



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

Lee Adams, Chair, District 1

P.O. Box 1 - Downieville, CA 95936 - 530-289-3506 - supervisor1@sierracounty.ca.gov

Peter W. Huebner, Vice-Chair, District 2

P.O. Box 349 - Sierra City, CA 96125 - 530-862-1004 - supervisor2@sierracounty.ca.gov

Paul Roen, District 3

P.O. Box 43 - Calpine, CA - 209-479-2770 - supervisor3@sierracounty.ca.gov

Jim Beard, District 4

P.O. Box 1140 - Loyalton, CA 96118 - 530-414-8126 - jbeard@sierracounty.ca.gov

Scott A. Schlefstein, District 5

P.O. Box 192 - Loyalton, CA 96118 - 530-993-4900 - supervisor5@sierracounty.ca.gov

The Sierra County Board of Supervisors will meet in regular session commencing at 9:00 a.m. on February 16, 2016 in the Loyalton Social Hall, in the Loyalton City Park, Loyalton, CA. This meeting will be recorded for posting on the Board of Supervisors' website at www.sierracounty.ca.gov.

NOTICE

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

Heather Foster
Clerk of the Board of Supervisors
County of Sierra
100 Courthouse Square, Room 11
P.O. Drawer D
Downieville, CA 95936
[Email](#)

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

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

REGULAR AGENDA

1. 9:00 A.M. STANDING ORDERS

- Call to Order
- Pledge of Allegiance
- Roll Call
- Approval of Consent Agenda, Regular Agenda and Correspondence to be addressed by the Board

2. PUBLIC COMMENT OPPORTUNITY

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

3. COMMITTEE REPORTS & ANNOUNCEMENTS

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

4. DEPARTMENT MANAGERS' REPORTS & ANNOUNCEMENTS

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

5. FOREST SERVICE UPDATE

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

6. PUBLIC WORKS / TRANSPORTATION - TIM BEALS

- 6.A. Resolution of intent to vacate an unnamed alley, at the request of Jerome McCaffrey, as depicted in Book 15, Page of Assessors Parcel Maps and as shown on attached Exhibit A to the resolution.

Documents: [Vacate Alley.pdf](#)

- 6.B. Resolution authorizing application for grant funds from the California Department of Transportation Acquisition and Development Grant for a slurry seal project at Sierraville Dearwater Airport and directing allocation of matching funds to be included in the fiscal year 2016 budget.

Documents: [AandD Grant.Airport..Item.pdf](#)

- 6.C. Continued discussion and direction regarding request of Sierra County Land Trust for input into a grant application to the Sierra Nevada Conservancy for ultimate development of a land management plan for the Sierra Buttes-Lake Basin, specifically the Packer Lake Saddle, Sardine Lake, and Volcano Lake area.

Documents: [Land Trust item.pdf](#)

- 6.D. Discussion and direction on continuation of water restrictions by State Water Resources Control Board.

Documents: [Water Conservation item.pdf](#)

7. BOARD OF SUPERVISORS

- 7.A. Resolution supporting renewal and expansion of pilot project regarding Off Highway Vehicles (OHV) opportunities. (CHAIR ADAMS)

Documents: [Off Highway Vehicles.pdf](#)

- 7.B. Approval of MOU with Plumas County for services by Plumas County Veterans Service Office to veterans residing in Sierra County for fiscal year 2015/2016 and approval of certificates by County to California Department of Veterans Affairs to provide funding for veterans services in Sierra County. (CLERK OF THE BOARD)

Documents: [Veteran Services.pdf](#)

8. COUNTY COUNSEL - JAMES A. CURTIS

- 8.A. Introduction and first reading of an Ordinance amending Sections 8.01.030; 8.01.040; and 8.01.080 of the Sierra County Code; adding Section 8.01.045 and repealing Section 8.01.250 of the Sierra County Code; and adding Chapter 8.02 pertaining to administrative penalties for public nuisances created by cultivation of medical marijuana in violation of Chapter 8.01 of the Sierra County Code.

Documents: [Marijuana Ordinance.pdf](#)

- 8.B. Resolution calling an election for an advisory measure on commercial marijuana activities in Sierra County and consolidating the election with the June 7, 2016, Statewide General Election.

Documents: [Advisory measure marijuana activities.pdf](#)

9. TIMED ITEMS

- 9.A. 10:00 AM BOARD OF EQUALIZATION
Meeting of the Sierra County Board of Equalization

Call to order

- 9.A.i. STIPULATION TO ASSESSED VALUATION - TODD AND CHRISTINA L. WOLF
Stipulation to Assessed Valuation - Todd and Christina L. Wolf Assessment Appeal 2015/16-002.

Documents: [Stipulation Assessment Appeal.pdf](#)

10. 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.

- 10.A. Resolution approving Boating Safety and Waterways Enforcement Financial Aid Program Agreement for fiscal year 2016/2017. (SHERIFF)

Documents: [Boating and Waterways item.pdf](#)

- 10.B. Resolution approving amendment to agreement 2014-123 between the Department of Health Care Services and Sierra County Behavioral Health for Substance Use Disorder (SUD) services for fiscal year 2016/2017. (BEHAVIORAL HEALTH)

Documents: [Board DHCS SUD.pdf](#)

- 10.C. Approval of letter of endorsement confirming the hiring of Kathryn Hill, MFT, as Assistant Director for Behavioral Health. (BEHAVIORAL HEALTH)

Documents: [Kathryn Hill.pdf](#)

- 10.D. Resolution approving the Sierra County Allocation Funding Application, (AFA) and the Scope of Work, (SOW) for the ongoing Maternal, Child and Adolescent Health (MCAH) Program for fiscal year 2015/2016 and authorizing Darden Bynum, Director, to sign documents regarding the AFA. (PUBLIC HEALTH)

Documents: [Board item MCAH.pdf](#)

- 10.E. Approval of letter of support for Sierra Buttes Trail Stewardship regarding trail maintenance grant letter of support. (CHAIR ADAMS)

Documents: [Trail Stewardship Maintenance.pdf](#)

- 10.F. Approval of letter of support for Sierra Buttes Trail Stewardship for state Off Highway Vehicles (OHV) grant regarding Packsaddle trailhead, staging area, and multiple use trail. (CHAIR ADAMS)

Documents: [Trail Stewardship.pdf](#)

- 10.G. Rescission of Sierra County Agreement No 2016-010 and approval of revised professional services agreement between Robert J. Shulman, Attorney at Law and the County of Sierra to correct the effective date of the agreement. (CLERK OF THE BOARD)

Documents: [Revised Spcl Counsel Agm.pdf](#)

- 10.H. Minutes from the regular meeting held on January 5, 2016. (CLERK-RECORDER)

Documents: [01052016 minutes.pdf](#)

11. CORRESPONDENCE LOG

- 11.A. Letter from Sonoma County Juvenile Justice Commission regarding the closure of over half of all treatment facilities providing services for children and adolescents in California.

Documents: [Residential Treatment for Foster Youth.pdf](#)

- 11.B. Letter from the American Lung Association announcing the release of the 14th annual

State of Tobacco Control Report on February 3, 2016.

Documents: [American Lung Association.pdf](#)

- 11.C. Letter from Sherrie Allen resigning from the Alleghany County Water District Board effective February 5, 2016.

Documents: [Aleghany Water District Resignation Letter.pdf](#)

ADJOURN

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

MEETING DATE: February 16, 2016	TYPE OF AGENDA ITEM: <input checked="" type="checkbox"/> Regular <input type="checkbox"/> Timed <input type="checkbox"/> Consent
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DEPARTMENT: Department of Public Works and Transportation
APPROVING PARTY: Tim H. Beals
PHONE NUMBER: 530-289-3201

AGENDA ITEM: Resolution of intent to vacate an unnamed alley, at the request of Jerome McCaffrey, as depicted in Book 15, Page of Assessors Parcel Maps and as shown on attached Exhibit A to the resolution.

SUPPORTIVE DOCUMENTS ATTACHED: Memo Resolution Agreement Other

BACKGROUND INFORMATION: See attached request for abandonment.

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

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

BOARD ACTION: <input type="checkbox"/> Approved <input type="checkbox"/> Approved as amended <input type="checkbox"/> Adopted <input type="checkbox"/> Adopted as amended <input type="checkbox"/> Denied <input type="checkbox"/> Other <input type="checkbox"/> No Action Taken	<input type="checkbox"/> Set public hearing For: _____ <input type="checkbox"/> Direction to: _____ <input type="checkbox"/> Referred to: _____ <input type="checkbox"/> Continued to: _____ <input type="checkbox"/> Authorization given to: _____	Resolution 2016- _____ Agreement 2016- _____ Ordinance _____ Vote: Ayes: Noes: Abstain: Absent: <input type="checkbox"/> By Consensus
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COMMENTS:

CLERK TO THE BOARD _____	DATE _____
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BOARD OF SUPERVISORS, COUNTY OF SIERRA, STATE OF CALIFORNIA

**IN THE MATTER OF
DECLARING INTENT TO
VACATE A STREET, HIGHWAY, OR PUBLIC SERVICE EASEMENT**

RESOLUTION 2016-_____

RECITALS:

1. The Board of Supervisors intends to pursue the vacation of a public street, highway, or service easement; and,
2. The Board of Supervisors intends to conduct a public hearing to consider public testimony relative to the proposed vacation.

**NOW, THEREFORE, THE BOARD OF SUPERVISORS OF THE COUNT OF SIERRA
RESOLVE AS FOLLOWS:**

1. The Board of Supervisors hereby declares its intention to vacate a portion of an existing public access easement as shown on Sierra County Assessor's Parcel Map Book 15, Page 5 in the town of Sierraville, as shown on Exhibit "A" to this resolution.
2. Authorizes accepting the allocation of funds for the project at Sierraville-Dearwater Airport. The vacation proceeding is conducted pursuant to Streets and Highways Code, Section 8300 and following.
3. The general location and extent of the public street, highway or easement to be vacated is a strip of land approximately 20 feet in width and 110 feet in length that is either a public access easement or a part of Battelle Street, but in either case is a public access strip of land under jurisdiction of Sierra County as shown on Sierra County Assessor's Parcel Map Book 15, Page 5, situated between Sierra County Assessor Parcels 015-052-003-0 and 015-052-004-0.
4. A public hearing to allow all persons interested in the proposed vacation to offer testimony shall be held at the continued Board of Supervisors Meeting on Tuesday, March 16, 2016 at 10:00 a.m. in Loyalton, California.

ADOPTED by the Board of Supervisors of the County of Sierra on the 16th day of February, 2016, by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

COUNTY OF SIERRA

LEE ADAMS, CHAIRMAN
BOARD OF SUPERVISORS

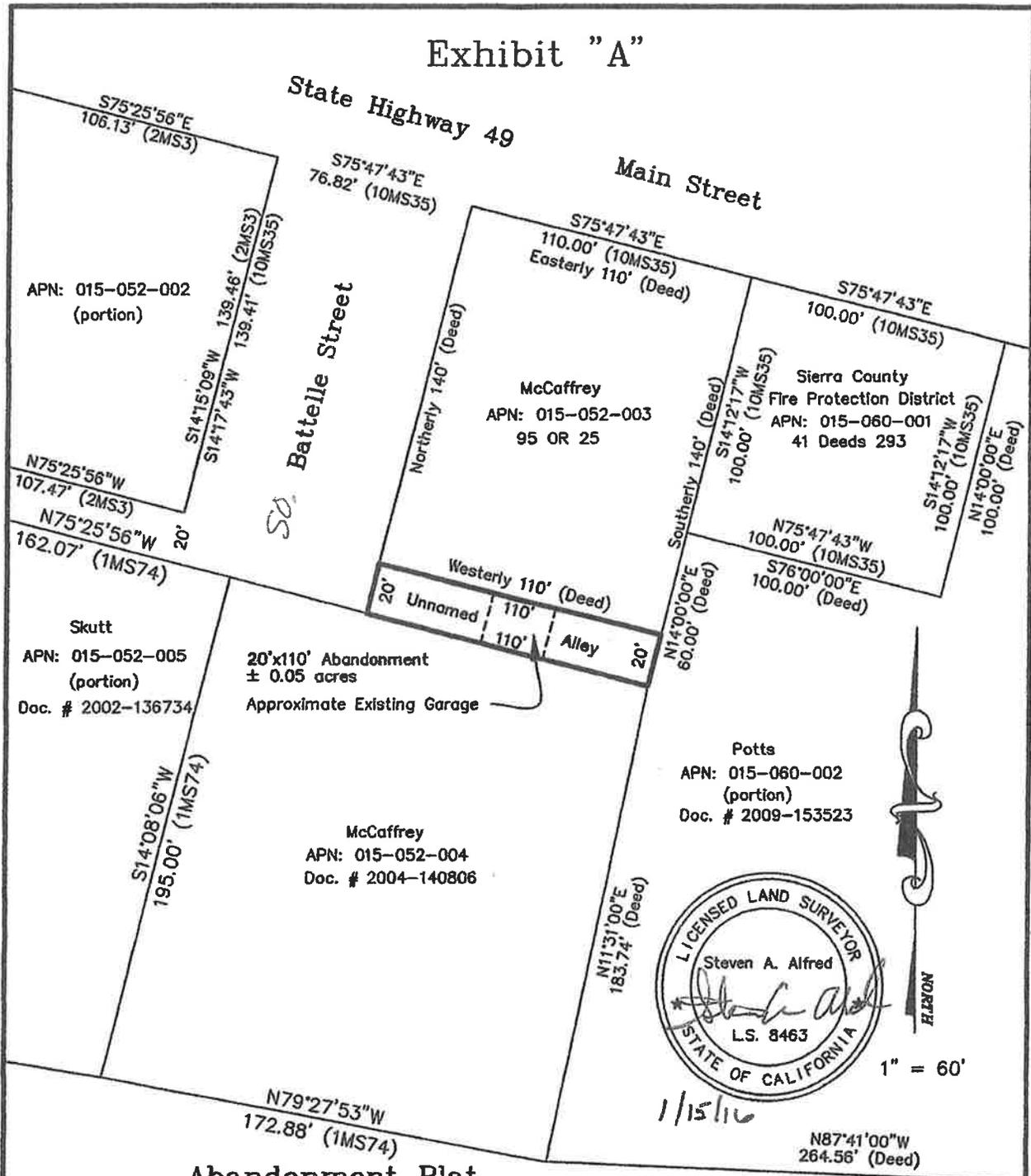
ATTEST:

APPROVED AS TO FORM:

HEATHER FOSTER
CLERK OF THE BOARD

JAMES A. CURTIS
COUNTY COUNSEL

Exhibit "A"



Abandonment Plat prepared for Jerome L. McCaffrey

A Portion of an Unnamed Alley
Situate in the NE 1/4 of Section 13
Township 20 North, Range 14 East, M.D.M.
Unincorporated Area ~ Sierra County ~ California
January, 2016



Steven A. Alfred
Profession Land Surveyor
P.O. Box 916
Loyalton, CA 96118
(530) 826-4587

EXHIBIT "A"

ABANDONMENT DESCRIPTION

All that certain real property being a portion of an unnamed alley situate in the Northeast 1/4 of Section 13, Township 20 North, Range 14 East, M.D.M., in the unincorporated Town of Sierraville, County of Sierra, State of California and being more particularly described as follows:

Beginning at the Southwest corner of that certain piece, part or parcel of land described in the Quitclaim Deed to Jerome L. McCaffery, Jr., recorded January 11, 1982 in Volume 95 at Page 25, Sierra County Official Records, said point being the intersection of the easterly sideline of Battelle Street and the northerly sideline of said unnamed alley; thence from said Point of Beginning, along said northerly sideline of the unnamed alley, easterly 110 feet, more or less, to the westerly line of that certain parcel of land described in the Grant Deed to Lynne S Potts, recorded November 19, 2009 as Document # 2009153523, Sierra County Official Records; thence along said westerly line, southerly 20 feet, more or less, to the Southeast corner of said unnamed alley as described in the immediately aforementioned grant deed; thence along the southerly sideline of said unnamed alley, westerly 110 feet, more or less, to the southerly extension of said easterly sideline of Battelle Street; thence along said southerly extension of the easterly sideline of Battelle Street, northerly 20 feet, more or less, to the Point of Beginning.

Said abandonment parcel containing 2,200 square feet, more or less.



1/15/16

February 1, 2016

Sierra County Board of Supervisors
Drawer D
Downieville, CA. 95936

Jerry McCaffrey
3502 Farm District Road
Fernley, NV 89408



Gentlemen:

As I verbally mentioned to you recently, I was granted an emergency permit to construct an entire new sewer system at the residence located at 200 East Main St. in Sierraville. This was necessitated due to the failure of the very old system.

The issuance of the emergency permit was greatly appreciated and allowed us to go forward. The entire sewer system has been completed and all phases of the construction has been "signed off." However, in order to "final" the permit we have to combine certain property parcels into one only. This will necessitate a parcel merger.

The first step in this action however is to seek an abandonment from the County of an unused old dead end spur portion of an alley through which we had to cross with the shit from the septic tank and pumped out to the leach field.

The system was designed, due to space limitations of the residential parcel and the adjacent waterway, by Dennis Dodds & Associates of Truckee and approved by Elizabeth Morgan of Sierra County Health Department and Brandon Pangman of the Planning Department In issuing the permit. Looking at the attached "exhibit A" plat I've indicated the affected area in red.

We found that this area of 110' by 20' was apparently never formalized on any County records and apparently was just drawn in in the original mapping and forgotten. Please consider this a formal request for the County to abandon this now described parcel to me.

Under the Countys' direction, and at my expense, I hired Mr. Stephen Alfred, professional and licensed land surveyor to draw up a legal description for this property. He did so, utilizing the legal descriptions of all the surrounding parcels.

Assuming that this abandonment is granted to me, my next step then will be to come back to the County for a merger of the now three parcels so that the sewer system is on a single parcel as required.

Due to very unfortunate personal circumstances, I have listed this property for sale with a local realtor. Obviously your help in expediting this matter will be greatly appreciated.

Very truly yours, Jerome L. "Jerry" McCaffrey 3502 Farm District Road Fernley, NV. 89408

A handwritten signature in cursive script that reads "Jerry McCaffrey".

10' SEPTIC SETBACK

CAPPING FILL (TYP.)

(3) OBSERVATION PORTS (TYP.)

(3) 60' LONG ELJEN A42 GSF TRENCHES FED BY PRESSURE DISTRIBUTION - 1" Ø LATERALS

OP3

1.25" MANIFOLD

100' SETBACK

1.5" TRANSPORT LINE

PLAN# 015-052-004

SHED

SHED

COOP

FENCE (TYP.)

10' SEPTIC SETBACK

BARN

SHED

GOLD CREEK

109'

108'

107'

173'

109'

108'

SO₂ BATTELLE STREET
EDGE OF PAVEMENT (TYP.)



- Provide:
- 1) Legal description
 - 2) Letter to Owner requesting to see site at 10:00 AM
 - 3) If water table is not indicated on site, a 4" hole must be drilled

415302

PROpane TANK

DECK

TOP OF BANK

EXISTING 3 BEDROOM RESIDENCE

INSTALL CLEANOUT 4" SCHEDULE 40 ABS

INSTALL WATERTIGHT 1500 GALLON SEPTIC TANK WITH ACCESS RISERS REMOVE EXISTING SEPTIC TANK

INSTALL ORENCO MVP 51 DM CONTROL PANEL - USE DEFAULT SETTINGS - 40 SECONDS ON, 1 HOUR OFF

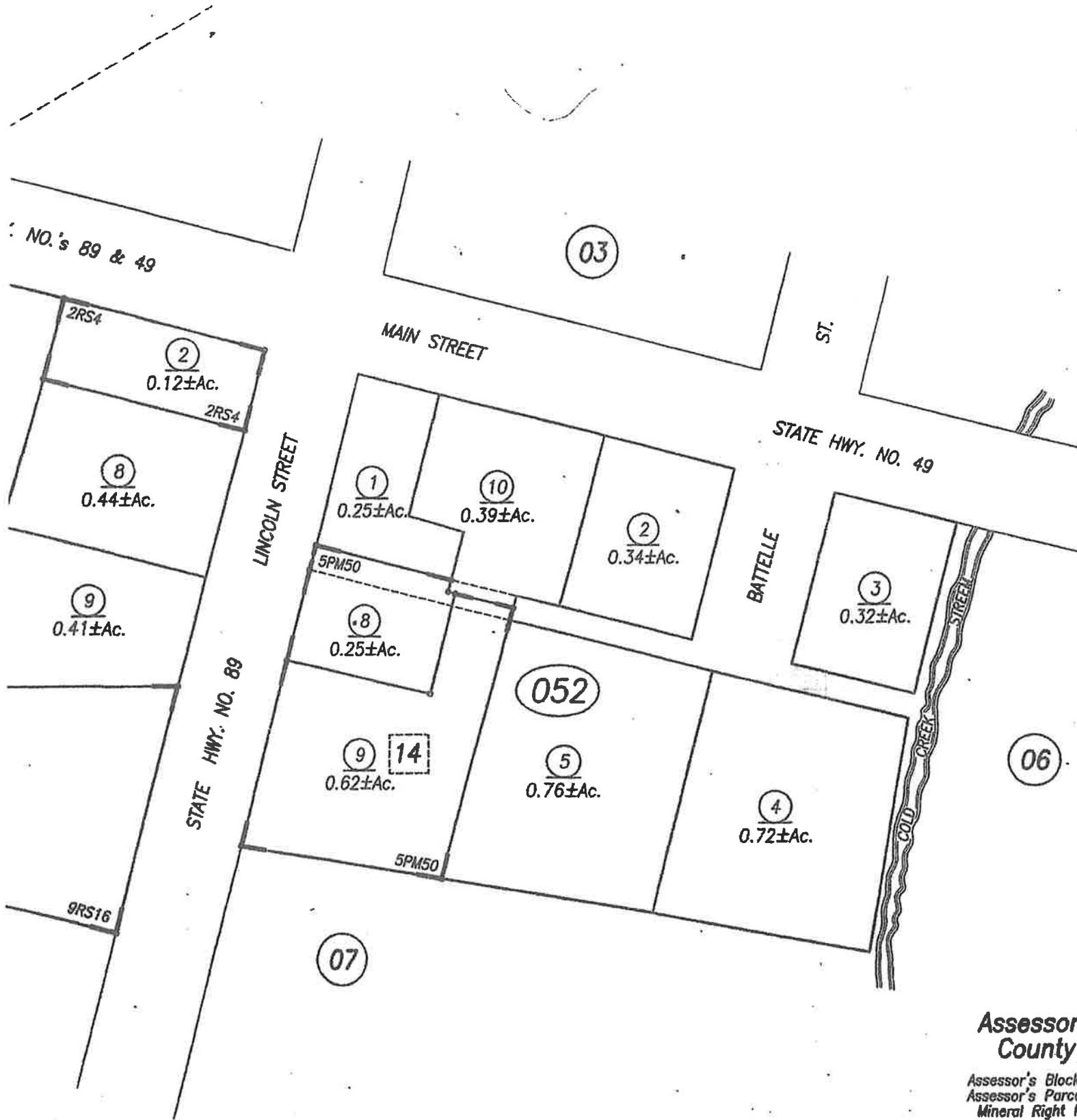
INSTALL WATERTIGHT 1000 GALLON PUMP TANK WITH ACCESS RISER ±10'

PLAN# 015-052-003



TOWN OF SIERRAVILLE
 SEC. 13, T.20N., R.14E., M.D.B.&M.

Tax Rate Area
 52-018



**Assessor
 County**

Assessor's Block
 Assessor's Parcel
 Mineral Right

NOTE
 This map was prepared for assessment purposes only, and is not
 intended to illustrate legal building sites or supersede local ordinances.
 Official information concerning size or use of any parcel should be
 obtained from recorded documents and local governing agencies.

DRAWN bam 04-09
 REVISED km 08/02
 REVISED km 04/17
 REVISED
 Copyright ©1999, Sierra

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

MEETING DATE: February 16, 2016	TYPE OF AGENDA ITEM: <input checked="" type="checkbox"/> Regular <input type="checkbox"/> Timed <input type="checkbox"/> Consent
DEPARTMENT: Department of Public Works and Transportation	
APPROVING PARTY: Tim H. Beals	
PHONE NUMBER: 530-289-3201	

AGENDA ITEM: Resolution authorizing application for grant funds from the California Department of Transportation Acquisition and Development Grant for a slurry seal project at Sierraville Dearwater Airport and directing allocation of matching funds to be included in FY 2016 budget.

SUPPORTIVE DOCUMENTS ATTACHED: Memo Resolution Agreement Other
Record of Proceeding from November 3, 2015.

BACKGROUND INFORMATION: On November 3, 2015 the Board approved a request for authorization to proceed with an application for funding in the amount of \$180,000 to pursue a \$200,000 slurry seal project at the airport. A resolution is required. The resolution must also certify the availability of matching funds from the sponsor (Sierra County) or other non-state/non-federal funding source to meet the required local share of the project cost in the state fiscal year for which the application is made (FY 2016).

FUNDING SOURCE: GENERAL FUND
GENERAL FUND IMPACT: General Fund Impact
OTHER FUND:
AMOUNT: \$20,000 N/A

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

BOARD ACTION: <input type="checkbox"/> Approved <input type="checkbox"/> Approved as amended <input type="checkbox"/> Adopted <input type="checkbox"/> Adopted as amended <input type="checkbox"/> Denied <input type="checkbox"/> Other <input type="checkbox"/> No Action Taken	<input type="checkbox"/> Set public hearing For: _____ <input type="checkbox"/> Direction to: _____ <input type="checkbox"/> Referred to: _____ <input type="checkbox"/> Continued to: _____ <input type="checkbox"/> Authorization given to: _____	Resolution 2016- _____ Agreement 2016- _____ Ordinance _____ Vote: Ayes: Noes: Abstain: Absent: <input type="checkbox"/> By Consensus
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COMMENTS:

CLERK TO THE BOARD

DATE

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

MEETING DATE: November <u>3</u> 2015	TYPE OF AGENDA ITEM: <input checked="" type="checkbox"/> Regular <input type="checkbox"/> Timed <input type="checkbox"/> Consent	L.F.
DEPARTMENT:	Public Works & Transportation	
APPROVING PARTY:	Tim H. Beals, Director	
PHONE NUMBER:	530-289-3201	

AGENDA ITEM: Request for authorization to proceed with application for funding through the California Division of Aeronautics Acquisition and Development (A&D) Grant Program in the amount of \$180,000 to pursue a \$200,000 slurry seal project for the Sierraville Dearwater Airport.

SUPPORTIVE DOCUMENTS ATTACHED: Memo Resolution Agreement Other

BACKGROUND INFORMATION: These funds are available for eligible airports subject to programming and allocation by the California Transportation Commission (Commission). A 10% local match is required. This would be a \$200,000 project and the County commitment would be \$20,000. The A&D grants are used for airport improvement projects as well as to prepare or update Airport Land Use Compatibility Plans (ALUCP).

FUNDING SOURCE: CALIFORNIA DIVISION OF AERONAUTICS 80%, LOCAL MATCH 20%
GENERAL FUND IMPACT: No Additional General Fund Impact
OTHER FUND:
AMOUNT: \$20,000 local match N/A

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

BOARD ACTION: <input checked="" type="checkbox"/> Approved <input type="checkbox"/> Approved as amended <input type="checkbox"/> Adopted <input type="checkbox"/> Adopted as amended <input type="checkbox"/> Denied <input type="checkbox"/> Other <input type="checkbox"/> No Action Taken	<input type="checkbox"/> Set public hearing For: _____ <input type="checkbox"/> Direction to: _____ <input type="checkbox"/> Referred to: _____ <input type="checkbox"/> Continued to: _____ <input type="checkbox"/> Authorization given to: _____	Resolution 2015- _____ Agreement 2015- _____ Ordinance _____ Vote: Ayes: <u>5/0</u> Noes: Abstain: Absent: <input type="checkbox"/> By Consensus
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COMMENTS:

Deborah Foster _____ **NOV 3 2015**
CLERK TO THE BOARD DATE

BOARD OF SUPERVISORS, COUNTY OF SIERRA, STATE OF CALIFORNIA

**IN THE MATTER OF AUTHORIZING
APPLICATION FOR GRANT FUNDS FROM THE
CALIFORNIA DEPARTMENT OF TRANSPORTATION
ACQUISITION AND DEVELOPMENT GRANT
FOR SLURRY SEAL PROJECT AT
SIERRAVILLE-DEARWATER AIRPORT**

RESOLUTION 2016-_____

WHEREAS, the California Transportation Commission has adopted the 2016-2017 Aeronautics Program for airport improvement projects; and,

WHEREAS, the California Department of Transportation, pursuant to the Public Utilities Code and California Aid to Airports Program (CAAP) regulations, requires local government approval authorizing the application and certifying the availability of 10% matching funds, a sum from other than state or federal sources; and

WHEREAS, the County of Sierra is submitting an application for a slurry seal project which is included in the 2016-17 Aeronautics Program at the Sierraville-Dearwater Airport.

NOW THEREFORE BE IT RESOLVED that the Board of Supervisors of the County of Sierra, State of California:

1. Authorizes the filing on the application for the referenced project in the 2016-17 Aeronautics Program.
2. Authorizes accepting the allocation of funds for the project at Sierraville-Dearwater Airport.
3. Certifies the availability of the County's ten percent (10%) matching funds.
4. Authorizes execution of the Grant Agreement; and,

BE IT FURTHER RESOLVED, that the Board of Supervisors of the County of Sierra does hereby authorize Tim H. Beals, Director of Transportation, to sign any documents required to apply for and accept these subject funds on behalf of the County of Sierra.

BE IT FURTHER RESOLVED that the Auditor is hereby directed to include \$20,000 from the general fund in the FY 2017 Aviation Budget to serve as the ten percent (10%) match for this project.

ADOPTED by the Board of Supervisors of the County of Sierra on the 16th day of February, 2016, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

COUNTY OF SIERRA

LEE ADAMS, CHAIRMAN
BOARD OF SUPERVISORS

ATTEST:

APPROVED AS TO FORM:

HEATHER FOSTER
CLERK OF THE BOARD

JAMES A. CURTIS
COUNTY COUNSEL

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

MEETING DATE: February 16, 2016	TYPE OF AGENDA ITEM: <input checked="" type="checkbox"/> Regular <input type="checkbox"/> Timed <input type="checkbox"/> Consent
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DEPARTMENT: Planning Department APPROVING PARTY: Tim H. Beals PHONE NUMBER: 530-289-3251

AGENDA ITEM: Continued discussion regarding request of Sierra County Land Trust for input into a grant application to the Sierra Nevada Conservancy for ultimate development of a land management plan for the Sierra Buttes-Lake Basin, specifically the Packer Saddle, Sardine Lake, and Volcano Lake area.

SUPPORTIVE DOCUMENTS ATTACHED: Memo Resolution Agreement Other
Letter and mapping from Sierra County Land Trust.

BACKGROUND INFORMATION: Reference attached letter and map.

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

ARE ADDITIONAL PERSONNEL REQUIRED?

Yes, -- --
No

IS THIS ITEM ALLOCATED IN THE BUDGET? Yes No

IS A BUDGET TRANSFER REQUIRED? Yes No

SPACE BELOW FOR CLERK'S USE

<p>BOARD ACTION: <input type="checkbox"/>Approved <input type="checkbox"/>Approved as amended <input type="checkbox"/>Adopted <input type="checkbox"/>Adopted as amended <input type="checkbox"/>Denied <input type="checkbox"/>Other <input type="checkbox"/>No Action Taken</p>	<p><input type="checkbox"/>Set public hearing For: _____ <input type="checkbox"/>Direction to: _____ <input type="checkbox"/>Referred to: _____ <input type="checkbox"/>Continued to: _____ <input type="checkbox"/>Authorization given to: _____</p>	<p>Resolution 2016- _____ Agreement 2016- _____ Ordinance _____ Vote: Ayes: Noes: Abstain: Absent: <input type="checkbox"/>By Consensus</p>
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COMMENTS:

CLERK TO THE BOARD _____
DATE



PO Box 404, Sierra City, CA96125(530) 265-5433
www.sierracountylandtrust.org

January 23, 2016

Sierra County Board of Supervisors
PO Drawer D
Downieville, CA 95936

Re: Forest Management Plan on SCLT properties, grant application

Members of the Board:

The Sierra County Land Trust would like to apply for a grant to the Sierra Nevada Conservancy for Proposition 1 Category 2 funds to conduct planning and CEQA analysis with the end product being a Forest Management Plan on our acreage (approximately 1525 acres) in the Sierra Buttes/Lakes Basin, specifically the Packer Saddle/Sardine Lake/ Volcano Lake area. (Map attached.) The plan would be prepared by a professional forester with the intent of narrowing down the area of the properties that will require fuel reduction work in order to apply for future on the ground project funds. Since much of our land is very high elevation, we expect that the actual fuel reduction projects in the future will be fairly limited and at the lower elevations, perhaps approximately 300 acres.

The CEQA work is proposed to be an Initial Environmental Study/Mitigated Negative Declaration to pave the way for the actual projects in a later funding phase. It will include biotic and cultural resource studies focused on the treatment areas. We will also include staff time for CEQA and project review. We will work on the budget proposal for County time with Tim Beals.

If funded we will, of course, include staff and the Board of Supervisors in the planning process at key points. The intent is to prepare a "light on the land" management plan which will avoid sensitive features because of the environmental and visual sensitivity of the properties as well as the importance of them to the public for recreation.

We have been in contact with the Sierra County Fire Safe Council and we will be in contact with the local tribes as well as the USFS and the Sierra

Buttes Trails Stewardship Council.

We would appreciate any input the Board would like to have to our grant proposal so that we can include it in the grant application which is due March 1. (An item on your next agenda would be appreciated.) We would also like a letter of support to include in the application including verification that the County will be the lead agency for the CEQA. And, again, we will include the Board in the planning process as we receive recommendations and options from the Forester.

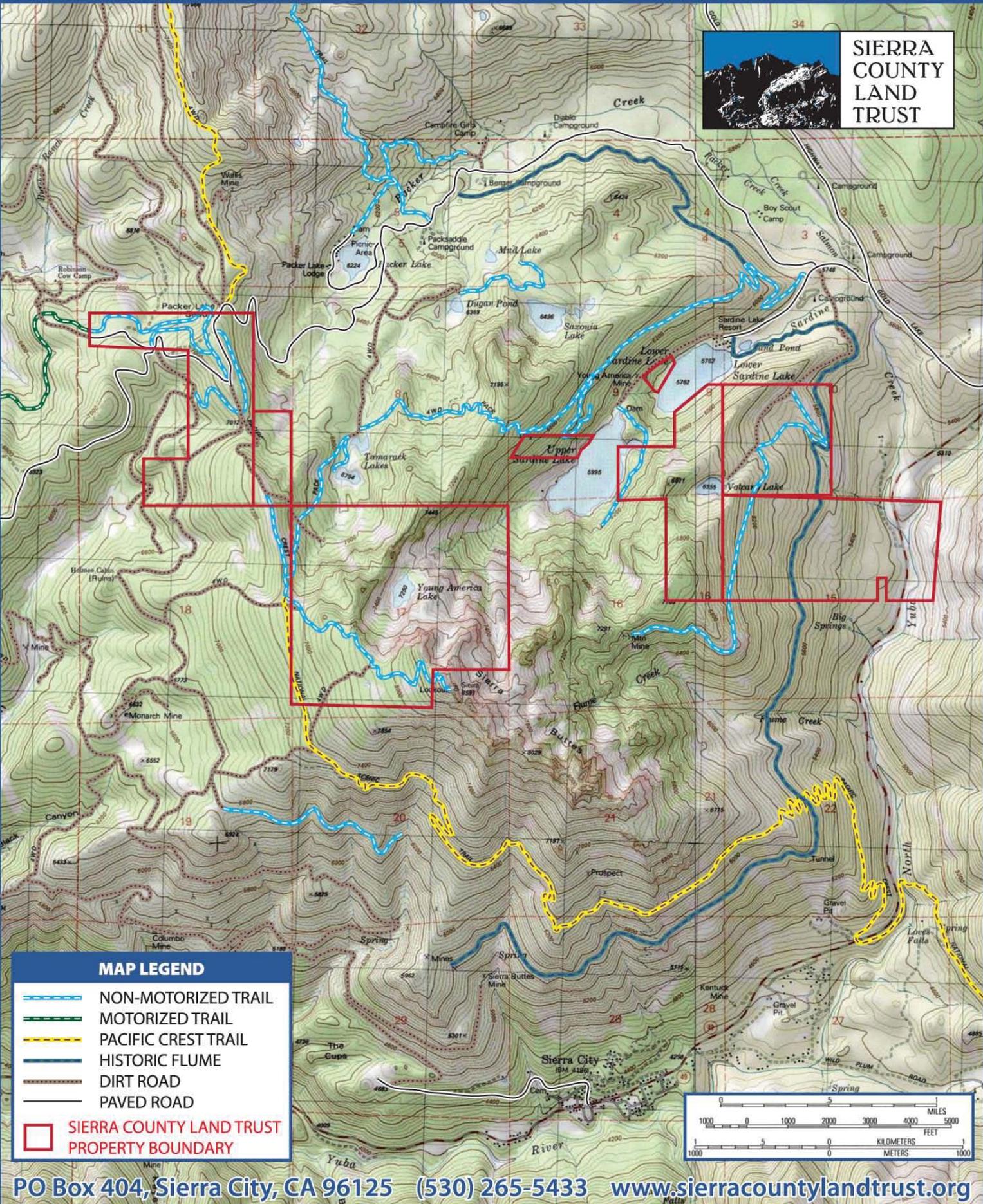
As always, we appreciate your ongoing support. Thank you!

Sincerely,

Laurie Oberholtzer
Director

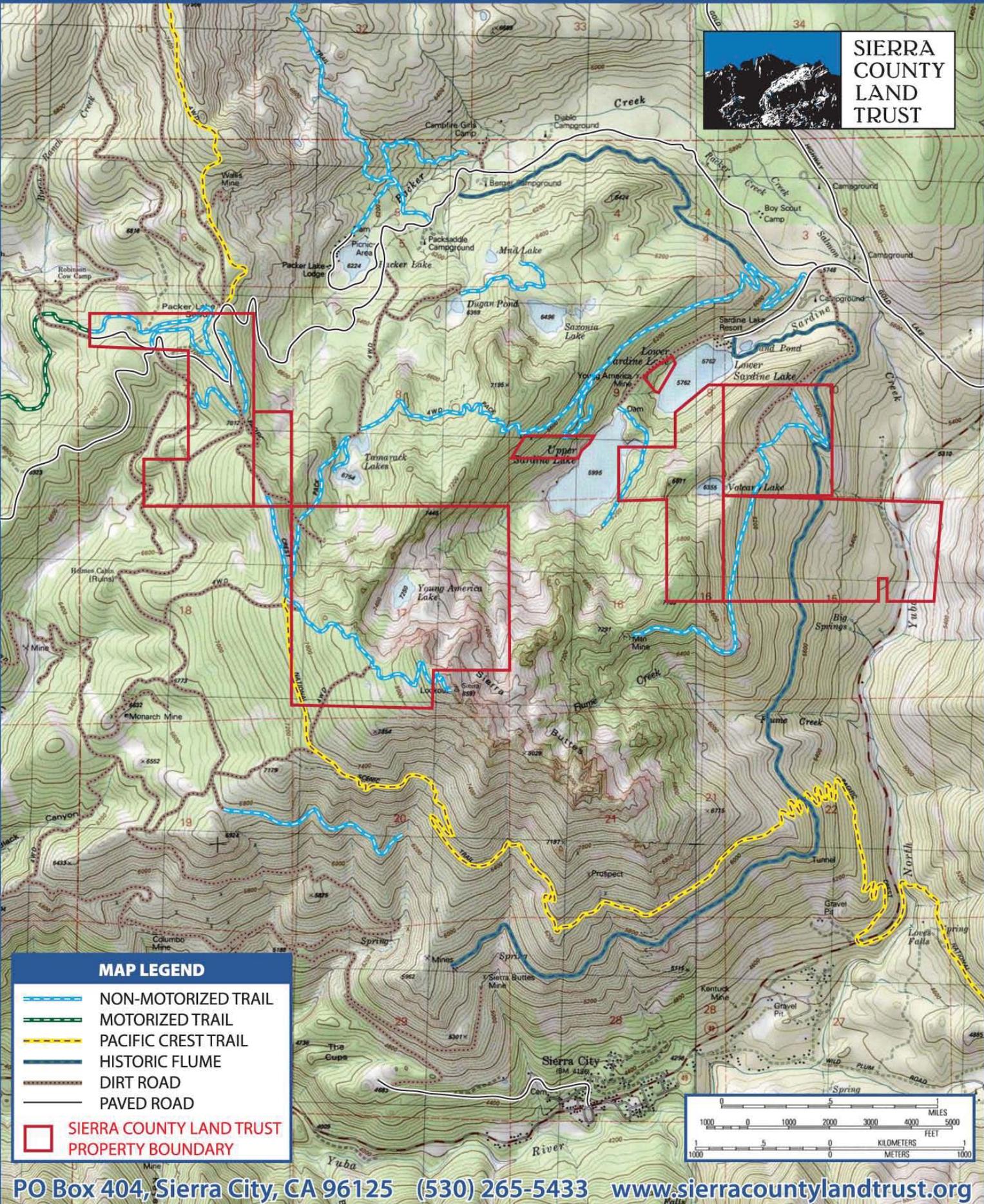


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Tim Beals

From: Sipe, Jerry [JerrySipe@countyofplumas.com]
Sent: Wednesday, February 10, 2016 8:54 AM
To: Blinn, Jerry; Perreault, Bob; Leonhardt, Chuck; George, Holly; Leah Wills; Pini, Lori; Wilson, Randy; Rick Roberti; Robert Meacher (r.meacher@ci.portola.ca.us); Roger Diefendorf (rdiefendorf@plumascdc.org); Sherrie Thrall (sherrie.thrall@almanorpost.com); Swofford, Terrell; Tim Beals; Gibson, Tim; Venable, Tina; Tom Yagerhofer; Traci Holt; Nick Dawson (dawson@pcso.net); Bonnett, Pat
Subject: FW: Water Conservation - Emergency Regulation Fact Sheets - updated link
Attachments: SWRemergency_regsFeb2016.pdf

Drought Prep Task Force,

Here is the latest from SWR on their plans to amend and extend the emergency water conservation regulations. Most of the changes apply to 'urban' water suppliers, allowing them to petition for reductions to their mandated conservation percentages under a number of circumstances. Urban suppliers are defined as those serving over 3,000 customers, and neither Plumas nor Sierra has any system in this category.

The proposed regs also continue the requirement for small water suppliers (serving 3,000 or fewer customers) to either achieve 25 percent conservation or restrict outdoor irrigation to no more than two days per week through October 2016. These suppliers need to report to the State Water Board by September 15, 2016.

The end user requirements from last year will also continue under the new proposal. These include items such as prohibiting ornamental turf irrigation on public streets, prohibiting car washing without automatic nozzles, prohibiting outdoor irrigation within 48 hours of measurable rainfall, etc.

Finally, Plumas County remains under the local emergency due to drought. The Board of Supervisors continues this declaration monthly until the impact of the drought abates and to ensure all funding options remain open for drought related projects throughout the county.

Please let me know if you have any questions.

Jerry Sipe
Plumas County Environmental Health
Office of Emergency Services
270 County Hospital Road #127
Quincy, CA 95971
530-283-6367

From: lyris@swrcb18.waterboards.ca.gov [mailto:lyris@swrcb18.waterboards.ca.gov]
Sent: Wednesday, February 10, 2016 7:15 AM
To: Sipe, Jerry
Subject: Water Conservation - Emergency Regulation Fact Sheets - updated link

2/10/2016



This is a message from the State Water Resources Control Board

The State Water Board has updated the Water Conservation Portal - Emergency Conservation Regulation webpage. The two documents listed below have been added or updated:

- Submitting Information to Adjust a Supplier's Conservation Standard (new):
http://www.waterboards.ca.gov/water_issues/programs/conservation_portal/docs/fact
- Fact Sheet on Extending the Emergency Regulation (updated):
http://www.waterboards.ca.gov/publications_forms/publications/factsheets/docs/emer

By Friday, February 12, 2016, urban water suppliers will be able to access an on-line form to use in submitting information to the State Water Board on adjustments or credit of their conservation standard. We will send the link to the on-line form when the form is ready for use.

Contact: Kathy Frevert, Conservation Specialist, State Water Resources Control Board,
kathy.frevert@waterboards.ca.gov, 916-322-5274.

You are currently subscribed to drought_updates as: jerrysipe@countyofplumas.com.

To unsubscribe click here: leave-5722875-972892.b76da5919d6a8cd00bd36fe86042200d@swrcb18.waterboards.ca.gov



Fact Sheet

Extending the Emergency Water Conservation Regulation

New Regulatory Changes to Achieve Statewide Reductions in Urban Potable Water Usage

On November 13, 2015, Governor Edmund G. Brown Jr. issued [Executive Order B-36-15](#) calling for an extension of urban water use restrictions until October 31, 2016, should drought conditions persist. Given the severity of the water deficits over the past four years many of California's reservoirs and groundwater basins remain depleted and the need for continued water conservation persists. The November executive order directs the State Water Resources Control Board (State Water Board) to consider modifying the restrictions on water use and incorporate insights gained from the existing restrictions.

The State Water Board's adoption of [Resolution No. 2015-0032](#) and its May 2015 Emergency Regulation addressed specific provisions of [Executive Order B-29-15](#), including mandating a 25 percent statewide reduction in potable urban water use between June 2015 and February 2016. To reach the statewide 25 percent reduction mandate and consistent with Executive Order B-29-15, the Emergency Regulation identified a conservation tier for each urban water supplier, between four percent and 36 percent, based on residential per capita water use for the months of July - September 2014. As directed under Resolution No. 2015-0032, State Water Board staff worked with stakeholders to develop and consider a range of factors that contribute to water use, including climate, growth and investment in drought-resilient supplies, to devise options for refining the new extended emergency regulation.

The new Emergency Regulation extends the requirements of the May 2015 Emergency Regulation and offers modest adjustments to help to respond to some of the reasonable concerns suppliers have raised to the State Water Board since it first considered the May 2015 Emergency Regulation.

What's Next

Executive Order B-36-15 directs the State Water Board to extend restrictions to achieve a statewide reduction in urban potable water usage through October 2016, based on drought conditions known through January 2016. A significant portion of the state's rainfall and snowpack occurs in February and March. The State Water Board directed staff to monitor





and evaluate available data on precipitation, snowpack, reservoir storage levels, and other factors and report back to the Board in March and April, 2016 and, if conditions warrant, promptly bring a proposal before the State Water Board to adjust or eliminate the Emergency Regulation, no later than the second regularly-scheduled May 2016 Board meeting.

Staff will also engage with the Department of Water Resources and other stakeholders to develop a proposed framework for enhanced urban water conservation, efficiency and resilience and report back to the Board on options for transitioning to a more resilience-based approach for the future by May 1, 2016.

If snowpack, reservoir and other water supply conditions don't warrant any modifications to the emergency regulation when staff reports back to the Board, the State Water Board expects suppliers and their customers will save more than one million acre-feet of water, or about as much water as is currently in Lake Oroville, in response to the regulation. This savings will be in addition to the 1.2 million acre-feet the State is on track to have saved from June 2015 through February 2016.

Information on the February 2, 2016 Emergency Regulation is on the State Water Board's [webpage](http://www.swb.ca.gov).

New Emergency Regulation - Key Provisions

The February 2016 Emergency Regulation essentially extends the existing May 2015 Emergency Regulation and maintains many of the same requirements.

Changes to the May 2015 Emergency Regulation Include:

- Credits and adjustments to urban water suppliers' conservation standards that consider the differences in climate affecting different parts of the state; growth experienced by urban areas; and significant investments that have been made to create new, local, drought-resilient sources of potable water supply;
- Penalties for homeowners' associations or community service organizations impeding homeowners from reducing or eliminating the watering of vegetation or lawns during a declared drought emergency, as described in existing Civil Code provisions; and
- Updates to compliance and reporting timelines.

Conservation Standard for Urban Water Suppliers

As statewide drought conditions persist, all water suppliers need to continue to meet their individual conservation standards. Since June 2015, cumulative statewide conservation has eclipsed the 25 percent target. Everyone must continue to conserve, especially if the need for conservation continues through the warmer months when outdoor landscape irrigation typically increases. Often, but not always, water suppliers with higher per capita users are located in areas where the majority of water use is directed to outdoor irrigation due to lot size, climate and other factors; thus outdoor irrigation continues to present the greatest opportunity for the highest reductions. The new Emergency Regulation maintains the current



tiers of required water reductions, though with additional adjustments in response to stakeholders' equity concerns.

Overview of Conservation Tiers

The conservation standards for all large urban water suppliers continue to be based on increasing levels of residential gallons per capita per day (R-GPCD) water use. This approach considers the relative per capita water usage of each water suppliers' service area and requires that those areas with high per capita use achieve proportionally greater reductions than those with low use, while lessening the disparities in reduction requirements between agencies that have similar levels of water consumption but fall on different sides of dividing lines between tiers. Suppliers have been assigned a revised conservation standard that ranges between eight percent and 36 percent based on their R-GPCD for the months of July - September, 2014. These three months reflect the amount of water used for summer outdoor irrigation, which provides the greatest opportunity for conservation savings. The new Emergency Regulation also continues the reserved four percent conservation tier for those suppliers meeting specific criteria relating to not experiencing drought conditions.

Urban water suppliers (serving more than 3,000 customers or delivering more than 3,000 acre feet of water per year), which account for more than 90 percent of urban water use, have previously been assigned a conservation standard, as shown in the following table:

How to Submit a Conservation Standard Adjustment

Submittals for adjustments to an urban water supplier's conservation standard may be submitted through the new on-line reporting tool at the [DRINC Portal](#). The tool will be available the week of February 8, 2016 and will remain open through March 15, 2016. Submissions received after March 15, 2016 will not be reviewed. Please review the Fact Sheet on Adjustments and Credits [\[Link\]](#) on submission deadlines and effective dates for adjustments and credits.

Tier	July-Sept. 2014 R-GPCD		# of Suppliers in Range	Conservation Standard
	From	To		
1	reserved		4	4%
2	0	64.9	27	8%
3	65	79.9	22	12%
4	80	94.9	42	16%
5	95	109.9	61	20%
6	110	129.9	45	24%
7	130	169.9	81	28%
8	170	214.9	62	32%
9	215	612.0	67	36%

Adjustments to the Conservation Standards

The new Emergency Regulation allows urban water suppliers to update their conservation standards under certain situations, as explained below.

1. Climate Adjustment

The new Emergency Regulation allows a climate adjustment that, where applicable, reduces a water supplier’s conservation standard by up to four percentage points for those water suppliers located in the warmer regions of the State. The climate adjustment is based on each urban water supplier’s average service area evapotranspiration (ETo) for the months of July through September, as compared to the statewide average for the same months. Statewide average ETo is calculated by the State Water Board as the arithmetic mean of all statewide ETo data for those months. The adjustment ranges from a two to four percentage point decrease in an urban water supplier’s conservation standard as follows:

Deviation of Urban Water Supplier Service Area’s ETo from the Statewide Average ETo	Reduction in Conservation Standard
>20%	4%
10 to 20%	3%
5 to <10%	2%

The State Water Board has calculated default climate adjustments for all suppliers, which are available on this [draft list](#). The default climate adjustments use the average service area average July - September ETo, as determined by the California Irrigation Management Information System (CIMIS) [Mapped ETo Zone](#) for which the supplier’s service area has the greatest overlap. If a supplier chooses to use the default climate adjustment, no further action is needed.

In lieu of using the default service area ETo, each urban water supplier has the opportunity to refine its service area ETo by using data from CIMIS stations within its service area, or, if no CIMIS station exists within the supplier’s service area, a weather station of comparable accuracy, meeting the period of record requirements noted below.

To qualify for the in-lieu climate adjustment the supplier shall submit the following data to the Board by March 15, 2016, but may submit it by February 22, 2016 for potential application to the supplier’s March 2016 conservation standard:, for each station: station ID; station location; and monthly average evapotranspiration, in inches per month, for July, August, and September for either the most recent five-year period of record or the most recent three-year continuous period of record. The table below provides an example of the climate adjustment calculation, using the default service area average ETo.

Example Calculation of In-Lieu Climate Adjustment	
Original Conservation Standard	36 %
Supplier Reports:	
Service Area Average ETo July	9.92 inches
Service Area Average ETo Aug.	8.68 inches
Service Area Average ETo Sept.	6.6 inches
State Water Board Provided Value:	
Statewide Average ETo July-Sept.	6.34 inches
Calculated by State Water Board:	
Service Area Average ETo July-Sept. = $(9.92 + 8.68 + 6.6) / 3$	8.4 inches
Service Area % Deviation from Average ETo = $(8.4 - 6.34) / 6.34$	0.32 or 32 %
Climate Adjustment	- 4 %
Adjusted Conservation Standard	32 %

2. Growth Adjustment

The new Emergency Regulation provides a mechanism to adjust urban water supplier conservation standards to account for water efficient growth since 2013. The adjustment is calculated as the product of the supplier's conservation standard and the supplier's reasonable percentage change in total potable water production since 2013, using a specific formula to calculate the percentage change, rounded to the nearest whole percentage point.

To qualify for the growth adjustment a supplier has to provide, at a minimum, the following data to the State Water Board by March 15, 2016, but may submit it by February 22, 2016 for potential application to a the supplier's March 2016 conservation standard: the number of new permanent residents added since January 1, 2013; and the number of new commercial, industrial and institutional (CII) connections added since January 1, 2013; and the average volume of water served to each CII account from February 1, 2015 to October 31, 2015.

The volume of water added due to growth is calculated as the sum of:

1. Number of new permanent residents added since 2013 multiplied by the average residential water use per person during February through October 2015. and
3. Number of new CII connections added since 2013 multiplied by the average CII water use per connection during February through October 2015.



The table that follows provides an example of the growth adjustment calculation.

Example Calculation of Growth Adjustment	
Original Conservation Standard	36 %
Supplier Reports:	
Number of New Permanent Residents Added since Jan. 1, 2013	6,000 people
Number of New CII Connections Added since Jan. 1, 2013	700 connections
Average CII Water Use per CII Connection Feb. - Oct. 2015	900,000 gallons/connection
Pulled from Feb. - Oct. 2015 Reports, as Submitted by Jan. 1, 2016 (by State Water Board):	
Residential Gallons per Capita per Day (R-GPCD) Feb. - Oct. 2015	100 gallons/people-day
Baseline Total Water Production Feb. - Oct. 2013	16,000,000,000 gallons
Calculated by State Water Board:	
Volume of Water Attributed to New Permanent Residents = [6,000 people] * [100 gallons/people-day] * [270 days]	162,000,000 gallons
Volume of Water Attributed to New CII Connections = [700 connections] * [900,000 gallons/connection]	630,000,000 gallons
Total Volume of Water Attributed to Growth since 2013 = [162,000,000 gallons] + [630,000,000 gallons]	792,000,000 gallons
Percent Change in Potable Water Production Due to Growth since 2013 = [792,000,000 gallons] / [16,000,000,000 gallons]	0.05 or 5 %
Adjusted Conservation Standard = 36% * [1 - 0.05]	34 %

3. New Local Drought-Resilient Supply Credit

Under the new Emergency Regulation, any urban water supplier that obtains at least one percent of its total potable water production from a qualifying new local, drought-resilient water supply, or contracts for, or otherwise financially invests in, water from a new local, drought-resilient source of supply, developed since 2013 is eligible for up to an eight percentage point reduction to its conservation standard. Urban water suppliers are eligible for a one percentage point reduction to their conservation standard, up to an eight percentage point maximum reduction, for each percent of the urban water supplier's total potable water production that comes from a qualifying new local, drought-resilient water supply. Where a supplier financially invests in a shared new, local, drought-resilient source of supply but does not actually receive water from that source--instead freeing that water up for another supplier to use--the agency that does not actually receive the water may also be eligible for this credit. In no case will the total amount of credits exceed what would have been available had all suppliers received credit only for water actually received.



To qualify for the drought-resilient source credit a supplier needs to submit its certification to the State Water Board by March 15, 2016. This credit will be applied to a supplier's April 2016 conservation standard. The table below provides an example of the local drought-resilient supply credit calculation.

Example Calculation of New, Local, Drought-Resilient Water Supply Credit	
Original Conservation Standard	36 %
Supplier Reports:	
Total Annual Potable Water Production from a Drought Resilient-Source of Supply (Developed after Jan. 1, 2013)	1,120,000,000 gallons
Pulled from Jan. - Dec. 2015 Reports, as Submitted by Jan. 15, 2016 (by State Water Board):	
Baseline Total Water Production Jan. - Dec. 2013	16,000,000,000 gallons
Calculated by State Water Board:	
% Total Potable Water Production from a Drought-Resilient Source of Supply = $[1,120,000,000 \text{ gallons}] / [16,000,000,000 \text{ gallons}]$	0.07 or 7 %
Adjusted Conservation Standard = 36% - 7%	29 %

The maximum reduction in a water supplier's conservation standard through combined climate, growth and new resilient drought supplies adjustments described above is capped at an eight percentage point reduction from any one supplier's otherwise applicable conservation standard, with no suppliers dropping below an eight percent conservation standard.

The default adjustment for climate will take effect for any qualifying supplier March 1, 2016. Other climate adjustments and growth adjustments may also take effect March 1, 2016 if a supplier has provided all supporting documentation and calculations by February 22, 2016 and State Water Board staff does not require additional information. All other climate and growth adjustments, along with the drought resilient supply credit will take effect April 1, 2016,

Total monthly water production and specific reporting on residential use and enforcement as laid out in the May 2015 Emergency Regulation remains in effect. Performance will be compared to the new adjusted conservation standard, when applicable.

Commercial Agriculture Exclusion

The new Emergency Regulation continues to allow urban water suppliers to subtract water delivered for commercial agriculture from total potable water production if the supplier meets certain conditions and submits the agricultural water use certification to the State Water Board.

Self-Supplied Commercial, Industrial and Institutional (CII) Users

The new Emergency Regulation continues to require self-supplied CII users to either reduce their usage by 25 percent or restrict outdoor irrigation to no more than two days per week. CII facilities with an independent source of supply (i.e., not served by a water supplier) are still not required to submit a report. However, these facilities should be prepared to demonstrate their compliance with the two day per week watering restriction, or the 25 percent reduction in water use if requested to do so by the State Water Board.

Conservation Standard for All Other Water Suppliers

The new Emergency Regulation continues to require small water suppliers (serving 3,000 or fewer customers) to either achieve a 25 percent conservation standard, or restrict outdoor irrigation to no more than two days per week through October 2016. These suppliers are required to submit a small water supplier report that either (a) identifies total potable water production, by month, from December 2015 through August 2016, or (b) confirms compliance with the maximum two day per week outdoor irrigation restriction. The small water supplier report will be due to the State Water Board by September 15, 2016.

End-User Requirements

The new Emergency Regulation maintains the current prohibitions on water use. These include:

- Irrigation with potable water of ornamental turf on public street medians is prohibited; and
- Irrigation with potable water outside of newly-constructed homes and buildings not in accordance with emergency regulations or other requirements established in the California Building Standards Code is prohibited.
- Using potable water to wash sidewalks and driveways;
- Allowing runoff when irrigating with potable water;
- Using hoses with no shutoff nozzles to wash cars;
- Using potable water in decorative water features that do not recirculate the water;
- Irrigating outdoors during and within 48 hours following measureable rainfall; and
- Restaurants from serving water to their customers unless the customer requests it.

Additionally, hotels and motels must offer their guests the option to not have their linens and towels laundered daily, and prominently display this option in each guest room.

It continues to be very important that while these provisions are in effect existing trees remain healthy and do not present a public safety hazard. Trees and other non-turf vegetation within street medians may continue to be watered. Information on how to maintain trees while reducing outdoor water use is available at: www.saveourwater.com/trees.

Compliance Assessment

The State Water Board continues to assess compliance on a cumulative basis, using suppliers' monthly reported data. Each month, State Water Board staff reassess compliance based on the supplier's cumulative savings since June 2015. Cumulative tracking means that



conservation savings are be added together from one month to the next and compared to the amount of water used during the same months in 2013.

The State Water Board continues to use informational orders to request information from suppliers not meeting their conservation standards and, as appropriate, conservation orders that direct specific actions to correct non-compliance. Both tools are tailored to the emergency circumstances that the State finds itself in as a result of continuing drought conditions. Violation of an informational order or conservation order carries a penalty of up to \$500 per day. Existing orders issued pursuant to or in response to violations of the May 2015 emergency regulation remain in effect.

The State Water Board continues to work with water suppliers that are not meeting their targets to implement actions to get them back on track. These actions could include changes to rates and pricing, restrictions on outdoor irrigation, public outreach, rebates and audit programs, leak detection and repair and other measures. The State Water Board may use its enforcement tools to ensure that water suppliers are on track to meet their conservation standards at any point during the 270 days that the emergency regulation is in effect.

The alternative compliance process the State Water Board identified in Resolution No. 2015-0032 will continue.

Conclusion

No one knows how the future will unfold. While the State may return to “normal,” or even to above average hydrologic water conditions in 2016 or 2017, such an outcome is far from certain, nor is it certain that one year of average or above-average water conditions will relieve the State from these historic drought conditions. Continued water conservation is imperative. Moving forward, the State Water Board is committed to working with water suppliers on implementing the Emergency Regulation, assessing water conditions throughout the spring, and adapting requirements as appropriate based on water supply conditions.

The State is meeting the Governor’s 25 percent cumulative statewide conservation goal because Californians have risen to the occasion. As the State Water Board acts on the Governor’s Executive Order B-36-15, it will consider the lessons learned from the implementation of the current executive order and make adjustments to the Emergency Regulation as needed. The State Water Board will also begin to work with other agencies and stakeholders to develop longer term measures to ensure water continues to be conserved and used efficiently.

(This fact sheet was last updated on February 8, 2016)

Board of Supervisors, County of Sierra, State of California

**RESOLUTION IN SUPPORT OF RENEWAL AND EXPANSION OF PILOT PROJECT
REGARDING OHV RECREATIONAL OPPORTUNITIES**

RESOLUTION NO. 2016-

WHEREAS, in 2011 Assembly Bill 628 (Conway) became law and allowed for a pilot project that allowed certain roadways, as approved by the Board of Supervisors and the California Highway Patrol, in Inyo County for combined use so that up to ten miles of county roadways could be designated for combined use, thereby linking off-highway motor vehicle recreational use areas with necessary service and lodging facilities in order to provide a unified linkage of trail systems for off-highway motor vehicles; and,

WHEREAS, this pilot project will expire on January 1, 2017 unless otherwise extended; and,

WHEREAS, Sierra County is a county of 980 square miles with a population of 3,100 and a population density of three persons per square mile, has a land mass that is seventy percent national forest lands administered by the U.S. Forest Service, and has outstanding natural diversity that ranges in elevation from the Canyon Creek drainage at 2,000 feet to the shoulder of historic Mount Lola at 8,844 feet; and,

WHEREAS, Sierra County has a county road system of 392 miles, 222 miles of which are unpaved graded roads, many that are routes that trace their history to mining operations of the California gold rush of the second half of the 1800s, while others improved to support a former logging industry, and most of all which provide access to public national forest lands and sites; and,

WHEREAS, Sierra County has seen a dwindling population with the largest percentage loss of population of any California county in the last U.S. Census at 10.1% and likewise has seen a large decrease in the use of its back country roads.

NOW, THEREFORE, BE IT RESOLVED that Sierra County both supports and encourages the continuation of the pilot project authorized by Assembly Bill 628 and further seeks an expansion of the project, in the same manner as it currently applies to Inyo County, to include routes in Sierra County. While the U.S. Forest Service has already designated isolated forest combined-use roadways within their transportation and recreational system, adding Sierra County roadways under an expansion of AB 628 would further recreational opportunities and economic development opportunities for such links to necessary service and lodging facilities.

Adopted at a regular meeting of the Board of Supervisors of Sierra County, California by the following vote on the 16th day of February, 2016:

AYES:
NOES:
ABSTAIN:
ABSENT:

Lee Adams
Chair

ATTEST:

APPROVED AS TO FORM:

Heather Foster, Clerk to the Board

James A. Curtis, County Counsel

BILL ANALYSIS

SENATE TRANSPORTATION & HOUSING COMMITTEE
SENATOR MARK DESAULNIER, CHAIRMAN

BILL NO: ab 628
AUTHOR: conway
VERSION: 4/25/11
FISCAL: yes

Analysis by: Carrie Cornwell
Hearing date: June 21, 2011

SUBJECT:

Off-Highway Vehicles: County of Inyo

DESCRIPTION:

This bill authorizes the County of Inyo to establish a pilot project that sunsets on January 1, 2017, under which it may designate segments of its county roads that are greater than three miles in length for combined use by cars and off-highway vehicles.

ANALYSIS:

Existing law prohibits an off-highway motor vehicle (OHV) from being driven upon any public highway or street, except to cross a highway or when a highway is closed due to snow. Existing law, however, also allows a local authority, the federal government, or the Department of Parks and Recreation to permit both OHVs and motor vehicles on road segments of up to three miles in length under its jurisdiction, if all of the following conditions are met:

The segment connects OHV trails, connects an OHV recreational use area and necessary services, or connects an OHV recreational use area to lodging facilities;

The local authority finds that the road segment is designed and constructed to safely permit the use of regular vehicular traffic and the driving of OHVs;

The Commissioner of the California Highway Patrol (CHP) declares that allowing combined use on the road segment would not create a potential traffic safety hazard;

The local authority adopts a resolution or ordinance authorizing the combined use and prescribing rules and regulations governing that combined use; and

The local authority erects signs on and along the road indicating combined use.

Drivers of OHVs that are operated on the road pursuant to a local authority's combined use authorization must comply with all provisions of the California Vehicle Code, including possessing a valid driver's license, obeying speed laws, possessing evidence of insurance, and wearing a helmet while on a motorcycle. In no case, however, may an OHV be operated on a road after dark.

This bill :

1. Permits the County of Inyo to establish a pilot project to designate for combined use county road segments located in unincorporated portions of Inyo County that are more than three miles in length in order to link OHV trails and trailheads on federal lands and to link OHV recreational use areas with service and lodging facilities. The pilot project shall:

Prescribe a procedure for highway, road, or route selection and designation by the Inyo County Board of Supervisors.

Establish, in cooperation with the state Department of Transportation (Caltrans), uniform specifications and symbols for signs, markers, and traffic control devices to control and warn other road users of OHV traffic.

Require that OHVs subject to the pilot project meet the safety requirements in state and federal law and that their operators comply with all provisions of the California Vehicle Code, including possessing a valid driver's license, obeying speed laws, possessing evidence of insurance, and wearing a helmet while on a motorcycle.

Maintain the prohibition on OHVs being operated on a road after dark.

Limit OHVs and regular traffic from traveling faster than 35 miles per hour on roads designated for combined use

under the pilot project.

- 1.Requires the County of Inyo, by January 1, 2016, and in consultation with the CHP, Caltrans, and the California Department of Parks and Recreation, to prepare and submit to the Legislature a report evaluating the pilot project, including identifying the designated road segments and examining the safety and effectiveness of the pilot project.
- 2.Sunsets the pilot project on January 1, 2017.

COMMENTS:

1.Purpose . The author points out that the vast majority of Inyo County is national parks and other publicly owned land with only 1.6 percent of the county in private ownership. She introduced this bill to create a better linked trail system in the county that will assist land managers in keeping OHVs out of places where their use cannot be tolerated and provide an economic base to the economy of the small communities within that county. The author asserts that the OHV trails for this linked system currently exist so no new infrastructure is necessary. Inyo County could enjoy many positive impacts if it had more flexibility on combined use highway restrictions. The author states that Inyo County is a land designated for recreation and the three mile cap is too rigid.

2.Arguments in opposition . The Sierra Club writes, on behalf of the opponents listed below, that this is a poorly thought out bill that would benefit one minority segment of recreational users to the detriment of all others, would harm the quality of life for rural residents, and threatens natural and cultural resources. Specifically, opponents note that the state Department of Parks and Recreation's OHV program is intended to balance OHV recreation with the protection of natural and cultural resources by limiting OHVs to carefully chosen areas and trails, but this bill threatens that balance by allowing "special interests to designate county roads for OHV use."

3.Previous legislation . Last year, AB 2338 (Conway), which passed this committee on a 6-0 vote on June 22 last year, would have exempted a county road segment located in an unincorporated area of the County of Inyo from the limit that it be no more than three miles in length in order to be designated for combined use. Under that bill, the

Commissioner of the CHP could have deemed that a particular designation of longer than three miles would create a potential traffic safety hazard and thereby overridden the exemption. Governor Schwarzenegger vetoed AB 2338 because it would have exposed "the state to liability issues if the CHP allows joint use by off-highway vehicles and vehicles on roads in Inyo County and an accident occurs. This liability could result in significant costs to the state."

4. Technical amendments .

On page 4, line 15, delete "of the quorum"
On page 5, line 1, delete "trail" and insert "road"

1. Double referral . The Rules Committee referred this bill to both the Transportation and Housing Committee and to the Natural Resources and Water Committee. Therefore, should this bill pass this committee, it will be referred to the Senate Natural Resources and Water Committee.

Assembly Votes:

Floor: 54-10
Appr: 17-0
Trans: 8-0

POSITIONS: (Communicated to the Committee before noon on
Wednesday, June 15,
2011)

SUPPORT: Bishop Area Chamber of Commerce and Visitors
Bureau

Bishop Lions Club
City of Bishop
Friends of the High Lakes
Inyo County
Sneakers Motorcycle Club
93 individuals

OPPOSED: Sierra Club California
Natural Resources Defense Council
The Wilderness Society
Desert Protection Council
Center for Biological Diversity
Defenders of Wildlife
California Native Plant Society
Friends of Hope Valley
Center for Sierra Nevada Conservation

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

MEETING DATE: February 16, 2016	TYPE OF AGENDA ITEM: <input checked="" type="checkbox"/> Regular <input type="checkbox"/> Timed <input type="checkbox"/> Consent
-------------------------------------------	-----------------------------------------------------------------------------------------------------------------------------------------------

DEPARTMENT: Clerk of the Board APPROVING PARTY: Heather Foster, Clerk-Recorder PHONE NUMBER: 530-289-3295

AGENDA ITEM: Approval of MOU with Plumas County for services by Plumas County Veterans Service Office to veterans residing in Sierra County for fiscal year 2015/2016; approval of certificates by County to California Department of Veterans Affairs to provide funding for veterans services in Sierra County.

SUPPORTIVE DOCUMENTS ATTACHED: Memo Resolution Agreement Other

BACKGROUND INFORMATION:

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

ARE ADDITIONAL PERSONNEL REQUIRED?

 Yes, -- --
 No

IS THIS ITEM ALLOCATED IN THE BUDGET? Yes No

IS A BUDGET TRANSFER REQUIRED? Yes No

SPACE BELOW FOR CLERK'S USE

<p>BOARD ACTION: <input type="checkbox"/> Approved <input type="checkbox"/> Approved as amended <input type="checkbox"/> Adopted <input type="checkbox"/> Adopted as amended <input type="checkbox"/> Denied <input type="checkbox"/> Other <input type="checkbox"/> No Action Taken</p>	<p><input type="checkbox"/> Set public hearing For: _____ <input type="checkbox"/> Direction to: _____ <input type="checkbox"/> Referred to: _____ <input type="checkbox"/> Continued to: _____ <input type="checkbox"/> Authorization given to: _____</p>	<p>Resolution 2016- _____ Agreement 2016- _____ Ordinance _____ Vote: Ayes: Noes: Abstain: Absent: <input type="checkbox"/> By Consensus</p>
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COMMENTS:

CLERK TO THE BOARD _____
DATE

CALIFORNIA DEPARTMENT OF VETERANS AFFAIRS

MEDI-CAL CERTIFICATE OF COMPLIANCE

FISCAL YEAR 2015-2016

SIERRA COUNTY

MEDI-CAL COST AVOIDANCE PROGRAM

I certify that Sierra County has appointed a County Veterans Service Officer (CVSO) in compliance with California Code of Regulations, Title 12, Subchapter 4. Please consider this as our application to participate in the Medi-Cal Cost Avoidance Program authorized by Military and Veterans Code Section 972.5.

I understand and will comply with the following:

1. All activities of the CVSO for which payment is made by CalVet under this agreement will reasonably benefit the Department of Health Care Services (DHCS) or realize cost avoidance to the Medi-Cal program. All County Medi-Cal Eligibility Workers who generate a Form CW-5 (Veterans Benefits Referral) will be instructed to indicate the applicant's Aid Code on the face of the form.
2. All monies received under this agreement shall be allocated to and spent on the salaries and expenses of the CVSO.
3. This agreement is binding only if federal funds are available to CalVet from the DHCS.
4. The CVSO is responsible for administering this program in accordance with California Code of Regulations, Title 12, Subchapter 4 and the *CalVet Procedure Manual for Subvention and Medi-Cal Cost Avoidance* for the current state fiscal year.



Chair, County Board of Supervisors Date
(or other County Official authorized
by the Board to act on their behalf)

CALIFORNIA DEPARTMENT OF VETERANS AFFAIRS

SUBVENTION CERTIFICATE OF COMPLIANCE

FISCAL YEAR 2015-2016

COUNTY SUBVENTION PROGRAM

Charge:

Funds are distributed under this program to counties as partial reimbursement for expenses incurred in the operation of the County Veterans Service Office. Funds are distributed according to Military and Veterans Code Sections 972, and 972.1, a State General Fund Expenditure, and 972.2, a Special Fund Expenditure.

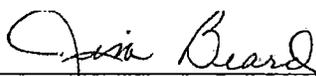
County Certification:

I certify that Sierra County has appointed a veteran to serve as the County Veterans Service Officer according to California Code of Regulations Title 12, Subchapter 4. This County Veterans Service Officer will administer the aid provided for in Military and Veterans Code Division 4, Chapter 5. This County Veterans Service Officer and Veterans Service Representative staff will achieve and maintain Accreditation from the California Department of Veterans Affairs. Accreditation will be secured within one year of employment.

I further certify that the County Veteran Service Officer will assist every veteran of the United States, as well as their dependents and survivors, in presenting and pursuing such claim as they may have against the United States. The County Veterans Service Officer and all accredited staff will also assist in establishing veterans, dependents and survivors' rights to any privilege, preference, care or compensation provided for by the laws and regulations of the United States, the State of California, or any local jurisdiction.

I also agree that this county, through the County Veterans Service Office, will maintain records for audit. These records will be maintained for a minimum of two years. The county agrees to submit reports in accordance with the procedures and timelines established by CalVet and in accordance with the *CalVet Procedure Manual for Subvention and Medi-Cal Cost Avoidance* for the current state fiscal year. The County Veterans Service Officer will permit CalVet representatives to inspect all records.

I further authorize the County Veterans Service Officer to actively participate in the promotion of the California Veterans License Plate program.



Chair, County Board of Supervisors Date
(Or other County Official authorized
by the Board to act on their behalf)

SERVICE AGREEMENT

This Agreement is made by and between SIERRA COUNTY, a political subdivision of the State of California, hereinafter referred to as COUNTY and the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its Public Health Agency, Veteran's Service Office hereinafter referred to as "Contractor".

The parties agree as follows:

1. **Scope of Work.** Contractor shall provide the County with services as set forth in Exhibit A, attached hereto.
2. **Compensation.** County shall pay Contractor for the Work in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed Twenty Seven Thousand Dollars and No/100 (\$27,000.00), (hereinafter referred to as the "Contract Amount").
3. **Term.** The term of this agreement shall be from July 1, 2015 through June 30, 2016, unless terminated earlier as provided herein.
4. **Termination.** Either party may terminate this agreement by giving thirty (30) days written notice to the other party.
5. **Non-Appropriation of Funds.** It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, the County shall have no liability to pay any further funds whatsoever to Contractor or furnish any other consideration under this Agreement and Contractor shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either cancel this Agreement with no further liability incurring to the County, or offer an amendment to Contractor to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution. Contractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.
6. **Warranty and Legal Compliance.** The services provided under this Agreement are non-exclusive and shall be completed promptly and competently. Contractor shall guarantee all parts and labor for a period of one year following the expiration of the term of this Agreement unless otherwise specified in Exhibit A. Contractor agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.
7. **Amendment.** This Agreement may be amended at any time by mutual agreement of the parties, expressed in writing and duly executed by both parties. No alteration of the terms of this Agreement shall be valid or binding upon either party unless made in writing and duly executed by both parties.

8. Indemnification.

8.1. Claims Arising from Sole Acts or Omissions of County:

County does hereby agree to defend and indemnify Contractor, its agents, officers and employees (hereinafter collectively referred to in this paragraph as "Contractor"), from any claim, action or proceeding against Contractor, arising solely out of the acts or omissions of County in the performance of this Agreement. At its sole discretion, Contractor may participate at its own expense in the defense of any claim, action or proceeding, but such participation shall not relieve County of any obligation imposed by this Agreement. Contractor shall notify County promptly of any claim, action or proceeding and cooperate fully in the defense.

8.2. Claims arising From Sole Acts or Omissions of Contractor:

The Contractor hereby agrees to defend and indemnify County, its agents, officers and employees, (hereinafter collectively referred to in this paragraph as "County"), from any claim, action or proceeding against County, arising solely out of the acts or omissions of Contractor in the performance of this Agreement. At its sole discretion, County may participate at its own expense in the defense of any claim, action or proceeding, but such participation shall not relieve Contractor of any obligation imposed by this Agreement. County shall notify Contractor promptly of any claim, action or proceeding and cooperate fully in the defense.

8.3. Claims Arising From Concurrent Acts or Omissions:

County hereby agrees to defend itself, and the Contractor hereby agrees to defend itself, from any claim, action or proceeding arising out of the concurrent acts or omissions of County and Contractor. In such cases, County and Contractor agree to retain their own legal counsel, bear their own defense costs, and waive their right to seek reimbursement of such costs, except as provided in Section 8.5 below.

8.4. Joint Defense:

Notwithstanding section 8.3 above, in cases where County and Contractor agree in writing to a joint defense, County and Contractor may appoint joint defense counsel to defend the claim, action or proceeding arising out of the concurrent acts or omissions of Contractor. Joint defense counsel shall be selected by mutual agreement of County and Contractor. County and Contractor agree to share the costs of such joint defense and any agreed settlement in equal amounts, except as provided in paragraph 8.5 below. County and Contractor further agree that neither party may bind the other to a settlement agreement without the written consent of both County and Contractor.

8.5. Reimbursement and/or Reallocation:

Where a trial verdict or arbitration award allocates or determines the comparative fault of the parties, County and Contractor may seek reimbursement and/or reallocation of defense costs, settlement payments, judgments and awards, consistent with such comparative fault.

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

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

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

20. Conflict of Interest. The parties to this Agreement have read and are aware of the provisions of Government Code section 1090 *et seq.* and section 87100 *et seq.* relating to conflicts of interest of public officers and employees. Contractor represents that it is unaware of any financial or economic interest of any public officer or employee of County relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement and is later discovered by the County, the County may immediately terminate this Agreement by giving written notice to Contractor.
21. Notice Addresses. All notices under this Agreement shall be effective only if made in writing and delivered by personal service or by mail and addressed as follows. Either party may, by written notice to the other, change its own mailing address.

Contractor:

County of Plumas Public Health Agency
270 County Hospital Road, Suite 206
Quincy, California 95971
Attention: Mimi Hall, Director

County:

Sierra County
Sierraville, California 96126
Attention: Jim Beard
jimbeard@sierracounty.us

22. Time of the Essence. Time is hereby expressly declared to be of the essence of this Agreement and of each and every provision thereof, and each such provision is hereby made and declared to be a material, necessary, and essential part of this Agreement.
23. Contract Execution. Each individual executing this Agreement on behalf of Contractor represents that he or she is fully authorized to execute and deliver this Agreement.
24. Retention of Records. Pursuant to California Government Code section 8546.7, the performance of any work under this Agreement is subject to the examination and audit of the State Auditor at the request of the County or as part of any audit of the County for a period of three years after final payment under the Agreement. Each party hereto shall retain all records relating to the performance and administration of this Agreement for three years after final payment hereunder, and Contractor agrees to provide such records either to the County or to the State Auditor upon the request of either the State Auditor or the County.

[SIGNATURES TO FOLLOW ON NEXT PAGE]

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

COUNTY:

Sierra County, a political subdivision of the State of California

By: _____

By: 
Chair, Sierra County Board of Supervisors

CONTRACTOR:

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

By: 
Mimi Hall, Public Health Director

Approved as to form:

By:  7/9/15
Stephen L. Mansell, Deputy County Counsel

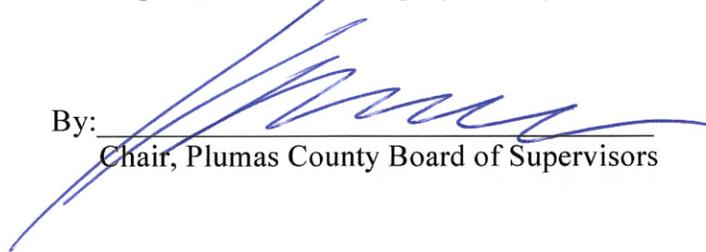
By: 
Chair, Plumas County Board of Supervisors

EXHIBIT A – SCOPE OF WORK**Sierra County will:**

Provide office space for Contractor to meet with veterans. The office address is 305 South Lincoln, Sierraville, California 96126.

Contractor will:

Office hours for the services will be Thursdays (except for Holidays) from 9:00 a.m., to 3:00 p.m., and closed from 12:00 to 1:00 for lunch. Appointments are required by calling (530) 283-6275 or (530) 283-6271.

Assist veterans with claim preparation and submission.

Assist veterans with appeals when appropriate

Networking with federal, state and local agencies

Referral services for VA Home Loans

Eligibility/enrollment and applications to enroll Veterans in the VA Health Care System

Veteran's Benefits Verification and Referral through use of State of California-Health and Human Services Agency CW-5 Form which will be faxed from Sierra County to Veterans Service Office in Quincy at (530) 283-6425 for verification and return

Educate Veterans on all aspects of their benefits

Prepare and submit to CDVA, Certificates of Compliance for Medi-Cal Cost Avoidance Program and County Subvention Program for Sierra County

EXHIBIT B – FEE SCHEDULE

Sierra County agrees to compensate the Contractor Bi-Annually upon receipt of Sierra's County's sub-funding from the California Department of Veteran's Affairs (CDVA) not to exceed \$27,000.00. The following are fixed fees to be paid by Sierra County to Plumas County, with half of each amount to be paid in each biannual payment:

Administration Funding	\$9,500.00
One Time Subvention Funding	\$12,000.00
Training Funds	\$2,500.00 (three training sessions each year)
License Plate Revenue	\$1,500.00 (three training sessions each year)

Sierra County shall also pay to Plumas County any revenue Sierra County receives from the State of California for the County Subvention and Medi-Cal Cost Avoidance Programs related to veterans services, such payment not to exceed \$1,500 annually.

FY 2015-2016

Sierra County Veteran's Services Budget

FTE

*0.10 VSO @19.34/hr plus benefits	5,872.44
**0.225 VSR I @14.56/hr plus benefits	9,558.66
0.3225 Subtotal salaries and benefits	15,431.10

Phones (\$620.00 x .3225 FTE)	217.00
Office Expense (\$855.00 x .3225 FTE)	299.25

140 miles round trip to Loyalton once a week	
140 miles x .575 x 26 weeks	2,093.00
140 miles x .54 x 26 weeks	1965.60

***Quarterly Cal-Vet Sanctioned Conferences	
Total Annual Cost for quarterly Conferences \$9,000 x .3225 FTE	2902.50

Required Sierra County membership to CalVet	1,000.00
---------------------------------------------	----------

Subtotal other costs	8,477.35
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Total Actual Costs	23,908.45
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Projected budget submitted to CalVet for Sierra County	23,500.00
50% of submitted budget funded by CalVet	11,750.00
Remaining Balance of Actual costs	12,158.45
Sierra County appropriation requested to fund Sierra CVSO	11,500.00

- * VSO at 4 hours a week, accredited to initiate, process and review Sierra County claims.
- ** VSR I allocated at 8 hr/week travel and appts., plus 1 hr/week coordinating with VSO
- *** These conferences are required to receive training allocation for obtaining/maintaining accreditation status and up-to-date training on CalVet and VA operations as they impact County Veterans Services Offices.

From: Burnworth, Karla [<mailto:KarlaBurnworth@countyofplumas.com>]
Sent: Tuesday, January 12, 2016 12:19 PM
To: Clerk-Recorder <Clerk-Recorder@sierracounty.ca.gov>
Cc: Hall, Mimi <MimiHall@countyofplumas.com>
Subject: FW: Fw: RE: Sierra County VSO funding

Hello Heather,

Mimi Hall, Director of Plumas County Public Health Agency, asked me to forward to you the email below and attachments. This is information pertinent to Sierra County Board of Supervisors' review of Veteran's Services and is intended to help inform their decision regarding continuation of Veteran's Services in Sierra County. Would you please forward this email and the attachments to each member of your Board of Supervisors?

Thank you!
Karla

Karla Burnworth

Assistant Director
Plumas County Public Health Agency
270 County Hospital Road
Quincy CA 95971
Desk: 530/283-6357
Fax: 530/283-6425

From: Hall, Mimi
Sent: Wednesday, January 06, 2016 12:33 PM
To: LaPlante, Jimmy; Jim Beard; Don Yegge
Cc: Paul Roen AOL
Subject: RE: Fw: RE: Sierra County VSO funding

Gentlemen,

Per Jimmy's request I have attached two items. 1 – The Sierra County Veterans Service Office (SCVSO) Budget, and 2 – The Agreement between Plumas and Sierra County for SCVSO.

The budget should be very straightforward. The costs to the program are not limited to the hourly rate of the individual who goes to Sierra County times the hours spent there. CVSO's are required to have an accredited staff person processing and reviewing claims, attend Cal Vet sanctioned trainings to gain and maintain the knowledge to be accredited and be trained on the current benefits, programs and requirements, and time spent outside of an appointment working on and processing a claim.

The Agreement, in the amount Not To Exceed \$27,000 states on page 1, handwritten notation (1), that if funding is reduced or deleted, Sierra County has the option to either cancel or amend the agreement. In this case, the projected 15-16 funding of \$27,000 from CalVet, which was the projected Not To Exceed

amount of the contract (see page 7, Exhibit B, Fee Schedule), will actually be only \$11,750, based on the allocation notice released in October of 2015.

According to the Agreement, since the expected funding from Cal Vet is reduced or deleted from the original \$27,000 projected, Sierra County has the option to cancel or amend the agreement. Later this spring Sierra County will receive and pass through to Plumas \$5,875 from Cal Vet for the first 6 months of 2015-2016 (payments are made in arrears). For that same period, Plumas County will have expended approximately \$11,954 on implementing the Sierra County VSO. This scenario will repeat in the second 6 months of 2015-2016. The shortfall between Plumas County's costs of providing Sierra CVSO services and the subvention funds Sierra County will receive will be largely covered by Sierra County's decision to appropriate \$11,500 towards the Agreement to cover the shortfall in Cal Vet subvention funding.

Plumas CVSO would like to know by the end of January if Sierra will or will not appropriate the \$11,500 towards the Agreement as we are not be able to cover Sierra County's required 50% match to Cal Vet funds for the remainder of the fiscal year. If Sierra County chooses not to appropriate the funds, the Agreement needs to be canceled. If it decides to appropriate the funds, the Agreement needs to be amended.

As an aside – I wanted to extend my sincere thanks for all the work you all have done for Sierra County Veterans. I have a family full of active duty service members and veterans and your dedication to them is much appreciated.

Please share this with the Board members whose addresses I do not have let me know how to proceed.

Also – please call me or email at any time if you have questions or concerns.

Best regards,
Mimi Hall

Mimi Khin Hall, MPH
Director
Plumas County Public Health Agency
270 County Hospital Road, Suite 206
Quincy, CA 95971
Phone: 530-283-6342
Fax: 530-283-6425

From: LaPlante, Jimmy
Sent: Wednesday, January 06, 2016 7:45 AM
To: Jim Beard; Don Yegge
Cc: Hall, Mimi
Subject: RE: Fw: RE: Sierra County VSO funding

I wish we could have had a meeting prior to this email that was forwarded to me. When I presented to BOS Sierra County, I made a statement that 18 claims have been filed in 2015. This number did not reflect the claims we completed and submitted in 2014 for veterans in Sierra County which exceeds 18 claims total in two years. I want to reiterate the fact that we only get credit for certain claims that are submitted. Example if we file discharge upgrade for a veteran, this claim we do not get credit for from the state when we file it and it takes hours to develop this claim and submit it (this is why the general fund is so important) Sierra County was our first discharge upgrade that we were successful with since starting services there. A Sierra County veterans discharge was upgraded from Other than Honorable to General Under Honorable conditions. With this veterans discharge upgrade, this veteran in Sierra County is enrolled in VA health care in Reno and receiving services and has a primary care doctor etc. Calvet (the state) will only reimburse us for certain claims that are filed. Out of 250 forms in the VA system only 25 of those that are filed we receive credit for through subvention funding. It is important to realize this and that is why general fund is so precious and important to get that funding to support a veterans program. I can provide a breakdown of all claims submitted since we started this program in Sierra County to the committee that is forming on this program in Sierra County just let me know. As far as no services being received in West County (Downieville), we have several veterans that we have service connected there as well as enrolled them in VA health care through the VAMC in Reno Nevada (it should be noted that we did not travel to Downieville to make that happen). We are more than happy to go to Downieville twice a month and Loyalton twice a month, we just need someone to tell us what building we are to use to meet with veterans in Downieville. Once we figure out this we can put it in the paper and write articles in the papers to reflect this. Additionally, it should be noted that we submit articles for the Sierra County Newspapers illustrating veterans benefits to the veterans in Sierra County. The newspapers do that at no expense the list goes on. Please forward this email to your BOS.

Thanks
Jimmy LaPlante
County Veterans Service Officer, Plumas County CA
(530)283-6275
270 County Hospital Road Suite 206
Quincy, CA 95971

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

MEETING DATE: February 16, 2016	TYPE OF AGENDA ITEM: <input checked="" type="checkbox"/> Regular <input type="checkbox"/> Timed <input type="checkbox"/> Consent
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DEPARTMENT: County Counsel
APPROVING PARTY: James A. Curtis
PHONE NUMBER: 289-3212

AGENDA ITEM: Introduction and first reading of an Ordinance amending Sections 8.01.030; 8.01.040; and 8.01.080 of the Sierra County Code; adding Section 8.01.045 and repealing Section 8.01.250 of the Sierra County Code; and adding Chapter 8.02 pertaining to administrative penalties for public nuisances created by cultivation of medical marijuana in violation of Chapter 8.01 of the Sierra County Code

SUPPORTIVE DOCUMENTS ATTACHED: Memo Resolution Agreement Other
Draft Ordinance

BACKGROUND INFORMATION:

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

ARE ADDITIONAL PERSONNEL REQUIRED?

 Yes, -- --
 No

IS THIS ITEM ALLOCATED IN THE BUDGET? Yes No

IS A BUDGET TRANSFER REQUIRED? Yes No

SPACE BELOW FOR CLERK'S USE

<p>BOARD ACTION:</p> <input type="checkbox"/> Approved <input type="checkbox"/> Approved as amended <input type="checkbox"/> Adopted <input type="checkbox"/> Adopted as amended <input type="checkbox"/> Denied <input type="checkbox"/> Other <input type="checkbox"/> No Action Taken	<input type="checkbox"/> Set public hearing For: _____ <input type="checkbox"/> Direction to: _____ <input type="checkbox"/> Referred to: _____ <input type="checkbox"/> Continued to: _____ <input type="checkbox"/> Authorization given to: _____	Resolution 2016- _____ Agreement 2016- _____ Ordinance _____ Vote: Ayes: Noes: Abstain: Absent: <input type="checkbox"/> By Consensus
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COMMENTS:

CLERK TO THE BOARD

DATE

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

ORDINANCE NO. _____

Amending Sections 8.01.030; 8.01.040; and 8.01.080 of the Sierra County Code; Adding Section 8.01.045 and Repealing Section 8.01.250 of the Sierra County Code; and Adding Chapter 8.02 Pertaining to Administrative Penalties for Public Nuisances Created by Cultivation of Medical Marijuana in Violation of Chapter 8.01 of the Sierra County Code

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

Ordinance Section One:

Findings and Purpose:

In adopting this Ordinance the Board of Supervisors finds as follows:

A. In 1996, the voters of the State of California approved Proposition 215 (codified as California Health and Safety Code section 11362.5 and entitled “The Compassionate Use Act of 1996”). Proposition 215 was intended to enable persons who are in need of marijuana for medical purposes to use it without fear of criminal prosecution under limited, specified circumstances. Proposition 215 further provides that “nothing in this section shall be construed to supersede legislation prohibiting persons from engaging in conduct that endangers others, or to condone the diversion of marijuana for non-medical purposes.” The ballot arguments supporting Proposition 215 expressly acknowledged that “Proposition 215 does not allow unlimited quantities of marijuana to be grown anywhere.”

B. In 2004, the Legislature enacted SB 420, codified as California Health and Safety Code section 11362.7 et seq., and referred to as “The Medical Marijuana Program Act” (hereinafter referred to as MMPA). As subsequently amended the MMPA, under California Health & Safety Code section 11362.83 the counties are expressly allowed to adopt and enforce ordinances that are consistent with the MMPA. In addition the courts in California have recognized and upheld the right of counties and cities to ban or to otherwise regulate the cultivation of marijuana – reference is to *Browne v. County of Tehama*, 213 Cal. App. 4th (2013); also see *Maral v. City of Live Oak*, 221 Cal.App.4th 975.

C. On October 9, 2015, the State of California enacted AB 243, AB 266, and SB 643, which bills regulate various activities pertaining to marijuana, including the cultivation and distribution of marijuana. Under these recently enacted State laws, counties are expressly allowed to ban or to regulate cultivation of marijuana within their jurisdiction. ~~As it presently reads, the provisions. AB 243 includes a deadline of March 1, 2016 for local agencies, including cities and counties, to establish local regulations pertaining to cultivation of marijuana and to establish local conditional permitting procedures. Failure to meet this deadline renders the State of California the sole licensing authority.~~

D. The County's geographic and climatic conditions, which include densely forested areas receiving substantial precipitation, along with the sparse population in many areas of the County, provide conditions that are favorable to marijuana cultivation. Marijuana growers can achieve a high per-plant yield with high economic value because of the County's favorable growing conditions.

E. The indoor cultivation of substantial amounts of marijuana within a residence presents potential health and safety risks to those living in the residence, especially to children, including but not limited to increased risk of fire from grow light systems and improper electrical wiring, exposure to fertilizers, pesticides, anti-fungus/mold agents, and exposure to potential property crimes targeting the residence.

F. Cities and counties throughout the State have reported adverse impacts from marijuana cultivation, including but not limited to increased risks of criminal activity, acts of violence in connection with attempts to protect or steal marijuana grows, degradation of the natural environment, unsanitary conditions, violations of building codes, disagreeable odors, and negative effects on physical, mental and community health. The creation of persistent strong odors as marijuana plants mature and flower is offensive to many people, results in complaints of respiratory problems, and creates an attractive nuisance, alerting persons to the location of valuable marijuana plants and creating an increased risk of crime. Accordingly, the Board of Supervisors finds that the unregulated cultivation of marijuana in the unincorporated area of Sierra County can adversely affect the health, safety, and well-being of the County and its residents.

G. It is the purpose and intent of this Ordinance to implement State law by regulating the cultivation of marijuana and related activities in a manner consistent with State law. It is also the intent of this Ordinance to balance the needs of medical patients and their caregivers and to promote the health, safety, and general welfare of the residents and businesses within the unincorporated territory of the County of Sierra. This Ordinance is intended to be consistent with Proposition 215 and Senate Bill 420 as well as the newly enacted State regulations embodied in AB 266, AB 243 and SB 643. The intent and purpose of this Ordinance is to establish reasonable regulations regarding the manner in which marijuana may be cultivated, including restrictions on the amount and location of marijuana that may be cultivated on any parcel, in order to protect the public's health, safety, and welfare in Sierra County, and to address the adverse impacts previous local regulations have failed to curtail.

H. The Board of Supervisors finds that the regulations established by this Ordinance relating to marijuana cultivation and related activities is proper and necessary to address the risks and adverse impacts as stated herein, that are especially significant if the amount of marijuana cultivated on a single Parcel is not regulated and substantial amounts of marijuana are thereby allowed to be concentrated in one place.

I. Nothing in this Ordinance shall be construed to allow the use of marijuana for non-medical purposes, or allow any activity relating to the cultivation, distribution, processing, storage, transportation or consumption of marijuana that is otherwise illegal under State or Federal law. No provision of this Ordinance shall be deemed to be a defense or immunity to any action brought against any person in Sierra County by the Sierra County District Attorney, the Attorney General of the State of California, or the United States of America.

J. In Sierra County, the typical growing season for Marijuana is approximately April through September of each year. Surrounding counties have adopted restrictions and, in some cases, bans on the cultivation of marijuana in their jurisdictions. The Board of Supervisors finds that if the regulations set forth in this Ordinance are not adopted then it is likely that Sierra County will continue to encounter increasing numbers of marijuana cultivation sites of increasing size, in locations which will result in public nuisances to the surrounding communities and their residents.

K. There is an immediate need to provide certainty and guidance to those who might choose to cultivate marijuana in Sierra County and to preserve the public peace, health and safety of Sierra County residents by regulating and addressing the public nuisances associated with marijuana cultivation. In addition, if marijuana cultivation is not immediately further regulated, large numbers of illegal marijuana cultivation sites may be introduced into the local market in the near term. ~~Finally, if no action is taken immediately, the State regulations will take effect, precluding the County's ability to retain and/or exercise local control over the Cultivation of Marijuana in our community.~~

Ordinance Section Two:

Section 8.01.030 of the Sierra County Code is hereby amended to read:

8.01.030 Definitions

As used herein the following definitions shall apply:

- A. "Accessory Structure" means a separate and legally permitted building or structure located on the same Legal Parcel as a Primary Place of Residence.
- B. "Child Care Center" means any licensed child care center, daycare center, childcare home, or any preschool.
- C. "Church" means a structure or leased portion of a structure, which is used primarily for religious worship and related religious activities.
- D. "Cultivation" or "Cultivate" means the grading, planting, growing, harvesting, drying, curing, trimming, processing, testing or storage, or any combination of these activities, of one or more marijuana plants or any part thereof in any location, indoor or outdoor, including from within a fully enclosed and secure building.
- E. "Commercial Cannabis Activity" shall have the same meaning as set forth in Business & Professions Code section 19300.5(k) and shall include all commercial cannabis-related activities contemplated by or for which a license may be required as set forth in AB 266, AB 243, and SB 643 and (codified in the California Business & Professions Code, Government Code, Health and Safety Code, Labor Code and Revenue and Taxation Code).

F. “Enforcement Officer” means the Sheriff, or his authorized deputies or designees, or any person employed by the County of Sierra and appointed to the position of code enforcement officer, each of whom is independently authorized to enforce this chapter.

G. “Fence” shall mean a wall or barrier connected by boards, masonry, rails, panels or any other materials for the purpose of enclosing space or separating parcels of land. For purposes of this Chapter, the term “Fence” does not include tarpaulins, cloth material, scrap material, bushes or hedgerows but must be such as to obstruct vision through the fence. Bushes or hedgerows may constitute a fence but must be such as to obstruct vision through the bushes or hedgerows if of adequate height to provide effective screening of the marijuana from outside of the Parcel.

H. “Hazardous Materials” means any substance that is “flammable, explosive, reactive, corrosive or toxic”, as further defined in California Health and Safety Code sections 25501 and 25503.5, as may be amended.

I. “Hearing Officer” means a person designated by the Board of Supervisors to conduct administrative hearings as provided in this Chapter.

J. “Identification Card” shall have the same definition as California Health and Safety Code section 11362.5 et seq., as may be amended.

K. “Indoor” or “Indoors” means within a fully enclosed and secure structure that complies with the California Building Code (Title 24, California Code of Regulations) for that specific occupancy type, as adopted by the County of Sierra. Indoors does not include structures that are exempt from the requirement to obtain a building permit under the Sierra County Code and Cultivation of Marijuana is prohibited in any such structure. Any structure used for Cultivation of Marijuana shall have a complete roof enclosure supported by connecting walls extending from the ground to the roof, and a foundation, slab, or equivalent base to which the floor is securely attached. The structure must be secure against unauthorized entry, accessible only through one or more lockable doors, and constructed of solid materials that cannot easily be broken through, such as 2” x 4” or thicker studs overlain with 3/8” or thicker plywood or equivalent materials. Exterior walls must be constructed with non-transparent material. Plastic sheeting, regardless of gauge, or similar products do not satisfy these requirements.

L. “Legal Parcel” means any parcel of real property that may be separately sold in compliance with the Subdivision Map Act (Division 2 (commencing with Section 66410) of Title 7 of the California Government Code).

M. “Marijuana” shall have the same meaning as that set forth in Health and Safety Code section 11018, as may be amended. Marijuana, Medical Marijuana, and the Cultivation thereof, as defined in this Chapter shall not be considered an agricultural activity, operation or facility under Civil Code section 3482.5 or an Agricultural Product or an Agricultural Operation.

N. “Marijuana Plant” means any mature or immature marijuana plant, including without limitation, any marijuana seedling.

O. “Medical Marijuana” shall mean Marijuana recommended by a licensed physician, in accordance with California Health and Safety Code sections 11362.5 through 11362.83, commonly referred to as the Compassionate Use Act and the Medical Marijuana Program Act.

P. “Medical Marijuana Collective” means Qualified Patients and/or designated Primary Caregivers of Qualified Patients, who associate, or form a cooperative in accordance with Section 12300 of the Corporations Code, within the unincorporated area of the County in order to collectively or cooperatively cultivate Marijuana for medical purposes, as provided in Health and Safety Code section 11362.775, as may be amended. The term collective shall include “cooperative” unless the context clearly indicates otherwise.

Q. “Outdoor” or “Outdoors” means any location that is not “Indoors” within a fully enclosed and secure structure as defined herein.

R. “Outdoor Cultivation” shall be deemed to include cultivation in a properly constructed greenhouse.

S. “Outdoor Living Area” means any patio, deck, barbecue, sitting area, dining area, pool, hot tub, enclosed yard or other outdoor space or amenity which is designed and/or used for outdoor living and entertainment.

T. “Parcel” means a “Legal Parcel” as defined herein.

~~U. “Premises” means a single, Legal Parcel of property. Where contiguous Legal Parcels are under common ownership or control, such contiguous Legal Parcels shall be counted as a single “Parcel” for purposes of this Chapter.~~

V. “Primary Caregiver” shall have the definition set forth in Health and Safety Code section 11362.7(d), as may be amended and as interpreted by the California Supreme Court in the case of *People v. Mentech* 45 Cal. 4th 274.

W. “Primary Place of Residence” shall mean the Residence at which a Qualified Patient or Primary Caregiver resides, uses or otherwise occupies on a full-time, regular basis.

X. “Qualified Patient” shall have the definition as set forth in Health and Safety Code sections 11362.7(c) and (f), as may be amended.

Y. “Residence” shall mean a fully enclosed permanent structure used, designed or intended for human occupancy that, in compliance with applicable building codes and other applicable statutes or ordinance, has been legally established, permitted, or certified as single-family or multi-family dwelling in accordance with the County Code. Recreational Vehicles (RVs), trailers, motorhomes, tents or other vehicles shall not constitute a Residence for purposes of this Chapter, irrespective of whether any such vehicle is otherwise permitted or allowed under the Sierra County Code for temporary occupancy.

Z. “School” means an institution of learning for minors, whether public or private, offering a regular course of instruction required by the California Education Code. This definition includes a nursery school, kindergarten, elementary school, middle or junior high school, senior high school, or any special institution of education, but it does not include a vocational or professional institution of higher education, including a community or junior college, college or university.

AA. “School Bus Stop” means any location designated in accordance with California Code of Regulations, Title 13, section 1238, to receive school buses, as defined in California Vehicle Code section 233, or school pupil activity buses, as defined in Vehicle Code section 546.

BB. “School Evacuation Site” means any location designated by formal action of the governing body, Superintendent, or Principal of any school as a location to which juveniles are to be evacuated to, or are to assemble at, in the event of any emergency or other incident at the school.

CC. “Sheriff” or “Sheriff’s Office” means the Sierra County Sheriff’s Office or the authorized representatives thereof.

DD. “Youth-Oriented Facility” means any facility that caters to or provides services primarily intended for minors, or the individuals who regularly patronize, congregate or assemble at the establishment are predominantly minors.

Ordinance Section Two:

Section 8.01.040 of the Sierra County Code is hereby amended to read:

8.01.040 Nuisance Declared; Cultivation Restrictions

A. The Cultivation of Marijuana, either Indoors or Outdoors, on any Parcel ~~or Parcel~~ in an area or in a quantity greater than as provided herein, or in any other way not in conformance with or in violation of the provisions of this Chapter, or otherwise in a manner that violates any other provision of State law or the Sierra County Code, is hereby declared to be a public nuisance that may be abated by any means available by law. No person owning, leasing, occupying, or having charge or possession of any Parcel ~~or Parcel~~ within the County shall cause, allow, suffer, or permit such Parcel to be used for the Cultivation of Marijuana in violation of the California Health and Safety Code or this Chapter. The provisions of Chapter 15.40 of the Sierra County Code regarding non-conforming uses shall not apply to the Cultivation of Marijuana.

B. Commercial Cannabis Activity of any nature and in any amount or quantity within the unincorporated territory of Sierra County is hereby prohibited.

C. Marijuana Cultivation is prohibited on any Parcel ~~or parcel~~ within the unincorporated territory of Sierra County except as an accessory use to a legally established Residence on a Legal Parcel.

D. Medical Marijuana Cultivation may be undertaken only by:

1. A Qualified Patient who occupies a legal Residence on the Legal Parcel being used for Medical Marijuana Cultivation as his or her primary place of Residence.
2. A Primary Caregiver on behalf of his or her Qualified Patient(s) but only on a Legal Parcel with a legal Residence which is occupied by the Qualified Patient or by the Primary Caregiver as his or her primary place of Residence.
3. In conformance with all applicable State and local laws, including all regulations and restrictions as set forth in this Chapter.

E. Indoor Medical Marijuana Cultivation is allowed only within a legal structure that meets the definition of Indoor as set forth in this Chapter, 8.01, and complies with all applicable provisions of the Sierra County Code. Cultivation shall not take place in a kitchen, bathroom, bedrooms, common areas or any other space in the structure which is used as, designed or intended for human occupancy. Structures that are exempt from the requirement to obtain a building permit under the Sierra County Code shall not be used for the Cultivation of Marijuana, provided however, that Cultivation in a greenhouse shall, pursuant to subsection (F), below, be allowed as Outdoor Cultivation, subject to the provisions and restrictions as otherwise set out in this Chapter, 8.01 of the Sierra County Code. Lights used indoors shall comply with all applicable laws, including without limitation, restrictions on the use of lights or lighting that interferes with the use of any radio or other communication device.

~~The following setbacks shall apply to all Indoor Cultivation areas and shall be measured in a straight line from the nearest point of the Cultivation area enclosure to either the nearest exterior wall of a residential structure on a Legal Parcel under separate ownership or the nearest boundary line of any Outdoor Living Area on a Legal Parcel under separate ownership. No lights may be used outdoors as part of the growing of marijuana.~~

- ~~1. For all single or multi family home parcels, _____ feet from any Legal Residence or Outdoor Living Area located on an adjacent separate Legal Parcel.~~
- ~~2. In a mobile home park as defined in Health and Safety Code section 18214.1, _____ feet from a mobile home that is under separate ownership.~~

F. Outdoor Marijuana Cultivation may, subject to the other provisions and restriction established in this Chapter, 8.01, of the Sierra County Code, only occur on a Legal Parcel that is not less than two (2) acres in size. Cultivation within any detached greenhouse shall be considered Outdoor Cultivation.

- 1 All Marijuana grown outside of any building must be fully enclosed by an opaque fence at least six (6) feet in height if the Marijuana is visible from any location off of the property which contains the growing Marijuana. Bushes and hedgerows, may constitute an adequate fence under this subdivision if sufficient to prevent a view of the Marijuana.
2. Any outdoor area in which the Marijuana is cultivated shall be set back at least **seventy-five (75)** feet from all boundaries of the Parcel. Such setback distance

shall be measured in a straight line from the fence required by subdivision (F)(1), to the boundary line of the Parcel.

3. No lights may be used outdoors as part of the growing of Marijuana, which prohibition shall also apply to greenhouses.

G. Notwithstanding any other provision of this Chapter (8.01) to the contrary, the following limitations apply to Cultivation of Marijuana, both as to Indoor and to Outdoor Cultivation on any property located within the unincorporated area of Sierra County. These limitations apply irrespective of the number of Qualified Patients or Primary Caregivers residing at the Parcel or participating directly or indirectly in the Marijuana Cultivation activity. These limitations also apply to any person Cultivating Medical Marijuana as a Primary Caregiver(s) for Qualified Patients.

1. Medical Marijuana Cultivation shall be limited to ten (10) Marijuana plants, whether mature, immature or seedlings, which Cultivation shall be in one (1) location on the Parcel that consists of a contiguous area with a square footprint not to exceed one hundred (100) square feet. These limits apply as to each Qualified Patient residing on the property or to each Qualified Caregiver.
2. Cultivation on any Parcel shall be for no more than two (2) individuals, whether as Qualified Patients and/or Qualified Caregivers, such that no more than twenty (20) Marijuana plants within a square footprint not to exceed two hundred (200) square feet shall be allowed on any Parcel.
3. No Marijuana plant shall exceed a height limit of ten (10) feet and cultivation of Marijuana on tiers or any basis for stacking plants within the allowed footprint is prohibited.

H. Cultivation of Marijuana is prohibited on any Parcel located within the following areas:

1. Upon any Parcel located within one hundred (100) feet of any School, ~~School Evacuation Site~~, Church, Park, Child Care Center, or Youth-Oriented Facility. Such distance shall be measured in a straight line from the Fence or other enclosure required by this Chapter to the nearest boundary line of the Parcel upon which the School, School Bus Stop, ~~School Evacuation Site~~, Church, Park, Child Care Center, or Youth-Oriented Facility is located.
2. In any location where the Marijuana would be visible from the public right-of-way or publicly traveled private roads at any stage of growth

I. All Cultivation areas shall comply with the following requirements:

1. All Marijuana Cultivation shall be shielded from public view at all stages of growth. All Cultivation areas shall be adequately secure to prevent unauthorized entry, including a secure locking mechanism that shall remain locked at all times when a Qualified Patient or Primary Caregiver is not present within the Cultivation area.

2. There shall be no exterior evidence of Cultivation from a public right-of-way or publicly traveled private road.
3. Marijuana Cultivation shall not adversely affect the health, safety, or general welfare of persons at the Cultivation site or at any nearby residence by creating dust, glare, heat, noise, noxious gasses, odor, smoke, traffic, or vibration, by the use or storage of hazardous materials, processes, products or wastes, or by any other way. The Cultivation of Marijuana shall not subject residents of neighboring parcels who are of normal sensitivity to reasonably objectionable odors.
4. All new structures used or intended for use in Indoor Cultivation shall submit complete construction plans for review to the Building Department, obtain building permits, and obtain required building inspections and a final certificate of occupancy prior to the start of any Indoor Cultivation activities.
5. All electrical, mechanical, and plumbing used for ~~Indoor~~ Cultivation of Marijuana shall be installed with valid electrical, mechanical, and plumbing permits issued and inspected by the Sierra County Building Department, which building permits shall only be issued to the legal owner of the Parcel.
6. All structures used for Cultivation of Marijuana shall contain adequate ventilation, air filtration and odor control filters to prevent odor, mold and mildew in any area used for Cultivation or which is used as, designed or intended for human occupancy, or on adjacent Parcel.
7. Indoor grow lights shall not exceed one thousand two hundred watts (1200W) and shall comply with the California Building, Electrical and any applicable Fire Codes. Gas products (including, without limitation, CO₂, butane, propane and natural gas), or generators shall not be used within any structure used for Indoor Cultivation. Grow light systems associated with Cultivation shall be shielded to confine light and glare to the interior of the structure and shall conform to all applicable building and electrical codes. **Lights used indoors shall not interfere with the use of any radio or other communication devices.**
8. **Any lights used for the Cultivation of Marijuana shall be shielded and downcast or otherwise positioned in a manner that will not shine light outside of the structure in which the Cultivation occurs or allow light glare to exceed the boundaries of the Parcel upon which they are placed, and** shall comply with the requirements of the Sierra County Code and provisions of State law.
9. The Cultivation of Marijuana shall not exceed the noise level standards as set forth in the County General Plan.
10. Wherever Medical Marijuana is grown, a copy of a current and valid, State-issued Medical Marijuana identification card, physician recommendation or Affidavit as set forth in this Section must be displayed at or immediately adjacent to the Cultivation area, in such a manner as to allow law enforcement officers to easily see the recommendation or Affidavit. If a Qualified Patient has a verbal medical

recommendation, then the Qualified Patient shall provide an Affidavit setting forth the name and contact information of the physician making the recommendation, the date of the recommendation and amount(s) of Marijuana recommended by the physician. The Affidavit shall be signed under penalty of perjury under the laws of the State of California.

11. If the person(s) Cultivating Marijuana on any Legal Parcel is/are not the legal owner(s) of the Parcel, the person(s) who is/are Cultivating Marijuana on such Parcel shall, (a) give written notice to the legal owner(s) of the Parcel prior to commencing Cultivation of Marijuana on such Parcel, and (b) shall obtain a signed and notarized letter from the legal owner(s) consenting to the Cultivation of Marijuana on the Parcel. The person(s) Cultivating Marijuana shall obtain this written letter of consent from the legal owner prior to Cultivating Marijuana on the Parcel and at least annually thereafter. A copy of the most current letter of consent shall be displayed in the same immediate area as the recommendations set forth in section 8.01.040 (G)(10) in such a manner as to allow law enforcement officers to easily see the letter of consent without having to enter any building of any type. The person(s) Cultivating Marijuana shall maintain the original letter of consent on the Parcel at which Marijuana is being Cultivated and shall provide the original letter to the Enforcement Officer for review and copying upon request. The Sheriff may prescribe forms for such letters.
12. The use of Hazardous Materials for and/or in association with the Cultivation of Marijuana, except for limited quantities of Hazardous Materials that are below State of California threshold, is prohibited. Any Hazardous Materials stored shall maintain a minimum setback distance of one hundred (100) feet from any private drinking water well, spring, water canal, creek or other surface water body, and two hundred (200) feet from any public water supply well *or source*. The production of any Hazardous Waste as part of the Cultivation process shall be prohibited.
13. All Parcel used for the Cultivation of Marijuana shall have a legal and permitted water source on the Parcel and shall not engage in unlawful or unpermitted diversion *or* drawing of surface water or permit illegal discharges of water from the Parcel.

J. Accessory Structures used for the Cultivation of Marijuana shall meet all of the following criteria:

1. The accessory structure, regardless of size, shall be legally constructed in accordance with all applicable development permits and entitlements including, but not limited to, grading, building, structural, electrical, mechanical and plumbing permits approved by applicable federal, state and local authorities prior to the commencement of any Cultivation activity. The conversion of any existing accessory structure, or portion thereof, for Cultivation shall be subject to these same permit requirements and must be inspected for compliance by the applicable federal, state and local authorities prior to commencement of any Cultivation activity.

2. The accessory structure shall not be built or placed within any setback as required by the Sierra County Code or approved development permit or entitlement.
3. The accessory structure shall be equipped with permanently installed and permitted electricity, and shall not be served by temporary extension cords. Electrical wiring conductors shall be sized based on the current California Electrical Code with anticipated loads identified.
4. The accessory structure shall be equipped with a permanently installed and permitted odor control filtration and ventilation system adequate to prevent any odor, humidity, or mold problem within the structure, on the Parcel, or on adjacent Parcels.
5. If the accessory structure is a greenhouse, the panels shall be of glass or polycarbonate and should be opaque for security and visual screening purposes. Where the greenhouse panels are not obscure, the greenhouse shall be screened from view by a solid Fence.

K. Where the provisions of this Chapter are more restrictive than other provisions of the Sierra Code, the provisions of this Chapter shall govern.

L. Nothing herein shall limit the ability of the Chief Building Official or designee, Fire Marshall or designee, or any other state or local employees or agents from entering the property to conduct the inspections authorized by or necessary to ensure compliance with this Chapter, or the ability of the Sheriff to make initial inspections or independent compliance checks. The Sheriff is authorized to determine the number and timing of inspections that may be required.

Ordinance Section Three:

Section 8.01.045 is hereby added to the Sierra County Code, as follows:

8.01.045 Registration

No person shall cultivate marijuana, in any quantity, without first registering with the County as follows:

A. Registration shall be with County Sheriff's Office, on forms to be provided by and obtained from the Sheriff's Office, and shall provide all of the following current information and documentation to the agency:

1. The name of each person, owning, leasing, occupying, or having charge or possession of the Parcel;
2. The name of each Qualified Patient or Primary Caregiver who participates in the Cultivation, either directly or by providing reimbursement for Marijuana or the services provided in conjunction with the provision of that Marijuana;

3. A copy of the current valid medical recommendation or state-issued medical marijuana card for each Qualified Patient identified as required above, and for each Qualified Patient for whom any person identified as required above is the Primary Caregiver;
4. The number of Marijuana plants cultivated on the Parcel; and
5. Such other information and documentation as the agency determines is necessary to ensure compliance with State law and this chapter.

B. The registration shall contain a statement, under penalty of perjury, that the information is true and accurate.

C. Where the registration application is deemed complete, and no violations or conditions are identified to prohibit Marijuana Cultivation, a registration number shall be provided to the applicants. The registration number shall be kept with the Cultivation and shall be presented to the inspecting officer upon request.

D. This information and documentation shall be received in confidence, and shall be used or disclosed only for purposes of administration or enforcement of this Chapter or State law, or as otherwise required by law.

E. The Board of Supervisors shall, by Resolution, establish a fee for such annual registration in accordance with all applicable legal requirements.

F. Every registration under this Chapter shall be valid for no more than one (1) calendar year and shall expire on December 31st of each year. An expired registration shall be renewed in the same manner as an initial registration hereunder. In the event that the registration of any Parcel for any calendar year is submitted after March 1st of that year, the registrant shall pay a late registration penalty equal to fifty percent (50%) of the applicable registration fee.

G. If the person(s) cultivating Marijuana on any Legal Parcel is/are not the legal owner(s) of the Parcel, such person(s) shall submit an Affidavit from the legal owner(s) consenting to the Cultivation of Marijuana on the parcel. Notwithstanding the foregoing, the owner of a Parcel where the cultivator shall, in all cases, be responsible for any nuisance that has been determined to exist upon their property. The Department shall prescribe forms for Affidavits. (Ord. _____, eff. _____)

Ordinance Section Four:

Section 8.01.080 of the Sierra County Code is hereby amended to read:

8.01.080 Administrative Review

A. Any person upon whom a notice to abate unlawful Marijuana Cultivation has been served may appeal the determination of the Enforcement Officer that the conditions set forth in the notice constitute a public nuisance. ~~The Board of Supervisors, or may show cause before the Board of Supervisors or a~~ A Hearing Officer *assigned by the County Clerk, pursuant to the*

procedures set out in Chapter 8.02, shall hold an administrative appeal hearing to determine if a nuisance exists which should ~~why those conditions should not~~ be abated in accordance with the provisions of this Chapter. Any such administrative review shall be commenced by filing a written request for a hearing with the County Clerk within ten (10) calendar days after the date that said notice was served. The written request shall include a statement of all facts supporting the appeal. The time requirement for filing such a written request shall be deemed jurisdictional and may not be waived. In the absence of a timely filed written request that complies fully with the requirements of this section, the findings of the Enforcement Officer contained in the notice shall become final and conclusive on the eleventh day following service of the notice.

B. Upon timely receipt of a written request for hearing which complies with the requirements of this section, *the County Clerk shall assign a Hearing Officer* who shall then set a hearing date not less than seven (7) days nor more than thirty (30) days from the date the request is filed. ~~Alternatively the Board may appoint a Hearing Officer to conduct an appeal hearing and to render a decision on same.~~ The Clerk shall send written notice of the hearing date to the requesting party, to any other parties upon whom the notice is served, and to the Enforcement Officer.

C. Any hearing conducted pursuant to this Chapter need not be conducted according to technical rules relating to evidence, witnesses and hearsay. Any relevant evidence shall be admitted if it is the sort of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs regardless of the existence of any common law or statutory rule which might make improper the admission of the evidence over objection in civil actions. The ~~Board of Supervisors or~~ *Hearing Officer* has discretion to exclude evidence if its probative value is substantially outweighed by the probability that its admission will necessitate undue consumption of time.

D. The ~~Board of Supervisors or~~ *Hearing Officer* may continue the administrative hearing from time to time.

E. The ~~Board of Supervisors or~~ *Hearing Officer* shall consider the matter *de novo*, and may affirm, reverse, or modify the determinations contained in the notice to abate unlawful Marijuana Cultivation. The ~~Board of Supervisors or~~ *Hearing Officer* shall issue a written decision which shall be mailed to, or personally served upon, the party requesting the hearing, any other parties upon whom the notice was served, and the Enforcement Officer.

F. The decision of the ~~Board of Supervisors or~~ *Hearing Officer* shall be final and conclusive.

Ordinance Section Five:

Section 8.01.250 of the Sierra County Code, Regarding Misdemeanor Penalty, is hereby deleted.

Ordinance Section Six:

Chapter 8.02 Regarding Administrative Penalties for Public Nuisances Created by Cultivation of Medical Marijuana in Violation of Chapter 8.01 of the Sierra County Code, is hereby added to read:

Chapter 8.02 Administrative Penalties for Public Nuisances Created by Cultivation of Medical Marijuana in Violation of Chapter 8.01 of the Sierra County Code

8.02.010 Effect

The provisions of this Chapter are adopted pursuant to the authority contained in Government Code Section 53069.4 and are in addition to and shall take precedence over any other provisions of the Sierra County Code with respect to any violation of Chapter 8.01 regulating to Marijuana activities within the unincorporated territory of the County and nothing shall prevent the immediate issuance of a citation pursuant to this Chapter 8.02, with or without a notice of order of abatement upon confirmation of a violation of Chapter 8.01.

8.02.020 Purpose of Administrative Penalties on Public Nuisance

- A. This Chapter is adopted to achieve the following goals:
1. To protect the public health, safety and welfare of the communities and citizens in the County of Sierra;
 2. To provide a method to penalize responsible parties who fail or refuse to comply with Medical Marijuana Cultivation provisions of the Sierra County Code (ordinances); and
 3. To minimize the expense and delay which may otherwise occur if the County pursues violations by responsible parties in the civil or criminal justice system.
- B. The procedures established in this Chapter shall be in addition to any applicable criminal, civil or other legal remedies established by law and available to address violations of State law and/or violations of the Sierra County Code (hereinafter, "County Code" or "Code").
- C. Notwithstanding any other provision of this Code, whenever an act, event or condition results in violation of Chapter 8.01 of this Code, the procedures set out in this Chapter may be used to impose an administrative penalty on violators.

8.02.030 Definitions

As used in this chapter:

- A. "Citation" or "administrative citation" means a civil citation issued pursuant to this Chapter stating that there has been a violation of one or more provisions of Chapter 8.01 of this code and setting the amount of the administrative penalty to be paid by the responsible party.
- B. "Days" means calendar days.

C. "Enforcement Officer" or "Official" means the Building Official, Code Enforcement Officer, Sheriff or designee, or any other individual designated by the Board of Supervisors to enforce and administer the provisions of this Chapter and/or Chapter 8.01 of the Sierra County Code.

D. "Responsible Party" means an individual, association, co-partnership, political subdivision, government agency, municipality, industry, public or private corporation, firm, organization, partnership, joint venture or any other entity whatsoever whose action or actions caused or contributed to violations of codes specified in this chapter.

E. "Year" means three-hundred and sixty-five (365) days.

8.02.040 Administrative penalty

A. Any Responsible Party violating any provision of Chapter 8.01 of this Code may be issued an administrative citation by a Enforcement Officer designated by the Board of Supervisors in accordance the provisions established by this Chapter. The administrative citation shall impose a penalty/fine for each and every Marijuana Plant cultivated in violation of Chapter 8.01 shall be: (1) One Thousand Dollars (\$1,000) per plant; plus (2) One Hundred Dollars (\$100) per plant per day the plant remains unabated past the abatement deadline set forth in the notice of abatement order.

B. Each and every day a violation of the provisions of the code exists constitutes a separate and distinct offense and shall be subject to citation.

C. The Enforcement Officer may issue a citation for a violation not committed in the Official's presence, if the Official has determined through investigation that the responsible party did commit or is otherwise responsible for the violation.

8.02.050 Procedures

A. The administrative citation shall be issued on a form containing:

1. The name and address of the property owner(s), as such persons' names appear on the last equalized assessment roll, any lessees and responsible parties and the physical address of the property or location where the violation exists or occurred;
2. A statement of the acts, events or conditions which resulted in a violation of the Code, including a reference to the appropriate title and chapter and the date of occurrence of the violation(s) included within the citation;
3. The amount of the administrative penalty imposed by the citation;
4. A statement explaining how, where, to whom, and within what number of days the penalty shall be paid;
5. Identification of appeal rights, including the time within which the administrative citation may be contested and how to contest the citation; and

6. The signature of the Official issuing the citation along with the date of issuance of the citation.
- B. The administrative citation shall be served upon the owner of the real property, the lessee and any other responsible party. Failure of the Enforcement Officer to serve any party as required in this section shall not invalidate any provisions of this Chapter.
- C. Service of an administrative citation may be made upon the parties either by personal delivery or by first class mail postage prepaid, return receipt requested, and shall be deemed completed when it is served to the address of record of the responsible party.
- D. In lieu of personally serving the parties by personal delivery or first class mail postage prepaid, service of the administrative citation and any amended or supplemental citation may be made by substituted service, and may be accomplished as follows:
1. By leaving a copy during usual business hours with the person who is apparently in charge at the recipient's place of business, and by thereafter mailing by first class mail postage prepaid a copy to the recipient at the address where the copy was left, or
 2. By leaving a copy at the recipient's dwelling or usual place of abode, in the presence of a competent member of the household, and thereafter mailing by first class mail postage prepaid a copy to the recipient at the address where the copy was left; or
 3. In the event the party cannot be served by first class mail postage prepaid, or cannot be personally served and has a property manager or rental agency overseeing the parcel, substituted service may be made as set forth above in subsection (1.) of this section upon the property manager or rental agency; or
 4. Substitute service may be effected by posting the property with the administrative citation and mailing a copy of the citation by first class mail postage prepaid to the party in violation at the address of the property where the violation exists; or
 5. If the party cannot be located or service cannot be effected as set forth in this section, service may be made by publication in a newspaper of general circulation.
- E. Failure of any party to receive such administrative citation shall not affect the validity of any proceedings taken under this section against any other party. Service by first class mail postage prepaid in the manner provide in this section shall be effective on the date of mailing.

8.02.060 Appeal of Citation

- A. A person served with an administrative citation issued pursuant to this Division may file an appeal, with the Sierra County Clerk, within twenty (20) calendar days from the date of service of the administrative citation. The time requirement for filing an appeal with the County Clerk shall be deemed jurisdictional and may not be waived. If no timely appeal is filed, the

administrative citation and fees set forth therein is final. The following provisions shall apply to the filing of any appeal:

1. The appeal shall be made in writing on the form to be provided by and available from the County Clerk, and shall include both a mailing address at which the appellant agrees to accept service of notice as well as such other information as required by the form, including a brief statement as to the basis for the appeal. Failure to provide the information required by the appeal form shall constitute a waiver of the right to an appeal and a basis for summary denial of the appeal.
2. Upon the filing of a proper appeal, payment of any fines shall be suspended pending the outcome of the appeal.
3. Upon receipt of a timely and properly filed appeal, the County Clerk shall assign a Hearing Officer and set an appeal. The County Clerk shall appoint a Hearing Officer from a list of individuals, as established by the County, who are available to serve as Hearing Officers, and shall direct the scheduling of an appeal hearing before the selected Hearing Officer. Hearing Officers shall be current or former members of the California State Bar. It is the goal to have appeals heard in an expeditious manner within forty-five (45) days from the receipt of the appeal.
4. Written notice of the date, time and place of the hearing shall be served on the person appealing the administrative citation at least twenty (20) calendar days prior to the date of the hearing by personal service or by first class mail, postage prepaid, including a copy of the certificate of mailing. Service shall be deemed effective upon either personal service on the individual or entity or by depositing the notice in the mail, first class.

B. The appeal hearing shall be conducted pursuant to the following procedures:

1. The Enforcement Officer issuing the administrative citation or the Appellant may request and shall be granted a continuance of the appeal hearing once without prejudice for a period not to exceed twenty-eight (28) days provided, however, that the request for such continuance shall only be effective if made no less than five (5) full days (120 hours) in advance of the appeal hearing. All requests shall be made in writing by facsimile or e-mail to the Hearing Officer, with a copy to the County Clerk, and the Hearing Officer shall immediately notify the parties to the appeal of the continuance and the rescheduled hearing date. Any additional continuance may be authorized by the Hearing Officer only upon a showing of good cause by the party requesting the continuance or due to Hearing Officer's schedule.
2. The appeal hearing shall be heard either at the Sierra County Courthouse, or at such other location directed by the Hearing Officer with the agreement of the parties.
3. No person shall serve as a Hearing Officer if that person has a direct conflict of interest as defined in Government Code section 87100. If a Hearing Officer becomes aware of such a conflict after being so appointed, the Hearing Officer

shall promptly notify the County Clerk in order to allow for the appointment of a new Hearing Officer.

4. No party shall submit any evidence or written briefs prior to the hearing, nor shall there be any ex parte communication between the hearing officer and either the Appellant or the Enforcement Officer. The decision of the Hearing Officer shall be based solely on the evidence presented at the hearing.
5. Prior to receiving any oral testimony, the Hearing Officer shall administer an oath, and all testimony shall be made under penalty of perjury.
6. At the request of the appellant the testimony and oral presentation shall be preserved verbatim either by electronic or stenographic recording. The Appellant shall be responsible for the cost incurred by the County to make any such recording of the appeal and for any transcription that may thereafter be requested or required.
7. All exhibits and other matter introduced and admitted at the appeal hearing shall be duly marked and upon issuance of a written decision the Hearing Officer shall thereafter promptly transmit same to the County Clerk as a part of the record of the hearing.
8. The Hearing Officer shall set the order of presentation of evidence by the parties as well as time limits upon the presentation of evidence and argument. If no time limit is set, the time limit shall be thirty (30) minutes for Appellant, including Appellant's witnesses and thirty (30) minutes for the Enforcement Officer, including any witnesses. If additional time is extended for either party, then equal time shall be extended to the other party. In addition to the presentation of any oral testimony, all parties shall be entitled to introduce relevant written documents into evidence.

C. At the conclusion of the hearing the Hearing Officer shall, based on the evidence submitted at the hearing determine whether the person receiving the administrative citation committed, maintained, or permitted a violation(s) of the Sierra County Code. The decision of the Hearing Officer and reasons therefore shall be set out in a brief written statement.

D. The decision of the Hearing Officer shall be subject to judicial review pursuant to the provisions of Section 53069.4 of the Government Code, if and only if an appeal is timely filed with the Sierra County Superior Court Clerk, together with the applicable appeal fee, within twenty (20) days after service of the decision of the hearing officer by first class mail, postage prepaid, including a copy of the affidavit or certificate of mailing. Any person filing an appeal shall serve a copy of the notice of appeal in person or by first class mail on the Board with a copy to the Sierra County Clerk. Within fifteen (15) days from a request from the Court, the County Clerk shall forward to the Court the file of the hearing, together with the notice of violation of the code, the notice of code violation hearing before a Hearing Officer, and the decision of the Hearing Officer. If an appeal is not timely filed in accordance with this subsection, all persons are barred from commencing or prosecuting any such action or proceeding or asserting any defense of invalidity or unreasonableness of such decision, proceedings, determinations or actions taken. The failure of a responsible party to appear at an

appeal hearing shall constitute a failure to exhaust administrative remedies which may be asserted in any subsequent legal action contesting administrative citation and the levying of the administrative penalty.

E. Neither imposition nor payment of an administrative penalty shall relieve the responsible party from his/her obligation to correct the violation, nor shall it bar further enforcement action by the County.

8.02.080 Payment and Collection

A. In the event the responsible party fails to pay the administrative penalty when due, the County may take any actions permitted by law or ordinance to collect the unpaid penalty, which shall accrue interest at the legal rate of judgment interest in the State of California, commencing thirty (30) days after the administrative penalty becomes due and continuing until paid.

B. In the event a civil action is commenced to collect the administrative penalty, the County shall be entitled to recover all costs associated with the enforcement, investigation, establishment and collection of the penalty. Costs include, but are not limited to, staff time and costs incurred in the enforcement, investigation, establishment and the collection or processing of the penalty and those costs set forth in Code of Civil Procedures Sections 685.010 et seq. and as may otherwise authorized by this Code.

C. The amount of any unpaid administrative penalty, plus any other costs as provided in this Chapter, may be declared a lien on real property owned by the responsible party within the County as follows:

1. Notice shall be given to the responsible party prior to the recordation of the lien, and shall be mailed first class mail postage prepaid to the last known address;
2. When the Enforcement Officer records a lien listing delinquent unpaid administrative penalties with the County Recorder's office, the lien shall specify the amount of the lien, the date of the code violations, the date of the final administrative decision, the street address, legal description, and assessor's parcel number of the parcel on which the lien is imposed, and the name of the owner of the parcel according to the last equalized assessment roll; and
3. In the event that the lien is discharged, released or satisfied, either through payment or foreclosure, notice of the discharge and release of the lien shall be prepared by the Enforcement Officer.

D. The amount of the unpaid administrative penalty, plus any other costs as provided by this Chapter, may be declared a special assessment against any real property owned by the responsible party and located within the County. The Board of Supervisors may impose the special assessment on one (1) or more parcels. The amount of the assessment shall not exceed the amount of administrative penalty imposed for the violation, plus any cost authorized by other chapters of this Code. The Enforcement Officer may present a resolution to the Board of Supervisors to declare a special assessment, and, upon passage and adoption thereof, shall cause a certified copy to be recorded with the Sierra County recorder's office. The assessment may then be collected at the same time and in the same manner as ordinary taxes are collected, and

shall be subjected to the same penalties and the same procedure and sale in the case of delinquency as provided for ordinary property taxes.

E. The County may withhold issuance of licenses, permits and other entitlement for any property whenever an administrative penalty resulting from a code violation on that property remains unpaid or the owner of the property has outstanding, unpaid administrative penalties for violations of the Code.

F. The County may take any action permitted for enforcement of a civil money judgment pursuant to the Enforcement of Law, California Code of Civil Procedure Section 680.010 et seq."

Ordinance Section Seven

This ordinance shall take effect thirty (30) days after its passage. 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 at a regular meeting of the Board of Supervisors held on the 16th day of February 2016, and passed and adopted by the Board of Supervisors of the County of Sierra, State of California, on the ____ day of _____, 2016, by the following roll call vote, to-wit:

AYES: Supervisor
NOES: Supervisor
ABSTAIN:
ABSENT:

COUNTY OF SIERRA

LEE ADAMS
CHAIRMAN, BOARD OF SUPERVISORS

ATTEST:

APPROVED AS TO FORM:

HEATHER FOSTER
CLERK OF THE BOARD

JAMES A. CURTIS
COUNTY COUNSEL

Laurenc L. DeVita

POB 74 Calpine Ca 96124 530 448 9092 meditor@sierracountyprospect.com

Sierra County Board of Supervisors
P.O. Drawer D
Downieville, CA 95936

02/09/16

Dear Sierra County Board of Supervisors,

I have already written to complain about the lack of process in the way the Board is handling a very critical issue, land use and county restriction ordinances for medical cannabis patients and their caregivers.

Regardless the outcome of the process, there needs to be some evidence of a transmission of real data. The public hearings were not public hearings at all, and the finding of the committee was a foregone conclusion.

In particular, I want to bring to the level of a complaint, at this point, that Paul Roen, Supervisor of District 3 and my representative, is so bigoted against medical Cannabis it is impossible for him to be pragmatic about it. Mr. Roen has made numerous comments indicating it didn't matter to him what people said, he was against cannabis. Further, though the state of California has declared medical cannabis an agricultural crop, and all state med can laws can be overseen in the county by the Ag Commissioner or Ag Officer, Mr. Roen steadfastly refuses to acknowledge any agricultural value at all. Clearly, Mr. Roen is not the proper chair for this committee, which deals with nascent trends in medical cannabis commerce, and a growing body of evidence for medical use.

That Mr. Roen needs to be replaced is an issue for the voters of district 3 to deal with. However, the entire board has placed its confidence in a committee which was very poorly suited to handle the task. It is a planning and building committee; this is an ag matter, a medical matter, an economic matter. It needs its own committee.

The urgency for action now is gone. I ask the Board to reconsider the task of the committee, and reconsider the chair, and appoint someone who can be unbiased, and take an unbiased look at the important economic, social, and especially, human aspects. The process should be transparent; the public should be heard and that input compiled and should be available for the public to see.

Mr. Roen's disparaging remarks, often made in public places, reveals his inability to be pragmatic in this important task and puts the entire process at risk; as a Board member, you deserve a more professional and objective performance. As citizens, we deserve better governance.

Sincerely,

Laurenc L. DeVita

cc: email, individual supervisors; the press
cc: Plumas/Sierra Medical Cannabis Farmers

From: Supervisor Lee Adams [<mailto:hangman1885@jps.net>]
Sent: Tuesday, February 09, 2016 3:21 PM
To: Heather Foster <hfooster@sierracounty.ca.gov>
Subject: Fwd: Ordinance

Heather,

I'd appreciate it if this email could be added to the board packet regarding the marijuana ordinance.

This is an issue that the board is being asked to consider.

Thanks. Lee

“Seedling or Start” – means a plant that has no flowers, is less than 12 inches wide and is less than 24 inches tall. All three criteria must be met to be counted as a seedling or start.

“Mature Plant” – means any plant that does not fall within the definition of a seedling or start. A mature plant can be in either the vegetative or the flowering stage of growth.

I believe an ideal would be two or three seedlings allowed per mature plant. Thirty seedlings may seem outrageous, but so many can be necessary to ensure a grower such as myself eight to ten healthy female plants.

If seedlings and mature plants were to be counted equally, growing from seed (and possibly having a male plant "count") would no longer be a reasonable option, and almost all plants would necessarily be grown from clones. I prefer to grow from seed.

Thanks for your time, Lee. Please let me know if you had something more detailed in mind, and I'll shoot an improved version...

To the Board of Supervisors of Sierra County,

I write to express my disapproval of the proposed changes to our medical marijuana ordinance.

It is my impression that the discussed changes to our ordinance are drastic, hasty and marginalize many of our citizens unfairly, particularly the poor, elderly and ill.

Overall, the proposed ordinance will do nothing to deter drug trafficking organizations and large scale growers who already live outside the law.

The repercussions of those who violate the ordinance should be reasonable. It is my thought that a flat fine of \$100 is reasonable.

The square footage limits are not fair. This is an agricultural good and the variables that effect yield are innumerable.

There needs to be a consideration in the plant counts to allow for seedlings, immature vegetative plants and male plants.

Thank you for your consideration. I hope one day Sierra County will be on the right side of history and participate in sensible marijuana policy.

Regards,
Sarah Grew
Pike

Michelle Burr

From: Indigo D <indigoherbals@gmail.com>
Sent: Wednesday, February 10, 2016 4:53 PM
To: Clerk-Recorder; Lee Adams
Subject: Proposed medical marijuana ordinance
Attachments: Polls Show Support for Legalization on the Rise_ The Leafly Roundup - Leafly.html

To The Sierra County Board of Supervisors,

I am writing to let you know my concern about your proposed changes to our current Medical Marijuana ordinance.

It will not stop the people(from out of the county, state, and country) and criminals who do big illegal grows from growing here. For people that go outside the law they will always do it anyway and actually even more when there is extreme oppression like this ordinance is suggesting.

What it will do is drive the good people who want to homestead and care for this beautiful environment out of the county either because they cannot grow enough medicine for themselves or people they are caring for, do not want to be considered criminals, and don't want to live in a place where their voices are not heard and taken into consideration by the governing body and there really is no democratic process. It sad because many of us homesteading gardeners, healers, teachers, etc. want a chance to show the citizens that disapprove of marijuana gardening and stereotype us as criminals that we are not that, we are just the same as them and good taxpaying citizens. The people who live on acreage in rural areas are not bothering anyone with their marijuana grows under the current ordinance.

The new ordinance is simply not a big enough space for a personal medical marijuana grow. What has to be taken into consideration is the size and growth patterns of different plants, the starting nursery in which seeds are planted and both male and females sprout and some plants are not that strong, so you have to plant at least 3 times the plants you will keep and discard the rest, and it is not enough plant material needed to process oils that the chronic disease patients are needing.

I also urge that whatever ordinance you do put into place please do not adopt a \$1,000 fine per plant over, no one can afford that, especially sick and elderly people. If there does need to be a fine please consider a significantly lower one with an abatement period.

This proposed ordinance by the BOS without having citizens on their deciding committee is going backwards into what feels like the Dark Ages around this harmless yet incredible healing medicinal plant, while the rest of the country, our government, and the rest of the world is moving forward with it.

Attached is an example and proof of where the rest of our country is heading regarding marijuana and what is happening in the Mexican Cartel Marijuana criminal world and their profits(proving decrease in Cartel growing up here since our country has been understanding, accepting, and approving legal marijuana growing). It even states that Mexico is starting their own conversation about National Legalization of Marijuana.

I hope you take my words into consideration,

Thank You,

Laura Donaldson

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

**A RESOLUTION CALLING AN ELECTION FOR AN ADVISORY MEASURE ON
COMMERCIAL MARIJUANA ACTIVITIES IN SIERRA COUNTY AND
CONSOLIDATING THE ELECTION WITH THE JUNE 7, 2016, STATEWIDE
GENERAL ELECTION**

WHEREAS, recent changes in State Law authorize, subject to permits and/or licenses to be issued by both the State and by the County, persons or entities to grow, sell and otherwise engage in commercial activities with regard to medical marijuana; and

WHEREAS, the Board of Supervisors is proposing to adopt an Ordinance prohibiting all commercial activities with regard to medical marijuana, while allowing cultivation for personal use in a manner that is consistent with the restrictions on personal cultivation established by recent changes to State Law (reference is to AB 243, as adopted in 2015); and

WHEREAS, in public meetings held by the Board of Supervisors, persons otherwise engaged in cultivation of marijuana have advocated to have the County authorize commercial activities pertaining to the growing and selling of medical marijuana within the County; and

WHEREAS, before considering whether to allow commercial medical marijuana activities within the County, the Board of Supervisors wishes to obtain input from the voters as to whether the County should allow medical marijuana to be grown, sold, processed and distributed within the County as a commercial activity. Accordingly, the Board is submitting an advisory measure to the voters at the next regularly scheduled County and Statewide general election on June 7, 2016, to determine the will of the voters on the question of opening up Sierra County to commercial medical marijuana activities; and

WHEREAS, consolidating an election on the Ordinance with the June 7, 2016, County and Statewide general election significantly reduces the cost to taxpayers for conducting an election while providing for the highest level of voter participation in the election process.

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

1. The Board of Supervisors hereby calls an election to be held and conducted in and for the County of Sierra on Tuesday, June 7, 2016, for the purpose of submitting the Ordinance to the voters of Sierra County, and further orders that the election be consolidated with the County and Statewide General Election to be held on June 7, 2016.

2. Pursuant to Elections Code section 9140, the Board of Supervisors hereby submits to the voters of the County of Sierra, the following Measure:

“Should the County of Sierra adopt an ordinance which would allow commercial marijuana activities within the County, including but not limited to cultivation, processing, distribution, warehousing and transportation of marijuana?”

Yes _____

No _____

3. The Measure shall pass only if a majority of the votes cast by the voters voting on the Measure are "yes" votes.
4. The Sierra County Clerk as the Ex-officio Registrar of Voters is hereby directed to prepare and conduct all functions for the election and canvass the returns of the election as set forth in the Elections Code, and to do all things required by law to present the proposed Measure to the electorate, including but not limited to, preparing and publishing all required postings, notices and filings.
5. Pursuant to Elections Code section 9160(b), the Board of Supervisors hereby directs the County Counsel to prepare an impartial analysis of the proposed Measure. Arguments for and against the Measure may be filed and published consistent with Elections Code section 9162, et seq.

ADOPTED by the Board of Supervisors of the County of Sierra, State of California on the ____ day of _____, 2016 by the following vote:

Ayes:

Noes:

Abstain:

Absent:

County Of Sierra

Lee Adams, Chairperson
Board of Supervisors

Attest:

Approved As To Form:

Heather Foster
Clerk of The Board

James Curtis
County Counsel

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

MEETING DATE: February 16, 2016	TYPE OF AGENDA ITEM: <input type="checkbox"/> Regular <input checked="" type="checkbox"/> Timed <input type="checkbox"/> Consent
-------------------------------------------	-----------------------------------------------------------------------------------------------------------------------------------------------

DEPARTMENT: Assessor
APPROVING PARTY: Laura A. Marshall
PHONE NUMBER: 530-289-3283

AGENDA ITEM: Stipulation to Assessed Valuation - Todd and Christina L. Wolf Assessment Appeal 2015/16-002

SUPPORTIVE DOCUMENTS ATTACHED: Memo Resolution Agreement Other
Stipulation Agreement signed by Todd Wolf

BACKGROUND INFORMATION:

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

ARE ADDITIONAL PERSONNEL REQUIRED?

 Yes, -- --
 No

IS THIS ITEM ALLOCATED IN THE BUDGET? Yes No

IS A BUDGET TRANSFER REQUIRED? Yes No

SPACE BELOW FOR CLERK'S USE

<p>BOARD ACTION: <input type="checkbox"/> Approved <input type="checkbox"/> Approved as amended <input type="checkbox"/> Adopted <input type="checkbox"/> Adopted as amended <input type="checkbox"/> Denied <input type="checkbox"/> Other <input type="checkbox"/> No Action Taken</p>	<p><input type="checkbox"/> Set public hearing For: _____ <input type="checkbox"/> Direction to: _____ <input type="checkbox"/> Referred to: _____ <input type="checkbox"/> Continued to: _____ <input type="checkbox"/> Authorization given to: _____ _____</p>	<p>Resolution 2016- _____ Agreement 2016- _____ Ordinance _____ Vote: Ayes: Noes: Abstain: Absent: <input type="checkbox"/> By Consensus</p>
-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

COMMENTS:

CLERK TO THE BOARD

DATE

ASSESSMENT APPEAL APPLICATION

This form contains all of the requests for information that are required for filing an application for changed assessment. Failure to complete this application may result in rejection of the application and/or denial of the appeal. Applicants should be prepared to submit additional information if requested by the assessor or at the time of the hearing. Failure to provide information at the hearing the appeals board considers necessary may result in the continuance of the hearing or denial of the appeal. **Do not attach hearing evidence to this application.**

Return to: SIERRA COUNTY CLERK
P.O. DRAWER D
DOWNIEVILLE, CA 95936

FILED
SIERRA COUNTY CLERK

SEP 16 2015

BY: HEATHER POSTER DEPUTY

APPLICATION NUMBER: Clerk Use Only <u>2015/16-002</u>
EMAIL ADDRESS <u>Wolfden@gotsky.com</u>

1. APPLICANT INFORMATION - PLEASE PRINT

NAME OF APPLICANT (LAST, FIRST, MIDDLE INITIAL), BUSINESS, OR TRUST NAME <u>Wolf TODD M + Christina L</u>				
MAILING ADDRESS OF APPLICANT (STREET ADDRESS OR P. O. BOX) <u>PO Box 357</u>				
CITY <u>Loyalton</u>	STATE <u>CA</u>	ZIP CODE <u>96118</u>	DAYTIME TELEPHONE <u>(775) 722-7249</u>	ALTERNATE TELEPHONE <u>(530) 993-4700</u>
FAX TELEPHONE <u>()</u>				

2. CONTACT INFORMATION - AGENT, ATTORNEY, OR RELATIVE OF APPLICANT if applicable - (REPRESENTATION IS OPTIONAL)

NAME OF AGENT, ATTORNEY, OR RELATIVE (LAST, FIRST, MIDDLE INITIAL)	EMAIL ADDRESS
COMPANY NAME	
CONTACT PERSON IF OTHER THAN ABOVE (LAST, FIRST, MIDDLE INITIAL)	
MAILING ADDRESS (STREET ADDRESS OR P. O. BOX)	

CITY	STATE	ZIP CODE	DAYTIME TELEPHONE	ALTERNATE TELEPHONE	FAX TELEPHONE
			()	()	()

AUTHORIZATION OF AGENT	<input type="checkbox"/> AUTHORIZATION ATTACHED
<p>The following information must be completed (or attached to this application - see instructions) unless the agent is a licensed California attorney as indicated in the Certification section, or a spouse, child, parent, registered domestic partner, or the person affected. If the applicant is a business entity, the agent's authorization must be signed by an officer or authorized employee of the business.</p> <p>The person named in Section 2 above is hereby authorized to act as my agent in this application, and may inspect assessor's records, enter in stipulation agreements, and otherwise settle issues relating to this application.</p>	
SIGNATURE OF APPLICANT, OFFICER, OR AUTHORIZED EMPLOYEE	DATE

3. PROPERTY IDENTIFICATION INFORMATION

Yes No Is this property a single-family dwelling that is occupied as the principal place of residence by the owner?

ENTER APPLICABLE NUMBER FROM YOUR NOTICE/TAX BILL

ASSESSOR'S PARCEL NUMBER <u>016-130-0100</u>	ASSESSMENT NUMBER	FEE NUMBER
ACCOUNT NUMBER <u>016-130-0100</u>	TAX BILL NUMBER <u>628</u>	
PROPERTY ADDRESS OR LOCATION <u>Lot 185 Sierra Brocks Unit 1 / 533 Longhorn</u>	DOING BUSINESS AS (DBA), if appropriate	

PROPERTY TYPE

<input type="checkbox"/> SINGLE-FAMILY / CONDOMINIUM / TOWNHOUSE / DUPLEX	<input type="checkbox"/> AGRICULTURAL	<input type="checkbox"/> POSSESSORY INTEREST
<input type="checkbox"/> MULTI-FAMILY/APARTMENTS: NO. OF UNITS _____	<input type="checkbox"/> MANUFACTURED HOME	<input checked="" type="checkbox"/> VACANT LAND
<input type="checkbox"/> COMMERCIAL/INDUSTRIAL	<input type="checkbox"/> WATER CRAFT	<input type="checkbox"/> AIRCRAFT
<input type="checkbox"/> BUSINESS PERSONAL PROPERTY/FIXTURES	<input type="checkbox"/> OTHER: _____	

4. VALUE	A. VALUE ON ROLL	B. APPLICANT'S OPINION OF VALUE	C. APPEALS BOARD USE ONLY
LAND	<u>30,000</u>	<u>10,000</u>	
IMPROVEMENTS/STRUCTURES	<u>4750</u>	<u>2500</u>	
FIXTURES			
PERSONAL PROPERTY (see instructions)			
MINERAL RIGHTS			
TREES & VINES			
OTHER			
TOTAL			
PENALTIES (amount or percent)			

5. TYPE OF ASSESSMENT BEING APPEALED Check only one. See instructions for filing periods

REGULAR ASSESSMENT - VALUE AS OF JANUARY 1 OF THE CURRENT YEAR

SUPPLEMENTAL ASSESSMENT

*DATE OF NOTICE: _____ ROLL YEAR: _____

ROLL CHANGE ESCAPE ASSESSMENT CALAMITY REASSESSMENT PENALTY ASSESSMENT

*DATE OF NOTICE: _____ **ROLL YEAR: _____

*Must attach copy of notice or bill, where applicable **Each roll year requires a separate application

6. REASON FOR FILING APPEAL (FACTS) See instructions before completing this section.

If you are uncertain of which item to check, please check "I. OTHER" and provide a brief explanation of your reasons for filing this application. The reasons that I rely upon to support requested changes in value are as follows:

A. DECLINE IN VALUE

The assessor's roll value exceeds the market value as of January 1 of the current year.

B. CHANGE IN OWNERSHIP

1. No change in ownership occurred on the date of _____.

2. Base year value for the change in ownership established on the date of 12-17-14 is incorrect.

C. NEW CONSTRUCTION

1. No new construction occurred on the date of _____.

2. Base year value for the completed new construction established on the date of _____ is incorrect.

3. Value of construction in progress on January 1 is incorrect.

D. CALAMITY REASSESSMENT

Assessor's reduced value is incorrect for property damaged by misfortune or calamity.

E. BUSINESS PERSONAL PROPERTY/FIXTURES. Assessor's value of personal property and/or fixtures exceeds market value.

1. All personal property/fixtures.

2. Only a portion of the personal property/fixtures. Attach description of those items.

F. PENALTY ASSESSMENT

Penalty assessment is not justified.

G. CLASSIFICATION/ALLOCATION

1. Classification of property is incorrect.

2. Allocation of value of property is incorrect (e.g., between land and improvements).

H. APPEAL AFTER AN AUDIT. Must include description of each property, issues being appealed, and your opinion of value.

1. Amount of escape assessment is incorrect.

2. Assessment of other property of the assessee at the location is incorrect.

I. OTHER

Explanation (attach sheet if necessary) I purchased this land for \$10,000 and the Assesst Value of 30,000 is not correct - No known side of .5 Acre Lot for \$30,000 in the Area

7. WRITTEN FINDINGS OF FACTS (\$ _____ per _____)

Are requested. Are not requested.

8. THIS APPLICATION IS DESIGNATED AS A CLAIM FOR REFUND See instructions.

Yes No

CERTIFICATION

I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing and all information hereon, including any accompanying statements or documents, is true, correct, and complete to the best of my knowledge and belief and that I am (1) the owner of the property or the person affected (i.e., a person having a direct economic interest in the payment of taxes on that property - "The Applicant"), (2) an agent authorized by the applicant under item 2 of this application, or (3) an attorney licensed to practice law in the State of California, State Bar Number _____, who has been retained by the applicant and has been authorized by that person to file this application.

SIGNATURE (Use Blue Pen - Original signature required on paper-filed application)

SIGNED AT (CITY, STATE)

DATE

Todd M. Wolf

Logan CA

9-11-15

NAME (Please Print)

TODD M. WOLF

FILING STATUS (IDENTIFY RELATIONSHIP TO APPLICANT NAMED IN SECTION 1)

OWNER AGENT ATTORNEY SPOUSE REGISTERED DOMESTIC PARTNER CHILD PARENT PERSON AFFECTED CORPORATE OFFICER OR DESIGNATED EMPLOYEE

NOTIFICATION OF HEARING WAIVER

County of Sierra, California

Assessment Appeal: 2015/16-002

Pursuant to California Revenue and Taxation Code section 1605.6, an applicant to an assessment appeal is provided no less than 45-days notification of their Board of Equalization Hearing.

I/We, Todd & Christine Wolf, hereby waive my/our 45-day Board of Equalization hearing notification rights to expedite the Assessment Appeal hearing process.

Signed: Todd Wolf Date: 2-1-16

Signed: Christine J. Wolf Date: 2-1-16

SIERRA COUNTY

Clerk-Recorder
P.O. Drawer D
Downieville, California 95936
Telephone (530) 289-3295
Fax (530) 289-2830



Heather Foster

February 9, 2016

Todd M. and Christina L Wolf
PO Box 357
Loyalton, CA 96118

RE: APPLICATION FOR CHANGED ASSESSMENT 2015/2016-002
APN 016-130-010-0

Dear Mr. and Mrs. Wolf,

This letter is to advise you that a Board of Equalization Hearing will commence at 10:00 a.m. on Tuesday, February 16, 2016 in the Loyalton Social Hall, Loyalton City Park, Loyalton, CA. A Stipulation to Assessed Valuation for the above referenced application is scheduled to be dealt with at this time.

It is not necessary for you or your designated agent to be present at the above hearing as you and the Assessor have mutually requested the Board of Equalization to waive your appearance at the hearing within the Stipulation to Assessed Valuation.

The Board is required to find the taxable value of the property from evidence presented at the hearing and the Board can raise as well as lower or confirm the assessment being appealed. An application for a reduction in the assessment of a portion of an improved real property (e.g., land only or improvements only) or a portion of installations which are partly real property and partly personal property (e.g., only the improvement portion or only the personal property portion of machinery and equipment) may result in an increase in the unprotected assessment of the other portion or portions of the property, which increase will offset, in whole or in part, any reduction in the protested assessment.

Should you have any questions please do not hesitate to contact me.

Very truly yours,

A handwritten signature in black ink, appearing to read "Heather Foster".

Heather Foster
Clerk-Recorder

cc: Assessor

STIPULATION AGREEMENT

To be completed by the Assessor and filed with the Clerk of the Board at the address shown.

BEFORE THE COUNTY BOARD

COUNTY OF SIERRA, STATE OF CALIFORNIA

IN THE MATTER OF THE APPLICATION OF: 2015/16-002
 APPLICATION NUMBER(S)
Todd Wolf and Christina L. Wolf 016-130-010-0
 NAME OF APPLICANT PARCEL OR FILE NUMBER(S)

STIPULATION TO VALUE

For the *Assessment Appeal Application* referenced above, the applicant and the Assessor stipulate the following:

1. This stipulation agreement is made pursuant to Revenue and Taxation Code section 1607 and becomes effective only upon acceptance by the County Board.
2. The corrected assessed value of the property described in the application and enrolled upon the assessment roll for the year indicated shall be as hereafter set forth. The Assessor has reviewed the values and is now of the opinion that the full taxable value of the property, as of the lien date or event date (for change in ownership or new construction), should have been the values listed below as "Corrected Assessed Value."

ASSESSMENT YEAR 20 <u>15</u> - 20 <u>16</u> <input checked="" type="checkbox"/> REGULAR <input type="checkbox"/> SUPPLEMENTAL	ASSESSOR'S ROLL VALUE	APPLICANT'S OPINION OF VALUE	CORRECTED ASSESSED VALUE	DIFFERENCE (ROLL VALUE MINUS CORRECTED ASSESSED VALUE)
LAND	30,000	10,000	20,000	(10,000)
IMPROVEMENTS/ STRUCTURES	4,750	2,500	4,750	0
CROPS/TREES AND VINES				
MANUFACTURED HOME - PERSONAL PROPERTY				
FIXTURES				
PERSONAL PROPERTY				
TOTALS	34,750	12,500	24,750	(10,000)
PENALTY				

3. The facts upon which the change in assessed value is based are as follows:

Subject property was purchased for \$10,000 on December 17, 2014. This was a direct-from-seller purchase--property was not listed on the open market at time of sale. A Comparative Sales Approach to value was completed by Appraiser, Eric Jackson, pursuant to Property Tax Rule 4. Seven comparable sales within the Sierra Brooks Subdivision were analyzed. The seven sales occurred between April 22, 2014 and January 21, 2015--six comparable sales utilized an extracted land value and one sale was vacant land. After adjustments were made, Appraiser Jackson relied upon the vacant land sale with an adjusted sales price of \$29,800.

Subject property is improved with a septic causing assessed value to be enrolled at \$34,750; \$30,000 allocated to land and \$4,750 allocated to improvement.

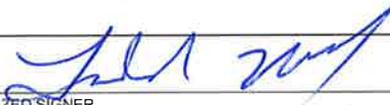
The Proposition 8 review for the Sierra Brooks Subdivision for the January 1, 2015 lien date indicated a value of \$20,000 for a .50 acre lot. This review included sales that were more than 90-days from the purchase of the subject property; however, being the lien date valuation established for Proposition 8 market valuations was a mere 15 days after the sale of the subject property, it is the appraisers opinion that the land value of the subject property be enrolled at \$20,000 with no change to the improvement value.

The undersigned respectfully requests that the County Board accept the stipulation, waive the appearance of the applicant, and change the assessed value in accordance with Revenue and Taxation Code section 1610.8 and the California Constitution, Article XIII, section 16.

The applicant understands that in the event this stipulation agreement is not approved by the County Board prior to the time that taxes, or any portion thereof, become due, payment shall be made in accordance with the appropriate provisions of the Revenue and Taxation Code.

Further, applicant understands that the County Board may reject this stipulation agreement, and set or reset this application for hearing, pursuant to Revenue and Taxation Code section 1607.

I hereby stipulate to the values for the subject property, as stated in the "Corrected Assessed Value" section of this agreement. If the corrected value(s) is approved by the County Board, the stipulation agreement also constitutes a withdrawal of the Assessment Appeal Application.

SIGNATURE ▶ 	DATE EXECUTED 2-1-16
NAME OF AUTHORIZED SIGNER TODD WOLF	TITLE Owner

FILING STATUS

OWNER AGENT ATTORNEY SPOUSE REGISTERED DOMESTIC PARTNER CHILD PARENT PERSON AFFECTED

CALIFORNIA ATTORNEY, STATE BAR NUMBER: _____ CORPORATE OFFICER OR DESIGNATED EMPLOYEE

SIGNATURE OF COUNTY ASSESSOR ▶ 	PRINT NAME OF COUNTY ASSESSOR Laura Marshall
SIGNATURE OF COUNTY COUNSEL ▶	PRINT NAME OF COUNTY COUNSEL

FOR COUNTY BOARD USE ONLY

- The stipulation agreement is approved and appearance is waived. The full value of the property in question is changed in accordance with Revenue and Taxation Code section 1607.
- The stipulation agreement is rejected, and the *Assessment Appeal Application* is set for hearing on: _____ DATE

ATTEST BY COUNTY BOARD:

DATED: _____

BY: _____
CHAIRPERSON

CLERK OF THE BOARD

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

MEETING DATE: February 16, 2016	TYPE OF AGENDA ITEM: <input type="checkbox"/> Regular <input type="checkbox"/> Timed <input checked="" type="checkbox"/> Consent
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DEPARTMENT: Sheriff-Coroner APPROVING PARTY: Sheriff Tim Standley PHONE NUMBER: 530-289-3700

AGENDA ITEM: Adoption of Resolution Approving Boating Safety and Waterways Financial Aid Program Agreement for 2016-2017 between Sierra County and California State Parks Boating and Waterways. This program reimburses the county for costs of operating such program, some of which responsibilities would have to be undertaken by this office without agreement at expense of general fund.

SUPPORTIVE DOCUMENTS ATTACHED: Memo Resolution Agreement Other

BACKGROUND INFORMATION: Since 1971, the county has been the recipient of state aid to support a boating safety and enforcement program. This resolution approves the agreement overseeing that funding.

FUNDING SOURCE: CALIFORNIA DEPARTMENT OF BOATING AND WATERWAYS GRANT
GENERAL FUND IMPACT: No General Fund Impact
OTHER FUND:
AMOUNT: \$57,088.00 Annually

ARE ADDITIONAL PERSONNEL REQUIRED?

 Yes, -- --
 No

IS THIS ITEM ALLOCATED IN THE BUDGET? Yes No

IS A BUDGET TRANSFER REQUIRED? Yes No

SPACE BELOW FOR CLERK'S USE

<p>BOARD ACTION:</p> <input type="checkbox"/> Approved <input type="checkbox"/> Approved as amended <input type="checkbox"/> Adopted <input type="checkbox"/> Adopted as amended <input type="checkbox"/> Denied <input type="checkbox"/> Other <input type="checkbox"/> No Action Taken	<input type="checkbox"/> Set public hearing For: _____ <input type="checkbox"/> Direction to: _____ <input type="checkbox"/> Referred to: _____ <input type="checkbox"/> Continued to: _____ <input type="checkbox"/> Authorization given to: _____	Resolution 2016- _____ Agreement 2016- _____ Ordinance _____ Vote: Ayes: Noes: Abstain: Absent: <input type="checkbox"/> By Consensus
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COMMENTS:

CLERK TO THE BOARD

DATE

BOARD OF SUPERVISORS, COUNTY OF SIERRA,
STATE OF CALIFORNIA

IN THE MATTER OF THE APPROVAL OF CONTRACT BETWEEN THE SHERIFF'S
OFFICE AND DEPARTMENT OF BOATING AND WATERWAYS REGARDING
FINANCIAL AID FOR FISCAL YEAR 2016-2017

RESOLUTION NO. 16-_____

BE IT RESOLVED THAT:

1. Contract captioned Boating Safety and Enforcement Financial Aid Program Contract by and between the County of Sierra ("the County") and Contracting Party:

California Department of Boating and Waterways

dated _____ is hereby approved;

2. The responsible administrators for said Agreement are

County: Tim Standley, Sheriff-Coroner

Contractor: Corrina Dugger, Associate Boating Administrator

3. The Responsible Administrator for the County designated above and/or the Chairman of the Board of Supervisors is authorized to execute the subject Agreement.

ADOPTED by the Board of Supervisors of the County of Sierra on the ___th day of February, 2016 by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

COUNTY OF SIERRA

LEE ADAMS
CHAIR, BOARD OF SUPERVISORS

ATTEST:

APPROVED AS TO FORM:

HEATHER L. FOSTER
CLERK OF THE BOARD

JAMES A. CURTIS
COUNTY COUNSEL



Boating Safety and Enforcement Financial Aid Program Agreement

This agreement entered into this *1ST day of July, 2016*, by and between the CALIFORNIA DEPARTMENT OF PARKS AND RECREATION, DIVISION OF BOATING AND WATERWAYS, hereinafter called "Department," and the *COUNTY OF SIERRA*, hereinafter called "Agency";

WITNESSETH

WHEREAS, Contingent on approval of the **Fiscal Year 2016-2017** budget, the Department intends to agree with Agency for the purpose of performing boating safety and enforcement activities as described in Title 14, California Code of Regulations Section 6593.3; and

WHEREAS, Agency is equipped, staffed and prepared to provide such services on the terms and conditions set forth in this agreement and in accordance with Title 14, California Code of Regulations Section 6593 et seq.; and

WHEREAS, pursuant to Title 14, California Code of Regulations Section 6593.6, Department shall enter into an annual agreement with each participating agency;

NOW, THEREFORE, it is mutually agreed as follows:

I. Applicable Law

Agency shall observe and comply with all applicable federal, state, and county statutes, ordinances, regulations, directives, and laws, including, but not limited to, Harbors and Navigation Code Section 663.7 and Section 6593 et seq. of Title 14, California Code of Regulations. Agreement shall be deemed to be executed within the State of California and construed and governed by the laws of the State of California.

II. Description of Services

Agency shall conduct boating safety and enforcement activities in the jurisdiction of the Agency in consideration of the payments hereinafter set forth.

III. Payments

- A. **Maximum Amount**. The amount the Department shall be obligated to pay for services rendered under this agreement shall not exceed **\$57,088.00** for the agreement term in full consideration of Agency's performance of the services described in this agreement.
- B. **Rate of Payment**. The Department shall reimburse Agency in accordance with the reimbursement procedures set forth in Title 14, California Code of Regulations Section 6593.9.

- C. Submission of Claims. Agency shall submit claims for reimbursement to the Department contact person identified in paragraph V of this contract on a ___monthly **OR** ___quarterly basis. **(Please check one)**
- D. Failure to Submit Claims. Claims for reimbursement shall be submitted within 60 days following the last day of the reporting period. Pursuant to Title 14, California Code of Regulations 6593.9 (i), the Department may reduce an Agency's allocation by five percent if the Agency exceeds the sixty-day billing period and an additional five percent for every thirty-day period thereafter that the Agency is late in filing a claim.

IV. Records

Agency shall maintain records pursuant to Section 6593.10 of Title 14, California Code of Regulations.

V. Notice

Notice shall be in writing and shall be deemed to have been served when it is deposited in the United States mail, first class postage prepaid, and addressed as follows:

TO DEPARTMENT

Ms. Corrina Dugger
Department of Parks and Recreation
Division of Boating and Waterways
One Capitol Mall, Suite 500
Sacramento, CA 95814

TO AGENCY

Sierra County Sheriff
100 Courthouse Square
Downieville, CA 95936

Either party may change the address to which subsequent notice and/or other communication can be sent by giving written notice designating a change of address to the other party.

VI. Term

This agreement shall be for the term beginning **July 1, 2016**, and ending **June 30, 2017**.

VII. Prior Agreements

All prior agreements regarding this subject matter between Department and Agency are hereby terminated effective June 30 prior to the term beginning date of this agreement.

VIII. Amendment

No amendment or variation of the terms of this agreement shall be valid unless made in writing and signed by the parties hereto.

IX. Termination

Agency may terminate this agreement without cause in writing at any time. Department may terminate this agreement without cause upon a sixty (60) days written notice served upon the Agency.

X. Special Provisions

- A. Agency hereby certifies that the obligations created by this agreement do not violate the provisions of Sections 1090 to 1096 of the Government Code.
- B. This agreement shall have no force or effect until signed by the Department, Agency, and approved by the Department of General Services Legal Department, if required.
- C. Agency shall continue with the responsibilities of this agreement during any dispute.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first above written.

CALIFORNIA DEPARTMENT OF PARKS AND RECREATION, DIVISION OF BOATING AND WATERWAYS

By: _____

*California Department of Parks and Recreation,
Division of Boating and Waterways*

Date: _____

“Department”

COUNTY OF SIERRA

By: _____

Title: _____

Date: _____

“Agency”

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

MEETING DATE: February 16, 2016	TYPE OF AGENDA ITEM: <input type="checkbox"/> Regular <input type="checkbox"/> Timed <input checked="" type="checkbox"/> Consent
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DEPARTMENT: Health & Human Services APPROVING PARTY: Darden Bynum, LCSW, Director PHONE NUMBER: (530) 993-6701

AGENDA ITEM: Approval of Amendment of Agreement 2014-123 between the Department of Health Care Services and Sierra County Behavioral Health for Substance Use Disorder (SUD) services for Fiscal Year 2014-2015 through 2016-2017.

SUPPORTIVE DOCUMENTS ATTACHED: Memo Resolution Agreement Other

BACKGROUND INFORMATION: The purpose of this amendment increases fiunding for Fiscal Year 2015-2016 and identifies the changes in Exhibit B Attachment I A1 - Funding Amounts. Text additions are displayed in bold and underline. Text deletions are displayed as strike through text.

FUNDING SOURCE: 0515670
GENERAL FUND IMPACT: No General Fund Impact
OTHER FUND: 5680
AMOUNT: \$382.00 N/A

ARE ADDITIONAL PERSONNEL REQUIRED?

 Yes, -- --
 No

IS THIS ITEM ALLOCATED IN THE BUDGET? Yes No

IS A BUDGET TRANSFER REQUIRED? Yes No

SPACE BELOW FOR CLERK'S USE

<p>BOARD ACTION:</p> <input type="checkbox"/> Approved <input type="checkbox"/> Approved as amended <input type="checkbox"/> Adopted <input type="checkbox"/> Adopted as amended <input type="checkbox"/> Denied <input type="checkbox"/> Other <input type="checkbox"/> No Action Taken	<input type="checkbox"/> Set public hearing For: _____ <input type="checkbox"/> Direction to: _____ <input type="checkbox"/> Referred to: _____ <input type="checkbox"/> Continued to: _____ <input type="checkbox"/> Authorization given to: _____	Resolution 2016- _____ Agreement 2016- _____ Ordinance _____ Vote: Ayes: Noes: Abstain: Absent: <input type="checkbox"/> By Consensus
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COMMENTS:

CLERK TO THE BOARD

DATE



Social Services

P.O. Box 1019
Loyalton, California 96118
202 Front Street
530-993-6720
Fax 530-993-6767

Downieville, California

P.O. Box 38
Downieville, California 95936
22 Maiden Lane
530-289-3711
CPS 530-289-3720
Fax 530-289-3716

Mental Health/Drug/Alcohol

P.O. Box 265
Loyalton, California 96118
704 Mill Street
530-993-6746
Fax 530-993-6759

Health Department

P.O. Box 7
Loyalton, California 96118
202 Front Street
530-993-6700
Fax 530-993-6790

Darden Bynum, LCSW
Director

Memorandum

To: Sierra County Board of Supervisors
From: Darden Bynum, LCSW, Director, Health & Human Services
Reference: Agenda items
Date of memo: 2.9.16
Date of Board Meeting: 2.16.16
Regarding: Amendment # AO1 of the contract, Standard Agreement Amendment, with state's Department of Health Care Services for Sierra County's Division of Substance Use Disorders program

Executive summary: The original three year agreement is subjected to periodic adjustments. This agreement increases the Net Negotiated Multi-Year Total Revenue Amount to \$ 1, 309,351 (One Million, Three Hundred Nine Thousand, Three Hundred Fifty-one Dollars), up by \$ 382, to provide Substance Use Disorder interventions.

Other changes to the contract include language modifications to the terms and conditions and changes aligning the contract with in the federal and state requirements for the application of these funds. The attachment agreement is retroactive from 1July 2014 through 30 June 2017.

Background information: This agreement has no current impact on county general fund dollars. These changes are standardized changes.

Action requested: H&HS respectfully requests the Board of Supervisors to 1. Approve the agreement amendment and 2. Authorize the Director to execute the amendment documents on their behalf.

BOARD OF SUPERVISORS, COUNTY OF SIERRA, STATE OF CALIFORNIA

AMENDMENT TO AGREEMENT NO. 2014-123

RESOLUTION NO. _____

**APPROVAL OF AMENDMENT TO
SUBSTANCE USE DISORDER (SUD) SERVICES
AGREEMENT FOR FY'S 2014/15, 15/16, 16/17
BETWEEN THE STATE OF CALIFORNIA
DEPARTMENT OF HEALTH CARE SERVICES
AND SIERRA COUNTY BEHAVIORAL HEALTH**

WHEREAS, the purpose of this amendment: 1) increases funding for Fiscal year 2015-16; and 2) identifies the changes in Exhibit B Attachment I A1 – Funding Amounts. The contractor is performing more of the same services as outlined in the original contract.

NOW THEREFORE BE IT RESOLVED, the Sierra County Board of Supervisors approves Agreement number 14-90104 Amendment number A01 to amend Agreement 2014-123, which primarily modifies terms and conditions and increases funding for Fiscal Year 2015-16.

BE FURTHER RESOLVED, the Director or Designee of Sierra County Human Services/or the Chairman of the Board of Supervisors is authorized to execute the subject Agreement.

ADOPTED by the Board of Supervisors of the County of Sierra, State of California on the 16th day of February, 2016, by the following vote:

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

LEE ADAMS
Chairman, Board of Supervisors

Date

ATTEST:

APPROVED AS TO FORM:

HEATHER FOSTER
Clerk of the Board

JAMES A. CURTIS
County Counsel

STATE OF CALIFORNIA
STANDARD AGREEMENT AMENDMENT
 STD. 213A_DHCS (Rev. 03/15)

Check here if additional pages are added: 64 Page(s)

Agreement Number 14-90104	Amendment Number A01
Registration Number:	

- This Agreement is entered into between the State Agency and Contractor named below:
 State Agency's Name (Also known as DHCS, CDHS, DHS or the State)
Department of Health Care Services
 Contractor's Name (Also referred to as Contractor)
County of Sierra
- The term of this Agreement is: **July 1, 2014**
 through **June 30, 2017**
- The maximum amount of this **\$ 1,309,351**
 Agreement after this amendment is: **One Million, Three Hundred Nine Thousand, Three Hundred Fifty-One Dollars**
- The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

- Amendment effective date:** July 1, 2015
- Purpose of amendment:** This amendment 1) increases funding for Fiscal Year 2015-16 and 2) identifies the changes in Exhibit B Attachment I A1 – Funding Amounts. The contractor is performing more of the same services as outlined in the original contract.
- Certain changes made in this amendment are shown as: Text additions are displayed in **bold and underline**. Text deletions are displayed as strike through text (i.e., ~~Strike~~).
- Paragraph 3 (maximum amount payable) on the face of the original STD 213 is increased by \$382 and is amended to read: ~~\$1,308,969 (One Million, Three Hundred Eight Thousand, Nine Hundred Sixty-Nine Dollars)~~ **\$1,309,351 (One Million, Three Hundred Nine Thousand, Three Hundred Fifty-One Dollars)**.

(Continued on next page)

All other terms and conditions shall remain the same.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR		CALIFORNIA Department of General Services Use Only
Contractor's Name (If other than an individual, state whether a corporation, partnership, etc.) County of Sierra		
By (Authorized Signature) 	Date Signed (Do not type)	
Printed Name and Title of Person Signing Darden Bynum, LCSW, Director		
Address Post Office Box 7 Loyalton, CA96118		
STATE OF CALIFORNIA		
Agency Name Department of Health Care Services		<input checked="" type="checkbox"/> Exempt per: DGS memo dated 07/10/96 and Welfare and Institutions Code 14087.4
By (Authorized Signature) 	Date Signed (Do not type)	
Printed Name and Title of Person Signing Don Rodriguez, Chief, Contract Management Unit		
Address 1501 Capitol Avenue, Suite 71.5195, MS 1403, P.O. Box 997413, Sacramento, CA 95899-7413		

- V. Paragraph 4 (incorporated exhibits) on the face of the original STD 213 is amended to add the following revised exhibit.

Exhibit A, Attachment I A1– Program Specification (41 pages)

All references to Exhibit A, Attachment I – Program Specifications in any exhibit incorporated into this agreement shall hereinafter be deemed to read Exhibit A, Attachment I A1 – Program Specifications. Exhibit A, Attachment I is hereby replaced in its entirety by the attached revised exhibit.

- VI. Paragraph 4 (incorporated exhibits) on the face of the original STD 213 is amended to add the following revised exhibit:

Exhibit B A1 - Budget Detail and Payment Provisions (20 pages)

All references to Exhibit B – Budget Detail and Payment Provisions in any exhibit incorporated into this agreement shall hereinafter be deemed to read Exhibit B A1– Budget Detail and Payment Provisions. Exhibit B is hereby replaced in its entirety by the attached revised exhibit.

- VII. Paragraph 4 (incorporated exhibits) on the face of the STD 213 is amended to add the following revised exhibit:

Exhibit B Attachment I A1 – Funding Amounts (1 page)

All references to Exhibit B Attachment I, in any exhibit incorporated into this agreement shall hereinafter be deemed to read Exhibit B Attachment I A1. Exhibit B Attachment I is hereby replaced in its entirety by the attached revised exhibit.

- VIII. All other terms and conditions shall remain the same.

**Exhibit A, Attachment I A1
Program Specifications**

Part I - General

A. Additional Contract Restrictions

This Contract 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 Contract in any manner.

B. Nullification of Drug Medi-Cal (DMC) Treatment Program substance use disorder services (if applicable)

The parties agree that if the Contractor fails to comply with the provisions of Welfare and Institutions Code (W&I) Section 14124.24, all areas related to the DMC Treatment Program substance use disorder services shall be null and void and severed from the remainder of this Contract.

In the event the Drug Medi-Cal Treatment Program Services component of this Contract becomes null and void, an updated Exhibit B, Attachment **A2** I will take effect reflecting the removal of federal Medicaid funds and DMC State General Funds from this Contract. All other requirements and conditions of this Contract will remain in effect until amended or terminated.

C. Hatch Act

Contractor agrees to comply with the provisions of the Hatch Act (Title 5 USC, Sections 1501-1508), which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

D. No Unlawful Use or Unlawful Use Messages Regarding Drugs

Contractor agrees that information produced through these funds, and which pertains to drug and alcohol - related programs, shall contain a clearly written statement that there shall be no unlawful use of drugs or alcohol associated with the program. Additionally, no aspect of a drug or alcohol - related program shall include any message on the responsible use, if the use is unlawful, of drugs or alcohol (HSC Section 11999-11999.3). By signing this Contract, Contractor agrees that it will enforce, and will require its Subcontractors to enforce, these requirements.

E. Noncompliance with Reporting Requirements

Contractor agrees that the State has the right to withhold payments until Contractor has submitted any required data and reports to the State, as identified in Exhibit A, Attachment I **A1**, Part III – Reporting Requirements, or as identified in Document 1F(a), Reporting Requirements Matrix for Counties.

F. Limitation on Use of Funds for Promotion of Legalization of Controlled Substances

None of the funds made available through this Contract may be used for any activity that promotes the legalization of any drug or other substance included in Schedule I of Section 202 of the Controlled Substances Act (21 USC 812).

G. Restriction on Distribution of Sterile Needles

No **Substance Abuse Prevention and Treatment (SAPT) Block Grant** funds made available through this Contract shall be used to carry out any program of distributing sterile needles or syringes for the hypodermic injection of any illegal drug unless the State chooses to implement a demonstration syringe services program for injecting drug users. ~~with Substance Abuse Prevention and Treatment Block Grant funds.~~

H. Health Insurance Portability and Accountability Act (HIPAA) of 1996

If any of the work performed under this Contract is subject to the HIPAA, then Contractor shall perform the work in compliance with all applicable provisions of HIPAA. As identified in Exhibit G, the State and County shall cooperate to assure mutual agreement as to those transactions between them, to which this Provision applies. Refer to Exhibit G for additional information.

1. Trading Partner Requirements

- (a) No Changes. Contractor hereby agrees that for the personal health information (Information), it will not change any definition, data condition or use of a data element or segment as proscribed in the federal HHS Transaction Standard Regulation. (45 CFR Part 162.915 (a))
- (b) No Additions. Contractor hereby agrees that for the Information, it will not add any data elements or segments to the maximum data set as proscribed in the HHS Transaction Standard Regulation. (45 CFR Part 162.915 (b))
- (c) No Unauthorized Uses. Contractor hereby agrees that for the Information, it will not use any code or data elements that either are marked “not used” in the HHS Transaction’s Implementation specification or are not in the HHS Transaction Standard’s implementation specifications. (45 CFR Part 162.915 (c))

- (d) No Changes to Meaning or Intent. Contractor hereby agrees that for the Information, it will not change the meaning or intent of any of the HHS Transaction Standard's implementation specification. (45 CFR Part 162.915 (d))

2. Concurrence for Test Modifications to HHS Transaction Standards

Contractor agrees and understands that there exists the possibility that the State or others may request an extension from the uses of a standard in the HHS Transaction Standards. If this occurs, Contractor agrees that it will participate in such test modifications.

3. Adequate Testing

Contractor is responsible to adequately test all business rules appropriate to their types and specialties. If the Contractor is acting as a clearinghouse for enrolled providers, Contractor has obligations to adequately test all business rules appropriate to each and every provider type and specialty for which they provide clearinghouse services.

4. Deficiencies

Contractor agrees to cure transactions errors or deficiencies identified by the State, and transactions errors or deficiencies identified by an enrolled provider if the Contractor is acting as a clearinghouse for that provider. When County is a clearinghouse, Contractor agrees to properly communicate deficiencies and other pertinent information regarding electronic transactions to enrolled providers for which they provide clearinghouse services.

5. Code Set Retention

Both Parties understand and agree to keep open code sets being processed or used in this Agreement for at least the current billing period or any appeal period, whichever is longer.

6. Data Transmission Log

Both Parties shall establish and maintain a Data Transmission Log, which shall record any and all Data Transmission taking place between the Parties during the term of this Contract. Each Party will take necessary and reasonable steps to ensure that such Data Transmission Logs constitute a current, accurate, complete, and unaltered record of any and all Data Transmissions between the Parties, and shall be retained by each Party for no less than twenty-four (24) months following the date of the Data Transmission. The Data Transmission Log may be maintained on computer media or other suitable means provided that, if it is necessary to do so, the information contained in the Data Transmission Log may be retrieved in a timely manner and presented in readable form.

I. Nondiscrimination and Institutional Safeguards for Religious Providers

Contractor shall establish such processes and procedures as necessary to comply with the provisions of Title 42, USC, Section 300x-65 and Title 42, CFR, Part 54, (Reference Document 1B).

J. Counselor Certification

Any counselor providing intake, assessment of need for services, treatment or recovery planning, individual or group counseling to participants, patients, or residents in a DHCS licensed or certified program is required to be certified as defined in Title 9, CCR, Division 4, Chapter 8. (Document 3H)

K. Cultural and Linguistic Proficiency

To ensure equal access to quality care by diverse populations, each service provider receiving funds from this contract shall adopt the federal Office of Minority Health Culturally and Linguistically Appropriate Service (CLAS) national standards (Document 3V).

L. Intravenous Drug Use (IVDU) Treatment

Contractor shall ensure that individuals in need of IVDU treatment shall be encouraged to undergo alcohol and other drug (AOD) treatment (42 USC 300x-23(b) of PHS Act).

M. Tuberculosis Treatment

Contractor shall ensure the following related to Tuberculosis (TB):

1. Routinely make available TB services to each individual receiving treatment for alcohol and other drug use and/or abuse;
2. Reduce barriers to patients' accepting TB treatment; and,
3. Develop strategies to improve follow-up monitoring, particularly after patients leave treatment, by disseminating information through educational bulletins and technical assistance.

N. Trafficking Victims Protection Act of 2000

Contractor and its Subcontractors that provide services covered by this Contract shall comply with Section 106(g) of the Trafficking Victims Protection Act of 2000 as amended (22 U.S.C. 7104). For full text of the award term, go to:

<http://www.samhsa.gov/grants/trafficking.aspx>
<http://uscode.house.gov/view.xhtml?req=granuleid:USC-prelim-title22-section7104d&num=0&edition=prelim>

O. Tribal Communities and Organizations

Contractor shall regularly assess (e.g. review population information available through Census, compare to information obtained in CalOMS Treatment to determine whether population is being reached, survey Tribal representatives for insight in potential barriers) the substance use service needs of the American Indian/Alaskan Native (AI/AN) population within the County geographic area and shall engage in regular and meaningful consultation and collaboration with elected officials of the tribe, Rancheria, or their designee for the purpose of identifying issues/barriers to service delivery and improvement of the quality, effectiveness and accessibility of services available to AI/NA communities within the County.

P. Participation of County Alcohol and Drug Program Administrators Association of California **and County Behavioral Health Director's Association of California.**

Pursuant to HSC Section 11801(g), the **county AOD program** administrator shall participate and represent the county in meetings of the County Alcohol and Drug Program Administrators Association of California for the purposes of representing the counties in their relationship with the ~~s~~State with respect to policies, standards, and administration for alcohol and other drug abuse services. **Participation and representation shall also be provided by the County Behavioral Health Director's Association of California.**

Pursuant to HSC Section 11811.5(c), the county ~~alcohol and drug~~**AOD** program administrator shall attend any special meetings called by the Director of DHCS. **Participation and representation shall also be provided by the County Behavioral Health Director's Association of California.**

Q. Youth Treatment Guidelines

Contractor will follow the guidelines in Document 1V, incorporated by this reference, "Youth Treatment Guidelines," in developing and implementing youth treatment programs funded under this Exhibit, until such time new Youth Treatment Guidelines are established and adopted. No formal amendment of this contract is required for new guidelines to apply.

R. Restrictions on Grantee Lobbying – Appropriations Act Section 503

No part of any appropriation contained in this Act shall be ~~used~~**used**, other than for formal and recognized executive-legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, radio, television, or video presentation designed to support **or** defeat legislation pending before the Congress, ~~except in presentation to the Congress itself or any State legislature,~~ except in presentation to the Congress or any State legislative body itself.

No part of any appropriation contained in this Act shall be used to pay the salary or expenses of any grant or contract recipient, or agent **acting** ~~during~~ for such recipient, related to any activity designed to influence legislation or appropriations pending before the Congress or any State legislature.

S. Nondiscrimination in Employment and Services

By signing this Contract, Contractor certifies that under the laws of the United States and the State of California, incorporated into this Contract by reference and made a part hereof as if set forth in full, Contractor will not unlawfully discriminate against any person.

T. Federal Law Requirements:

1. Title VI of the Civil Rights Act of 1964, Section 2000d, as amended, prohibiting discrimination based on race, color, or national origin in federally funded programs.
2. Title VIII of the Civil Rights Act of 1968 (42 USC 3601 et seq.) prohibiting discrimination on the basis of race, color, religion, sex, handicap, familial status or national origin in the sale or rental of housing.
3. Age Discrimination Act of 1975 (45 CFR Part 90), as amended (42 USC Sections 6101 – 6107), which prohibits discrimination on the basis of age.
4. Age Discrimination in Employment Act (29 CFR Part 1625).
5. Title I of the Americans with Disabilities Act (29 CFR Part 1630) prohibiting discrimination against the disabled in employment.
6. Title II of the Americans with Disabilities Act (28 CFR Part 35) prohibiting discrimination against the disabled by public entities.
7. Title III of the Americans with Disabilities Act (28 CFR Part 36) regarding access.
8. Section 504 of the Rehabilitation Act of 1973, as amended (29 USC Section 794), prohibiting discrimination on the basis of handicap.
9. Executive Order 11246 (42 USC 2000(e) et seq. and 41 CFR Part 60) regarding nondiscrimination in employment under federal contracts and construction contracts greater than \$10,000 funded by federal financial assistance.
10. Executive Order 13166 (67 FR 41455) to improve access to federal services for those with limited English proficiency.
11. The Drug Abuse Office and Treatment Act of 1972, as amended, relating to nondiscrimination on the basis of drug abuse.
12. The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism.

U. State Law Requirements:

1. Fair Employment and Housing Act (Government Code Section 12900 et seq.) and the applicable regulations promulgated thereunder (California Administrative Code, Title 2, Section 7285.0 et seq.).
2. Title 2, Division 3, Article 9.5 of the Government Code, commencing with Section 11135.
3. Title 9, Division 4, Chapter 8 of the CCR, commencing with Section 10800.
4. No state or federal funds shall be used by the Contractor or its Subcontractors for sectarian worship, instruction, or proselytization. No state funds shall be used by the Contractor or its Subcontractors to provide direct, immediate, or substantial support to any religious activity.
5. Noncompliance with the requirements of nondiscrimination in services shall constitute grounds for state to withhold payments under this Contract or terminate all, or any type, of funding provided hereunder.

V. This Contract is subject to any additional restrictions, limitations, or conditions enacted by the federal or state governments after affect the provisions, terms, or funding of this Contract in any manner.

W. Subcontract Provisions

Contractor shall include all of the foregoing provisions in all of its subcontracts.

**Exhibit A, Attachment I A1
Program Specifications**

Part II – Definitions

Section 1 - General Definitions.

The words and terms of this Contract are intended to have their usual meanings unless a particular or more limited meaning is associated with their usage pursuant to Division 10.5 of HSC, Section 11750 et seq., and Title 9, CCR, Section 9000 et seq.

- A. **"Available Capacity"** means the total number of units of service (bed days, hours, slots, etc.) that a Contractor actually makes available in the current fiscal year.
- B. **"Contractor"** means the county identified in the Standard Agreement or the department authorized by the County Board of Supervisors to administer substance use disorder programs.
- C. **"Corrective Action Plan" (CAP)** means the written plan of action document which the Contractor or its subcontracted service provider develops and submits to DHCS to address or correct a deficiency or process that is non-compliant with laws, regulations or standards.
- D. **"County"** means the county in which the Contractor physically provides covered substance use treatment services.
- E. **"County Realignment Funds"** means Behavioral Health Subaccount funds received by the county as per California Code Section 30025.
- F. **"Days"** means calendar days, unless otherwise specified.
- G. **"Dedicated Capacity"** means the historically calculated service capacity, by modality, adjusted for the projected expansion or reduction in services, which the Contractor agrees to make available to provide non-Drug Medi-Cal substance use disorder services to persons eligible for Contractor services.
- H. **"Final Allocation"** means the amount of funds identified in the last allocation letter issued by the State for the current fiscal year.
- I. **"Final Settlement"** means permanent settlement of the Contractor's actual allowable costs or expenditures as determined at the time of audit, which shall be completed within three years of the date the year-end cost settlement report was accepted for interim settlement by the State. If the audit is not completed within three years, the interim settlement shall be considered as the final settlement.
- J. **"Interim Settlement"** means temporary settlement of actual allowable costs or expenditures reflected in the Contractor's year-end cost settlement report.

- K. "Maximum Payable"** means the encumbered amount reflected on the Standard Agreement of this Contract and supported by Exhibit B, Attachment I A2.
- L. "Modality"** means those necessary overall general service activities to provide substance use disorder services as described in Division 10.5 of the HSC.
- M. "Non-Drug Medi-Cal Amount"** means the contracted amount of SAPT Block Grant funds for services agreed to by the State and the Contractor.
- N. "Performance"** means providing the dedicated capacity in accordance with Exhibit B, Attachment I A2, and abiding by the terms of this Exhibit A, including all applicable state and federal statutes, regulations, and standards, including Alcohol and/or Other Drug Certification Standards (Document 1P), in expending funds for the provision of alcohol and drug services hereunder.
- O. "Preliminary Settlement"** means the settlement of only SAPT funding for counties that do include DMC funding.
- P. "Revenue"** means Contractor's income from sources other than the State allocation.
- Q. "Service Area"** means the geographical area under Contractor's jurisdiction.
- R. "Service Element"** is the specific type of service performed within the more general service modalities. A list of the service modalities and service elements and service elements codes is incorporated into this Contract as Document 1H(a) "Service Code Descriptions".
- S. "State"** means the Department of Health Care Services or DHCS.
- T. "Unit of Service"** means the type of unit used to quantify the service modalities/elements. The units of services are listed below:

Support Services	staff hours
Primary Prevention Services	N/A
Secondary Prevention Services	staff hours
Nonresidential Services (Outpatient and Aftercare)	staff hours
Intensive Outpatient Services	visit days
Residential Treatment Services	bed days
Narcotic Treatment Program	
Inpatient Detoxification	bed days
Outpatient Detoxification	slot days
Narcotic Replacement Therapy	slot days
Methadone	
Ancillary Services	staff hours
Driving Under the Influence	persons served

- U. T. "Utilization"** means the total actual units of service used by clients and participants.

Section 2 – Definitions Specific to Drug Medi-Cal

The words and terms of this Contract are intended to have their usual meaning unless a specific or more limited meaning is associated with their usage pursuant to the HSC, Title 9, and/or Title 22. Definitions of covered treatment modalities and services are found in Title 22 (Document 2C) and are incorporated by this reference.

- A. "Administrative Costs"** means the Contractor's actual direct costs, as recorded in the Contractor's financial records and supported by source documentation, to administer the program or an activity to provide service to the DMC program. Administrative costs do not include the cost of treatment or other direct services to the beneficiary. Administrative costs may include, but are not limited to, the cost of training, programmatic and financial audit reviews, and activities related to billing. Administrative costs may include Contractor's overhead per the approved indirect cost rate proposal pursuant to OMB Circular A-87 and the State Controller's Office Handbook of Cost Plan Procedures.
- B. "Authorization"** is the approval process for DMC Services prior to the submission of a DMC claim.
- C. "Beneficiary"** means a person who: (a) has been determined eligible for Medi-Cal; (b) is not institutionalized; (c) has a substance-related disorder per the "Diagnostic and Statistical Manual of Mental Disorders III Revised (DSM)," and/or DSM IV criteria; and (d) meets the admission criteria to receive DMC covered services.
- D. "Certified Provider"** means a substance use disorder clinic and/or satellite clinic location that has received certification to be reimbursed as a DMC clinic by the State to provide services as described in Title 22, California Code of Regulations, Section 51341.1.
- E. "Covered Services"** means those DMC services authorized by Title XIX or Title XXI of the Social Security Act; Title 22 Section 51341.1; W&I Section 14124.24; and California's Medicaid State Plan.
- F. "Direct Provider Contract"** means a contract established between the State and a Drug Medi-Cal certified provider entered into pursuant to this Agreement for the provision of Drug Medi-Cal services.
- G. "Drug Medi-Cal Program"** means the state system wherein beneficiaries receive covered services from DMC-certified substance use disorder treatment providers.
- H. "Drug Medi-Cal Termination of Certification"** means the provider is no longer certified to participate in the Drug Medi-Cal program upon the State's issuance of a Drug Medi-Cal **certification termination notice**. ~~Termination of Certification termination notice.~~
- I. "Early and Periodic Screening, Diagnosis, and Treatment Program (EPSDT)"** means the federally mandated Medicaid benefit that entitles full-scope Medi-Cal-covered beneficiaries less than 21 years of age to receive any Medicaid service necessary to correct or ameliorate a defect, mental illness, or other condition, such as a substance-related disorder, that is discovered during a health screening.

- ~~J.~~ **J.** “**EPSDT (Supplemental Service)**” means the supplemental individual outpatient drug-free (ODF) counseling services provided to beneficiaries eligible for the EPSDT program. Supplemental individual ODF counseling consists of any necessary individual substance use disorder counseling not otherwise included in the ODF counseling modality under the DMC program.
- ~~K.~~ **J.** “**Provider Certification**” means the provider must be certified in order to participate in the Medi-Cal program.
- ~~L.~~ **K.** “**Federal Financial Participation (FFP)**” means the share of federal Medicaid funds for reimbursement of DMC services.
- ~~M.~~ **L.** “**Medical Necessity**” means those substance use treatment services that are reasonable and necessary to protect life, prevent significant illness or disability, or alleviate severe pain through the diagnosis and treatment of a disease, illness, or injury or, in the case of EPSDT, services that meet the criteria specified in Title 22, Sections 51303 and 51340.1.
- ~~N.~~ **M.** “**Minor Consent DMC Services**” are those covered services that, pursuant to Family Code Section 6929, may be provided to persons 12-20 years old without parental consent.
- ~~O.~~ **N.** “**Narcotic Treatment Program**” means an outpatient clinic licensed by the State to provide narcotic replacement therapy directed at stabilization and rehabilitation of persons who are opiate-addicted and have a substance use diagnosis.
- ~~P.~~ **O.** “**Payment Suspension**” means the Drug Medi-Cal certified provider has been issued a notice pursuant to W&I 14107.11 and is not authorized to receive payments after the payment suspension date for DMC services, regardless of when the service was provided.
- ~~Q.~~ **P.** “**Perinatal DMC Services**” means covered services as well as mother/child habilitative and rehabilitative services; services access (i.e., provision or arrangement of transportation to and from medically necessary treatment); education to reduce harmful effects of alcohol and drugs on the mother and fetus or infant; and coordination of ancillary services (Title 22, Section 51341.1(c) 4).
- ~~R.~~ **Q.** “**Postpartum**”, as defined for DMC purposes, means the 60-day period beginning on the last day of pregnancy, regardless of whether other conditions of eligibility are met. Eligibility shall end on the last day of the calendar month in which the 60th day occurs.
- ~~S.~~ **R.** “**Post Service Post Payment (PSPP) Utilization Review**” means the review for program compliance and medical necessity conducted by the State after service was rendered and paid. State may recover prior payments of Federal and State funds if such review determines that the services did not comply with the applicable statutes, regulations, or standards (**CCR, Title 22, Cal. Code Regs. Tit. 22, Section 51341.1**).
- ~~T.~~ **S.** “**Projected Units of Service**” means the number of reimbursable DMC units of service, based on historical data and current capacity, the Contractor expects to provide on an annual basis.

- U. T.** "**Provider of DMC Services**" means any person or entity that provides direct substance use treatment services and has been certified by State as meeting the standards for participation in the DMC program set forth in the "DMC Certification Standards for Substance Abuse Clinics", Document 2E and "Standards for Drug Treatment Programs (October 21, 1981)", Document 2F.
- V. U.** "**Re-certification**" means the process by which the certified clinic and/or satellite program is required to submit an application and specified documentation, as determined by DHCS, to remain eligible to participate in and be reimbursed in through the DMC program. Re-certification shall occur no less than every five years from date of previous DMC certification or re-certification.
- W. W.** "~~**Satellite Site**~~" has the same meaning as defined in the ~~DMC Certification Standards for Substance Abuse Clinics.~~
- X. V.** "**Statewide Maximum Allowances (SMA)**" means the maximum amount authorized to be paid by DMC for each covered unit of service for outpatient drug free, intensive outpatient treatment, perinatal residential, and Naltrexone treatment services. While the rates are approved by the State, they are subject to change through the regulation process. The SMA for FY ~~2014-15~~ **2015-16** is listed in the "Unit of Service" table in Exhibit B **A1**, Part V.
- Y. W.** "**Subcontract**" means an agreement between the Contractor and its Subcontractors. A Subcontractor shall not delegate its obligation to provide covered services or otherwise subcontract for the provision of direct patient/client services.
- Z. X.** "**Subcontractor**" means an individual or entity that is DMC certified and has entered into an agreement with the Contractor to be a provider of covered services. It may also mean a vendor who has entered into a procurement agreement with the Contractor to provide any of the administrative functions related to fulfilling the Contractor's obligations under the terms of this Exhibit A, Attachment I **A1**.
- AA. Y.** "**Temporary Suspension**" means the provider is temporarily suspended from participating in the DMC program as authorized by W&I Section 14043.36(a). The provider cannot bill for DMC services from the effective date of the temporary suspension.

**Exhibit A, Attachment I A1
Program Specifications**

Part III – Reporting Requirements

Contractor agrees that the State has the right to withhold payments until Contractor has submitted any required data and reports to the State, as identified in this Exhibit A, Attachment I **A1** or as identified in Document 1F(a), Reporting Requirement Matrix for Counties.

A. Quarterly Federal Financial Management Report (QFFMR)

The QFFMR must be submitted to reflect quarterly SAPTBG expenditures.

For the beginning of each federal award year, the due dates are:

March 1 for the period October through December
June 1 for the period January through March
September 1 for the period April through June
December 1 for the period July through September

B. Year-End Cost Settlement Reports

Pursuant to W&I Section 14124.24 Contractor shall submit to the State, on November 1 of each year, the following year-end cost settlement documents by paper or electronic, **as prescribed by the State**, submission for the previous fiscal year:

1. Document 2P, County Certification Year-End Claim for Reimbursement
2. Document 2P(a) and 2P(b), Drug Medi-Cal Cost Report Forms for Intensive Outpatient Treatment for Non-Perinatal or Perinatal (if applicable)
3. Document 2P(c) and 2P(d), Drug Medi-Cal Cost Report Forms for Outpatient Drug Free Individual Counseling for Non-Perinatal or Perinatal (if applicable)
4. Document 2P(e) and 2P(f), Drug Medi-Cal Cost Report Forms for Outpatient Drug Free Group Counseling for Non-Perinatal or Perinatal (if applicable)
5. Document 2P(g), Drug Medi-Cal Cost Report Forms for Residential for Perinatal (if applicable)
6. Document 2P(h) and 2P(i), Drug Medi-Cal Expenditure Forms for Narcotic Treatment Programs for Non-Perinatal or Perinatal (if applicable)

~~Electronic program as prescribed by the State that contains the detailed cost report data.~~

C. Drug Medi-Cal Claims and Reports

Contractors or providers that bill the State or the County for services identified in Section 51516.1 of Title 22 shall submit claims in accordance with the Department of Health Care Services DMC Provider Billing Manual.

Claims for DMC reimbursement shall include only those services covered under Title 22, Section 51341.1(c-d) and administrative charges that are allowed under W&IC, Sections 14132.44 and 14132.47.

1. Contractor shall certify the public expenditure **reflecting the approved amount of the 837P claim file.** ~~was made prior to submitting a claim for reimbursement.~~ Contractor shall submit the "Certified Public Expenditure" form **after the claims have been adjudicated.** ~~at the time of submitting the electronic Drug Medi-Cal claim, 42 CFR Section 433.51.~~ Contractor shall submit to the State the Drug Medi-Cal Certification Form DHCS Form DHCS 100224A (Document 4D) for each **835 transaction approved** ~~claim file submitted~~ for reimbursement of the federal Medicaid funds.
2. DMC service claims shall be submitted electronically in a Health Insurance Portability and Accountability Act (HIPAA) compliant format (837P). All adjudicated claim information must be retrieved by the Contractor via an 835 HIPAA compliant format (Health Care Claim Payment/Advice).
3. The following forms shall be prepared as needed and retained by the provider for review by State staff:
 - (a) Multiple Billing Override Certification (MC 6700), Document 2K
 - (b) Good Cause Certification (~~MC-6065A~~), Document 2L(a)
 - (c) Good Cause Certification (~~MC-6065B~~), Document 2L(b)

In the absence of good cause documented on the Good Cause Certification (~~MC 6065A or 6065B~~) form, claims that are not submitted within 30 days of the end of the month of service shall be denied. The existence of good cause shall be determined by the State in accordance with Title 22, CCR, Sections 51008 and 51008.5.

4. Certified Public Expenditure County Administration

Separate from direct service claims as identified in #2 above, county may submit an invoice for administrative costs for administering the DMC program on a quarterly basis. The form requesting reimbursement shall be submitted to DHCS.

5. If while completing the Utilization Review and Quality Assurance requirements of this Exhibit A, Attachment I **A1**, Part V, Section 4 any of the Contractor's skilled professional medical and personnel and directly supporting staff meet the criteria set forth in 42 C.F.R. 432.50(d)(1), then the Contractor shall submit a written request that specifically demonstrates how the skilled professional medical personnel and directly supporting staff meet all of the applicable criteria set forth in 42 C.F.R. 432.50(5)(1) and outlines the duties they will perform to assist the Department, or the Department's skilled professional medical personnel, in activities that are directly related to the administration of the Drug Medi-Cal Program. The Department shall respond to the Contractor's written request within 20 days with either a written agreement pursuant to 42 C.F.R. 432.50(d)(2) approving the request or a written explanation as to why the Department does not agree that the Contractor's skilled professional medical personnel and directly supporting staff do not meet the criteria set forth in 42 C.F.R. 432.50(d)(1).

D. California Outcomes Measurement System (CalOMS) for Treatment (CalOMS-Tx)

The CalOMS-Tx business rules and requirements are:

1. Contractor contracts with a software vendor that complies with the CalOMS-Tx data collection system requirements for submission of CalOMS-Tx data. A Business Associate Agreement (BAA) must be established between the Contractor and the software vendor. The BAA must state that DHCS is allowed to return the processed CalOMS-Tx data to the vendor that supplied the data to DHCS.
2. Contractor shall conduct information technology (IT) systems testing and pass State certification testing before commencing submission of CalOMS-Tx data. If the Contractor subcontracts with vendor for IT services, Contractor is responsible for ensuring that the subcontracted IT system is tested and certified by the DHCS prior to submitting CalOMS-Tx data. If Contractor changes or modifies the CalOMS-Tx IT system, then Contractor shall re-test and pass state re-certification prior to submitting data from new or modified system.
3. Electronic submission of CalOMS-Tx data is due 45 days from the end of the last day of the report month.
4. Contractor shall comply with data collection and reporting requirements established by the DHCS CalOMS-Tx Data Collection Guide (Document 3J) and all former Department of Alcohol and Drug Programs Bulletins and DHCS Information Notices relevant to CalOMS-Tx data collection.
5. Contractor shall submit CalOMS-Tx admission, discharge, annual update, resubmissions of records containing errors or in need of correction, and "provider no activity" report records in an electronic format approved by DHCS.
6. Contractor shall comply with the CalOMS-Tx Data Compliance Standards established by DHCS identified in Document 3S for reporting data content, data quality, data completeness, reporting frequency, reporting deadlines, and reporting method.

7. Contractor shall participate in CalOMS-Tx informational meetings, trainings, and conference calls.
 8. Contractor shall implement and maintain a system for collecting and electronically submitting CalOMS-Tx data.
 9. Contractor shall meet the requirements as identified in Exhibit G, Privacy and Information Security Provisions and Exhibit G, Attachment I – SSA Agreement 2014.
- E. California Outcomes Measurement System ~~System~~ **Service** (CalOMS) for Prevention (CalOMS-Pv)

The CalOMS-Pv Business Rules and Requirements are:

1. **Contractors and/or Subcontractors receiving Substance Abuse Prevention and Treatment (SAPT) Primary Prevention Set-Aside funding must input planning, service/activity and evaluation data into CalOMS Pv. When submitting data, Contractor must comply with the CalOMS Pv Data Quality Standards (Document #1T).** By utilization of the CalOMS Prevention User Manual, Contractor shall comply with requirements which address the collection of information required in the SAPT Block Grant.
2. **Contractor must report services/activities by the date of occurrence on an ongoing basis throughout each month. Contractor shall submit all data for each month no later than the 10th day of the following month.** ~~Prevention services/activity data is to be reported by CalOMS-Pv by all funded primary prevention providers. Services are to be reported by the date of occurrence on a monthly basis. No more than one week's data shall be aggregated into one reported service.~~
3. **Contractor must review all data input into CalOMS Pv on a quarterly basis. Contractor shall verify that the data meets the CalOMS Pv Data Quality Standards by reviewing and releasing the data. Certification is due by the last day of the month following the end of the quarter.** ~~All CalOMS-Pv service/activity data shall be reviewed by each county and released to the State no later than 30 days following the close of each quarter. The reporting quarters are: July through September; October through December; January through March; and April through June.~~
4. **Contractor must report progress to DHCS via CalOMS Pv for the goals and objectives in the County Strategic Prevention Plan (as described in Exhibit A, Attachment 1 A1, Part IV, Section 1B. 2) on an annual basis by September 30th of each fiscal year.** ~~Reporting progress on prevention goals and objectives via the Evaluation Module within CalOMS-Pv shall be done on an annual basis. This information is due no later than September 30th of each fiscal year.~~
5. **If Contractor cannot meet the established due dates, a written request for an extension must be submitted to DHCS 10-days prior to the due date.** ~~the Contractor cannot submit CalOMS-Pv data by the established due dates, the~~

~~Contractor shall submit a written request for an extension. The DHCS will make a decision and issue a written response on the request for an extension prior to the established due date.~~

6. **In order to ensure that all persons responsible for CalOMS Pv data entry have sufficient knowledge of the CalOMS Pv Data Quality Standards, all new CalOMS Pv users, whether employed by the Contractor or its Subcontractors, shall participate in CalOMS Pv trainings prior to inputting data into the system.** ~~Contractor shall participate in CalOMS-Pv informational meetings, trainings, and conference calls.~~

F. CalOMS-Tx and CalOMS-Pv General Information

1. If the Contractor experiences system or service failure or other extraordinary circumstances that affect its ability to timely submit CalOMS-Tx and/or CalOMS-Pv data, and or meet other CalOMS-Tx and/or CalOMS-Pv data compliance requirements, Contractor shall report the problem in writing before the established data submission deadlines. The written notice shall include a remediation plan that is subject to review and approval by the State. A grace period of up to sixty (60) days may be granted, at the State's sole discretion, for the Contractor to resolve the problem before non-DMC payments are withheld.
2. If the State experiences system or service failure, no penalties will be assessed to the Contractor for late data submission.
3. Contractor shall comply with the treatment and prevention data quality standards established by the State. Failure to meet these standards on an ongoing basis may result in withholding non-DMC funds.
4. If the Contractor submits data after the established deadlines, due to a delay or problem, Contractor is still responsible for collecting and reporting data from time of delay or problem.

G. Drug and **Alcohol** Treatment Access Report (DATAR)

The DATAR business rules and requirements are:

1. The Contractor shall be responsible for ensuring that the Contractor-operated treatment services and all treatment providers with whom Contractor makes a contract or otherwise pays for the services, submit a monthly DATAR report in an electronic copy format as provided by the State.

In those instances where the Contractor maintains, either directly or indirectly, a central intake unit or equivalent which provides intake services including a waiting list, the Contractor shall identify and begin submitting monthly DATAR reports for the central intake unit by a date to be specified by the State.

2. The Contractor shall ensure that all DATAR reports are submitted by either Contractor-operated treatment services and by each subcontracted treatment provider to the State by the 10th of the month following the report activity month.
3. The Contractor shall ensure that all applicable providers are enrolled in the State's web-based DATARWeb program for submission of data, accessible on the DHCS website when executing the subcontract.
4. If the Contractor or its subcontractor experiences system or service failure or other extraordinary circumstances that affect its ability to timely submit a monthly DATAR report, and/or to meet data compliance requirements, the Contractor shall report the problem in writing before the established data submission deadlines. The written notice shall include a corrective action plan that is subject to review and approval by the State. A grace period of up to sixty (60) days may be granted, at the State's sole discretion, for the Contractor to resolve the problem before non-DMC payments are withheld (See Exhibit B A1, Part II, Section 2).
5. If the State experiences system or service failure, no penalties will be assessed to Contractor for late data submission.
6. The Contractor shall be considered compliant if a minimum of 95% of required DATAR reports from the Contractor's treatment providers are received by the due date.

H. Charitable Choice

Contractor shall submit annually the total number of referrals necessitated by religious objection to other alternative substance abuse providers. This information must be submitted to DHCS in a format prescribed by DHCS and at time required by DHCS (reference ADP Bulletin 04-5).

I. Subcontractor Documentation

Contractor shall require its Subcontractors that are not licensed or certified by the State to submit organizational documents to the State within thirty (30) days of its execution of an initial subcontract, within ninety (90) days of the renewal or continuation of an existing subcontract or when there has been a change in Subcontractor name or ownership. Organizational documents shall include the Subcontractor's Articles of Incorporation or Partnership Agreements (as applicable), and business licenses, fictitious name permits, and such other information and documentation as may be requested by the State.

J. Failure to meet required reporting requirements shall result in:

1. The DHCS will issue a Notice of Deficiency (Deficiencies) to Contractor regarding specified providers with a deadline to submit the required data and a request for a Corrective Action Plan (CAP) to ensure timely reporting in the future. The State will approve or reject the CAP or request revisions to the CAP which shall be resubmitted to the State within thirty (30) days.

2. If the Contractor has not ensured compliance with the data submission or CAP request within the designated timeline, then the State may withhold funds until all data is submitted. The State shall inform the Contractor when funds will be withheld.

**Exhibit A, Attachment I A1
Program Specifications**

PART IV – Non-Drug Medi-Cal Substance Use Disorder Prevention and Treatment Services

Section 1. General Provisions

A. Restrictions on Salaries

Contractor agrees that no part of any federal funds provided under this Contract shall be used by the Contractor or its Subcontractors to pay the salary and wages of an individual at a rate in excess of Level I of the Executive Schedule. Salary and wages schedules may be found at <http://www.opm.gov/oca>. SAPT Block Grant funds used to pay a salary in excess of the rate of basic pay for Level I of the Executive Schedule shall be subject to disallowance. The amount disallowed shall be determined by subtracting the individual's actual salary from the Level I rate of basic pay and multiplying the result by the percentage of the individual's salary that was paid with SAPT Block Grant funds (Reference: Terms and Conditions of the SAPT Block Grant award.)

B. Primary Prevention

1. The SAPT Block Grant regulation defines "Primary Prevention Programs" as those programs directed at "individuals who have not been determined to require treatment for substance abuse" (45 CFR 96.121). Primary Prevention includes strategies, programs and initiatives which reduce both direct and indirect adverse personal, social, health, and economic consequences resulting from problematic AOD availability, manufacture, distribution, promotion, sales, and use. The desired result of primary prevention is to promote safe and healthy behaviors and environments for individuals, families and communities. The Contractor shall expend not less than its allocated amount of the ~~Substance Abuse Prevention and Treatment~~ (SAPT) Block Grant on primary prevention as described in the SAPT Block Grant requirements (45 CFR 96.125). Inappropriate use of these funds for non-primary prevention services will require repayment of SAPT Block Grant funds.

2. **Contractor is required to have a current and DHCS approved County Strategic Prevention Plan (SPP). The SPP must demonstrate that the County utilized the Substance Abuse and Mental Health Services Administration's Strategic Prevention Framework (SPF) in developing the plan as described at <http://captus.samhsa.gov/access-resources/about-strategic-prevention-framework-spf>. DHCS will only approve SPP's that demonstrate that the Contractor utilized the SPF. Contractor must:**
 - a) **Follow the DHCS guidelines provided in the Strategic Prevention Framework Plan Resource Document located in the CalOMS Pv Library.**
 - b) **Begin preparing a new SPP at least 9-months prior to the expiration date of the current SPP.**

- c) Submit a timeline to DHCS for completion of the SPP that includes proposed dates for submitting each section of the SPP. The sections are outlined in the Strategic Prevention Framework Plan Resource Document.
- d) Submit a draft to DHCS, based on the timeline, for each section of the SPP for review and approval.
- e) Submit to DHCS the final draft of the SPP no later than 30-days prior to the start date of the new SPP.
- f) Upload an electronic copy of the approved SPP into CalOMS Pv within 10-days of approval.
- g) Input the Problem Statements, Goals and Objectives from the SPP into CalOMS Pv no later than 10-days after the start date of the SPP.

~~This contract and any subcontract shall meet data reporting requirements for capacity, process and outcome as required by federal grant requirements. In addition to the Center for Substance Abuse Prevention (CSAP's) six strategies of Information Dissemination, Education, Alternative, Problem Identification and Referral, Community-Based Process, and Environmental, the data for the Institute of Medicine prevention categories of Universal, Selective and Indicated must be reported.~~

3. Contractor shall submit a Prevention Mid-Year Budget to DHCS by January 31 of each fiscal year. The budget shall indicate how the SAPT Block Grant Primary Prevention Set-Aside will be expended for the fiscal year. ~~Use of the Strategic Prevention Framework (SPF) is mandatory for all counties and SPF-required data must be submitted via CalOMS Prevention as evidence of engagement and use of the practices. Adherence to the SPF by subcontractors is at the discretion of the subcontracting county.~~

4. Friday Night Live

Contractors and Subcontractors receiving SAPT Friday Night Live (FNL) funding must:

- (a) Engage in programming that meets the FNL Youth Development Standards of Practice, Operating Principles and Core Components outlined at <http://fridaynightlive.org/about-us/cfnlp-overview/>;
- (b) Use CalOMS Pv for all FNL reporting including Chapter Profiles, FNL County Profiles and chapter activity;
- (c) Follow the FNL Data Entry Instructions for CalOMS Pv as provided by DHCS in the CalOMS Pv Library;
- (d) Demonstrate an effort to be a Member in Good Standing (MIGS), as provided by DHCS in conjunction with the California Friday Night Live Partnership.

~~No later than January 31 of each year, contractor shall submit a Prevention Mid-Year Budget to DHCS indicating how the SAPT Block Grant 20% Primary Prevention Set-Aside shall be spent. Examples of a Prevention Mid-Year Budget and supporting documentation can be viewed at <https://caprev.kithost.net/caprevent2013/pLandKB.aspx> (select Library, Fiscal - Prevention Mid-Year Budget Example for FY XX-XX).~~

C. Perinatal Services Network Guidelines 2014

Contractor shall comply with the requirements for perinatal programs funded under Exhibit A, Attachment I **A1**, contained in Document 1G, incorporated by this reference, "Perinatal Services Network Guidelines 2014" until such time new Perinatal Services Network Guidelines are established and adopted. No formal amendment of this contract is required for new guidelines to apply.

D. Funds identified in this contract shall be used exclusively for county alcohol and drug abuse services to the extent activities meet the requirements for receipt of federal block grant funds for prevention and treatment of substance abuse described I subchapter XVII of Chapter 6A of Title 42 of the United State Code. (Health and Safety Code section 18100 et. seq.)

Section 2 – Formation and Purpose

A. Authority

State and the Contractor enter into this Exhibit A, Attachment I **A1**, Part IV, by authority of Chapter 3 of Part 1, Division 10.5 of the Health and Safety Code (HSC) and with approval of Contractor's County Board of Supervisors (or designee) for the purpose of providing alcohol and drug services, which will be reimbursed pursuant to Exhibit A, Attachment I **A1**. State and the Contractor identified in the Standard Agreement are the only parties to this Contract. This Contract is not intended, nor shall it be construed, to confer rights on any third party.

B. Control Requirements

1. Performance under the terms of this Exhibit A, Attachment I **A1**, Part IV, is subject to all applicable federal and state laws, regulations, and standards. In accepting the State drug and alcohol combined program allocation pursuant to HSC Sections 11814(a) and (b), Contractor shall: (i) establish, and shall require its Subcontractors to establish, written **policies and** procedures consistent with the following requirements; (ii) monitor for compliance with the written procedures; and (iii) be held accountable for audit exceptions taken by the State against the Contractor and its Subcontractors for any failure to comply with these requirements:

- (a) HSC, Division 10.5, commencing with Section 11760;
- (b) Title 9, California Code of Regulations (CCR) (herein referred to as Title 9), Division 4, commencing with Section 9000;
- (c) Government Code Section 16367.8;
- (d) Government Code, Article 7, Federally Mandated Audits of Block Grant Funds Allocated to Local Agencies, Chapter 1, Part 1, Division 2, Title 5, commencing at Section 53130;

- (e) Title 42 United State Code (USC), Sections 300x-21 through 300x-31, 300x-34, 300x-53, 300x-57, and 330x-65 and 66;
- (f) The Single Audit Act Amendments of 1996 (Title 31, USC Sections 7501-7507) and the Office of Management and Budget (OMB) Circular A-133 revised June 27, 2003 **and June 26, 2007.**
- (g) Title 45, Code of Federal Regulations (CFR), Sections 96.30 through 96.33 and Sections 96.120 through 96.137;
- (h) Title 42, CFR, Sections 8.1 through 8.34;
- (i) Title 21, CFR, Sections 1301.01 through 1301.93, Department of Justice, Controlled Substances; and,
- (j) State Administrative Manual (SAM), Chapter 7200 (General Outline of Procedures).

Contractor shall be familiar with the above laws, regulations, and ~~guidance~~ **guidelines** and shall assure that its Subcontractors are also familiar with such requirements.

2. The provisions of this Exhibit A, Attachment I **A1**, Part IV, are not intended to abrogate any provisions of law or regulation, or any standards existing or enacted during the term of this Contract.
3. Contractor shall adhere to the applicable provisions of Title 45, CFR, Part 96, Subparts C and L, as applicable, in the expenditure of the SAPTBG funds. Document 1A, 45 CFR 96, Subparts C and L, is incorporated by reference.
4. Documents 1C and 1D(b), incorporated by this reference, contain additional requirements that shall be adhered to by those Contractors that receive the types of funds specified by each document. These exhibits and documents are:
 - (a) Document 1C, Driving-Under-the-Influence Program Requirements;
 - (b) Document 1D(b), SAPT Female Offender Treatment Project (FOTP).
5. In accordance with the Fiscal Year 2011-12 State Budget Act and accompanying law (Chapter 40, Statues of 2011 and Chapter 13, Statues of 2011, First Extraordinary Session), contractors that provide Women and Children's Residential Treatment Services shall comply with the program requirements (Section 2.5, Required Supplemental/Recovery Support Services) of the Substance Abuse and Mental Health Services Administration's Grant Program for Residential Treatment for Pregnant and Postpartum Women, RFA found at http://www.samhsa.gov/Grants/2008/ti_08_009.doc
<http://www.samhsa.gov/grants/grant-announcements/ti-14-005>

Section 3 - Performance Provisions

A. Monitoring

1. Contractor's performance under this Exhibit A, Attachment I **A2**, Part IV, shall be monitored by the State during the term of this Contract. Monitoring criteria shall include, but not be limited to:
 - (a) Whether the quantity of work or services being performed conforms to Exhibit B **A2**;
 - (b) Whether the Contractor has established and is monitoring appropriate quality standards;
 - (c) Whether the Contractor is abiding by all the terms and requirements of this Contract;
 - (d) Whether the Contractor is abiding by the terms of the Perinatal Services Network Guidelines (Document 1G); and
 - (e) Contractor shall conduct annual onsite monitoring reviews of services and subcontracted services for programmatic and fiscal requirements. Contractor shall submit copy of their monitoring and audit reports to DHCS within two weeks of issuance. **Reports should be sent by secure, encrypted e-mail to:**

SUDCountyReports@dhcs.ca.gov or

Substance Use Disorder - Prevention, Treatment and Recovery
Services Division, Performance Management Branch
Department of Health Care Services
PO Box 997413, MS-2627
Sacramento, CA 95899-7413;
2. Failure to comply with the above provisions shall constitute grounds for the State to suspend or recover payments, subject to the Contractor's right of appeal, or may result in termination of the Contract or both.

B. Performance Requirements

1. Contractor shall provide services based on funding set forth in Exhibit B, Attachment I **A2**, and under the terms of this Contract.
2. Contractor shall provide services to all eligible persons in accordance with federal and state statutes and regulations. Contractor shall assure that in planning for the provision of services, the following barriers to services are considered and addressed:
 - (a) Lack of educational materials or other resources for the provision of

services;

- (b) Geographic isolation and transportation needs of persons seeking services or remoteness of services;
 - (c) Institutional, cultural, and/or ethnicity barriers;
 - (d) Language differences;
 - (e) Lack of service advocates;
 - (f) Failure to survey or otherwise identify the barriers to service accessibility; and,
 - (g) Needs of persons with a disability.
3. Contractor shall comply with any additional requirements of the documents that have been incorporated herein by reference, including, but not limited to, those on the "List of Exhibit A, Attachment I **A1** Documents incorporate by Reference for Fiscal Year ~~2014-15~~**2015-16**" which is attached to Exhibit A, Attachment I **A1**.
4. Amounts awarded pursuant to Exhibit A, Attachment I **A1** shall be used exclusively for providing alcohol and/or drug program services consistent with the purpose of the funding.
5. DHCS shall issue a report to Contractor after conducting monitoring, utilization, or auditing reviews of county or county subcontracted providers. When the DHCS report identifies non-compliant services or processes, it shall require a CAP. The Contractor, or in coordination with its subcontracted provider, shall submit a CAP to DHCS within the designated timeframe specified by DHCS.

Substance Use Disorder - Prevention, Treatment and Recovery Services
Division, Performance Management Branch
Department of Health Care Services
PO Box 997413, MS-2621
Sacramento, CA 95899-7413;

Or by secure, encrypted email to: SUDCountyReports@dhcs.ca.gov

6. The CAP shall include a statement of the problem and the goal of the actions the Contractor and/or ~~it's~~ **its** subcontracted provider will take to correct the deficiency or non-compliance. The CAP shall:
- (a) Address the specific actions to correct deficiency or non-compliance
 - (b) Identify who/which unit(s) will act; who/which unit(s) are accountable for acting; and
 - (c) Provide a timeline to complete the actions.

**Exhibit A, Attachment I A1
Program Specifications**

Part V: Drug Medi-Cal Treatment Program Substance Use Disorder Services

Section 1. Formation and Purpose

- A. This Exhibit A, Attachment I **A1**, Part V of the Contract is entered into by and between the State and the Contractor for the purpose of identifying and providing for covered DMC services for substance use disorder treatment in the Contractor's service area pursuant to Sections 11848.5(a) and (b) of the Health and Safety Code (hereinafter referred to as HSC), Sections 14124.20, 14021.51 – 14021.53, and 14124.20 – 14124.25 of the W&I , and Title 22 of the California Code of Regulations (hereinafter referred to as Title 22), Sections 51341.1, 51490.1, and 51516.1.
- B. It is further agreed this Contract is controlled by applicable provisions of: (a) the W&I, Chapter 7, Sections 14000, et seq., in particular, but not limited to, Sections 14100.2, 14021, 14021.5, 14021.6, 14043, et seq., (b) Title 22, including but not limited to Sections 51490.1, 51341.1 and 51516.1; and (c) Division 4 of Title 9 of the California Code of Regulations (hereinafter referred to as Title 9).
- C. It is understood and agreed that nothing contained in this contract shall be construed to impair the single state agency authority of DHCS.
- D. The objective of this contract is to make substance use disorder treatment services available to Medi-Cal beneficiaries through utilization of federal and state funds available pursuant to Title XIX or Title XXI of the Social Security Act for reimbursable covered services rendered by certified DMC providers.
- E. Awards under the Medical Assistance Program (CFDA 93.778) are no longer excluded from coverage under the HHS implementation of the A-102 Common Rule, 45 CFR part 92 (*Federal Register*, September 8, 2003, 68 FR 52843-52844). This change is effective for any grant award under this program made after issuance of the initial awards for the second quarter of Federal Fiscal Year 2004. This program also is subject to the requirements of 45 CFR part 95 and the cost principles under Office of Management and Budget Circular A-87 (as provided in *Cost Principles and Procedures for Developing Cost Allocation Plans and Indirect Cost Rates for Agreements with the Federal Government*, HHS Publication ASMB C-10, available on the Internet at <http://rates.psc.gov/fms/dca/asmb%20c-10.pdf>.
http://www.dol.gov/oasam/boc/ASMB_C-10.pdf

Section 2: Covered Services

A. Covered Services

1. Contractor shall establish assessment and referral procedures and shall arrange, provide, or subcontract for covered services in the Contractor's service area. Covered services include:

- (a) Outpatient drug-free treatment;
- (b) Narcotic replacement therapy;
- (c) Naltrexone treatment;
- (d) Intensive Outpatient Treatment and,
- (e) Perinatal Residential Substance Abuse Services (excluding room and board).

2. Narcotic treatment program services per W&IC 14124.22:

In addition to narcotic treatment program services, a narcotic treatment program provider who is also enrolled as a Medi-Cal provider may provide medically necessary treatment of concurrent health conditions within the scope of the provider's practice, to Medi-Cal beneficiaries who are not enrolled in managed care plans. Medi-Cal beneficiaries enrolled in managed care plans shall be referred to those plans for receipt of medically necessary medical treatment of concurrent health conditions.

Diagnosis and treatment of concurrent health conditions of Medi-Cal beneficiaries not enrolled in managed care plans by a narcotic treatment program provider may be provided within the Medi-Cal coverage limits. When the services are not part of the substance use disorder treatment reimbursed pursuant to Section 14021.51, services shall be reimbursed in accordance with the Medi-Cal program. Services reimbursable under this section shall include, but not limited to, all of the following:

- (a) Medical treatment visits
- (b) Diagnostic blood, urine, and X-rays
- (c) Psychological and psychiatric tests and services
- (d) Quantitative blood and urine toxicology assays
- (e) Medical supplies

A narcotic treatment provider, who is enrolled as a Medi-Cal fee-for-service provider, shall not seek reimbursement from a beneficiary for substance abuse treatment services, if services for treatment of concurrent health conditions are billed to the Medi-Cal fee-for-service program.

3. In the event of a conflict between the definition of services contained in this Section of the Contract, and the definition of services in Title 22, Sections 51341.1, 51490.1, and 51516.1, the provisions of Title 22 shall govern.
4. Contractor, to the extent applicable, shall comply with "Sobky v. Smoley" (Document 2A), 855 F. Supp. 1123 (E.D. Cal 1994), incorporated by this reference.
5. Contractor shall comply with federal and state mandates to provide alcohol and other drug treatment services deemed medically necessary for Medi-Cal eligible: (1) pregnant and postpartum women, and (2) youth under age 21 who are eligible under the EPSDT Program
 - (a) If Drug Medi-Cal services are provided to Minor Consent beneficiaries, Contractor shall comply with California Family Code Section 6929, and California Code of Regulations, Title 22, Sections 50147.1, 50030, 50063.5, 50157(f)(3), 50167(a)(6)(D), and 50195(d).

B. Access to Services

1. Subject to DHCS provider enrollment certification requirements, Contractor shall maintain continuous availability and accessibility of covered services and facilities, service sites, and personnel to provide the covered services through use of DMC certified providers. Such services shall not be limited due to budgetary constraints.
 - (a) When a request for covered services is made by a beneficiary, Contractor shall require services to be initiated with reasonable promptness. Contractor shall have a documented system for monitoring and evaluating accessibility of care, including a system for addressing problems that develop regarding waiting times and appointments.
 - (b) The contractor shall authorize residential services in accordance with the medical necessity criteria specified in Title 22, Section 51303 and the coverage provisions of the approved state Medi-Cal Plan. Room and board are not reimbursable DMC services. If services are denied, the provider shall inform the beneficiary in accordance with Title 22, Section 51341.1 (p).
 - (c) Contractor shall require that treatment programs are accessible to people with disabilities in accordance with Title 45, Code of Federal Regulations (hereinafter referred to as CFR), Part 84 and the Americans with Disabilities Act.
2. Covered services, whether provided directly by the Contractor or through subcontractors with DMC certified and enrolled programs, shall be provided to beneficiaries without regard to the beneficiaries' county of residence.

3. The failure of the Contractor or its Subcontractors to comply with Section B of this Part will be deemed a breach of this Contract sufficient to terminate this Contract for cause. In the event the Contract is terminated, the provision of this Exhibit, Attachment I, Part I, Section B, shall apply.

C. Payment For Services

1. The Department shall make the appropriate payments set forth in Exhibit B **A1** and take all available steps to secure and pay FFP and State General Funds (SGF) to the Contractor, once the Department receives FFP and SGF, for claims submitted by the Contractor. The Department shall notify Contractor and allow Contractor an opportunity to comment to the Department when questions are posed by CMS, or when there is a federal deferral, withholding, or disallowance with respect to claims made by the Contractor.
2. Contractor shall amend its subcontracts for covered services in order to provide sufficient funds to match allowable federal Medicaid reimbursements for any increase in provider DMC services to beneficiaries.
3. In the event that the Contractor fails to provide covered services in accordance with the provisions of this Contract, at the discretion of the State, Contractor may be required to forfeit its county realignment funds pursuant to Government Code Section 30027.10 (a) through (d) from the Behavioral Health Subaccount that is set aside for Drug Medi-Cal services and surrender its authority to function as the administrator of covered services in its service area.

Section 3: Drug Medi-Cal Certification and Continued Certification

A. DMC Certification and Enrollment

1. The State will certify eligible providers to participate in the DMC program.
2. The Department shall certify any county operated or non-governmental providers. This certification shall be performed prior to the date on which the Contractor begins to deliver services under this contract at these sites.
3. Contractor shall require that providers of perinatal DMC services are properly certified to provide these services and comply with the requirements contained in Title 22, Section 51341.1, Services for Pregnant and Postpartum Women.
4. Contractor shall require all the subcontracted providers of services to be licensed, registered, DMC certified and/or approved in accordance with applicable laws and regulations. Contractor's subcontracts shall require that providers comply with the following regulations and guidelines:
 - (a) Title 21, CFR Part 1300, et seq., Title 42, CFR, Part 8;

- (b) Drug Medi-Cal Certification Standards for Substance Abuse Clinics (Document 2E);
- (c) Title 22, CCR, Sections 51341.1, 51490.1, and 51516.1, (Document 2C);
- (d) Standards for Drug Treatment Programs (October 21, 1981) (Document 2F);
- (e) Title 9, CCR, Division 4, Chapter 4, Subchapter 1, Sections 10000, et seq; and
- (f) Title 22, CCR, sections 51000 et. seq.

In the event of conflicts, the provisions of Title 22 shall control if they are more stringent.

5. ~~The Contractor shall report to the state within 35 days of any addition or change in the information previously submitted in the application package for certification. The Contractor shall report the addition or change by submitting a complete application package for enrollment.~~ **The Contractor shall notify the State of an addition or change of information in a Providers pending DMC certification application within 35 days of receiving notification from the Provider. The Contractor must ensure that a new DMC certification application is submitted to the State reflecting the change.**
6. **The Contractor is responsible for ensuring that any reduction of covered services or relocations by providers are not implemented until approval is issued by the State. Within 35 days of receiving notification of a provider's intent to reduce covered services or relocate, the Contractor shall submit, or require the provider to submit, a DMC certification application to the State. The DMC certification application must be submitted to the State 60 days prior to the desired effective date of the reduction of covered services or relocation** .~~Contractor shall notify the State in writing prior to reducing the provision of covered services. In addition, any proposal to change the location where covered services are provided, or to reduce their availability, shall be submitted in an application to the State sixty (60) days prior to the proposed effective date. Contractor shall not implement proposed changes prior to receiving written approval from the State. Contractor shall not implement the proposed changes if the State denies the Contractor's proposal.~~
7. If, at any time, a Subcontractor's license, registration, certification, or approval to operate a substance use treatment program or provide a covered service is revoked, suspended, modified, or not renewed **outside of DHCS**, the Contractor must notify DHCS within two business days **of knowledge of Section 3(A(7)) of Exhibit A, Attachment I A1.**

- (a) A provider's certification to participate in the DMC program shall automatically terminate in the event that the provider or its owners, officers or directors are convicted of Medi-Cal fraud, abuse or malfeasance. For purposes of this section, a conviction shall include a plea of guilty or nolo contendere.

B. Continued Certification

1. All DMC certified providers shall be subject to continuing certification requirements at least once every five years.
2. The Department may allow the Contractor to continue delivering covered services to beneficiaries at a site subject to on-site review by the Department as part of the recertification process prior to the date of the on-site review, provided the site is operational, the certification remains valid, and has all required fire clearances.
3. State will conduct recertification on-site visits at clinics for circumstances identified in the "Drug Medi-Cal Certification Standards for Substance Abuse Clinics" (Document 2E). Document 2E contains the appeal process in the event the State disapproves a provider's request for certification or recertification and shall be included in the Contractor's subcontracts.

Section 4: Monitoring

A. State Monitoring

1. DHCS Monitoring Reviews and Financial Audits of Contractor

The Department shall monitor the Contractor's operations for compliance with the provisions of this contract, and applicable federal and state law and regulations. Such monitoring activities shall include, but not be limited to, inspection and auditing of Contractor services, management systems and procedures, and books and records, as the Department deems appropriate, at any time during the Contractor's or facility's normal business hours. When monitoring activities identify areas of non-compliance, the Department shall issue reports to the Contractor detailing findings, recommendations, and corrective action.

2. Post Service Post Payment Utilization Reviews

- (a) **After the DMC services have been rendered and paid,** the Department shall conduct Post Service Post Payment Utilization Reviews of **the subcontracted DMC providers to determine whether the DMC services were provided** claims for DMC services **in accordance with Title 22, Section 51341.1.** The DHCS shall issue the PSPP report to the Contractor with a copy to subcontracted DMC provider. The Contractor shall be responsible **for their subcontracted providers and their county run programs** to ensure any deficiencies are remediated pursuant to Sections 1 and 2 herein. The Contractor shall **attest** certify the deficiencies have been remediated and are complete, pursuant to Section 4(A), Paragraph (C),

herein.

- (b) ~~State shall conduct Post Service Post Payment (PSPP) utilization reviews in accordance with Title 22 Section 51341.1. Any claimed DMC service may be reviewed for compliance with all applicable standards, regulations and program coverage after services are rendered and the claim paid.~~
- (e)(b) State shall take appropriate steps in accordance with Title 22, CCR, Section 51341.1 to recover payments made if subsequent investigation uncovers evidence that the claim(s) should not have been paid or that DMC services have been improperly utilized, and/or shall take the corrective action as appropriate. If programmatic or fiscal deficiencies are identified, the Provider shall be required to submit a Corrective Action Plan (CAP) to DHCS via the Contractor for approval.
- i. Pursuant to CCR, Title 22, Section 51341.1(o), all deficiencies identified by the ~~Post Service Post Payment (PSPP)~~ review, whether or not a recovery of funds results, must be corrected and ~~a Corrective Action Plan~~ **the entity that provided the services must submit a (CAP) must be submitted to the DMC PSPP Unit within 60 days of the date of the PSPP report.**
- (1) The plan shall:
- a. Address each demand for recovery of payment and/or programmatic deficiency;
 - b. Provide a specific description of how the deficiency shall be corrected; and
 - c. Specify the date of implementation of the corrective action.
- (2) DHCS will provide written approval of the CAP to the Contractor with a copy to the Provider. If DHCS does not approve the CAP, ~~submitted by the Provider via the Contractor,~~ DHCS will provide guidance on the deficient areas and request an updated CAP from the Contractor with a copy to the Provider, ~~with a new deadline for submission.~~ **The entity that provided the services must submit an updated CAP to the DMC PSPP Unit within 30 days of notification.**
- (3) If the ~~Provider, via the Contractor~~ **entity that provided the services**, does not submit a CAP, or, does not implement the approved CAP provisions within the designated timeline, then DHCS may withhold funds **from the Contractor** until the Contractor **the entity that provided the services is in** brings the Provider into compliance **with Exhibit A, Attachment I A1, Part V, Section 4(A)(2).** The State shall inform the

Contractor when funds will be withheld.

- ~~(d)~~(c) Contractor and/or Subcontractor may appeal DMC dispositions concerning demands for recovery of payment and/or programmatic deficiencies of specific claims. Such appeals shall be handled pursuant to Title 22, CCR, Section 51341.1(q). This section shall not apply to those grievances or complaints arising from the financial findings of an audit or examination made by or on behalf of the State pursuant to Exhibit B A1, Part II, Section 3, of this Contract.
- ~~(e)~~(d) State shall monitor the Subcontractor's compliance with PSPP utilization review requirements in accordance with Title 22. Counties are also required to monitor of the subcontractor's compliance pursuant to Section 4, Paragraph A.2, of this contract. The federal government may also review the existence and effectiveness of the State's utilization review system.
- ~~(f)~~(e) Contractor shall implement and maintain compliance with the system of review described in Title 22, Section 51341.1, for the purposes of reviewing the utilization, quality, and appropriateness of covered services and ensuring that all applicable Medi-Cal requirements are met.
- ~~(g)~~(f) Contractor shall assure that subcontractor sites must keep a record of the clients/patients being treated at that location. Contractor shall retain client records for a minimum of three (3) years from the date of the last face-to-face contact. When an audit by the Federal Government or the State has been started before the expiration of the three-year period, the client records shall be maintained until completion of the audit and the final resolution of all issues as a result of the audit.

3. Training

- (a) DHCS's Substance Use Disorder - Prevention, Treatment, and Recovery Services Division (SUD PTRSD) shall provide mandatory annual training to the Contractor on the requirements of Title 22 and the Drug Medi-Cal program requirements.
- (b) Contractor may request additional Technical Assistance or training from SUD PTRSD on an ad hoc basis.

B. Contractor Monitoring

- 1. Program Integrity: Contractor is responsible for ensuring program integrity of its services and its subcontracted providers through a system of oversight, which shall include at least the following:
 - (a) Compliance with state and federal law and regulations, including, but not limited to, 42 CFR 433.32, 42 CFR 433.51, 42 CFR 431.800 et. seq., 42 CFR 440.230, 42 CFR 440.260, 42 CFR 455 et. seq., 42 CFR 456 et. seq., 42 CFR 456.23, 22 CCR 51490, 22 CCR 51490.1, 22 CCR 51341.1, 22

CCR 51159, WIC 14124.1, and WIC 14124.2; 42 CFR 438.240(e), 42 CFR 438.240(b)(3), 42 CFR 438.240, 42 CFR 438.416, 42 CFR 438-10, and 42 CFR 438.206.

- (b) Contractor shall conduct, at least annually, an ~~programmatic and fiscal~~ audit of DMC providers to assure covered services are being appropriately rendered. The annual audit must include an on-site visit of the service provider. Reports of the annual audit shall be provided to the Department's **Performance Management Branch** ~~DMC PSPP unit~~ at:

Substance Use Disorder - Prevention, Treatment and Recovery Services
Division, **Performance Management Branch** ~~PSPP Unit~~
Department of Health Care Services
PO Box 997413, MS-2621
Sacramento, CA 95899-7413;

Or by secure, encrypted email to: SUDCountyReports@dhcs.ca.gov

Audit reports shall be provided **to the State** within 2 weeks of completion by the Contractor.

Technical assistance is available to counties from DHCS SUD PTRSD.

- (c) Contractor shall ensure that DATAR submissions, detailed in Part III, Paragraph G of this contract are complied with by all treatment providers and subcontracted treatment providers. Contractor shall **attest** ~~certify~~ that each subcontracted provider is enrolled in DATAR at the time of execution of the subcontract.
- (d) Contractor must monitor and **attest** ~~certify~~ compliance and/or completion by Providers with CAP requirements (detailed in Section 4, Paragraph (A)(2)(c)) as required by any PSPP review. Contractor shall **attest** ~~certify~~ to DHCS, using the form developed by DHCS that the requirements in the CAP have been completed by the Contractor and/or the Provider. Submission of **DHCS Form 8049** ~~form~~ by Contractor must be accomplished within the timeline specified in the approved CAP, as noticed by DHCS.
- (e) Contractor shall **attest** ~~certify~~ that DMC claims submitted to the state have been subject to review and verification process for accuracy and legitimacy. (45 CFR 430.30, 433.32, 433.51). Contractor shall not **knowingly** submit claims for services rendered to any beneficiary after the beneficiary's date of death, or from uncertified or decertified providers.

2. Training to DMC Subcontractors

- (a) Contractor shall provide training on the requirements of Title 22 regulations and DMC requirements at least annually to all subcontracted providers. Attendance of any subcontracted provider at the annual trainings offered by DHCS (specified in Section 4, paragraph (A)(3) of this contract) shall suffice

to meet the requirements of this provision. Contractor shall report compliance with this section to DHCS annually as part of the DHCS County monitoring process.

3. Monthly Monitoring

- (a) Contractor shall check the status of all providers monthly to ensure that they are continuing active participation in the DMC program. Any subcontracted provider who surrenders their certification or closes their facility must be reported by the Contractor to the Department within two (2) business days of notification or discovery.
- (b) During the monthly status check, the Contractor shall monitor for a triggering recertification event (change in ownership, change in scope of services, remodeling of facility, or change in location) and report any triggering events to the ~~s~~State within two (2) business days of notification or discovery.

4. Program Complaints

- (a) All complaints received by Contractor regarding a DMC certified facility shall be forwarded to: ~~the SUD Compliance Division, Complaints Unit within two (2) business days of receipt as follows.~~

Drug Medi-Cal Complaints are to be submitted to:
Division Chief
Substance Use Disorders Prevention, Treatment and Recovery
Services Division
Department of Health Care Services
~~Substance Use Disorder Services — Compliance Division~~
P.O. Box 997413, MS# ~~2601~~**2621**
Sacramento, CA 95899-7413

~~The Complaint Form is available and can also be submitted online at~~
<http://www.dhcs.ca.gov/individuals/Pages/Sud-Complaints.aspx>

~~Complaints can also be sent by FAX to:~~

~~Fax form to: (916) 445-5084~~

Complaints for Residential Adult Alcoholism or Drug Abuse Recovery or Treatment Facilities may also be made by telephoning the appropriate licensing branch listed below:

SUD Compliance Division:

Public Number: (916) 322-2911
Toll Free Number: (877) 685-8333

**The Complaint Form is available and can also be submitted online at:
<http://www.dhcs.ca.gov/individuals/Pages/Sud-Complaints.aspx>**

(b) Counties shall be responsible for investigating complaints and providing the results of all investigations to the Department's ~~SUD Complaint Compliance Division~~ **e-mail address by secure, encrypted e-mail to: SUDCountyReports@dhcs.ca.gov** within two (2) business days of completion.

5. Record Retention

(a) Contractor shall include instructions on record retention and include in any subcontract with providers the mandate to keep and maintain records for each service rendered, to whom it was rendered, and the date of service, pursuant to W&I Section 14214.1 and 42 CFR 433.32; and 22 CCR section 51341.1.

6. Subcontract Termination

(a) The Contractor must notify DHCS of the termination of any contract with a certified subcontracted provider, and the basis for termination of the contract, within two (2) business days.

7. Corrective Action Plan

(a) If the Contractor fails to ensure any of the foregoing oversight through an adequate system of monitoring, utilization review, and fiscal and programmatic controls, the Department may request a CAP from the Contractor to address these deficiencies and a timeline for implementation. Failure to submit a CAP or adhere to the provisions in the CAP can result in a withhold of SAPT funds allocated to Contractor for the provision of services, and/or termination of this contract for cause

(b) Failure to comply with Monitoring requirements shall result in:

i. DHCS shall issue a report to Contractor after conducting monitoring, utilization, or fiscal auditing reviews of a county. When the DHCS report identifies non-compliant services or processes, it shall require a CAP. The Contractor shall submit a CAP to DHCS within the following timeframes of receipt of the DHCS report.

a. The CAP shall include a statement of the problem and the goal of the actions the Contractor or its subcontracted provider will take to correct the deficiency or non-compliance. The CAP shall:

(1) Address the specific actions to correct deficiency or non-compliance;

Identify who/which unit(s) will act; who/which unit(s) are accountable for acting; and

- (2) Provide a timeline to complete the actions.
 - ii. DHCS will provide written approval of the CAP to the Contractor and the subcontracted provider. If DHCS does not approve the CAP submitted by the Contractor, DHCS will provide guidance on the deficient areas and request an updated CAP from the Contractor with a new deadline for submission.
 - iii. If the Contractor does not submit a CAP, or, does not implement the approved CAP provisions within the designated timeline, then the State may withhold funds until the Contractor is in compliance. The State shall inform the Contractor when funds will be withheld.

Section 5: Investigations and Confidentiality of Administrative Actions

- A. Contractor acknowledges that if a DMC provider is under investigation by the State or any other state, local or federal law enforcement agency for fraud or abuse, the State may temporarily suspend the provider from the DMC program, pursuant to W&I Section 14043.36(a). Information about a provider's administrative sanction status is confidential until such time as the action is either completed or resolved. The DHCS may also issue a Payment Suspension to a provider pursuant to W&I Section 14107.11 and Code of Federal Regulations, Title 42, section 455.23. The Contractor is to withhold payments from a DMC provider during the time a Payment Suspension is in effect.
- B. Contractor shall execute the Confidentiality Agreement, attached as Document 5A. The Confidentiality Agreement permits DHCS to communicate with Contractor concerning subcontracted providers that are subject to administrative sanctions.

EXHIBIT A, ATTACHMENT I A1

**DOCUMENTS INCORPORATED BY REFERENCE
FOR FISCAL YEAR 2014-2015**

The following documents are hereby incorporated by reference into the County contract though they may not be physically attached to the contract but will be issued in a CD under separate cover:

- Document 1A: Title 45, Code of Federal Regulations 96, Subparts C and L, Substance Abuse Prevention and Treatment Block Grant Requirements
http://www.access.gpo.gov/nara/cfr/waisidx_04/45cfr96_04.html
- Document 1B: Title 42, Code of Federal Regulations, Charitable Choice Regulations
http://www.access.gpo.gov/nara/cfr/waisidx_04/42cfr54_04.html
- Document 1C: Driving-Under-the-Influence Program Requirements
- Document 1D(b): SAPT Female Offender Treatment Project (FOTP)
- Document 1F(a): Reporting Requirement Matrix – County Submission Requirements for the Department of Health Care Services
- Document 1G: Perinatal Services Network Guidelines 2014 (for Non-DMC Perinatal Programs)
- Document 1H(a): Service Code Descriptions
- Document 1H(b): Program Code Listing
- Document 1H(c) : Funding Line Descriptions
- Document 1J(a): Non-Drug Medi-Cal Audit Appeals Process
- Document 1J(b): DMC Audit Appeals Process
- Document 1K: Drug and Alcohol Treatment Access Report (DATAR)
<http://www.dhcs.ca.gov/provgovpart/Pages/DATAR.aspx>
- Document 1P: Alcohol and/or Other Drug Program Certification Standards (March 15, 2004)
http://www.dhcs.ca.gov/provgovpart/Pages/Facility_Certification.aspx
- Document 1T: CalOMS Prevention User Manual **Data Quality Standards**

- Document 1V: Youth Treatment Guidelines
http://www.dhcs.ca.gov/individuals/Documents/Youth_Treatment_Guidelines.pdf
- Document 2A: Sobky v. Smoley, Judgment, Signed February 1, 1995
- Document 2C: Title 22, California Code of Regulations
<http://ccr.oal.ca.gov>
- Document 2E: Drug Medi-Cal Certification Standards for Substance Abuse Clinics (Updated July 1, 2004)
<http://www.dhcs.ca.gov/provgovpart/Documents/DMC%20Documents%20for%20PED%20webpage/Drug%20Medi-Cal%20Certification%20Standards.pdf>
http://www.dhcs.ca.gov/services/adp/Documents/DMCA_Drug_Medi-Cal_Certification_Standards.pdf
- Document 2F: Standards for Drug Treatment Programs (October 21, 1981)
<http://www.dhcs.ca.gov/provgovpart/Documents/DMC%20Documents%20for%20PED%20webpage/DMC%20Standards%20for%20Drug%20Treatment%20Programs.pdf>
http://www.dhcs.ca.gov/services/adp/Documents/DMCA_Standards_for_Drug_Treatment_Programs.pdf
- Document 2K: Multiple Billing Override Certification (MC 6700)
- Document 2L(a): Good Cause Certification (MC-6065A)
- Document 2L(b): Good Cause Certification (MC-6065B)
- Document 2P: County Certification - Cost Report Year-End Claim For Reimbursement
- Document 2P(a): Drug Medi-Cal Cost Report Forms – Intensive Outpatient Treatment – Non-Perinatal (form and instructions)
- Document 2P(b): Drug Medi-Cal Cost Report Forms – Intensive Outpatient Treatment – Perinatal (form and instructions)
- Document 2P(c): Drug Medi-Cal Cost Report Forms – Outpatient Drug Free Individual Counseling – Non-Perinatal (form and instructions)
- Document 2P(d): Drug Medi-Cal Cost Report Forms – Outpatient Drug Free Individual Counseling – Perinatal (form and instructions)

- Document 2P(e): Drug Medi-Cal Cost Report Forms – Outpatient Drug Free Group Counseling – Non-Perinatal (form and instructions)
- Document 2P(f): Drug Medi-Cal Cost Report Forms – Outpatient Drug Free Group Counseling – Perinatal (form and instructions)
- Document 2P(g): Drug Medi-Cal Cost Report Forms – Residential – Perinatal (form and instructions)
- Document 2P(h): Drug Medi-Cal Cost Report Forms – Narcotic Treatment Program – County – Non-Perinatal (form and instructions)
- Document 2P(i): Drug Medi-Cal Cost Report Forms – Narcotic Treatment Program – County – Perinatal (form and instructions)
- Document 3G: California Code of Regulations, Title 9 – Rehabilitation and Developmental Services, Division 4 – Department of Alcohol and Drug Programs, Chapter 4 – Narcotic Treatment Programs
<http://www.calregs.com>
- Document 3H: California Code of Regulations, Title 9 – Rehabilitation and Developmental Services, Division 4 – Department of Alcohol and Drug Programs, Chapter 8 – Certification of Alcohol and Other Drug Counselors
<http://www.calregs.com>
- Document 3J: CalOMS Treatment Data Collection Guide
http://www.dhcs.ca.gov/provgovpart/Documents/CalOMS_Tx_Data_Collection_Guide_JAN%202014.pdf
- Document 3O: Quarterly Federal Financial Management Report (QFFMR) 2014-15
http://www.dhcs.ca.gov/provgovpart/Pages/SUD_Forms.aspx
- Document 3S: CalOMS Treatment Data Compliance Standards
- Document 3T: Non-Drug Medi-Cal and Drug Medi-Cal Local Assistance Funding Matrix
- Document 3T(a): SAPT Authorized and Restricted Expenditures Information (Nov 2012)
- Document 3V: Culturally and Linguistically Appropriate Services (CLAS) National Standards
<http://minorityhealth.hhs.gov/templates/browse.aspx?lvl=2&lvlID=15>
- Document 4A : Drug Medi-Cal Claim Submission Certification – County Contracted Provider – DHCS Form MC 8186 with Instructions

- Document 4B : Drug Medi-Cal Claim Submission Certification – County Operated Provider – DHCS Form MC 8187 with Instructions
- Document 4D : Drug Medi-Cal Certification for Federal Reimbursement (DHCS 100224A)
- Document 4E : Treatment Standards for Substance Use Diagnosis: A Guide for Services (Spring 2010)
- Document 4F : Drug Medi-Cal (DMC) Services Quarterly Claim for Reimbursement of County Administrative Expenses (Form #MC 5312)
- Document 5A : Confidentiality Agreement

Exhibit B A1
Budget Detail and Payment Provisions
Fiscal Year 2014-15

Part I – General Fiscal Provisions

Section 1 – General Fiscal Provisions

A. Fiscal Provisions

For services satisfactorily rendered, and upon receipt and approval of documentation as identified in Exhibit A, Attachment I **A1**, Part III, DHCS agrees to compensate the Contractor for actual expenditures incurred in accordance with the rates and/or allowable costs specified herein.

B. Use of State Funds

Contractor may not use allocated Drug Medi-Cal State General Funds to pay for any non-Drug Medi-Cal services.

C. Funding Authorization

Contractor shall bear the financial risk in providing any substance use disorder services covered by this Contract.

D. Availability of Funds

It is understood that, for the mutual benefit of both parties, this Contract may have been written before ascertaining the availability of congressional appropriation of funds in order to avoid program and fiscal delays that would occur if this Contract were not executed until after that determination. If so, State may amend the amount of funding provided for in this Contract based on the actual congressional appropriation.

E. Subcontractor Funding Limitations

Pursuant to HSC Section 11818(2)(A), Contractor shall reimburse its Subcontractors that receive a combination of Medi-Cal funding and other federal or county realignment funding for the same service element and location based on the Subcontractor's actual costs in accordance with Medicaid reimbursement requirements as specified in Title XIX or Title XXI of the Social Security Act; Title 22, and the State's Medicaid Plan. Payments at negotiated rates shall be settled to actual cost at year-end.

F. Budget Contingency Clause

It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, DHCS shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.

If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, DHCS shall have the option to either cancel this Agreement with no liability occurring to DHCS, or offer an agreement amendment to Contractor to reflect the reduced amount.

G. Expense Allowability / Fiscal Documentation

1. Invoices, received from a Contractor and accepted and/or submitted for payment by DHCS, shall not be deemed evidence of allowable agreement costs.
2. Contractor shall maintain for review and audit and supply to DHCS upon request, adequate documentation of all expenses claimed pursuant to this Agreement to permit a determination of expense allowability.
3. If the allowability or appropriateness of an expense cannot be determined by DHCS because invoice detail, fiscal records, or backup documentation is nonexistent or inadequate according to generally accepted accounting principles, and generally accepted governmental audit standards, all questionable costs may be disallowed and payment may be withheld by DHCS. Upon receipt of adequate documentation supporting a disallowed or questionable expense, reimbursement may resume for the amount substantiated and deemed allowable.
4. Costs and/or expenses deemed unallowable are subject to recovery by DHCS.

H. Maintenance of Effort for SAPT Block Grant

1. Notwithstanding any other provision in this contract, the Director may reduce federal funding allocations, on a dollar-for-dollar basis, to a county that has a reduced or anticipates reduced expenditures in a way that would result in a decrease in the federal Substance Abuse Prevention and Treatment Block Grant funds (42 U.S.C. Sect 300x-30).
2. Prior to making any reductions pursuant to this subdivision, the Director shall notify all counties that county underspending will reduce the federal Substance Abuse Prevention and Treatment Block Grant maintenance of effort (MOE). Upon receipt of notification, a county may submit a revision to the county budget initially submitted pursuant to subdivision (a) of Section 11978 in an effort to maintain the statewide SAPT Block Grant MOE.

3. Pursuant to subdivision (b) of Section 11978.1, a county shall notify the Department in writing of proposed local changes to the county's expenditure of funds. The Department shall review and may approve the proposed local changes depending on the level of expenditures needed to maintain the statewide SAPT Block Grant MOE.
- I. Effective the date of execution of this Contract, nothing in this Contract waives the protections provided to Contractor under Section 36 of article XIII of the California Constitution ("Proposition 30"). Except where specifically stated in the terms of this contract, Contractor's performance of any additional legal requirements, including, but not limited to court-ordered requirements and statutory or regulatory amendments, is subject to Proposition 30's funding requirements.

Section 2 – General Fiscal Provisions – Non-Drug Medi-Cal

A. Revenue Collection

Contractor shall conform to revenue collection requirements in Division 10.5 of the HSC, Sections 11841, by raising revenues in addition to the funds allocated by the State. These revenues include, but are not limited to, fees for services, private contributions, grants, or other governmental funds. These revenues shall be used in support of additional alcohol and other drug services or facilities. Each alcohol and drug program shall set and collect client fees based on the client's ability to pay. The fee requirement shall not apply to prevention and early intervention services. Contractor shall identify in its annual cost report the types and amounts of revenues collected.

B. Cost Efficiencies

It is intended that the cost to the Contractor in maintaining the dedicated capacity and units of service shall be met by the non-DMC funds allocated to the Contractor and other Contractor or Subcontractor revenues. Amounts awarded pursuant to Exhibit A, Attachment I **A1**, Part IV, shall not be used for services where payment has been made, or can reasonably be expected to be made under any other state or federal compensation or benefits program, or where services can be paid for from revenues.

Section 3 – General Fiscal Provisions – Drug Medi-Cal

A. Return of Unexpended Funds

Contractor assumes the total cost of providing covered services on the basis of the payments delineated in this Exhibit B **A1**, Part II. Any State General Funds or federal Medicaid funds paid to the Contractor, but not expended for DMC services shall be returned to the State.

B. Amendment or Cancellation Due to Insufficient Appropriation

This Contract is valid and enforceable only if sufficient funds are made available to the State by the United States Government for the purpose of the DMC program. It is mutually

agreed that if the Congress does not appropriate sufficient funds for this program, State has the option to void this contract or to amend the Contract to reflect any reduction of funds.

C. Exemptions

Exemptions to the provisions of Item B above, of this Exhibit, may be granted by the California Department of Finance provided that the Director of DHCS certifies in writing that federal funds are available for the term of the contract.

D. Allowable costs

Allowable costs, as used in Section 51516.1 of Title 22 shall be determined in accordance with Title 42, CFR Parts 405 and 413, and Centers for Medicare and Medicaid Services (CMS), "Medicare Provider Reimbursement Manual (Publication Number 15)," which can be obtained from the Centers for Medicare & Medicaid Services, or www.cms.hhs.gov." In accordance with W&IC Sections 14132.44 and 14132.47, funds allocated to the Contractor for DMC services, including funding for alcohol and other drug services for pregnant and postpartum women pursuant to Title 22, Section 51341.1(c), may not be used as match for targeted case management services or for Medi-Cal administrative activities.

Exhibit B A1
Budget Detail and Payment Provisions
Fiscal Year 2014-15

Part II – Reimbursements

Section 1. General Reimbursement

A. Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

B. Amounts Payable

1. The amount payable under this Agreement shall not exceed the amount identified on the Standard Agreement.
2. Reimbursement shall be made for allowable expenses up to the amount annually encumbered commensurate with the state fiscal year in which services are performed and/or goods are received.
3. The funds identified for the fiscal years covered by under this Section, within this Exhibit, are subject to change depending on the availability and amount of funds appropriated by the Legislature and the Federal Government. The amount of funds available for expenditure by the Contractor shall be limited to the amount identified in the final allocations issued by the State for that fiscal year or the non-DMC amount, whichever is less. Changes to allocated funds will require written amendment to the Contract.
4. For each fiscal year, the State may settle costs for services based on each fiscal year year-end cost settlement report as the final amendment for the specific fiscal year cost settlement report to the approved single state/county contract.

Section 2. Non-Drug Medi-Cal

A. Amounts Payable for Non-Drug Medi-Cal

1. State shall reimburse the Contractor monthly in arrears an amount equal to one-twelfth of the maximum amount allowed pursuant to Exhibit B **A1** of the contract or the most recent allocation based on the Budget Act Allocation, whichever is less. Final allocations will reflect any increases or reductions in the appropriations as reflected in the State Budget Act allocation and any subsequent allocation revisions.
2. Monthly disbursement to the Contract at the beginning of each fiscal year of the Contract shall be based on the preliminary allocation of funds, as detailed in this Exhibit.

3. However, based on the expenditure information submitted by the counties in the Quarterly Federal Financial Management Report (QFFMR) (Document 30), State may adjust monthly payments of encumbered block grant federal funds to extend the length of time (not to exceed 21 months) over which payments of federal funds will be made.
4. Monthly disbursements to the Contractor at the beginning of each fiscal year of the Contract shall be based on the preliminary allocation of funds, as detailed in Exhibit B **A1**.
5. State may withhold monthly non-DMC payments if the Contractor fails to:
 - (a) timely submit reports and data required by the State, including but not limited to, reports required pursuant to Exhibit A, Attachment I **A1**, Part III.
 - (b) submit the contract amendment within 90 days from issuance from the State to the Contractor.
 - (c) submit and **attest** ~~certify~~ the completion of Corrective Action Plans for services provided pursuant to this contract.
6. Upon the State's receipt of the complete and accurate reports, data, or signed contract, the Contractor's monthly payment shall commence with the next scheduled monthly payment, and shall include any funds withheld due to late submission of reports, data and/or signed contract.
7. Adjustments may be made to the total of the Contract and amounts may be withheld from payments otherwise due to the Contractor hereunder, for nonperformance to the extent that nonperformance involves fraud, abuse, or failure to achieve the objectives of the provisions of Exhibit A, Attachment I **A1**, Part IV.

B. Payment Provisions

For each fiscal year, the total amount payable by the State to the Contractor for services provided under Exhibit A, Attachment I **A1**, Part IV, shall not exceed the encumbered amount. The funds identified for the fiscal years covered by Exhibit A, Attachment I **A1**, Part IV, are subject to change depending on the availability and amount of funds appropriated by the Legislature and the Federal Government. Changes to encumbered funds will require written amendment to the Contract. State may settle costs for non-DMC services based on the year-end cost settlement report as the final amendment to the approved single state/county contract.

- C.** In the even a contract amendment is required pursuant to the preceding paragraph, Contactor shall submit to the State information as identified in Exhibit E, Section 1.D. To the extent the Contractor is notified of the State Budget Act allocation prior to the execution of the Contract, the State and the Contractor may agree to amend the contract after the issuance of the first revised allocation.

D. Accrual of Interest

Any interest accrued from State-allocated funds and retained by the Contractor must be used for the same purpose as the State allocated funds from which the interest was accrued.

E. Expenditure Period

Substance Abuse Prevention and Treatment (SAPT) Block Grant funds are allocated based upon the Federal Grant award period. These funds must be expended for activities authorized pursuant to 42 USC Sections 300x-21(b) through 300x-66; and Title 45, CFR, Subpart L, within the availability period of the grant award. Any SAPT Block Grant funds that have not been expended by a Contractor at the end of the expenditure period identified below shall be returned to the State for subsequent return to the Federal government.

1. The expenditure period of the FFY 2014 award is October 1, 2013 through June 30, 2015.
2. The expenditure period of the FFY 2015 award is October 1, 2014 through June 30, 2016.
3. The expenditure period of the FFY 2016 award is October 1, 2015 through June 30, 2017.
4. The expenditure period of the FFY 2017 award is October 1, 2016 through June 30, 2018.
5. The expenditure period of the FFY 2018 award is October 1, 2017 through June 30, 2019.

F. Contractors receiving SAPT Block Grant funds shall comply with the financial management standards contained in Title 45, CFR, Part 92, Sections 92.20(b)(1) through (6), and Title 45, CFR, Part 96, Section 96.30.

G. Non-profit Subcontractors receiving SAPT Block Grant funds shall comply with the financial management standards contained in Title 45, CFR, Part 74, Sections 74.21(b)(1) through (4) and (b)(7), and Part 96, Section 96.30.

H. Contractors receiving SAPT Block Grant funds shall track obligations and expenditures by individual SAPT Block Grant award, including, but not limited to, obligations and expenditures for primary prevention, services to pregnant women and women with dependent children. "Obligation" shall have the same meaning as used in Title 45, CFR, Part 92, Section 92.3."

Additionally, Contractors expending SAPT Block Grant HIV Set Aside funds for HIV Early Intervention Services are required to collect data regarding their use of HIV Set-Aside funds and to report this data to the State.

I. Restrictions on the Use of Federal Block Grant Funds

Pursuant to 42 U.S.C. 300x-31, Contractor shall not use SAPT Block Grant funds provided by the Agreement ~~to~~ on the following activities:

1. Provide inpatient services;
2. Make cash payment to intended recipients of health services;
3. Purchase or improve land, purchase, construct or permanently improve (other than minor remodeling) any building or other facility or purchase major medical equipment;
4. Satisfy any requirement for the expenditure of non-Federal funds as a condition for the receipt of Federal funds;
5. Provide financial assistance to any entity other than a public or nonprofit private entity;
6. Pay the salary of an individual through a grant or other extramural mechanism at a rate in excess of level I of the Executive Salary Schedule for the award year: see http://grants.nih.gov/grants/policy/salcap_summary.htm;
7. Purchase treatment services and penal or correctional institutions of this State of California; and
8. Supplant state funding of programs to prevent and treat substance abuse and related activities.

Section 3. Drug Medi-Cal

- A. To the extent that the Contractor provides the covered services in a satisfactory manner and in accordance with the terms and conditions of this Contract, the State agrees to pay the Contractor federal Medicaid funds according to Exhibit A, Attachment I **A1**, Part III. Subject to the availability of such funds, Contractor shall receive federal Medicaid funds and/or State General Funds for allowable expenditures as established by the federal government and approved by the State, for the cost of services rendered to beneficiaries.
- B. Any payment for covered services rendered pursuant to Exhibit A, Attachment I **A1**, Part V, shall only be made pursuant to applicable provisions of Title XIX or Title XXI of the Social Security Act; the W&IC; the HSC; California's Medicaid State Plan; and Sections 51341.1, 51490.1, 51516.1, and 51532 of Title 22.
- C. It is understood and agreed that failure by the Contractor or its Subcontractors to comply with applicable federal and state requirements in rendering covered services shall be sufficient cause for the State to deny payments to and/or recover payments from the Contractor and/or terminate the Contractor or its Subcontractor from DMC program participation. If the State or the Department of Health and Human Services (DHHS) disallows or denies payments for any claim, Contractor shall repay to the State the federal

Medicaid funds and/or State General Funds it received for all claims so disallowed or denied. The overpayment shall be recovered by any of the methods allowed in Title 22, CCR, Sections 51047(a) and (b).

- D. Before such denial, recoupment, or disallowances are made, State shall provide the Contractor with written notice of its proposed action. Such notice shall include the reason for the proposed action and shall allow the Contractor sixty (60) days to submit additional information before the proposed action is taken, as required in Title 22, CCR, Section 51047(a). This requirement does not apply to the DMC Post Service Post Payment Utilization Reviews.
- E. The State shall refund to the Contractor any recovered Federal Drug Medi-Cal overpayment that is subsequently determined to have been erroneously collected, together with interest, in accordance with Title 22, CCR, Section 51047(e).
- F. Contractor shall be reimbursed by the State on the basis of its actual net reimbursable cost, not to exceed the unit of service maximum rate.
- G. Claims submitted to the contractor by a sub-contracted provider that is not certified or whose certification has been suspended pursuant to the Welfare and Institutions Code section 14107.11, and Code of Federal Regulations, Title 42, section 455.23 shall not be certified or processed for federal or state reimbursement by the contractor. Payments for any DMC services shall be held by the Contractor until the payment suspension is resolved.
- H. In the event a contract amendment is required pursuant to the preceding paragraph, Contractor shall submit to the State information as identified in Exhibit E, Section 1.D. To the extent the Contractor is notified of the State Budget Act allocation prior to the execution of the Contract, the State and the Contractor may agree to amend the contract after the issuance of the first revised allocation.
- I. Reimbursement for covered services, other than NTP services, shall be limited to the lower of:
 - 1. the provider's usual and customary charges to the general public for the same or similar services;
 - 2. the provider's actual allowable costs; or
 - 3. the DMC SMA for the modality.
- J. Reimbursement to NTP's shall be limited to the lower of either the USDR rate, pursuant to W&IC Section 14021.51(h), or the provider's usual and customary charge to the general public for the same or similar service. However, reimbursement paid by a county to an NTP provider for services provided to any person subject to Penal Code Sections 1210.1 or 3063.1 and for which the individual client is not liable to pay, does not constitute a usual or customary charge to the general public. (W&IC Section 14021.51(h)(2)(A)).

- K. State shall reimburse the Contractor the State General Funds and/or federal Medicaid amount of the approved DMC claims and documents submitted in accordance with Exhibit A, Attachment I **A1**, Part III.
- L. State will adjust subsequent reimbursements to the Contractor to actual allowable costs. Actual allowable costs are defined in the Medicare Provider Reimbursement Manual (CMS-Pub.15), which can be obtained from the Centers for Medicare & Medicaid Services, Baltimore, Maryland, or www.cms.hhs.gov.
- M. Contractors and Subcontractors must accept, as payment in full, the amounts paid by the State in accordance with Title 22, CCR, Section 51516.1, plus any cost sharing charges (deductible, coinsurance, or copayment) required to be paid by the client. However, Contractors and Subcontractors may not deny services to any client eligible for DMC services on account of the client's inability to pay or location of eligibility. Contractors and Subcontractors may not demand any additional payment from the State, client, or other third party payers.

Section 4. Drug Medi-Cal Direct Provider Contracts

- A. Pursuant to W&IC 14124.21, DHCS shall contract with qualified DMC providers within the county when a county does not contract to operate DMC services, in whole or in part.
- B. The State will invoice the Contractor for the county realignment share of approved DMC claims received by the State from the State's subcontractor. Contractor shall reimburse the State for the county realignment share of the approved DMC claims within 30 days of receipt of the invoice. If Contractor does not reimburse the State within 30 days of receipt of the invoice, the State may offset the amount owed from any other funding owed to Contractor by the State or any other State agency. The parties acknowledge that the State's subcontractor shall be responsible for repayment of any disallowed claims. However, in no event shall the State be liable for Medicaid reimbursement for any disallowed claims.
 - 1. Any Contractor contracting with the State for the provision of services through NTP providers may receive reimbursement of the NTP administrative rate.
 - 2. As a result of the direct contract provider's settled cost report, any County Realignment funds owed to the direct contract provider will be handled through an invoice process to the Contractor. Additionally, as a result of the direct contract provider's settled cost report, any County Realignment funds owed to the State will be returned to the Contractor.

Exhibit B A1
Budget Detail and Payment Provisions
Fiscal Year 2014-15

Part III - Financial Audit Requirements

Section 1. General Fiscal Audit Requirements

- A. In addition to the requirements identified below, the Contractor and its Subcontracts are required to meet the audit requirements as delineated in Exhibit C, General Terms and Conditions, and Exhibit D(F), Special Terms and Conditions, of this Contract.
- B. All expenditures of county realignment funds, state and federal funds furnished to the Contractor and its Subcontractors pursuant to this Contract are subject to audit by the State. Such audits shall consider and build upon external independent audits performed pursuant to audit requirements of the Office of Management and Budget (OMB) Circular A-133 (Revised December 2013) **and/or any independent Contractor audits or reviews.** Objectives of such audits may include, but not limited to, the following:
1. To determine whether units of service claimed/reported are properly documented by service records and accurately accumulated for claiming/reporting;
 2. To validate data reported by the Contractor for prospective contract negotiations;
 3. To provide technical assistance in addressing current year activities and providing recommendation on internal controls, accounting procedures, financial records, and compliance with laws and regulations;
 4. To determine the cost of services, net of related patient and participant fees, third-party payments, and other related revenues and funds;
 5. To determine that expenditures are made in accordance with applicable state and federal laws and regulations and contract requirements, and/or;
 6. To determine the facts in relation to analysis of data, complaints, or allegations, which may be indicative of fraud, abuse, willful misrepresentation, or failure to achieve the Contract objectives of Exhibit C and D(F).
- C. Unannounced visits may be made at the discretion of the State.
- D. The refusal of the Contractor or its Subcontractors to permit access to and inspection of electronic or print books and records, physical facilities, and/or refusal to permit interviews with employees, as described in this part constitutes an express and immediate material breach of this Contract and will be sufficient basis to terminate the Contract for cause or default.
- E. Reports of audits conducted by the State shall reflect all findings, recommendations, adjustments and corrective action as a result of it's finding in any areas.

Section 2. Non-Drug Medi-Cal Financial Audits

- A. Pursuant to OMB Circular A-133 §___.400(d)(3), Contractor shall monitor the activities of all of its Subcontractors to ensure that:
1. Subcontractors are complying with program requirements and achieving performance goals
 2. Subcontractors are complying with fiscal requirements, such as having appropriate fiscal controls in place, and are using awards for authorized purposes.
- B. Contractor can use a variety of monitoring mechanism, including limited scope audits, on-site visits, progress reports, financial reports, and review of documentation support requests for reimbursement, to meet the Contractor's monitoring objectives. The Contractor may charge federal awards for the cost of these monitoring procedures as outlined in OMB Circular A-133.
- C. The Contractor shall submit to the State a copy of the procedures and any other monitoring mechanism used to monitor non-profit Subcontracts at the time of the County's annual site visit or within 60 days thereafter. Contractor shall state the frequency that non-profit Subcontracts are monitored.
- D. Limited scope audits, as defined in the OMB Circular A-133, only include agreed-upon engagements that are (1) conducted in accordance with either the American Institute of Certified Public Accountants generally accepted auditing standards or attestation standards; (2) paid for and arranged by pass-through entities (counties); and (3) address one or more of the following types of compliance requirements: (i) activities allowed or unallowed; (ii) allowable costs/cost principals; (iii) eligibility; (9v) matching, level of effort and earmarking; and (v) reporting.
- E. On-site visits focus on compliance and controls over compliance areas. The reviewer must make site visits to the subcontractor locations(s), and can use a variety of monitoring mechanism to document compliance requirements. The finding and the corrective action will require follow-up by the Contractor.
- F. Contractor shall be responsible for any disallowance taken by the Federal Government, the State, or the California State Audit, as a result of any audit exception that is related to the Contractor's responsibilities herein. Contractor shall not use funds administered by the State to repay one federal funding source with funds provided by another federal funding source, to repay federal funds with state funds, or to repay state funds with federal funds. State shall invoice Contractor 60 days after issuing the final audit report or upon resolution of an audit appeal. Contractor agrees to develop and implement any corrective action plans in a manner acceptable to the State in order to comply with recommendations contained in any audit report. Such corrective action plans shall include time-specific objectives to allow for measurement of progress and are subject to verification by the state within one year from the date of the plan.

If differences cannot be resolved between the State and Contractor regarding the terms of the financial audit settlements for funds expended under Exhibit A, Attachment I **A1**, Part IV, Contractor may request an appeal in accordance with the appeal process described in Document 1J(a), "Non-DMC Audit Appeal Process," incorporated by this reference. When a financial audit is conducted by the Federal Government, the State, or the California State Auditor directly with a Subcontractor of the Contractor, and if the Subcontractor disagrees with audit disallowances related to its programs, claims or services, Contractor shall, at the Subcontractor's request, request an appeal to the State in accordance with Document 1J(a). Contractor shall include a provision in its subcontracts regarding the process by which its Subcontractors may file an appeal via the Contractors.

- G. Contractors that conduct financial audits of Subcontractors, other than a Subcontractor whose funding consists entirely of non-Department funds, shall develop a process to resolve disputed financial findings and notify Subcontractors of their appeal rights pursuant to that process. This section shall not apply to those grievances or compliances arising from the financial findings of an audit or examination made by or on behalf of the State pursuant to Article IV of this Contract.
- H. Pursuant to OMB Circular A-133, State may impose sanctions against the Contractor for not submitting single or program-specific audit reports, or failure to comply with all other audit requirements. The sanctions shall include:
 - 1. Withholding a percentage of federal awards until the audit is completed satisfactorily
 - 2. Withhold or disallowing overhead costs
 - 3. Suspending federal awards until the audit is conducted; or
 - 4. Terminating the federal award

Section 3. Drug Medi-Cal Financial Audits

- A. In addition to the audit requirements set forth in Exhibit D(F), State may also conduct financial audits of DMC programs, exclusive of NTP services, to accomplish any of, but not limited to, the following audit objectives:
 - 1. To review reported costs for validity, appropriate allocation methodology, and compliance with Medicaid laws and regulations;
 - 2. To ensure that only the cost of allowable DMC activities are included in reported costs;
 - 3. To determine the provider's usual and customary charge to the general public in accordance with CMS (The Medicare Provider Reimbursement Manual) (CMS-Pub.15), which can be obtained from the Centers for Medicare & Medicaid Services, Baltimore, Maryland, or www.cms.hhs.gov, for comparison to the DMC cost per unit;
 - 4. To review documentation of units of service and determine the final number of approved units of service;

5. To determine the amount of clients' third-party revenue and Medi-Cal share of cost to offset allowable DMC reimbursement; and,
 6. To compute final settlement based on the lower of actual allowable cost, the usual and customary charge, or the maximum allowance, in accordance with Title 22, Section 51516.1.
- B. In addition to the audit requirements set forth in Exhibit D(F), State may conduct financial audits of NTP programs. For NTP services, the audits will address items A(3) through A(5) above, except that the comparison of the provider's usual and customary charge in A(3) will be to the DMC USDR rate in lieu of DMC cost per unit. In addition, these audits will include, but not be limited to:
1. For those NTP providers required to submit a cost report pursuant to W&IC Section 14124.24, a review of cost allocation methodology between NTP and other service modalities, and between DMC and other funding sources;
 2. A review of actual costs incurred for comparison to services claimed;
 3. A review of counseling claims to ensure that the appropriate group or individual counseling rate has been used and that counseling sessions have been billed appropriately;
 4. A review of the number of clients in group sessions to ensure that sessions include no less than four and no more than ten clients at the same time, with at least one Medi-Cal client in attendance;
 5. Computation of final settlement based on the lower of USDR rate or the provider's usual and customary charge to the general public; and,
 6. A review of supporting service, time, financial, and patient records to verify the validity of counseling claims.
- C. Contractor shall be responsible for any disallowances taken by the Federal Government, the State, or the Bureau of State Audits as a result of any audit exception that is related to its responsibilities. Contractor shall not use funds administered by the State to repay one federal funding source with funds provided by another federal funding source, or to repay federal funds with state funds, or to repay state funds with federal funds
- D. Contractor agrees to promptly develop and implement any corrective action plans in a manner acceptable to the State in order to comply with recommendations contained in any audit report. Such corrective action plans shall include time-specific objectives to allow for measurement of progress and are subject to verification by the State within six months from the date of the plan.
- E. Contractor, in coordination with the State, must provide follow-up on all significant findings in the audit report, including findings relating to a Subcontractor, and submit the results to the State.

If differences cannot be resolved between the State and the Contractor regarding the terms of the final financial audit settlements for funds expended under Exhibit B **A1**, Contractor may request an appeal in accordance with the appeal process described in the "DMC Audit Appeal Process," Document 1J(b), incorporated by this reference. When a financial audit is conducted by the Federal Government, the State, or the Bureau of State Audits directly with a Subcontractor of the Contractor, and if the Subcontractor disagrees with audit disallowances related to its programs, claims or services, Contractor shall, at the Subcontractor's request, request an appeal to the State in accordance with Document 1J(b). Contractor shall include a provision in its subcontracts regarding the process by which a Subcontractor may file an audit appeal via the Contractor.

- F. Providers of DMC services shall, upon request, make available to the State their fiscal and other records to assure that such provider have adequate recordkeeping capability and to assure that reimbursement for covered DMC services are made in accordance with Title 22, CCR, Section 51516.1. These records include, but are not limited to, matters pertaining to:
1. Provider ownership, organization, and operation;
 2. Fiscal, medical, and other recordkeeping systems;
 3. Federal income tax status;
 4. Asset acquisition, lease, sale, or other action;
 5. Franchise or management arrangements;
 6. Patient service charge schedules;
 7. Costs of operation;
 8. Cost allocation methodology;
 9. Amounts of income received by source and purpose; and,
 10. Flow of funds and working capital.
- G. Contractor shall retain records of utilization review activities required in Article VI herein for a minimum of three (3) years.

Exhibit B A1
Budget Detail and Payment Provisions
Fiscal Year 2014-15

Part IV – Records

Section 1. General Provisions

A. Maintenance of Records

Contractor shall maintain sufficient books, records, documents, and other evidence necessary for the State to audit contract performance and contract compliance. Contractor shall make these records available to the State, upon request, to evaluate the quality and quantity of services, accessibility and appropriateness of services, and to ensure fiscal accountability. Regardless of the location or ownership of such records, they shall be sufficient to determine if costs incurred by contractor are reasonable, allowable and allocated appropriately. All records must be capable of verification by qualified auditors.

1. Contractor shall include in any contract with an audit firm a clause to permit access by the State to the working papers of the external independent auditor, and require that copies of the working papers shall be made for the State at its request.
2. Contractor shall keep adequate and sufficient financial records and statistical data to support the year-end documents filed with the State. All records must be capable of verification by qualified auditors.
3. Accounting records and supporting documents shall be retained for a three-year period from the date the year-end cost settlement report was approved by the State for interim settlement. When an audit by the Federal Government, the State, or the California State Auditor has been started before the expiration of the three-year period, the records shall be retained until completion of the audit and final resolution of all issues that arise in the audit. Final settlement shall be made at the end of the audit and appeal process. If an audit has not been completed within three years, the interim settlement shall be considered as the final settlement.
4. Financial records shall be kept so that they clearly reflect the source of funding for each type of service for which reimbursement is claimed. These documents include, but are not limited to, all ledgers, books, vouchers, time sheets, payrolls, appointment schedules, client data cards, and schedules for allocating costs. All records must be capable of verification by qualified auditors.
5. Contractor's subcontracts shall require that all Subcontractors comply with the requirements of Exhibit A, Attachment I **A1**, Part V, Section 2.

6. Should a Subcontractor discontinue its contractual agreement with the Contractor, or cease to conduct business in its entirety, Contractor shall be responsible for retaining the Subcontractor's fiscal and program records for the required retention period. The State Administrative Manual (SAM) contains statutory requirements governing the retention, storage, and disposal of records pertaining to state funds. Contractor shall follow SAM requirements located at <http://sam.dgs.ca.gov/TOC/1600.aspx>.

The Contractor shall retain all records required by Welfare and Institutions Code section 14124.1, 42 CFR 433.32, and California Code of Regulations, Title 22, Section 51341.1 et seq. for reimbursement of services and financial audit purposes.

7. In the expenditure of funds hereunder, and as required by 45 CFR Part 96, Contractor shall comply with the requirements of SAM and the laws and procedures applicable to the obligation and expenditure of federal and state funds.

B. Dispute Resolution Process

1. In the event of a dispute under this Exhibit A, Attachment I **A1**, Part IV, other than an audit dispute, Contractor shall provide written notice of the particulars of the dispute to the State before exercising any other available remedy. Written notice shall include the contract number. The Director (or designee) of the State and the County Drug or Alcohol Program Administrator (or designee) shall meet to discuss the means by which they can effect an equitable resolution to the dispute. Contractor shall receive a written response from the State within sixty (60) days of the notice of dispute. The written response shall reflect the issues discussed at the meeting and state how the dispute will be resolved.
2. In the event of a dispute over financial audit findings between the State and the Contractor, Contractor may appeal the audit in accordance with the "non- DMC Audit Appeal Process" (Document 1J(a)). When a financial audit by the Federal Government, the State, or the California State Auditor is conducted directly with a Subcontractor of the Contractor, and if the Subcontractor disagrees with audit disallowances related to its programs, claims or services, Contractor shall, at the Subcontractor's request, request an appeal to the State in accordance with Document 1J(a). Contractor shall include a provision in its subcontracts regarding the process by which a Subcontractor may file an audit appeal via the Contractor.
3. As stated in Part III, Section 3, of this Exhibit, in the event of a dispute over financial audit findings between the State and the Contractor, Contractor may appeal the audit in accordance with DMC Audit Appeal Process" (Document 1J(b)). When a financial audit by the Federal Government, the State, or the California State Auditor is conducted directly with a Subcontractor of the Contractor, and if the Subcontractor disagrees with audit disallowances related to its programs, claims or services, Contractor shall, at the Subcontractor's request, request an appeal to the State in accordance with DMC Audit Appeal Process" (Document 1J(b)). Contractor shall include a provision in its subcontracts regarding the process by which a Subcontractor may file an audit appeal via the Contractor.

4. Contractors that conduct financial audits of Subcontractors, other than a Subcontractor whose funding consists entirely of non-Department funds, shall develop a process to resolve disputed financial findings and notify Subcontractors of their appeal rights pursuant to that process. This section shall not apply to those grievances or complaints arising from the financial findings of an audit or examination made by or on behalf of the State pursuant to Part II of this Exhibit.
5. To ensure that necessary corrective actions are taken, financial audit findings are either uncontested or upheld after appeal may be used by the State during prospective contract negotiations.

Exhibit B A1
 Budget Detail and Payment Provisions
 Fiscal Year 2014-15

Part V. Drug Medi-Cal Reimbursement Rates

A. "Uniform Statewide Daily Reimbursement (USDR) Rate" means the rate for NTP services based on a unit of service that is a daily treatment service provided pursuant to Title 22, Sections 51341.1 and 51516.1 and Title 9, commencing with Section 10000 (Document 3G), or the rate for individual or group counseling. The following table shows the proposed Fiscal Year (FY) 2014-15 USDR rates.

Service	Type of Unit of Service (UOS)	Non-Perinatal (Regular) Rate Per UOS		Perinatal Rate Per UOS	
		FY 14/15	FY15/16	FY 14/15	FY15/16
NTP-Methadone Dosing	Daily	\$10.80	<u>\$11.44</u>	\$11.79	<u>\$13.58</u>
NTP-Individual Counseling (*)	One 10-minute increment	\$13.48	<u>\$13.39</u>	\$21.06	<u>\$21.17</u>
NTP Group Counseling (*)	One 10-minute increment	\$2.91	<u>\$3.02</u>	\$7.03	<u>\$5.79</u>

(*) The NTP contractors may be reimbursed for up to 200 minutes (20-10 minute increments) of individual and/or group counseling per calendar month ~~per beneficiary~~. If medical necessity is met that requires additional NTP counseling beyond 200 minutes per calendar month, NTP contractors may bill and be reimbursed for additional counseling (in 10 minute increments). Medical justification for the additional counseling must be clearly documented in the patient record.

Reimbursement for covered NTP services shall be limited to the lower of the NTP's usual and customary charge to the general public for the same or similar services or the USDR rate.

B. “Unit of Service” means a face-to-face contact on a calendar day for outpatient drug free, intensive outpatient treatment, perinatal residential, and Naltrexone treatment services. Only one face-to-face service contact per day is covered by DMC except in the case of emergencies when an additional face-to-face contact may be covered for intake crisis intervention or collateral service. To count as a unit of service, the second contact shall not duplicate the services provided on the first contact, and each contact shall be clearly documented in the beneficiary’s record. While the rates are approved by the State, they are subject to change through the regulation process. Units of service and proposed SMA for FY 2014-15 are identified in the following table.

Service	Type of Unit of Service (UOS)	Non-Perinatal (Regular) Rate Per UOS		Perinatal Rate Per UOS	
		FY 14/15	FY15/16	FY 14/15	FY15/16
Intensive Outpatient Treatment	Face-to-Face Visit	\$56.44	<u>\$58.30</u>	\$80.78	<u>\$81.22</u>
Naltrexone Treatment	Face-to-Face Visit	\$19.06	<u>\$19.06</u>	NA	<u>NA</u>
Outpatient Drug Free	Face-to Face Visit – Individual (per person)	\$67.38	<u>\$66.93</u>	\$105.32	<u>\$105.90</u>
	Face-to-Face Visit – Group (per person)	\$26.23	<u>\$27.14</u>	\$63.33	<u>\$52.11</u>
Perinatal Residential	Daily – Residential Day	NA	<u>NA</u>	\$99.43	<u>\$99.97</u>

Exhibit B, Attachment I A1 - Funding for Fiscal Year 2014-15 through FY 2016-17

County: Sierra

Contract Number: 14-90104

Version:	A01
Date:	7/1/2014

Fiscal Year 2014-15	2014-15 Funding Amount
	Original
State General Funds (7/1/14 to 6/30/15)	
Drug Medi-Cal SGF	1,806
TOTAL	1,806
SAPT Block Grant - FFY 2015 Award (10/1/14 to 6/30/16)	
- Discretionary	343,515
- Adolescent/Youth	0
- Prevention Set-Aside	83,752
- Friday Night Live/Club Live	6,000
- HIV Set Aside	0
- Perinatal	0
TOTAL	433,267
Drug Medi-Cal Federal Share (7/1/14 to 6/30/15)	
- Non Perinatal Federal Share	1,250
- Perinatal Federal Share	0
TOTAL	1,250
GRAND TOTAL	436,323

Fiscal Year 2015-16	2015-16 Funding Amount	
	Original	A01
State General Funds (7/1/15 to 6/30/16)		
Drug Medi-Cal SGF	1,806	2,188
TOTAL	1,806	2,188
SAPT Block Grant - FFY 2016 Award (10/1/15 to 6/30/17)		
- Discretionary	343,515	343,515
- Adolescent/Youth	0	0
- Prevention Set-Aside	83,752	83,752
- Friday Night Live/Club Live	6,000	6,000
- HIV Set Aside	0	0
- Perinatal	0	0
TOTAL	433,267	433,267
Drug Medi-Cal Federal Share (7/1/15 to 6/30/16)		
- Non Perinatal Federal Share	1,250	1,250
- Perinatal Federal Share	0	0
TOTAL	1,250	1,250
GRAND TOTAL	436,323	436,705

Fiscal Year 2016-17	2016-17 Funding Amount
	Original
State General Funds (7/1/16 to 6/30/17)	
Drug Medi-Cal SGF	1,806
TOTAL	1,806
SAPT Block Grant - FFY 2017 Award (10/1/16 to 6/30/18)	
- Discretionary	343,515
- Adolescent/Youth	0
- Prevention Set-Aside	83,752
- Friday Night Live/Club Live	6,000
- HIV Set Aside	0
- Perinatal	0
TOTAL	433,267
Drug Medi-Cal Federal Share (7/1/16 to 6/30/17)	
- Non Perinatal Federal Share	1,250
- Perinatal Federal Share	0
TOTAL	1,250
GRAND TOTAL	436,323

Original THREE-YEAR TOTAL	1,308,969
A01 THREE-YEAR TOTAL	1,309,351

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.

<i>Contractor/Bidder Firm Name (Printed)</i>		<i>Federal ID Number</i> 94-6000825
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in the County of</i> Sierra	

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.

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

MEETING DATE: February 16, 2016	TYPE OF AGENDA ITEM: <input type="checkbox"/> Regular <input type="checkbox"/> Timed <input checked="" type="checkbox"/> Consent
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DEPARTMENT: Health & Human Services
APPROVING PARTY: Darden Bynum, LCSW, Director
PHONE NUMBER: (530) 993-6701

AGENDA ITEM: Approval of letter of endorsement confirming the hiring of Kathryn Hill, MFT, as Assistant Director for Behavioral Health.

SUPPORTIVE DOCUMENTS ATTACHED: Memo Resolution Agreement Other
Letter regarding Notification of position

BACKGROUND INFORMATION: The State's Department of Health Care Services (DHCS) requires a letter of endorsement from the Board of Supervisors confirming the hiring of Assistant Director of Behavioral Health, Kathryn Hill, MFT.

FUNDING SOURCE: 0515610
GENERAL FUND IMPACT: No General Fund Impact
OTHER FUND:
AMOUNT: \$ N/A

ARE ADDITIONAL PERSONNEL REQUIRED?

 Yes, -- --
 No

IS THIS ITEM ALLOCATED IN THE BUDGET? Yes No

IS A BUDGET TRANSFER REQUIRED? Yes No

SPACE BELOW FOR CLERK'S USE

<p>BOARD ACTION:</p> <input type="checkbox"/> Approved <input type="checkbox"/> Approved as amended <input type="checkbox"/> Adopted <input type="checkbox"/> Adopted as amended <input type="checkbox"/> Denied <input type="checkbox"/> Other <input type="checkbox"/> No Action Taken	<input type="checkbox"/> Set public hearing For: _____ <input type="checkbox"/> Direction to: _____ <input type="checkbox"/> Referred to: _____ <input type="checkbox"/> Continued to: _____ <input type="checkbox"/> Authorization given to: _____	Resolution 2016- _____ Agreement 2016- _____ Ordinance _____ Vote: Ayes: Noes: Abstain: Absent: <input type="checkbox"/> By Consensus
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COMMENTS:

CLERK TO THE BOARD _____ DATE _____

Social Services

P.O. Box 1019
Loyalton, California 96118
202 Front Street
530-993-6720
Fax 530-993-6767

Downieville, California

P.O. Box 38
Downieville, California 95936
22 Maiden Lane
530-289-3711
CPS 530-289-3720
Fax 530-289-3716

Mental Health/Drug/Alcohol

P.O. Box 265
Loyalton, California 96118
704 Mill Street
530-993-6746
Fax 530-993-6759

Health Department

P.O. Box 7
Loyalton, California 96118
202 Front Street
530-993-6700
Fax 530-993-6790



Darden Bynum, LCSW
Director

Memorandum

To: Sierra County Board of Supervisors
From: Darden Bynum, LCSW, Director, Health & Human Services
Reference: Agenda items
Date of memo: 2.9.16
Date of Board Meeting: 2.16.16
Regarding: Letter of Endorsement of new hire

Executive summary: The state's Department of Health Care Services (DHCS) requires a letter of endorsement from the Board of Supervisors confirming the hiring of the Assistant Director of Behavioral Health, Kathryn Hill, MFT.

Background information: The Board of Supervisors already approved of the budget request for filling this position, and was previously made aware of Ms. Hill's selection for this leadership role within Health & Human Services.

Action requested: H&HS respectfully requests the Board of Supervisors, specifically the Chair, to sign the attached letter to submit to DCHS formally recognizing Ms. Hill's role as the Assistant Director of Behavioral Health.

February 9, 2016

Karen Baylor, Ph.D., LMFT, Deputy Director
1501 Capitol Avenue, P.O. Box 997413, MS 4000
Sacramento, CA 95899-7413

Re: Notification of Position

Dear Dr. Baylor:

Sierra County Health & Human Services advertised an employment opportunity for the position of Assistant Director of Behavioral Health. Interviews were conducted by a screening/interview panel; it was recommended to offer the position to Kathryn Hill, MFT. Ms. Hill was offered and had accepted the position effective February 3, 2016.

If you have any questions or require further information please contact me at (530) 993-6701 or darden.bynum@sierracounty.ca.gov.

Sincerely,

Lee Adams, Chairman
Sierra County Board of Supervisors
PO Drawer D
Downieville, CA 95936

cc: Roxanne Vincent
Department of Health Care Services
County Support Unit, MS 2702
PO Box 997413
Sacramento, CA 95899-7413

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

MEETING DATE: February 16, 2016	TYPE OF AGENDA ITEM: <input type="checkbox"/> Regular <input type="checkbox"/> Timed <input checked="" type="checkbox"/> Consent
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DEPARTMENT: Health & Human Services APPROVING PARTY: Darden Bynum, LCSW, Director PHONE NUMBER: (530) 993-6701

AGENDA ITEM: Adoption of Resolution approving the Sierra County Allocation Funding Application, (AFA) and the Scope of Work, (SOW) for the ongoing Maternal, Child and Adolescent Health (MCAH) Program for Fiscal Year 2015/16 and authorizing Darden Bynum, Director, to sign documents regarding the AFA.

SUPPORTIVE DOCUMENTS ATTACHED: Memo Resolution Agreement Other
Funding Application, Scope of Work and Budget

BACKGROUND INFORMATION: Maternal, Child and Adolescent Health Program (MCAH) is an ongoing program in Sierra County going at least as far back as 1998. MCAH funding is key in supporting Sierra County Public Health infrastructure and helping pay the salaries of staff utilized to assure Sierra County meets state mandates.

FUNDING SOURCE:
GENERAL FUND IMPACT: No General Fund Impact
OTHER FUND: 5610 Revenue
AMOUNT: \$82,601.00 Annually

ARE ADDITIONAL PERSONNEL REQUIRED?

 Yes, -- --
 No

IS THIS ITEM ALLOCATED IN THE BUDGET? Yes No

IS A BUDGET TRANSFER REQUIRED? Yes No

SPACE BELOW FOR CLERK'S USE

<p>BOARD ACTION:</p> <input type="checkbox"/> Approved <input type="checkbox"/> Approved as amended <input type="checkbox"/> Adopted <input type="checkbox"/> Adopted as amended <input type="checkbox"/> Denied <input type="checkbox"/> Other <input type="checkbox"/> No Action Taken	<input type="checkbox"/> Set public hearing For: _____ <input type="checkbox"/> Direction to: _____ <input type="checkbox"/> Referred to: _____ <input type="checkbox"/> Continued to: _____ <input type="checkbox"/> Authorization given to: _____	Resolution 2016- _____ Agreement 2016- _____ Ordinance _____ Vote: Ayes: Noes: Abstain: Absent: <input type="checkbox"/> By Consensus
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COMMENTS:

CLERK TO THE BOARD

DATE



Darden Bynum, LCSW
Director

Social Services

P.O. Box 1019
Loyalton, California 96118
202 Front Street
530-993-6720
Fax 530-993-6767

Downieville, California

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Mental Health/Drug/Alcohol

P.O. Box 265
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Fax 530-993-6759

Health Department

P.O. Box 7
Loyalton, California 96118
202 Front Street
530-993-6700
Fax 530-993-6790

Memorandum

To: Sierra County Board of Supervisors
From: Darden Bynum, LCSW, Director, Health and Human Services
Reference: Agenda items
Date of memo: 5 February 2016
Date of Board Meeting: 16 February 2016
Regarding: Request Board approval and Adoption of Resolution approving the Sierra County Allocation Funding Application, (AFA) and Scope of Work, (SOW) for the ongoing Maternal, Child and Adolescent Health, (MCAH) program for Fiscal Year 2015/16 and authorizing Darden Bynum, Director, to sign documents regarding the AFA.

Executive summary: This memo is to request approval and Adoption of Resolution approving the Sierra County Allocation Funding Application, (AFA) and Scope of Work, (SOW) for the ongoing Maternal, Child and Adolescent Health, (MCAH) program for Fiscal Year 2015/16 and authorizing Darden Bynum, Director, to sign documents regarding the AFA.

Background information: Maternal, Child and Adolescent Health services funding has been received by Sierra County going at least as far back as 1998; it appears that every county, including Alpine County, receives MCAH funding.

Sierra County MCAH funding is a result of the state's distribution of Title V Maternal, Child and Adolescent Health services Block Grant funding, provided through the federal Public Health Service Act. MCAH funding is key is supporting Sierra County Public Health Infrastructure and helping pay the salaries of staff utilized to assure Sierra County meets the state mandates.

Sierra County's current MCAH plan and related contract with the state, needs to be monitored to determine how this funding is best

used in Sierra County. There aren't any new positions or programs anticipated from this approval.

Recommendation: By approving this resolution and application, the Board of Supervisors confirms the continuity for people directly receiving services. It is recommended this request be approved.

BOARD OF SUPERVISORS, COUNTY OF SIERRA, STATE OF CALIFORNIA

RESOLUTION NO. _____

**Approving The Agreement Funding Application (AFA)
For Agreement #201546
For the On-going
Maternal Child and Adolescent Health (MCAH) Agreement
FY 2015/16**

WHEREAS, State of California Department of Health Care Services and Sierra County Health Department have set goals for the Maternal, Child and Adolescent Health Program, and;

WHEREAS, The Allocation Funding Application (AFA) for FY 2015/16, the Scope of Work (SOW) and the budget have been sent to the State of California Department of Health Care Services, MCAH Division and were approved. The State will reimburse Sierra County for MCAH program FY 2015/16 expenditures up to \$82,601.00.

NOW THEREFORE BE IT RESOLVED, the MCAH Agreement Funding Application for FY 2015/16 and the 2015/16 Scope of Work and budget is hereby approved.

BE IT FURTHER RESOLVED, that Darden Bynum, Director, is authorized to sign documents regarding the Agreement Funding Application.

ADOPTED by the Board of Supervisors of the County of Sierra, State of California on the 16th day of February, 2015, by the following vote:

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

LEE ADAMS
Chairman, Board of Supervisors

Date

ATTEST:

APPROVED AS TO FORM:

HEATHER FOSTER
Clerk of the Board

JAMES A. CURTIS
County Counsel

California Department of Public Health (CDPH)
Maternal, Child and Adolescent Health (MCAH) Program
Scope of Work (SOW)

The Local Health Jurisdiction (LHJ), in collaboration with the State MCAH Program, shall strive to develop systems that protect and improve the health of California's women of reproductive age, infants, children, adolescents and their families. The goals and objectives in this MCAH SOW incorporate local problems identified by LHJs 5-Year Needs Assessments and reflect the Title V priorities of the MCAH Division. The local 5-Year Needs Assessment identified problems that LHJs may address in their 5-Year Action Plans. The LHJ 5-Year Action Plans will then inform the development of the annual MCAH SOW.

All LHJs must perform the activities in the shaded areas in Goals 1-3 and monitor and report on the corresponding evaluation/performance measures. In addition, each LHJ is required to develop at least one objective in each of Goals 1 and 2 and 2 objectives for Goal 3, a SIDS objective and an objective to improve infant health. LHJs that receive FIMR funding will perform the activities in the shaded area in Goal 3, Objectives 3.5-3.7 and 3.8. In the second shaded column, Intervention Activities to Meet Objectives, insert the number and percent of cases you will review for the fiscal year. If resources allow, LHJs should also develop additional objectives, which they may place under any of the Goals 1-6. All activities in this SOW must take place within the fiscal year. Please see the MCAH Policies and Procedures Manual for further instructions on completing the SOW.

<http://www.cdph.ca.gov/services/funding/mcah/Pages/LocalMCAHProgramDocuments.aspx>

The development of this SOW was guided by several public health frameworks listed below. Please consider integrating these approaches when conceptualizing and organizing local program, policy, and evaluation efforts.

- The Ten Essential Services of Public Health: <http://www.cdc.gov/nphsp/essentialServices.html>;
- The Spectrum of Prevention: <http://www.preventioninstitute.org/component/taxonomy/term/list/94/127.html>
- Life Course Perspective: <http://mchb.hrsa.gov/lifecourseresources.htm>
- The Social-Ecological Model: <http://www.cdc.gov/violenceprevention/overview/social-ecologicalmodel.html>
- Social Determinants of Health: <http://www.cdc.gov/socialdeterminants/>
- Strengthening Families: <http://www.cssp.org/reform/strengthening-families>

All Title V programs must comply with the MCAH Fiscal Policies and Procedures Manual which is found on the CDPH/MCAH website at:

<http://www.cdph.ca.gov/services/funding/mcah/Pages/FiscalDocuments.aspx>

FIMR LHJs are required to comply with requirements as stated in the FIMR Policies and Procedures Manual:

<http://www.cdph.ca.gov/services/funding/mcah/Pages/FIMRDocuments.aspx>

CDPH/MCAH Division expects each LHJ to make progress towards Title V State Performance Measures and Healthy People 2020 goals. These goals involve complex issues and are difficult to achieve, particularly in the short term. As such, in addition to the required activities to address Title V State Priorities, and Title V and State requirements, the MCAH SOW provides LHJs with the opportunity to develop locally determined objectives and activities that can be realistically achieved given the scope and resources of local MCAH programs.

LHJs are required to comply with requirements as stated in the MCAH Program Policies and Procedures Manual, such as attending statewide meetings, conducting a Needs Assessment every five years, submitting Agreement Funding Applications, and completing Annual Reports.

¹ 2001-2015 Title V State Priorities

² Title V Requirement

³ State Requirement

Goal 1: Increase access and utilization of health and social services (cross-cutting)

- Increase access to oral health services¹
- Increase screening and referral for mental health and substance use services¹
- Increase utilization of preventive health services¹
- Target outreach services to identify pregnant women, women of reproductive age, infants, children and adolescents and their families who are eligible for Medi-Cal assistance or other publicly provided health care programs and assist them in applying for these benefits ².

The shaded area represents required activities. Nothing is entered in the shaded areas.

Short and/or Intermediate Objective(s)	Intervention Activities to Meet Objectives (Describe the steps of the intervention)	Evaluation/Performance Measures Process, Short and/or Intermediate Measures (Report on these measures in the Annual Report)	
		Process Description and Measures	Short and/or Intermediate Outcome Measure(s)
<p>1.1-1.6 All women of reproductive age, pregnant women, infants, children, adolescents and children with special health care needs (CSHCN) will have access to:</p> <ul style="list-style-type: none"> • Needed and preventive medical, dental, mental health, substance use services, and social services • Early and comprehensive perinatal care • An environment that maximizes their health 	<p>Assessment</p> <p>1.1 Identify and monitor the health status of women of reproductive age, pregnant women, infants, children, adolescents, and CSHCN, including the social determinants of health and access/barriers to the provision of:</p> <ol style="list-style-type: none"> 1. Preventive, medical, dental, mental health, substance use services, and social services 2. Early and comprehensive perinatal care <p>Monitor trends over time, geographic areas and population group disparities.</p> <p>Annually, share your data with your key health department leadership.</p>	<p>Assessment</p> <p>1.1 Briefly describe the health status of women of reproductive age, pregnant women, infants, children, adolescents, and CSHCN, including the social determinants of health, and access/barriers to health and social services (includes preventive, medical, dental, mental health, substance use services, social services and perinatal care).</p> <p>Briefly highlight statistics on: trends over time, geographic areas and population group disparities.</p> <p>Date data shared with the key health department leadership. Briefly describe their response, if significant.</p>	<p>Assessment</p>

¹ 2001-2015 Title V State Priorities

² Title V Requirement

³ State Requirement

Short and/or Intermediate Objective(s)	Intervention Activities to Meet Objectives (Describe the steps of the intervention)	Evaluation/Performance Measures Process, Short and/or Intermediate Measures (Report on these measures in the Annual Report)	
		Process Description and Measures	Short and/or Intermediate Outcome Measure(s)
	1.2 Participate in collaboratives, coalitions, community organizations, etc., to review data and develop policies and products to address social determinants of health and disparities.	1.2 Report the total number of collaboratives with MCAH staff participation. Submit Collaborative Surveys that document participation, objectives, activities and accomplishments of MCAH – related collaboratives.	1.2 List policies or products developed to improve infrastructure and address MCAH priorities.
	Policy Development 1.3 Review, revise and enact policies that facilitate access to Medi-Cal, Medi-Cal Access Program (MCAP), California Children’s Services (CCS), Covered CA, Child Health and Disability Prevention Program (CHDP), Women, Infants, and Children (WIC), Family Planning, Access, Care, and Treatment (Family PACT), Text 4 Baby, and other relevant programs.	Policy Development 1.3 Describe efforts to develop policy and systems changes that facilitate access to Medi-Cal, MCAP, Covered CA, CHDP, WIC, CCS, Family PACT, Text 4 Baby, and other relevant programs. List formal and informal agreements, including Memoranda of Understanding with Medi-Cal Managed Care (MCMC) plans or other organizations that address the needs of mothers and infants.	Policy Development 1.3 Describe the impact of policy and systems changes that facilitate access to Medi-Cal, MCAP, Covered CA, CHDP, WIC, CCS, Family PACT, and other relevant programs.
	Assurance 1.4 Participate in and/or deliver trainings in MCAH and public health competencies and workforce development as resources allow.	Assurance 1.4 List trainings attended or provided and numbers attending.	Assurance 1.4 Describe outcomes of workforce development trainings in MCAH and public health competencies, including but not limited to, knowledge or skills gained, practice changes or partnerships developed.

¹ 2001-2015 Title V State Priorities

² Title V Requirement

³ State Requirement

Short and/or Intermediate Objective(s)	Intervention Activities to Meet Objectives (Describe the steps of the intervention)	Evaluation/Performance Measures Process, Short and/or Intermediate Measures (Report on these measures in the Annual Report)	
		Process Description and Measures	Short and/or Intermediate Outcome Measure(s)
	1.5 Conduct activities to facilitate referrals to Medi-Cal, MCAP, Covered CA, CCS, and other low cost/no-cost health insurance programs for health care coverage ²	1.5 Describe activities to facilitate referrals to health insurance and programs.	1.5 Report the number of referrals to Medi-Cal, MCAP, Covered CA, CCS, or other low/no-cost health insurance or programs.
	1.6 Provide a toll-free or “no-cost to the calling party” telephone information service and other appropriate methods of communication, e.g. local MCAH Program web page to the local community ² to facilitate linkage of MCAH population to services.	1.6 Describe the methods of communication, including the, cultural and linguistic challenges and solutions to linking the MCAH population to services.	1.6 Report the following: 1. Number of calls to the toll-free or “no-cost to the calling party” telephone information service 2. The number of web hits to the appropriate local MCAH Program webpage

¹ 2001-2015 Title V State Priorities

² Title V Requirement

³ State Requirement

Short and/or Intermediate Objective(s)	Intervention Activities to Meet Objectives (Describe the steps of the intervention)	Evaluation/Performance Measures Process, Short and/or Intermediate Measures (Report on these measures in the Annual Report)	
		Process Description and Measures	Short and/or Intermediate Outcome Measure(s)
	<p>1.7 Choose one or more of the following activities to promote family-centered, community-based, coordinated systems of care for all CSHCN².</p> <p>Activities may be performed at the individual, provider (medical and non-medical), and/or community level</p> <ol style="list-style-type: none"> 1. Promote developmental monitoring, screening, identification and referral, including social-emotional (mental health), for infants and young children (0-5yrs) 2. Work with CCS and/or collaboratives to: <ol style="list-style-type: none"> a. Improve care coordination for CSHCN, especially non-CCS eligible children or children enrolled in CCS in need of services not covered by CCS b. Link children with positive screens to needed services c. Disseminate standard messaging regarding developmental screening 3. Other locally developed activities to serve CSHCN (specify activity here) 	<p>1.7 Describe outreach efforts, barriers and opportunities for solutions</p> <ol style="list-style-type: none"> 1. Report the following: <ul style="list-style-type: none"> • Number of children screened and referred • Number and types of providers monitoring, screening and referring children who screen positive to services 2. Activities with CCS or collaboratives to improve: <ol style="list-style-type: none"> a) care coordination for CSHCN b) linking children with positive screens to needed services c) disseminating standard messaging regarding developmental screening 2. Other specific local activities completed <p>Quality Improvement/ Quality Assurance (QI/QA) activities completed</p>	<p>1.7 Describe outcomes of activities conducted to promote:</p> <ol style="list-style-type: none"> 1. Developmental monitoring, screening, identification and referral, including social-emotional (mental health) for infants and young children (0-5yrs) 2. Work with CCS and/or collaboratives to improve care coordination for CSHCN, especially non-CCS eligible children or children enrolled in CCS in need of services not covered by CCS, link children with positive screens to needed services, and disseminate standard messaging regarding developmental screening 3. Other specific local efforts to serve CSHCN 4. Number of children with positive screen who were referred to services 5. Number and types of policies developed 6. Outcomes of QI/QA
<p>Insert Short and/or Intermediate Outcome Objective(s), Activities, Evaluation/Performance Measures in the appropriate column below.</p>			

¹ 2001-2015 Title V State Priorities

² Title V Requirement

³ State Requirement

Short and/or Intermediate Objective(s)	Intervention Activities to Meet Objectives (Describe the steps of the intervention)	Evaluation/Performance Measures Process, Short and/or Intermediate Measures (Report on these measures in the Annual Report)	
		Process Description and Measures	Short and/or Intermediate Outcome Measure(s)
<p>1.8 At least one specific short and/or intermediate SMART outcome objective(s) to address access and utilization of health and social services</p> <p>Consider addressing problems related to:</p> <ul style="list-style-type: none"> • Access to preventive and medical health services • Access to dental services • Access to mental health and substance use services • Enrollment in insurance for the MCAH population <p>1.8 By June 30, 2016, convene a collaborative of 6 stakeholders to identify the barriers to accessing health care for women and children.</p>	<p>1.8 List activities to address health disparities, social determinants and barriers to increased access to health and human services here.</p> <p>Organize intervention activities and performance measures using the three core functions of public health: Assessment, Policy Development and Assurance. http://www.publichealth.lacounty.gov/qi/corefcns.htm</p> <p>1.8 *Survey clients on what services they are having difficulty accessing and identify barriers.</p> <p>*Collaborate with agency program lead staff and outside partners to identify the barriers to accessing health care.</p> <p>*Work together with MMC in problem solving access to health care issues that clients and stakeholders identify.</p>	<p>1.8 Develop process measures for applicable intervention activities here.</p> <p>1.8 *Describe process of engaging agency staff and partners.</p> <p>*List programs and partners.</p>	<p>1.8 Develop short and/or intermediate outcome related performance measures for the objectives and activities here.</p> <p>1.8 * Brief description of barriers/challenges identified.</p> <p>Number of strategies identified, brief description of strategies</p>

¹ 2001-2015 Title V State Priorities

² Title V Requirement

³ State Requirement

Goal 2: Improve preconception health by decreasing risk factors for adverse life course events among women of reproductive age

- Decrease unintended pregnancies¹
- Decrease the burden of chronic disease¹
- Decrease intimate partner violence¹
- Assure that all pregnant women will have access to early, adequate, and high quality perinatal care with a special emphasis on low-income and Medi-Cal eligible women ²

The shaded area represents required activities. Nothing is entered in the shaded areas.

Short and/or Intermediate Objective(s)	Intervention Activities to Meet Objectives (Describe the steps of the intervention)	Evaluation/Performance Measures Process, Short and/or Intermediate Measures (Report on these measures in the Annual Report)	
		Process Description and Measures	Short and/or Intermediate Outcome Measure(s)
2.1-2.3 All women will have access to quality maternal and early perinatal care, including CPSP services for Medi-Cal eligible women.	Assurance 2.1 Develop MCAH staff knowledge of the system of maternal and perinatal care. Conduct local activities to facilitate increased access to early and quality perinatal care.	Assurance 2.1 Report the following: 1. List of trainings received by staff on perinatal care 2. List activities implemented to increase access of women to early and quality perinatal care 3. Barriers and opportunities to improve access to early and quality perinatal care	Assurance 2.1 Describe outcomes of the following: 1. Behavior or practice change following receipt of training 2. Activities implemented to increase access to and improve the quality of perinatal care 3. Activities addressing the barriers to improve access to early and quality perinatal care
	2.2 Maintain and manage a network of perinatal providers, including certified CPSP providers. Provide technical assistance or education to improve perinatal	2.2 Describe local network of perinatal providers, including CPSP providers (e.g. concentration of Medi-Cal Managed Care, Fee-for Service, etc) List technical assistance activities provided to perinatal and CPSP providers (e.g. resources,	2.2 Describe adequacy of current network of perinatal providers in meeting the needs of local maternal population. Describe improvement/s in provider knowledge or practice following technical assistance on

¹ 2001-2015 Title V State Priorities

² Title V Requirement

³ State Requirement

Short and/or Intermediate Objective(s)	Intervention Activities to Meet Objectives (Describe the steps of the intervention)	Evaluation/Performance Measures Process, Short and/or Intermediate Measures (Report on these measures in the Annual Report)	
		Process Description and Measures	Short and/or Intermediate Outcome Measure(s)
	<p>care access and quality of perinatal services.</p> <p>Conduct activities with local provider networks and/or health plans to improve access to and quality of perinatal services including coordination and integration of care.</p>	<p>referrals, tracking system for follow-up, assessments, interventions, infant care etc).</p> <p>** If above is not applicable to the local site,</p> <p>Summarize perinatal training or education sessions conducted with at-risk, Medi-Cal eligible women.</p> <p>Briefly summarize shared activities performed with current provider networks and/or local health plans to improve access to and quality of perinatal services including coordination and integration of care.</p>	<p>perinatal care access and quality of perinatal services.</p> <p>Describe outcome of shared activities performed with the perinatal provider networks and/or local health plan in improving access to and quality of perinatal services</p>
	<p>2.3 Conduct face-to-face quality assurance/quality improvement (QA/QI) activities with CPSP providers to ensure that protocols are in place and implemented.</p>	<p>2.3 List the types of CPSP provider QA/QI activities conducted during site visits.</p> <p>Report the number of actual site visits conducted with enrolled CPSP providers</p>	<p>2.3 Describe the results of QA/QI activities that were conducted.</p>
Insert Short and/or Intermediate Outcome Objective(s), Activities, Evaluation/Performance Measures in the appropriate column below.			
<p>2.4 At least one specific short and/or intermediate SMART outcome objective(s) to address the health of</p>	<p>2.4 List activities to improve access to early, adequate and high quality perinatal care and maternal health here.</p>	<p>2.4 Develop process measures for applicable intervention activities here.</p>	<p>2.4 Develop short and/or intermediate outcome related performance measures for the objectives and activities here.</p>

¹ 2001-2015 Title V State Priorities

² Title V Requirement

³ State Requirement

Short and/or Intermediate Objective(s)	Intervention Activities to Meet Objectives (Describe the steps of the intervention)	Evaluation/Performance Measures Process, Short and/or Intermediate Measures (Report on these measures in the Annual Report)	
		Process Description and Measures	Short and/or Intermediate Outcome Measure(s)
<p>mothers/women is required here.</p> <p>Consider addressing local problems related to:</p> <ul style="list-style-type: none"> • Late initiation of prenatal care and/or inadequate prenatal care • Perinatal mood and anxiety disorders • Partner/family violence • Burden of chronic disease • Unintended pregnancy <p>2.4a By June 30, 2016, the MCAH Director will have 13 agency programs incorporate and implement preconception health messaging within the agency and community.</p> <p>2.4b By June 30, 2016, survey WIC and MCAH clients to identify the barriers to accessing early and adequate prenatal care for pregnant women.</p>	<p>Organize intervention activities and performance measures using the three core functions of public health: Assessment, Policy Development and Assurance. http://www.publichealth.lacounty.gov/qj/corefcns.htm</p> <p>2.4a *Assess current preconception health messaging.</p> <p>*Identify and collaborate with potential agency programs to incorporate messaging/activities.</p> <p>*Train program lead staff how to utilize preconception health messaging and refer clients as appropriate.</p> <p>2.4b *Survey Hold focus groups with clients on what challenges they are having accessing early and adequate prenatal care.</p> <p>*Collaborate with HCP and community partners to decrease</p>	<p>2.4a *List current preconception health activities and messaging in programs.</p> <p>*List which programs were included, successes and barriers, and types of training they received.</p> <p>*Number of preconception activities in place by programs, activity type and target population served.</p> <p>2.4b *List # of meetings, # of clients and findings.</p> <p>*Describe process of engaging agency staff and partners.</p>	<p>2.4a Number of relevant agency programs incorporating preconception health messages/ 13 out of 18 programs</p> <p>2.4b *Brief description of barriers/challenges identified.</p> <p>Number of strategies identified to access early and adequate prenatal care for pregnant women , brief description of strategies</p>

¹ 2001-2015 Title V State Priorities

² Title V Requirement

³ State Requirement

Short and/or Intermediate Objective(s)	Intervention Activities to Meet Objectives (Describe the steps of the intervention)	Evaluation/Performance Measures Process, Short and/or Intermediate Measures (Report on these measures in the Annual Report)	
		Process Description and Measures	Short and/or Intermediate Outcome Measure(s)
	<p>barriers for women to access services.</p> <p>*Develop a system to track the number of women accessing care and time in pregnancy care is accessed.</p> <p>*Educate clients on the importance of early prenatal care.</p>		

¹ 2001-2015 Title V State Priorities

² Title V Requirement

³ State Requirement

Goal 3: Reduce infant morbidity and mortality

- Reduce pre-term births and infant mortality¹
- Increase safe sleep practices¹
- Increase exclusive breastfeeding initiation and duration ¹

The shaded area represents required activities. Nothing is entered in the shaded areas, except for FIMR LHJs.

Short and/or Intermediate Objective(s)	Intervention Activities to Meet Objectives (Describe the steps of the intervention)	Evaluation/Performance Measures Process, Short and/or Intermediate Measures (Report on these measures in the Annual Report)	
		Process Description and Measures	Short and/or Intermediate Outcome Measure(s)
3.1-3.2 All infants are provided a safe sleep environment	3.1 Assurance Establish contact with parents/caregivers of infants with presumed SIDS death to provide grief and bereavement support services ³ .	3.1 Assurance (Insert number) of parents/caregivers who experience a presumed SIDS death and the number who are contacted for grief and bereavement support services.	
	3.2 Attend the SIDS Annual Conference/ SIDS training(s) and other conferences/trainings related to infant health ³ .	3.2 Provide staff member name and date of attendance at SIDS Annual Conference/training(s) and other conferences/trainings related to infant health.	3.2 Describe results of staff trainings related to infant health.

¹ 2001-2015 Title V State Priorities

² Title V Requirement

³ State Requirement

Short and/or Intermediate Objective(s)	Intervention Activities to Meet Objectives (Describe the steps of the intervention)	Evaluation/Performance Measures Process, Short and/or Intermediate Measures (Report on these measures in the Annual Report)	
		Process Description and Measures	Short and/or Intermediate Outcome Measure(s)
Insert Short and/or Intermediate Outcome Objective(s), Activities, Evaluation/Performance Measures in the appropriate column below.			
<p>3.3 At least one specific objective(s) addressing infant safe sleep practices or SIDS risk reduction community health education is required here.</p> <p>3.3 By June 30, 2016 parents of newborns enrolled in WIC and MCAH programs will demonstrate verbalize increased knowledge and intention to follow safe infant sleep practices and SIDS risk reduction.</p>	<p>3.3 List activities to promote infant safe sleep and SIDS risk reduction education activities to the community here.</p> <p>Organize intervention activities and performance measures using the three core functions of public health: Assessment, Policy Development and Assurance. http://www.publichealth.lacounty.gov/qi/corefcns.htm</p> <p>3.3 *Survey clients on what knowledge they have of SIDS and the associated risk factors.</p> <p>*Distribute and engage parents with NICHD Safe to Sleep materials to parents.</p> <p>*Utilize website, newspaper, and community events to promote safe infant sleep in our county.</p>	<p>3.3 Develop process measures for applicable intervention activities here.</p> <p>3.3 *List # of meetings, # of clients and findings.</p> <p>*List materials provided.</p>	<p>3.3 Develop short and/or intermediate outcome related performance measures for the objectives and activities here.</p> <p>3.3 *Brief description of barriers/challenges identified.</p> <p>Number of parents verbalizing demonstrating increased knowledge and intention to follow safe infant sleep practices and SIDS risk reduction/ the total number of new parents educated</p>
<p>3.4 At least one specific short and/or intermediate SMART outcome objective(s) to address perinatal/infant health is required here.</p>	<p>3.4 List activities to improve perinatal/infant health here.</p> <p>Organize intervention activities and performance measures using the three core functions of public</p>	<p>3.4 Develop process measures for applicable intervention activities here.</p>	<p>3.4 Develop short and/or intermediate outcome related performance measures for the objectives and activities here.</p>

¹ 2001-2015 Title V State Priorities

² Title V Requirement

³ State Requirement

Short and/or Intermediate Objective(s)	Intervention Activities to Meet Objectives (Describe the steps of the intervention)	Evaluation/Performance Measures Process, Short and/or Intermediate Measures (Report on these measures in the Annual Report)	
		Process Description and Measures	Short and/or Intermediate Outcome Measure(s)
<p>Objectives that improve infant health may address local problems related to:</p> <ul style="list-style-type: none"> • Prematurity/Low birth weight • Perinatal substance use • Access to enhanced perinatal (neonatal) services <p>3.4a By June 30, 2016, survey WIC and MCAH clients to identify barriers to physical activity and proper nutrition</p> <p>3.4b By June 30, 2015, 75% of women of reproductive age accessing WIC, Family Planning and IZ services will identify one way they can prevent prematurity.</p>	<p>health: Assessment, Policy Development and Assurance. http://www.publichealth.lacounty.gov/qi/corefcns.htm</p> <p>3.4a *Survey clients on what knowledge they have on preventing obesity, what resources they currently have and what challenges they report.</p> <p>*Collaborate with HCP and community partners to identify behaviors of obese clients and challenges they report.</p> <p>*Teach clients how to develop a small garden and provide fresh vegetables for their family.</p> <p>3.4b *During 1:1 interaction with WIC, Family Planning and IZ clients MCAH staff will distribute educational material that is created by March of Dimes and CDPH and have clients verbalize their understanding.</p> <p>*Prematurity Prevention messages and links placed on the county website.</p>	<p>3.4a *List # of meetings, # of clients and findings.</p> <p>*Describe process of engaging agency staff and partners.</p> <p>3.4b *Briefly describe activities, messaging and educational material used to prevent prematurity.</p> <p>*Describe the process used to determine or evaluate women’s understanding of preventing premature birth (group engagement, posttest, demonstration, statement of commitment, interview, etc.)</p>	<p>3.4a *Brief description of barriers/challenges identified.</p> <p>Number of strategies identified to address barriers or promote and practice nutrition and , brief description of strategies</p> <p>3.4b Number of women of reproductive age accessing WIC, Family Planning and IZ services who identify one way they can prevent prematurity/75% of WIC, Family Planning and IZ clients (estimate is 45/60).</p>

¹ 2001-2015 Title V State Priorities

² Title V Requirement

³ State Requirement

Short and/or Intermediate Objective(s)	Intervention Activities to Meet Objectives (Describe the steps of the intervention)	Evaluation/Performance Measures Process, Short and/or Intermediate Measures (Report on these measures in the Annual Report)	
		Process Description and Measures	Short and/or Intermediate Outcome Measure(s)
	* Utilize various boards/coalitions to coordinate activities/messaging aimed at prematurity prevention.		
For FIMR LHJs Only: 3.5-3.7 Preventable fetal, neonatal and postneonatal deaths will be reduced.	For FIMR LHJs Only: Assessment 3.5 Complete the review of at least ___ cases, which is approximately ___% of all fetal, neonatal, and postneonatal deaths.	For FIMR LHJs Only: Assessment 3.5 Submit number of cases reviewed as specified in the Annual Report table.	For FIMR LHJs Only: Assessment 3.5 Submit periodic local summary report of findings and recommendations (periodicity to be determined by consulting with MCAH).
	Assurance 3.6 Establish, facilitate, and maintain a Case Review Team (CRT) to review selected cases, identify contributing factors to fetal, neonatal, and postneonatal deaths, and make recommendations to address these factors.	Assurance 3.6-3.7 Submit FIMR Tracking Log and FIMR Committee Membership forms for CRT and CAT with the Annual Report.	
	3.7 Establish, facilitate, and maintain a Community Action Team (CAT) to recommend and implement community, policy, and/or systems changes that address review findings.		

¹ 2001-2015 Title V State Priorities

² Title V Requirement

³ State Requirement

Short and/or Intermediate Objective(s)	Intervention Activities to Meet Objectives (Describe the steps of the intervention)	Evaluation/Performance Measures Process, Short and/or Intermediate Measures (Report on these measures in the Annual Report)	
		Process Description and Measures	Short and/or Intermediate Outcome Measure(s)
Insert Short and/or Intermediate Outcome Objective(s), Activities, Evaluation/Performance Measures in the appropriate column below.			
For FIMR LHJs Only: 3.8 One objective addressing the development of interventions to prevent fetal, neonatal, and postneonatal deaths is required here.	For FIMR LHJs Only: 3.8 Based on CRT recommendations, identify and implement at least one intervention involving policy, systems, or community norm changes here.	For FIMR LHJs Only: 3.8 Develop process measures for applicable intervention activities here.	For FIMR LHJs Only: 3.8 Develop short and/or intermediate outcome- related performance measures for the objectives and activities here.

¹ 2001-2015 Title V State Priorities

² Title V Requirement

³ State Requirement

Goal 4: Increase the proportion of children, adolescents and women of reproductive age who maintain a healthy weight

- Increase exclusive breastfeeding initiation and duration¹
- Increase consumption of a healthy diet¹
- Increase physical activity¹

Short and/or Intermediate Objective(s)	Intervention Activities to Meet Objectives (Describe the steps of the intervention)	Evaluation/Performance Measures Process, Short and/or Intermediate Measures (Report on these measures in the Annual Report)	
		Process Description and Measures	Short and/or Intermediate Outcome Measure(s)
<p>4.1 Add specific short and/or intermediate SMART outcome objective(s) here.</p> <p>Consider addressing local problems related to:</p> <ul style="list-style-type: none"> • Exclusive breastfeeding initiation and duration. • Overweight/obesity – children, adolescents, or women. <p>4.1 By June 30, 2016 all school age children in <u>3</u> Sierra County schools will identify at least one way to improve their nutrition and physical activity.</p>	<p>4.1 List activities to meet the Outcome Objective(s) here.</p> <p>Organize intervention activities and performance measures using the three core functions of public health: Assessment, Policy Development and Assurance. http://www.publichealth.lacounty.gov/qi/corefcns.htm</p> <p>4.1 *Utilize educational material from Dairy Council of CA, CDPH, etc. to educate children in classroom setting on obesity prevention.</p> <p>*Educational materials and planned activities will be provided during Back to School night, Kindergarten Roundup, Hands on Health Express, Health Fair and Dental Fair.</p> <p>* Teach clients how to develop a small garden and provide fresh vegetables for their family. * Develop process of evaluating the ability of children to identify ways to improve nutrition and</p>	<p>4.1 Develop process measures for applicable intervention activities here.</p> <p>4.1 *Briefly describe activities, and educational material used to promote obesity prevention.</p> <p>*Brief description of challenges and successes in educating children, parents and teachers and collecting data to demonstrate that the objective was achieved.</p> <p>*Describe the process of evaluating whether children can identify ways to improve nutrition and physical activity.</p>	<p>4.1 Develop short and/or intermediate outcome related performance measures for the objectives and activities here.</p> <p>4.1 Number of school age children in Sierra County schools who have identified at least one way to improve their nutrition and physical activity/number of school age children in Sierra County</p>

¹ 2001-2015 Title V State Priorities

² Title V Requirement

³ State Requirement

Short and/or Intermediate Objective(s)	Intervention Activities to Meet Objectives (Describe the steps of the intervention)	Evaluation/Performance Measures Process, Short and/or Intermediate Measures (Report on these measures in the Annual Report)	
		Process Description and Measures	Short and/or Intermediate Outcome Measure(s)
	physical activity (questionnaire, questionnaire, interview, focus groups, etc.)		

¹ 2001-2015 Title V State Priorities

² Title V Requirement

³ State Requirement

Goal 5: Improve the cognitive, physical, and emotional development of all children

- Reduce unintentional injuries¹
- Reduce child abuse and neglect¹
- Provide developmental screening for all children¹

Short and/or Intermediate Objective(s)	Intervention Activities to Meet Objectives (Describe the steps of the intervention)	Evaluation/Performance Measures Process, Short and/or Intermediate Measures (Report on these measures in the Annual Report)	
		Process Description and Measures	Short and/or Intermediate Outcome Measure(s)
<p>5.1 Add specific short and/or intermediate SMART outcome objective(s) here.</p> <p>Consider addressing local problems related to:</p> <ul style="list-style-type: none"> • Childhood injury • Child abuse and neglect • CSHCN <p>5.1 By June 30, 2016, develop a plan to promote oral health for pregnant women and children.</p>	<p>5.1 List activities to meet the Outcome Objective(s) here.</p> <p>Organize intervention activities and performance measures using the three core functions of public health: Assessment, Policy Development, and Assurance. http://www.publichealth.lacounty.gov/qi/corefcns.htm</p> <p>5.1 *Collaborate with WIC, First 5 and CHDP to <u>develop a plan to promote oral health and</u> promote and provide a Dental Fair, to include oral exams and fluoride varnish, for Pre-K children.</p> <p>*<u>Collaboration to decide</u> Oral health messages and links <u>which will placedbe placed</u> on county website.</p> <p>*Partner with the School District to provide oral health education.</p>	<p>5.1 Develop process measures for applicable intervention activities here.</p> <p>5.1 *Briefly describe activities and educational material used to promote oral health.</p> <p>*Briefly describe knowledge gained from educational interventions.</p> <p>*List oral health messages chosen.</p> <p>*Number of agencies/departments that have agreed to distribute outreach material to clients.</p>	<p>5.1 Develop short and/or intermediate outcome related performance measures for the objectives and activities here.</p> <p>5.1 *Brief description of the <u>status of the</u> oral health promotion plan.</p>

¹ 2001-2015 Title V State Priorities

² Title V Requirement

³ State Requirement

Goal 6: Increase conditions in adolescents that lead to the improved adolescent health

- Decrease teen pregnancies¹
- Reduce teen dating violence, bullying and harassment¹

Short and/or Intermediate Objective(s)	Intervention Activities to Meet Objectives (Describe the steps of the intervention)	Evaluation/Performance Measures Process, Short and/or Intermediate Measures (Report on these measures in the Annual Report)	
		Process Description and Measures	Short and/or Intermediate Outcome Measure(s)
<p>6.1 Add specific short and/or intermediate SMART outcome objective(s) here.</p> <p>Consider addressing local problems related to:</p> <ul style="list-style-type: none"> • Adolescent sexual health • Adolescent pregnancy • Adolescent injuries • Adolescent violence • Adolescent mental health <p>6.1 By June 30, 2016, 75% of Sierra County high school students will demonstrate that they know how to obtain birth control <u>through questionnaire</u>.</p>	<p>6.1 List activities to meet the Outcome Objective(s) here.</p> <p>Organize intervention activities and performance measures using the three core functions of public health: Assessment, Policy Development, and Assurance. http://www.publichealth.lacounty.gov/qi/corefcns.htm</p> <p>6.1 *Engage with high school administrators to determine whether a condom distribution program is available.</p> <p>*Family PACT provider <u>who is a county employee to-will</u> provide birth control education to the Health Classes at the high schools.</p> <p>*Family Planning services, educational material and links placed on county website.</p>	<p>6.1 Develop process measures for applicable intervention activities here.</p> <p>6.1 *Briefly describe birth control educational activities performed with teens.</p>	<p>6.1 Develop short and/or intermediate outcome related performance measures for the objectives and activities here.</p> <p>6.1 *Number of Sierra County high school students will demonstrate that they know how to obtain birth control/75% of Sierra County high school students (estimate 19/25)</p>

1 2001-2015 Title V State Priorities
 2 Title V Requirement
 3 State Requirement

DUTY STATEMENT

MCAH Director

Health Jurisdiction: Sierra County

Program: Maternal, Child and Adolescent Health

Program Position: MCAH Director #1

County Job Specification: Senior Public Health Nurse

General Responsibilities

The MCAH Director plans, organizes, controls, and leads the MCAH program. The MCAH Director also oversees the Perinatal Services Program and SIDS as the coordinator (PSC). This position must be a Skilled Professional Medical Personnel (SPMP).

Specific Duties

- Planning and Policy Development of the Sierra County MCAH program.
- Coordinate and implement the allocation of MCAH funding. This includes developing budget plans and reviewing quarterly invoicing.
- Evaluate progress toward meeting the program objectives. This includes gathering and analyzing data for program planning, management, and assessment.
- Provide expert medical consultation and case conference collaboration to include addressing strategies to promote access to care and use of Medi-Cal services.
- Collaborate with community providers/agencies/organizations in the planning and development of solutions for barriers to care, increasing health education and health promotion.
- Foster local, regional and state partnerships to improve MCAH services.
- Attend statewide meetings and trainings.
- Collaborate with other agencies and community groups to improve the availability and efficacy of services, and to minimize the duplication of effort.
- Facilitate collaboration, coordination, communication and cooperation among providers of services and advocacy for MCAH programs.
- Attend meetings of various community networks, agencies or individuals that provide services.
- Develop community awareness and support for MCAH programs through outreach activities.
- Provide educational materials and training to medical and social service professionals as well as clients.
- Maintain proper documentation and prepare reports.
- Attend staff meetings and perform documentation of time and expense.
- Ensure MCAH activities meet Title V grant time expenditures for Preventative and Primary Care Services for Children (PPCSC), and Children with Special Health Care Needs (CSHCN).

DUTY STATEMENT

Perinatal Services Coordinator

Health Jurisdiction: Sierra County

Program: Maternal, Child and Adolescent Health

Program Position: Perinatal Services Coordinator (PSC) #2

County Job Specification: Senior Public Health Nurse

General Responsibilities

Under the general direction of the MCAH Director, the Sr. Public Health Nurse functions in the Perinatal Services Program as its coordinator (PSC). This position must be a Skilled Professional Medical Personnel (SPMP).

Specific Duties

- Promotes, develops and coordinates professional and community resources to serve the multi-disciplinary needs of women of childbearing years and their partners including their families.
- Identifies and interacts with health care providers, key informants in the community, coalitions, etc., for the purpose of sharing analyses of local vital statistics, identifying at risk populations and conducting surveys to assess health needs in the community.
- Identifies barriers to the provision of health and human services for MCAH population.
- Participates in outreach activities that improve community health indicators for women and their partners, children, and their families.
- Participates in quality assurance activities that improve community health indicators for women and their partners, children and families.
- Provides on-going liaison with the community and health care providers around issues of preventive health services, medical care, and program policy and regulations.
- Educates the health care providers and the community about the components of preconception and interconception health, the reproductive life plan, and breastfeeding.
- Responsible for local CPSP Program monitoring such as : coordinating and facilitating a process to improve provider protocols, staff orientation, improvement in provision and receipt of perinatal services; facilitating provider specific quality improvement process (ie. identifying barriers to perinatal care, improving office/administrative systems to track client follow-up and completion of referrals, improving care coordination and resource utilization ; and coordinating and conducting provider QA visits that involve any of the following : chart reviews, administrative review or CPSP component observation and staff interview

- Responsible for providing consultation and technical assistance in the completion of the CPSP application process and required provider agreements, and the submission of final recommendation to state MCAH regarding provider application.
- Provides technical assistance to the CPSP providers in the implementation of required CPSP components.

DUTY STATEMENT

SIDS Coordinator

Health Jurisdiction: Sierra County

Program: Maternal, Child and Adolescent Health

Program Position: SIDS Coordinator #3

County Job Specification: Senior Public Health Nurse

General Responsibilities

Under the general direction of the MCAH Director, the Sr. Public Health Nurse functions as the SIDS coordinator. This position must be a Skilled Professional Medical Personnel (SPMP).

Specific Duties

- Promotes community awareness of safe sleeping measures and patient education regarding SIDS prevention.
- Provides CPSP providers and home visitors with information regarding SIDS risk factors and safe sleeping.
- Follow up with families who have experienced a SIDS death by making contact, offering support, resource information, and sending a report to the State SIDS Program.
- Attend quarterly meetings of the Northern California SIDS Advisory Group and the Annual SIDS Conference.
- Review Coroner's Final Reports on possible SIDS diagnosis, infant's sleeping position and other related data.
- Prepare written reports on SIDS and maintain on file all data collection for reporting purposes.

DUTY STATEMENT

Public Health Educator

Health Jurisdiction: Sierra County

Program: Maternal, Child and Adolescent Health

Program Position: Public Health Educator #4

County Job Specification: Public Health Educator

General Responsibilities

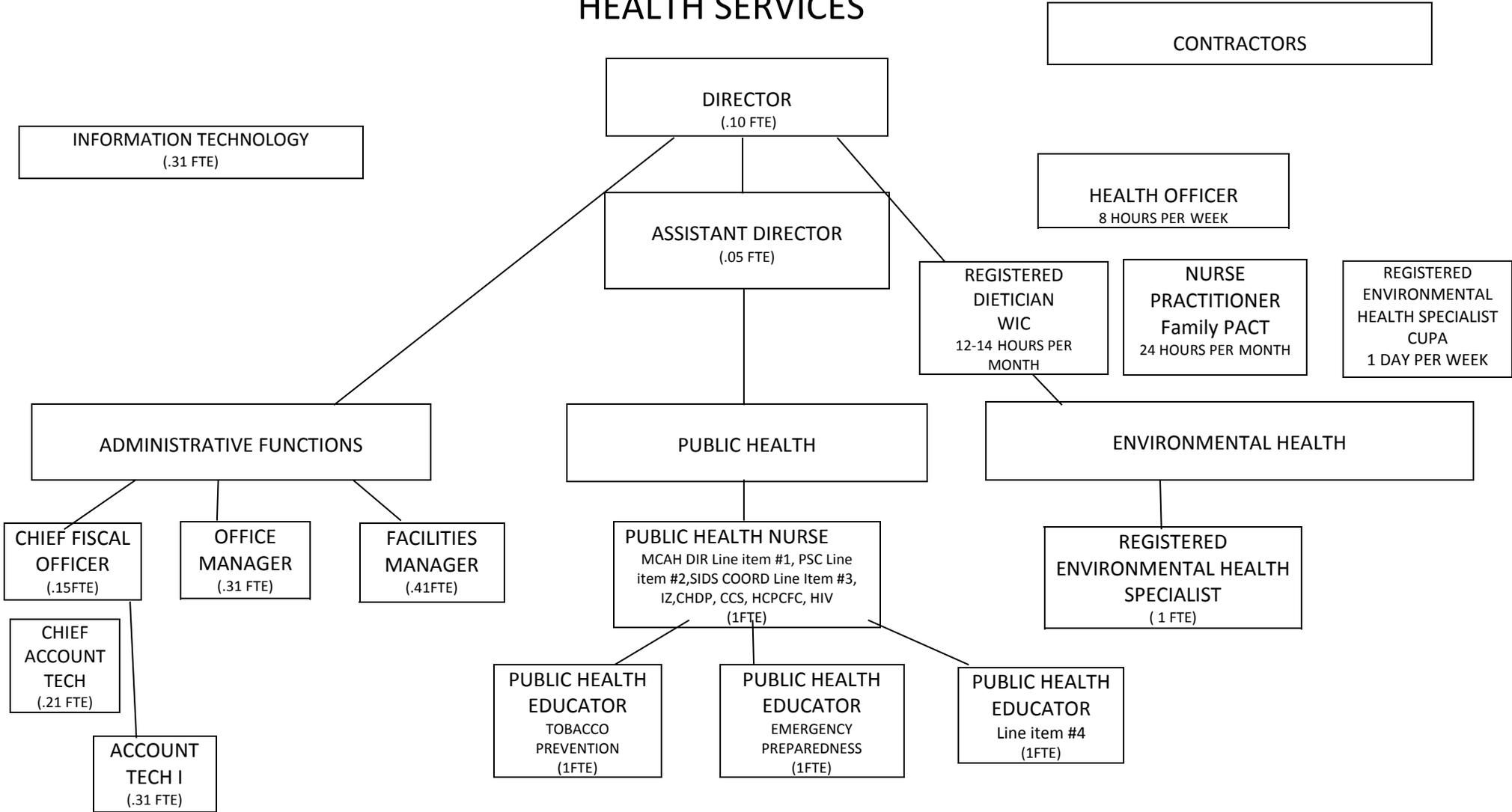
Under the general direction of the MCAH Director, the Public Health Educator carries out the following duties and others as assigned.

Specific Duties

- Promotes Maternal, Child and Adolescent Health.
- Work in conjunction with MCAH Director to conceptualize, develop and maintain public health education programs.
- Develop and present trainings, workshops, and classes that promote public health practices and education.
- Collect, analyze and report on public health program data and disseminate information to appropriate partners.

SIERRA COUNTY HEALTH AND HUMAN SERVICES

HEALTH SERVICES



BUDGET SUMMARY	FISCAL YEAR 2015-16	BUDGET ORIGINAL	BUDGET STATUS ACTIVE	BALANCE
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Version 4.4A-50 Quarterly

Program: Maternal, Child and Adolescent Health	UNMATCHED FUNDING				NON-ENHANCED MATCHING (50/50)		ENHANCED MATCHING (75/25)				
Agency: 201546 Sierra	MCAH-TV		AGENCY FUNDS		MCAH Cnty-N		MCAH Cnty-E				
SubK:	(1)	(2)	(3)	(6)	(7)	(10)	(11)	(14)	(15)	(16)	(17)
	TOTAL FUNDING	%	TITLE V	%	Agency Funds*	%	Combined Fed/Agency*	%	Combined Fed/Agency*		
	ALLOCATION(S) →		80,002								

EXPENSE CATEGORY	(1)	(2)	(3)	(6)	(7)	(10)	(11)	(14)	(15)	(16)	(17)
(I) PERSONNEL	50,471		48,063						2,408		
(II) OPERATING EXPENSES	15,206		14,491				715				
(III) CAPITAL EXPENDITURES											
(IV) OTHER COSTS	5,700		5,432				268				
(V) INDIRECT COSTS	12,618		12,016				602				
BUDGET TOTALS*	83,995	95.25%	80,002		-	1.89%	1,585	2.87%	2,408		
BALANCE(S) →											

TOTAL TITLE V	80,002	→	80,002								
TOTAL -	-	→									
TOTAL -	-	→									
TOTAL TITLE XIX	2,599	→				[50%]	793	[75%]	1,806		
TOTAL AGENCY FUNDS	1,395	→				[50%]	793	[25%]	602		

\$	82,601	Maximum Amount Payable from State and Federal resources
WE CERTIFY THAT THIS BUDGET HAS BEEN CONSTRUCTED IN COMPLIANCE WITH ALL MCAH ADMINISTRATIVE AND PROGRAM POLICIES.		
_____ MCAH/PROJECT DIRECTOR'S SIGNATURE	_____ DATE	_____ AGENCY FISCAL AGENT'S SIGNATURE
		_____ DATE

* These amounts contain local revenue submitted for information and matching purposes. MCAH does not reimburse Agency contributions.

STATE USE ONLY - TOTAL STATE AND FEDERAL REIMBURSEMENT	PCA Codes	MCAH-TV	AGENCY FUNDS	MCAH Cnty-N	MCAH Cnty-E
(I) PERSONNEL		53107		53118	53117
		48,063			1,806
(II) OPERATING EXPENSES		14,491		358	
(III) CAPITAL EXPENSES					
(IV) OTHER COSTS		5,432		134	
(V) INDIRECT COSTS		12,016		301	
Totals for PCA Codes	82,601	80,002		793	1,806

Program: Agency: SubK:	Maternal, Child and Adolescent Health			UNMATCHED FUNDING				NON-ENHANCED MATCHING (50/50)		ENHANCED MATCHING (75/25)			
	201546 Sierra			MCAH-TV		AGENCY FUNDS		MCAH Cnty-N		MCAH Cnty-E			
	(1)	(2)	(3)	(6)	(7)	(10)	(11)	(14)	(15)	(16)	(17)		
TOTAL FUNDING			%	TITLE V	%	Agency Funds*	%	Combined Fed/Agency*	%	Combined Fed/Agency*			

(II) OPERATING EXPENSES DETAIL											% PERSONNEL MATCH		
TOTAL OPERATING EXPENSES		15,206			14,491					715			4.70%
	TRAVEL	1,500	95.30%		1,430			4.70%		71			4.70%
	TRAINING	2,100	95.30%		2,001			4.70%		99			4.70%
1	Communications	1,000	95.30%		953			4.70%		47			
2	Office Supplies	3,000	95.30%		2,859			4.70%		141			
3	Building/General Maintenance	3,364	95.30%		3,206			4.70%		158			
4	Rents/Leases	600	95.30%		572			4.70%		28			
5	Utilities	1,500	95.30%		1,430			4.70%		71			
6	Staff Training	100	95.30%		95			4.70%		5			
7	Collect Calls	42	95.30%		40			4.70%		2			
8	Professional Services	2,000	95.30%		1,906			4.70%		94			
9													
10													
11													
12													
13													
14													
15													

** Unmatched Operating Expenses are not eligible for Federal matching funds (Title XIX). Expenses may only be charged to Unmatched Title V (Col. 3), State General Funds (Col. 5), and/or Agency (Col. 7) funds.

(III) CAPITAL EXPENDITURE DETAIL											
TOTAL CAPITAL EXPENDITURES											

(IV) OTHER COSTS DETAIL											% PERSONNEL MATCH		
TOTAL OTHER COSTS		5,700			5,432					268			4.70%
SUBCONTRACTS													
1	TBD Educational Speaker	1,000	95.30%		953			4.70%		47			
2													
3													
4													
5													
OTHER CHARGES													
1	Educational Materials	4,700	95.30%		4,479			4.70%		221			Match Available
2													
3													
4													
5													

Program: Agency: SubK:	Maternal, Child and Adolescent Health		UNMATCHED FUNDING				NON-ENHANCED MATCHING (50/50)		ENHANCED MATCHING (75/25)			
	201546 Sierra		MCAH-TV		AGENCY FUNDS		MCAH Cnty-N		MCAH Cnty-E			
	(1)	(2)	(3)	(6)	(7)	(10)	(11)	(14)	(15)	(16)	(17)	
TOTAL FUNDING		%	TITLE V	%	Agency Funds*	%	Combined Fed/Agency*	%	Combined Fed/Agency*			

(V) INDIRECT COSTS DETAIL									
TOTAL INDIRECT COSTS		12,618		12,016				602	
25.00% of Total Wages + Fringe Benefits		12,618	95.23%	12,016			4.77%	602	

(I) PERSONNEL DETAIL												
TOTAL PERSONNEL COSTS				50,471			48,063			2,408		
FRINGE BENEFIT RATE		41.80%		14,878			14,168			710		
TOTAL WAGES				35,593			33,895			1,698		
INITIALS	TITLE OR CLASSIFICATION	% FTE	ANNUAL SALARY	TOTAL WAGES						J-Perf MCF Per Staff	Total Match	
1 SA	MCAH Director	38.00%	70,160	26,661	94.00%	25,061			6.00%	1,600	64.3%	6.00%
2 SA	PSC	7.00%	70,160	4,911	98.00%	4,813			2.00%	98	64.3%	2.00%
3 SA	MCAH Director for SIDS	4.00%	70,160	2,806	100.00%	2,806					64.3%	
4 TBD	Public Health Educator	2.50%	48,611	1,215	100.00%	1,215					64.3%	
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SIERRA COUNTY

Board of Supervisors
P.O. Drawer D
Downieville, California 95936
Telephone (530) 289-3295
Fax (530) 289-2830



16 February 2016

State of California
Department of Parks and Recreation
Off Highway Motor Vehicle Commission
1725 23rd Street, Suite 200
Sacramento, CA 95816

Subject: Trail maintenance grant letter of support

Dear Commissioners:

This letter is to support the grant application of the Sierra Buttes Trail Stewardship with respect to their continuance of trail maintenance on OHV trails in western Sierra County.

Some 70% of the landmass of Sierra County is national forest system lands and both OHV and single track non motorized bike recreation is of great demand to outdoor recreation enthusiasts. While Sierra County remains California's second least populated county with a population of just 3,100, it is within a four hour drive from the urban centers of both Sacramento and the San Francisco bay area. A unique trail system that has been developed over the past two decades with support from both the US Forest Service – Tahoe National Forest and the Sierra Buttes Trail Stewardship is now both regionally and nationally known. As the venue for over a decade of the Downieville Classic (and its predecessor the Coyote Classic), the trail from the lakes basin region that ends in the charming gold rush community of Downieville is the gem of a number of OHV opportunities in the region.

We applaud the efforts of both the Sierra Buttes Trail Stewardship and the US Forest Service in creating and maintaining these recreational opportunities for all Californians. Services to meet the demands of these users are critical both to protect the pristine environment and to give both type users the safe and enjoyable resources they desire.

The Sierra Buttes Trail Stewardship has a over a decade of vision with respect to protecting and enhancing outdoor recreation opportunities in both Sierra and Plumas Counties.

Sincerely,

SIERRA COUNTY
BOARD OF SUPERVISORS

By:

LEE ADAMS
Chair

Lee Adams
District No. 1
P.O. Box 1
Downieville, CA 95936

Peter W. Huebner
District No. 2
P.O. Box 349
Sierra City, CA 96125

Paul Roen
District No. 3
P.O. Box 43
Calpine, CA 96124

Jim Beard
District No. 4
P.O. Box 1040
Loyalton, CA 96118

Scott A. Schlefstein
District No. 5
P.O. Box 192
Loyalton, CA 96118

FOR DISCUSSION PURPOSES ONLY

Proposed Downieville Trail System Maintenance

Statement of Proposed Ground Operations Activity:

The project consists of trail maintenance activities on OHV System Trails located in the Tahoe Forest near the town of Downieville, CA in Sierra County.

Sierra Buttes Trail Stewardship (501c3 non-profit) will perform maintenance on 44.1 miles of the Downieville OHV Trail System, specifically: Butcher Ranch (6.5 miles), Pauley Creek (2.6 miles), Big Boulder (3.2 miles), First Divide (3.2 miles), Second Divide (5.9 miles), Third Divide (3.2 miles), Downie River (8.4 miles), Halls Ranch (5.30 miles) and Fiddle Creek (5.8 miles) trails. This important network of trails provides an economic benefit to Sierra County through the attraction of recreational tourism.

Project coordination and monitoring will be carried-out by Tahoe Forest. In order to manage, control and measure the projects success, project coordinators will plan work assignments, equipment use and manage costs. Tahoe Forest has developed strict standards to protect resources within the Downieville Trail System and resource specialists are involved in OHV management. Routine soil monitoring surveys will be performed in accordance with the 2008 Soil Standards. Maintenance of these trails been approved through an Environmental Analysis conducted by the Tahoe Forest.

Project Goals:

- Perform critical trail maintenance work on the Downieville Trail System OHV routes. Trails included in the proposal are classified as heavy-use trails and are primary pathways in the Downieville Trail System.
- Protect against watershed contamination and reduce erosion by constructing proper drainage and armoring the trail tread. These trails see an estimated 90,000 users each season and are located in major watersheds: North Yuba River, Pauley Creek, Butcher Ranch Creek, Lavezzola Creek, Downie River, Rattlesnake Creek and Fiddle Creek.
- Educate trail users on Tread Lightly techniques and proper trail etiquette through organized volunteer trail workdays. Motorcycle riders, hikers, mountain bikers, and equestrians use these trails. SBTS is partnering with local user groups for volunteer labor, erosion monitoring, and educating trail users on important principles of multiple-user etiquette and "Tread Lightly" techniques.
- Create employment by hiring a local, 2-3- person trail crew (crew supervisor, crew members) for a 10- month paid position. Crew Supervisor will be paid at a rate of \$31 p/hour and crewmembers will be paid at \$17 p/hour.

Trail maintenance activities include:

1. Brushing- removal of excess vegetation from within the trail corridor. This will be accomplished using chain saws and pruning shears.
2. Grooming- filling small ruts developed in the trail tread and removing slough material. The slough will also be used to fill ruts on the trail tread. Grooming is accomplished using hand-scraping tools, and in more severe cases, a mini excavator is used. All tools and equipment are spray washed prior-to implementation.
3. Tread Armoring- tread armoring is performed to protect from soil loss in areas where the grade is either too steep to sustain wheeled traffic or in low spots that develop puddles. Native rock is used in all tread armoring and requires the following tools and equipment: hand digging tools, mini excavator, griphoist, Magnum Buster with charges,

Pionjar rock drill and motorized wheelbarrow for rock transport.

4. Volunteer Opportunities- volunteer workdays will be offered throughout the trail season and provide an opportunity for the public to learn about and participate in the project. Volunteers will help maintain the trail tread and perform brushing with handsaws and pruning shears. SBTS has a long history of leading volunteer work crews safely and effectively on a wide range of trail projects on private, county, state and federal lands. All trail projects and volunteer work days will be publicized through regional newspapers, outdoor clubs, local Sierra County businesses, and featured on the sierratrails.org website.

Funding:

- SBTS will seek approximately \$35,000 from California OHV grants program.
- SBTS will provide at least a 51% grant match, by utilizing the following:
 - Funds raised through 5 Bucks a Foot campaign, Downieville Classic event and Yuba Expeditions shuttle operation
 - Volunteer labor
 - Tools and Equipment
 - Travel (staff & volunteer)

SIERRA COUNTY

Board of Supervisors
P.O. Drawer D
Downieville, California 95936
Telephone (530) 289-3295
Fax (530) 289-2830



16 February 2016

State of California
Department of Parks and Recreation
Off Highway Motor Vehicle Commission
1725 23rd Street, Suite 200
Sacramento, CA 95816

Subject: Proposed Pack Saddle trail and staging area

Dear Commissioners:

This letter is to support the grant application of the Sierra Buttes Trail Stewardship with respect to a proposed OHV trailhead, staging area, and multiple use trail in the Pack Saddle area of Sierra County.

Some 70% of the landmass of Sierra County is national forest system lands and both OHV and single track non motorized bike recreation is of great demand to outdoor recreation enthusiasts. In the lakes basin area of Sierra County, home of the majestic Sierra Buttes, trail systems that support both OHV and single track recreation have become increasingly discovered over the past two decades and are now a mainstay to the region's economy.

Services to meet the demands of these users are critical both to protect the pristine environment and to give both type users the safe and enjoyable resources they desire.

The Sierra Buttes Trail Stewardship has a over a decade of vision with respect to protecting and enhancing outdoor recreation opportunities in both Sierra and Plumas Counties.

Sincerely,

SIERRA COUNTY
BOARD OF SUPERVISORS

By:

LEE ADAMS
Chair

Lee Adams
District No. 1
P.O. Box 1
Downieville, CA 95936

Peter W. Huebner
District No. 2
P.O. Box 349
Sierra City, CA 96125

Paul Roen
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District No. 4
P.O. Box 1140
Loyalton, CA 96118

Scott A. Schlefstein
District No. 5
P.O. Box 192
Loyalton, CA 96118

FOR DISCUSSION PURPOSES ONLY

Proposed Pack Saddle Trail and Staging Area

Project Proposal (for discussion purposes only)

The proposed project includes 2 planning elements:

1. Propose an OHV trailhead/staging area in the Pack Saddle area (dirt parking, pit toilet bathroom, motorcycle load/unload ramp, information kiosk). There is currently not an established trailhead for OHV users in the Pack Saddle area.
2. Propose a motorized multiple-use trail that connects the Pack Saddle OHV staging area to the Downieville Trail System. There is currently not a legal OHV trail from Pack Saddle to the Downieville Trail System.

Grant Source:

California Off Highway Vehicle (OHV) - http://ohv.parks.ca.gov/?page_id=26468

Grant Type:

Planning (design, layout, mapping, engineering and design specifications, CEQA, NEPA)

Partnership Roles:

Tahoe Forest, Yuba River Ranger District (USFS):

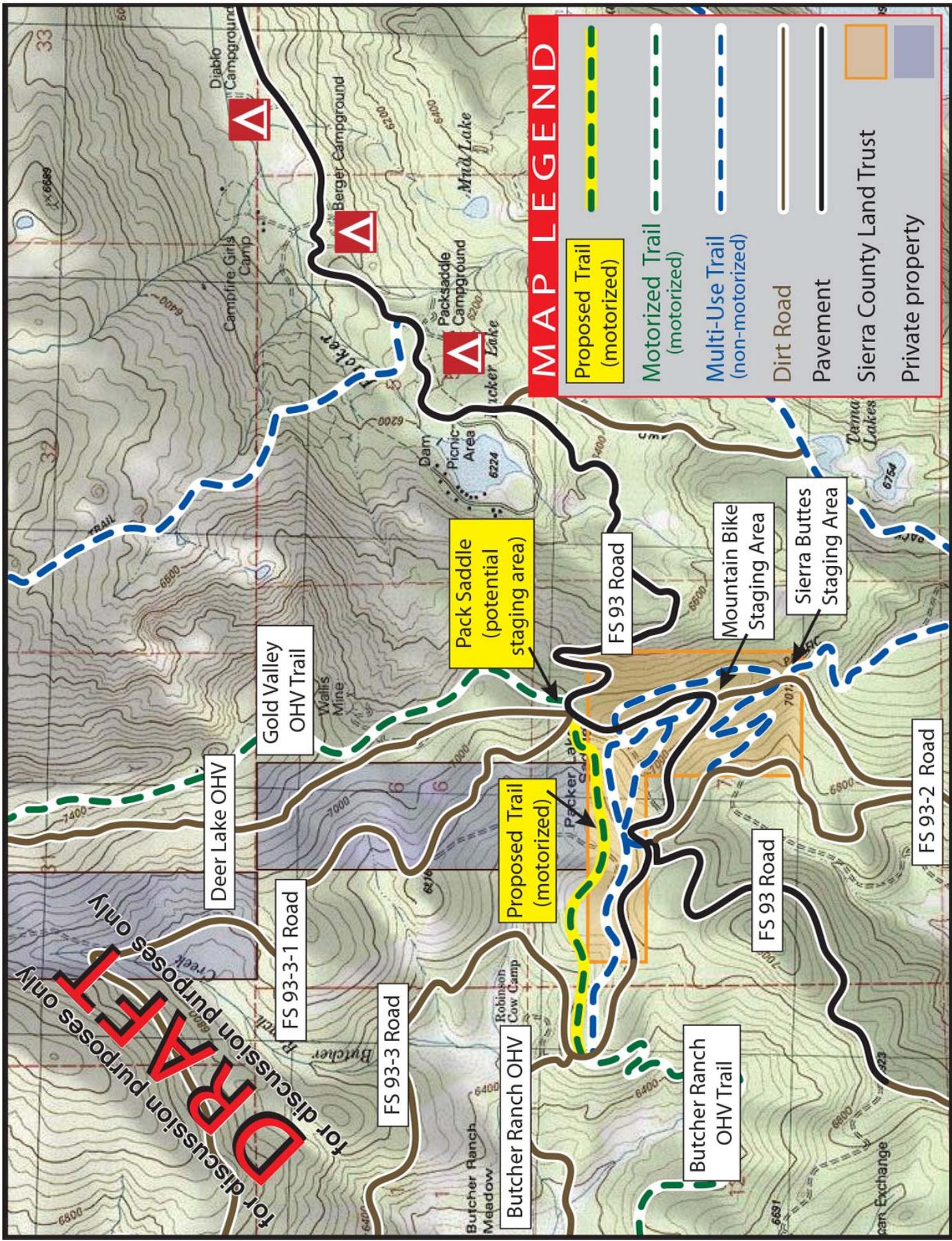
- OHV Grant applicant
- Responsible for performing NEPA on portions of the project that are located on federal land.
- Provide biological and cultural inventories of the project areas for CEQA and NEPA including private parcels as needed
- Provide project oversight and construction design specifications (staging area and trail)
- Responsible for payments to contractors (CEQA, trail design)

Sierra County Land Trust (SCLT):

- Provide letter of permission to California OHV for the project to proceed on property.
- Responsible for performing CEQA documentation on SCLT land (paid as contractor from grant)
- Provide easement to public for required amount of time under grant guidelines

Sierra Buttes Trail Stewardship (SBTS):

- Provide trail layout, design, flagging and mapping for sections of trail located on SCLT property (paid as contractor from grant)
- Work with Yuba River Ranger District staff to provide trail layout, design, flagging and mapping for sections of trail located on USFS property (paid as contractor from grant)
- Request letter of support from Sierra County Board of Supervisors
- Contact Josh Finn (adjacent landowner to north). Make him aware of the project and see if he is open to the option of having a section of the trail cross his property



MAP LEGEND

- — — Proposed Trail (motorized)
- — — Motorized Trail (motorized)
- — — Multi-Use Trail (non-motorized)
- Dirt Road
- Pavement
- Sierra County Land Trust
- Private property

DRAFT

for discussion purposes only

Deer Lake OHV

Gold Valley OHV Trail

FS 93-3-1 Road

FS 93-3 Road

Proposed Trail (motorized)

Butcher Ranch OHV

Butcher Ranch OHV Trail

Pack Saddle (potential staging area)

FS 93 Road

Mountain Bike Staging Area

Sierra Buttes Staging Area

FS 93 Road

FS 93-2 Road



**PROFESSIONAL SERVICES AGREEMENT
COUNTY OF SIERRA**

This Contract for Professional Services (the "Contract") is made between Robert J. Shulman, Attorney at Law ("Attorney") and the County of Sierra, a political subdivision of the State of California ("County"), with an effective date of December 15, 2015.

WHEREAS, the Attorney provides legal services to public entities in California, and has previously served as a county counsel in California for 24 years; and,

WHEREAS, the County seeks to have independent legal advice in connection with the County's review of its policies and procedures for the selection and contracting of an appointive county officer to handle civil legal matters.

NOW, THEREFORE, it is agreed as follows:

1. The Attorney is retained to perform the scope of services set forth in the recital above, and as further elaborated in an Addendum, if any. The Attorney is authorized to provide such specific services as are requested or approved by the Board of Supervisors or its designees. All legal work and communication by the Attorney is presumed to be covered by the attorney-client and attorney work product privileges.
2. The Attorney shall track his hours of legal work by tenths of an hour. Copying and other incidental out of pocket expenses shall be reimbursed based on a receipt. Travel is not deemed legal work, but travel costs shall be reimbursed according to County policy. He shall send an itemized invoice monthly to the County, to be submitted within the first 20 days of the month following the month in which services are rendered. The hourly rate is \$125.00, and this Contract is not to exceed \$5,000 total, unless amended in writing. The taxpayer ID of the Attorney is available confidentially on request.
3. The Attorney shall perform the legal services in accordance with the prevailing standard practice for a legal professional in California. The Attorney has not elected to obtain professional errors and omission insurance coverage, in order to have a more affordable hourly rate.
4. The Attorney's retention is strictly as an independent contractor. This Agreement may not be assigned, delegated or transferred.
5. This Contract may be supplemented by additional terms and conditions acceptable to the County, unless they are inconsistent with the wording of this Contract. Such additional terms may be attached as an Addendum One to this Contract showing the initials of each party.

COUNTY OF SIERRA

ATTORNEY

Name: _____
Title: _____

Robert J. Shulman

Dated: _____

Dated: _____

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

MEETING DATE: February 16, 2016	TYPE OF AGENDA ITEM: <input type="checkbox"/> Regular <input type="checkbox"/> Timed <input checked="" type="checkbox"/> Consent
-------------------------------------------	-----------------------------------------------------------------------------------------------------------------------------------------------

DEPARTMENT: Clerk-Recorder APPROVING PARTY: Heather Foster PHONE NUMBER: 530-289-3295

AGENDA ITEM: Minutes from the regular meeting held on January 5, 2016.

SUPPORTIVE DOCUMENTS ATTACHED: Memo Resolution Agreement Other
Minutes

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: <input type="checkbox"/> Approved <input type="checkbox"/> Approved as amended <input type="checkbox"/> Adopted <input type="checkbox"/> Adopted as amended <input type="checkbox"/> Denied <input type="checkbox"/> Other <input type="checkbox"/> No Action Taken	<input type="checkbox"/> Set public hearing For: _____ <input type="checkbox"/> Direction to: _____ <input type="checkbox"/> Referred to: _____ <input type="checkbox"/> Continued to: _____ <input type="checkbox"/> Authorization given to: _____	Resolution 2016- _____ Agreement 2016- _____ Ordinance _____ Vote: Ayes: Noes: Abstain: Absent: <input type="checkbox"/> By Consensus
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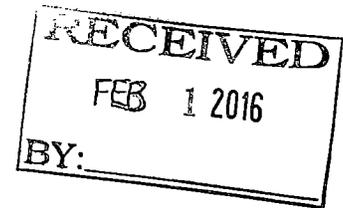
COMMENTS:

CLERK TO THE BOARD

DATE

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

Sonoma County Juvenile Justice Commission



January 25, 2016

Dear Board of Supervisors,

As the Sonoma County Juvenile Justice Commission, we believe that Residential Treatment for Foster Youth is under attack in California. In the past five years, over half of all treatment facilities providing services for children and adolescents in California have closed.

Our commission is extremely concerned about state policy changes surrounding the care and treatment of one of our most vulnerable populations, children with histories of significant abuse and neglect. These children have often experienced profound trauma, which can include severe physical and sexual abuse, drug exposure in utero, and various forms of neglect including lack of medical care, safe housing, malnutrition, and starvation.

No one would argue that we would like all children to grow up with the support of a family. However, families are often ill equipped to deal with the extreme behaviors some foster children, with emotional disturbances and mental illness, exhibit. Behaviors can include, self-harm and suicidal behaviors, sexual acting out, violent and assaultive behaviors, elopement, school failures, and many other serious behavioral issues related to symptoms of anxiety, depression, and attachment.

Limited research has been used and cherry picked to further the agenda of individuals who believe that our most traumatized children only need to be with a family to "heal" from this trauma. The truth is that many of these children will carry the trauma of their childhood throughout their lives, resulting in higher rates of substance abuse, incarceration, psychiatric hospitalization, and homelessness than the general population.

The goal of placing youth in family settings first is not a new policy. Youth who are referred to residential care programs have usually suffered many years of failed placements with family and in foster care before residential treatment is considered. These placement failures only add to a youth's history of trauma and failure. For youth whose needs cannot or have not been met in less-restrictive settings such as family-based programs or foster care, treatment in a quality residential treatment program, provided at the right time, for the appropriate length of time is essential.

Each county in the state of California is required to have a Juvenile Justice Commission (JJC) as established by the Welfare and Institutions Code. The JJC may inquire into the operation of any group home that serves children. Hundreds of JJC commissioners in California inspect group homes and interview youth annually. Continuum of Care reform was developed with feedback from everyone except California's Juvenile Justice Commissioners.

During the 1990's Australian State and Territory governments closed residential programs. The reported justification for this policy change was that foster care was more beneficial and less expensive. In the late 1980s the same decision was made in parts of the UK in favor of foster care. The conclusion was it didn't work. Currently, both countries have increased their investment in therapeutic residential care for this special population.

Residential Treatment for youth with this level of trauma should not be relegated to an arbitrary goal of a specific number of days in treatment. Treatment should be guided by the child's current needs and in which setting they can best be met. We believe quality residential care should be an essential element of any continuum of care and, when needed, can be the treatment approach of choice to therapeutically address the impact of trauma.

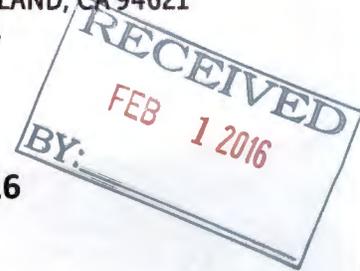
Please consider the need for ensuring that quality residential care remain available and can be a significant part of the continuum of care.

Sincerely,

Sonoma County Juvenile Justice Commission



AMERICAN LUNG ASSOCIATION IN CALIFORNIA
 333 HEGENBERGER ROAD, SUITE 450, OAKLAND, CA 94621
 phone: 510.638.5864 | fax: 510.638.8984



State of Tobacco Control Report to be Released February 3, 2016

Report will include tobacco control grades for all 58 Counties in California

Dear County Board of Supervisors:

We are pleased to announce the upcoming release of the 14th annual American Lung Association *State of Tobacco Control* report on February 3, 2016. This report assigns grades to the federal government and states based on their tobacco control laws and regulations in effect as of January 2, 2015 for Smokefree Air, Tobacco Taxes, Tobacco Prevention and Control Program Funding, and Access to Cessation Services.

In conjunction with the national report, the American Lung Association in California will release tobacco control report cards for all 482 incorporated cities and towns and 58 counties in California. The *State of Tobacco Control 2016 – California Local Grades* report is based on a review of all county and municipal codes in the state in four key policy areas. Since the first California report, the number of communities with an overall A or B grade has increased dramatically.

While we have made enormous progress in the fight against tobacco, it is still the number one cause of preventable death in the United States and in California. Since 1964, we have cut smoking rates by more than half, dramatically reduced exposure to secondhand smoke, reduced rates of lung cancer and other tobacco-related diseases and fundamentally changed public attitudes about tobacco resulting in millions of lives saved. Despite this progress, tobacco remains a dangerous threat, killing almost 40,000 Californians each year, causing illness in even more residents and costing the state more than \$18 billion in health care bills and lost productivity. More needs to be done to decrease these numbers and to stop the 440,000 kids alive today who will ultimately die prematurely from tobacco-related disease.

Every year, we see cities and counties across the state adopt policies to improve the health and wellness of their residents. These residents and their stories represent the real, tangible impact that these policies can have on a community. And, over the past 50 years, we have developed proven strategies that can achieve our public health goals if they are fully and effectively implemented. These strategies are reflected in the grading categories in both the national and local SOTC reports.

We encourage you to visit the American Lung Association in California website www.lung.org/California on February 3 to view the state and local tobacco control report cards and learn how to take action in the fight against tobacco. Visit our About Us page at www.lung.org/california to contact your local American Lung Association office for more information on the impact smoking is taking on your community and what can be done to combat it.

We hope you will join us in the fight to breathe easier.

Olivia J. Gertz
 President & Chief Executive Officer

Vanessa Marvin
 Vice President, Public Policy & Advocacy

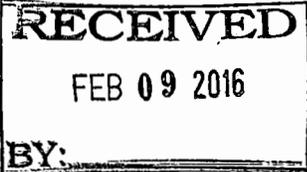
Contact: Vanessa Marvin, Vice President of Public Policy & Advocacy (916) 585-7671 or Vanessa.Marvin@lung.org

Visit lung.org/california

Watch youtube.com/californialung

Like facebook.com/alacalifornia

Follow twitter.com/californialung



Sherrie L. Allen: Vice President
Alleghany County Water District Board
P.O. Box 943
Alleghany, CA. 95910
(530) 287-3469

February 5, 2016

To: Sierra County Clerk Recorder:
P.O. Drawer A
Downieville, CA. 95910

Also:

To: Alleghany County Water District
P.O. Box 860
Alleghany, CA. 95910

Respectfully: I must tender my formal resignation as a member of Alleghany County District Board, effective today. I will surrender all Water Board Materials and remove my name as a signer at Banks affiliated with the Board, as soon as possible.

I must be available and dedicate my time to a close family member who is in need of (long term) transportation and care.

Regretfully: I am unable to complete this term of service, which ends in December of 2016.

Apologies: To The County of Sierra, Alleghany County Water District Board, and the Community of neighbors and friends that I have been honored to serve through the years.

Sincerely: Sherrie Lee Allen Dated: 2/05/16
Sherrie Lee Allen February 05, 2016

End Note: This letter mailed as required: Sierra County Clerk and Alleghany County Water District.