	Requested Amount	Amount requested by the grantee
11.	Additions Or Deductions	Additions or deductions to the requested amount determined by the CalRecycle Grant Manager.
12.	Subtotal	Amount subject to the withhold and calculated by the CalRecycle Grant Manager
13.	Less Withhold, (If Applicable And Authorized In Grant Agreement)	Withhold amount authorized in the Grant Agreement and calculated by the CalRecycle Grant Manager
14.	Additions Or Deductions Not Subject To Withhold	Additions or deductions to the requested amount determined by the CalRecycle Grant Manager (e.g., at the end of the grant, the CalRecycle Grant Manager releases the amount withheld)
15.	Approved Amount For Payment	Amount approved for payment by the CalRecycle Grant Manager
16.	Comments	Comments about additions, deductions or general comments related to this payment request
17.	Date Received	Date payment request was received by CalRecycle

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

MEETING DATE: September 1, 2020	**TYPE OF AGENDA ITEM:** ☐Regular ☐Timed ☒Consent

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

AGENDA ITEM: Resolution approving Plumas County Agreement No. PARTB2021SCPH, Ryan White Part B, and authorizing the Public Health Director to sign the Agreement and all invoices to secure funds.

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:
AMOUNT: $3,000.00 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

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:

_____ _____
CLERK TO THE BOARD DATE

Memorandum

To: Sierra County Board of Supervisors
From: Vickie Clark, Director of Public Health
Reference: Agenda Item
Date of memo: August 21, 2020
Date of Board Meeting: September 1, 2020

Requested Action: Resolution approving Plumas County Agreement No. PARTB2021SCPH, Ryan White Part B, and authorizing the Public Health Director to sign the Agreement and all invoices to secure funds.

Funding
Budgeted? YesX No

Revenue	3,000	**Ryan White Part B grant**
Expenses	3,000	**Ryan White Part B grant**
Difference	0	

Background Information: This agreement approval request is to continue funding the Ryan White grant for providing targeted HIV outreach services to high-risk individuals in Sierra County, to bring them into HIV testing, counseling, treatment and care services. This grant cycle is April 1, 2020 through March 31, 2021.

Potential Issues to consider: None

Alternatives or Impacts of disapproval: This grant provides funding for services offered to Sierra County residents.

BOARD OF SUPERVISORS, COUNTY OF SIERRA, STATE OF CALIFORNIA

RESOLUTION NO. _____

IN THE MATTER OF APPROVING PLUMAS COUNTY AGREEMENT NO. PARTB1920SCPH, RYAN WHITE PART B AND AUTHORIZING THE PUBLIC HEALTH DIRECTOR TO SIGN THE AGREEMENT AND ALL INVOICES TO SECURE FUNDS

WHEREAS, the Sierra County Board of Supervisors approved the Plumas County Public Health Agreement No. PARTB2021SCPH to provide targeted HIV outreach services to high-risk individuals in Sierra County.

NOW THEREFORE BE IT RESOLVED, the Sierra County Board of Supervisors authorizes Vickie Clark, Director of Public Health, or designee, to sign the agreement and all invoices to secure funds.

ADOPTED by the Board of Supervisors of the County of Sierra, State of California on the 1st day of September, 2020, by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

_____
JIM BEARD
Chairman, Board of Supervisors

_____
Date

ATTEST:

_____
HEATHER FOSTER
Clerk of the Board

APPROVED AS TO FORM:

_____
DAVID PRENTICE
County Counsel

SERVICE AGREEMENT
FOR
SIERRA COUNTY HUMAN SERVICES

THIS AGREEMENT is made and entered into this 1ST day of April, 2020, ("Effective Date"), by and between the COUNTY OF PLUMAS, by and through its PUBLIC HEALTH AGENCY, a political subdivision of the State of California, hereinafter referred to as "County", and the COUNTY OF SIERRA, through its PUBLIC HEALTH DEPARTMENT, a political subdivision of the State of California, hereinafter referred to as "Subcontractor".

W I T N E S S E T H:

A. **WHEREAS**, County proposes to have Subcontractor provide outreach services to persons with HIV in Sierra County as described herein below; and

B. **WHEREAS**, Subcontractor represents that it has that degree of specialized expertise contemplated within California Government Code, Section 37103, and holds all necessary licenses to practice and perform the services herein contemplated; and

C. **WHEREAS**, County and Subcontractor desire to contract for specific services in connection with the project described below (the "Project") and desire to set forth their rights, duties and liabilities in connection with the services to be performed; and

D. **WHEREAS**, no official or employee of County has a financial interest, within the provisions of California Government Code, Sections 1090-1092, in the subject matter of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

1.0. SERVICES PROVIDED BY SUBCONTRACTOR

1.1. Scope of Services. Subcontractor shall provide the professional services described in the Scope of Work attached hereto as Exhibit "A" and incorporated herein by reference.

1.2. Professional Practices. All professional services to be provided by Subcontractor pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional Subcontractors in similar fields and circumstances in accordance with sound professional practices. Subcontractor also warrants that it is familiar with all laws that may affect its performance of this Agreement and shall advise County of any changes in any laws that may affect Subcontractor's performance of this Agreement.

1.3. Warranty. Subcontractor warrants that it shall perform the services required by this Agreement in compliance with all applicable Federal and California employment laws including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation insurance and safety in employment; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement. Subcontractor shall indemnify and hold harmless County from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description

including attorneys' fees and costs, presented, brought, or recovered against County for, or on account of any liability under any of the above-mentioned laws, which may be incurred by reason of Subcontractor's performance under this Agreement.

1.4. Non-discrimination. In performing this Agreement, Subcontractor shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religion, color, national origin, ancestry, age, physical handicap, medical condition, marital status, sexual gender or sexual orientation, except as permitted pursuant to Section 12940 of the Government Code. Violation of this provision may result in the imposition of penalties referred to in Labor Code, Section 1735.

1.5. Non-Exclusive Agreement. Subcontractor acknowledges that County may enter into agreements with other Subcontractors for services similar to the services that are subject to this Agreement or may have its own employees perform services similar to those services contemplated by this Agreement.

1.6. Delegation and Assignment. This is a personal service contract, and the duties set forth herein shall not be delegated or assigned to any person or entity without the prior written consent of County. Subcontractor may engage a subcontractor(s) as permitted by law and may employ other personnel to perform services contemplated by this Agreement at Subcontractor's sole cost and expense.

2.0. COMPENSATION AND BILLING

2.1. Compensation. Subcontractor shall be paid in accordance with the fee schedule set forth in Exhibit "B," attached hereto and made a part of this Agreement (the "Fee Schedule"). Subcontractor's compensation shall in no case exceed Three Thousand Dollars ($3,000.00).

2.2 Contingency of Funding. Subcontractor acknowledges that funding or portions of funding for this agreement may also be contingent upon receipt of funds from, and/or appropriation of funds by the State of California, Department of Public Health, Office of AIDS, Care Operations Unit (Agreement Number 15-11068) to County. If such funding and/or appropriations are not forthcoming or otherwise limited, County may immediately terminate or modify this Agreement without penalty.

2.3. Additional Services. Subcontractor shall not receive compensation for any services provided outside the scope of services specified in Exhibit "A" unless the County or the Project Manager for this Project, prior to Subcontractor performing the additional services, approves such additional services in writing. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable.

2.4. Method of Billing. Subcontractor may submit invoices to County's Project Manager for approval on a progress basis, but no more often than monthly. Said invoice shall be based on the total of all Subcontractors' services which have been completed to County's sole satisfaction. County shall pay Subcontractor's invoice within forty-five (45) days from the Date County receives said invoice. Each invoice shall describe in detail, the services performed and the associated time for completion. Any additional services approved and performed pursuant to this Agreement shall be designated as "Additional Services" and shall identify the number of the authorized change order, where applicable, on all invoices.

2.5. Records and Audits. Subcontractor agrees to maintain and preserve, until four years after termination of Agreement and final payment from the State of California Department to County to permit CDPH, County or any duly authorized representative, to have access to, examine or audit any pertinent books, documents, papers and records related to this subcontract and to allow interviews of any employees who might reasonably have information related to such records.

3.0. TIME OF PERFORMANCE

3.1. Commencement and Completion of Work. The professional services to be performed pursuant to this Agreement shall commence within five (5) days from the Effective Date of this Agreement. Failure to commence work in a timely manner and/or diligently pursue work to completion may be grounds for termination of this Agreement.

3.2. Excusable Delays. Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party.

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of one (1) year, ending on March 31, 2021, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties. County's Board of Supervisors hereby ratifies, and approves for payment services provided following expiration of the prior contract between the parties on March 31, 2020 to date of approval of this Agreement by the Board of Supervisors.

4.2. Notice of Termination. The County reserves and has the right and privilege of canceling, suspending or abandoning the execution of all or any part of the work contemplated by this Agreement, with or without cause, at any time, by providing written notice to Subcontractor. The termination of this Agreement shall be deemed effective upon receipt of the notice of termination. In the event of such termination, Subcontractor shall immediately stop rendering services under this Agreement unless directed otherwise by the County.

The Subcontractor may terminate this Agreement at any time without cause by giving thirty (30) calendar days written notice to the County of such termination and specifying the effective date thereof.

4.3. Compensation. In the event of termination, County shall pay Subcontractor for reasonable costs incurred and professional services satisfactorily performed up to and including the date of County's written notice of termination. Compensation for work in progress shall be prorated as to the percentage of work completed as of the effective date of termination in accordance with the fees set forth herein. In ascertaining the professional services actually rendered hereunder up to the effective date of termination of this Agreement, consideration shall be given to both completed work and work in progress, to complete and incomplete drawings, and to other documents pertaining to the services contemplated herein whether delivered to the County or in the possession of the Subcontractor.

4.4 Documents. In the event of termination of this Agreement, all documents prepared by Subcontractor in its performance of this Agreement including, but not limited to, finished or unfinished

design, development and construction documents, data studies, drawings, maps and reports, shall be delivered to the County within ten (10) days of delivery of termination notice to Subcontractor, at no cost to County. Any use of uncompleted documents without specific written authorization from Subcontractor shall be at County's sole risk and without liability or legal expense to Subcontractor.

5.0. INSURANCE

It is agreed that Subcontractor and County shall each maintain at all times during the performance of this Agreement insurance coverage in the amounts of not less than One Million Dollars ($1,000,000) to cover all of its operations, including general liability, automobile liability, workers compensation, and medical malpractice. Each party shall file with the other a letter from the party's Risk Manager showing either insurance coverage as specified or reserves in not less than One Million Dollars ($1,000,000).

6.0 INDEMNIFICATION AND HOLD HARMLESS

PCPHA shall defend, indemnify, and hold harmless SCPH, 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 PCPHA in the performance of services rendered under this Agreement by PCPHA, or any of PCPHA officers, agents, employees, contractors, or subcontractors.

SCPH shall defend, indemnify, and hold harmless PCPHA, 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 SCPH in the performance of services rendered under this Agreement by SCPH, or any of SCPH officers, agents, employees, contractors, or subcontractors.

7.0. GENERAL PROVISIONS

7.1. Entire Agreement. This Agreement constitutes the entire Agreement between the parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations. This Agreement may be modified only in writing, and signed by the parties in interest at the time of such modification. The terms of this Agreement shall prevail over any inconsistent provision in any other contract document appurtenant hereto, including exhibits to this Agreement.

7.2. Representatives. The County Administrative Officer or his designee shall be the representative of County for purposes of this Agreement and may issue all consents, approvals, directives and agreements on behalf of the County, called for by this Agreement, except as otherwise expressly provided in this Agreement.

Subcontractor shall designate a representative for purposes of this Agreement who shall be authorized to issue all consents, approvals, directives and agreements on behalf of Subcontractor called for by this Agreement, except as otherwise expressly provided in this Agreement.

7.3. Project Managers. County shall designate a Project Manager to work directly with

Subcontractor in the performance of this Agreement.

Subcontractor shall designate a Project Manager who shall represent it and be its agent in all consultations with County during the term of this Agreement. Subcontractor or its Project Manager shall attend and assist in all coordination meetings called by County.

7.4. Notices. Any notices, documents, correspondence or other communications concerning this Agreement or the work hereunder may be provided by personal delivery, facsimile or mail and shall be addressed as set forth below. Such communication shall be deemed served or delivered: a) at the time of delivery if such communication is sent by personal delivery; b) at the time of transmission if such communication is sent by facsimile; and c) 48 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

COUNTY OF PLUMAS:
Barbara Schott, Health Education Coordinator II
Plumas County Public Health Agency
270 County Hospital Road, Suite 206
Quincy, CA 95971-9174
(530) 283 – 7080

SUBCONTRACTOR:

Sierra County Human Service
P.O. Box 7
Loyalton, CA 96118
(530) 993-6741

7.5. Drug Free Workplace. Subcontractor certifies that it provides a drug-free workplace by complying with all provisions of California's Drug Free Workplace Act of 1990. Subcontractor's failure to conform to these requirements shall constitute a material breach of this Agreement and shall be cause for immediate termination of this Agreement by County.

7.6. Attorneys' Fees. In the event that litigation is brought by any party in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.

7.7. Governing Law. This Agreement shall be governed by and construed under the laws of the State of California without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this Agreement, the parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Plumas County, California.

7.8. Assignment. Subcontractor shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of Subcontractor's interest in this Agreement without County's prior written consent. Any attempted assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this Agreement and cause for termination of this Agreement. Regardless of County's consent, no subletting or assignment shall release Subcontractor of Subcontractor's obligation to perform all other obligations to be performed by Subcontractor hereunder for the term of this Agreement.

7.9 Independent Contractor. Subcontractor is and shall be acting at all times as an independent contractor and not as an employee of County. Subcontractor shall secure, at his expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Subcontractor and its officers, agents, and employees, and all business licenses, if any are required, in connection with the

occurs, then Subcontractor shall, at no cost to County, provide all necessary design drawings, estimates and other Subcontractor professional services necessary to rectify and correct the matter to the sole satisfaction of County and to participate in any meeting required with regard to the correction.

6.14. Conflict of Interest. The parties to this Agreement have read and are aware of the provisions of Government Code section 1090 *et seq.* and section 87100 *et seq.* relating to conflicts of interest of public officers and employees. Subcontractor represents that it is unaware of any financial or economic interest of any public officer or employee of county relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement and is later discovered by the County, the County may immediately terminate this Agreement by giving written notice to Subcontractor.

6.15. Order of Precedence. In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provisions of the Exhibits such provisions shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, this Agreement shall govern over the attachments.

6.16. Costs. Each party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.

6.17. No Third Party Beneficiary Rights. This Agreement is entered into for the sole benefit of County and Subcontractor and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

6.18. Headings. Paragraphs and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.

6.19. Construction. The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

6.20. Amendments. Only writing executed by the parties hereto or their respective successors and assigns may amend this Agreement.

6.21. Waiver. The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

6.22. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party is materially impaired, which determination as made by the presiding court or arbitrator of competent jurisdiction shall be binding, and then both parties agree to substitute such provision(s) through good faith negotiations.

6.23. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

6.24. Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by doing so; the parties hereto are formally bound to the provisions of this Agreement.

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

Exhibit A	Scope of Work	1 Page
Exhibit B	Fee Schedule and Budget	1 Page
Exhibit C	General Terms and Conditions (GTC 610)	4 Pages
Exhibit D	Special Terms and Conditions	16 Pages
Exhibit E	Additional Provisions	2 Pages
Exhibit F	Federal Terms and Conditions	11 Pages
Exhibit G	HIV/AIDS Confidentiality Agreement	1 Page
Exhibit H	Contractor Certification (CCC-307)	4 Pages
Exhibit I	Information Privacy and Security Requirements	9 Pages
Exhibit J	Darfur Contracting Act Certification	1 Page

[SIGNATURES TO FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective authorized officers, as of the date first above written.

SUBCONTRACTOR:
Sierra County Public Health, a political subdivision of the State of California

Victoria A. Clark, Director — Date

COUNTY OF PLUMAS:

County Counsel
Approve as to form:

Gretchen Stuhr, Deputy County Counsel III — Date 8/7/2020

Public Health Agency
Approved as to content:

Andrew Woodruff, Director — Date 8/21/2020

Board of Supervisors

Chair, Plumas County Board of Supervisors — Date 8/18/2020

EXHIBIT A - SCOPE OF WORK

Ryan White Required Services:

The subcontractor will provide outreach services to persons at high risk for HIV in Sierra County.

a. Provide targeted HIV outreach services to high-risk individuals in Sierra County, to bring them into HIV testing & counseling and treatment & care services. These outreach & testing services will be provided at such places as the local County Jail, Drug Court, Behavioral Health, and Juvenile Detention, as well to individuals at local high-risk environments. Will offer partner services either directly or by referral to each HIV + individual. **(See HIV Partner Services Policy).**

a. Bi-Annual attendance at MCHAC meetings and report on program.

Reporting and Performance Requirements:

The subcontractor shall submit reports and other performance requirements in a form and manner specified in accordance with the following schedule:

a. Subcontractor will provide Quarterly Outreach Report Form.

HIV PARTNER SERVICES POLICY

Policy: HIV Partner Services will be offered to clients in accordance with Management Memorandum #15-06.

Purpose: HIV Partner Services is recognized by the Centers for Disease Control as a valuable intervention to support early identification of HIV and offers opportunities to identify individuals who have fallen out of medical care and link them to care. HIV Partner Services **(PS)** is a free, confidential service, supporting persons living with HIV in navigating disclosure around their HIV status to past, present or future partners. It includes confidential counseling and a comprehensive discussion with the HIV positive individual about the options for partner notification and provides assistance in notifying sexual and/or needle sharing partners of possible exposure to HIV.

Procedure: Any client who has high risk factors for transmitting HIV should be offered Partner Services. This includes clients who: 1) have a new HIV diagnosis, 2) have a detectable viral load, and 3) have a new STI diagnosis.

After identifying a high-risk individual, the service provider will:

1. Discuss with the client HIV transmission risk factors and counsel on risk reduction strategies.
2. Discuss the need for this individual to notify his or her sexual or needle-sharing partners about their possible exposure to HIV or another STD and offer partner services as a means of assisting the individual with such notifications.
3. If the client agrees to participate in partner services, interview him or her about partners he or she had within a defined period of time. Try to assemble enough information about each partner to ensure that they can be located and notified of their exposure.
4. Attempt to locate partners named in the interview and notify them of their exposure and need for testing. Notification can be done by the service provider or the client. If the client chooses to contact their partner(s), the service provider should be directly involved in the construction of options and the provision of tools and resources to maximize notification.
5. Counsel each partner about their exposure to infection and provide or refer them to testing, medical care, and other prevention or social services.
6. Follow-up with both the client and each partner to ensure they have accessed medical care.

The following principles should be followed when providing partner services:

- Client centered. All steps of the partner services process should be tailored to the behaviors, circumstances, and specific needs of each client.
- Confidential. Confidentiality should be maintained and is essential to the success of partner services. Confidentiality also applies to data collected as part of the partner services process. When notifying partners of exposure, the identity of the index patient must never be revealed, and no information about partners should be conveyed back to the index patient.
- Voluntary and non-coercive. Participating in partner services should be voluntary for both infected persons and their partners; they should not be coerced into participation.
- Free. Partner services should be free of charge for infected persons and their partners.
- Accessible and available to all. Partner services should be accessible and available to all infected persons regardless of where they are tested or receive a diagnosis and whether they are tested confidentially or anonymously. Because of the chronic nature of HIV infection, partner services for IIIV should not be a one- time event. They should be offered as soon as HIV-infected persons learn their serostatus and should be available throughout their counseling and treatment. HIV-infected persons should have the ability to access partner services whenever needed.

EXHIBIT B - FEE SCHEDULE/BUDGET

Invoicing and Payment:

A. For services satisfactorily rendered, and upon receipt and approval of the invoice(s), the County of Plumas agrees to compensate the Subcontractor for actual expenditures incurred in accordance with this Agreement.

B. Invoice(s) Shall:

1) Include backup documentation to support the invoice.
2) Bear the Subcontractors name and Agreement Number exactly as shown on the Agreement.
3) Identify the expense, billing and/or performance period covered on invoice
4) Invoice(s) must be signed by authorized personnel.

C. Invoice(s) Schedule:

Invoice	Invoice Period	Invoice Due Date
First Quarter	April 1 – June 30th	July 15th
Second Quarter	July 1st – September 30th	October 15th
Third Quarter	October 1st – December 31st	January 15th
Fourth Quarter	January 1 – March 31st	April 15th

D. Invoice(s) shall be submitted to the Project Representative listed in this Agreement under General Provisions, 6.4 Notices.

BOARD OF REGISTERED NURSING - BRN

LICENSING DETAILS FOR: 827741

NAME: ANSETH, SHANNA MARIE
LICENSE TYPE: REGISTERED NURSE
PRIMARY STATUS: CURRENT
ADDRESS NOT DISCLOSED

ISSUANCE DATE
AUGUST 22, 2012
EXPIRATION DATE
AUGUST 31, 2020
CURRENT DATE / TIME
JULY 22, 2020
9:56:22 AM

DISCIPLINARY ACTIONS

- THERE ARE NO DISCIPLINARY ACTIONS AGAINST THE LICENSE.

PUBLIC RECORD ACTIONS

- ADMINISTRATIVE DISCIPLINARY ACTIONS (NO RECORDS)
- COURT ORDER (NO RECORDS)
- LICENSE ISSUED WITH PUBLIC LETTER OF REPRIMAND (NO RECORDS)
- AUTO DISCLOSURE (NO RECORDS)
- PUBLIC DOCUMENTS (NO RECORDS)

GENERAL TERMS AND CONDITIONS

1. APPROVAL: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.

2. AMENDMENT: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

3. ASSIGNMENT: This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.

4. AUDIT: Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).

5. INDEMNIFICATION: Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.

6. DISPUTES: Contractor shall continue with the responsibilities under this Agreement during any dispute.

7. TERMINATION FOR CAUSE: The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. INDEPENDENT CONTRACTOR: Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

9. RECYCLING CERTIFICATION: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. NON-DISCRIMINATION CLAUSE: During the performance of this Agreement, Contractor and its subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV and AIDS), mental disability, medical condition (e.g., cancer), age (over 40), marital status, and denial of family care leave. Contractor and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12990 (a-f) et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code Section 12990 (a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other Agreement.

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 307 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS: Time is of the essence in this Agreement.

13. COMPENSATION: The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.
a. The Government Code Chapter on Antitrust claims contains the following definitions:

1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT: For any Agreement in excess of $100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of $200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER:

If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

Exhibit D
Special Terms and Conditions
(Rev 10/15)

(For Cooperative Agreement in accordance with HSC 38070)

The provisions herein apply to this Agreement unless the provisions are removed by reference, the provisions are superseded by an alternate provision appearing elsewhere in this Agreement, or the applicable conditions do not exist.

Index of Special Terms and Conditions

1. Procurement Rules	11. Officials Not to Benefit
2. Equipment Ownership / Inventory / Disposition	12. Prohibited Use of State Funds for Software
3. Subcontract Requirements	13. Contract Uniformity (Fringe Benefit Allowability)
4. Income Restrictions	14. Cancellation
5. Site Inspection	
6. Intellectual Property Rights	
7. Prior Approval of Training Seminars, Workshops or Conferences	
8. Confidentiality of Information	
9. Documents, Publications, and Written Reports	
10. Dispute Resolution Process	

Exhibit D
Special Terms and Conditions

1. Procurement Rules

(Applicable to all agreements in which equipment, property, commodities and/or supplies are furnished by CDPH or expenses for said items are reimbursed with state or federal funds.)

a. Equipment definitions

Wherever the term equipment /property is used, the following definitions shall apply:

(1) **Major equipment/property**: A tangible or intangible item having a base unit cost of **$5,000 or more** with a life expectancy of one (1) year or more and is either furnished by CDPH or the cost is reimbursed through this Agreement. Software and videos are examples of intangible items that meet this definition.

(2) **Minor equipment/property**: A tangible item having a base unit cost of **less than $5,000** with a life expectancy of one (1) year or more and is either furnished by CDPH or the cost is reimbursed through this Agreement.

b. **Government and public entities** (including state colleges/universities and auxiliary organizations), whether acting as a contractor, may secure all commodities, supplies, equipment and services related to such purchases that are required in performance of this Agreement. Said procurements are subject to Paragraphs d through g of this provision. Paragraph c of this provision shall also apply, if equipment purchases are delegated to subcontractors that are nonprofit organizations or commercial businesses.

c. **Nonprofit organizations and commercial businesses**, whether acting as a contractor and/or subcontractor, may secure commodities, supplies, equipment and services related to such purchases for performance under this Agreement.

(1) Equipment purchases shall not exceed $50,000 annually.

To secure equipment above the annual maximum limit of $50,000, the Contractor shall make arrangements through the appropriate CDPH Program Contract Manager, to have all remaining equipment purchased through CDPH's Purchasing Unit. The cost of equipment purchased by or through CDPH shall be deducted from the funds available in this Agreement. Contractor shall submit to the CDPH Program Contract Manager a list of equipment specifications for those items that the State must procure. The State may pay the vendor directly for such arranged equipment purchases and title to the equipment will remain with CDPH. The equipment will be delivered to the Contractor's address, as stated on the face of the Agreement, unless the Contractor notifies the CDPH Program Contract Manager, in writing, of an alternate delivery address.

(2) All equipment purchases are subject to paragraphs d through g of this provision. Paragraph b of this provision shall also apply, if equipment purchases are delegated to subcontractors that are either a government or public entity.

(3) Nonprofit organizations and commercial businesses, shall use a procurement system that meets the following standards:

(a) Maintain a code or standard of conduct that shall govern the performance of its officers, employees, or agents engaged in awarding procurement contracts. No employee,

officer, or agent shall participate in the selection, award, or administration of a procurement, or bid contract in which, to his or her knowledge, he or she has a financial interest.

(b) Procurements shall be conducted in a manner that provides, to the maximum extent practical, open, and free competition.

(c) Procurements shall be conducted in a manner that provides for all of the following:

[1] Avoid purchasing unnecessary or duplicate items.

[2] Equipment solicitations shall be based upon a clear and accurate description of the technical requirements of the goods to be procured.

[3] Take positive steps to utilize small and veteran owned businesses.

d. Unless waived or otherwise stipulated in writing by CDPH, prior written authorization from the appropriate CDPH Program Contract Manager will be required before the Contractor will be reimbursed for any purchase **exceeding** $5,000 or more for commodities, supplies, equipment, and services related to such purchases. The Contractor must provide in its request for authorization all particulars necessary, as specified by CDPH, for evaluating the necessity or desirability of incurring such costs. The term "purchase" excludes the purchase of services from a subcontractor and public utility services at rates established for uniform applicability to the general public.

e. In special circumstances, determined by CDPH (e.g., when CDPH has a need to monitor certain purchases, etc.), CDPH may require prior written authorization and/or the submission of paid vendor receipts for any purchase, regardless of dollar amount. CDPH reserves the right to either deny claims for reimbursement or to request repayment for any Contractor purchase that CDPH determines to be unnecessary in carrying out performance under this Agreement.

f. The Contractor must maintain a copy or narrative description of the procurement system, guidelines, rules, or regulations that will be used to make purchases under this Agreement. The State reserves the right to request a copy of these documents and to inspect the purchasing practices of the Contractor at any time.

g. For all purchases, the Contractor must maintain copies of all paid vendor invoices, documents, bids and other information used in vendor selection, for inspection or audit. Justifications supporting the absence of bidding (i.e., sole source purchases) shall also be maintained on file by the Contractor for inspection or audit.

2. Equipment Ownership / Inventory / Disposition

(Applicable to agreements in which equipment and/or property is furnished by CDPH and/or when said items are purchased or reimbursed with state)

a. Wherever the terms equipment and/or property are used in this provision, the definitions in provision 1, paragraph a., shall apply.

Unless otherwise stipulated in this Agreement, all equipment and/or property that are purchased/reimbursed with agreement funds or furnished by CDPH under the terms of this Agreement shall be considered state equipment and the property of CDPH.

(1) CDPH requires the reporting, tagging and annual inventorying of all equipment and/or property that is furnished by CDPH or purchased/reimbursed with funds provided through this Agreement.

Upon receipt of equipment and/or property, the Contractor shall report the receipt to the CDPH Program Contract Manager. To report the receipt of said items and to receive property tags, Contractor shall use a form or format designated by CDPH's Asset Management Unit. If the appropriate form (i.e., Contractor Equipment Purchased with CDPH Funds) does not accompany this Agreement, Contractor shall request a copy from the CDPH Program Contract Manager.

(2) If the Contractor enters into an agreement with a term of more than twelve months, the Contractor shall submit an annual inventory of state equipment and/or property to the CDPH Program Contract Manager using a form or format designated by CDPH's Asset Management Unit. If an inventory report form (i.e., Inventory/Disposition of CDPH-Funded Equipment) does not accompany this Agreement, Contractor shall request a copy from the CDPH Program Contract Manager. Contractor shall:

(a) Include in the inventory report, equipment and/or property in the Contractor's possession and/or in the possession of a subcontractor (including independent consultants).

(b) Submit the inventory report to CDPH according to the instructions appearing on the inventory form or issued by the CDPH Program Contract Manager.

(c) Contact the CDPH Program Contract Manager to learn how to remove, trade-in, sell, transfer or survey off, from the inventory report, expired equipment and/or property that is no longer wanted, usable or has passed its life expectancy. Instructions will be supplied by CDPH's Asset Management Unit.

b. Title to state equipment and/or property shall not be affected by its incorporation or attachment to any property not owned by the State.

c. Unless otherwise stipulated, CDPH shall be under no obligation to pay the cost of restoration, or rehabilitation of the Contractor's and/or Subcontractor's facility which may be affected by the removal of any state equipment and/or property.

d. The Contractor shall maintain and administer a sound business program for ensuring the proper use, maintenance, repair, protection, insurance and preservation of state equipment and/or property.

(1) In administering this provision, CDPH may require the Contractor to repair or replace, to CDPH's satisfaction, any damaged, lost or stolen state equipment and/or property. Contractor shall immediately file a theft report with the appropriate police agency or the California Highway Patrol and Contractor shall promptly submit one copy of the theft report to the CDPH Program Contract Manager.

e. Unless otherwise stipulated by the program funding this Agreement, equipment and/or property purchased/reimbursed with agreement funds or furnished by CDPH under the terms of this Agreement, shall only be used for performance of this Agreement or another CDPH agreement.

f. Within sixty (60) calendar days prior to the termination or end of this Agreement, the Contractor shall provide a final inventory report of equipment and/or property to the CDPH Program

Contract Manager and shall, at that time, query CDPH as to the requirements, including the manner and method, of returning state equipment and/or property to CDPH. Final disposition of equipment and/or property shall be at CDPH expense and according to CDPH instructions. Equipment and/or property disposition instructions shall be issued by CDPH immediately after receipt of the final inventory report. At the termination or conclusion of this Agreement, CDPH may at its discretion, authorize the continued use of state equipment and/or property for performance of work under a different CDPH agreement.

g. Motor Vehicles

(Applicable only if motor vehicles are purchased/reimbursed with agreement funds or furnished by CDPH under this Agreement.)

(1) If motor vehicles are purchased/reimbursed or furnished by CDPH under the terms of this Agreement, within thirty (30) calendar days prior to the termination or end of this Agreement, the Contractor shall return such vehicles to CDPH and shall deliver all necessary documents of title or registration to enable the proper transfer of a marketable title to CDPH.

(2) If motor vehicles are purchased/reimbursed or furnished by CDPH under the terms of this Agreement, ***the State of California shall be the legal owner of said motor vehicles and the Contractor shall be the registered owner***. The Contractor shall only use said vehicles for the performance under the terms of this Agreement.

(3) The Contractor agree that all operators of motor vehicles, purchased/reimbursed or furnished by CDPH under the terms of this Agreement, shall hold a valid State of California driver's license. In the event that ten or more passengers are to be transported in any one vehicle, the operator shall also hold a State of California Class B driver's license.

(4) If any motor vehicle is purchased/reimbursed or furnished by CDPH under the terms of this Agreement, the Contractor, as applicable, shall provide, maintain, and certify that, at a minimum, the following type and amount of automobile liability insurance is in effect during the term of this Agreement or any extension period during which any vehicle remains in the Contractor's possession:

Automobile Liability Insurance

(a) The Contractor, by signing this Agreement, hereby certifies that it possesses or will obtain automobile liability insurance in the amount of $1,000,000 per occurrence for bodily injury and property damage combined. Said insurance must be obtained and made effective upon the delivery date of any motor vehicle, purchased/reimbursed with agreement funds or furnished by CDPH under the terms of this Agreement, to the Contractor.

(b) The Contractor shall, as soon as practical, furnish a copy of the certificate of insurance to the CDPH Program Contract Manager. The certificate of insurance shall identify the CDPH contract or agreement number for which the insurance applies.

(c) The Contractor agree that bodily injury and property damage liability insurance, as required herein, shall remain in effect at all times during the term of this Agreement or until such time as the motor vehicle is returned to CDPH.

(d) The Contractor agree to provide, at least thirty (30) days prior to the expiration date of said insurance coverage, a copy of a new certificate of insurance evidencing continued coverage, as indicated herein, for not less than the remainder of the term of this Agreement, the term of any extension or continuation thereof, or for a period of not less than one (1) year.

(e) The Contractor, if not a self-insured government and/or public entity, must provide evidence, that any required certificates of insurance contain the following provisions:

[1] The insurer will not cancel the insured's coverage without giving thirty (30) calendar days prior written notice to the State.

[2] The State of California, its officers, agents, employees, and servants are included as additional insureds, but only with respect to work performed for the State under this Agreement and any extension or continuation of this Agreement.

[3] The insurance carrier shall notify CDPH, in writing, of the Contractor's failure to pay premiums; its cancellation of such policies; or any other substantial change, including, but not limited to, the status, coverage, or scope of the required insurance. Such notices shall contain a reference to each agreement number for which the insurance was obtained.

(f) The Contractor is hereby advised that copies of certificates of insurance may be subject to review and approval by the Department of General Services (DGS), Office of Risk and Insurance Management. The Contractor shall be notified by CDPH, in writing, if this provision is applicable to this Agreement. If DGS approval of the certificate of insurance is required, the Contractor agrees that no work or services shall be performed prior to obtaining said approval.

(g) In the event the Contractor fails to keep insurance coverage, as required herein, in effect at all times during vehicle possession, CDPH may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.

3. Subcontract Requirements

(Applicable to agreements under which services are to be performed by subcontractors including independent consultants.)

a. Prior written authorization will be required before the Contractor enters into or is reimbursed for any subcontract for services exceeding $5,000 for any articles, supplies, equipment, or services. The Contractor shall obtain at least three completive quotations which should be submitted or adequate justification provided for the absence of bidding.

b. CDPH reserves the right to approve or disapprove the selection of subcontractors and with advance written notice, require the substitution of subcontractors and require the Contractor to terminate subcontracts entered into in support of this Agreement.

(1) Upon receipt of a written notice from CDPH requiring the substitution and/or termination of a subcontract, the Contractor shall take steps to ensure the completion of any work in progress and select a replacement, if applicable, within 30 calendar days, unless a longer period is agreed to by CDPH.

c. Actual subcontracts (i.e., written agreement between the Contractor and a subcontractor) exceeding $5,000 are subject to the prior review and written approval of CDPH.

d. Contractor shall maintain a copy of each subcontract entered into in support of this Agreement and shall, upon request by CDPH, make copies available for approval, inspection, or audit.

e. CDPH assumes no responsibility for the payment of subcontractors used in the performance of this Agreement. Contractor accepts sole responsibility for the payment of subcontractors used in the performance of this Agreement.

f. The Contractor is responsible for all performance requirements under this Agreement even though performance may be carried out through a subcontract.

g. The Contractor shall ensure that all subcontracts for services include provision(s) requiring compliance with applicable terms and conditions specified in this Agreement and shall be the subcontractor's sole point of contact for all matters related to the performance and payment during the term of this Agreement.

h. The Contractor agrees to include the following clause, relevant to record retention, in all subcontracts for services:

"(*Subcontractor Name*) agrees to maintain and preserve, until three years after termination of (*Agreement Number*) and final payment from CDPH to the Contractor, to permit CDPH or any duly authorized representative, to have access to, examine or audit any pertinent books, documents, papers and records related to this subcontract and to allow interviews of any employees who might reasonably have information related to such records."

4. Income Restrictions

Unless otherwise stipulated in this Agreement, the Contractor agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the Contractor under this Agreement shall be paid by the Contractor to CDPH, to the extent that they are properly allocable to costs for which the Contractor has been reimbursed by CDPH under this Agreement.

5. Site Inspection

The State, through any authorized representatives, has the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed hereunder including subcontract supported activities and the premises in which it is being performed. If any inspection or evaluation is made of the premises of the Contractor or Subcontractor, the Contractor shall provide and shall require Subcontractors to provide all reasonable facilities and assistance for the safety and convenience of the authorized representatives in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the services performed.

6. Intellectual Property Rights

a. Ownership

Exhibit D
Special Terms and Conditions

(1) Except as set forth below and except where CDPH has agreed in a signed writing to accept a license, CDPH shall be and remain, without additional compensation, the sole owner of any and all rights, title and interest in all Intellectual Property, from the moment of creation, whether or not jointly conceived, that are made, conceived, derived from, or reduced to practice by Contractor or CDPH and which result directly or indirectly from this Agreement. Notwithstanding the foregoing or any other language in this Agreement, Contractor and not CDPG shall own Intellectual Property relating to any clinical lab test or lab assay that is made, conceived, derived from or reduced to practice by contractor, regardless of whether it results directly /indirectly from this Agreement ("Clinical Tests or Assays")

(2) For the purposes of this Agreement, Intellectual Property means recognized protectable rights and interest such as: patents, (whether or not issued) copyrights, trademarks, service marks, applications for any of the foregoing, inventions, trade secrets, trade dress, logos, insignia, color combinations, slogans, moral rights, right of publicity, author's rights, contract and licensing rights, works, mask works, industrial design rights, rights of priority, know how, design flows, methodologies, devices, business processes, developments, innovations, good will and all other legal rights protecting intangible proprietary information as may exist now and/or here after come into existence, and all renewals and extensions, regardless of whether those rights arise under the laws of the United States, or any other state, country or jurisdiction.

(a) For the purposes of the definition of Intellectual Property, "works" means all literary works, writings and printed matter including the medium by which they are recorded or reproduced, photographs, art work, pictorial and graphic representations and works of a similar nature, film, motion pictures, digital images, animation cells, and other audiovisual works including positives and negatives thereof, sound recordings, tapes, educational materials, interactive videos and any other materials or products created, produced, conceptualized and fixed in a tangible medium of expression. It includes preliminary and final products and any materials and information developed for the purposes of producing those final products. Works does not include articles submitted to peer review or reference journals or independent research projects.

(3) In the performance of this Agreement, Contractor will exercise and utilize certain of its Intellectual Property in existence prior to the effective date of this Agreement. In addition, under this Agreement, Contractor may access and utilize certain of CDPH's Intellectual Property in existence prior to the effective date of this Agreement. Except as otherwise set forth herein, Contractor shall not use any of CDPH's Intellectual Property now existing or hereafter existing for any purposes without the prior written permission of CDPH. **Except as otherwise set forth herein, neither the Contractor nor CDPH shall give any ownership interest in or rights to its Intellectual Property to the other Party.** If during the term of this Agreement, Contractor accesses any third-party Intellectual Property that is licensed to CDPH, Contractor agrees to abide by all license and confidentiality restrictions applicable to CDPH in the third-party's license agreement.

(4) Contractor agrees to cooperate with CDPH in establishing or maintaining CDPH's exclusive rights in the Intellectual Property, and in assuring CDPH's sole rights against third parties with respect to the Intellectual Property. If the Contractor enters into any agreements or subcontracts with other parties in order to perform this Agreement, Contractor shall require the terms of the Agreement(s) to include all Intellectual Property provisions. Such terms must include, but are not limited to, the subcontractor assigning and agreeing to assign to CDPH all rights, title and interest in Intellectual Property other than Clinical Tests or Labe Assays made, conceived, derived from, or reduced to practice by the subcontractor,

Contractor or CDPH and which result directly or indirectly from this Agreement or any subcontract.

(5) Contractor further agrees to assist and cooperate with CDPH in all reasonable respects, and execute all documents and, subject to reasonable availability, give testimony and take all further acts reasonably necessary to acquire, transfer, maintain, and enforce CDPH's Intellectual Property rights and interests.

b. Retained Rights / License Rights

(1) Contractor shall retain title to all of its Intellectual Property to the extent such Intellectual Property is in existence prior to the effective date of this Agreement.

(2) Nothing in this provision shall restrict, limit, or otherwise prevent Contractor from using any ideas, concepts, know-how, methodology or techniques related to its performance under this Agreement, provided that Contractor's use does not infringe the patent, copyright, trademark rights, license or other Intellectual Property rights of CDPH or third party, or result in a breach or default of any provisions of this Exhibit or result in a breach of any provisions of law relating to confidentiality.

c. Copyright

(1) Contractor agrees that for purposes of copyright law, all works [as defined in Paragraph a, subparagraph (2)(a) of this provision] of authorship made by or on behalf of Contractor in connection with Contractor's performance of this Agreement shall be deemed "works made for hire". Contractor further agrees that the work of each person utilized by Contractor in connection with the performance of this Agreement will be a "work made for hire," whether that person is an employee of Contractor or that person has entered into an agreement with Contractor to perform the work. Contractor shall enter into a written agreement with any such person that: (i) all work performed for Contractor shall be deemed a "work made for hire" under the Copyright Act and (ii) that person shall assign all right, title, and interest to CDPH to any work product made, conceived, derived from, or reduced to practice by Contractor or CDPH and which result directly or indirectly from this Agreement.

(2) All materials, including, but not limited to, visual works or text, reproduced or distributed pursuant to this Agreement that include Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or CDPH and which result directly or indirectly from this Agreement, shall include CDPH's notice of copyright, which shall read in 3mm or larger typeface: "© *[Enter Current Year e.g., 2014, etc.]*, Department of Public Health. This material may not be reproduced or disseminated without prior written permission from the Department of Public Health." This notice should be placed prominently on the materials and set apart from other matter on the page where it appears. Audio productions shall contain a similar audio notice of copyright.

d. Third-Party Intellectual Property

Except as provided herein, Contractor agrees that its performance of this Agreement shall not be dependent upon or include any Intellectual Property of Contractor or third party without first: (i) obtaining CDPH's prior written approval; and (ii) granting to or obtaining for CDPH, without additional compensation, a license, as described in Section b of this provision, for any of Contractor's or third-party's Intellectual Property in existence prior to the effective date of this Agreement. If such a license upon the these terms is unattainable, and CDPH determines that

the Intellectual Property should be included in or is required for Contractor's performance of this Agreement; Contractor shall obtain a license under terms acceptable to CDPH.

e. Warranties

(1) Contractor represents and warrants that:

(a) It is free to enter into and fully perform this Agreement.

(b) It has secured and will secure all rights and licenses necessary for its performance of this Agreement.

(c) Neither Contractor's performance of this Agreement, nor the exercise by either Party of the rights granted in this Agreement, nor any use, reproduction, manufacture, sale, offer to sell, import, export, modification, public and private display/performance, distribution, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or CDPH and which result directly or indirectly from this Agreement will infringe upon or violate any Intellectual Property right, non-disclosure obligation, or other proprietary right or interest of any third-party or entity now existing under the laws of, or hereafter existing or issued by, any state, the United States, or any foreign country. There is currently no actual or threatened claim by any such third party based on an alleged violation of any such right by Contractor.

(d) Neither Contractor's performance nor any part of its performance will violate the right of privacy of, or constitute a libel or slander against any person or entity.

(e) It has secured and will secure all rights and licenses necessary for Intellectual Property including, but not limited to, consents, waivers or releases from all authors of music or performances used, and talent (radio, television and motion picture talent), owners of any interest in and to real estate, sites, locations, property or props that may be used or shown.

(f) It has not granted and shall not grant to any person or entity any right that would or might derogate, encumber, or interfere with any of the rights granted to CDPH in this Agreement.

(g) It has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.

(h) It has no knowledge of any outstanding claims, licenses or other charges, liens, or encumbrances of any kind or nature whatsoever that could affect in any way Contractor's performance of this Agreement.

(2) CDPH MAKES NO WARRANTY THAT THE INTELLECTUAL PROPERTY RESULTING FROM THIS AGREEMENT DOES NOT INFRINGE UPON ANY PATENT, TRADEMARK, COPYRIGHT OR THE LIKE, NOW EXISTING OR SUBSEQUENTLY ISSUED.

f. Intellectual Property Indemnity

(1) Contractor shall indemnify, defend and hold harmless CDPH and its licensees and assignees, and its officers, directors, employees, agents, representatives, successors, and

users of its products, ("Indemnitees") from and against all claims, actions, damages, losses, liabilities (or actions or proceedings with respect to any thereof), whether or not rightful, arising from any and all actions or claims by any third party or expenses related thereto (including, but not limited to, all legal expenses, court costs, and attorney's fees incurred in investigating, preparing, serving as a witness in, or defending against, any such claim, action, or proceeding, commenced or threatened) to which any of the Indemnitees may be subject, whether or not Contractor is a party to any pending or threatened litigation, which arise out of or are related to (i) the incorrectness or breach of any of the representations, warranties, covenants or agreements of Contractor pertaining to Intellectual Property; or (ii) any Intellectual Property infringement, or any other type of actual or alleged infringement claim, arising out of CDPH's use, reproduction, manufacture, sale, offer to sell, distribution, import, export, modification, public and private performance/display, license, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or CDPH and which result directly or indirectly from this Agreement. This indemnity obligation shall apply irrespective of whether the infringement claim is based on a patent, trademark or copyright registration that issued after the effective date of this Agreement. CDPH reserves the right to participate in and/or control, at Contractor's expense, any such infringement action brought against CDPH.

(2) Should any Intellectual Property licensed by the Contractor to CDPH under this Agreement become the subject of an Intellectual Property infringement claim, Contractor will exercise its authority reasonably and in good faith to preserve CDPH's right to use the licensed Intellectual Property in accordance with this Agreement at no expense to CDPH. CDPH shall have the right to monitor and appear through its own counsel (at Contractor's expense) in any such claim or action. In the defense or settlement of the claim, Contractor may obtain the right for CDPH to continue using the licensed Intellectual Property; or, replace or modify the licensed Intellectual Property so that the replaced or modified Intellectual Property becomes non-infringing provided that such replacement or modification is functionally equivalent to the original licensed Intellectual Property. If such remedies are not reasonably available, CDPH shall be entitled to a refund of all monies paid under this Agreement, without restriction or limitation of any other rights and remedies available at law or in equity.

(3) Contractor agrees that damages alone would be inadequate to compensate CDPH for breach of any term of this Intellectual Property Exhibit by Contractor. Contractor acknowledges CDPH would suffer irreparable harm in the event of such breach and agrees CDPH shall be entitled to obtain equitable relief, including without limitation an injunction, from a court of competent jurisdiction, without restriction or limitation of any other rights and remedies available at law or in equity.

g. Survival

The provisions set forth herein shall survive any termination or expiration of this Agreement or any project schedule.

7. Prior Approval of Training Seminars, Workshops or Conferences

Contractor shall obtain prior CDPH approval of the location, costs, dates, agenda, instructors, instructional materials, and attendees at any reimbursable training seminar, workshop, or conference conducted pursuant to this Agreement and of any reimbursable publicity or educational materials to be made available for distribution. The Contractor shall acknowledge the support of the State whenever publicizing the work under this Agreement in any media. This provision does

not apply to necessary staff meetings or training sessions held for the staff of the Contractor in order to conduct routine business matters.

8. Confidentiality of Information

The Contractor and its employees, agents, or subcontractors shall:

a. Protect from unauthorized disclosure names and other identifying information concerning persons either receiving services pursuant to this Agreement or persons whose names or identifying information become available or are disclosed to the Contractor, its employees, agents, or subcontractors as a result of services performed under this Agreement, except for statistical information not identifying any such person.

b. Not use such identifying information for any purpose other than carrying out the Contractor's obligations under this Agreement.

c. Promptly transmit to the CDPH Contract Manager all requests for disclosure of such identifying information not emanating from the client or person.

d. Not disclose, except as otherwise specifically permitted by this Agreement or authorized by the client, any such identifying information to anyone other than CDPH without prior written authorization from the CDPH Contract Manager, except if disclosure is required by State or Federal law.

e. For purposes of this provision, identity shall include, but not be limited to name, identifying number, symbol, or other identifying particular assigned to the individual, such as finger or voice print or a photograph.

f. As deemed applicable by CDPH, this provision may be supplemented by additional terms and conditions covering personal health information (PHI) or personal, sensitive, and/or confidential information (PSCI). Said terms and conditions will be outlined in one or more exhibits that will either be attached to this Agreement or incorporated into this Agreement by reference.

9. Documents, Publications and Written Reports

(Applicable to agreements over $5,000 under which publications, written reports and documents are developed or produced. Government Code Section 7550.)

Any document, publication or written report (excluding progress reports, financial reports and normal contractual communications) prepared as a requirement of this Agreement shall contain, in a separate section preceding the main body of the document, the number and dollar amounts of all contracts or agreements and subcontracts relating to the preparation of such document or report, if the total cost for work by nonemployees of the State exceeds $5,000.

10. Dispute Resolution Process

a. A Contractor grievance exists whenever there is a dispute arising from CDPH's action in the administration of an agreement. If there is a dispute or grievance between the Contractor and CDPH, the Contractor must seek resolution using the procedure outlined below.

(1) The Contractor should first informally discuss the problem with the CDPH Program Contract Manager. If the problem cannot be resolved informally, the Contractor shall direct its grievance together with any evidence, in writing, to the program Branch Chief. The grievance shall state the issues in dispute, the legal authority or other basis for the Contractor's position and the remedy sought. The Branch Chief shall render a decision within ten (10) working days after receipt of the written grievance from the Contractor. The Branch Chief shall respond in writing to the Contractor indicating the decision and reasons therefore. If the Contractor disagrees with the Branch Chief's decision, the Contractor may appeal to the second level.

(2) When appealing to the second level, the Contractor must prepare an appeal indicating the reasons for disagreement with Branch Chief's decision. The Contractor shall include with the appeal a copy of the Contractor's original statement of dispute along with any supporting evidence and a copy of the Branch Chief's decision. The appeal shall be addressed to the Deputy Director of the division in which the branch is organized within ten (10) working days from receipt of the Branch Chief's decision. The Deputy Director of the division in which the branch is organized or his/her designee shall meet with the Contractor to review the issues raised. A written decision signed by the Deputy Director of the division in which the branch is organized or his/her designee shall be directed to the Contractor within twenty (20) working days of receipt of the Contractor's second level appeal.

b. If the Contractor wishes to appeal the decision of the Deputy Director of the division in which the branch is organized or his/her designee, the Contractor shall follow the procedures set forth in Division 25.1 (commencing with Section 38050) of the Health and Safety Code and the regulations adopted thereunder. (Title 1, Division 2, Chapter 2, Article 3 (commencing with Section 1140) of the California Code of Regulations).

c. Disputes arising out of an audit, examination of an agreement or other action not covered by subdivision (a) of Section 20204, of Chapter 2.1, Title 22, of the California Code of Regulations, and for which no procedures for appeal are provided in statute, regulation or the Agreement, shall be handled in accordance with the procedures identified in Sections 51016 through 51047, Title 22, California Code of Regulations.

d. Unless otherwise stipulated in writing by CDPH, all dispute, grievance and/or appeal correspondence shall be directed to the CDPH Contract Manager.

e. There are organizational differences within CDPH's funding programs and the management levels identified in this dispute resolution provision may not apply in every contractual situation. When a grievance is received and organizational differences exist, the Contractor shall be notified in writing by the CDPH Contract Manager of the level, name, and/or title of the appropriate management official that is responsible for issuing a decision at a given level.

11. Officials Not to Benefit

No members of or delegate of Congress or the State Legislature shall be admitted to any share or part of this Agreement, or to any benefit that may arise therefrom. This provision shall not be construed to extend to this Agreement if made with a corporation for its general benefits.

12. Prohibited Use of State Funds for Software

Contractor certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.

13. Contract Uniformity (Fringe Benefit Allowability)

(Applicable only to nonprofit organizations.)

Pursuant to the provisions of Article 7 (commencing with Section 100525) of Chapter 3 of Part 1 of Division 101 of the Health and Safety Code, CDPH sets forth the following policies, procedures, and guidelines regarding the reimbursement of fringe benefits.

a. As used herein fringe benefits shall mean an employment benefit given by one's employer to an employee in addition to one's regular or normal wages or salary.

b. As used herein, fringe benefits do not include:

(1) Compensation for personal services paid currently or accrued by the Contractor for services of employees rendered during the term of this Agreement, which is identified as regular or normal salaries and wages, annual leave, vacation, sick leave, holidays, jury duty and/or military leave/training.
(2) Directors and executive committee member's fees.
(3) Incentive awards and/or bonus incentive pay.
(4) Allowances for off-site pay.
(5) Location allowances.
(6) Hardship pay.
(7) Cost-of-living differentials

c. Specific allowable fringe benefits include:

(1) Fringe benefits in the form of employer contributions for the employer's portion of payroll taxes (i.e., FICA, SUI, SDI), employee health plans (i.e., health, dental and vision), unemployment insurance, worker's compensation insurance, and the employer's share of pension/retirement plans, provided they are granted in accordance with established written organization policies and meet all legal and Internal Revenue Service requirements.

d. To be an allowable fringe benefit, the cost must meet the following criteria:

(1) Be necessary and reasonable for the performance of the Agreement.
(2) Be determined in accordance with generally accepted accounting principles.
(3) Be consistent with policies that apply uniformly to all activities of the Contractor.

e. Contractor agrees that all <u>fringe benefits</u> shall be at <u>actual cost</u>.

f. Earned/Accrued Compensation

(1) Compensation for vacation, sick leave and holidays is limited to that amount earned/accrued within the agreement term. Unused vacation, sick leave and holidays earned from periods prior to the agreement term cannot be claimed as allowable costs. See section f (3)(a) below for an example.

(2) For multiple year agreements, vacation and sick leave compensation, which is earned/accrued but not paid, due to employee(s) not taking time off may be carried over and claimed within the overall term of the multiple years of the Agreement. Holidays cannot be carried over from one agreement year to the next. See Provision f (3)(b) for an example.

(3) For single year agreements, vacation, sick leave and holiday compensation that is earned/accrued but not paid, due to employee(s) not taking time off within the term of the Agreement, cannot be claimed as an allowable cost. See Provision f (3)(c) for an example.

(a) Example No. 1:

If an employee, John Doe, earns/accrues three weeks of vacation and twelve days of sick leave each year, then that is the maximum amount that may be claimed during a one year agreement. If John Doe has five weeks of vacation and eighteen days of sick leave at the beginning of an agreement, the Contractor during a one-year budget period may only claim up to three weeks of vacation and twelve days of sick leave as actually used by the employee. Amounts earned/accrued in periods prior to the beginning of the Agreement are not an allowable cost.

(b) Example No. 2:

If during a three-year (multiple year) agreement, John Doe does not use his three weeks of vacation in year one, or his three weeks in year two, but he does actually use nine weeks in year three; the Contractor would be allowed to claim all nine weeks paid for in year three. The total compensation over the three-year period cannot exceed 156 weeks (3 x 52 weeks).

(c) Example No. 3:

If during a single year agreement, John Doe works fifty weeks and used one week of vacation and one week of sick leave and all fifty-two weeks have been billed to CDPH, the remaining unused two weeks of vacation and seven days of sick leave may not be claimed as an allowable cost.

14. Cancellation

A. This agreement may be cancelled by CDPH **without cause** upon 30 calendar days advance written notice to the Contractor.

B. CDPH reserves the right to cancel or terminate this agreement immediately for cause. The Contractor may submit a written request to terminate this agreement only if CDPH substantially fails to perform its responsibilities as provided herein.

C. The term "for cause" shall mean that the Contractor fails to meet the terms, conditions, and/or responsibilities of this agreement.

D. Agreement termination or cancellation shall be effective as of the date indicated in CDPH's notification to the Contractor. The notice shall stipulate any final performance, invoicing or payment requirements.

E. Upon receipt of a notice of termination or cancellation, the Contractor shall take immediate steps to stop performance and to cancel or reduce subsequent agreement costs.

F. In the event of early cancellation or termination, the Contractor shall be entitled to compensation for services performed satisfactorily under this agreement and expenses incurred up to the date of cancellation and any non-cancelable obligations incurred in support of this agreement.

Exhibit E
Additional Provisions

1. **Insurance Requirements**

A. General Provisions Applying to All Policies

1) Coverage Term – Coverage needs to be in force for the complete term of the Agreement. If insurance expires during the term of the Agreement, a new certificate and required endorsements must be received by the State at least ten (10) days prior to the expiration of this insurance. Any new insurance must comply with the original Agreement terms.

2) Policy Cancellation or Termination and Notice of Non-Renewal – Contractor shall provide to the CDPH within five (5) business days following receipt by Contractor a copy of any cancellation or non-renewal of insurance required by this Contract. In the event Contractor fails to keep in effect at all times the specified insurance coverage, the CDPH may, in addition to any other remedies it may have, terminate this Contract upon the occurrence of such event, subject to the provisions of this Contract.

3) Premiums, Assessments and Deductibles – Contractor is responsible for any premiums, policy assessments, deductibles or self-insured retentions contained within their insurance program.

4) Primary Clause – Any required insurance contained in this Agreement shall be primary and not excess or contributory to any other insurance carried by the CDPH.

5) Insurance Carrier Required Rating – All insurance companies must carry an AM Best rating of at least "A–" with a financial category rating of no lower than VI. If Contractor is self-insured for a portion or all of its insurance, review of financial information including a letter of credit may be required.

6) Endorsements – Any required endorsements requested by the CDPH must be physically attached to all requested certificates of insurance and not substituted by referring to such coverage on the certificate of insurance.

7) Inadequate Insurance – Inadequate or lack of insurance does not negate Contractor's obligations under the Agreement.

8) Use of Subcontractors - In the case of Contractor's utilization of Subcontractors to complete the contracted scope of work, Contractor shall include all Subcontractors as insured under Contractor's insurance or supply evidence of the Subcontractor's insurance to the CDPH equal to policies, coverages, and limits required of Contractor.

B. Insurance Coverage Requirements

Contractor shall display evidence of certificate of insurance evidencing the following coverage:

1) Commercial General Liability – Contractor shall maintain general liability with limits not less than $1,000,000 per occurrence for bodily injury and property damage combined with a $2,000,000 annual policy aggregate. The policy shall include coverage for liabilities arising out of premises, operations, independent Contractors, products, completed operations, personal and advertising injury, and liability assumed under an insured Agreement. This insurance shall apply separately to each insured against whom claim is made or suit is brought subject to Contractor's limit of liability.

Exhibit E
Additional Provisions

The policy shall be endorsed to include, "The State of California, its officers, agents, employees, and servants as additional insured, but only insofar as the operations under this Agreement are concerned." This endorsement must be supplied under form acceptable to the Office of Risk and Insurance Management.

2) Automobile Liability (when required) -- Contractor shall maintain motor vehicle liability insurance with limits not less than $1,000,000 combined single limit per accident. Such insurance shall cover liability arising out of a motor vehicle including owned, hired and non-owned motor vehicles. Should the scope of the Agreement involve transportation of hazardous materials, evidence of an MCS-90 endorsement is required. The policy shall be endorsed to include, "The State of California, its officers, agents, employees, and servants as additional insured, but only insofar as the operations under this Agreement are concerned." This endorsement must be supplied under form acceptable to the Office of Risk and Insurance Management.

3) Worker's Compensation and Employer's Liability (when required) – Contractor shall maintain statutory worker's compensation and employer's liability coverage for all its employees who will be engaged in the performance of the Agreement. Employer's liability limits of $1,000,000 are required. When work is performed on State owned or controlled property the policy shall contain a waiver of subrogation endorsement in favor of the State. This endorsement must be supplied under form acceptable to the Office of Risk and Insurance Management.

4) Professional Liability (when required) – Contractor shall maintain professional liability covering any damages caused by a negligent error; act or omission with limits not less than $1,000,000 per occurrence and $1,000,000 policy aggregate. The policy's retroactive date must be displayed on the certificate of insurance and must be before the date this Agreement was executed or before the beginning of Agreement work.

5) Environmental/Pollution Liability (when required) -- Contractor shall maintain pollution liability for limits not less than $1,000,000 per claim covering Contractor's liability for bodily injury, property damage and environmental damage resulting from pollution and related cleanup costs incurred arising out of the work or services to be performed under this Agreement. Coverage shall be provided for both work performed on site as well as transportation and proper disposal of hazardous materials. The policy shall be endorsed to include, "The State of California, its officers, agents, employees, and servants as additional insured, but only insofar as the operations under this Agreement are concerned." This endorsement must be supplied under form acceptable to the Office of Risk and Insurance Management.

6) Aircraft Liability (when required) - Contractor shall maintain aircraft liability with a limit not less than $3,000,000. The policy shall be endorsed to include, "The State of California, its officers, agents, employees and servants as additional insured, but only insofar as the operations under this Agreement." This endorsement must be supplied under form acceptable to the Office of Risk and Insurance Management.

Federal Terms and Conditions

(For Federally Funded Cooperative Agreements)

The use of headings or titles throughout this exhibit is for convenience only and shall not be used to interpret or to govern the meaning of any specific term or condition.

This exhibit contains provisions that require strict adherence to various contracting laws and policies.

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1. Federal Contract Funds
2. Federal Equal Employment Opportunity Requirements
3. Debarment and Suspension Certification
4. Covenant Against Contingent Fees
5. Lobbying Restrictions and Disclosure Certification
6. Additional Restrictions
7. Human Subjects Use Requirments
8. Financial and Compliance Audit Requirements
9. Audit and Record Retention
10. Federal Requirements

1. Federal Contract Funds

Applicable only to that portion of an agreement funded in part or whole with federal funds.

a. It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of congressional appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays which would occur if the Agreement were executed after that determination was made.

b. This agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government for the fiscal years covered by the term of this Agreement. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or any statute enacted by the Congress which may affect the provisions, terms or funding of this Agreement in any manner.

c. It is mutually agreed that if the Congress does not appropriate sufficient funds for the program, this Agreement shall be amended to reflect any reduction in funds.

d. CDPH has the option to invalidate or cancel the Agreement with 30-days advance written notice or to amend the Agreement to reflect any reduction in funds.

2. Federal Equal Opportunity Requirements

Applicable to all federally funded agreements entered into by the California Department of Public Health (CDPH).

a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era. The Contractor will take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and career development opportunities and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Federal Government or CDPH, setting forth the provisions of the Equal Opportunity clause, Section 503 of the Rehabilitation Act of 1973 and the affirmative action clause required by the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. 4212). Such notices shall state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified applicants without discrimination based on their race, color, religion, sex, national origin physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era and the rights of applicants and employees.

b. The Contractor will, in all solicitations or advancements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era.

c. The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice, to be provided by the Federal Government or the State, advising the labor union or workers' representative of the Contractor's commitments under the provisions herein and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

d. The Contractor will comply with all provisions of and furnish all information and reports required by Section 503 of the Rehabilitation Act of 1973, as amended, the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. 4212) and of the Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and of the rules, regulations, and relevant orders of the Secretary of Labor.

e. The Contractor will furnish all information and reports required by Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and the Rehabilitation Act of 1973, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the State and its designated representatives and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

f. In the event of the Contractor's noncompliance with the requirements of the provisions herein or with any federal rules, regulations, or orders which are referenced herein, this Agreement may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further federal and state contracts in accordance with procedures authorized in Federal Executive Order No. 11246 as amended and such other sanctions may be imposed and remedies invoked as provided in Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

g. The Contractor will include the provisions of Paragraphs a through g in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or Section 503 of the Rehabilitation Act of 1973 or (38 U.S.C. 4212) of the Vietnam Era Veteran's Readjustment Assistance Act, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs or CDPH may direct as a means of enforcing such provisions including sanctions for noncompliance provided, however, that in the event the Contractor becomes involved in, or is threatened with litigation by a subcontractor or vendor as a result of such direction by CDPH, the Contractor may request in writing to CDPH, who, in turn, may request the United States to enter into such litigation to protect the interests of the State and of the United States.

3. Debarment and Suspension Certification

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

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

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

(5) Shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under federal regulations (i.e., 48 CFR part 9, subpart 9.4), debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction, unless authorized by the State.
(6) Will include a clause entitled, "Debarment and Suspension Certification" that essentially sets forth the provisions herein, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

c. If the Contractor is unable to certify to any of the statements in this certification, the Contractor shall submit an explanation to the CDPH Program Contract Manager.

d. The terms and definitions herein have the meanings set out in the Definitions and Coverage sections of the rules implementing Federal Executive Order 12549 of Feb. 18, 1986, appear at 51 FR 6370, 3 CFR, 1986 Comp., p. 189, unless otherwise noted.

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

4. Covenant Against Contingent Fees

The Contractor warrants that no person or selling agency has been employed or retained to solicit/secure this Agreement upon an agreement of understanding for a commission, percentage, brokerage, or contingent fee, except *bona fide* employees or *bona fide* established commercial or selling agencies retained by the Contractor for the purpose of securing business. For breach or violation of this warranty, CDPH shall have the right to annul this Agreement without liability or in its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, and brokerage or contingent fee.

5. Lobbying Restrictions and Disclosure Certification

Applicable to federally funded agreements in excess of $100,000 per Section 1352 of the 31, U.S.C.

a. Certification and Disclosure Requirements

(1) Each person (or recipient) who requests or receives a contract or agreement, subcontract, grant, or subgrant, which is subject to Section 1352 of the 31, U.S.C., and which exceeds $100,000 at any tier, shall file a certification (in the form set forth in Attachment 1, consisting of one page, entitled "Certification Regarding Lobbying") that the recipient has not made, and will not make, any payment prohibited by Paragraph b of this provision.

(2) Each recipient shall file a disclosure (in the form set forth in Attachment 2, entitled "Standard Form-LLL 'disclosure of Lobbying Activities'") if such recipient has made or has agreed to make any payment using nonappropriated funds (to include profits from any covered federal action) in connection with a contract, or grant or any extension or amendment of that contract, or grant, which would be prohibited under Paragraph b of this provision if paid for with appropriated funds.

(3) Each recipient shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affect the accuracy of the information contained in any disclosure form previously filed by such person under Paragraph a (2) herein. An event that materially affects the accuracy of the information reported includes:

(a) A cumulative increase of $25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered federal action;
(b) A change in the person(s) or individuals(s) influencing or attempting to influence a covered federal action; or
(c) A change in the officer(s), employee(s), or member(s) contacted for the purpose of influencing or attempting to influence a covered federal action.

(4) Each person (or recipient) who requests or receives from a person referred to in Paragraph a(1) of this provision a contract or agreement, subcontract, grant or subgrant exceeding $100,000 at any tier under a contract or agreement, or grant shall file a certification, and a disclosure form, if required, to the next tier above.

(5) All disclosure forms (but not certifications) shall be forwarded from tier to tier until received by the person referred to in Paragraph a(1) of this provision. That person shall forward all disclosure forms to CDPH Program Contract Manager.

b. Prohibition

Section 1352 of Title 31, U.S.C., provides in part that no appropriated funds may be expended by the recipient of a federal contract or agreement, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered federal actions: the awarding of any federal contract or agreement, the making of any federal grant, the making of any federal loan, entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract or agreement, grant, loan, or cooperative agreement.

6. Additional Restrictions

Applicable to all contracts funded in whole or in part with funding from the federal Departments of Labor, Health and Human Services (including CDC funding), or Education.

Contractor shall comply with the restrictions under Division F, Title V, Section 503 of the Consolidated Appropriations Act, 2012 (H.R. 2055), which provides that:

"SEC. 503.(a) No part of any appropriation contained in this Act or transferred pursuant to section 4002 of Public Law 111–148 shall be used, other than for normal and recognized executive-legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the Congress or any State or local legislature or legislative body, except in presentation to the Congress or any State or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government, except in presentation to the executive branch of any State or local government itself.

(b) No part of any appropriation contained in this Act or transferred pursuant to section 4002 of Public Law 111–148 shall be used to pay 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 the Congress or any State government, State legislature or local legislature or legislative body, other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a State, local or tribal government in policymaking and administrative processes within the executive branch of that government.

(c) The prohibitions in subsections (a) and (b) shall include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control."

7. Human Subjects Use Requirements

(Applicable only to federally funded agreements in which performance, directly or through a subcontract/subaward, includes any tests or examination of materials derived from the human body.)

By signing this Agreement, Contractor agrees that if any performance under this Agreement or any subcontract or subagreement includes any tests or examination of materials derived from the human body for the purpose of providing information, diagnosis, prevention, treatment or assessment of disease, impairment, or health of a human being, all locations at which such examinations are performed shall meet the requirements of 42 U.S.C. Section 263a (CLIA) and the regulations thereunder.

8. Financial and Compliance Audit Requirements

By signing this Agreement, the Contractor/Subcontract tor agrees to abide by all requirements specified in 2 CFR 200 *et seq.*, 2 CFR *et seq.*, as applicable, including but not limited to obtaining an annual audit, and any subsequent federal regulatory additions or revisions.

a. The definitions used in this provision are contained in Section 38040 of the Health and Safety Code, which by this reference is made a partthereof.

b. Direct service contract means a contract or agreement for services contained in local assistance or subvention programs or both (see Health and Safety [H&S] Code section 38020). Direct service contracts shall not include contracts, agreements, grants, or subventions to other governmental agencies or units of government nor contracts or agreements with regional centers or area agencies on aging (H&S Code section 38030).

c. The Contractor, as indicated below, agrees to obtain one of the following audits:

(1) If the Contractor is a nonprofit organization (as defined in H&S Code section 38040) and receives **$25,000 or more** from any State agency under a direct service contract or agreement; the Contractor agrees to obtain an annual single, organization wide, financial and compliance audit. Said audit shall be conducted according to Generally Accepted Auditing Standards. This audit does not fulfill the audit requirements of Paragraph c (3) below. The audit shall be completed by the 15th day of the fifth month following the end of the Contractor's fiscal year, **and/or**

(2) If the Contractor is a nonprofit organization (as defined in H&S Code section 38040) and receives **less than $25,000** per year from any State agency under a direct service contract or agreement, the Contractor agrees to obtain a biennial single, organization wide financial and compliance audit, unless there is evidence of fraud or other violation of state law in connection with this Agreement. This audit does not fulfill the audit requirements of Paragraph c(3) below. The audit shall be completed by the 15th day of the fifth month following the end of the Contractor's fiscal year, **and/or**

(3) If the Contractor is a State or Local Government entity or Nonprofit organization (as defined in 2CFR Part 200) and expends $750,000 or more in Federal awards, the Contractor agrees to obtain an annual single, organization wide, financial and compliance audit according to the requirements specified in 2CFR Part 200. An audit conducted pursuant to this provision will fulfill the audit requirements outlined in Paragraphs c(1) and c(2) above. The audit shall be completed by the end of the ninth month following the end of the audit period. The requirements of this provision apply if:

(a) The Contractor is a recipient expending Federal awards received directly from Federal awarding agencies, or

(b) The Contractor is a subrecipient expending Federal awards received from a pass-through entity such as the State, County or community based organization.

(4) If the Contractor submits to CDPH a report of an audit other than a single audit, the Contractor must also submit a certification indicating the Contractor has not expended $750,000 or more in federal funds for the year covered by the audit report.

d. Two copies of the audit report shall be delivered to the CDPH program funding this Agreement. The audit report must identify the Contractor's legal name and the number assigned to this Agreement. The audit report shall be due within 30 days after the completion of the audit. Upon receipt of said audit report, the CDPH Program Contract Manager shall forward the audit report to CDPH's Audits and Investigations Unit if the audit report was submitted under Section 16.c(3), unless the audit report is from a City, County, or Special District within the State of California whereby the report will be retained by the funding program.

e. The cost of the audits described herein may be included in the funding for this Agreement up to the proportionate amount this Agreement represents of the Contractor's total revenue. The CDPH program funding this Agreement must provide advance written approval of the specific amount allowed for said audit expenses.

f. The State or its authorized designee, including the Bureau of State Audits, is responsible for conducting agreement performance audits which are not financial and compliance audits. Performance audits are defined by Generally Accepted Government Auditing Standards.

g. Nothing in this Agreement limits the State's responsibility or authority to enforce State law or regulations, procedures, or reporting requirements arising thereto.

h. Nothing in this provision limits the authority of the State to make audits of this Agreement, provided however, that if independent audits arranged for by the Contractor meet Generally Accepted Governmental Auditing Standards, the State shall rely on those audits and any additional audit work and shall build upon the work already done.

i. The State may, at its option, direct its own auditors to perform either of the audits described above. The Contractor will be given advance written notification, if the State chooses to exercise its option to perform said audits.

j. The Contractor shall include a clause in any agreement the Contractor enters into with the audit firm doing the single organization wide audit to provide access by the State or Federal Government to the working papers of the independent auditor who prepares the single organization wide audit for the Contractor.

k. Federal or state auditors shall have "expanded scope auditing" authority to conduct specific program audits during the same period in which a single organization wide audit is being performed, but the audit report has not been issued. The federal or state auditors shall review and have access to the current audit work being conducted and will not apply any testing or review procedures which have not been satisfied by previous audit work that has been completed.

The term "expanded scope auditing" is applied and defined in the U.S. General Accounting Office (GAO) issued Standards for *Audit of Government Organizations, Programs, Activities and Functions*, better known as the "yellow book".

9. Audit and Record Retention

(Applicable to agreements in excess of $10,000.)

a. The Contractor shall maintain books, records, documents, and other evidence, accounting procedures and practices, sufficient to properly reflect all direct and indirect costs of whatever nature claimed to have been incurred in the performance of this Agreement, including any matching costs and expenses. The foregoing constitutes "records" for the purpose of this provision.

b. The Contractor's facility or office or such part thereof as may be engaged in the performance of this Agreement and his/her records shall be subject at all reasonable times to inspection, audit, and reproduction.

c. Contractor agrees that CDPH, the Department of General Services, the Bureau of State Audits, or their designated representatives including the Comptroller General of the United States shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, the Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (GC 8546.7, CCR Title 2, Section 1896).

d. The Contractor shall preserve and make available his/her records (1) for a period of three years from the date of final payment under this Agreement, and (2) for such longer period, if any, as is required by applicable statute, by any other provision of this Agreement, or by subparagraphs (1) or (2) below.

(1) If this Agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of three years from the date of any resulting final settlement.

(2) If any litigation, claim, negotiation, audit, or other action involving the records has been started before

the expiration of the three-year period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular three-year period, whichever is later.

e. The Contractor shall comply with the above requirements and be aware of the penalties for violations of fraud and for obstruction of investigation as set forth in Public Contract Code § 10115.10, if applicable.

f. The Contractor may, at its discretion, following receipt of final payment under this Agreement, reduce its accounts, books and records related to this Agreement to microfilm, computer disk, CD ROM, or other data storage medium. Upon request by an authorized representative to inspect, audit or obtain copies of said records, the Contractor and/or Subcontractor must supply or make available applicable devices, hardware, and/or software necessary to view, copy and/or print said records. Applicable devices may include, but are not limited to, microfilm readers and microfilm printers, etc.

g. The Contractor shall, if applicable, comply with the Single Audit Act and the audit reporting requirements set forth in Title 2 of the Code of Federal Regulations, Part 200 (2CFR Part 200).

10. Federal Requirements

Contractor agrees to comply with and shall require all subcontractors, if any, to comply with all applicable Federal requirements including but not limited to the United States Code, the Code of Federal Regulations, the Funding Opportunity Announcement, the Notice of Award, the funding agreement, and any memoranda or letter regarding the applicable Federal requirements.

Attachment 1

STATE OF CALIFORNIA
CALIFORNIA DEPARTMENT OF PUBLIC HEALTH

CERTIFICATION REGARDING LOBBYING

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

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

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

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

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

Name of Contractor	Printed Name of Person Signing for Contractor
Contract Number	Signature of Person Signing for Contractor
Date	Title

After execution by or on behalf of Contractor, please return to:

California Department of Public Health

CDPH reserves the right to notify the Contractor in writing of an alternate submission address.

Attachment 2

CERTIFICATION REGARDING LOBBYING

Approved by OMB
0348-0046

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure)

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

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

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

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.

5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

    (b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).

11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

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

EXHIBIT G

Agreement by Employee/Contractor to Comply with Confidentiality Requirements

Summary of Statutes Pertaining to Confidential Public Health Records and Penalties for Disclosure

All HIV/AIDS case reports and any information collected or maintained in the course of surveillance-related activities that may directly or indirectly identify an individual are considered *confidential public health record(s)* under California Health and Safety Code (HSC), Section 121035(c) and must be handled with the utmost confidentiality. Furthermore, HSC §121025(a) prohibits the disclosure of HIV/AIDS-related public health records that contain any personally identifying information to any third party, unless authorized by law for public health purposes, or by the written consent of the individual identified in the record or his/her guardian/conservator. Except as permitted by law, any person who negligently discloses information contained in a confidential public health record to a third party is subject to a civil penalty of up to $5,000 plus court costs, as provided in HSC §121025(e)(1). Any person who willfully or maliciously discloses the content of a public health record, except as authorized by law, is subject to a civil penalty of $5,000-$25,000 plus court costs as provided by HSC §121025(e)(2). Any willful, malicious, or negligent disclosure of information contained in a public health record in violation of state law that results in economic, bodily, or psychological harm to the person named in the record is a misdemeanor, punishable by imprisonment for a period of up to one year and/or a fine of up to $25,000 plus court costs (HSC §121025(e)(3)). Any person who is guilty of a confidentiality infringement of the foregoing type may be sued by the injured party and shall be personally liable for all actual damages incurred for economic, bodily, or psychological harm as a result of the breach (HSC §121025(e)(4)). Each disclosure in violation of California law is a separate, actionable offense (HSC §121025(e)(5)).

Because an assurance of case confidentiality is the foremost concern of the California Department of Public Health, Office of AIDS (CDPH/OA), any actual or potential breach of confidentiality shall be immediately reported. In the event of any suspected breach, staff shall immediately notify the director or supervisor of the local health department's HIV/AIDS surveillance unit who in turn shall notify the CDPH/OA Surveillance Section Chief or designee. CDPH/OA, in conjunction with the local health department and the local health officer shall promptly investigate the suspected breach. Any evidence of an actual breach shall be reported to the law enforcement agency that has jurisdiction.

Employee Confidentiality Pledge

I recognize that in carrying out my assigned duties, I may obtain access to private information about persons diagnosed with HIV or AIDS that was provided under an assurance of confidentiality. I understand that I am prohibited from disclosing or otherwise releasing any personally identifying information, either directly or indirectly, about any individual named in any HIV/AIDS confidential public health record. Should I be responsible for any breach of confidentiality, I understand that civil and/or criminal penalties may be brought against me. I acknowledge that my responsibility to ensure the privacy of protected health information contained in any electronic records, paper documents, or verbal communications to which I may gain access shall not expire, even after myemployment or affiliation with the Department has terminated.

By my signature, I acknowledge that I have read, understand, and agree to comply with the terms and conditions above.

_____	_____	_____
Employee name (print)	Employee Signature	Date
_____	_____	_____
Supervisor name (print)	Supervisor Signature	Date
_____		
Name of Employer		

PLEASE RETAIN A COPY OF THIS DOCUMENT FOR YOUR RECORDS.

EXHIBIT H **CCC-307**

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Contractor/Bidder Firm Name (Printed)	*Federal ID Number*
By (Authorized Signature)	
Printed Name and Title of Person Signing	
Date Executed	*Executed in the County of*

CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

1) the dangers of drug abuse in the workplace;
2) the person's or organization's policy of maintaining a drug-free workplace;
3) any available counseling, rehabilitation and employee assistance programs; and,
4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

1) receive a copy of the company's drug-free workplace policy statement; and,
2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES $50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts over $100,000 executed or amended after January 1, 2007, the contractor certifies that contractor is in compliance with Public Contract Code section 10295.3.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

Exhibit I
Information Privacy and Security Requirements
(For Non-HIPAA/HITECH Act Contracts)

This Information Privacy and Security Requirements Exhibit (For Non-HIPAA/HITECH Act Contracts) (hereinafter referred to as "this Exhibit") sets forth the information privacy and security requirements Contractor is obligated to follow with respect to all personal and confidential information (as defined herein) disclosed to Contractor, or collected, created, stored, transmitted or used by Contractor for or on **behalf** of the California Department of Public Health (hereinafter "CDPH"), pursuant to Contractor's agreement with CDPH. (Such personal and confidential information is referred to herein collectively as "CDPH PCI".) CDPH and Contractor desire to protect the privacy and provide for the security of CDPH PCI pursuant to this Privacy Exhibit and in compliance with state and federal laws applicable to the CDPH PCI.

I. Order of Precedence: With respect to information privacy and security requirements for all CDPH PCI, the terms and conditions of this Exhibit shall take precedence over any conflicting terms or conditions set forth in any other part of the agreement between Contractor and CDPH, including Exhibit A (Scope of Work), all other exhibits and any other attachments, and shall prevail over any such conflicting terms or conditions.

II. Effect on lower tier transactions: The terms of this Exhibit shall apply to all contracts, subcontracts, and subawards, and the information privacy and security requirements Contractor is obligated to follow with respect to CDPH PCI disclosed to Contractor, or collected, created, stored, transmitted or used by Contractor for or on behalf of CDPH, pursuant to Contractor's agreement with CDPH. When applicable the Contractor shall incorporate the relevant provisions of this Exhibit into each subcontract or subaward to its agents, subcontractors, or independent consultants.

III. Definitions: For purposes of the agreement between Contractor and CDPH, including this Exhibit, the following definitions shall apply:

A. Breach: "Breach" means:
1. the unauthorized acquisition, access, use, or disclosure of CDPH PCI in a manner which compromises the security, confidentiality or integrity of the information; or
2. the same as the definition of "breach of the security of the system" set forth in California Civil Code section 1798.29(f).

B. Confidential Information: "Confidential information" means information that:

1. does not meet the definition of "public records" set forth in California Government Code section 6252(e), or is exempt from disclosure under any of the provisions of Section 6250, et seq. of the California Government Code or any other applicable state or federal laws; or
2. is contained in documents, files, folders, books or records that are clearly labeled, marked or designated with the word "confidential" by CDPH; or
3. is "personal information" as defined in this Exhibit.

C. Disclosure: "Disclosure" means the release, transfer, provision of, access to, or divulging in any other manner of information.

D. Personal Information: "Personal information" means information, in any medium (paper, electronic, oral) that:

1. by itself directly identifies or uniquely describes an individual; or

Exhibit I
Information Privacy and Security Requirements
(For Non-HIPAA/HITECH Act Contracts)

2. creates a substantial risk that it could be used in combination with other information to indirectly identify or uniquely describe an individual, or link an individual to the other information; or
3. meets the definition of "personal information" set forth in California Civil Code section 1798.3(a) or
4. is one of the data elements set forth in California Civil Code section 1798.29(g)(1) or (g)(2); or
5. meets the definition of "medical information" set forth in either California Civil Code section 1798.29(h)(2) or California Civil Code section 56.05(g); or
6. meets the definition of "health insurance information" set forth in California Civil Code section 1798.29(h)(3); or
7. Is protected from disclosure under applicable state or federal law.

E. Security Incident: "Security Incident" means:

1. an attempted breach; or
2. the attempted or successful modification or destruction of CDPH PCI, in violation of any state or federal law or in a manner not permitted under the agreement between Contractor and CDPH, including this Exhibit; or
3. the attempted or successful modification or destruction of, or interference with, Contractor's system operations in an information technology system, that negatively impacts the confidentiality, availability or integrity of CDPH PCI.

F. Use: "Use" means the sharing, employment, application, utilization, examination, or analysis of information.

IV. Disclosure Restrictions: The Contractor and its employees, agents, or subcontractors shall protect from unauthorized disclosure any CDPH PCI. The Contractor shall not disclose, except as otherwise specifically permitted by the agreement between Contractor and CDPH (including this Exhibit), any CDPH PCI to anyone other than CDPH without prior written authorization from the CDPH Program Contract Manager, except if disclosure is required by State or Federal law.

V. Use Restrictions: The Contractor and its employees, agents, or subcontractors shall not use any CDPH PCI for any purpose other than carrying out the Contractor's obligations under its agreement with CDPH.

VI. Safeguards: The Contractor shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the privacy, confidentiality, security, integrity, and availability of CDPH PCI, including electronic or computerized CDPH PCI. At each location where CDPH PCI is located, the Contractor shall develop and maintain a written information privacy and security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of the Contractor's operations and the nature and scope of its activities in performing its agreement with CDPH, including this Exhibit, and which incorporates the requirements of Section VII, Security, below. Contractor shall provide CDPH with Contractor's current and updated policies.

VII. Security: The Contractor shall take any and all steps reasonably necessary to ensure the continuous security of all computerized data systems containing CDPH PCI. These steps shall include, at a minimum, complying with all of the data system security precautions listed in the Contractor Data Security Standards set forth in Attachment 1 to this Exhibit.

Exhibit I
Information Privacy and Security Requirements
(For Non-HIPAA/HITECH Act Contracts)

VIII. Security Officer: At each location where CDPH PCI is located, the Contractor shall designate a Security Officer to oversee its compliance with this Exhibit and for communicating with CDPH on matters concerning this Exhibit.

IX. Training: The Contractor shall provide training on its obligations under this Exhibit, at its own expense, to all of its employees who assist in the performance of Contractor's obligations under Contractor's agreement with CDPH, including this Exhibit, or otherwise use or disclose CDPH PCI.

A. The Contractor shall require each employee who receives training to certify, either in hard copy or electronic form, the date on which the training was completed.
B. The Contractor shall retain each employee's certifications for CDPH inspection for a period of three years following contract termination.

X. Employee Discipline: Contractor shall impose discipline that it deems appropriate (in its sole discretion) on such employees and other Contractor workforce members under Contractor's direct control who intentionally violate any provisions of this Exhibit.

XI. Breach and Security Incident Responsibilities:

A. Notification to CDPH of Breach or Security Incident: The Contractor shall notify CDPH **immediately by telephone call plus email or fax** upon the discovery of a breach (as defined in this Exhibit), **or** within **twenty-four (24) hours by email or fax** of the discovery of any security incident (as defined in this Exhibit), unless a law enforcement agency determines that the notification will impede a criminal investigation, in which case the notification required by this section shall be made to CDPH immediately after the law enforcement agency determines that such notification will not compromise the investigation. Notification shall be provided to the CDPH Program Contract Manager, the CDPH Privacy Officer and the CDPH Chief Information Security Officer, using the contact information listed in Section XI(c), below. If the breach or security incident is discovered after business hours or on a weekend or holiday and involves CDPH PCI in electronic or computerized form, notification to CDPH shall be provided by calling the CDPH IIT Service Desk at the telephone numbers listed in Section XI(c), below. For purposes of this Section, breaches and security incidents shall be treated as discovered by Contractor as of the first day on which such breach or security incident is known to the Contractor.

Contractor shall take:

1. prompt corrective action to mitigate any risks or damages involved with the breach or security incident and to protect the operating environment; and
2. any action pertaining to a breach required by applicable federal and state laws, including, specifically, California Civil Code section 1798.29.

B. Investigation of Breach: The Contractor shall immediately investigate such breach or security incident. As soon as the information is known and subject to the legitimate needs of law enforcement, Contractor shall inform the CDPH Program Contract Manager, the CDPH Privacy Officer, and the CDPH Chief Information Security Officer of:

1. what data elements were involved and the extent of the data involved in the breach, including, specifically, the number of individuals whose personal information was breached; and

Exhibit I
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2. a description of the unauthorized persons known or reasonably believed to have improperly used the CDPH PCI and/or a description of the unauthorized persons known or reasonably believed to have improperly accessed or acquired the CDPH PCI, or to whom it is known or reasonably believe have had the CDPH PCI improperly disclosed to them; and
3. a description of where the CDPH PCI is believed to have been improperly used or disclosed; and
4. a description of the probable causes of the breach or security incident; and
5. whether Civil Code sections 1798.29 or any other federal or state laws requiring individual notifications of breaches have been triggered.

C. Written Report: The Contractor shall provide a written report of the investigation to the CDPH Program Contract Manager, the CDPH Privacy Officer, and the CDPH Chief Information Security Officer as soon as practicable after the discovery of the breach or security incident. The report shall include, but not be limited to, the information specified above, as well as a full, detailed corrective action plan, including information on measures that were taken to halt and/or contain the breach or security incident, and measures to be taken to prevent the recurrence of such breach or security incident.

D. Notification to Individuals: If notification to individuals whose information was breached is required under state or federal law, and regardless of whether Contractor is considered only a custodian and/or non-owner of the CDPH PCI, Contractor shall, at its sole expense, and at the sole election of CDPH, either:

1. make notification to the individuals affected by the breach (including substitute notification), pursuant to the content and timeliness provisions of such applicable state or federal breach notice laws. Contractor shall inform the CDPH Privacy Officer of the time, manner and content of any such notifications, prior to the transmission of such notifications to the individuals; or
2. cooperate with and assist CDPH in its notification (including substitute notification) to the individuals affected by the breach.

E. Submission of Sample Notification to Attorney General: If notification to more than 500 individuals is required pursuant to California Civil Code section 1798.29, and regardless of whether Contractor is considered only a custodian and/or non-owner of the CDPH PCI, Contractor shall, at its sole expense, and at the sole election of CDPH, either:

1. electronically submit a single sample copy of the security breach notification, excluding any personally identifiable information, to the Attorney General pursuant to the format. content and timeliness provisions of Section 1798.29(e). Contractor shall inform the CDPH Privacy Officer of the time, manner and content of any such submissions, prior to the transmission of such submissions to the Attorney General; or
2. cooperate with and assist CDPH in its submission of a sample copy of the notification to the Attorney General.

F. CDPH Contact Information: To direct communications to the above referenced CDPH staff, the Contractor shall initiate contact as indicated herein. CDPH reserves the right to make changes to the contact information below by written notice to the Contractor. Said changes shall not require an amendment to this Exhibit or the agreement to which it is incorporated.

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Information Privacy and Security Requirements
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CDPH Program Contract Manager	CDPH Privacy Officer	CDPH Chief Information Security Officer (and CDPH IT Service Desk)
See the Scope of Work exhibit for Program Contract Manager	Privacy Officer Privacy Office, c/o Office of Legal Services California Department of Public Health P.O. Box 997377, MS 0506 Sacramento, CA 95899-7377 Email: privacy@cdph.ca.gov Telephone: (877) 421-9634	Chief Information Security Officer Information Security Office California Department of Public Health P.O. Box 997413, MS 6302 Sacramento, CA 95899-7413 Email: cdphiso@cdph.ca.gov Telephone: IT Service Desk (916) 440-7000 or (800) 579-0874

XII. Documentation of Disclosures for Requests for Accounting: Contractor shall document and make available to CDPH or (at the direction of CDPH) to an Individual such disclosures of CDPH PCI, and information related to such disclosures, necessary to respond to a proper request by the subject Individual for an accounting of disclosures of personal information as required by applicable state or federal law.

XIII. Requests for CDPH PCI by Third Parties: The Contractor and its employees, agents, or subcontractors shall promptly transmit to the CDPH Program Contract Manager all requests for disclosure of any CDPH PCI emanating from third parties to the agreement between Contractor and CDPH (and not emanating from an Individual for an accounting of disclosures of personal information pursuant to applicable state or federal law), unless prohibited from doing so by applicable state or federal law.

XIV. Audits, Inspection and Enforcement: From time to time, CDPH may inspect the facilities, systems, books and records of Contractor to monitor compliance with this Exhibit. Contractor shall promptly remedy any violation of any provision of this Exhibit and shall certify the same to the CDPH Program Contract Manager in writing.

XV. Return or Destruction of CDPH PCI on Expiration or Termination: On expiration or termination of the agreement between Contractor and CDPH for any reason, Contractor shall return or destroy the CDPH PCI. If return or destruction is not feasible, Contractor shall explain to CDPH why, in writing, to the CDPH Program Contract Manager, the CDPH Privacy Officer and the CDPH Chief Information Security Officer, using the contact information listed in Section XI(c), above.

A. Retention Required by Law: If required by state or federal law, Contractor may retain, after expiration or termination, CDPH PCI for the time specified as necessary to comply with the law.

B. Obligations Continue Until Return or Destruction: Contractor's obligations under this Exhibit shall continue until Contractor returns or destroys the CDPH PCI or returns the CDPH PCI to CDPH; provided however, that on expiration or termination of the agreement between Contractor and CDPH, Contractor shall not further use or disclose the CDPH PCI except as Required by state or federal law.

C. Notification of Election to Destroy CDPH PCI: If Contractor elects to destroy the CDPH PCI, Contractor shall certify in writing, to the CDPH Program Contract Manager, the CDPH Privacy Officer

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Information Privacy and Security Requirements
(For Non-HIPAA/HITECH Act Contracts)

and the CDPH Chief Information Security Officer, using the contact information listed in Section XI(c), above, that the CDPH PCI has been destroyed.

XVI. Amendment: The parties acknowledge that Federal and State laws relating to information security and privacy are rapidly evolving and that amendment of this Exhibit may be required to provide for procedures to ensure compliance with such laws. The parties specifically agree to take such action as is necessary to implement new standards and requirements imposed by regulations and other applicable laws relating to the security or privacy of CDPH PCI. The parties agree to promptly enter into negotiations concerning an amendment to this Exhibit consistent with new standards and requirements imposed by applicable laws and regulations.

XVII. Assistance in Litigation or Administrative Proceedings: Contractor shall make itself and any subcontractors, employees or agents assisting Contractor in the performance of its obligations under the agreement between Contractor and CDPH, available to CDPH at no cost to CDPH to testify as witnesses, in the event of litigation or administrative proceedings being commenced against CDPH, its director, officers or employees based upon claimed violation of laws relating to security and privacy, which involves inactions or actions by the Contractor, except where Contractor or its subcontractor, employee or agent is a named adverse party.

XVIII. No Third-Party Beneficiaries: Nothing express or implied in the terms and conditions of this Exhibit is intended to confer, nor shall anything herein confer, upon any person other than CDPH or Contractor and their respective successors or assignees, any rights, remedies, obligations or liabilities whatsoever.

XIX. Interpretation: The terms and conditions in this Exhibit shall be interpreted as broadly as necessary to implement and comply with regulations and applicable State laws. The parties agree that any ambiguity in the terms and conditions of this Exhibit shall be resolved in favor of a meaning that complies and is consistent with Federal and State laws and regulations.

XX. Survival: If Contractor does not return or destroy the CDPH PCI upon the expiration or termination of the Agreement, the respective rights and obligations of Contractor under Sections VI, VII and XI of this Exhibit shall survive the termination or expiration of the agreement between Contractor and CDPH.

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Attachment 1
Contractor Data Security Standards

1. **General Security Controls**

A. ***Confidentiality Statement.*** All persons that will be working with CDPH PCI must sign a confidentiality statement. The statement must include at a minimum, General Use, Security and Privacy safeguards, Unacceptable Use, and Enforcement Policies. The statement must be signed by the workforce member prior to access to CDPH PCI. The statement must be renewed annually. The Contractor shall retain each person's written confidentiality statement for CDPH inspection for a period of three (3) years following contract termination.

B. ***Background check.*** Before a member of the Contractor's workforce may access CDPH PCI, Contractor must conduct a thorough background check of that worker and evaluate the results to assure that there is no indication that the worker may present a risk for theft of confidential data. The Contractor shall retain each workforce member's background check documentation for a period of three (3) years following contract termination.

C. ***Workstation/Laptop encryption.*** All workstations and laptops that process and/or store CDPH PCI must be encrypted using a FIPS 140-2 certified algorithm, such as Advanced Encryption Standard (AES), with a 128bit key or higher. The encryption solution must be full disk unless approved by the CDPH Information Security Office.

D. ***Server Security.*** Servers containing unencrypted CDPH PCI must have sufficient administrative, physical, and technical controls in place to protect that data, based upon a risk assessment/system security review.

E. ***Minimum Necessary.*** Only the minimum necessary amount of CDPH PCI required to perform necessary business functions may be copied, downloaded, or exported.

F. ***Removable media devices.*** All electronic files that contain CDPH PCI data must be encrypted when stored on any removable media or portable device (i.e. USB thumb drives, floppies, CD/DVD, Blackberry, backup tapes etc.). Must be encrypted using a FIPS 140-2 certified algorithm, such as Advanced Encryption Standard (AES), with a 128bit key or higher

G. ***Antivirus software.*** All workstations, laptops and other systems that process and/or store CDPH PCI must install and actively use comprehensive anti-virus software solution with automatic updates scheduled at least daily.

H. ***Patch Management.*** All workstations, laptops and other systems that process and/or store CDPH PCI must have security patches applied, with system reboot if necessary. There must be a documented patch management process which determines installation timeframe based on risk assessment and vendor recommendations. At a maximum, all applicable patches must be installed within 30 days of vendor release.

I. ***User IDs and Password Controls.*** All users must be issued a unique user name for accessing CDPH PCI. Username must be promptly disabled, deleted, or the password changed upon the transfer or termination of an employee with knowledge of the password. Passwords are not to be shared. Must be at least eight characters. Must be a non-dictionary word. Must not be stored in

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readable format on the computer. Must be changed every 60 days. Must be changed if revealed or compromised. Must be composed of characters from at least three of the following four groups from the standard keyboard:

- Upper case letters (A-Z)
- Lower case letters (a-z)
- Arabic numerals (0-9)
- Non-alphanumeric characters (punctuation symbols)

J. ***Data Sanitization.*** All CDPH PCI must be sanitized using NIST Special Publication 800-88 standard methods for data sanitization when the CDPH PSCI is no longer needed.

2. System Security Controls

A. ***System Timeout.*** The system must provide an automatic timeout, requiring re-authentication of the user session after no more than 20 minutes of inactivity.

B. ***Warning Banners.*** All systems containing CDPH PCI must display a warning banner stating that data is confidential, systems are logged, and system use is for business purposes only. User must be directed to log off the system if they do not agree with these requirements.

C. ***System Logging.*** The system must maintain an automated audit trail which can identify the user or system process which initiates a request for CDPH PCI, or which alters CDPH PCI. The audit trail must be date and time stamped, must log both successful and failed accesses, must be read only, and must be restricted to authorized users. If CDPH PCI is stored in a database, database logging functionality must be enabled. Audit trail data must be archived for at least 3 years after occurrence.

D. ***Access Controls.*** The system must use role based access controls for all user authentications, enforcing the principle of least privilege.

E. ***Transmission encryption.*** All data transmissions of CDPH PCI outside the secure internal network must be encrypted using a FIPS 140-2 certified algorithm, such as Advanced Encryption Standard (AES), with a 128bit key or higher. Encryption can be end to end at the network level, or the data files containing CDPH PCI can be encrypted. This requirement pertains to any type of CDPH PCI in motion such as website access, file transfer, and E-Mail.

F. ***Intrusion Detection.*** All systems involved in accessing, holding, transporting, and protecting CDPH PCI that are accessible via the Internet must be protected by a comprehensive intrusion detection and prevention solution.

3. Audit Controls

A. ***System Security Review.*** All systems processing and/or storing CDPH PCI must have at least an annual system risk assessment/security review which provides assurance that administrative, physical, and technical controls are functioning effectively and providing adequate levels of protection. Reviews shall include vulnerability scanning tools.

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B. ***Log Reviews.*** All systems processing and/or storing CDPH PCI must have a routine procedure in place to review system logs for unauthorized access.

C. ***Change Control.*** All systems processing and/or storing CDPH PCI must have a documented change control procedure that ensures separation of duties and protects the confidentiality, integrity and availability of data.

4. Business Continuity / Disaster Recovery Controls

A. ***Disaster Recovery.*** Contractor must establish a documented plan to enable continuation of critical business processes and protection of the security of electronic CDPH PCI in the event of an emergency. Emergency means any circumstance or situation that causes normal computer operations to become unavailable for use in performing the work required under this agreement for more than 24 hours.

B. ***Data Backup Plan.*** Contractor must have established documented procedures to backup CDPH PCI to maintain retrievable exact copies of CDPH PCI. The plan must include a regular schedule for making backups, storing backups offsite, an inventory of backup media, and the amount of time to restore CDPH PCI should it be lost. At a minimum, the schedule must be a weekly full backup and monthly offsite storage of CDPH data.

5. Paper Document Controls

A. ***Supervision of Data.*** CDPH PCI in paper form shall not be left unattended at any time, unless it is locked in a file cabinet, file room, desk or office. Unattended means that information is not being observed by an employee authorized to access the information. CDPH PCI in paper form shall not be left unattended at any time in vehicles or planes and shall not be checked in baggage on commercial airplanes.

B. ***Escorting Visitors.*** Visitors to areas where CDPH PCI is contained shall be escorted and CDPH PHI shall be kept out of sight while visitors are in the area.

C. ***Confidential Destruction.*** CDPH PCI must be disposed of through confidential means, using NIST Special Publication 800-88 standard methods for data sanitization when the CDPH PSCI is no longer needed.

D. ***Removal of Data.*** CDPH PCI must not be removed from the premises of the Contractor except with express written permission of CDPH.

E. ***Faxing.*** Faxes containing CDPH PCI shall not be left unattended and fax machines shall be in secure areas. Faxes shall contain a confidentiality statement notifying persons receiving faxes in error to destroy them. Fax numbers shall be verified with the intended recipient before sending.

F. ***Mailing.*** CDPH PCI shall only be mailed using secure methods. Large volume mailings of CDPH PHI shall be by a secure, bonded courier with signature required on receipt. Disks and other transportable media sent through the mail must be encrypted with a CDPH approved solution, such as a solution using a vendor product specified on the CSSI.

EXHIBIT J

Darfur Contracting Act

Pursuant to Public Contract Code (PCC) sections 10475-10481, the Darfur Contracting Act's intent is to preclude State agencies from contracting with scrutinized companies that do business in the African nation of Sudan. A scrutinized company is a company doing specified types of business in Sudan as defined in PCC section 10476. Scrutinized companies are ineligible to, and cannot, contract with a State agency for goods or services (PCC section 10477(a)) unless obtaining permission from the Department of General Services according to the criteria set forth in PCC section 10477(b).

Therefore, to be eligible to contract with the California Department of Public Health, please initial **one of the following** three paragraphs and complete the certification below:

1. _____ Initials — We do not currently have, or we have not had within the previous three years, business activities or other operations outside of the United States.

OR

2. _____ Initials — We are a scrutinized company as defined in Public Contract Code section 10476, but we have received written permission from the Department of General Services (DGS) to submit a bid or proposal pursuant to Public Contract Code section 10477(b) or submit a contract/purchase order. A copy of the written permission from DGS is included with our bid, proposal or contract/purchase order.

OR

3. _____ Initials — We currently have, or we have had within the previous three years, business activities or other operations outside of the United States, but we certify below that we are not a scrutinized company as defined in Public Contract Code section 10476.

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind this company to the clause listed above. This certification is made under the laws of the State of California.

Company Name (Printed)	*Federal ID Number*
By (Authorized Signature)	
Printed Name and Title of Person Signing	
Date Executed	*Executed in the County and State of*

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

MEETING DATE: September 1, 2020	**TYPE OF AGENDA ITEM:** ☐Regular ☐Timed ☒Consent

DEPARTMENT: Behavioral Health
APPROVING PARTY: Lea Salas, Administrative Director
PHONE NUMBER: (530) 993-6746

AGENDA ITEM: Memorandum of Understanding for Coordination of Services between Sierra County Division of Behavioral Health Plan and Blue Cross of California Partnership Plan, Inc.

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

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:

_____ _____
CLERK TO THE BOARD DATE

Memorandum

To: Sierra County Board of Supervisors
From: Lea Salas, Administrative Director
Reference: Agenda Item
Date of memo: August 21, 2020
Date of Board Meeting: September 1, 2020

Requested Action: Memorandum of Understanding for Coordination of Services between Sierra County Division of Behavioral Health Plan and Blue Cross of California Partnership Plan, Inc.

Mandated by: Title 9 CCR, Chapter 11 (Medi-Cal Specialty Mental Health Services)

Funding
Budgeted? YesX 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 Blue Cross of California Partnership Plan, Inc. (ANTHEM) in the delivery of specialty mental health services to members served by both Parties. It is the intention of the County and Anthem 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
For Coordination of Services
BETWEEN SIERRA COUNTY DIVISION OF BEHAVIORAL HEALTH PLAN
AND
BLUE CROSS OF CALIFORNIA PARTNERSHIP PLAN, INC.

This MEMORANDUM OF UNDERSTANDING ("MOU") is made and entered into as of this ___ day of ___ , 2020, by and between the County of Sierra, a political subdivision of the State of California, on behalf of Sierra County Behavioral Health Services State contracted Mental Health Plan ("MHP") and Blue Cross of California Partnership Plan, Inc. ("ANTHEM") in order to implement certain provisions of Title 9 of the California Code of Regulations, Chapter 11 (Medi-Cal Specialty Mental Health Services). This MOU may be terminated by either party by giving at least ten (10) days written notice to the other party.

Written notices under this MOU will be to the following:

Sierra County Behavioral Health Services
704 Mill St.
Loyalton, CA 96118

Anthem Blue Cross
One Wellpoint Way
Thousand Oaks, CA 91362

ANTHEM is part of the Local Initiative Health Plan or the Commercial Health Plan for the County of Sierra (the "Service Area") and has contracted with the California Department of Health Care Services ("DHCS") to arrange and coordinate services for the provision of Medi-Cal managed care services to those Medi-Cal beneficiaries who are assigned to or enrolled with ANTHEM in the Service Area.

The MHP of contracts with the California Department of Health Care Services to provide medically necessary specialty mental health services to the Medi-Cal beneficiaries of Sierra County. The MHP and the California Department of Health Care Services work collaboratively to ensure timely and effective access to Medi-Cal Mental Health Services.

The purpose of this MOU is to describe the responsibilities of the MHP and ANTHEM in the delivery of specialty mental health services to ANTHEM Members served by both parties as described in Exhibit A attached hereto and incorporated herein by reference. It is the intention of both parties to coordinate care between providers of physical and mental health care. All references in the MOU to "Members" are limited to the ANTHEM Members. There will be no exchange of funds between ANTHEM and the MHP.

Nothing contained herein shall add to or delete from the services required by each party under its agreement with the State of California. The MHP and ANTHEM agree to perform their required services under their respective agreements with the State of California, to the extent not inconsistent with laws and regulations.

The Department of Health Care Services may sanction a mental health plan pursuant to paragraph one (1) of subdivision (e) of Section 5775 for failure to comply with the requirements of Welfare & Institution Code, Section 5777.5.

County of Sierra
On Behalf of Behavioral Health Services
State Contracted Mental Health Plan
("MHP")

By _____

_____
Date

Blue Cross of California
Partnership Plan, Inc.
("ANTHEM")

By _____
Barsam Kasravi, Plan President

8/5/20
_____
Date

MEMORANDUM OF UNDERSTANDING
For Coordination of Services
BETWEEN SIERRA COUNTY DIVISION OF BEHAVIORAL HEALTH PLAN ("MHP")
AND
BLUE CROSS OF CALIFORNIA PARTNERSHIP PLAN, INC. ("ANTHEM")
EXHIBIT A

*http://government.westlaw.com/linkedslice/default.asp?Action=TOC&RS=GVT1.0&VR=2.0&SP=CCR-1000

CATEGORY	MHP	ANTHEM
1. Basic Requirements	1. MHP agrees to address policies and procedures with the ANTHEM that cover: -management of the members care, including but not limited to the following: -screening assessment and referrals - medical necessity determination -care coordination and -exchange of medical information.	2. ANTHEM agrees to address policies and procedures with the MHP that cover: -management of the members care, including but not limited to the following: -screening assessment and referrals - medical necessity determination -care coordination and -exchange of medical information.
2. Mental Health Covered Services	1. MHP is responsible for providing ANTHEM members with outpatient mental health benefits for members with significant impairment in functions that meet the medical necessity criteria. See Attachment 1: Mental Health Services Description Chart for Medi-Cal Managed Care Members. 2. Conditions that the Diagnostic and Statistical Manual ("DSM") 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 ANTHEM. 3. All services must be provided in a culturally and linguistically appropriate manner.	1. ANTHEM is obligated to cover and pay for mental health assessments of ANTHEM's members with potential mental health disorders rendered by ANTHEM'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. 2. ANTHEM 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 Diagnostic and Statistical Manual ("DSM") that is also covered according to State regulations. 3. ANTHEM will be responsible for providing these services when medically necessary and provided by PCPs or licensed mental health professionals in ANTHEM's provider network within the scope of their practice. See Attachment 1: Mental Health Services Description Chart for Medi-Cal Managed Care Members. 4. Conditions that the DSM identifies as relational problems (e.g. couples counseling, family counseling for relational problems) are not covered as part of the new benefit by ANTHEM nor by the MHP. 5. All services must be provided in a culturally and linguistically appropriate manner.

*http://government.westlaw.com/linkedslice/default.asp?Action=TOC&RS=GVT1.0&VR=2.0&SP=CCR-1000

3. Oversight Responsibilities	1. 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. 2. MHP will have staff participate on an oversight team comprised of representatives from both ANTHEM and the MHP who will be responsible for program oversight, quality improvement, problem and dispute resolution, and ongoing management of this MOU. 3. 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 ANTHEM may determine the composition of the multidisciplinary teams. 4. The MHP and ANTHEM oversight teams and multidisciplinary teams may be the same teams. 5. MHP Liaison will provide ANTHEM 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.	1. ANTHEM has direct contracts with its licensed mental health professionals ("LMHP") network and will be responsible for notifying their LMHPs and relevant staff of their roles and responsibilities. 2. ANTHEM has a Public Programs Administrator/liaison that will participate on an oversight team comprised of representatives from both MHP and ANTHEM who will be responsible for program oversight, quality improvement, problem and dispute resolution as well as management of the of this MOU. 3. ANTHEM 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. ANTHEM and MHP may determine the composition of the multidisciplinary teams. 4. ANTHEM and the MHP oversight teams and multidisciplinary teams may be the same teams. 5. ANTHEM Liaison will provide MHP with an updated list of its LMHPs and specialists.

*http://government.westlaw.com/linkedslice/default.asp?Action=TOC&RS=GVT1.0&VR=2.0&SP=CCR-1000

4. Screening, Assessment and Referral	1. MHP accepts referrals from ANTHEM Staff, providers and members' self-referrals for determination of medical necessity for specialty mental health services. Medical necessity for specialty mental health services is defined at Title 9, CCR, Sections 1820.205*, 1830.205* and 1830.210*. 2. If it is determined by ANTHEM's LMHP that the member may meet specialty mental health services medical necessity criteria, the ANTHEM LMHP refers the member to the MHP for further assessment and treatment. 3. MHP providers will refer ANTHEM members to their identified PCP for medical and non-specialty mental health conditions that would be responsive to appropriate physical health care.	1. ANTHEM is responsible for the screening, assessment and referrals, including agreed upon screening and assessment tools for use in determining if ANTHEM or the MHP will provide mental health services. 2. ANTHEM 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 ANTHEM'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. 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*. 3. ANTHEM PCP's will refer ANTHEM members to an ANTHEM LMHP for: 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). ii. If it is determined by the ANTHEM LNHP that the member may meet the Specialty Mental Health Services ("SMHS") medical necessity criteria, the ANTHEM LMHP refers the member to the MHP for further assessment and treatment. When an ANTHEM member's condition improves under SMHS and the ANTHEM LMHP and MHP coordinate care, the ANTHEM member may return to the ANTHEM LMHP. 4. Primary care mental health treatment includes: a. Basic education, assessment, counseling and referral and linkage to other services for all ANTHEM members. b. Medication and treatment for i. Mental health conditions that would be responsive to physical healthcare-based treatment ii. Mental health disorders due to a general medical condition iii. Medication-induced reactions from medications prescribed by physical health care providers.

*http://government.westlaw.com/linkedslice/default.asp?Action=TOC&RS=GVT1.0&VR=2.0&SP=CCR-1000

5. Care Coordination	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 ANTHEM member admitted to a psychiatric inpatient hospital other than routine services. Per Title 9, CCR, Article 3, Section 1810.350*.	1. ANTHEM must cover and pay for medically necessary laboratory, radiological, and radioisotope services described in Title 22, CCR, Section 51311*. ANTHEM 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. 2. ANTHEM 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 twenty-four (24) hours of admission and any medically necessary physical medicine consultation. Per MMCD Policy Letter No. 00-01 REV. 3. ANTHEM is not required to cover room and board charges or mental health services associated with an ANTHEM member's admission to a hospital or inpatient psychiatric facility for psychiatric inpatient services. Per MMCD Policy Letter No. 00-01 REV.
5.a. Laboratory, Radiological and Radioisotope Services	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 ANTHEM contract providers.	1. ANTHEM 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. 2. ANTHEM will coordinate and assist the MHP in the delivery of laboratory radiological or radioisotope services. 3. A list of ANTHEM contracted providers is available on-line. 4. ANTHEM will provide the process for obtaining timely authorization and delivery of prescribed drugs and laboratory services.
5.b. Home Health Agency Services	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 an ANTHEM member who is homebound. MHP will collaborate with ANTHEM on any specialty mental health services being provided to an ANTHEM member.	1. ANTHEM will cover and pay for prior authorized home health agency services as described in Title 22, CCR, Section 51337* prescribed by an ANTHEM provider when medically necessary to meet the needs of homebound ANTHEM members. ANTHEM is not obligated to provide home health agency services that would not otherwise be authorized by the Medi-Cal program. 2. ANTHEM will refer members who may be at risk of institutional placement to the Home and Community Based services ("HCBS") Waiver Program if appropriate.

*http://government.westlaw.com/linkedslice/default.asp?Action=TOC&RS=GVT1.0&VR=2.0&SP=CCR-1000

5.c. Pharmaceutical Services and Prescribed Drugs	1. The MHP list of contracted network providers is available on line. 2. MHP providers will prescribe and monitor the effects and side effects of psychotropic medications for ANTHEM members under their treatment. 3. MHP will coordinate with ANTHEM representatives to ensure that psychotropic drugs prescribed by MHP providers are included in the ANTHEM formulary and/or available for dispensing by ANTHEM network pharmacies unless otherwise stipulated by state regulation. 4. MHP will inform MHP providers regarding process and procedure for obtaining prescribed medications for ANTHEM members. 5. MHP providers will utilize ANTHEM contracted laboratories for laboratory tests needed in connection with administration and management of psychotropic medications. 6. MHP will assist ANTHEM in the utilization review of psychotropic drugs prescribed by out-of-network psychiatrists. 7. MHP will share with ANTHEM 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.	1. ANTHEM will: a. Allow MHP credentialed providers access to pharmacy and laboratory services as specialty providers. b. A list of participating pharmacies, laboratories, drug formulary, and authorization of procedures are available on line. c. Consider recommendations from MHP for utilization management standards for mental health pharmacy and laboratory services. d. Provide the process for obtaining timely authorization and delivery of prescribed drugs and laboratory services to the MHP. 2. ANTHEM 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 ANTHEM network pharmacies unless otherwise stipulated by state regulation. (See the Medi-Cal provider manual for Drugs Excluded from ANTHEM Coverage http://files.medi-cal.ca.gov/pubsdoco/manuals_menu.asp). ANTHEM will apply utilization review procedures when prescriptions are written by out-of-network psychiatrists for the treatment of psychiatric conditions. a. Covered psychotropic drugs written by out-of-network psychiatrists will be filled by ANTHEM network pharmacies. b. ANTHEM will provide members with the same drug accessibility written by out-of-network psychiatrists as in-network providers. c. ANTHEM 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. 3. ANTHEM PCPs will monitor the effects and side effects of psychotropic medications prescribed for those members whose psychiatric conditions are under their treatment. 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 ANTHEM or by an MHP pharmacy. Per MMCD Policy Letter No. 00-01 REV.

*http://government.westlaw.com/linkedslice/default.asp?Action=TOC&RS=GVT1.0&VR=2.0&SP=CCR-1000

5.d. Service Authorizations	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 ANTHEM contracted providers found on their website. 2. MHP will authorize treatment services by MHP providers who are credentialed and contracted with MHP for services that meet SMHS medical necessity criteria.	1. ANTHEM will authorize medical assessment and/or treatment services by ANTHEM LMHPs who are credentialed and contracted with ANTHEM for covered medically necessary services. 2. ANTHEM will inform PCPs that they may refer members to the MHP for specialty mental health services. 3. ANTHEM contracted providers can be found on the website.
5.e. Nursing and Residential Facility Services	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)*]. 2. MHP's provide medically necessary specialty mental health services, typically visits by psychiatrists and psychologists.	1. ANTHEM will arrange and pay for nursing facility services for ANTHEM members who meet the medical necessity criteria per Title 22, CCR, Section 51335*. 2. ANTHEM will arrange for disenrollment from managed care if the member needs nursing services for a longer period of time. 3. ANTHEM will pay for all medically necessary DHCS contractually required Medi-Cal covered services until the disenrollment is effective.
5.f. Developmentally Disabled Services	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. 2. MHP has a current list of names, addresses and telephone numbers of local providers, provider organizations, and agencies that is available to an ANTHEM member when that 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)*.	1. ANTHEM and ANTHEM 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. 2. ANTHEM will maintain a current MOU with the Regional Center.

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6. Exchange of Protected Health Information	1. MHP will comply with all applicable laws pertaining to use and disclosure of PHI including but not limited to: • HIPAA / 45 C.F.R. Parts 160 and 164 • LPS / W & I Code Sections 5328-5328.15 • 45 C.F.R. Part 2 • HITECH Act (42. U.S.C. Section 17921 et. seq. • CMIA (Ca Civil Code 56 through 56.37) • Title 9, CCR, Section 1810.370(a)(3)*. 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. 3. Only encrypted PHI as specified in the HIPAA Security Rule will be disclosed via email. Unsecured PHI will not be disclosed via email. 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.	1. ANTHEM will comply with applicable portions of • HIPAA / 45 C.F.R. Parts 160 and 164 • LPS / W & I Code Sections 5328- 5328.15 • 45 C.F.R. Part 2 • HITECH Act (42. U.S.C. Section 17921 et. seq. • CMIA (Ca Civil Code 56 through 56.37). Title 9, CCR, Section 1810.370(a)(3)* 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. 3. ANTHEM will encrypt any data transmitted via email containing confidential data of ANTHEM members such as PHI and Personal Confidential Information ("PCI") or other confidential data to ANTHEM or anyone else including state agencies. 4. ANTHEM 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.

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7. Reporting and Quality Improvement Requirements	1. MHP in conjunction with ANTHEM will hold regular meetings to review the referral and care coordination process and to monitor member engagement and utilization. 2. No less than semi-annually, MHP and ANTHEM 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 DHCS. Reports summarizing findings of the review must address the systemic strengths and barriers to effective collaboration between MHP and ANTHEM. 3. MHP and ANTHEM 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 ANTHEM, 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 ANTHEM, as well as quality strategies to address duplication of services. 4. Performance measures and quality improvement initiatives to be determined in collaboration with DHCS.	1. ANTHEM in conjunction with MHP will hold regular meetings to review the referral and care coordination process and to monitor member engagement and utilization. 2. No less than semi-annually, ANTHEM 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 collaboration with DHCS. Reports summarizing findings of the review must address the systemic strengths and barriers to effective collaboration between ANTHEM and the MHP. 3. ANTHEM 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 ANTHEM 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 ANTHEM and the MHP, as well as quality strategies to address duplication of services. 4. Performance measures and quality improvement initiatives to be determined in collaboration with DHCS.

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8. Dispute Resolution	1. MHP Liaison will participate in an annual review, update and/or renegotiations with ANTHEM on this agreement as is mutually agreed. 2. When the MHP has a dispute with ANTHEM that cannot be resolved to the satisfaction of the MHP concerning the obligations of the MHP or ANTHEM 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. 3. Either the MHP or ANTHEM shall submit a request for resolution to either Departments within fifteen (15) calendar days of the completion of the dispute resolution process between the parties. The request for resolution shall contain the following information: (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. (b) History of attempts to resolve the issue. (c) Justification for the desired remedy. (d) Documentation regarding the issue. (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 position, and any dispute of the rate of payment for services included by the other party in its request. (f) The other party shall submit the requested documentation within twenty-one (21) calendar days from notification of the party from whom documentation is being requested by	1. ANTHEM Liaison will conduct an annual review, update and/or renegotiations of this agreement with the MHP, as is mutually agreed. 2. When ANTHEM has a dispute with the MHP that cannot be resolved to the satisfaction of ANTHEM concerning the obligations of the MHP or ANTHEM under their respective contracts with the DHCS, State Medi-Cal laws and regulations, or with this MOU as described in Section 1810.370*, ANTHEM may submit a request for resolution to the Department. 3. Either the MHP or ANTHEM shall submit a request for resolution to either Departments within fifteen (15) calendar days of the completion of the dispute resolution process between the parties. The request for resolution shall contain the following information: (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. (b) History of attempts to resolve the issue. (c) Justification for the desired remedy. (d) Documentation regarding the issue. (e) Upon receipt of a request for resolution, the department receiving the request will notify the other department and the other party within seven (7) 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. (f) The other party shall submit the requested documentation within twenty-one (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.

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	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.	
8.a. Departments' Responsibility for Review of Disputes	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. 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 ANTHEM. 3. The individuals reviewing the dispute may, at their discretion, allow representatives of both the MHP and ANTHEM an opportunity to present oral argument.	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. 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 ANTHEM. 3. The individuals reviewing the dispute may, at their discretion, allow representatives of both the MHP and ANTHEM an opportunity to present oral argument.
8.b. Provision of Medically Necessary Services Pending Resolution of Dispute	1. A dispute between an MHP and ANTHEM 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: (a) The parties may agree to an arrangement satisfactory to both parties regarding how the services under dispute will be provided; or (b) When the dispute concerns the MHP's contention that ANTHEM 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.	1. A dispute between an MHP and ANTHEM 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: (a) The parties may agree to an arrangement satisfactory to both parties regarding how the services under dispute will be provided; or (b) When the dispute concerns ANTHEM'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, ANTHEM 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 ANTHEM 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 ANTHEM provider responsible for the beneficiary's care.

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9. Emergency and After-Hours	1. MHP will have a toll free twenty-four (24) hours a day, seven (7) 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 as well as to coordinate urgent and emergent services with Emergency Room personnel during a crisis. 2. MHP shall cover and pay for the professional services of a mental health specialist provided in an emergency room to an ANTHEM 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. 3. The MHP is responsible for the facility charges resulting from the emergency services and care of an ANTHEM 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. 4. 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.	1. All ANTHEM members have access to quality, comprehensive behavioral health care first response services twenty-four (24) hours a day, seven (7) days a week by ANTHEM providers. ANTHEM's network LMHPs have agreed to 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. 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. In general, the LMHP must be available to ANTHEM 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. 2. ANTHEM 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. 3. ANTHEM shall cover and pay for the facility charges resulting from the emergency services and care of an ANTHEM 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. 4. ANTHEM shall cover and pay for the facility charges and the medical professional services required for the emergency services and care of an ANTHEM member with an excluded diagnosis or an ANTHEM member whose condition does not meet MHP medical necessity criteria and such services and care do not result in the admission of the member for psychiatric inpatient hospital services. 5. Payment for the professional services of a mental health specialist required for the emergency services and care of an ANTHEM member with an excluded diagnosis is the responsibility of ANTHEM.
10. Member and Provider Education	MHP and ANTHEM, will coordinate and determine the training requirements for member and provider access to MHP and ANTHEM covered mental health services.	ANTHEM and the MHP, if necessary, will coordinate and determine the training requirements for member and provider access to MHP and ANTHEM covered mental health services.

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11. Grievances and Appeals	1. MHP will share with ANTHEM the established process for members and providers to register grievances/complaints regarding any aspect of the mental health care services. 2. MHP will ensure that the ANTHEM members and providers are given an opportunity for reconsideration and appeal for denied, modified or delayed services. 3. MHP will ensure that the ANTHEM members receive specialty mental health services and prescription drugs while the dispute is being resolved.	1. ANTHEM 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. 2. ANTHEM liaison will coordinate and share the established complaint and grievance process for its ANTHEM MHP members with the MHP. 3. ANTHEM will ensure that members and providers are given an opportunity for reconsideration and an appeal for denied, modified or delayed services. 4. ANTHEM will ensure that medically necessary services continue to be provided to members while the dispute is being resolved.

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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 twenty-four (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.	1. ANTHEM will arrange and pay for transportation of members needing medical transportation from: a. The emergency room for medical evaluation. b. A psychiatric inpatient hospital to a medical inpatient hospital required to address the member's change in medical condition. c. A medical inpatient hospital to a psychiatric inpatient hospital required to address the member's change in psychiatric condition. 2. ANTHEM will cover and pay for all medically necessary emergency 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. 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*. 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 5. ANTHEM will cover all nonemergency medical transportation, necessary to obtain program covered services 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. b. Transportation shall be authorized only to the nearest facility capable of meeting the patient's medical needs. 6. ANTHEM will cover and pay for medically necessary non-emergency medical transportation services when prescribed for an ANTHEM member by the MHP when authorization is obtained. 7. ANTHEM will maintain a policy of non-discrimination regarding members with mental disorders who require access to any other transportation services provided by ANTHEM.

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13. Consultation	1. MHP encourages the use of the consultation by MHP providers with ANTHEM 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. 2. For those ANTHEM members who are excluded from MHP services, MHP will provide clinical consultation and training to the ANTHEM PCPs, other Licensed Mental Health Professionals and/or ANTHEM staff on the following topics: a. Recommended physical healthcare-based treatment for diagnosed conditions. b. Complex diagnostic assessment of mental disorders (e.g., multiple co-occurring diagnosis, atypical symptom patterns). c. Treatment of stabilized but serious and debilitating mental disorders. d. Complex psychotropic medications practices (medication interactions, polypharmacy, use of novel psychotropic medication). e. Treatment of complicated sub-syndrome psychiatric symptoms. f. Treatment of psychiatric symptoms precipitated by medications used to treat medical conditions. g. Treatment of outpatient mental health services that are within the ANTHEM PCP's scope of practice.	1. PCP providers will be available to consult with MHP and MHP providers about ANTHEM 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. 2. For those ANTHEM members who meet MHP medical necessity criteria and whose psychiatric symptoms will be treated by an MHP provider, ANTHEM and/or PCP will provide consultation to MHP providers and/or MHP staff on the following topics: a. Acquiring access to covered ANTHEM medical services. b. Treatment of physical symptoms precipitated by medications used to treat mental disorders. c. Treatment of complicated sub-syndrome medical symptoms. d. Complex medication interactions with medications prescribed by PCP not commonly used in psychiatric specialty practice.

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

MEETING DATE: September 1, 2020	**TYPE OF AGENDA ITEM:** ☐Regular ☐Timed ☒Consent

DEPARTMENT: Behavioral Health
APPROVING PARTY: Lea Salas, Administrative Director
PHONE NUMBER: (530) 993-6746

AGENDA ITEM: Addendum to the Memorandum of Understanding Amendment between Blue Cross of California Partnership Plan, Inc. (ANTHEM) and Sierra County Division of Behavioral Health Plan Mental Health 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

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:

_____ _____
CLERK TO THE BOARD DATE

Memorandum

To: Sierra County Board of Supervisors
From: Lea Salas, Administrative Director
Reference: Agenda Item
Date of memo: August 21, 2020
Date of Board Meeting: September 1, 2020

Requested Action: Addendum to the Memorandum of Understanding Amendment between Blue Cross of California Partnership Plan, Inc. (ANTHEM) and Sierra County Division of Behavioral Health Plan Mental Health Services

Mandated by: Managed Care Final Rule, Title 22, CCR

Funding
Budgeted? YesX No

Revenue		
Expenses		
Difference	0	

Background Information: This is an addendum to the MOU between Blue Cross of California Partnership Plan, Inc. (ANTHEM) and Sierra County for coordination of services. This addendum delineates the specific roles and responsibilities by ANTHEM 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 THE MEMORANDUM OF UNDERSTANDING AMENDMENT BETWEEN BLUE CROSS OF CALIFORNIA PARTNERSHIP PLAN, INC. (ANTHEM) AND SIERRA COUNTY DIVISION OF BEHAVIORAL HEALTH PLAN MENTAL HEALTH SERVICES

This MEMORANDUM OF UNDERSTANDING (MOU) Amendment is made and entered into as of this day _____, 2020, by and between the County of [SIERRA COUNTY], a political subdivision of the State of California, on behalf of [SIERRA COUNTY] County Behavioral Health Services State contracted Mental Health Plan (hereinafter referred to as MHP) and Blue Cross of California Partnership Plan, Inc. (hereinafter referred to as ANTHEM) in order to implement certain provisions of Title 9 of the California Code of Regulations, Chapter 11 (Medi-Cal Specialty Mental Health Services). The MOU and amendments may be terminated by either party by giving at least 10 days written notice to the other party. Written notices under this MOU will be to the following:

SIERRA COUNTY BEHAVIORAL HEALTH SERVICES
704 Mill St.
Loyalton, CA 96118

ANTHEM
120 S. Via Merida
Thousand Oaks, CA 91362

This Addendum is an addendum to the signed Memorandum of Understanding (MOU) between SIERRA COUNTY, Department of Behavioral Health (hereinafter referred to as MHP)] and Blue Cross of California Partnership Plan, Inc. (hereinafter referred to as the "ANTHEM"). The purpose of the Addendum is to describe the responsibilities of the MHP and ANTHEM for coordination of Medi-Cal alcohol and other drug services for Plan Members served by both parties in [COUNTY NAME] County under the Department of Health Care Services (DHCS) Medi-Cal Managed Care Program.

This Addendum delineates the specific roles and responsibilities by ANTHEM and MHP for screening, referral, coordination and delivery of alcohol and other drug services for Plan Medi-Cal Members, 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 ANTHEM'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 ANTHEM, effective July 1st 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, ANTHEM is required to execute a Memorandum of Understanding (MOU) with county departments for alcohol and substance use disorder treatment (SUD) services.

TERMS

This Addendum shall commence on [insert date] and shall continue under the terms of the existing MOU.

OVERSIGHT RESPONSIBILITIES OF PLAN AND MHP

1. ANTHEM has responsibility to work with the MHP to ensure 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 MHP, as will any actions required to identify and resolve any issues or problems that arise.

2. The MHP 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. ANTHEM and MHP will formulate a multidisciplinary clinical team oversight process for clinical operations: screening, assessment, referrals, care management, care coordination, and exchange of medical information. ANTHEM and MHP will determine the final composition of the multidisciplinary teams to conduct this oversight function.

4. ANTHEM and the MHP will designate as appropriate and when possible the same staff to conduct tasks associated within the oversight and multidisciplinary clinical teams.

SPECIFIC ROLES AND RESPONSIBLITIES

A. Screening, Assessment and Referral

1. Determination of Medical Necessity
   a. The MHP 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. ANTHEM will be responsible for determining medical necessity as it relates to covered health care benefits, as outlined in 22 CCR51303(a).

   c. ANTHEM 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. ANTHEM and MHP shall develop and agree to written policies and procedures regarding agreed-upon screening, assessment and referral processes.

   b. The MHP will have available to the community and to their providers the current version of the American Society of Addiction Medicine (ASAM) Patient Placement Criteria (PPC Adult & Adolescent) crosswalk 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. ANTHEM providers will ensure a substance use, physical, and mental health screening, including ASAM Level 0.5 SBIRT services for Members, is available.

d. ANTHEM shall identify individuals requiring alcohol and or substance abuse treatment services

3. Referrals

a. ANTHEM and MHP shall develop and agree to written policies and procedures regarding referral processes and tracking of referrals, including the following:

i. The MHP will accept referrals from Plan 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. ANTHEM accepts referrals from MHP staff, providers and Members' self-referral for physical health services.

B. Care Coordination

1. ANTHEM and MHP will develop and agree to policies and procedures for coordinating health care for Members enrolled in ANTHEM and receiving alcohol and other drug services through MHP.

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 ANTHEM and MHP protocols.

3. Coordination of care for alcohol and other drug treatment provided by MHP shall occur in accordance with all applicable federal, state and local regulations.

4. ANTHEM and MHP 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 MHP and ANTHEM representatives.

7. ANTHEM will assist Members in locating available treatment service sites. To the extent that treatment slots are not available within ANTHEM service area, Plan shall pursue placement outside of the area.

8. ANTHEM will coordinate services between the primary care providers and the treatment programs

C. Information Exchange

ANTHEM and MHP 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.

ANTHEM and MHP 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 ANTHEM and MHP will have policies and procedures to address quality improvement requirements and reports.

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

E. Dispute Resolution Process

At this time, ANTHEM and MHP 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 MHP must ensure that Members will be able to access services for urgent or emergency services 24 hours per day, 7 days a week.

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

G. Provider and Member Education

ANTHEM and MHP shall determine the requirements for coordination of Member and provider information about access to Plan and MHP covered services to increase navigation support for Members 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 MHP and ANTHEM.

The parties hereto have caused this Addendum to be executed by their duly authorized representatives, effective [insert date].

Name (print): _____

Title: _____

Signature: _____

Date: _____

[SIERRA COUNTY] County Behavioral Health Division

Name (print): Barsam Kasravi, MD

Title: Plan President

Signature: _____

Date: 8/5/21

Blue Cross of California Partnership Plan, Inc.

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

MEETING DATE: September 1, 2020	**TYPE OF AGENDA ITEM:** ☐Regular ☐Timed ☒Consent

DEPARTMENT: Behavioral Health
APPROVING PARTY: Lea Salas, Administrative Director
PHONE NUMBER: (530) 993-6746

AGENDA ITEM: Resolution Assigning Lea Salas, Administrative Director of Behavioral Health, or Designee to attend Continuum of Care Executive Board Meetings and Monthly Meetings

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

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:

_____ _____
CLERK TO THE BOARD DATE

Memorandum

To: Sierra County Board of Supervisors
From: Lea Salas, Administrative Director
Reference: Agenda Item
Date of memo: August 24, 2020
Date of Board Meeting: September 1, 2020

Requested Action: Resolution Assigning Lea Salas, Administrative Director of Behavioral Health, or Designee to attend Continuum of Care Executive Board Meetings and Monthly Meetings

Mandated by:

Funding
Budgeted? YesX No

Revenue		
Expenses		
Difference		

Background Information: The NorCal Continuum of Care ("CoC") is an organization consisting of government agencies, non-profits, faith-based groups, and individuals who have an interest in homeless issues in the counties of Del Norte, Lassen, Modoc, Plumas, Shasta, Sierra and Siskiyou.

Shasta has agreed to be the lead agency. The CoC has designated Shasta to operate the CoC's Homeless Management Information System ("HMIS") on behalf of the COC as the lead agency.

The software (HMIS) provides the county a mean to track homelessness within its borders which may be used to provide funding opportunities that are offered throughout the CoC and HUD housing. This coalition evaluates the funding opportunities and makes recommendations on which ones will be applicable to individualized county needs.

One of the responsibilities of Sierra is to assign a staff member to attend CoC Executive Board meetings and CoC monthly meetings. It is recommended that Sierra County assign Lea Salas, Administrative Director of Behavioral Health, or designee, to attend these meetings.

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 ASSIGNING LEA SALAS, THE ADMINISTRATVE DIRECTOR OF BEHAVIORAL HEALTH, OR DESIGNEE TO ATTEND CONTINUUM OF CARE EXECUTIVE BOARD MEETINGS AND MONTHLY MEETINGS.

WHEREAS, The NorCal Continuum of Care ("CoC") is an organization consisting of government agencies, non-profits, faith-based groups, and individuals who have an interest in homeless issues in the counties of Del Norte, Lassen, Modoc, Plumas, Shasta, Sierra and Siskiyou;

WHEREAS, The CoC has designated Shasta to operate the CoC's Homeless Management Information System ("HMIS") on behalf of the COC as the lead agency

WHEREAS, The software (HMIS) provides the county a mean to track homelessness within its borders which may be used to provide funding opportunities that are offered throughout the CoC and HUD housing. This coalition evaluates the funding opportunities and makes recommendations on which ones will be applicable to individualized county needs

WHEREAS, one of the responsibilities of Sierra is to assign a staff member to attend CoC Executive Board meetings and CoC monthly meetings,

NOW THEREFORE BE IT RESOLVED, the Sierra County Board of Supervisors assigns Lea Salas, Administrative Director of Behavioral Health, or designee, to attend CoC Executive Board meetings and attend CoC monthly meetings.

ADOPTED by the Board of Supervisors of the County of Sierra, State of California on the 1st day of September, 2020, by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

_____
JIM BEARD
Chairman, Board of Supervisors

_____
Date

ATTEST:

_____
HEATHER FOSTER
Clerk of the Board

APPROVED AS TO FORM:

_____
DAVID PRENTICE
County Counsel

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

MEETING DATE: September 1, 2020	**TYPE OF AGENDA ITEM:** ☐Regular ☐Timed ☒Consent

DEPARTMENT: Planning Department
APPROVING PARTY: Tim H. Beals, Director
PHONE NUMBER: 530-289-3201

AGENDA ITEM: Agreement for Indemnification and Reimbursement for Extraordinary Costs for Jill L. Curran and Sattley 89 Ranch, LLC, Applicant and Landowner for a Williamson Act Contract for Sierra County Assessor's Parcel Number 013-070-007.

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:

_____ _____
CLERK TO THE BOARD DATE

AGREEMENT FOR INDEMNIFICATION AND REIMBURSEMENT FOR EXTRAORDINARY COSTS

("The Agreement")

SHADED AREAS FOR OFFICE USE ONLY

Jill L. Curran ("APPLICANT") and Sattley 89 Ranch, LLC ("LANDOWNER"), collectively referred to as "the APPLICANT" have applied to the County of Sierra, a political subdivision of the State of California, **Sierra** ("the County") for:

Williamson Act Contract

("the Project")

(APN) 013-070-0070

TERMS AND CONDITIONS

1. Conditions to the Project Approval: All approvals, permits and consents for the project by the County shall only become effective, and are expressly conditioned upon performance by the APPLICANT, and if a separate party, by the LANDOWNER, upon the following:

1.1 Full performance of all conditions imposed in connection with the applicable permit or the Project approved.

1.2 Posting of any fees for CEQA review required by the California Department of Fish & Wildlife pursuant to AB 3158, in the amount of $2,406.75 for a Negative Declaration, and $3,343.25 for an Environmental Impact Report.

1.3 Full performance of the terms and conditions hereof.

1.4 Compliance with all required mitigation measures of an approved environmental document for the application project.

1.5 Security Deposits (if required) for fulfillment of any conditions.

2. Terms of Agreement: The terms of this Agreement consist of:

2.1 This Indemnification and Reimbursement Agreement facing sheet

2.2 The conditions for charging Extraordinary Costs attached as Exhibit A

2.3 The Additional Terms attached as Exhibit B

2.4 The General Provisions attached as Exhibit C

2.5 Notices and Supplemental Terms attached as Exhibit D

This Agreement is entered into as of _____, 2020.

APPLICANT

(Signature)

Jill L. Curran

(Type or print name)

LANDOWNER

Jill L Curran for Sattley 89 Ranch LLC

(Signature)

Jill L. Curran, Sattley 89 Ranch LLC Mem/Mgr

(Type or print name)

COUNTY

James Beard, Chair
Sierra County Board of Supervisors

APPROVED AS TO FORM:

David Prentice
County Counsel

ATTEST:

Heather Foster
Clerk of the Board

CONDITIONS FOR CHARGING
EXTRA COSTS
EXHIBIT "A"

A.1 BACKGROUND

The County of Sierra is authorized to charge for the actual costs of processing land use permits including all staff and administration and County Counsel time actually expended on the Project. While the County has previously established a schedule of fees for normal permit processing, there are times when the permit fees do not cover the costs incurred by the County for applications requiring significant amounts of staff and/or counsel time and/or in retaining consultants who may need to be retained in conjunction with the processing of an application that is filed with the County. In the event that the processing of an application for a permit, general plan amendment and/or rezoning of property requires, in the judgment of the Planning Department, more than the customary amount of time allocated to a type of application and/or results in the County retaining an outside consultant or consultants (including without limitation incurring fees for counsel), addition fees will be charged to cover the costs incurred by the County. The following events or circumstances (referred to as "Extraordinary Events") are examples (without limitation) of the circumstances that may give rise to extra costs:

A.1.1 Incomplete or inaccurate information provided by an APPLICANT;
A.1.2 A change in an application by means of an amendment, correction or otherwise;
A.1.3 Opposition to a project;
A.1.4 Submission of a controversial application, whether or not specifically or initially opposed;
A.1.5 An appeal of a land use decision;
A.1.6 Non-compliance in whole or in part by an APPLICANT with a condition of an application, a permit or a planning or building department request;
A.1.7 Delays in processing caused in part by the APPLICANT or the latter's agents;
A.1.8 Unique, novel or irregular applications or requests by an APPLICANT;
A.1.9 Other circumstances or events which increase the workload of County staff to process an application.
A.1.10 Hiring of outside consultants

A.2 NOTICE OF EXTRAORDINARY EVENT AND REQUEST FOR DEPOSIT

In the event that one or more Extraordinary Events arise or are reasonably foreseen, the Director of Planning may give written notice thereof to the APPLICANT together with a request for deposit of Extraordinary Costs ("Costs") [Exhibit B - Provision 1.1].

A.3 SUBMISSION OF DEPOSIT

Upon receipt of such Notice, APPLICANT shall have ten (10) days to deposit the sums so requested. Failure to comply with a deposit request shall be governed by Exhibit B - Provision 1-6.

A.4 RIGHT OF WITHDRAWAL

Extraordinary Costs, the APPLICANT has the right to withdraw or abandon APPLICANT's project and/or application without incurring any further costs beyond those incurred to the date of receipt by the Director of Planning of the Notice to Withdraw or Abandon the Application.

A.5 OBLIGATION AFTER DEPOSIT

In the event APPLICANT deposits the costs requested, the County shall proceed or continue with application processing and APPLICANT shall be responsible for the costs as billed, whether or not the latter are covered by or included in the Deposit.

A.6 FURTHER TERMS AND CONDITIONS

The use of the Deposit, responsibility for costs and the further terms and conditions of this Agreement are as set forth in Exhibits B and C and, if applicable, Exhibit D hereof.

A.7 EXTRAORDINARY COST SCHEDULE

Extraordinary Costs include:

Planning staff -	$65 per hour [per Resolution # 2005-064]
County Counsel -	At cost
County Counsel Staff -	$20 per hour
Special Counsel -	As billed to County
Consultants -	As billed to County
Other Costs -	As authorized by County Ordinance or Resolution

TERMS
EXHIBIT "B"

B.1 DEPOSIT.

B.1.1 "INITIAL DEPOSIT." APPLICANT shall provide funds in the amount set forth in the "Notice of Extraordinary Costs" in the form of a check made payable to the "SIERRA COUNTY TREASURER".

B.1.2 INCREMENTAL DEPOSITS. The COUNTY may request deposits in advance of expenditures or obligations for expenditures. With the exception of the requirements of Provision B.2, APPLICANT shall only be liable for the amount of costs actually incurred by the COUNTY to the date of the request for additional deposits. No individual deposit request (exclusive of deposit on consulting contracts) shall exceed $25,000 without APPLICANT's prior written authorization or assent.

B.1.3 ADDITIONAL DEPOSITS. If the deposit or any increases therein is inadequate to pay for Costs actually incurred by the COUNTY, APPLICANT will be notified immediately of the need to supplement the deposit. The APPLICANT shall only be contractually obligated to pay or to increase deposits beyond that which it otherwise agrees up to the limitation set forth in Provision B.2 below.

B.1.4 USE OF DEPOSITS. The Initial Deposit constitutes an initial estimate of Extraordinary Costs associated with processing the Application and the initial study. The use of the Initial Deposit funds and all future deposits shall include costs of administrative review, consulting fees, legal review, and any other actual costs incurred in support of the Application processing and any applicable environmental review of the Project (collectively referred to as "Costs".) Costs include those expenses incurred on the Project from its inception. Credit shall be given for any standard application permit fee paid by APPLICANT. Further, deposit will be required in the full amount of any contract or contracts for consulting services. Costs shall include the total dollar amount of all COUNTY personnel time (computed on the basis of hours spent multiplied by the salary and benefit rate paid by the COUNTY to such individual(s)), all fees and costs charged by outside consultants and contract personnel, amounts expended for photo copies, telephone calls, FAX charges, postage, trip expenses (gas, meals, lodging, parking, transportation) and any and all other costs incurred or expended by the COUNTY in direct connection with the Project.

B.1.5 DRAW DOWN OF DEPOSIT. On a monthly basis, or on such other time intervals as the Director of the PLANNING DEPARTMENT may deem appropriate, Costs incurred shall be deducted from the Deposit and an accounting of the status of the Deposit shall be provided to the APPLICANT. In the case of Costs expended against billings from outside consultants, the amount of such billing statements shall be provided to the APPLICANT. The APPLICANT shall not be entitled to any detail revealing the substantive contents or "detail of billings" pertaining to legal advisement to the COUNTY by contract attorneys or County Counsel, but shall be entitled to an accounting of the total amounts paid to such attorneys or reimbursement to the COUNTY General Fund, as the case pertains.

B.1.6 FAILURE TO MAKE DEPOSITS. In the event that APPLICANT does not make deposits as requested pursuant to the terms hereof, the processing of the Application may be suspended by the COUNTY. The refusal or failure to make a requested deposit within sixty (60) days after request shall constitute an abandonment of the Project by the APPLICANT and shall terminate all processing of the Application. The COUNTY shall not be liable for such termination and APPLICANT hereby indemnifies and holds the COUNTY harmless from any and all claims arising out of such termination including those of APPLICANT. Any request for deposit or payment to the COUNTY must be made in writing and mailed or telefaxed, in accord with "Notices" set forth on Exhibit "A". The APPLICANT shall have ten (10) working days from the date of mailing and telefaxing within which to remit the amount requested before the COUNTY may exercise the remedies for "Failure to make Deposits" set forth herein. Any delay in providing deposits or payments by APPLICANT as requested after the ten (10) days specified herein shall toll any time periods required for document processing by the COUNTY, including those under the Permit Streamlining Act, for the period of time equal to the date of the request for deposit to the date of receipt of the requested deposit minus the ten (10) day performance period ("the Delay Time") if the Delay Time is ten (10) calendar days or less. If the delay exceeds ten (10) calendar days beyond the ten (10) day performance time, then the tolling period shall be equal to the Delay Time plus thirty (30) days.

B.1.7 DEPOSITS IN EXCESS OF COSTS. If the actual Cost of the Application and environmental review is less than the deposit, the excess amount will be returned to the APPLICANT or applied toward subsequent phases of environmental review on the APPLICANT's Project or any subsequent projects at the option of the APPLICANT, including the Costs of the EIR or any supplemental environmental reviews. If APPLICANT includes both an APPLICANT and LANDOWNER, both must give joint signed instructions for handling funds.

B.2 OBLIGATION FOR COSTS.

APPLICANT is responsible for all Extraordinary Costs in connection with Application processing and all necessary environmental review processing. In the event that the Extraordinary Costs exceed or are in the opinion of the Director of the PLANNING DEPARTMENT expected to exceed the amount of deposit as set forth in Provision 1 above, the COUNTY may request an additional deposit to cover such Costs or may bill APPLICANT for Costs accrued but unpaid, or both. In the event that APPLICANT objects to making any further payments or deposits, APPLICANT shall only be contractually obligated up to an amount not to exceed twenty percent (20%) over the initial deposit (referred to as "Cost Overruns"). In the event that APPLICANT refuses to make deposits or to pay cost incurred, the COUNTY may close the Project application processing and may seek recovery from the Undersigned for the costs incurred and the party's rights and responsibilities shall be governed under Provision B.1.6 ("Failure to Make Deposits") above.

B.3 PROJECT ACCOUNTING.

The COUNTY shall maintain books and records necessary to track all costs associated with the Project, and to account for all sums deposited and/or paid by the APPLICANT, which records may be inspected in the PLANNING DEPARTMENT by the APPLICANT, a report of which shall be provided to APPLICANT on a monthly basis.

B.4 LEGAL DEFENSE.

In the event that any litigation is initiated by any third party in which the COUNTY is named in any capacity arising out of or in connection with the Project, APPLICANT agrees to defend the COUNTY and at the COUNTY's request to appear and represent it at APPLICANT's sole cost and expense; **provided however, that APPLICANT shall not be obligated to defend or indemnify the COUNTY against any claims, actions or litigation arising out of damages, personal injury or death caused by the COUNTY's negligence or willful misconduct.** (The foregoing shall not limit the right of the COUNTY to appear and defend against any or all issues or causes of action.)

B.5 INDEMNIFICATION.

The Undersigned, jointly and severally, do(es) indemnify and agree to hold harmless the County, its Officers, Agents, and employees from and against any and all costs, claims, damages, judgments, or payments in compromise and settlement, including therein all direct and administrative costs, attorneys' fees including county counsel or special counsel fees incurred with respect to any action to attack, set aside, void, or annul any approvals or denials by the County, arising out of or in connection with the Project, whether by way of court action or administrative proceeding. In the event that any action is filed, including but not limited to notice of administrative appeal, summons and complaint, or writ proceeding (collectively referred to as "Action"), the County may request and the Undersigned shall make a deposit in the amount requested by the Director of Public Works, in the initial amount of which shall not exceed ten thousand dollars ($10,000) to cover initial cost and fees, and shall replenish the deposit on an ongoing basis as may be requested during the ongoing proceedings, if any. In the event that actual costs are less than the sums deposited, the unused balance shall be returned to the Undersigned by warrant made payable to APPLICANT and LANDOWNER as they mutually advise in writing. In the event that the Undersigned fails or refuses to make deposits as requested hereunder, in addition to any and all remedies in law or equity, the County may cease to proceed with any administrative action, any affirmative action, or refuse or abstain from defense of any such action and/or may enter into any stipulation, the results of which voids, retracts or restricts the Project or any permit or entitlement pertaining to the Project.

GENERAL PROVISIONS
EXHIBIT "C"

C.1 INTERPRETATION AND ENFORCEMENT.

C.1.1 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.

C.1.2 ASSIGNMENT. This Agreement constitutes a personal contract and no party hereto shall assign or transfer this Agreement, or any part thereof, without the prior written consent of the other(s), unless such transfer is otherwise expressly permitted hereby.

C.1.3 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.

C.1.4 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.

C.1.5 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 fee, 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.

C.1.6 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.

C.1.7 DEFINITIONS. Unless otherwise provided in this Agreement, or unless the context otherwise requires, the following definitions and rules of construction shall apply herein.

> **C.1.7.1 NUMBER AND GENDER.** In this Agreement, the neuter gender includes the feminine and masculine, and the singular includes the plural, the word "person" includes corporations, partnerships, firms or associations, wherever the context so requires.
>
> **C.1.7.2 MANDATORY AND PERMISSIVE.** "Shall" and "will" and "agrees" are mandatory. "May" is permissive.

C.1.8 TERM INCLUDES EXTENSIONS. All references to the term of this Agreement or the Agreement Term shall include any extensions of such term.

C.1.9 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.

C.1.10 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.

C.1.11 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.

C.1.12 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.

C.1.13 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.

C.1.14 JURISDICTION. 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.

C.1.15 CONTROLLING LAW. The validity, interpretation and performance of this Agreement shall be controlled by and construed under the laws of the State of California.

C.1.16 INCORPORATION OF EXHIBITS. All exhibits mentioned herein and attached hereto are specifically incorporated herein by this reference and made a part of this Agreement.

C.1.17 TIME IS OF THE ESSENCE. Time is of the essence of this Agreement and each covenant and term a condition herein.

C.1.18 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 have been fully complied with. 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. Both APPLICATION and LANDOWNER shall be jointly and severally responsible and liable for performance hereunder.

C.1.19 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 a Section 107.6 of the California Revenue and Taxation Code, this recital shall be deemed full compliance by the County of Sierra. 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.

NOTICE AND SUPPLEMENTAL TERMS
Exhibit "D"

D.1 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":

Chairman, Board of Supervisors
County of Sierra
Post Office Drawer D
Downieville, California 95936

With a copy to:

County Counsel
County of Sierra
Post Office Drawer D
Downieville, CA 95936

If to "APPLICANT":

APPLICANT:

_____
_____
_____
_____

With a copy to:

_____
_____
_____
_____

LANDOWNER:

_____
_____
_____
_____

_____
_____
_____
_____

D.2 SUPPLEMENTAL TERMS.

none

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

MEETING DATE: September 1, 2020	**TYPE OF AGENDA ITEM:** ☐Regular ☐Timed ☒Consent

DEPARTMENT: Public Works and Transportation
APPROVING PARTY: Tim H. Beals, Director
PHONE NUMBER: 530-289-3201

AGENDA ITEM: Authorize Road Department purchas of the Downieville Fire Department former fire chief pick-up truck, a 2000 Ford F-350 with a 7.3 Diesel Engine, in the amount of $2,500.00.

SUPPORTIVE DOCUMENTS ATTACHED: ☐Memo ☐Resolution ☐Agreement ☒Other

BACKGROUND INFORMATION: This truck is good for towing and will be utilized as a plow truck for Downieville.

FUNDING SOURCE: 031 (Road)
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:

_____ _____
CLERK TO THE BOARD DATE

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

MEETING DATE: September 1, 2020	**TYPE OF AGENDA ITEM:** ☐Regular ☐Timed ☒Consent

DEPARTMENT: Public Works and Transportation
APPROVING PARTY: Tim H. Beals, Director
PHONE NUMBER: 530-289-3201

AGENDA ITEM: Authorize purchase and payment of purchase order in the amount of $13,700 to Tire Service International for TC-710 Baler, Gas Engine, for bundling of aluminum and plastic (1s & 2s) out of 19-21 Beverage Recycling Grant.

SUPPORTIVE DOCUMENTS ATTACHED: ☐Memo ☐Resolution ☐Agreement ☒Other
Quote

BACKGROUND INFORMATION: The cost to Sierra County to ship out comingled recycling is $160/ton. If it is shipped as trash it costs $60.00 a ton. Baling aluminum and CRV plastic (1 and 2) and hauling to Truckee ourselves would net $3200 per ton, so there would be an actual collection for the recycling. This will be a major improvement to the recycling program in Sierra County and reduce the waste stream. The baler should pay for itself in the first six months.

FUNDING SOURCE: Beverage Recycling Grant 19/20
GENERAL FUND IMPACT: No General Fund Impact
OTHER FUND: Solid Waste
AMOUNT: $13,700 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:

_____ _____
CLERK TO THE BOARD DATE

Quote

TIRE SERVICE INTERNATIONAL
3451 S 40th Street. Phoenix. AZ 85040
(602) 437 5020 Sales@buytsi.com

Date	Quote #
8/24/2020	483

Name / Address	Ship To
Sierra County Billy Epps PO Box 98 Downieville, CA 95936	Sierra County 100 Garbage Pit Rd Loyalton, CA 96118

Terms	Ship Method	Ship to Email	Rep
Net 30	Best Way	Bepps@sierracounty.ca.gov	AS

Item	Description	Qty	U/M	Cost	Total
TC-710 Gas	TC-710 Baler, Gas Engine	1	Ea	12,200.00	12,200.00
Prepaid Freight	Prepaid Freight	1	Ea	1,500.00	1,500.00

Total $13,700.00

RECYCLING IN
SIERRA COUNTY IS BACK!
RESIDENTS SHOULD SEPARATE SOLID WASTE AGAIN!

Sierra County is resuming standard recycling collection on Monday, September 14, 2020.

As a friendly reminder, please only recycle the following items:

- Plastic jugs, plastic bottles, and plastic jars (plastics #1 and #2 only, clean!)

- Cardboard

- Aluminium Cans

All materials must be clean and dry with no food residue.

Due to COVID-19 Protocols, Transfer Station Attendants cannot directly handle items that are not placed within the plastic bags or containers.

Co-mingled Recycling and glass recycling is not available at this time.

We thank all Sierra County Residents for their patience and understanding.

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

MEETING DATE: September 1, 2020	**TYPE OF AGENDA ITEM:** ☐Regular ☐Timed ☒Consent

DEPARTMENT: Public Works and Transportation
APPROVING PARTY: Tim H. Beals, Director
PHONE NUMBER: 530-289-3201

AGENDA ITEM: Cooperative Agreement with State of California Department of Transportation relative to the installation of a Gabion wall along State Route 49 at Belle Street to repair 2017 storm damage.

SUPPORTIVE DOCUMENTS ATTACHED: ☐Memo ☐Resolution ☐Agreement ☒Other

BACKGROUND INFORMATION: This project is within the Caltrans right of way and it will also be affecting the traffic flow on State Route 49. The agencies (Sierra County and State of California) are authorized and required to enter into a cooperative agreement for a project of this type on the State Highway System per the California Streets and Highways Code, Sections 114 and 130. At time of submittal agreement is still in draft form.

FUNDING SOURCE: FEMA
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:

_____ _____
CLERK TO THE BOARD DATE

COOPERATIVE AGREEMENT COVER SHEET

Work Description

INSTALLATION OF GABIAN WALL ALONG SR49 AT BELLE STREET TO REPAIR 2017 STORM DAMAGE

Contact Information

CALTRANS

Christopher Ladeas, Project Manager

703 B Street

Marysville, CA 95901

Office Phone: (530) 701-1305

Email: christopher.ladeas@dot.ca.gov

COUNTY OF SIERRA

Bryan Davey, Deputy Director of Transportation

P.O. Box 98

Downieville, CA 95936

Office Phone: (530) 289-3201

Email: bdavey@sierracounty.ca.gov

COOPERATIVE AGREEMENT

This AGREEMENT, effective on _____, is between the State of California, acting through its Department of Transportation, referred to as CALTRANS, and:

County of Sierra, a political subdivision of the State of California, referred to hereinafter as COUNTY.

An individual signatory agency in this AGREEMENT is referred to as a PARTY. Collectively, the signatory agencies in this AGREEMENT are referred to as PARTIES.

RECITALS

1. PARTIES are authorized to enter into a cooperative agreement for improvements to the State Highway System per the California Streets and Highways Code, Sections 114 and 130.

2. For the purpose of this AGREEMENT, installation of a Gabion wall along SR49 at Belle Street to repair 2017 storm damage will be referred to hereinafter as PROJECT. The PROJECT scope of work is defined in the Design Engineering Evaluation Report (DEER).

3. All obligations and responsibilities assigned in this AGREEMENT to complete the following PROJECT COMPONENTS will be referred to hereinafter as WORK:

   - PLANS, SPECIFICATIONS, AND ESTIMATE (PS&E)
   - RIGHT-OF-WAY
   - CONSTRUCTION

   Each PROJECT COMPONENT is defined in the CALTRANS Workplan Standards Guide as a distinct group of activities/products in the project planning and development process.

4. The term AGREEMENT, as used herein, includes this document and any attachments, exhibits, and amendments.

   This AGREEMENT is separate from and does not modify or replace any other cooperative agreement or memorandum of understanding between the PARTIES regarding the PROJECT.

   PARTIES intend this AGREEMENT to be their final expression that supersedes any oral understanding or writings pertaining to the WORK. The requirements of this AGREEMENT will preside over any conflicting requirements in any documents that are made an express part of this AGREEMENT.

   If any provisions in this AGREEMENT are found by a court of competent jurisdiction to be, or are in fact, illegal, inoperative, or unenforceable, those provisions do not render any or all other AGREEMENT provisions invalid, inoperative, or unenforceable, and those provisions will be automatically severed from this AGREEMENT.

   Except as otherwise provided in the AGREEMENT, PARTIES will execute a written amendment if there are any changes to the terms of this AGREEMENT.

   PARTIES agree to sign a CLOSURE STATEMENT to terminate this AGREEMENT. However, all indemnification, document retention, audit, claims, environmental commitment, legal challenge, maintenance and ownership articles will remain in effect until terminated or modified in writing by mutual agreement or expire by the statute of limitations.

5. The following work associated with this PROJECT has been completed or is in progress:

   - Environmental was completed by COUNTY under the DEER process, no Cooperative Agreement.

6. In this AGREEMENT capitalized words represent defined terms, initialisms, or acronyms.

7. PARTIES hereby set forth the terms, covenants, and conditions of this AGREEMENT.

RESPONSIBILITIES

Sponsorship

8. A SPONSOR is responsible for establishing the scope of the PROJECT and securing the financial resources to fund the WORK. A SPONSOR is responsible for securing additional funds when necessary or implementing PROJECT changes to ensure the WORK can be completed with the funds obligated in this AGREEMENT.

   PROJECT changes, as described in the CALTRANS Project Development Procedures Manual, will be approved by CALTRANS as the owner/operator of the State Highway System.

9. COUNTY is the SPONSOR for the WORK in this AGREEMENT.

Implementing Agency

10. The IMPLEMENTING AGENCY is the PARTY responsible for managing the scope, cost, schedule, and quality of the work activities and products of a PROJECT COMPONENT.

    - COUNTY is the Plans, Specifications, and Estimate (PS&E) IMPLEMENTING AGENCY.

      PS&E includes the development of the plans, specifications, and estimate; obtaining any resource agency permits; and the advertisement/award of the construction contract.

    - COUNTY is the RIGHT OF WAY IMPLEMENTING AGENCY

      RIGHT OF WAY includes coordination with utility owners for the protection, removal, or relocation of utilities; the acquisition of right-of-way interests; and post-construction work such as right-of-way monumentation/recordation, relinquishments/vacations, and excess land transactions. The RIGHT OF WAY component budget identifies the cost of the capital costs of right-of-way acquisition (RIGHT-OF-WAY CAPITAL) and the cost of the staff work in support of the acquisition (RIGHT-OF-WAY SUPPORT).

    - COUNTY is the CONSTRUCTION IMPLEMENTING AGENCY.

      CONSTRUCTION includes construction contract administration, surveying/staking, inspection, quality assurance, and assuring regulatory compliance. The CONSTRUCTION component budget identifies the capital costs of the construction contract/furnished materials (CONSTRUCTION CAPITAL) and the cost of the staff work in support of the construction contract administration (CONSTRUCTION SUPPORT).

11. The IMPLEMENTING AGENCY for a PROJECT COMPONENT will provide a Quality Management Plan (QMP) for the WORK in that component. The QMP describes the IMPLEMENTING AGENCY's quality policy and how it will be used. The QMP will include a process for resolving disputes between the PARTIES at the team level. The QMP is subject to CALTRANS review and approval.

12. Any PARTY responsible for completing WORK will make its personnel and consultants that prepare WORK available to help resolve WORK-related problems and changes for the entire duration of the PROJECT including PROJECT work that may occur under separate agreements.

Funding

13. The WORK does not use funds administered by CALTRANS. PARTIES will amend this AGREEMENT should this condition change.

14. Each PARTY is responsible for the costs they incur in performing the WORK unless otherwise stated in this AGREEMENT.

CALTRANS' Quality Management

15. CALTRANS, as the owner/operator of the State Highway System (SHS), will perform quality management work including Quality Management Assessment (QMA) and owner/operator approvals for the portions of WORK within the existing and proposed SHS right-of-way.

16. CALTRANS' QMA efforts are to ensure that COUNTY's quality assurance results in WORK that is in accordance with the applicable standards and the PROJECT's QMP. QMA does not include any efforts necessary to develop or deliver WORK or any validation by verifying or rechecking WORK.

    When CALTRANS performs QMA, it does so for its own benefit. No one can assign liability to CALTRANS due to its QMA.

17. CALTRANS, as the owner/operator of the State Highway System, will approve WORK products in accordance with CALTRANS policies and guidance and as indicated in this AGREEMENT.

18. COUNTY will provide WORK-related products and supporting documentation upon CALTRANS' request for the purpose of CALTRANS' quality management work.

19. The cost of CALTRANS' quality management work is to be borne by CALTRANS.

CEQA/NEPA Lead Agency

20. COUNTY is the CEQA Lead Agency for the PROJECT.

21. CALTRANS is a CEQA Responsible Agency for the PROJECT.

22. CALTRANS is the NEPA Lead Agency for the PROJECT.

Environmental Permits, Approvals and Agreements

23. COUNTY will comply with the commitments and conditions set forth in the environmental documentation, environmental permits, approvals, and applicable agreements as those commitments and conditions apply to COUNTY's responsibilities in this AGREEMENT.

24. Unless otherwise assigned in this AGREEMENT, the IMPLEMENTING AGENCY for a PROJECT COMPONENT is responsible for all PROJECT COMPONENT WORK associated with coordinating, obtaining, implementing, renewing, and amending the PROJECT permits, agreements, and approvals whether they are identified in the planned project scope of work or become necessary in the course of completing the PROJECT.

25. It is expected that the PROJECT will not require environmental permits/approvals.

Plans, Specifications, and Estimate (PS&E)

26. As the PS&E IMPLEMENTING AGENCY, COUNTY is responsible for all PS&E WORK except those activities and responsibilities that are assigned to another PARTY and those activities that are excluded under this AGREEMENT.

27. CALTRANS will be responsible for completing the following PS&E activities:

CALTRANS Work Breakdown Structure Identifier (If Applicable)
100.15.10.xx Quality Management

28. COUNTY will prepare Utility Conflict Maps identifying the accommodation, protection, relocation, or removal of any existing utility facilities that conflict with construction of the PROJECT or that violate CALTRANS' encroachment policy.

    COUNTY will provide CALTRANS a copy of Utility Conflict Maps for CALTRANS' concurrence prior to issuing the Notices to Owner and executing the utility agreement. All utility conflicts will be addressed in the PROJECT plans, specifications, and estimate.

29. COUNTY will determine the cost to positively identify and locate, accommodate, protect, relocate, or remove any utility facilities whether inside or outside the State Highway System right-of-way in accordance with federal and California laws and regulations, and CALTRANS' policies, procedures, standards, practices, and applicable agreements including but not limited to Freeway Master Contracts.

RIGHT-OF-WAY

30. As the RIGHT-OF-WAY IMPLEMENTING AGENCY, COUNTY is responsible for all RIGHT-OF-WAY WORK except those activities and responsibilities that are assigned to another PARTY and those activities that are excluded under this AGREEMENT.

31. CALTRANS will be responsible for completing the following RIGHT-OF-WAY activities:

CALTRANS Work Breakdown Structure Identifier (If Applicable)
100.25.10.xx Quality Management

32. The selection of personnel performing RIGHT-OF-WAY WORK will be in accordance with federal and California laws and regulations, and CALTRANS' policies, procedures, standards, practices, and applicable agreements.

33. COUNTY will make all necessary arrangements with utility owners for the timely accommodation, protection, relocation, or removal of any existing utility facilities that conflict with construction of the PROJECT or that violate CALTRANS' encroachment policy.

34. COUNTY will provide CALTRANS a copy of conflict maps, relocation plans, proposed notices to owner, reports of investigation, and utility agreements (if applicable) for CALTRANS' concurrence prior to issuing the notices to owner and executing the utility agreement. All utility conflicts will be fully addressed prior to Right-of-Way Certification and all arrangements for the protection, relocation, or removal of all conflicting facilities will be completed prior to construction contract award and included in the PROJECT plans, specifications, and estimate.

35. COUNTY will provide a land surveyor licensed in the State of California to be responsible for surveying and right-of-way engineering. All survey and right-of-way engineering documents will bear the professional seal, certificate number, registration classification, expiration date of certificate, and signature of the responsible surveyor.

36. COUNTY will hear and adopt Resolutions of Necessity when authorized to do so by law or will work with local agencies having jurisdiction and authorized under the law to hear and adopt Resolutions of Necessity.

    COUNTY will conduct and document Condemnation Evaluation and Condemnation Panel Review meetings as required in accordance with CALTRANS policy and guidance. CALTRANS will be notified in advance of any Condemnation Panel Review meetings.

37. If COUNTY acquires any right-of-way to be incorporated into the State Highway System, COUNTY will first acquire in its own name.

    No right-of-way will be acquired in CALTRANS' name.

    Title to the State Highway System right-of-way will ultimately be vested in the State. CALTRANS' acceptance of title will occur after the Right-of-Way Closeout activities are complete.

38. COUNTY will utilize a public agency currently qualified by CALTRANS or a properly licensed consultant for all RIGHT-OF-WAY activities. A qualified right-of-way agent will administer all right-of-way consultant contracts.

    COUNTY will submit a draft Right-of-Way Certification to CALTRANS six weeks prior to the scheduled Right-of-Way Certification milestone date for review.

    COUNTY will submit a final Right-of-Way Certification to CALTRANS for approval prior to the advertising the construction contract.

39. Physical and legal possession of the right-of-way must be completed prior to advertising the construction contract, unless PARTIES mutually agree to other arrangements in writing.

40. CALTRANS' acceptance of right-of-way title is subject to review of an Updated Preliminary Title Report provided by COUNTY verifying that the title is free of all encumbrances and liens. Upon acceptance, COUNTY will provide CALTRANS with a Policy of Title Insurance in CALTRANS' name.

41. Right-of-way conveyances must be completed prior to WORK completion unless PARTIES mutually agree to other arrangements in writing.

CONSTRUCTION

42. As the CONSTRUCTION IMPLEMENTING AGENCY, COUNTY is responsible for all CONSTRUCTION WORK except those activities and responsibilities that are assigned to another PARTY and those activities that are excluded under this AGREEMENT.

43. CALTRANS will be responsible for completing the following CONSTRUCTION SUPPORT activities:

CALTRANS Work Breakdown Structure Identifier (If Applicable)
100.20.10.xx Quality Management

44. CALTRANS will not issue an encroachment permit to COUNTY for construction work until the following conditions are met:

    - CALTRANS accepts the final plans, specifications, and estimate
    - CALTRANS accepts the Right-of-Way Certification
    - Any new or amended maintenance agreement required for the WORK are executed.

45. COUNTY will require the construction contractor to furnish payment and performance bonds naming COUNTY as obligee, and CALTRANS as additional obligee, and to carry liability insurance in accordance with CALTRANS Standard Specifications.

46. COUNTY will advertise, open bids, award, and approve the construction contract in accordance with the California Public Contract Code and the California Labor Code. By accepting responsibility to advertise and award the construction contract, COUNTY also accepts responsibility to administer the construction contract.

47. CALTRANS will not issue an encroachment permit to COUNTY's construction contractor until CALTRANS accepts:

    - The payment and performance bonds
    - The CONSTRUCTION Quality Management Plan

48. The CONSTRUCTION QMP will describe how construction material verification and workmanship inspections will be performed at manufacturing sources and the PROJECT job-site. The construction material and source inspection QMP is subject to review and approval by the State Materials Engineer.

49. The CONSTRUCTION Quality Management Plan will address the radiation safety requirements of the California Code of Regulations 17 CCR § 30346 when the work requires Gamma-Gamma Logging acceptance testing for Cast in Drilled Hole (CIDH) pile or whenever else it is applicable. In accordance with these regulations COUNTY, as the "well operator", will have a written agreement with any consultant or external entity performing these tests.

50. COUNTY will provide a Resident Engineer and CONSTRUCTION SUPPORT staff that are independent of the construction contractor. The Resident Engineer will be a Civil Engineer, licensed in the State of California, who is responsible for construction contract administration activities.

51. CALTRANS will review and concur with:

    - Change Orders affecting public safety, public convenience, protected environmental resources, the preservation of property, all design and specification changes, and all major changes as defined in the CALTRANS Construction Manual. These Change Orders must receive written concurrence by CALTRANS prior to implementation.

    - The Stormwater Pollution Prevention Plan (SWPPP) or the Water Pollution Control Plan (WPCP).

52. COUNTY will administer and process all construction contract claims pursuant to the requirements set forth under Public Contract Code, Section 9204. In addition, all public works claims of $375,000 or less shall be resolved in accordance with Public Contract Code Section 20104, et seq. and other applicable laws.

53. COUNTY is designated as the Legally Responsible Person pursuant to the Construction General Permit, State Water Resources Control Board (SWRCB) Order Number 2009-0009-DWQ, as defined in Appendix 5, Glossary, and assumes all roles and responsibilities assigned to the Legally Responsible Person as mandated by the Construction General Permit. COUNTY is required to comply with the CALTRANS MS4 National Pollutant Discharge Elimination System (NPDES) permit for all work within the State Highway System.

54. As the CONSTRUCTION IMPLEMENTING AGENCY, COUNTY is responsible for maintenance of the State Highway System (SHS) within the PROJECT limits as part of the construction contract until the following conditions are met:

    - Any required maintenance agreements are executed for the portions of SHS for which relief of maintenance is to be granted.

    - CALTRANS approves a request from COUNTY for relief from maintenance of the PROJECT or a portion thereof.

55. PARTIES confirm that upon WORK completion, no maintenance agreement will be necessary.

56. Upon WORK completion, ownership or title to all materials and equipment constructed or installed for the operations and/or maintenance of the State Highway System (SHS) within SHS right-of-way as part of WORK become the property of CALTRANS.

    CALTRANS will not accept ownership or title to any materials or equipment constructed or installed outside SHS right-of-way.

57. Within one hundred eighty (180) calendar days following the completion and acceptance of the PROJECT construction contract, COUNTY will furnish CALTRANS with a complete set of "As-Built" plans and Change Orders, including any changes authorized by CALTRANS, on a CD ROM and in accordance with CALTRANS' then current CADD User's Manual (Section 4.3), Plans Preparation Manual, and CALTRANS practice. The plans will have the Resident Engineer's name, contract number, and construction contract acceptance date printed on each plan sheet, and with the Resident Engineer's signature only on the title sheet. The As-Built plans will be in Microstation DGN format, version 7.0 or later. In addition, COUNTY will provide one set of As-Built plans and addenda in TIFF format.

    The submittal must also include all CALTRANS requested contract records, and land survey documents. The land survey documents include monument preservation documents and records of surveys prepared to satisfy the requirements of the California Land Surveyors Act (Business and Professions Code, Sections 8700 – 8805). Copies of survey documents and Records of Surveys filed in accordance with Business & Professions Code, Sections 8762 and 8771, will contain the filing information provided by the county in which filed.

Schedule

58. PARTIES will manage the WORK schedule to ensure the timely use of obligated funds and to ensure compliance with any environmental permits, right-of-way agreements, construction contracts, and any other commitments. PARTIES will communicate schedule risks or changes as soon as they are identified and will actively manage and mitigate schedule risks.

Additional Provisions

Standards

59. PARTIES will perform all WORK in accordance with federal and California laws, regulations, and standards; Federal Highway Administration (FHWA) standards; and CALTRANS standards. CALTRANS standards include, but are not limited to, the guidance provided in the:

- CADD Users' Manual
- CALTRANS policies and directives
- Plans Preparation Manual
- Project Development Procedures Manual (PDPM)
- Workplan Standards Guide
- Standard Environmental Reference
- Highway Design Manual
- Right of Way Manual
- Construction Manual
- Construction Manual Supplement for Local Agency Resident Engineers
- Local Agency Structure Representative Guidelines

Noncompliant Work

60. CALTRANS retains the right to reject noncompliant WORK. COUNTY agrees to suspend WORK upon request by CALTRANS for the purpose of protecting public safety, preserving property rights, and ensuring that all WORK is in the best interest of the State Highway System.

Qualifications

61. Each PARTY will ensure that personnel participating in WORK are appropriately qualified or licensed to perform the tasks assigned to them.

Consultant Selection

62. COUNTY will invite CALTRANS to participate in the selection of any consultants that participate in the WORK.

Encroachment Permits

63. CALTRANS will issue, upon proper application, the encroachment permits required for WORK within State Highway System (SHS) right-of-way. COUNTY, their contractors, consultants, agents and utility owners will not work within the SHS right-of-way without an encroachment permit issued in their name. CALTRANS will provide encroachment permits to COUNTY, their contractors, consultants, and agents at no cost. CALTRANS will provide encroachment permits to utility owners at no cost. If the encroachment permit and this AGREEMENT conflict, the requirements of this AGREEMENT will prevail.

64. The IMPLEMENTING AGENCY for a PROJECT COMPONENT will coordinate, prepare, obtain, implement, renew, and amend any encroachment permits needed to complete the WORK.

Protected Resources

65. If any PARTY discovers unanticipated cultural, archaeological, paleontological, or other protected resources during WORK, all WORK in that area will stop and that PARTY will notify all PARTIES within 24 hours of discovery. WORK may only resume after a qualified professional has evaluated the nature and significance of the discovery and CALTRANS approves a plan for its removal or protection.

Disclosures

66. PARTIES will hold all administrative drafts and administrative final reports, studies, materials, and documentation relied upon, produced, created, or utilized for the WORK in confidence to the extent permitted by law and where applicable, the provisions of California Government Code, Section 6254.5(e) will protect the confidentiality of such documents in the event that said documents are shared between PARTIES.

    PARTIES will not distribute, release, or share said documents with anyone other than employees, agents, and consultants who require access to complete the WORK without the written consent of the PARTY authorized to release them, unless required or authorized to do so by law.

67. If a PARTY receives a public records request pertaining to the WORK, that PARTY will notify PARTIES within five (5) working days of receipt and make PARTIES aware of any disclosed public records.

Hazardous Materials

68. HM-1 is hazardous material (including, but not limited to, hazardous waste) that may require removal and disposal pursuant to federal or state law, irrespective of whether it is disturbed by the PROJECT or not.

    HM-2 is hazardous material (including, but not limited to, hazardous waste) that may require removal and disposal pursuant to federal or state law only if disturbed by the PROJECT.

    The management activities related to HM-1 and HM-2, including and without limitation, any necessary manifest requirements and disposal facility designations are referred to herein as HM-1 MANAGEMENT and HM-2 MANAGEMENT respectively.

69. If HM-1 or HM-2 is found the discovering PARTY will immediately notify all other PARTIES.

70. CALTRANS, independent of the PROJECT, is responsible for any HM-1 found within the existing State Highway System right-of-way. CALTRANS will undertake, or cause to be undertaken, HM-1 MANAGEMENT with minimum impact to the PROJECT schedule.

    CALTRANS, independent of the PROJECT will pay, or cause to be paid, the cost of HM-1 MANAGEMENT related to HM-1 found within the existing State Highway System right-of-way.

71. COUNTY, independent of the PROJECT, is responsible for any HM-1 found within the PROJECT limits and outside the existing State Highway System right-of-way. COUNTY will undertake, or cause to be undertaken, HM-1 MANAGEMENT with minimum impact to the PROJECT schedule.

    COUNTY, independent of the PROJECT, will pay, or cause to be paid, the cost of HM-1 MANAGEMENT for HM-1 found within the PROJECT limits and outside of the existing State Highway System right-of-way.

72. The CONSTRUCTION IMPLEMENTING AGENCY is responsible for HM-2 MANAGEMENT within the PROJECT limits.

COUNTY and CALTRANS will comply with the Soil Management Agreement for Aerially Deposited Lead Contaminated Soils (Soil Management Agreement) executed between CALTRANS and the California Department of Toxic Substances Control (DTSC). Under Section 3.2 of the Soil Management Agreement, CALTRANS and COUNTY each retain joint and severable liability for noncompliance with the provisions of the Soil Management Agreement. COUNTY will assume all responsibilities assigned to CALTRANS in the Soil Management Agreement during PROJECT COMPONENTS for which they are the IMPLEMENTING AGENCY except for final placement and burial of soil within the State right-of-way, per Section 4.5 of the Soil Management Agreement, which is subject to CALTRANS concurrence and reporting to DTSC which will be performed by CALTRANS.

73. CALTRANS' acquisition or acceptance of title to any property on which any HM-1 or HM-2 is found will proceed in accordance with CALTRANS' policy on such acquisition.

Claims

74. COUNTY may accept, reject, compromise, settle, or litigate claims of any consultants or contractors hired to complete WORK without concurrence from the other PARTY.

75. PARTIES will confer on any claim that may affect the WORK or PARTIES' liability or responsibility under this AGREEMENT in order to retain resolution possibilities for potential future claims. No PARTY will prejudice the rights of another PARTY until after PARTIES confer on the claim.

76. If the WORK expends state or federal funds, each PARTY will comply with the Federal Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards of 2 CFR, Part 200. PARTIES will ensure that any for-profit consultant hired to participate in the WORK will comply with the requirements in 48 CFR, Chapter 1, Part 31. When state or federal funds are expended on the WORK these principles and requirements apply to all funding types included in this AGREEMENT.

77. If the WORK expends state or federal funds, each PARTY will undergo an annual audit in accordance with the Single Audit Act in the Federal Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards as defined in 2 CFR, Part 200.

78. When a PARTY reimburses a consultant for WORK with state or federal funds, the procurement of the consultant and the consultant overhead costs will be in accordance with the Local Assistance Procedures Manual, Chapter 10.

Interruption of Work

79. If WORK stops for any reason, IMPLEMENTING AGENCY will place the PROJECT right-of-way in a safe and operable condition acceptable to CALTRANS.

80. If WORK stops for any reason, each PARTY will continue with environmental commitments included in the environmental documentation, permits, agreements, or approvals that are in effect at the time that WORK stops, and will keep the PROJECT in environmental compliance until WORK resumes.

Penalties, Judgements and Settlements

81. Any PARTY whose action or lack of action causes the levy of fines, interest, or penalties will indemnify and hold all other PARTIES harmless per the terms of this AGREEMENT.

Project Files

82. COUNTY will furnish CALTRANS with the Project History Files related to the PROJECT facilities on State Highway System within sixty (60) days following the completion of each PROJECT COMPONENT. COUNTY will prepare the Project History File in accordance with the Project Development Procedures Manual, Chapter 7. All material will be submitted neatly in a three-ring binder and on a CD ROM in PDF format.

Environmental Compliance

83. If during performance of WORK additional activities or environmental documentation is necessary to keep the PROJECT in environmental compliance, PARTIES will amend this AGREEMENT to include completion of those additional tasks.

GENERAL CONDITIONS

84. All portions of this AGREEMENT, including the Recitals Section, are enforceable.

Venue

85. PARTIES understand that this AGREEMENT is in accordance with and governed by the Constitution and laws of the State of California. This AGREEMENT will be enforceable in the State of California. Any PARTY initiating legal action arising from this AGREEMENT will file and maintain that legal action in the Superior Court of the county in which the CALTRANS district office that is signatory to this AGREEMENT resides, or in the Superior Court of the county in which the PROJECT is physically located.

Exemptions

86. All CALTRANS' obligations under this AGREEMENT are subject to the appropriation of resources by the Legislature, the State Budget Act authority, programming and allocation of funds by the California Transportation Commission (CTC).

Indemnification

87. Neither CALTRANS nor any of their officers and employees, are responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by COUNTY, its contractors, sub-contractors, and/or its agents under or in connection with any work, authority, or jurisdiction conferred upon COUNTY under this AGREEMENT. It is understood and agreed that COUNTY, to the extent permitted by law, will defend, indemnify, and save harmless CALTRANS and all of their officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, but not limited to, tortious, contractual, inverse condemnation, or other theories and assertions of liability occurring by reason of anything done or omitted to be done by COUNTY, its contractors, sub-contractors, and/or its agents under this AGREEMENT.

88. Neither COUNTY nor any of their officers and employees, are responsible for any injury, damage, or liability occurring by reason of anything done or omitted to be done by CALTRANS, its contractors, sub-contractors, and/or its agents under or in connection with any work, authority, or jurisdiction conferred upon CALTRANS under this AGREEMENT. It is understood and agreed that CALTRANS, to the extent permitted by law, will defend, indemnify, and save harmless COUNTY and all of their officers and employees from all claims, suits, or actions of every name, kind, and description brought forth under, but not limited to, tortious, contractual, inverse condemnation, or other theories and assertions of liability occurring by reason of anything done or omitted to be done by CALTRANS, its contractors, sub-contractors, and/or its agents under this AGREEMENT.

Non-parties

89. PARTIES do not intend this AGREEMENT to create a third-party beneficiary or define duties, obligations, or rights for entities not signatory to this AGREEMENT. PARTIES do not intend this AGREEMENT to affect their legal liability by imposing any standard of care for fulfilling the WORK different from the standards imposed by law.

90. PARTIES will not assign or attempt to assign obligations to entities not signatory to this AGREEMENT without an amendment to this AGREEMENT.

Ambiguity and Performance

91. Neither PARTY will interpret any ambiguity contained in this AGREEMENT against the other PARTY. PARTIES waive the provisions of California Civil Code, Section 1654.

    A waiver of a PARTY's performance under this AGREEMENT will not constitute a continuous waiver of any other provision.

92. A delay or omission to exercise a right or power due to a default does not negate the use of that right or power in the future when deemed necessary.

Defaults

93. If any PARTY defaults in its performance of the WORK, a non-defaulting PARTY will request in writing that the default be remedied within thirty (30) calendar days. If the defaulting PARTY fails to do so, the non-defaulting PARTY may initiate dispute resolution.

Dispute Resolution

94. PARTIES will first attempt to resolve AGREEMENT disputes at the PROJECT team level as described in the Quality Management Plan. If they cannot resolve the dispute themselves, the CALTRANS District Director and the Executive Officer of COUNTY will attempt to negotiate a resolution. If PARTIES do not reach a resolution, PARTIES' legal counsel will initiate mediation. PARTIES agree to participate in mediation in good faith and will share equally in its costs.

    Neither the dispute nor the mediation process relieves PARTIES from full and timely performance of the WORK in accordance with the terms of this AGREEMENT. However, if any PARTY stops fulfilling its obligations, any other PARTY may seek equitable relief to ensure that the WORK continues.

    Except for equitable relief, no PARTY may file a civil complaint until after mediation, or forty-five (45) calendar days after filing the written mediation request, whichever occurs first.

    PARTIES will file any civil complaints in the Superior Court of the county in which the CALTRANS District Office signatory to this AGREEMENT resides or in the Superior Court of the county in which the PROJECT is physically located.

95. PARTIES maintain the ability to pursue alternative or additional dispute remedies if a previously selected remedy does not achieve resolution.

Prevailing Wage

96. When WORK falls within the Labor Code § 1720(a)(1) definition of "public works" in that it is construction, alteration, demolition, installation, or repair; or maintenance work under Labor Code § 1771, PARTIES will conform to the provisions of Labor Code §§ 1720-1815, and all applicable provisions of California Code of Regulations, Title 8, Division 1, Chapter 8, Subchapter 3, Articles 1-7. PARTIES will include prevailing wage requirements in contracts for public work and require contractors to include the same prevailing wage requirements in all subcontracts.

Work performed by a PARTY's own employees is exempt from the Labor Code's Prevailing Wage requirements.

If WORK is paid for, in whole or part, with federal funds and is of the type of work subject to federal prevailing wage requirements, PARTIES will conform to the provisions of the Davis-Bacon and Related Acts, 40 U.S.C. §§ 3141-3148.

When applicable, PARTIES will include federal prevailing wage requirements in contracts for public works. WORK performed by a PARTY's employees is exempt from federal prevailing wage requirements.

SIGNATURES

PARTIES are empowered by the law to enter into this AGREEMENT and have delegated to the undersigned the authority to execute this AGREEMENT on behalf of the respective agencies and covenants to have followed all the necessary legal requirements to validly execute this AGREEMENT.

This AGREEMENT may be executed and delivered in counterparts, and by each PARTY in a separate counterpart, each of which when so executed and delivered shall constitute an original and all of which taken together shall constitute one and the same instrument.

The PARTIES acknowledge that executed copies of this AGREEMENT may be exchanged by facsimile or email, and that such copies shall be deemed to be effective as originals.

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

_____
Kris Balaji
Deputy District Director
Program / Project and Asset Management

Verification of funds and authority:

_____
Varinder K. Gurcha
District Project Control Officer

COUNTY OF SIERRA

_____
Tim H. Beals
Director of Transportation

Attest:

_____
Heather Foster
Clerk of the Board

Approved as to form and procedure:

_____
David Prentice
County Counsel

CLOSURE STATEMENT INSTRUCTIONS

1. Did PARTIES complete all scope, cost and schedule commitments included in this AGREEMENT and any amendments to this AGREEMENT?

   YES / NO

2. Did CALTRANS accept and approve all final deliverables submitted by other PARTIES?

   YES / NO

SAMPLE

3. Did the CALTRANS HQ Office of Accounting verify that all final accounting for this AGREEMENT and any amendments to this AGREEMENT were completed?

   YES / NO

4. If construction is involved, did the CALTRANS District Project Manager verify that all claims and third-party billings (utilities, etc.) have been settled before termination of the AGREEMENT?

   YES / NO

5. Did PARTIES complete and transmit the As-Built Plans, Project History File, and all other required contract documents?

   YES / NO

If ALL answers are “YES”, this form may be used to TERMINATE this AGREEMENT.

CLOSURE STATEMENT

PARTIES agree that they have completed all scope, cost, and schedule commitments included in Agreement 03-0732 and any amendments to the agreement. The final signature date on this document terminates agreement 03-0732 except survival articles. All survival articles in agreement 03-0732 will remain in effect until expired by law, terminated or modified in writing by the PARTIES' mutual agreement, whichever occurs earlier.

The people signing this agreement have the authority to do so on behalf of their public agencies.

This AGREEMENT may be executed and delivered in counterparts, and by each PARTY in a separate counterpart, each of which when so executed and delivered shall constitute an original and all of which taken together shall constitute one and the same instrument.

SAMPLE

The PARTIES acknowledge that executed copies of this AGREEEMENT may be exchanged by facsimile or email, and that such copies shall be deemed to be effective as originals.

STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION	**COUNTY OF SIERRA**
_____	_____
Title TBD	Title TBD
Date: _____	Date: _____

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

MEETING DATE: September 1, 2020	**TYPE OF AGENDA ITEM:** ☐Regular ☐Timed ☒Consent

DEPARTMENT: Public Works and Transportation
APPROVING PARTY: Tim H. Beals, Director
PHONE NUMBER: 530-289-3201

AGENDA ITEM: Approval of Contract Change Order 1 for Sierra County Wellness Center Foundation Project, Sierra County Agreement 2020-026.

SUPPORTIVE DOCUMENTS ATTACHED: ☐Memo ☐Resolution ☐Agreement ☒Other
Contract Change Order 1

BACKGROUND INFORMATION: Contract Change Order 1 (CCO1) in the amount of $17,300 is for revisions needed to meet the ADA requirements in the parking layout, the payment, addition of a guardrail, and a handrail. CCO1 increases the contract from $144,400 to $161,700.

FUNDING SOURCE: Behavioral Health
GENERAL FUND IMPACT: No General Fund Impact
OTHER FUND:
AMOUNT: $17,300 contract increase 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:

_____ _____
CLERK TO THE BOARD DATE

CHANGE ORDER

Owner - Auditor - Architect - Clerk - Contractor - File

Date	Tuesday, June 9, 2020	Agreement No.:	2020-026
Project	Sierr County Wellness Center Foundation Project	Change Order No.:	1

To Nor Cal Construction

Not valid until signed by Owner and Contractor

YOU ARE DIRECTED TO MAKE THE FOLLOWING CHANGES IN THIS CONTRACT

All work specified by Bruce Boyd in attached emails dated 4/24/2020 and 06/03/2020 and Change Order Request #01 plan sheet . ATTACHMENTS
4/24/2020 Boyd email CCO1
6/03/2020 Boyd email CCO1 add
6/05/2020 Estimate Nor Cal Construction $ 17,300.00

The original (Contract Lump Sum), (Guaranteed Maximum Price) was	$	144,400.00
Net change by previous authorized Change Orders	$	-
The (Contract Sum) (Guaranteed Maximum Price) prior to this Change Order was	$	144,400.00
The (Contract Sum) (Guaranteed Maximum Price) will be increased by this Change Order in the amount of	$	17,300.00
The new (Contract Sum) (Guaranteed Maximum Price) including this Change Order will be	**$**	**161,700.00**

The Contract time will be increased by 0 days by this change order.
Date of Substantial completion October20, 2017

By accepting a change order, Contractor agrees to the changes if any, in the Contract Price specified for each item and to the entire work on account of such change order, and agrees to furnish all labor and materials and perform all work necessary to complete within the contract period. The contractor shall make no additional claim for adjustment to the contract price or time, or for additional cost or damages, on account of the work referenced in such change order. A change order duly issued by the County and accepted by the Contractor shall constitute a complete accord and satisfaction as to the work, contract price and contract time changed hereby. The Contractor shall defend and indemnify the County if any subcontractor asserts any claim against the County due to a duly issued and accepted change order, and/or as the result of any claim for work covered by an accepted change order.

CONTRACTOR
Nor Cal Construction
15144 McCourtney Road
Grass Valley, CA 95949

Owner

John Fisher

Sierra County
Department of Transportation
P.O. BOX 98
Downieville, CA 95936

Contract Administrator

Tim H. Beals, Director

Bryan Davey

From:	BRUCE E. BOYD <beboyd@mac.com>
Sent:	Friday, April 24, 2020 3:05 PM
To:	John Fisher
Cc:	Bryan Davey; Chris Alexander
Subject:	Sierra County Wellness Center Foundation Project
Attachments:	WELLNESS CENTER CHANGEORDER #01.pdf; ATT00001.htm

Please see the attached request for Change Order #01. The county would like a cost figure for the following revisions to the project:

1 Revision to the ADA parking layout
2 The replacement of existing asphalt paving with concrete paving over new road base for the ADA parking. Includes additional sidewalk, cutting and removal of E. Asphalt and base rock, parallel ramps to the ADA aisle, and the addition of a tactile mat'
3 Addition of a guardrail to replace a curb at the main entry.
4 Addition of a handrail attached to the building at the ramp from the side exit.

All other conditions as shown on the permit and construction drawings remain.

I have attached a dropbox link to the final approved permit drawings below for your use. Bryan Davey will supply the stamped and approved construction set to you.

Please make your change order 01 cost sheet to the attention of Bryan Davey for processing. Please include Chris and myself in all correspondence related to this project.

https://www.dropbox.com/s/ziyrro3js5x52t5/SIERRA%20WELLNESS%20CENTER%20R-1%204%3A15%3A20.pdf?dl=0

If you have any questions please let me know.

Thanks,

Bruce

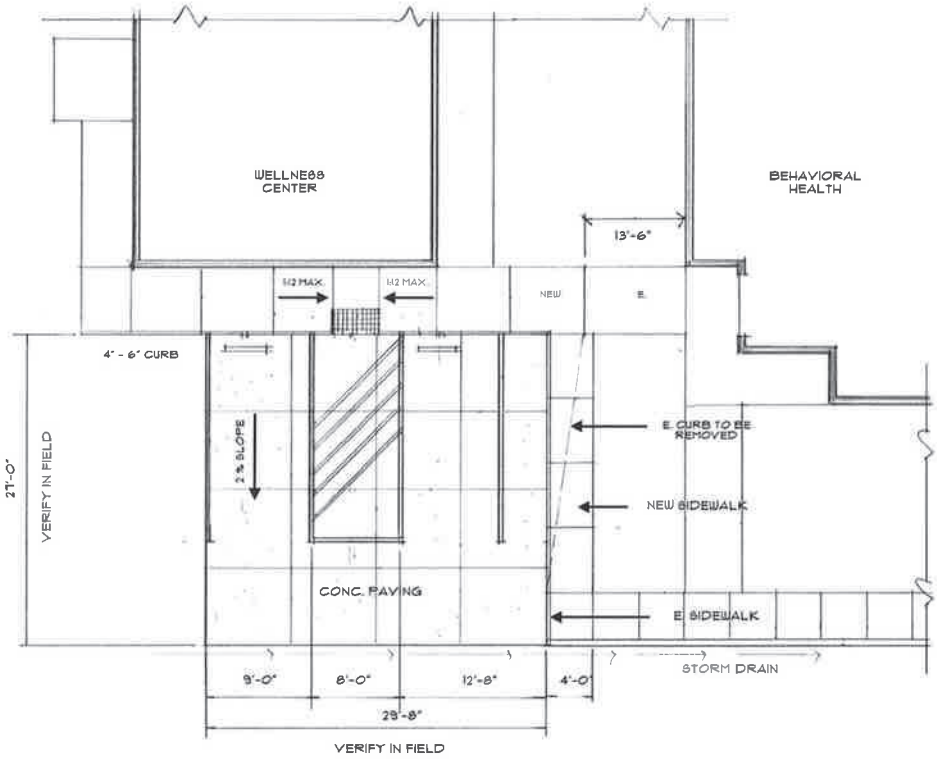
Bruce Boyd, Architecture & Planning
17894 Tyler Foote Road
Nevada City CA 95959
530-265-5280 office
530-906-6480 mobile
beboyd@mac.com
BbArks.com

CHANGE ORDER #01 REVISED ADA PARKING LAYOUT SCOPE OF WORK

1 LAYOUT PLAN INDICATES EXTENT OF NEW CONCRETE PAVING. ALL ADA PARKING REQUIREMENTS AS NOTED ON PLANS UNCHANGED. VERIFY ALL DIMENSIONS IN FIELD
2 SAW CUT E. ASPHALT PAVING AT NEW CONCRETE PAVING BOUNDARY.
3 EXCAVATE, GRADE, REMOVE AND DISPOSE OF ALL E. BASEROCK AND ASPHALT MATERIAL WITHIN AREA OF WORK.
4 PROVIDE 6" AB BASE ROCK COMPACTED TO 90%. PROVIDE 5" CONCRETE SLAB W/ #3 REBAR 18" O.C. BOTH WAYS. MINIMUM 3,000PSI CONC. HAND GROOVE ALL CONTROL JOINTS
5 PROVIDE ALL STRIPING AND PAINT IN LISTED COLORS.
6 VERIFY GRADES AND SLOPES IN FIELD TO ACHIEVE REQUIRED SLOPES.
7 NEW CONCRETE PAVING AND SIDEWALK DRAINS TO E. STREET GUTTER LINE
8 PROVIDE ALL NEW SIDEWALKS AS SHOWN ON PLANS. SIDE SLOPE MAX. 2%
9 GRADE ELEVATIONS ON PLANS SHALL PROVIDE A BASIS FOR INITIAL LAYOUT TO ACHIEVE SLOPES. ADJUST AS NEEDED
10 NEW CURB MAY VARY BETWEEN 4" AND 6". PROVIDE 2" WIDE PAINTED STRIPE AT EDGE.
11 FINE BROOM FINISH ON ALL SURFACES

ADDITIONAL ITEMS ADDED TO THE WORK OF THIS CHANGE ORDER:

8 ADD STEEL GUARDRAIL AT MAIN ENTRY LANDING. ELIMINATE CURB
9 ADD HANDRAIL AT SIDE DOOR RAMP ATTACHED TO BUILDING
10 ADD TACTILE MAT AT ADA AISLE



NORTH

ADA PARKING LAYOUT - REVISED 4/24/20
1/8" = 1' - 0"

Bryan Davey

From: BRUCE E. BOYD <beboyd@mac.com>
Sent: Wednesday, June 3, 2020 1:52 PM
To: John Fisher
Cc: Bryan Davey; Chris Alexander
Subject: Change Order #1

HI John,

Would you please add to your Change Order #1 costing the following items:

Include the following in Change Order #1

1 Additional wall flashing to cover 30' of sill and floor joists.

2 Additional 30' - 2' W x 4" T mow strip along the side of the building to protect the foundation from moisture.

3 Additional 100 SF of 4" T concrete paving and any required base rock to repair damaged E. Concrete walkways. To be sloped and broom finished as per all new sidewalks.

It would be great if you could get this change order in to Bryan ASAP.

Thanks,

Bruce

Bruce Boyd, Architecture & Planning
17894 Tyler Foote Road
Nevada City CA 95959
530-265-5280 office
530-906-6480 mobile
beboyd@mac.com
BbArks.com

Nor-Cal Construction

CL# 762086DIR 1000577354
530-432-1683 fax 273-0910
15144 McCourtney Road

Estimate

Date	Estimate #
5/29/2020	552

Name / Address
Sierra County DOT PO Box 98 Downieville, Ca 95936

Project

Description	Qty	Cost	Total
Change Order- Demo 810 square feet of asphalt. Provide and install 6" of base rock , 5" concrete with #3 rebar 18" on center for the ADA parking spots. Install a 4' wide x 27" long sidewalk from the street to the new sidewalk in front of the new building. Once completed, stripe the area. Install a new guardrail at the main entry landing. Add a handrail at the side door ramp. These changes were taken off of the plan dated 4/24/20 by Bruce Boyd.	1	14,900.00	14,900.00
Change Order- Add additional 30' of flashing of sill and floor joists.	1	300.00	300.00
C/O-Additional 30' of mow strip, 2' wide x 4" thick and 30' long. Labor and materials included.	1	600.00	600.00
C/O- Demo and replace an Additional 100 Square Feet of 4" concrete. Prepare sub base and compact prior to placement of concrete.	1	1,500.00	1,500.00

Thank You for the opportunity to bid your project.

Total $17,300.00

Customer Signature _____

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

MEETING DATE: September 1, 2020	**TYPE OF AGENDA ITEM:** ☐Regular ☐Timed ☒Consent

DEPARTMENT: Public Works and Transportation
APPROVING PARTY: Tim H. Beals, Director
PHONE NUMBER: 530-289-3201

AGENDA ITEM: Authorize payment under Public Works Purchase Order in an amount not to exceed $12,000 the installation of two perimeter soil gas probes to depths of 51 feet and 9 feet, in accordance with the project plans.

SUPPORTIVE DOCUMENTS ATTACHED: ☐Memo ☐Resolution ☐Agreement ☒Other

BACKGROUND INFORMATION: This is part of the ongoing Loyalton Landfill Gas Monitoring required by the Regional Water Quality Control Board. A Request for quotes was issued on August 17, 2020 and responses are due on Friday, August 28, 2020. This request is for authorization for Auditor to pay purchase order upon presentation of proper documentation in an amount not to exceed $12,000 for the referenced work. It is anticipated that the cost will come in at $10,000 or less.

FUNDING SOURCE: Post Closure Loyalton Landfill
GENERAL FUND IMPACT: No General Fund Impact
OTHER FUND:
AMOUNT: $12,000 not to exceed 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:

_____ _____
CLERK TO THE BOARD DATE

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

MEETING DATE: September 1, 2020	**TYPE OF AGENDA ITEM:** ☐Regular ☐Timed ☒Consent

DEPARTMENT: Clerk-Recorder
APPROVING PARTY: Heather Foster, Clerk-Recorder
PHONE NUMBER: 530-289-3295

AGENDA ITEM: Minutes from the regular meeting held on June 16, 2020.

SUPPORTIVE DOCUMENTS ATTACHED: ☐Memo ☐Resolution ☐Agreement ☒Other
Minutes

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:

_____ _____
CLERK TO THE BOARD DATE

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

Lee Adams, Vice-Chair, District 1
P.O. Box 1 - Downieville, CA 95936 - 530-289-3506 - supervisor1@sierracounty.ca.gov
Peter W. Huebner, District 2
P.O. Box 349 - Sierra City, CA 96125 - 530-565-6055 - phuebner@sierracounty.ca.gov
Paul Roen, District 3
P.O. Box 43 - Calpine, CA 96124 - 209-479-2770 - supervisor3@sierracounty.ca.gov
Jim Beard, Chair, District 4
P.O. Box 1140 - Loyalton, CA 96118 - 530-565-6092 -jbeard@sierracounty.ca.gov
Sharon Dryden, District 5
P.O. Box 246 - Loyalton, CA 96118 - 530-913-9218 - sdryden@sierracounty.ca.gov

The Sierra County Board of Supervisors will meet in regular session commencing at 9:00 a.m. on June 16, 2020. This meeting will be recorded for posting on the Board of Supervisors' website at www.sierracounty.ca.gov.

PLEDGE OF ALLEGIANCE: Led by Chair Beard

ROLL CALL

Present: Lee Adams, Supervisor, Vice-Chair District #1
Peter W. Huebner, Supervisor, District #2
Paul Roen, Supervisor, District #3
Jim Beard, Supervisor, 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/Public Works/Transportation/OES
Lea Salas, Director of Behavioral Health
Vickie Clark, Director of Health and Social Services
Mike Fisher, Sheriff/Coroner
Chuck Henson, Acting Chief Probation Officer

APPROVAL OF CONSENT AGENDA

At the request of the Clerk, Consent Item 12.X. was pulled from the agenda.

12.X. Minutes from the regular meeting held on May 5, 2020. (CLERK)

The Board moved to approve the Consent Agenda as amended.

APPROVED as amended. Motion: Adams/Roen/Unanimous Roll Call Vote: 5/0

12. CONSENT AGENDA

12.A. Agreement for professional services between Prentice Long, Sophia R. Meyer, and the County of Sierra. (ASSESSOR)

APPROVED, Agreement 2020-054

12.B. Approval of quote for Barracuda Total Email Protection. (INFORMATION SYSTEMS)

12.C. Resolution authorizing the Auditor to make changes to the 2019/20 Final Budget for Storm Damage and Victim Witness. (AUDITOR)

ADOPTED, Resolution 2020-067

12.D. Agreement for Transportation Services in the amount of $54,000 between County of Sierra and Golden Rays Senior Citizens of Sierra County, Inc. for Fiscal Year 2021. (PUBLIC WORKS)

APPROVED, Agreement 2020-055

12.E. Agreement for Transportation Services in the amount of $54,000 between County of Sierra and Incorporated Senior Citizens of Sierra County for Fiscal Year 2021. (PUBLIC WORKS)

APPROVED, Agreement 2020-056

12.F. Authorization to pay invoice 101067 to Love It or Shove It for rental of excavator and masticator utilized for road/shoulder work for repairs on Sailor Ravine, County Road 505, a 2017 Disaster FEMA site. (PUBLIC WORKS)

12.G. Resolution authorizing the Auditor to make certain transfers for Fiscal Year 2019/2020 from Social Services Realignment to Public Health Realignment. (SOCIAL SERVICES)

ADOPTED, Resolution 2020-068

12.H. Resolution authorizing the Auditor to make certain changes to the Social Services Assistance 2019-2020 Final Budget. (SOCIAL SERVICES)

ADOPTED, Resolution 2020-069

12.I. Lease Agreement between Richard and Sharon Elorza and Sierra County Human Services. (PUBLIC HEALTH)

APPROVED, Agreement 2020-057

12.J. Professional Services Agreement between James McCubbrey, Ph.D. and Sierra County for Tobacco Use Reduction Plan Evaluation services. (PUBLIC HEALTH)

APPROVED, Agreement 2020-058

12.K. Professional Services Agreement between Barbara Coffman, MFT, and Sierra County for behavioral health services. (BEHAVIORAL HEALTH)

APPROVED, Agreement 2020-059

12.L. Professional Services Agreement between Crestwood Behavioral Health, Inc. and Sierra County for adult residential care services. (BEHAVIORAL HEALTH)

APPROVED, Agreement 2020-060

12.M. Professional Services Agreement between Dr. Don Stembridge, Ph.D., and Sierra County for behavioral health services. (BEHAVIORAL HEALTH)

APPROVED, Agreement 2020-061

12.N. Professional Services Agreement between Nevada County Department of Health and Human Services and Sierra County for Crisis Stabilization Unit (CSU) services. (BEHAVIORAL HEALTH)

APPROVED, Agreement 2020-062

12.O. Professional Services Agreement between Nevada County Department of Health and Human Services and Sierra County for respite services. (BEHAVIORAL HEALTH)

APPROVED, Agreement 2020-063

12.P. Professional Services Agreement between Oliver Ocskay, Ph.D. and Sierra County for behavioral health services. (BEHAVIORAL HEALTH)

APPROVED, Agreement 2020-064

12.Q. Professional Services Agreement between Plumas Crisis Intervention and Resource Center and Sierra County for crisis line services. (BEHAVIORAL HEALTH)

APPROVED, Agreement 2020-065

12.R. Professional Services Agreement between Thomas E. Bittker, M.D., and Sierra County for behavioral health services (BEHAVIORAL HEALTH)

APPROVED, Agreement 2020-066

12.S. Professional Services Agreement between Willow Glen Care Center and Sierra County for adult residential care services. (BEHAVIORAL HEALTH)

APPROVED, Agreement 2020-067

12.T. Resolution approving the amendment to the Mental Health Services Act Plan 2017-2020 Fiscal Year 2019/2020 Annual Update Capital Facilities and Technologies Component. (BEHAVIORAL HEALTH)

ADOPTED, Resolution 2020-070

12.U. Professional Services Agreement between Mary Lowe, LMFT, and Sierra County for behavioral health services. (BEHAVIORAL HEALTH)

APPROVED, Agreement 2020-068

12.V. Minutes from the special meeting held on April 16, 2020. (CLERK)

12.W. Minutes from the regular meeting held April 21, 2020. (CLERK)

APPROVAL OF REGULAR AGENDA

The Board moved to approve the Regular Agenda.

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

REGULAR AGENDA

PUBLIC COMMENT OPPORTUNITY

At 9:06 a.m. Chair Beard opened and closed the public comment opportunity with no persons addressing the Board.

COMMITTEE REPORTS & ANNOUNCEMENTS

Supervisor Dryden commended the Sheriff, the Acting Chief Probation Officer and all public servants who helped keep the peace during the protest on the east side of the County.

Supervisor Adams reported that comments regarding the Finance Committee will be addressed under the budget discussion.

DEPARTMENT MANAGERS' REPORTS & ANNOUNCEMENTS

The Director of Behavioral Health reported on the completion of the foundation for the Wellness Center.

The Director of Health and Social Services provided an update on the completion of the foster home/resource family program; a 24% increase in new applications for public assistance; the backfill for realignment funds; the elimination of the CHEP in the Governor's budget which is an $85,000 loss of revenue to the public health budget; the status of the underground tank in Downieville; and the recruitment status for the Environmental Health and Financial Officer positions.

The Sheriff reported on activities over the weekend in the County including the protest held in Loyalton.

Supervisor Dryden thanked Judi Behlke, Personnel Analyst for providing the updated staffing reports.

FOREST SERVICE UPDATE

Sierraville District Ranger Quentin Youngblood provided update on the opening of campgrounds; timber sales; and office operations in the District.

Yuba River District Ranger Lon Henderson reported on the upcoming North Yuba Forest Partnership meeting this Thursday; the Greene Acres project; the opening of campgrounds in the District; and the Yuba Project.

The Auditor commented on the Plumas Nation Forest switching to vendor run campgrounds and questioned if the Tahoe National Forest is going to do the same.

Ranger Henderson and Ranger Youngblood clarified that the Tahoe National Forest has no intent to have concessionaire run facilities.

7.B. Discussion/action with respect to fees implemented by the Plumas National Forest for use of boat ramp at Gold Lake and hiking trail to Frazier Falls. (SUPERVISOR HUEBNER)

Supervisor Huebner provided background on the fees implemented by the Plumas National Forest for use of the boat ramp at Gold Lake and the hiking trail to Frazier Falls.

Supervisor Adams expressed concerns with the fees being charged at the boat ramp and the County not receiving any communication regarding the new fees.

Chris Carlton, Plumas National Forest Supervisor commented on their decision to bring on a concessionaire and the implementation of fees due to sites that have not been adequately maintained.

Forest Supervisor Carlton further clarified that they have suspended Frazier Falls from the concession permit and are no longer charging these fees.

Supervisor Adams reiterated his concerns regarding the lack of communications with Sierra and Plumas Counties regarding the implementation of fees. Supervisor Adams further suggested increasing campsite fees as they are a common fee.

Discussion ensued with the Board.

Comments were received by Erika Brenzovich, Plumas National Forest Recreation Program Manager.

Forest Supervisor Carlton continued to provide an update on campgrounds and requesting the campground concessionaires to work with the County before they open.

Further discussion ensued with the Board and staff.

Supervisor Dryden and Adams suggested an overall increase in campground fees rather individual site fees.

10. TIMED ITEMS

10.A. 10:00 A.M. UC COOPERATIVE EXTENSION

Presentation by Tracy Schohr, UC Cooperative Extension Livestock and Natural Resource Advisor on the Annual Report for Plumas and Sierra County.

Tracy Schohr, Livestock and Natural Resources, reviewed the annual report and projects they are currently working on.

Ryan Tompkins, Forestry and Natural Resources, commented on the Alleghany and Sierra Brooks Community Firewise programs and also working with small forest landowners and industrial timberland owners on forest management issues.

Kerry O'Reilly, 4-H Program Representative, commented on the 4-H program and how they anticipate selling the 4-H animals this year due to COVID-19.

In response to Supervisor Roen's inquiries, Ms. O'Reilly clarified that they are following the state guidelines with respect to group gatherings and the Livestock Sale Committee is meeting this Thursday to determine options on how to sell the 4-H livestock this summer.

10.B. 10:30 A.M. HOUSING TOOLS - NO PLACE LIKE HOME HOMELESS PLAN

Approval of the Plumas and Sierra Counties Plan to address Homelessness; accept the Sierra County Housing Study and the No Place Like Home (NPLH) Housing Site Feasibility Study for Sierra County; and authorize staff to issue a Request for Qualifications (RFQ) in order to solicit information from potential development sponsors as to their experience and qualifications to pursue an NPLH project in Sierra County.

The Director of Behavioral Health provided background on the technical assistance grant funds and joint effort with Plumas County to look at homelessness in both Sierra and Plumas counties.

James Coles, Housing Tools, presented a PowerPoint on the No Place Like Home Program – Plan to Address Homelessness, Housing Needs Study and Site Feasibility Study.

Supervisor Adams recommended amending the Sierra County Housing Study as it states there are 2470 State Government jobs in Sierra County. Supervisor Adams further clarified the reason for partnering with Plumas County was to put a facility in Plumas County as Sierra County doesn't have the necessary support facilities. Supervisor Adams also expressed concerns with using commercial property on Main Street in Loyalton as a site for permanent supportive housing.

The Director explained that the original intent was to partner with Plumas County, however they felt they needed to look at all opportunities in order to give a good picture of what the County has to offer. The Director further clarified that in order to move forward they have to have this plan approved.

Supervisor Adams continued to express concerns with approving anything that includes two commercial sites in Loyalton in the plan as government shouldn't be in a commercial area.

Mr. Coles clarified what is before the Board for approval is the 10 year plan which is required for the funding; they are not asking the Board to approve the site feasibility study.

Considerable discussion ensued with the Board.

Following discussion, the Board moved to approve the No Place Like Home Homeless Plan for Plumas and Sierra Counties.

Supervisor Roen stepped down from the Board at 11:25 a.m.

APPROVED as amended. Motion: Adams/Huebner/Unanimous Roll Call Vote: 4/0/1 (Supervisor Roen ABSENT)

Discussion ensued regarding the Sierra County Housing Study and the No Place Like Home (NPLH) Housing Site Feasibility Study and Request for Qualifications (RFQ).

At the request of the Director and by consensus, the Board continued the approval of the Sierra County Housing Study and the No Place Like Home (NPLH) Housing Site Feasibility Study for Sierra County and authorization to issue a Request for Qualifications (RFQ) to the next meeting.

At 11: 35 a.m. Supervisor Roen returned to the Board.

10.C. 11:00 A.M. SIERRA COUNTY LAND TRUST
Presentation and report on the completion of the Sierra County Land Trust Packer Saddle Fuel Reduction Project.

Laurie Oberholtzer, Sierra County Land Trust, reported on the completion of the Packer Saddle Fuel Reduction Project.

6. PROBATION - CHUCK HENSON

6.A. Resolution adopting the 2020-2021 annual budget for Juvenile Justice Crime Prevention Act (JJCP) & Juvenile Probation Camp Funding (JPCF).

The Acting Chief Probation Officer reviewed the proposed 2020-2021 annual budget for Juvenile Justice Crime Prevention Act (JJCP) & Juvenile Probation Camp Funding (JPCF).

The Board moved to adopt the resolution adopting the 2020-2021 annual budget for Juvenile Justice Crime Prevention Act (JJCP) & Juvenile Probation Camp Funding (JPCF).

ADOPTED, Resolution 2020-071. Motion: Adams/Roen/Unanimous

6.B. Resolution approving the proposed 2020-2021 budget for the Community Corrections Partnership (CCP).

The Acting Chief Probation Officer reviewed the proposed 2020-2021 budget for the Community Corrections Partnership (CCP). The Acting Chief Probation Officer also commented on the omission of the case management system for the District Attorney's office in the amount of $15,050 from the proposed budget, which was approved by the CCP.

The Board moved to adopt the resolution approving the proposed 2020-2021 budget for the Community Corrections Partnership (CCP) as amended to include the $15,050 for the District Attorney's case management system.

ADOPTED as amended, Resolution 2020-072. Motion: Roen/Huebner/Unanimous Roll Call Vote: 5/0

7. BOARD OF SUPERVISORS

7.A. CONTINUED COVID-19 PUBLIC HEALTH EMERGENCY UPDATE: Report from the Sierra County Public Health, County 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)

Reports were given by the County Health Officer and the Director of Health and Social Services.

Discussion ensued regarding the recent department managers meeting and the consensus of the group regarding the use of face coverings in the courthouse common areas.

Additional reports were made by Lee Brown, OES Coordinator and Director of Public Works.

Discussion ensued regarding the opening of the courts and how jury trails will be coordinated, and how to proceed with Board meetings going forward.

Following discussion and by consensus, the Board continued the discussion regarding how to proceed with conducting Board of Supervisors meetings to the next meeting.

10.D. 1:30 P.M. COUNTY SERVICE AREA BOARD OF DIRECTORS

Meeting of the County Service Area (CSA) Board of Directors.

At 1:33 p.m., Chair Beard recessed the Regular Board meeting and reconvened as the County Service Area Board of Directors.

At 2:21 p.m., Chair Beard adjourned as the County Service Area Board of Directors and reconvened as the Board of Supervisors.

CLOSED SESSION STATEMENT

Deputy County Counsel reported out for the June 2, 2020 Board meeting.

June 2, 2020 – 10.A. Closed session pursuant to Government Code Section 54957 - performance review regarding Personnel Director.

Deputy County Counsel reported that direction was given to staff.

11. CLOSED SESSION

11.A. Closed session pursuant to Government Code Section 54957 - performance review regarding Personnel Director.

CLOSED SESSION STATEMENT

The Board met in closed session from 2:22 p.m. to 3:25 p.m. County Counsel reported that direction was given to staff.

7.C. Discussion/direction to staff regarding transfer of .82 acre parcel adjacent to the Downieville Cemetery from the County of Sierra to the Sierra County Cemetery District No. 3. (SUPERVISOR ADAMS)

Supervisor Adams provided background on the previous request from a realtor to purchase a County owned piece of property which has 71 unmarked graves, most of which are paupers graves, dating from 1904-1920 and the Board's determination not to sell the property. Supervisor Adams further recommended transferring this property to the Cemetery District.

The Director of Public Works reviewed the history of the property and recommended the Board direct staff to work on the process to convey the property to the Cemetery District.

By consensus, the Board directed staff to begin working on the process to transfer the .82 acre parcel adjacent to the Downieville Cemetery from the County to Cemetery District No. 3.

8. PUBLIC WORKS/TRANSPORTATION - TIM BEALS

8.A. License Agreement (Public Safety Power Shutoff) with Pacific Gas and Electric Company for use of a portion of the Lower Alleghany Fire Department located at 514 Miners Street (same location as the County Road Shop) Alleghany, Assessor's Parcel Number 004-270-006 as a customer resource center during public safety power shutoff events.

The Director of Public Works provided background on the building used by both the Road Department and Alleghany Fire Department which PG&E recognized as an ideal location for a common resource center if needed. The Director further suggested the rents from PG&E go to the Fire Department to offset their costs, if any.

The Board moved to approve the License Agreement (Public Safety Power Shutoff) with Pacific Gas and Electric Company for use of a portion of the Lower Alleghany Fire Department located at 514 Miners Street (same location as the County Road Shop) Alleghany, Assessor's Parcel Number 004-270-006 as a customer resource center during public safety power shutoff events, with the intent to have the rents go to the Alleghany Fire Department.

APPROVED, Agreement 2020-069. Motion: Adams/Roen/Unanimous Roll Call Vote: 5/0

8.B. Review and direction to staff on proposal to hire three part time positions (road maintenance worker 1-Step A through C) for a "brush removal crew" not to exceed a 60 to 90 day period (July through September) to remove and dispose of roadside brush on all County roads and park facilities.

The Director of Public Works provided background on the proposal to hire three part time individuals for brush removal.

The Board moved to authorize staff to hire three part time positions (road maintenance worker 1-Step A through C) for a "brush removal crew" not to exceed a 60 to 90 day period (July through September) to remove and dispose of roadside brush on all County roads and park facilities.

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

8.C. Rescission of Agreement No. 2020-003 and approval of revised agreement with Plumas County for County Free Library Services.

The Director of Public Works provided background on the proposed library agreement which cost to the County for the service and personnel costs the County will incur is substantially less than previous years. The Director continued to comment on the need the for inspections of the branch library sites for safety compliance and to direct the Personnel Director and County Auditor to draft job descriptions for the Library Assistant positions.

Supervisor Adams commented that the Personnel Department has agreed to oversee the library staff.

The Board moved to rescind Agreement No. 2020-003; approve revised agreement with Plumas County for County Free Library Services; direct staff to create the

Library Assistant job descriptions; and direct the Personnel Department to oversee the library employees.

APPROVED, Agreement 2020-070. Motion: Huebner/Dryden/Unanimous Roll Call Vote: 5/0

9. COUNTY BOARD OF SUPERVISORS AND COUNTY SERVICE AREAS JOINT MEETING

At 3:57 p.m. Chair Beard convened as the County Board of Supervisors and County Service Area joint meeting.

9.A. Discussion/direction/adoption of a resolution setting the County Service Area Preliminary Budget for Fiscal Year 2020-2021.

The Auditor briefly reviewed the County Service Area Preliminary Budget.

The Board moved to adopt the resolution setting the County Service Area Preliminary Budget for Fiscal Year 2020-2021.

Supervisor Dryden questioned CSA 5's contribution of $10,500 to the Loyalton Library and suggested that some of this should come out of CSA 4.

Discussion ensued with the Board.

The Director of Public Works indicated that there are some compelling reasons for the City of Loyalton to contribute to the library.

Supervisor Dryden also suggested coordinating with the School District to share some of the costs.

By consensus, the Board directed the Auditor to determine the amount the City of Loyalton should be paying towards the Loyalton Library and return to the Board for further discussion.

ADOPTED, CSA Resolution 2020-005. Motion: Huebner/Dryden/Unanimous Roll Call Vote: 5/0

9.B. Discussion/direction/adoption of a resolution setting the County & Special Revenue Funds Preliminary Budget for Fiscal Year 2020-2021.

The Auditor reviewed the County and Special Revenue Funds Preliminary Budget which is predominantly last year's budget with a few recommended changes from the Finance Committee including promotions, the IT contract already approved by the Board and the Public Guardian position. The Auditor also commented on realignment and law enforcement funding which he anticipates the same amounts as previous years and

expressed concerns regarding the loss of Transient Occupancy Taxes as a result of COVID.

Discussion ensued with the Board.

The Auditor referred to an email received from Lynnea White who has typically reviewed the annual County budget over the years. The Auditor continued to clarify the A87 cost shifts, changes in payroll, and having parked funds in County Counsel's budget.

In response to Supervisor Adams' inquiry, the Auditor clarified that the Personnel Director's salary is part of County Counsel's contract.

Supervisor Adams also clarified that the requested secretary position for the Personnel Department has not been funded at this time.

Board discussion ensued.

The Auditor further requested confirmation to send the $8,000 to the Historical Society even though they are not opening the Kentucky Mine this summer and the need to add $15,000 for the District Attorney's case management system.

The Board moved to adopt the resolution setting the County & Special Revenue Funds Preliminary Budget for Fiscal Year 2020-2021 as amended to include the $15,000 for the District Attorney's case management system and to send the $8,000 to the Historical Society for the Kentucky Mine.

ADOPTED as amended, Resolution 2020-072. Motion: Adams/Roen/Unanimous Roll Call Vote: 5/0

9.C. Minutes from the County Service Area Board of Directors meeting held May 19, 2020. (CLERK)

The Board moved to approve the minutes from the County Service Area Board of Directors meeting held on May 19, 2020.

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

9.D. Minutes from the County Service Area Board of Directors meeting held June 2, 2020. (CLERK)

The Board moved to approve the minutes from the County Service Area Board of Directors meeting held on June 2, 2020.

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

At 4:31 p.m. Chair Beard adjourned the joint meeting of the Board of Supervisors and County Service Area Board of Directors and reconvened as the Board of Supervisors.

ADJOURN

At 4:31 p.m., with no further business, Chair Beard adjourned the meeting.

_____
JIM BEARD, CHAIR
BOARD OF SUPERVISORS

ATTEST:

_____
HEATHER FOSTER
CLERK OF THE BOARD

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

MEETING DATE: September 1, 2020	**TYPE OF AGENDA ITEM:** ☐Regular ☐Timed ☒Consent

DEPARTMENT: Clerk-Recorder
APPROVING PARTY: Heather Foster, Clerk-Recorder
PHONE NUMBER: 530-289-3295

AGENDA ITEM: Minutes from the regular meeting held on August 4, 2020.

SUPPORTIVE DOCUMENTS ATTACHED: ☐Memo ☐Resolution ☐Agreement ☒Other
Minutes

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:

_____ _____
CLERK TO THE BOARD DATE

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

Lee Adams, Vice-Chair, District 1
P.O. Box 1 - Downieville, CA 95936 - 530-289-3506 - supervisor1@sierracounty.ca.gov
Peter W. Huebner, District 2
P.O. Box 349 - Sierra City, CA 96125 - 530-565-6055 - phuebner@sierracounty.ca.gov
Paul Roen, District 3
P.O. Box 43 - Calpine, CA 96124 - 209-479-2770 - supervisor3@sierracounty.ca.gov
Jim Beard, Chair, District 4
P.O. Box 1140 - Loyalton, CA 96118 - 530-565-6092 -jbeard@sierracounty.ca.gov
Sharon Dryden, District 5
P.O. Box 246 - Loyalton, CA 96118 - 530-913-9218 - sdryden@sierracounty.ca.gov

The Sierra County Board of Supervisors met in regular session commencing at 9:00 a.m. on August 4, 2020. This meeting was recorded for posting on the Board of Supervisors' website at www.sierracounty.ca.gov.

PLEDGE OF ALLEGIANCE: Led by Chair Beard

ROLL CALL

Present: Lee Adams, Supervisor, Vice-Chair, District #1
Peter W. Huebner, Supervisor, District #2
Paul Roen, Supervisor, District #3
Jim Beard, Supervisor, 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
Jeremy Miller, Chief Technology Officer

APPROVAL OF CONSENT AGENDA

The Board moved to approve the Consent Agenda.

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

12. CONSENT AGENDA

12.A. Resolution approving agreement for jail services between Nevada County and Sierra County for the booking and housing of inmates. (SHERIFF)

ADOPTED, Resolution 2020-086
APPROVED, Agreement 2020-087

12.B. Resolution approving the California Office of Emergency Services (CalOES) 2020/21 Victim/Witness Grant. (DISTRICT ATTORNEY)

ADOPTED, Resolution 2020-087

12.C. Agreement between County of Sierra and Northern California EMS, Inc. COVID-19 Hospital Preparedness Program (HPP) award # COVID-19-4602 Multi-County Local Emergency Medical Services Agency (LEMSA) deliverables. (PUBLIC HEALTH)

APPROVED, Agreement 2020-088

12.D. Amendment to Agreement 2005-153, 2008-125, 2011-062, 2018-045 and 2020-012 between the County of Plumas and the County of Sierra for Unified Program Services. (PUBLIC HEALTH)

APPROVED, Agreement 2020-089

12.E. Professional Services Agreement between Sierra County Child Abuse Council and Sierra County to provide the community outreach and education, as well as skills training and resources to achieve goals essential to the safety, permanency, and well-being of children and families in Sierra County. (SOCIAL SERVICES)

APPROVED, Agreement 2020-090

12.F. Professional Services Agreement between Toddler Towers, Inc. and Sierra County for early childhood care and education, parent support and respite care services. (SOCIAL SERVICES)

APPROVED, Agreement 2020-091

12.G. Resolution Approving the Training/Consultation Agreement between Victor Training Services and Sierra County Behavioral Health for Therapeutic Behavioral Services (TBS) and authorizing the Behavioral Health Administrative Director to sign the agreement. (BEHAVIORAL HEALTH)

ADOPTED, Resolution 2020-088
APPROVED, Agreement 2020-092

12.H. Tesla Energy Products Purchase Agreement-California Self-Generation Incentive Program (SGIP) for an Energy Storage System (battery backup) for the Sierra County Courthouse Complex to be installed at no cost to the county. (PUBLIC WORKS)

APPROVED, Agreement 2020-093

12.I. Resolution of Intent proposing use of Title III funds in the total amount of $500.00 for costs for mapping for the GIS System related to the Sierra Brooks Community Firewise Plan in order to increase protection of people and property, including adjacent federal lands, around the communities of Sierra Brooks. (PUBLIC WORKS)

ADOPTED, Resolution 2020-089

12.J. Minutes from the regular meeting held on July 21, 2020. (CLERK)

APPROVAL OF REGULAR AGENDA

The Board moved to approve the Regular Agenda.

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

REGULAR AGENDA

2. PUBLIC COMMENT OPPORTUNITY

At 9:02 a.m. Chair Beard opened and closed the public comment opportunity with no persons addressing the Board.

3. COMMITTEE REPORTS & ANNOUNCEMENTS

Supervisor Adams wished Supervisor Dryden a Happy Birthday.

Supervisor Huebner reported on a meeting held last Friday regarding a 121 acre parcel in Verdi that was recently listed for $1.2 million and having also met with Lauri Oberholtzer, Sierra County Land Trust regarding grant opportunities for the Land Trust to purchase this property.

Supervisor Dryden reported on the Sierra Brooks Community Firewise meeting.

4. DEPARTMENT MANAGERS' REPORTS & ANNOUNCEMENTS

The Director of Health and Social Services reported on the extension of the Cal Fresh program through the month of August; Child and Adult Protective Services; and making a request to the Finance Committee regarding making the Public Guardian position full time.

The Chief Technology Officer reported on the migration to Microsoft Office 365.

The Sheriff reported on the July 25th lightning strike incident at Stampede Reservoir that resulted in one victim and moving forward with the prosecution of the homicide that happened over the 4th of July weekend.

The Assessor reported she has mailed the invoice to the Forest Service for campground solid waste fees which is due on August 31st.

The Director of Planning reported on the completion of the grant guidelines for the Prop 68 funding and the need to reopen discussions regarding the available $400,000 per capita funds to the County; working on the completion of signs prohibiting OHV use on six county roads including Long Valley, Dog Valley, Stampede, and Henness Pass; and solid waste issues on the west side of the County.

In response to Supervisor Dryden's inquiry, the Director indicated that COVID relief funds can be used to offset the costs for the increased sanitation services.

The Director continued to report on Professional Forester Danielle Bradford giving notice of termination of her contract and working on an amendment to the existing contract to name a new Professional Forester for the Yuba Project; PSP grant funds and working with Tesla for a battery backup for the Courthouse; three zoning and building code violations in the County that will be referred to the District Attorney; and the PPE distribution to the businesses from the Sierra Business Council.

In response to Supervisor Adams' inquiry, the Director clarified that the OHV signs will be added to the Howland Flat area, Long Valley, Dog Valley, Smithneck, Stampede, Henness Pass, Cal Ida, and Saddleback.

Discussion ensued regarding enforcement of Side by Sides on County roads.

Lee Murakami, Tesla provided background on the battery backup project being deployed at the County Courthouse.

Personnel Analyst Judi Behlke reported on the Trindel Loss Prevention Audit and the County receiving a score of 99 out of 100.

5. FOREST SERVICE UPDATE

Yuba River District Ranger Lon Henderson provided an update on the large increase in usage of national forest roads; Engine 32 operations; timber sales; recent lightning strikes which resulted in six fires; the Aspen restoration project; and the status of campgrounds.

Sierraville District Ranger Quentin Youngblood provided an update on the increase in recreation activities on national forest roads; being fully staffed with respect to fire resources; and mastication/fuel reduction projects.

11. TIMED ITEMS

11.A. 10:00 A.M. COUNTY BOARD OF SUPERVISORS AND COUNTY SERVICE AREAS JOINT MEETING

At 10:01 a.m. Chair Beard convened as the County Board of Supervisors and County Service Area joint meeting.

11.A.i. 1) Conduct public hearing on proposed annual assessment fee for County Service Area 4 - Zone 4B Verdi and Long Valley Fire Protection and Emergency Medical Services; 2) determination of written protests received following the conclusion of the public hearing; and 3) possible adoption of resolution establishing annual assessment fee for County Service Area 4 - Zone 4B Verdi and Long Valley Fire Protection and Emergency Medical Services.

At 10:03 a.m. Chair Beard opened and closed the public hearing with no persons addressing the Board.

The Clerk stated for the record that only one written protest was received on the proposed annual assessment fee for County Service Area 4 – Zone 4B, therefore a majority protest was not received.

The Board moved to adopt the resolution establishing annual assessment fee for County Service Area 4 - Zone 4B Verdi and Long Valley Fire Protection and Emergency Medical Services.

ADOPTED, CSA Resolution 2020-006. Motion: Huebner/Roen/Unanimous Roll Call Vote: 5/0

William Copren, Sierra County Fire Protection District Director thanked the Board and staff for the completion of the annexation, zone of benefit and new assessment.

The Director of Planning provided an overview the entire project.

11.A.ii. Resolution repealing a special tax in County Service Area 4 - Verdi Zone of Benefit imposed by Resolution 2006-063.

The Clerk provided background on the process for repealing the special tax and the determination that the Board of Supervisors could repeal the tax by resolution rather than sending it to the voters.

The Board moved to adopt the resolution repealing a special tax in County Service Area 4 - Verdi Zone of Benefit imposed by Resolution 2006-063.

ADOPTED, Resolution 2020-090. Motion: Roen/Huebner/Unanimous Roll Call Vote: 5/0

11.A.iii. Contract Change Order 10 for County Agreement # 2019-002 dated July 23, 2019 with RDC Construction to extend date of completion for the Sierra Brooks Water Project to November 9, 2020, an 81 day time extension.

The Director of Public Works briefly reviewed the Contract Change Order which extends the time for the completion of the project.

The Board moved to approve the Contract Change Order 10 for County Agreement #2019-002 dated July 23, 2020 with RDC Construction to extend date of completion for the Sierra Brooks Water Project to November 9, 2020, an 81 day time extension.

APPROVED. Motion: Dryden/Adams/Unanimous Roll Call Vote: 5/0

At 10:20 a.m. Chair Beard adjourned the joint meeting of the Board of Supervisors and County Service Area Board of Directors and reconvened as the Board of Supervisors.

6. BOARD OF SUPERVISORS

6.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 developments to the COVID-19 Public Health Emergency and possible action/direction to staff. (CLERK OF THE BOARD)

Reports were given by the Director of Health and Social Services; the County Health Officer; and the Director of OES.

7. AUDITOR / TREASURER-TAX COLLECTOR - VAN MADDOX

7.A. Professional Legal Services Agreement between Jeff Cunan and the County of Sierra for defense counsel services in the case of People v. John Thomas Conway, filed in the Sierra County Superior Court.

The Auditor requested not taking action on the proposed agreement at this time as they are still negotiating the terms of the contract with the attorney. The Auditor also clarified that he has added $100,000 to the budget as the County's required match is $87,000 and he added an additional $13,000 for unforeseen costs not covered by the state.

No action taken.

8. HEALTH & SOCIAL SERVICES - VICKIE CLARK

8.A. Amendment to Employment Contract No. 2019-135, with an effective date of March 20, 2020 through March 19, 2021, by and between the County of Sierra, a political subdivision of the State of California and Celia Sutton-Pado, MD.

The Director of Health and Social Services provided background on the request for an amendment to the contract to increase the County Health Officer's time as a result of the COVID-19 pandemic, which is an allowable expense under the COVID-19 grant funding.

The Board moved to approve the amendment to Employment Contract No. 2019-135, with an effective date of March 20, 2020 through March 19, 2021, by and between the County of Sierra, a political subdivision of the State of California and Celia Sutton-Pado, MD.

APPROVED, Agreement 2020-094. Motion: Adams/Huebner/Unanimous Roll Call Vote: 5/0

9. PUBLIC WORKS/TRANSPORTATION - TIM BEALS

9.A. Approval of Stewardship Agreement Supplemental Project Agreement (SPA) between Sierra County and the USDA Forest Service- Tahoe National Forest tiered to Master Stewardship Agreement #20-SA-11051700-006 - 49 Aspen.

The Director of Public Works provided background on the Master Stewardship Agreement and the Yuba Project which is one of the first projects under the agreement.

Supervisor Roen clarified that this allows for the proceeds from the timber created on the project to be reinvested into the project to expand the treatment.

Board discussion ensued regarding future projects prioritizing communities in the County.

The Board moved to approve the Stewardship Agreement Supplemental Project Agreement (SPA) between Sierra County and the USDA Forest Service- Tahoe National Forest tiered to Master Stewardship Agreement #20-SA- 11051700-006 - 49 Aspen.

APPROVED, Agreement 2020-095. Motion: Roen/Huebner/Unanimous Roll Call Vote: 5/0

10. PLANNING / BUILDING - TIM BEALS

10.A. Professional Services Agreement with NST Engineering, Inc to replace the agreement formerly with Jim Mcintyre (Oak Knoll Engineering) for Building Department structural plan check services for building permit plan review as required by the adopted building codes for the County.

Following brief discussion, the Board moved to approve the agreement.

APPROVED, Agreement 2020-096. Motion: Adams/Roen/Unanimous Roll Call Vote: 5/0

ADJOURN

At 11:07 p.m., with no further business, Chair Beard adjourned the meeting.

_____
JIM BEARD, CHAIR
BOARD OF SUPERVISORS

ATTEST:

_____
HEATHER FOSTER
CLERK OF THE BOARD