

**TRINITY COUNTY
BOARD OF SUPERVISORS
TRINITY COUNTY LIBRARY
CONFERENCE ROOM
351 MAIN STREET
WEAVERVILLE, CA**

**MEETING AGENDA
January 20, 2026**

**Chairman
Supervisor Heidi Carpenter-Harris - District 4**

**Vice-Chairman
Supervisor Julia Brownfield - District 5**

**Supervisor Ric Leutwyler - District 1
Supervisor Jill Cox - District 2
Supervisor Liam Gogan - District 3**

**Trent Tuthill - County Administrative Officer
Margaret E. Long - County Counsel**

The Trinity County Board of Supervisors welcomes you to its meetings which are regularly scheduled for the first and third Tuesday of each month, unless altered to accommodate a holiday, starting at 9:00 a.m. at 351 Main Street, Weaverville, California.

This Board Agenda contains a brief, general description of each item to be considered. Supporting documentation is available online at www.trinitycounty.org, at the County Administrative Office located at 11 Court Street, Room 230, Weaverville, CA, during normal business hours, and in the Public Packet at the rear of the Board Chambers during the meeting.

If you would like to receive notification via email that the agenda has been posted, please send your request to clerkoftheboard@trinitycounty.org.

Members of the public wishing to present documents to the Board of Supervisors during the meeting must submit ten (10) copies to the Deputy Clerk of the Board.

During the meeting the Trinity County Board of Supervisors may take action sitting as the Board of Supervisors and as the governing body of: The Trinity County Transportation Commission, the In-Home Supportive Services Authority, the Consolidated Transit Services Agency, the Trinity County Board of Equalization, the Trinity County Housing Authority and the Solid Waste Local Task Force.

In compliance with the Americans with Disabilities Act, those requiring accommodations for this meeting should notify the Deputy Board Clerk at the County Administrative Office three (3) full business days prior to the meeting at (530) 623-1382 or clerkoftheboard@trinitycounty.org.

ZOOM INFORMATION

[Join Zoom Meeting](#)

Meeting ID: 595 007 2851

Passcode: 267684

Dial In:

1 (669) 900-6833

Phone Commands: *6 Mute/Unmute; *9 Raise Hand

<https://support.zoom.us/hc/en-us/articles/201362283-Testing-computer-or-device-audio>

Just a reminder that the chat feature is not the appropriate forum to ask questions or provide comments. This chat should only be used to notify us of technical issues. No response will be given in acknowledgment or otherwise via the Zoom chat.

Public Comment given via Zoom can only be done audibly (not via chat), and you must either "Raise Your Hand" or use the chat to request your turn.

9:00 AM

CALL TO ORDER

PLEDGE OF ALLEGIANCE

A. PRESENTATIONS

- A.1. Health and Human Services - Behavioral Health Services - Receive a presentation from Yoni Desmond, Substance Abuse Specialist with HHSA - Behavioral Health, and the Youth in the Friday Night Live Club regarding the Third Hand Smoke & Take Back our Bathrooms Project.

No Fiscal Impact

- A.2. Clerk of the Board - Receive a presentation from Shasta County Sheriff Michael Johnson regarding the Joint Male Community Reentry Program.

No fiscal impact.

B. PUBLIC COMMENT

This time is for information from the public on matters not appearing on this agenda or within the Consent Calendar. All comments are limited to three minutes and must pertain to matters within the jurisdiction of this Board. When addressing the Board please state your name for the record and address the Board as a whole through the Chair. No action or discussion will be conducted on matters not listed on the agenda, however, the Chair may refer the subject matter to the appropriate department for follow-up or schedule the matter on a subsequent Board Agenda.

C. REPORTS/ANNOUNCEMENTS

C.1. Report from Department Heads

C.2. Report from County Administrative Officer

C.3. Reports from Members of the Board of Supervisors

C.4. Reports from Ad Hocs

- Cannabis Tax
- Tourism

D. CONSENT CALENDAR

These items include routine, non-controversial matters and will be acted upon by the Board by one, roll-call motion. If a member of the public has any questions or comments on an item on the consent calendar, they may provide them now. A member of the Board or Staff may request an item be pulled and considered separately.

D.1. Board of Supervisors - Appoint Sunday Stanley to the Trinity County Fair Association Board of Directors as District 3 representative to serve a term concurrent with the District 3 Supervisor.

No fiscal impact.

D.2. Board of Supervisors - Authorize the Chairman to sign a letter of condolence to the late Honorable Congressman Doug LaMalfa's wife and family and a separate letter to the staff.

No fiscal impact.

D.3. Clerk of the Board - Adopt a resolution authorizing signatures on all Federal contracts and other necessary documents of financial transactions and adopt a resolution authorizing signatures on all State contracts and other necessary documents of financial transactions.

No fiscal impact.

D.4. Clerk of the Board - Approve regular meeting minutes for January 6, 2026.

No fiscal impact.

D.5. Clerk of the Board - Authorize the Chairman to sign a letter of support regarding Standardizing Permitting and Expediting Economic Development (SPEED) Act.

No fiscal impact.

- D.6. Health and Human Services - Behavioral Health Services - Approve amendment number 1 to the agreement with Progress House increasing the maximum cost by \$66,000 to provide substance use disorder residential and detox services.

No impact to the General Fund; an additional \$66,000 per FY from Behavioral Health funding.

- D.7. Health and Human Services - Public Health - Approve an agreement with Data Strategy Consulting, LLC to provide public health technical assistance and disease surveillance support.

No impact to the General Fund; up to \$190,000 from Public Health grant funding.

- D.8. Health and Human Services - Veterans Services - Authorize the Chairman to sign the CA Dept of Veterans Affairs certificates of compliance for the County subvention and Medi-Cal cost avoidance programs for FY 25/26.

No fiscal impact.

- D.9. Sheriff - Authorize the Chairman to sign a letter of support regarding the development of a joint County/State Male Community Reentry Program (MCRP) facility.

No fiscal impact.

E. PUBLIC HEARING

- E.1. Community Development - Planning - Conduct a public scoping meeting regarding the Environmental Impact Report for the Trinity County 2050 General Plan Update

No fiscal impact.

F. COUNTY MATTERS

These items include non-routine, or controversial matters and are listed alphabetically by department. A member of the Board, Staff or public may request that an item be heard out of order.

- F.1. Community Development - Planning - Adopt a resolution which authorizes application to and participation in the Prohousing Designation Program.

No impact to the General Fund; potential revenue estimated in the amount of \$650,000 under the Prohousing Incentive Program.

G. CLOSED SESSION

- G.1. Government Code Section 54954.5(e) - Public Employee Appointment:

County Administrative Officer

ADJOURN

Staff Report

Department: Health and Human Services - Behavioral Health Services
Contact: Elizabeth Hamilton
Phone: 530-623-1265
Item Title: Presentation - Friday Night Live Club

Requested Action

Receive a presentation from Yoni Desmond, Substance Abuse Specialist with HHSA - Behavioral Health, and the Youth in the Friday Night Live Club regarding the Third Hand Smoke & Take Back our Bathrooms Project.

Fiscal Impact

No Fiscal Impact

Summary

N/A

Discussion

N/A

Alternatives Including Fiscal Impact

N/A

Departmental Recommendation

N/A

CAO Recommendation

N/A



Report of Thirdhand Smoke Examination

Prepared For:

FNL Chapter: Trinity High FNL
School #19

Prepared By:

This report was prepared by the Center for Tobacco and the Environment (CTE) for the California Friday Night Live Partnership's Thirdhand Smoke Assessment Project. Funding was provided in part by the Tobacco-Related Disease Research Program (TRDRP) under Grant Numbers: 28PT-0078H and T32PT6244, and the California Department of Education/Tobacco Use Prevention Education (TUPE).

Date: April 24, 2025



Center for Tobacco
and the Environment



San Diego State
University

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1. Executive Summary

Purpose

Surfaces and air in school bathrooms were examined for the presence of chemical residue from the use of commercial tobacco products, including cigarettes and vapes. This chemical residue is also known as thirdhand smoke. Thirdhand smoke contains more than 20 chemicals listed under California's Proposition 65, which is a list of chemicals known to cause cancer, birth defects, or other reproductive harm. One of these chemicals is **nicotine**, which serves as a marker of tobacco smoke residue and the presence of other harmful chemicals it leaves behind.

Nicotine on Surfaces

- Nicotine was detected on stall doors or walls in three of five bathrooms.
- Of the three bathrooms where nicotine was detected on stall doors, levels were low in two and high in one.

Nicotine in Air

- Nicotine was detected in the air in all five bathrooms.
- Of the five bathrooms where nicotine was detected in the air, levels of concern were low in three and moderate in two.

Conclusions

Nicotine on Surfaces: Low levels of nicotine suggest there is little accumulation of thirdhand smoke residue from past or current use of tobacco products, while moderate to very high levels suggest significant accumulation from past or current use of tobacco products.

Nicotine in Air: Low levels of nicotine suggest that there was little to no use of tobacco products during the measurement period or re-emission from thirdhand smoke reservoirs. Moderate to very high levels indicate tobacco products were used or off-gassing from significant thirdhand smoke reservoirs occurred during that time.

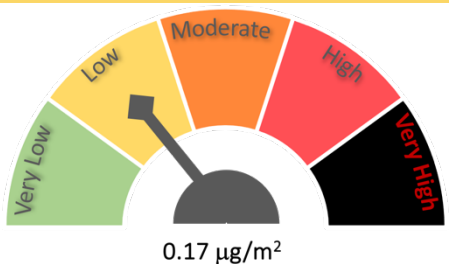
Exposure: Users of bathrooms with moderate to very high levels will be exposed to tobacco smoke pollutants comparable to indoor environments with current or historical high tobacco use.

2. Findings: Observed Thirdhand Smoke Pollution Levels

2.1 Nicotine on Surfaces

Date samples collected: 02/03/2025

Date samples analyzed: 03/13/2025

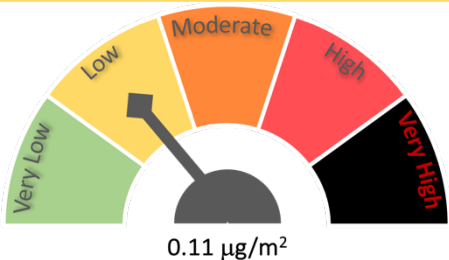


S1: Bathroom 1

Close to Gym; Floor 1; Female

Low Level of Concern

Comparable to levels commonly observed in homes where no one smokes, and smoking has been banned inside the home.

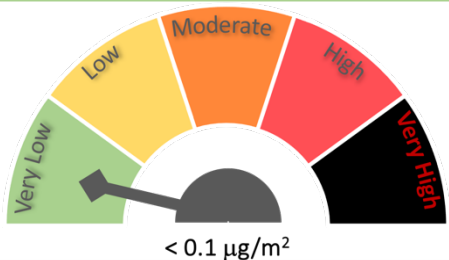


S2: Bathroom 2

Close to Gym; Floor 1; Male

Low Level of Concern

Comparable to levels commonly observed in homes where no one smokes, and smoking has been banned inside the home.

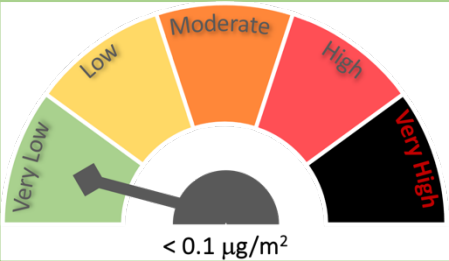


S3: Bathroom 3

Close to Art Room; Floor 1;
Male

Very Low Level of Concern

Too low to be detected.

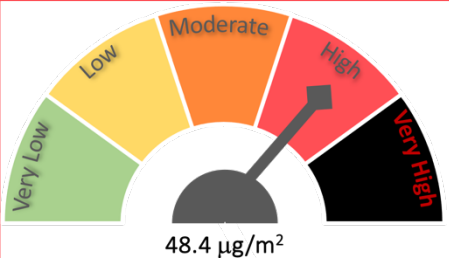


S4: Bathroom 4

Close to Art Room; Floor 1;
Female

Very Low Level of Concern

Too low to be detected.



S5: Bathroom 5

Close to Art Room; Floor 1;
Gender Neutral

High Level of Concern

Comparable to levels observed in homes of people who smoke inside their homes.

2.2 Nicotine in Wristbands

Date samples collected: 02/03/2025 - 02/10/2025

Date samples analyzed: 03/11/2025

Time wristbands deployed: 7 days (168 hours)

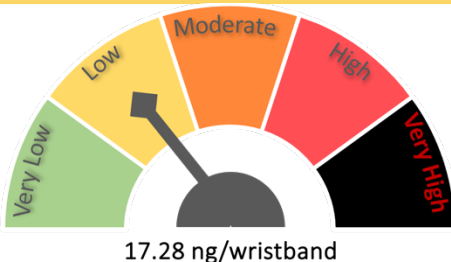


WB1: Bathroom 1

Close to Gym; Floor 1; Female

Low Level of Concern

Comparable to levels commonly observed in homes where no one smokes, and smoking has been banned inside the home.



WB2: Bathroom 2

Close to Gym; Floor 1;
Male

Low Level of Concern

Comparable to levels commonly observed in homes where no one smokes, and smoking has been banned inside the home.

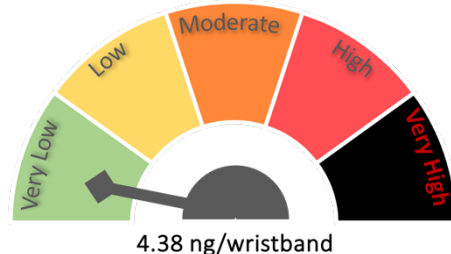


WB3: Bathroom 3

Close to Art Room; Floor 1;
Male

Moderate

Comparable to levels observed in homes where secondhand smoke is present or thirdhand smoke off-gasses.



WB4: Bathroom 4

Close to Art Room; Floor 1;
Female

Very Low Level of Concern

Comparable to levels commonly observed in homes where no one smokes, and smoking has been banned inside the home.



WB5: Bathroom 5

Close to Art Room; Floor 1;
Gender Neutral

Moderate

Comparable to levels observed in homes where secondhand smoke is present or thirdhand smoke off-gasses.

3. Recommendations

While these recommendations are informed by a point-in-time assessment that may have been influenced by factors such as recent cleaning, occupancy, or ventilation conditions at the time of sampling, they highlight key strategies to support school environments free of pollutants from tobacco smoke and vaping aerosols. All schools should enforce smoking and vaping bans with clear, visible signage; educate students about the risks of secondhand and thirdhand smoke; involve students in prevention strategies; and regularly clean high-contact areas.

Very Low & Low Levels of Concern

- Continue existing cleaning practices of bathrooms, especially on commonly touched surfaces, to maintain a healthy school environment.
- Maintain prevention efforts and educate on the toxic chemicals in tobacco smoke and vaping aerosols, which cling to surfaces, re-emit into the air, and are absorbed through the skin.
- Ensure visible no-smoking or vaping signage throughout the school, especially bathrooms and school entrances.
- Engage students in peer-led education to sustain a healthy, smoke and vape free school.

Moderate Levels of Concern

- Initiate a targeted cleaning protocol for bathrooms, prioritizing commonly touched surfaces, to increase the health of your school environment.
- Offer education efforts to address the health and environmental impacts of secondhand and thirdhand smoke and vapors in indoor environments. For a ready-to-use lesson on how commercial cigarettes and e-cigarettes impact indoor environments, check out the [Stanford REACH Lab's Tobacco Prevention Toolkit](#).
- Increase visibility of no-smoking or vaping signage throughout the school, especially in bathrooms and school entrances.
- Ensure that students, parents, faculty, and staff are aware of and informed about school's no-smoking and vaping policies by frequent reminders.
- Encourage student involvement to help shape strategies that are meaningful and relevant to the student community.

High & Very High Levels of Concern

In addition to the recommendations above:

- Apply deep-cleaning procedures targeting thirdhand smoke reservoirs weekly, including wiping down bathroom and stall doors and walls.
- Consider temporary closure of bathrooms that have significant thirdhand smoke reservoirs for cleaning and/or remediation and clearly communicate health and safety reasons to students.
- Post clear, visible signage inside and outside bathrooms emphasizing the health risks to everyone in the school, including those who do not smoke or vape, and policy violations associated with smoking/vaping indoors. [Click here](#) for resources on health risks.
- Launch a student-led education campaign focused on the toxic legacy of vaping and smoking in indoor environments.
- California schools have access to additional resources through the Thirdhand Smoke Resource Center. For more information, please email contact@thirdhandsmoke.org.

Appendix A

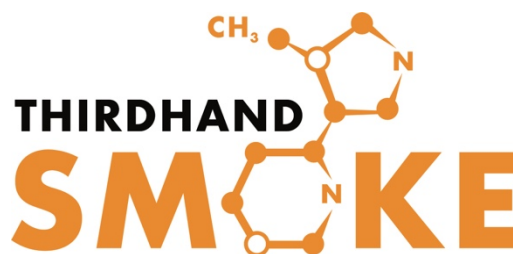
Methodology

Samples were collected using Thirdhand Smoke Resource Center data collection protocols developed for Do-It-Yourself (DIY) sample collection. Adapted in 2019 from protocols used for field research, these protocols have been used successfully by more than 200 participants throughout the US.

To ensure the accuracy of results, field blanks were collected and transported with the actual samples. An individual wipe and wristband were removed from their packaging and handled in the same manner as other wipes and wristbands, including laboratory analysis, but field blanks were not used to collect any samples. This procedure allows us to ensure that pollutants on the actual samples and wristbands came from the surfaces and air that were sampled, not from contamination during collection or transport. Values reported below have been adjusted for the nicotine level found on the field blanks ([Quintana et al., 2013](#); [Quintana et al., 2019](#)). Samples that could not be shipped immediately after collection were stored in a freezer until shipped to San Diego State University for analysis.

All samples were analyzed for nicotine in the laboratory of Dr. E. Hoh, School of Public Health at San Diego State University, using highly sensitive and accurate liquid chromatography-tandem mass spectrometry (LC-MS/MS) with electrospray ionization. Data collection protocols and analytic methods have been successfully used, validated, and published in numerous peer-reviewed scientific studies of tobacco smoke pollution and exposure ([Hoh et al., 2012](#); [Matt et al., 2011](#); [Matt et al., 2004](#); [Matt et al., 2008](#); [Northrup et al., 2015](#); [P. J. Quintana et al., 2013](#); [Matt et al., 2020](#); [Matt et al., 2021](#); [Matt et al., 2024](#)).

Nicotine is a well-established and specific marker of tobacco smoke and nicotine containing aerosols from vaping. When nicotine is detected on surfaces, it indicates thirdhand smoke or aerosol contamination. Thirdhand smoke and aerosol contamination can arise from (a) historical use of tobacco products in the space, (b) current tobacco product use in the space, and/or (c) smoke or aerosols drifting in from a nearby room or from outside. When nicotine is detected in the air, it indicates (a) secondhand smoke or aerosols from current use in the space and/or (b) secondhand smoke or aerosols drifting in from the outside. Nicotine in the air can also be detected when chemicals off-gas from thirdhand reservoirs on surfaces, in dust, or embedded in materials.



Appendix B

Nicotine Reference Levels

B.1 Surface Nicotine (micrograms of nicotine per square meter)

The following reference values come from hundreds of private homes of smokers and nonsmokers in San Diego County collected over the past 25 years.

Type of Indoor Space	Typical Range
Homes of people who do not smoke with long-term smoking bans inside their home (one year or more).	< 2 µg/m ²
Homes of people who do not smoke that have recently been smoked in.	2 to < 20 µg/m ²
Homes of people who smoke that are actively smoked inside (no indoor ban).	20 to < 200 µg/m ²
Indoor environments where tobacco has been used for extended periods of time at high levels (e.g., smoker hotel rooms, smoker casinos, vape shops, homes of long-term heavy smokers).	> 200 µg/m ²

B.2 Wristband Nicotine (nanograms of nicotine/wristband)

The following reference values come from a study of 21 elementary and middle school-aged children from San Diego County who wore wristbands for two days and seven days. Ten of these children came from homes of nonsmokers and were not exposed to secondhand smoke. Eleven children came from the homes of cigarette smokers.

Type of Homes	Median	Typical Range
Children of nonsmokers not exposed to conventional or electronic cigarettes inside or outside the home (7-day wristband exposure)	16 ng/wristband	13-18 ng/wristband
Children of smokers who smoke indoors at home (7-day wristband exposure)	870 ng/wristband	300-1,300 ng/wristband

Appendix C

References

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- Quintana, P. J. E., Hoh, E., Dodder, N. G., Matt, G. E., Zakarian, J. M., Anderson, K. A., . . . Hovell, M. F. (2019). Nicotine levels in silicone wristband samplers worn by children exposed to secondhand smoke and electronic cigarette vapor are highly correlated with child's urinary cotinine. *J Expo Sci Environ Epidemiol*. [doi:10.1038/s41370-019-0116-7](https://doi.org/10.1038/s41370-019-0116-7)

Staff Report

Department: Clerk of the Board
Contact: Trent Tuthill
Phone: 530-623-1382
Item Title: Presentation - Joint Male Community Reentry Program

Requested Action

Receive a presentation from Shasta County Sheriff Michael Johnson regarding the Joint Male Community Reentry Program.

Fiscal Impact

No fiscal impact.

Summary

N/A

Discussion

N/A

Alternatives Including Fiscal Impact

N/A

Departmental Recommendation

N/A

CAO Recommendation

N/A



Michael L. Johnson

Sheriff-Coroner

The changes in law, in California policies, politics, court rulings, and lack of resources.

- * Behavioral health and the justice system (impacts on daily operations).**
- * Law enforcement are NOT behavioral health professionals.**
- * Litigation (the court transformation of civil “punishment” rewards).**
- * Immunity (private sector vs. public agency).**
- * Jails are not set up for mental health treatment.**

Goals

Develop a campus with 360 degree wrap around services. Implement a comprehensive treatment program with case management oversight.

Reduce recidivism by providing vocational and life skills training.

Create an environment and system that is productive and effective, thus maximizing our resources and reducing redundancy.

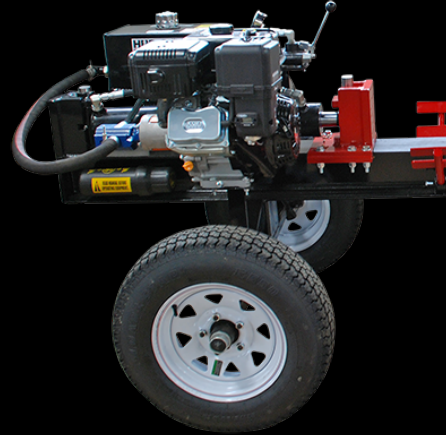
Take pressure off our jails, public safety, and health care systems.



Corrections & Rehabilitation Campus









Hwy 273

COR
treatment ponds

Haven Humane

Sacramento River

sacramento River

Sacramento River

Providence
Riverland Farm

Niles Canyon

River Ranch Road

Male Community Reentry Program



Alternative
Custody Program
Rehabilitation
(ACP)

California Department of Corrections and Rehabilitation



- State Corrections/County Jail
- 100 bed facility (50/50)
- Regional



7251 B
Redding, CA



Staff Report

Department: Board of Supervisors
Contact: Liam Gogan
Phone: 530-623-1217
Item Title: Appointment - Sunday Stanley - Fair Association Board

Requested Action

Appoint Sunday Stanley to the Trinity County Fair Association Board of Directors as District 3 representative to serve a term concurrent with the District 3 Supervisor.

Fiscal Impact

No fiscal impact.

Summary

N/A

Discussion

N/A

Alternatives Including Fiscal Impact

N/A

Departmental Recommendation

N/A

CAO Recommendation

N/A

January 12, 2026

To Whom It May Concern,

My name is Sunday Stanley; I am writing this letter to inform you that I am interested in the District 3 position for the Trinity County Fair Board. I was born and raised here in Trinity County, received my higher education from Shasta College, Chico State, and a Masters from National University. I am currently in my 20th year of teaching here at Hayfork Elementary School.

Some of the current responsibilities I currently have in my community include sitting on the board for the Hayfork Scholarship Foundation. I am also the chairperson for the Continuing Education Scholarship Committee. In our school district I have been the president of the Mountain Valley Teachers Association for the last 9 years, and am active in the local California Teachers Association. I am the Student Council advisor here at the elementary school, along with mentoring new teachers. I have also been the president and vice president of the Hayfork Boosters Club, and now sit as a member and the committee head of the Parent Club. In the past I was the Girl Scout Leader for our local troop.

I have always been an active participant in my community and volunteer at many events including the fair. I hope you will consider my interest in this position. Thank you for your time and consideration.

Sincerely,



Sunday Stanley



Staff Report

Department: Board of Supervisors
Contact: Jill Cox
Phone: 530-623-1217
Item Title: Letters of Condolence RE the Passage of Congressman Doug LaMalfa

Requested Action

Authorize the Chairman to sign a letter of condolence to the late Honorable Congressman Doug LaMalfa's wife and family and a separate letter to the staff.

Fiscal Impact

No fiscal impact.

Summary

N/A

Discussion

N/A

Alternatives Including Fiscal Impact

N/A

Departmental Recommendation

N/A

CAO Recommendation

Approve as Requested



TRINITY COUNTY

Board of Supervisors

P.O. BOX 1613, WEAVERVILLE, CALIFORNIA 96093-1613

PHONE (530) 623-1217 FAX (530) 623-8365

January 20, 2026

To the Wife and Family of the late Honorable Congressman Doug LaMalfa

Mailing address

Mailing address

Dear Mrs. LaMalfa and family,

It is with heavy hearts that we extend our deepest condolences on the loss of a great man, leader, and representative of the people that we enjoyed and appreciated in Congressman LaMalfa. His many years of service to the rural counties of Northern California were effective and valued. The foundation of personal, life-lived experiences from which he worked for the needs of the people gave him more than insight, they equipped him with a genuine "knowing" of the challenges that accompany rural life – and the blessings of the same that are absolutely worth fighting for.

Although Congressman LaMalfa was not Trinity County's representative, he was a good and treasured neighbor of our communities. His office not only considered us, but engaged with us as a partnering county and as like-minded friends. The depth and breadth of his knowledge and experience on issues that impact us at our core – such as the Secure Rural Schools Act, wildfire suppression, timber harvesting and fuels reduction needs – were expansive, critical and appreciated, and will be greatly missed. The Congressman spoke on and directed work toward these issues, not as a reporter of what he was told but as the voice of one who personally lived and distinctly knew them.

His smile, commanding presence, and welcoming heart will be missed from Northern California to Washington DC. Doug LaMalfa was a truly good man and will not soon be forgotten.

Please accept our gratitude for the time he spent away from all of you and in service to the people of Northern California; we see and deeply appreciate your sacrifice. It is our prayer that the pain of your loss will, in time, be overshadowed by the pride you carry in the incredible contributions made your very dear husband, father, and grandfather and become the treasured legacy of your family for many generations to come.

With sincere sympathy,

Heidi Carpenter-Harris, Chair
Trinity County Board of Supervisors



TRINITY COUNTY

Board of Supervisors

P.O. BOX 1613, WEAVERVILLE, CALIFORNIA 96093-1613

PHONE (530) 623-1217 FAX (530) 623-8365

January 20, 2026

Staff of the late Honorable Congressman Doug LaMalfa
2885 Churn Creek Road, Suite C
Redding, CA 96002

Dear Staff Members,

It is with heavy hearts that we extend our deepest condolences on the loss of a great man, leader, and representative of the people that we enjoyed and appreciated in Congressman LaMalfa. His many years of service to the rural counties of Northern California were effective and valued. The foundation of personal, life-lived experiences from which he worked for the needs of the people gave him more than insight, they equipped him with a genuine “knowing” of the challenges that accompany rural life – and the blessings of the same that are absolutely worth fighting for.

Although Congressman LaMalfa was not Trinity County’s representative, he was a good and treasured neighbor of our communities. His office not only considered us, but engaged with us as a partnering county and as like-minded friends. The depth and breadth of his knowledge and experience on issues that impact us at our core – such as the Secure Rural Schools Act, wildfire suppression, timber harvesting and fuels reduction needs – were expansive, critical and appreciated, and will be greatly missed. The Congressman spoke on and directed work toward these issues, not as a reporter of what he was told but as the voice of one who personally lived and distinctly knew them.

His smile, commanding presence, and welcoming heart will be missed from Northern California to Washington DC. Doug LaMalfa was truly a good man and will not soon be forgotten.

Please accept our gratitude for your co-laboring service over the years; we have been truly touched by your collective work under his direction. It is our prayer that your hearts will heal, and your talents will find a new space for your important work to go forward.

With sincere sympathy,

Heidi Carpenter-Harris, Chair
Trinity County Board of Supervisors

Staff Report

Department: Clerk of the Board
Contact: Trent Tuthill
Phone: 530-623-1382
Item Title: Resolutions - Signature Authority on State & Federal Contracts

Requested Action

Adopt a resolution authorizing signatures on all Federal contracts and other necessary documents of financial transactions and adopt a resolution authorizing signatures on all State contracts and other necessary documents of financial transactions.

Fiscal Impact

No fiscal impact.

Summary

The state and federal governments require proof of authorization of signatory on all contracts and require that the authorization provide the name of the individual(s) authorized to sign. The adoption of these resolutions is done annually, and anytime there is a change in Board Chair, Vice-Chair and/or CAO. The resolutions before the Board allow for Chairman Carpenter-Harris, Vice-Chairman Brownfield and/or CAO Tuthill to sign contracts with the state and federal governments as necessary after all other required review and approvals.

Discussion

N/A

Alternatives Including Fiscal Impact

Deny resolutions and advise staff. Denial of these resolutions would require all state and federal contracts to be agendized differently, slow the signature process and require the Board Clerk to provide minutes orders for each agreement. This would decrease efficiency and slow processes down even further.

Departmental Recommendation

It is staff's recommendation that the Board approve the resolutions as presented.

CAO Recommendation

Approve as Requested

RESOLUTION NO. 2026-XXX

**A RESOLUTION OF THE BOARD OF SUPERVISORS
OF THE COUNTY OF TRINITY
GIVING SIGNATURE AUTHORIZATION ON ALL FEDERAL CONTRACTS AND
NECESSARY DOCUMENTS OF FINANCIAL TRANSACTIONS**

WHEREAS, the United States requires proof of authorization of signatures on all documents for financial transactions; and

WHEREAS, the United States requires that a minute order or resolution of authorization of signature be provided with every document;

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of the County of Trinity that Heidi- Carpenter-Harris, Chairman of the Board of Supervisors, be and hereby is authorized, on behalf of the County of Trinity, to sign all Federal contracts in excess of \$25,000; and

BE IT FURTHER RESOLVED that in the absence of said Chairman, Julia Brownfield, Vice-Chairman of said Board, be and hereby is authorized on behalf of the County of Trinity, to sign all Federal contracts in excess of \$25,000; and

BE IT FURTHER RESOLVED by the Board of Supervisors of the County of Trinity that Trent Tuthill, County Administrative Officer, be and hereby is authorized, on behalf of the County of Trinity to sign all Federal contracts in the amount of \$25,000 or less, as well as revenue contracts in any amount, including leases of County property; and

BE IT FURTHER RESOLVED that a copy of this resolution be on file in the Office of the County Administrative Officer and is to be included with the submission of all Federal contracts.

DULY PASSED AND ADOPTED this 20th day of January 2026 by the Board of Supervisors of the County of Trinity by motion, second (/), and the following vote:

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

HEIDI CARPENTER-HARRIS, CHAIRMAN
Board of Supervisors
County of Trinity
State of California

ATTEST:

Trent Tuthill
Clerk of the Board of Supervisors

By: _____
Deputy

RESOLUTION NO. 2026-XXX

**A RESOLUTION OF THE BOARD OF SUPERVISORS
OF THE COUNTY OF TRINITY
GIVING SIGNATURE AUTHORIZATION ON ALL STATE CONTRACTS AND
NECESSARY DOCUMENTS OF FINANCIAL TRANSACTIONS**

WHEREAS, the State of California requires proof of authorization of signatures on all documents for financial transactions; and

WHEREAS, the State of California requires that a minute order or resolution of authorization of signature be provided with every document;

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of the County of Trinity that Heidi Carpenter-Harris, Chairman of the Board of Supervisors, be and hereby is authorized, on behalf of the County of Trinity, to sign all State contracts in excess of \$25,000; and

BE IT FURTHER RESOLVED that in the absence of said Chairman, Julia Brownfield, Vice-Chairman of said Board, be and hereby is authorized on behalf of the County of Trinity, to sign all State contracts in excess of \$25,000; and

BE IT FURTHER RESOLVED by the Board of Supervisors of the County of Trinity that Trent Tuthill, County Administrative Officer, be and hereby is authorized, on behalf of the County of Trinity, to sign all State contracts in the amount of \$25,000 or less, as well as revenue contracts in any amount, including leases of County property; and

BE IT FURTHER RESOLVED that a copy of this resolution be on file in the Office of the County Administrative Officer and is to be included with the submission of all State contracts.

DULY PASSED AND ADOPTED this 20th day of January, 2026 by the Board of Supervisors of the County of Trinity by motion, second (/), and the following vote:

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

HEIDI CARPENTER-HARRIS, CHAIRMAN
Board of Supervisors
County of Trinity
State of California

ATTEST:

TRENT TUTHILL
Clerk of the Board of Supervisors

By: _____
Deputy

Staff Report

Department: Clerk of the Board
Contact: Trent Tuthill
Phone: 530-623-1382
Item Title: Minutes - January 6, 2026

Requested Action

Approve regular meeting minutes for January 6, 2026.

Fiscal Impact

No fiscal impact.

Summary

N/A

Discussion

N/A

Alternatives Including Fiscal Impact

N/A

Departmental Recommendation

N/A

CAO Recommendation

N/A

MEETING MINUTES
January 6, 2026

Chairman
Supervisor Heidi Carpenter-Harris - District 4

Vice-Chairman
Supervisor Julia Brownfield - District 5

Supervisor Ric Leutwyler - District 1
Supervisor Jill Cox - District 2
Supervisor Liam Gogan - District 3

Trent Tuthill - County Administrative Officer
Margaret E. Long - County Counsel

ZOOM INFORMATION

This meeting was conducted with a zoom option.

MEETING WAS CALLED TO ORDER AT 9:03 AM

PLEDGE OF ALLEGIANCE WAS LED BY SUPERVISOR COX

A. COUNTY MATTERS AM

- A.1. Clerk of the Board - Pursuant to the County's Governance Manual, confirmed the seating of District 4 Supervisor Heidi Carpenter-Harris as Chairman and District 5 Supervisor Julia Brownfield as Chair Pro Tem (Vice-Chair).

Motion: Cox **Second:** Gogan **Carried**

Ayes: Gogan, Cox, Leutwyler, Brownfield and Carpenter-Harris

B. PRESENTATIONS

- B.1. Clerk of the Board – Chairman Carpenter-Harris presented outgoing Chairman Liam Gogan with an engraved gavel.

B.2. Board of Supervisors – Representative from Congressman Doug LaMalfa's Office did not present Trinity Alps Unified School District's Retired Superintendent, Jaime Green, a proclamation recognizing his efforts in the reauthorization of Secure Rural Schools due to the sudden passing of Congressman LaMalfa.

B.3. Clerk of the Board - Rural County Representatives of California (RCRC) President and CEO Patrick Blacklock presented the RCRC 2025 President's Award to Trinity Alps Unified School District's (TAUSD) Chief Financial Officer Sheree Beans on behalf of TAUSD's Retired Superintendent Jaime Green, recognizing his efforts in the reauthorization of Secure Rural Schools.

B.4. Clerk of the Board - Received a presentation from Rural County Representatives of California (RCRC) President and CEO Patrick Blacklock regarding the RCRC Strategic Plan.

B.5. Clerk of the Board - Received an update from U.S. Forest Service's District Ranger Tara Jones regarding matters of interest in Trinity County.

C. PUBLIC COMMENT

Received comment from Dan Harper, Mark, Dan Trujillo, Lisa Wright, Catherine Sidman, Adrien Keys, Chriss Williams, Ben Kellogg and Veronica Kelley-Albiez.

D. REPORTS/ANNOUNCEMENTS

D.1. Received reports from Auditor-Controller Christine Gaffney and Sheriff Tim Saxon.

D.2. Received a report from County Administrative Officer Trent Tuthill.

D.3. Received reports from Members of the Board of Supervisors.

D.4. Received reports from the following Ad Hocs:

- Cannabis Tax
- Tourism

E. CONSENT CALENDAR

Received comments from Lisa Wright, Catherine Sidman and Ben Kellogg.

E.1. *This item was pulled from the consent calendar and considered separately.*

Auditor/Controller - Approved establishing a new special revenue fund 124/Emergency Communications System.

Received comments from County Administrative Officer Trent Tuthill, Auditor-Controller Christine Gaffney, Lisa Wright and Catherine Sidman.

Motion: Leutwyler **Second:** Gogan **Carried**

Ayes: Gogan, Leutwyler, Cox, Brownfield and Carpenter-Harris

E.2. Child Support Services - Approved amendment number 16 to the agreement with Angela's Custodial Service, extending the term to January 31, 2027, and increasing the maximum cost by \$3,984 for janitorial services to the child support office located at 850 B Main Street, Weaverville, CA.

Motion: Leutwyler **Second:** Gogan **Carried**

Ayes: Gogan, Leutwyler, Cox, Brownfield and Carpenter-Harris

E.3. *This item was pulled from the consent calendar and considered separately.*

Clerk of the Board – Approved regular meeting minutes for December 16, 2025.

Received comments from County Administrative officer Trent Tuthill, County Counsel Margaret Long, Lisa Wright and Deputy Board Clerk Shan Brigman.

Motion: Leutwyler **Second:** Cox **Carried**

Ayes: Cox, Leutwyler, Gogan, Brownfield and Carpenter-Harris

E.4. *This item was pulled from the consent calendar and considered separately.*

County Administrative Office - Approved a budget adjustment for FY 25/26 for Emergency Communications System - Dept 8124 increasing Revenues by \$180,000, Salary and Benefits by \$13,600, and Services and Supplies by \$35,000.

Received comments from County Administrative Officer Trent Tuthill and Dan Harper.

Motion: Cox **Second:** Leutwyler **Carried**

Ayes: Leutwyler, Cox, Gogan, Brownfield and Carpenter-Harris

E.5. *This item was pulled from the consent calendar and considered separately.*

Health and Human Services - Behavioral Health Services - Approved an agreement with Trinity County Office of Education regarding receipt and disbursement of Behavioral Health Student Services Act (BHSSA) funds.

Received comments from Director of Health and Human Services Agency Liz Hamilton and Lisa Wright.

Motion: Leutwyler **Second:** Gogan **Carried**

Ayes: Gogan, Leutwyler, Cox, Brownfield and Carpenter-Harris

E.6. Human Resources - Approved the revised job description for Deputy Probation Officer I/II.

Motion: Leutwyler **Second:** Gogan **Carried**

Ayes: Gogan, Leutwyler, Cox, Brownfield and Carpenter-Harris

E.7. Human Resources – Adopted Policy Number 2026-01 titled Personnel Information Policy.

Motion: Leutwyler **Second:** Gogan **Carried**

Ayes: Gogan, Leutwyler, Cox, Brownfield and Carpenter-Harris

F. COUNTY MATTERS

F.1. Board of Supervisors - Considered the Tourism Funding Ad Hoc Committee's funding recommendations and allocated the funds as follows:

- Trinity County Arts Council = \$3,500
- Hayfork Chamber of Commerce = \$7,500
- Humboldt/Trinity Recreation Alliance = \$5,000
- Weaverville Chamber of Commerce = \$5,000
- Two Six Digital = \$3,500
- Emergency Communications System (Dept 8124) = \$5,500
- Trinity Visitors & Information Center = \$10,000
- Trinity County Chamber of Commerce = \$30,000 with the understanding that the Chamber will meet with the Ad Hoc quarterly to present plans for the upcoming quarter as well as present reports on prior quarter activity. The Chamber will also coordinate the meetings with Two Six Digital and extend the invitation to attend said meetings to all interested stakeholders

Funding for all but Trinity County Chamber of Commerce will be allocated in one lump sum. The allocation to the Trinity County Chamber of Commerce will be allocated quarterly, with the first installment issued no later than February 28, 2026. Future quarterly installment will be processed/issued upon approval of the Tourism Funding Ad Hoc.

Received comments from John Hamilton, Veronica Kelley-Albiez.

Motion: Cox **Second:** Gogan **Carried**

Ayes: Gogan, Cox, Leutwyler, Brownfield and Carpenter-Harris

- F.2. Board of Supervisors - Appointed Supervisors to represent the county on various boards, commissions, committees and task forces for 2026 as shown on the attached appointment list.

Received comments from County Administrative Officer Trent Tuthill, Lisa Wright and Ben Kellogg.

Motion: Cox **Second:** Brownfield **Carried**

Ayes: Brownfield, Cox, Leutwyler, Gogan and Carpenter-Harris

G. CLOSED SESSION

- G.1. Clerk of the Board - Government Code Section 54954.5(C) - Conference with Legal Counsel - Anticipated Litigation
No. of Cases: 1

Received comments from Lisa Wright.

Direction given to staff.

- G.2. Government Code Section 54954.5(c) - Conference with Legal Counsel - Existing Litigation
No. of Cases: 1
Estate of John Swain, et al. v. County of Trinity, et al. (Case No. 2:25-cv-00469-DMC)

Direction given to staff.

TRINITY COUNTY Board of Supervisors

Heidi Carpenter-Harris, Chairman
Board of Supervisors,
County of Trinity
State of California

Attest:
Trent Tuthill
Clerk of the Board of Supervisors
By:

Deputy

TRINITY COUNTY BOARD OF SUPERVISORS
2026 COMMITTEE APPOINTMENT LIST

AIRPORT ADVISORY COMMITTEE (AAC)

(Meets Quarterly)

Appointees: Primary: Jill Cox
Alternate: Ric Leutwyler

BEHAVIORAL HEALTH ADVISORY BOARD (BHAB)

(Meets the 4th Wednesday of every other month—even months)

Appointees: Primary: Ric Leutwyler
Alternate: Julia Brownfield

CALIFORNIA STATE ASSOCIATION OF COUNTIES (CSAC)

(2 times per year, plus various committee meetings)

Appointees: Primary: Ric Leutwyler
Alternate: Julia Brownfield

CHILD ABUSE PREVENTION COUNCIL (CAPC)

(Meets quarterly, 3rd Wednesday)

Appointees: Primary: Ric Leutwyler
Alternate: Liam Gogan

CHILDCARE AND DEVELOPMENT PLANNING COUNCIL (LPC)

(Meets Quarterly)

Appointee: Primary: Liam Gogan
Alternate: Heidi Carpenter-Harris

CHILDREN AND FAMILIES FIRST COMMISSION (FIRST 5)

(Meets Quarterly)

Appointees: Primary: Jill Cox
Alternate: Julia Brownfield

COLUSA-GLENN-TRINITY COMMUNITY ACTION PARTNERSHIP (CAPP)

(Meets Quarterly)

Appointees: Primary: Heidi Carpenter-Harris
Second Primary: Julia Brownfield
Alternate: Jill Cox

DISASTER COUNCIL

(Meets 2nd Tuesday every other month)

Appointees: Board Chairman: Heidi Carpenter-Harris
Board Vice-Chairman: Julia Brownfield

TRINITY COUNTY BOARD OF SUPERVISORS
2026 COMMITTEE APPOINTMENT LIST

EMERGENCY FOOD AND SHELTER PROGRAM (EFSP / LOCAL FEMA BOARD)

(Meets Semi-Annually)

Annual appointees: Board Chairman: Heidi Carpenter- Harris
 Board Vice-Chairman: Julia Brownfield

EMERGENCY MEDICAL SERVICES ADVISORY COMMITTEE

(Once a year in March or April)

Annual appointees: Board Chairman: Heidi Carpenter- Harris
 Board Vice-Chairman: Julia Brownfield

ENVIRONMENTAL SERVICE JPA (ESJPA) – RCRC Subcommittee

(No regular meeting schedule)

Appointees: Primary: Jill Cox
 Alternate: Diane Rader

FIRE SAFE COUNCIL

Appointees: Primary: Jill Cox
 Alternate: Julia Brownfield

FOREST COUNTIES SCHOOLS COALITION (Secure Rural Schools)

(No regular meeting schedule)

Appointees: Primary: Heidi Carpenter-Harris
 Alternate: Ric Leutwyler

GOLDEN STATE CONNECT AUTHORITY (GSCA) – RCRC Subcommittee

(Meets when RCRC meets)

Appointees: Primary: Jill Cox
 Alternate: Liam Gogan

GOLDEN STATE FINANCE COUNCIL (RCRC)

(Meets when RCRC meets)

Appointees: Primary: Jill Cox
 Alternate: Liam Gogan

HEALTH SYSTEMS COLLABORATIVE

(Once every other month)

Appointees: Primary: Julia Brownfield
 Alternate: Liam Gogan

HIGHWAY 36 COMMITTEE

(Once a year, in October, alternates between Red Bluff and Fortuna)

Annual appointee: Fifth District Supervisor – Julia Brownfield

TRINITY COUNTY BOARD OF SUPERVISORS

2026 COMMITTEE APPOINTMENT LIST

HIGHWAY 299 COMMITTEE (CalTrans District 2)

(Occasional meeting with CalTrans)

Appointees: Primary: Heidi- Carpenter-Harris
Alternate: Liam Gogan

HOUSING REHABILITATION & BUSINESS LOAN COMMITTEE

(Meets as needed)

Appointees: Primary: Jill Cox
Alternate: Liam Gogan

LOCAL AGENCY FORMATION COMMISSION (LAFCO)

(Meets 3rd Tuesday of every month)

Appointees: Primary: Julia Brownfield
Primary: Liam Gogan
Primary: Jill Cox
Alternate: Heidi Carpenter- Harris

NATIONAL ASSOCIATION OF COUNTIES (NACO)

Appointee: Primary: Heidi Carpenter-Harris
Alternate: Jill Cox

NATURAL RESOURCES COLLABORATIVE FORMATION GROUP (TCCG) – (Trinity County Collaborative Group)

Appointees: Primary: Jill Cox
Alternate: Heidi Carpenter-Harris

NORCAL EMS

(Meets on the 2nd Thursday of every other month, beginning January)

Appointees: Primary: Jill Cox
Alternate: Julia Brownfield

NORTHERN RURAL TRAINING AND EMPLOYMENT CONSORTIUM (NORTEC)

(Meets quarterly)

Appointees: Primary: Ric Leutwyler
Alternate: Julia Brownfield

NORTH COAST AIR QUALITY MANAGEMENT DISTRICT (NCAQMD)

(Meets in Eureka/Fortuna – 3rd Thursday of every other month)

Appointees: Primary: Heidi Carpenter-Harris
Alternate: Julia Brownfield

NORTH COAST RESOURCE PARTNERSHIP (NCIRWMP)

Appointees: Primary: Heidi Carpenter-Harris
Primary: Liam Gogan
Alternate: Ric Leutwyler

TRINITY COUNTY BOARD OF SUPERVISORS

2026 COMMITTEE APPOINTMENT LIST

NORTH STATE PLANNING & DEVELOPMENT COLLECTIVE

(Meetings.....)

Appointees: Primary: Ric Leutwyler

NORTHWEST CALIFORNIA RESOURCE CONSERVATION & DEVELOPMENT DISTRICT (RC&D)

(Meetings alternate between Del Norte, Humboldt and Trinity Counties Quarterly on the 2nd Wednesday)

Appointees: Primary: Heidi Carpenter-Harris

Alternate: Liam Gogan

Alternate: Ric Leutwyler

PARTNERSHIP IN ACTION FOR TRINITY HEALTH (PATH)

(Meets bi-monthly (odd months) 2nd Thursday, 2 p.m.)

Appointees: Primary: Liam Gogan

Alternate: Julia Brownfield

PSA II AREA AGENCY ON AGING EXECUTIVE BOARD

(Meet quarterly in Burney, CA)

Appointees: Primary: Jill Cox

Alternate: Ric Leutwyler

RURAL COUNTY REPRESENTATIVES OF CALIFORNIA (RCRC)

Also sits on Golden State Finance Authority (GSFA)

(Meets third Wednesday every other month)

Appointees: Primary: Jill Cox

Alternate: Liam Gogan

REMOTE ACCESS NETWORK BOARD (RAN Board)

(Meets as needed)

Appointees: Board Chairman: Heidi Carpenter-Harris

Board Vice-Chairman: Julia Brownfield

SIERRA NEVADA CONSERVANCY

Appointees: Primary: Ric Leutwyler

SOCIAL SERVICES TRANSPORTATION ADVISORY COUNCIL (SSTAC)

Appointees: Chairman: Heidi Carpenter-Harris

Vice Chair: Julia Brownfield

SOLID WASTE HEARING PANEL

(Meets as needed)

Appointees: Primary: Julia Brownfield

TRINITY COUNTY BOARD OF SUPERVISORS
2026 COMMITTEE APPOINTMENT LIST

SUPERIOR CALIFORNIA ECONOMIC DEVELOPMENT DISTRICT (SCEDD)

(Meets on the 3rd Thursday of February, April, July, September and November)

Appointees: Primary: Ric Leutwyler
 Alternate: Julia Brownfield

TRINITY COUNTY COMMISSION ON AGING

(Meets last Wednesday of each month)

Appointees: Primary: Ric Leutwyler
 Alternate: Liam Gogan

TRINITY COUNTY FIRE CHIEFS' ASSOCIATION

(First Monday every month)

Appointees: Primary: Jill Cox
 Alternate: Ric Leutwyler

TRINITY COUNTY FISH AND GAME ADVISORY COMMISSION

(Meets quarterly)

Appointees: Primary: Liam Gogan
 Primary: Heidi Carpenter-Harris

TRINITY MANAGEMENT COUNCIL

(Meets Bi-Monthly)

Appointees: Primary: Liam Gogan
 Alternate: Patrick Flynn

TRINITY OPIOID SAFETY COALITION

Appointees: Primary: Liam Gogan
 Alternate: Julia Brownfield

WEAVERVILLE COMMUNITY FOREST

Appointees: Primary: Jill Cox
 Alternate: Heidi Carpenter-Harris

Staff Report

Department: Clerk of the Board
Contact: Trent Tuthill
Phone: 530-623-1382
Item Title: Letter of Support - SPEED Act

Requested Action

Authorize the Chairman to sign a letter of support regarding Standardizing Permitting and Expediting Economic Development (SPEED) Act.

Fiscal Impact

No fiscal impact.

Summary

Below are two links pertaining to the Standardizing Permitting and Expediting Economic Development (SPEED) Act information and requests for support -

CSAC - HR 4476 | Standardizing Permitting and Expediting Economic Development (SPEED) Act

<https://www.counties.org/news-and-media-article/hr-4476-standardizing-permitting-and-expediting-economic-development-speed-act/>

RCRC - House Approves SPEED Act, Setting Up Senate Talks

<https://www.rcrcnet.org/general/house-approves-speed-act-setting-up-senate-talks/>

Trinity County DoT supports this reform and is directly advocating for support and also advocating for support through the County Engineers Association of California.

Discussion

N/A

Alternatives Including Fiscal Impact

N/A

Departmental Recommendation

N/A

CAO Recommendation

Approve as Requested



TRINITY COUNTY

Board of Supervisors

P.O. BOX 1613, WEAVERVILLE, CALIFORNIA 96093-1613
PHONE (530) 623-1217 FAX (530) 623-8365

January 20, 2026

The Honorable Alex Padilla
U.S. Senate
331 Hart Senate Office Building
Washington, DC 20510

The Honorable Adam Schiff
U.S. Senate
112 Hart Senate Office Building
Washington, DC 20510

RE: Support for local government recognition in permitting reform legislation

Dear Senator Padilla and Senator Schiff,

On behalf of Trinity County, we are writing to urge you to support key provisions in H.R. 4776, the SPEED Act, which would make commonsense reforms to the federal environmental review process and strengthen local involvement in federal decision-making. The reforms proposed in the SPEED Act would expand county involvement in environmental review procedures by designating counties as cooperating agencies and ensure that counties face fewer costly delays for infrastructure, land management, housing and broadband projects.

The National Environmental Policy Act (NEPA) is a foundational environmental law that requires federal agencies to consider the impact of major actions, and we share its stated commitment to creating a healthy natural environment for our residents. In the decades since it was enacted however, the NEPA process has become burdensome. Arduous, costly federal permitting processes have delayed important projects in our county, such as the Corral Bottom Bridge replacement. The financial consequences of these delays are substantial. The Corral Bottom Bridge replacement began in 2014 with an anticipated construction date of 2019 and an estimated cost of \$6 million. Due largely to prolonged NEPA review, construction is now projected for 2029, with estimated costs rising to \$35 million. Millions of additional public dollars have been consumed by repetitive studies, duplicative documentation, and extended timelines, funds that could otherwise be used to address pressing infrastructure needs. **Commonsense reforms are needed.**

As the Senate considers reforms that will expedite important projects and reduce costs, we strongly support the SPEED Act's provisions guaranteeing local governments a seat at the table during the NEPA process by identifying "counties, boroughs, parishes, and other political subdivisions of a state" as cooperating agencies. Meaningful consultation is an important step during the permitting process.

Current implementation has become excessively time-consuming and costly. In Trinity County, critical infrastructure repairs have been delayed for years, turning manageable projects into major public safety and environmental risks.

As local leaders, we have expertise and perspectives that are important for federal decision-makers to incorporate as they review a project's local impacts. The SPEED Act would codify that intergovernmental partnership in federal law, and we strongly support its inclusion of this language.

The reforms proposed by the SPEED Act would make much-needed changes to streamline federal permitting and would have a substantial impact on important infrastructure projects in our county, allowing projects to move faster and funding to go further. We urge you to support the SPEED Act's commonsense provisions that would uphold local involvement in federal decision-making in any permitting reform legislation.

Thank you,

Heidi Carpenter-Harris, Chairman
Board of Supervisors
County of Trinity

Staff Report

Department: Health and Human Services - Behavioral Health Services
Contact: Elizabeth Hamilton
Phone: 530-623-1265
Item Title: Amendment - Progress House (24-045.1)

Requested Action

Approve amendment number 1 to the agreement with Progress House increasing the maximum cost by \$66,000 to provide substance use disorder residential and detox services.

Fiscal Impact

No impact to the General Fund; an additional \$66,000 per FY from Behavioral Health funding.

Summary

Behavioral Health has contracted with Progress House for Residential Substance Use Disorder Treatment and Detox Services. Due to increased demand for these services this year, utilization is approaching the current contract maximum. Behavioral Health requests an increase to the contract maximum from \$58,400 per fiscal year to \$124,400 per fiscal year, to ensure continued access to these services and to meet the needs of the community.

Discussion

N/A

Alternatives Including Fiscal Impact

Deny request and provide direction to staff.

Departmental Recommendation

Approve as requested.

CAO Recommendation

Approve as Requested

**STANDARD FORM PERSONAL SERVICES CONTRACT
BETWEEN
THE COUNTY OF TRINITY
AND
PROGRESS HOUSE, INC.**

THIS PERSONAL SERVICES CONTRACT ("Contract") is made and entered into this 19th day of March, 2024, by and between the **COUNTY OF TRINITY**, a political subdivision of the State of California ("County"), and **PROGRESS HOUSE, INC.** ("Contractor").

RECITALS

WHEREAS, County desires to retain a person or firm to provide Substance Use Disorder Residential and Detox Services; and

WHEREAS, County has entered into an agreement with the State of California Department of Health Care Services (State Contract) to provide Drug Medi-Cal Services to Trinity County Beneficiaries; and

WHEREAS, County has entered into an agreement with the State Department of Health Care Services (State Contract), which is the performance Contract, as required by Welfare and Institutions Code (WIC) sections 5650, subd. (a), 5651, 5897, and California Code of Regulations (CCR), Title 9, sections 3310, setting forth conditions and requirements County must meet in order to receive specific funding such as Mental Health Services Act (MHSA) and Substance Abuse Block Grant (SUBG); and

WHEREAS, the State Contract and Performance Contract require that all subcontracts be governed by and construed in accordance with all applicable laws, regulations, and contractual obligations set forth in the State Contract, and Performance Contract and that all County subcontractors comply with all terms and conditions of the State Contract; and

WHEREAS, Contractor represents and warrants that neither Contractor, nor any of its officers, agents, employees, contractors, subcontractors, volunteers, or five percent owners is excluded or debarred from participation in or being paid for participation in any Federal or State program; and

WHEREAS, Contractor is licensed by the State of California to provide the services in Exhibit A (Services to be Provided by Contractor) of this Contract; and

WHEREAS, Contractor has special trained, experienced staff to provide Substance Use Disorder Residential and/or Detox Services and desires to enter into a Contract with County to provide Residential and/or Detox Services to Trinity County Beneficiaries; and

WHEREAS, Pursuant to Government Code Section 31000, County may contract for special services on behalf of public entities including County Behavioral Health; and

WHEREAS, Contractor warrants that it is qualified and agreeable to render the aforesaid services.

NOW, THEREFORE, in consideration of the covenants, conditions, agreements, and stipulations set for the herein, the parties agree as follows:

AGREEMENT

NOW, THEREFORE, for and in consideration of the agreement made, and the payments to be made by County, the parties agree to the following:

- I. SCOPE OF SERVICES: Contractor agrees to provide all of the services described in Exhibit A.
- II. ADDITIONAL SERVICES: The County may desire services to be performed which are relevant to this Contract or the services to be performed hereunder but have not been included in the scope of the services listed in Paragraph I above, and Contractor agrees to perform said services upon the written request of County. These additional services could include, but are not limited to, any of the following:
 - A. Serving as an expert witness for the County in any litigation or other proceedings involving the project or services.
 - B. Services of the same nature as provided herein are required as a result of events unforeseen on the date of this contract.
- III. COUNTY FURNISHED SERVICES: The County agrees to:
 - A. Facilitate access to and make provisions for the Contractor to enter upon public and private lands as required to perform their work.
 - B. Make available to Contractor those services, supplies, equipment and staff that are normally provided for the services required by the type of services to be rendered by Contractor hereunder and as set forth in Exhibit A.
 - C. Make available all pertinent data and records for review.
- IV. TERM OF CONTRACT: This Contract shall commence on January 1st, 2024, and shall terminate on June 30th, 2026, unless sooner terminated in accordance with the terms hereunder.
- V. CONTRACT PERFORMANCE TIME: All the work required by this Contract shall be completed and ready for acceptance no later than June 30th, 2026. Time is of the essence with respect to this Contract.

- VI. FEES: The fees for furnishing services under this Contract shall be based on the rate schedule which is attached hereto as Exhibit B. Said fees shall remain in effect for the entire term of this Contract.
- VII. MAXIMUM COST TO COUNTY: Notwithstanding any other provision of this Contract, in no event will the cost to County for the services to be provided herein exceed the maximum sum of \$58,400.00 per fiscal year, including direct non-salary expenses.
- VIII. PAYMENT: The fees for services under this Contract shall be due within 45 calendar days after receipt and approval by County of an invoice covering the service(s) rendered to date.

With respect to any additional services provided under this Contract as specified in Paragraph II hereof, Contractor shall not be paid unless Contractor has received written authorization from County for the additional services prior to incurring the costs associated therewith. Said additional services shall be charged at the rates set forth on Exhibit B.

Invoices or applications for payment to the County shall be sufficiently detailed and shall contain full documentation of all work performed and all reimbursable expenses incurred. Where the scope of work on the Contract is divided into various tasks, invoices shall detail the related expenditures accordingly. Labor expenditures need documentation to support time, subsistence, travel, and field expenses. No expense will be reimbursed without adequate documentation. This documentation will include, but not be limited to, receipts for material purchases, rental equipment, and subcontractor work.

Notwithstanding any other provision herein, payment may be delayed, without penalty, for any period in which the State or Federal Government has delayed distribution of funds that are intended to be used by the County for funding payment to Contractor.

- IX. INSURANCE: Contractor shall procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives, employees, or subcontractors.

Minimum Scope and Limit of Insurance

- A. The Contractor shall maintain a commercial general liability (CGL) insurance policy (Insurance Services Office Form CG 00 01) covering CGL on an occurrence basis, including products and completed operations, property damage, bodily injury, and personal & advertising

injury, with limits in the amount of \$1,000,000, and a general aggregate limit of \$2,000,000.

The County, its officers, officials, employees, and volunteers are to be covered as additional insureds on the General Liability Policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor, including materials, parts, or equipment furnished in connection with such work or operations. Additional insured should read as follows:

Trinity County Behavioral Health
PO Box **1640**
Weaverville, CA 96093

- B. Contractor shall provide comprehensive business or commercial automobile liability coverage, including non-owned and hired automobile liability in the amount of \$1,000,000 per accident for bodily injury and property damage. Coverage shall be at least as broad as ISO Form CA0001 (Code 1); or, if Contractor has no owned autos or hired autos, then as broad as ISO Form CA0001 (Code 8); and, if Contractor has non-owned autos, then as broad as ISO Form CA0001 (Code 9).

The County, its officers, officials, employees, and volunteers are to be covered as additional insureds on the Automobile Liability policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor, including materials, parts, or equipment furnished in connection with such work or operations. Additional insured should read as follows:

Trinity County Behavioral Health
PO Box **1640**
Weaverville, CA 96093

- C. The Contractor shall be required to carry professional and errors & omissions coverage in the amount of \$1,000,000 per occurrence or claim, and \$2,000,000 aggregate.

Prior to the commencement of any work hereunder, the Contractor shall supply a Certificate of Insurance and endorsements, signed by the insurer, as evidence of such insurance as specified above to County. However, failure to obtain and provide the required documents to County prior to the work beginning shall not waive the Contractor's obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. Each insurance policy required above shall provide that coverage and shall not be canceled, except with prior written notice to the County.

Insurance is to be placed with an insurer with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the County.

Any deductibles or self-insured retentions must be declared to and approved by the County. The County may require the Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

For any claims related to this Contract, the Contractor's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 with respect to the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers, shall be in excess of the Contractor's insurance and shall not contribute with it.

Contractor hereby grants to County a waiver of any right to subrogation which any insurer of said Contractor may acquire against the County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.

- X. **WORKER'S COMPENSATION:** The Contractor acknowledges that it is aware of the provisions of the Labor Code of the State of California which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code and it certifies that it will comply with such provisions before commencing the performance of the services to be performed under this Contract and at all times during the performance of the services to be performed hereunder. A copy of the certificates evidencing such insurance with policy limits of at least \$1,000,000 per accident for bodily injury or disease (or, in the alternative, a signed County Workers' Compensation Exemption form) shall be provided to County prior to commencement of work.
- XI. **INDEMNIFICATION:** Contractor agrees to indemnify, defend at its own expense, and hold County harmless from any and all liabilities, claims, losses, damages, or expenses, including reasonable attorney's fees, arising from any and all acts or omissions to act of Contractor or its officers, agents, or employees in performing services under this Contract; excluding, however, such liabilities, claims, losses, damages, or expenses arising from County's sole negligence or willful misconduct.
- XII. **NONDISCRIMINATORY EMPLOYMENT:** In connection with the execution of this Contract and the services to be provided hereunder, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, national origin, political affiliation, ancestry, marital

status, or disability. This policy does not require the employment of unqualified persons.

- XIII. INTEREST OF PUBLIC OFFICIALS: No officer, agent or employee of the County during their tenure, nor for one year thereafter, shall have any interest, direct or indirect, in this Contract or the proceeds thereof.
- XIV. SUBCONTRACTING AND ASSIGNMENT: The rights, responsibilities and duties established under this Contract are personal to the Contractor and may not be subcontracted, transferred, or assigned without the express prior written consent of the County.
- XV. LICENSING AND PERMITS: The Contractor shall maintain the appropriate licenses throughout the life of this Contract. Contractor shall also obtain any and all permits which might be required by the work to be performed herein.
- XVI. BOOKS OF RECORD AND AUDIT PROVISION: Contractor agrees to maintain a working relationship with the small county shared monitoring group in order to conduct ongoing annual monitoring, reviews, and audits. Should the shared monitoring group dissolve, Trinity County will collaborate with the lead County to avoid any duplication to the monitoring, annual reviews, or auditing of the Contractor. Contractor shall maintain on a current basis complete books and records relating to this Contract. Such records shall include, but not be limited to, documents supporting all bids and all expenditures for which any reimbursement is sought. The books and records shall be original entry books. In addition, Contractor shall maintain detailed payroll records, including all subsistence, travel and field expenses, and canceled checks, receipts, and invoices for all items for which any reimbursement is sought. These documents and records shall be retained for at least ten years from the completion of this Contract (42CFR Sections 433.32, 438.3(h) and (u)). Contractor will permit County to audit all books, accounts or records relating to this contract or all books, accounts or records of any business entities controlled by Contractor who participated in this contract in any way. Any such audit may be conducted on Contractor's premises, or, at County's option, Contractor shall provide all books and records within a maximum of 15 calendar days upon receipt of written notice from County.

Contractor shall keep and maintain records for each service rendered, to whom it was rendered, and the date of each serviced, pursuant to WIC, Section 14124.1.

Contractor shall promptly refund any moneys erroneously charged. If County ascertains that it has been billed erroneously by Contractor for an amount equaling 5% or more of the original bid, Contractor shall be liable for the costs of the audit in addition to any other penalty to be imposed. This paragraph applies to any contract which provides for reimbursement of expenses.

- XVII. CONFIDENTIALITY: All information and records obtained in the course of providing services under this Contract shall be confidential and shall not be open to examination for any purpose not directly connected to the administration of this program or the services provided hereunder. Both parties shall comply with State and Federal requirements regarding confidential information.
- XVIII. TITLE: It is understood that any and all documents, information, computer disks, and reports of any kind concerning the services provided hereunder, prepared by and/or submitted to the Contractor, shall be the sole property of the County. The Contractor may retain reproducible copies of drawings and copies of other documents. In the event of the termination of this Contract, for any reason whatsoever, Contractor shall promptly turn over all information, writing, computer disks, and documents to County without exception or reservation. Contractor shall transfer from computer hard drive to disk any information or documents stored on hard drive and provide County with said disk.
- XIX. TERMINATION:
- A. Either party hereto may terminate this Contract for any reason by giving thirty (30) calendar days written notice to the other party. Notice of Termination shall be by written notice to the other party and shall be sent by registered mail.
 - B. If the Contractor fails to provide in any manner the services specified under this Contract or otherwise fails to comply with the terms of this Contract, or violates any ordinance, regulation, or other law which applies to its performance herein, the County may terminate this Contract by giving five calendar days written notice to Contractor.
 - C. The Contractor shall be excused for failure to perform services herein if such services are prevented by acts of God, strikes, labor disputes or other forces over which the Contractor has no control.
 - D. In the event of termination, not the fault of the Contractor, the Contractor shall be paid for services performed up to the date of termination in accordance with the terms of this Contract.
- XX. RELATIONSHIP BETWEEN THE PARTIES: It is expressly understood that in the performances of the services herein, the Contractor, and the agents and employees thereof, shall act in an independent capacity and as an independent contractor and not as officers, employees or agents of the County.
- XXI. AMENDMENT: This Contract may be amended or modified only by written agreement of both parties.
- XXII. ASSIGNMENT OF PERSONNEL: The Contractor shall not substitute any personnel for those specifically named in its proposal unless personnel with

substantially equal or better qualifications and experience are provided, acceptable to County, as evidenced in writing.

- XXIII. **WAIVER:** No provision of this Contract or the breach thereof shall be deemed waived, except by written consent of the party against whom the waiver is claimed.
- XXIV. **SEVERABILITY:** If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby. Each provision shall be valid and enforceable to the fullest extent permitted by law.
- XXV. **JURISDICTION AND VENUE:** This Contract and the obligations hereunder shall be construed in accordance with the laws of the State of California. The parties hereto agree that venue for any legal disputes or litigation arising out of this Contract shall be in Trinity County, California.
- XXVI. **ENTIRE AGREEMENT:** This Contract constitutes the entire agreement between the parties with respect to the subject matter hereof, and all prior or contemporaneous agreements, understandings, and representations, oral or written, are superseded.
- XXVII. **EXHIBITS:** All "Exhibits" referred to below or attached to herein are by this reference incorporated into this Contract:

Exhibit Designation	Exhibit Title
Exhibit A	Services to be provided by Contractor
Exhibit B	Compensation or Fees to be Paid to Contractor
Exhibit C	Health Insurance Portability and Accountability Act Supplement
Exhibit D	Perinatal Requirements
Exhibit E	Additional Terms and Conditions
Exhibit F	Providers Disclosure of Ownership/Information Regarding Officers, Owners, and Stockholders
Exhibit G	Restrictions on Salaries
Exhibit H	Drug Free Workplace Requirements
Exhibit I	Substance Use Disorder Prevention and Treatment Block Grant Services (aka SUBG) Requirements
Exhibit J	CA 590 and Federal W9 – Contractor to Complete and Return to County
Exhibit K	Financial Audits, Fraud, Waste and Abuse

- XXVIII. **DESIGNATED AGENTS:** The parties represent and warrant that they have full power and authority to execute and fully perform their obligations under this Contract pursuant to their governing instruments, without the need for any further

action, and that the person(s) executing this Contract on behalf of each party are the duly designated agents of each party and are authorized to do so.

- XXIX. **COMPLIANCE WITH APPLICABLE LAWS:** The Contractor shall comply with any and all federal, state and local laws, regulations, and ordinances affecting the services covered by this Contract. Contractor shall comply with the Health Insurance Portability and Accountability Act and shall execute the Health Insurance Portability and Accountability Act Supplement attached to this Contract as Exhibit C.
- XXX. **ATTORNEY'S FEES:** If any party hereto employs an attorney for the purpose of enforcing or construing this Contract, or any judgment based on this Contract, in any legal proceeding whatsoever, including insolvency, bankruptcy, arbitration, declaratory relief or other litigation, including appeals or rehearing, the prevailing party shall be entitled to receive from the other party, or parties thereto, reimbursement for all attorneys' fees and all costs, including but not limited to service of process, filing fees, court and court reporter costs, investigative costs, expert witness fees, and the cost of any bonds, whether taxable or not. If any judgment or final order is issued in that proceeding, said reimbursement shall be specified therein.
- XXXI. **NOTICES:** Any notice required to be given pursuant to the terms and conditions hereof shall be in writing and shall be via one of the following methods: personal delivery, prepaid Certified First-Class Mail, or prepaid Priority Mail with delivery confirmation. Unless others designated by either party, such notice shall be mailed to the address shown below:

If to County:

TRINITY COUNTY BEHAVIORAL HEALTH SERVICES
PO BOX 1640
WEAVERVILLE, CA 96093-1640
trinbhsfiscal@trinitycounty-ca.gov

If to Contractor:


PROGRESS HOUSE, INC.
PO BOX 1666
PLACERVILLE, CA 95667
Attn: Barbara Vermilyea

[signature page to follow]

IN WITNESS WHEREOF, the parties hereunto have executed this Contract on the date written below.

COUNTY OF TRINITY:

CONTRACTOR:

By: 

By: Cindy Carlson
Cindy Carlson (Apr 22, 2024 12:03 PDT)

Ric Leutwyler, Chairman

Name: Cindy Carlson

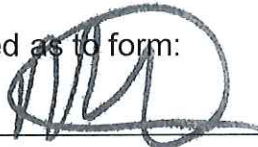
Trinity County Board of Supervisors

Title: Executive Director

Date: 3/19/2024

Date: Apr 22, 2024

Approved as to form:

By: 

Risk Management Approval

By: Laila H Cassis

Margaret E. Long

Laila Cassis, Director

County Counsel

Human Resources/Risk Management

EXHIBIT A

SERVICES TO BE PROVIDED BY CONTRACTOR

Pursuant to Welfare and Institutions Code (WIC) 14184.402(a), Contractor shall make all medical necessity determinations for covered Substance Use Disorder (SUD) treatment services provided to Drug Medi-Cal (DMC) beneficiaries in accordance with WIC Section 14059.5, regulations and guidelines, including Behavioral Health Information Notice (BHIN) 21-071, issued by the Department of Health Care Services (DHCS).

- I. Contractor shall provide beneficiaries referred by County with residential substance abuse treatment/recovery services pursuant to the laws and regulations of the State of California governing such programs. These services shall be provided at Contractor's licensed/certified facility and shall be staffed 24 hours per day. Contractor shall provide all legally required care and services for such clients, which shall include, but not necessarily limited to:
 - A. An alcohol and drug-free structured treatment/recovery program; and
 - B. Room and board; and
 - C. No less than twenty-four (24) hours per calendar week of structured alcohol and drug process group and education sessions facilitated by Contractor's paid program staff; and
 - D. No less than one fifty (50) minute individual counseling session per calendar week facilitated by Contractor's paid program staff; and
 - E. Case management services designed to teach and assist beneficiaries in the use of community-based resources including but not limited to 12-Step or other self-help support groups; and
 - F. Other such program elements as are required by the Department of Health Care Services (DHCS).
- II. Contractor shall provide to County, within fourteen (14) days following admission to Contractor's program, a written individualized treatment/recovery plan containing long and short-term goals and interventions for each beneficiary.
- III. Contractor shall consult with County's substance abuse staff on a regular basis, and as otherwise may be appropriate, regarding each beneficiary's progress and, at least five (5) days prior to discharge from the program, shall submit to County, via fax, a written discharge summary for each beneficiary addressing ongoing treatment goals and making recommendations for continuing services, and make arrangements for connecting beneficiary with County's out-patient services immediately upon discharge. If any beneficiary leaves or is discharged from Contractor's program prior to the planned date of discharge, Contractor shall immediately, or at the latest on the next business day, notify County of such event by telephone call, followed by a faxed written notification; such notice shall include the reason for and detailed circumstances of such event.

- IV. Contractor agrees to provide County with any reports which may be required by State or Federal agencies for compliance with this Agreement, and shall submit CalOMS and DATAR Reports to DHCS, in a timely manner. Further, Contractor shall prepare a year-end cost report, which shall be submitted annually during the term of this Agreement, to County prior to the 30th day of September; County shall provide the appropriate State forms and advise Contractor as needed in the preparation of the report.
- V. CONTRACTOR shall submit to County, by the tenth (10th) day of each month, a written status report consisting of the following data for the previous calendar month:
- A. Number and names of County's beneficiaries in treatment at the beginning of the month; and
 - B. Names, dates, and times of admission of County beneficiaries during the month; and
 - C. Name, reason(s) for early discharge, and date and time of discharge for each County beneficiaries terminated from Contractor's program during the reported month, where the discharge was made prior to successful completion of the treatment program; and
 - D. Name, date, and time of discharge for each County beneficiary discharged during the reported month after successful completion of the treatment program; and
 - E. Name and length of stay to date, as of the end of the reported month, for each County beneficiary admitted for treatment; and
 - F. If applicable, the name and pregnancy or postpartum status of each County beneficiary in treatment during the reported month, and if care of an infant was necessary during the reported month and, if so, the number of days such care was provided; and
 - G. If applicable, the name of each County beneficiary receiving or eligible for CalWORKS benefits.
- VI. Contractor shall post beneficiary' rights information and regulations, including rights of confidentiality, in a conspicuous location.
- VII. Contractor shall complete and submit to County, by July 30th of each Fiscal Year, a Risk Assessment Evaluation. Risk Assessment Evaluation form will be provided by County.
- VIII. Contractor shall give County's beneficiaries the same level of care as others with similar needs, and shall not discriminate among patients in admission practices, assignment of accommodations, provision for meals, or any other substantive element of the treatment program.
- IX. Contractor shall insure that services delivered under the terms of this contract reflect a comprehensive range of age appropriate, cost-effective, high quality intervention strategies directed so as to promote wellness, avert crises, and maintain clients within their own communities. Contractor shall make every effort to deliver services

which are culturally sensitive and culturally competent, and which include the following values:

- A. Services shall be delivered in the client's primary language or language of choice since language is the primary "carrier of culture."
 - B. Services should encourage the active participation of individuals in their own care, protect their confidentiality at all times, and recognize the rights of all individuals regardless of race, ethnicity, cultural background, disability, or personal characteristics.
 - C. Service delivery staff should reflect the racial, ethnic, and cultural diversity of the population being served.
 - D. Certain culturally sanctioned behaviors, values, or attitudes of individuals legitimately may conflict with "mainstream values" without indicating psychopathology or moral deviance.
 - E. Service delivery systems should reflect cultural diversity in methods of service delivery as well as policy.
 - F. The Contractor should instill values in staff which encourage them to confront racially or culturally biased behavior in themselves and others and which encourage them to increase their sensitivity and acceptance of culturally based differences.
 - G. Contractor will provide staff with at least two trainings per year that address the values described above. At least one of the trainings will focus on client culture.
- X. Contractor shall notify County when beneficiaries who reside in County are referred to and receive treatment from an Out-of-County Provider.
- XI. If Contractor is required to provide Tuberculosis testing for individuals referred through this Contract, County agrees to reimburse Contractor for the cost of such testing.
- XII. If applicable, Contractor shall provide evidence demonstrating their Medical Director has complied and received the required continuing medical education in addiction medicine each calendar year. Evidence shall be mailed or emailed to the COUNTY, attention to the Compliance Officer.

EXHIBIT B

COMPENSATION OR FEES TO BE PAID TO CONTRACTOR

All Services will be billed using Beneficiary Names, dates of service and DMC Procedure Codes with appropriate modifiers, if applicable.

Perinatal services will be billed in the same manner, and proof of pregnancy or postpartum date will be on file with both the Contractor and County, as required by Title 22.

Billing can be done via HCFA 1500 form, or another form of invoice, so long as all required information is present on invoice. Any invoice received that does not include all necessary information will be returned to Contractor for correction and resubmission.

Compensation for residential treatment services shall be \$160 per bed day for FY 23/24 and \$200 per bed day for FY 24/25.

It is understood and agreed by the parties hereto that County shall pay only for those beneficiaries who have been evaluated and referred by the County's substance abuse staff.

It is understood and agreed by the parties hereto that payment rightfully may be withheld by County if Contractor is not in compliance with this Contract's provisions, including but not limited to those items set forth in Exhibit A.

Contractor agrees to assist County referred clients in qualifying for General Assistance and/or CalFresh, the receipt of which from the clients, which shall be reflected on the invoice submitted to the County, will reduce the fees to be paid to Contractor by County.

EXHIBIT C

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT SUPPLEMENT

Definitions:

Terms used, but not otherwise defined, in this Contract shall have the same meaning as those terms in the Privacy Rule.

- a. Business Associate. "Business Associate" shall mean the Contractor named in the first paragraph of this agreement.
- b. Covered Entity. "Covered Entity" shall mean the County of Trinity.
- c. Designated Record Set. "Designated Record Set" shall mean:

(1) A group of records maintained by or for a covered entity that is:

- a. The medical records and billing records about individuals maintained by or for a covered health care provider;
- b. The enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or
- c. Used, in whole or in part, by or for the covered entity to make decisions about individuals.

(2) For purposes of this paragraph, the term record means any item, collection, or grouping of information that includes protected health information and is maintained, collected, used, or disseminated by or for a covered entity.

- d. Individual. "Individual" shall have the same meaning as the term "individual" in 45 CFR § 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR § 164.502(g).
- e. Privacy Rule. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.
- f. Protected Health Information. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR § 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- g. Required By Law. "Required By Law" shall have the same meaning as the term "required by law" in 45 CFR § 164.501.
- h. Secretary. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his designee.
- i. Electronic Protected Health Information. "Electronic Protected Health Information" ("EPHI") means individually identifiable health information that is transmitted or maintained in electronic media, limited to the information created, received, maintained or transmitted by Business Associate from or on behalf of Covered Entity.
- j. Security Incident. "Security Incident" shall mean the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with systems operations in an information system but does not include minor incidents that occur on a daily basis, such as scans, "pings", or

unsuccessful random attempts to penetrate computer networks or servers maintained by Business Associate.

- k. Security Rule. "Security Rule" shall mean the Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 160 and Part 164, Subparts A and C.

Obligations of Business Associate

Business Associate shall:

- a. Not use or disclose Protected Health Information other than as permitted or required by the Contract or as Required By Law.
- b. Use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Contract.
- c. Mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Contract.
- d. Report to Covered Entity any use or disclosure of the Protected Health Information in violation of the requirements of this Contract of which it becomes aware.
- e. Ensure that any agent, including a subcontractor, to whom it provides or receives Protected Health Information agrees to the same restrictions and conditions that apply through this Contract to Business Associate with respect to such information.
- f. Document disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR § 164.528.
- g. Provide to Covered Entity or an Individual, in time and manner agreed to between the parties, information collected pursuant to this Contract, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR § 164.528.
- h. Provide access, at the request of Covered Entity, and in the time and manner agreed to by the parties, to Protected Health Information in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 CFR §164.524.
- i. Make any amendment(s) to Protected Health Information in a Designated Record set that the Covered Entity directs or agrees to pursuant to 45 CFR §164.526 at the request of Covered Entity or an Individual, and in the time and manner agreed to between the parties.
- j. Business Associate shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of EPHI that Business Associate creates, receives, maintains, or transmits on behalf of Covered Entity.
- k. Business Associate shall conform to generally accepted system security principles and the requirements of the final HIPAA rule pertaining to the security of health information.

- l. Business Associate shall ensure that any agent to whom it provides EPHI, including a subcontractor, agrees to implement reasonable and appropriate safeguards to protect such EPHI.
- m. Business Associate shall report to Covered Entity any Security Incident within 5 business days of becoming aware of such incident.
- n. Business Associate shall make its policies, procedures, and documentation relating to the security and privacy of protected health information, including EPHI, available to the Secretary of the U.S. Department of Health and Human Services and, at Covered Entity's request, to the Covered Entity for purposes of the Secretary determining Covered Entity's compliance with the HIPAA privacy and security regulations.

Permitted Uses and Disclosures by Business Associate

Except as otherwise limited in this Contract, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in this Contract, provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity.

Obligations of Covered Entity

Covered Entity shall notify Business Associate of any:

- a. Limitation(s) in its notice of privacy practices of Covered Entity in accordance with 45 CFR § 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of Protected Health Information.
- b. Changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, to the extent that such changes may affect Business Associate's use or disclosure of Protected Health Information.
- c. Restriction to the use or disclosure of Protected Health Information that Covered Entity has agreed to in accordance with 45 CFR § 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of Protected Health Information.

Permissible Requests by Covered Entity

Covered Entity shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by Covered Entity.

Term and Termination

- a. Term. The Term of these provisions shall be concurrent with the term of the Contract, and shall terminate when all of the Protected Health Information provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy Protected Health Information, protections are extended to such information, in accordance with the termination provisions in this Section.

- b. Termination for Cause. Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:
 - a. Provide an opportunity for Business Associate to cure the breach or end the violation and terminate this Contract if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity; and
 - b. Immediately terminate this Contract if Business Associate has breached a material term of this Contract and cure is not possible; or
 - c. If neither termination nor cure are feasible, Covered Entity shall report the violation to the Secretary.
- c. Effect of Termination.
 - a. Except as provided in paragraph (2) of this section, upon termination of this Contract, for any reason, Business Associate shall return or destroy all Protected Health Information received from Covered Entity or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.
 - b. In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon determination that return, or destruction of Protected Health Information is infeasible, Business Associate shall extend the protections of this Contract to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

Reservation of Right to Monitor Activities.

Covered Entity reserves the right to monitor the security policies and procedures of Business Associate.

**Specific Provisions for Use and Disclosures by Business Associate of PHI
Subject to 42 CFR Part 2.**

- (a) Covered Entity operates a program for treatment of alcohol or drug abuse, receives federal financial assistance in the operation of that program, and is required to comply with 42 CFR Part 2 pertaining to use and disclosure of patient information and patient records.
- (b) Business Associate is a "Qualified Service Organization" as that term is defined at 42 CFR 2.11.
- (c) Business Associate acknowledges that it will have access to records that are covered by 42 CFR Part 2. Business Associate agrees that it is fully bound by the provisions of 42 CFR Part 2, and will only use and disclose protected health information as permitted by those regulations. Business Associate will, if necessary, resist in judicial proceedings any effort to obtain access to patient records not permitted by 42

CFR Part 2.

Miscellaneous

- a. Regulatory References. A reference in this Contract to a section in the Privacy Rule means the section as in effect or as amended.
- b. Amendment. The Parties agree to take such action as is necessary to amend this Contract from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191.
- c. Interpretation. Any ambiguity in this Contract shall be resolved to permit Covered Entity to comply with the Privacy Rule.

EXHIBIT D

PERINATAL REQUIREMENTS

Contractor must comply with the perinatal program requirements as outlined in the Perinatal Practice Guidelines. The Perinatal Practice Guidelines are attached as Exhibit D, Attachment 1, incorporated by reference. Contractor must comply with the current version of these guidelines until new Perinatal Practice Guidelines are established and adopted. The incorporation of any new perinatal Practice Guidelines into this Contract shall not require a formal amendment. Contractor receiving SUBG funds must adhere to the Perinatal Practice Guidelines, regardless of whether the Contractor exchanges perinatal funds for additional discretionary funds.

Providers of Perinatal Services must comply with the requirements contained in Title 22, Section 51341.1 (program requirements), Section 51490.1 (same day, second service) and 51516.1 (reimbursement rates). Additionally, medical documentation to substantiate pregnancy or last day of pregnancy must be in beneficiary record.

Perinatal certified substance use disorder program means a Medi-Cal certified program which provides substance use disorder services, as specified in Title 22, Section 51341.1, subsection (c)(4), to pregnant and postpartum women with substance use disorder diagnosis.

Perinatal Residential substance use disorder services program mean a non-institutional, non-medical, residential program with provided rehabilitation services to pregnant and postpartum women with substance use disorder diagnosis. Each Beneficiary shall live on the premises and shall be supported in her efforts to restore, maintain, and apply interpersonal and independent living skills and access community support systems. Programs shall provide a range of activities and services for pregnant and post-partum women, Supervision and treatment services shall be available day and night, seven days a week.

- I. Any Substance Use Disorder services listed in Title 22, Section 51341.1, subsection (d), shall be reimbursed at enhanced perinatal rates pursuant to Section 51516.1(a)(3) only when delivered by providers who have been certified pursuant to Section 51200 to provide perinatal Medi-Cal services to pregnant and postpartum women.
- II. Only pregnant and postpartum women are eligible to receive residential substance use disorder services.
- III. Perinatal services shall address treatment and recovery issues specific to pregnant and postpartum women, such as relationships, sexual and physical abuse, and development of parenting skills.
- IV. Perinatal services shall include:

- A. Mother/Child habilitative and rehabilitative services such as development of parenting skills, training in child development, which may include the provisions of childcare pursuant to Health and Safety Code Section 156.792.
- B. Service Access such as provisions or arrangements of transportation to medically necessary treatment.
- C. Education to reduce harmful effects of alcohol and drugs on the mother and fetus or the mother and infant; and
- D. Coordination of ancillary services such as assistance in accessing dental services, social services, community services, educational and/or vocational training or any other services that are medically necessary to prevent risk to fetus or infant.

EXHIBIT E

ADDITIONAL TERMS AND CONDITIONS

- I. Contractor shall comply with all State and Federal statutes, and regulations, the terms of this Contract, the terms of the State Contracts, all relevant BHINs, and any other applicable authorities. In the event of a conflict between the terms of this Contract and a State or Federal statute or regulation, or BHIN, the Contractor shall adhere to the applicable statute, regulation, or BHIN.
- II. Contractor shall comply with all regulations surrounding medical necessity, documentation requirements, and payment reform, including updating any internal policies affected by any BHIN issued by the Department of Health Care Services. All BHINs can be found at the following website:
[https://www.dhcs.ca.gov/formsandpubs/Pages/Behavioral Health Information Notice.aspx](https://www.dhcs.ca.gov/formsandpubs/Pages/Behavioral_Health_Information_Notice.aspx)
- III. All Drug Medi-Cal (DMC) Service Providers must comply with the Minimum Quality Drug Treatment Standards for DMC.
- IV. Substance Abuse Treatment providers participating in the DMC program must follow the requirements contained in the CCR, Title 22, Sections 51341.1
- V. Contractor shall ensure that the American Society of Addiction Medicine (ASAM) criteria is utilized to determine the appropriate level of care for each DMC beneficiary. (WIC 14184.402(e))
 - A. A full assessment utilizing ASAM criteria is not required for a DMC beneficiary to begin receiving covered and reimbursable SUD treatment services; an abbreviated ASAM screening tool may be used for initial screening, referral and access to clinically appropriate services.
 - B. For DMC beneficiaries 21 and over, a full assessment using the ASAM criteria shall be completed within 30 days of the beneficiary's first visit with an LPHA or registered/certified counselor.
 - C. DMC beneficiaries under 21, or for adults experiencing homelessness, a full assessment using the ASAM criteria shall be completed within 60 days of the DMC beneficiary's first visit with an LPHA or registered/certified counselor.
 - D. If a DMC beneficiary withdraws from treatment prior to completing the ASAM assessment and later returns, the time periods start over.

- VI. All DMC services, including initial assessments and medical necessity determinations delivered via telehealth or telephone shall be provided in accordance with the telehealth requirements set forth in BHIN 23-018, and any subsequent BHINs that supersede BHIN 23-018.
- VII. Contractor shall be licensed, registered, DMC enrolled, and/or approved in accordance with applicable laws and regulations. Contractor shall comply with the following regulations and guidelines, including but not limited to:
- A. Title 21, CFR Part 1300, et seq., Title 42, CFR, Part 8.
 - B. Title 22, California Code Regulations (Cal. Code Regs.), Sections 51341.1, 51490.1, and 51516.1.
 - C. Title 9, Cal. Code Regs., Div. 4, Chapter 4, Subchapter 1, Sections 10000, et seq.
 - D. Title 22, Cal. Code Regs., Div. 3, Chapter 3, Sections 51000, et seq.
 - E. In the event of conflicts, the provisions of Title 22 shall control if they are more stringent.
 - F. All federal and State civil rights laws prohibiting the unlawful discrimination of individuals on the basis of sex, race, color, religion, ancestry, national origin, ethnic group identification, age, mental disability, physical disability, medical condition, genetic information, marital status, gender, gender identity, or sexual orientation.
- VIII. Contractor and any subpart of Contractor that would be a covered health care provider if it were a separate legal entity shall comply with 45 CFR 162.410(a)(1). For purposes of this paragraph, a covered health care provider shall have the same definition as a covered entity set forth in 45 CFR 160.103. County shall make payments for covered services only if the Contractor is in compliance with federal regulations.
- IX. Lobbying Restrictions and Disclosure Certification
(Applicable to federally funded agreements in excess of \$100,000 per Section 1352 of the 31, U.S.C.)
- A. Certification and Disclosure Requirements
 - i. Each person (or recipient) who requests or receives a contract or agreement, subcontract, grant, or subgrant, which is subject to Section 1352 of the 31, U.S.C., and which exceeds \$100,000 at any tier, shall file a certification (in the form set forth in Attachment 1, consisting of one page, entitled "Certification Regarding Lobbying") that the recipient has not made, and will not make, any payment prohibited by Paragraph b of this provision.

- ii. Each recipient shall file a disclosure (in the form set forth in Attachment 2, entitled "Standard Form-LLL 'disclosure of Lobbying Activities'") if such recipient has made or has agreed to make any payment using nonappropriated funds (to include profits from any covered federal action) in connection with a contract, or grant or any extension or amendment of that contract, or grant, which would be prohibited under Paragraph b of this provision if paid for with appropriated funds.
- iii. Each recipient shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affect the accuracy of the information contained in any disclosure form previously filed by such person under Paragraph a(ii) herein. An event that materially affects the accuracy of the information reported includes:
 - 1. A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered federal action; and/or
 - 2. A change in the person(s) or individuals(s) influencing or attempting to influence a covered federal action; or
 - 3. A change in the officer(s), employee(s), or member(s) contacted for the purpose of influencing or attempting to influence a covered federal action.
- iv. Each person (or recipient) who requests or receives from a person referred to in Paragraph a(i) of this provision a contract or agreement, subcontract, grant or subgrant exceeding \$100,000 at any tier under a contract or agreement, or grant shall file a certification, and a disclosure form, if required, to the next tier above.
- v. All disclosure forms (but not certifications) shall be forwarded from tier to tier until received by the person referred to in Paragraph a(i) of this provision. That person shall forward all disclosure forms to DHCS Program Contract Manager.

B. Prohibition

Section 1352 of Title 31, U.S.C., provides in part that no appropriated funds may be expended by the recipient of a federal contract or agreement, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered federal actions: the awarding of any federal contract or

agreement, the making of any federal grant, the making of any federal loan, entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract or agreement, grant, loan, or cooperative agreement.

X. Federal Equal Opportunity Requirements

(Applicable to all federally funded agreements entered into by the Department of Health Care Services)

- A. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era. The Contractor will take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and career development opportunities and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Federal Government or DHCS, setting forth the provisions of the Equal Opportunity clause, Section 503 of the Rehabilitation Act of 1973 and the affirmative action clause required by the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. 4212). Such notices shall state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified applicants without discrimination based on their race, color, religion, sex, national origin physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era and the rights of applicants and employees.
- B. The Contractor will, in all solicitations or advancements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era.
- C. The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice, to be provided by the Federal Government or the

State, advising the labor union or workers' representative of the Contractor's commitments under the provisions herein and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

- D. The Contractor will comply with all provisions of and furnish all information and reports required by Section 503 of the Rehabilitation Act of 1973, as amended, the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. 4212) and of the Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and of the rules, regulations, and relevant orders of the Secretary of Labor.
- E. The Contractor will furnish all information and reports required by Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and the Rehabilitation Act of 1973, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the State and its designated representatives and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- F. In the event of the Contractor's noncompliance with the requirements of the provisions herein or with any federal rules, regulations, or orders which are referenced herein, this Agreement may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further federal and state contracts in accordance with procedures authorized in Federal Executive Order No. 11246 as amended and such other sanctions may be imposed and remedies invoked as provided in Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- G. The Contractor will include the provisions of Paragraphs a through g in every subcontract or purchase order unless exempted by rules,

regulations, or orders of the Secretary of Labor issued pursuant to Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or Section 503 of the Rehabilitation Act of 1973 or (38 U.S.C. 4212) of the Vietnam Era Veteran's Readjustment Assistance Act, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs or DHCS may direct as a means of enforcing such provisions including sanctions for noncompliance provided, however, that in the event the Contractor becomes involved in, or is threatened with litigation by a subcontractor or vendor as a result of such direction by DHCS, the Contractor may request in writing to DHCS, who, in turn, may request the United States to enter into such litigation to protect the interests of the State and of the United States.

XI. Federal Contract Funds

(Applicable only to that portion of an agreement funded in part or whole with federal funds.)

- A. It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of congressional appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays which would occur if the Agreement were executed after that determination was made.
- B. This agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government for the fiscal years covered by the term of this Agreement. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or any statute enacted by the Congress which may affect the provisions, terms or funding of this Agreement in any manner.
- C. It is mutually agreed that if the Congress does not appropriate sufficient funds for the program, this Agreement shall be amended to reflect any reduction in funds.
- D. County has the option to invalidate or cancel the Agreement with 30-days advance written notice or to amend the Agreement to reflect any reduction in funds.

XII. Air or Water Pollution Requirements

Any federally funded agreement and/or subcontract in excess of \$100,000 must comply with the following provisions unless said agreement is exempt by law.

- A. Government contractors agree to comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 USC 7606) section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations.
- B. Institutions of higher education, hospitals, nonprofit organizations and commercial businesses agree to comply with all applicable standards, orders, or requirements issued under the Clean Air Act (42 U.S.C. 7401 et seq.), as amended, and the Clean Water Act (33 U.S.C. 1251 et seq.), as amended.

EXHIBIT E - ATTACHMENT 1
CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making, awarding or entering into of this Federal contract, Federal grant, or cooperative agreement, and the extension, continuation, renewal, amendment, or modification of this Federal contract, grant, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency of the United States Government, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities" in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontractors, subgrants, and contracts under grants and cooperative agreements) of \$100,000 or more, and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S.C., any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Name of Contractor	Printed Name of Person Signing for Contractor
Progress House Inc.	Cindy Carlson
Contract / Grant Number	Signature of Person Signing for Contractor
24-045	<u>Cindy Carlson</u> <small>Cindy Carlson (Apr 22, 2024 12:03 PDT)</small>
Date	Title
Apr 22, 2024	Executive Director

EXHIBIT E – ATTACHMENT 2 DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure.)

1. Type of Federal Action: <input type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance	2. Status of Federal Action: <input type="checkbox"/> a. bid/offer/applicati on <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award	3. Report Type: <input type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change For Material Change Only: year _____ quarter _____ date of last report _____
4. Name and Address of Reporting Entity: <input type="checkbox"/> Prime Sub awardee Tier _____, if known: Congressional District, if known:	5. If Reporting Entity in No. 4 is a Sub awardee, Enter Name and Address of Prime: Congressional District, if known:	
6. Federal Department/Agency: 	7. Federal Program Name/Description: CFDA Number, if applicable:	
8. Federal Action Number, if known: 	9. Award Amount, if known: 	
10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI):	b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. required disclosure shall be subject to a not more than \$100,000 for each such failure.	Signature: _____ Print Name: _____ Title: _____ Telephone No. : _____	
Federal Use Only:		Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

INSTRUCTIONS FOR COMPLETION OF SELF DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether sub awardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State, and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the sub awardee, e.g., the first sub awardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Sub awardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan

- award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
 10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.
(b) Enter the full names of the individual(s) performing services and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
 11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

EXHIBIT F

PROVIDER'S DISCLOSURE OF OWNERSHIP

Contractor will provide the ownership disclosure statement referenced herein as "Attachment "A", Information Regarding Officers, Owners and Stockholders' prior to the Effective Date of this agreement and on an annual basis, upon any change in information, and upon request, if required by law or by Trinity County Behavioral Health Services. Legal requirements include but are not limited to Title 22 CCR Section 51000.35, 42 USC Sections 1320 a-3 (3) and 1320 a-5 et seq., and 42 CFR Sections 455.104, 455.105 and 455.106.

- I. Pursuant to 42 C.F.R. § 455.104, all County subcontractors/network providers must disclose ownership information set forth in subsection B (1).
- II. The County's Provider must be required to submit updated disclosures to the County upon submitting the provider application, before entering into or renewing contracts, and within 35 days after any change in the Provider's ownership or upon request of the County.
 - A. Disclosures to be Provided:
 - i. The name and address of any person (individual or corporation) with an ownership or controlled interest in the Provider. The address for corporate entities shall include, as applicable, a primary business address, every business location, and a P.O. Box address; and
 - ii. Date of birth and Social Security Number (in the case of an individual); and
 - iii. Other tax identification number (in the case of a corporation with an ownership or control interest in the Provider, of five percent [5%] or more interest); and
 - iv. Whether the person (individual or corporation) with an ownership or control interest in the Provider is related to another person with ownership or control interest in the same or any other Provider of the County as a spouse, parent, child, or sibling; or whether the person (individual or corporation) with an ownership or control interest in any subcontractor in which the Provider has a five percent [5%] or more interest is related to another person with ownership or control interest in the Provider as a spouse, parent, child, or sibling; and
 - v. The name of any other disclosing entity in which the Provider or subcontractor has an ownership or control interest; and
 - vi. The name, address, date of birth, and Social Security Number of any managing employee of the Provider.

EXHIBIT F – ATTACHMENT A

Information Regarding Officers, Owners, and Stockholders

List the names of the officers, owners, stockholders, or any relatives owning more than five percent (5%) of the stock issued by Contractor, and/or major creditors holding more than five percent (5%) of the debt of the Contractor. (Title 22, CCR, Section 53250).

Shannon Durst Board President

Kevin Caskey Board Member

Ken Torkelson Board Secretary

Merethe Dyer Board Treasure

Greg Cox Board Vice President

I certify that all people employed by this company and who own more than five percent (5%) of this company or own more than five percent (5%) of the stock issued by this company, are listed above. I further certify that all creditors holding more than five percent (5%) of the debt of this company are listed above.

Signature: *Cindy Carlson* Date: Apr 22, 2024
Cindy Carlson (Apr 22, 2024 12:03 PDT)

Name: Cindy Carlson

Title: Executive Director

EXHIBIT G

RESTRICTIONS ON SALARIES

Contractor agrees that no part of any Federal Funds provided under this contract shall be used by 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 Wage schedules may be found at https://grants.nih.gov/grants/policy/salcap_summary.htm

Federal funds used to pay a salary in excess of the rate of basic pay level for Level I of the Executive Schedule shall be subject to disallowance. The amount disallowed shall be determined by subtracting the individual's 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 Federal funds.

Contractor agrees to comply with the provisions of the Hatch Act (Title 5 USC, Sections 151-1508), which limit the political activity of employees whose principal employment activities are funded in whole or in part with Federal Funds.

Signature: *Cindy Carlson*
Cindy Carlson (Apr 22, 2024 12:03 PDT)

Date: Apr 22, 2024

Name: Cindy Carlson

Title: Executive Director

EXHIBIT H

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:

- I. 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 violation.
- II. Establish a Drug-Free awareness Program to inform employees about:
 - A. The dangers of drug abuse in the workplace; and
 - B. The persons or organizations policy of maintaining a drug-free workplace; and
 - C. Any available counseling, rehabilitation, and employee assistance
 - D. Penalties that may be imposed upon employees for drug abuse violations.
- III. Provide that every employee who works on the proposed agreement will:
 - A. Receive a copy of the drug-free policy statement; and
 - B. Agree to abide by the terms of the company statement as a condition of the employment agreement.

Failure to comply with these requirements may result in suspension of payments under the Contract or termination of the Contract or both, and Contractor may be ineligible for future award of any agreement with County if County determines that Contractor has made false certification or violated the certification by failing to carry out the requirements as noted above.

EXHIBIT I

Substance Use Disorder Prevention and Treatment Block Grant Services (aka SUBG)

I. Federal Award Subrecipient

1. The Substance Abuse Prevention and Treatment Block Grant (SABG) is a federal award within the meaning of Title 45, Code of Federal Regulations (CFR), Part 75. This Contract is a subaward of the federal award to DHCS.
2. Contractor is a subrecipient and subject to all applicable administrative requirements, cost principles, and audit requirements that govern federal monies associated with the SABG set forth in the Uniform Guidance 2 CFR Part 200, as codified by the U.S. Department of Health and Human Services (HHS) at 45 CFR Part 75.
3. As a subrecipient, the Contractor shall:
 - a) Maintain effective internal control over the SABG funds.
 - b) Comply with federal statutes, regulations, including 45 CFR Part 75, and terms and conditions of the SABG grant.
 - c) Evaluate and monitor its activities and the activities of all subcontractors for compliance with applicable statutes, regulations, and terms and conditions of the subaward.
 - d) Address any instances of noncompliance promptly, including noncompliance identified in audit findings.

II. General Provisions

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. No Unlawful Use or Unlawful Use Messages Regarding Drugs

Contractor agrees that information produced through these funds, and which pertains to drugs 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.

C. Noncompliance with Reporting Requirements

Contractor agrees that County has the right to withhold payments until Contractor has submitted any required data and reports to County and DHCS, as identified in Exhibit A, Section VII and in Exhibit I, Part III – DATAR Reporting Requirements.

D. 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).

E. Debarment and Suspension

Contractor shall not subcontract with or employ any party listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp. p. 189) and 12689 (3 CFR part 1989., p. 235), "Debarment and Suspension." SAM exclusions contain the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

The Contractor shall advise all subcontractors of their obligation to comply with applicable federal debarment and suspension regulations, in addition to the requirements set forth in 42 CFR Part 1001.

If a Contractor subcontracts or employs an excluded party DHCS and the County have the right to withhold payments, disallow costs, or issue a CAP, as appropriate, pursuant to HSC Code 11817.8(h).

F. Restriction on Distribution of Sterile Needles

No SABG funds made available through this Contract shall be used to carry out any program that includes the distribution of sterile needles or syringes for the hypodermic injection of any illegal drug unless DHCS chooses to implement a demonstration syringe services program for injecting drug users.

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

All work performed under this Contract is subject to HIPAA, Contractor shall perform the work in compliance with all applicable provisions of HIPAA. As identified in Exhibit C, County and Contractor shall cooperate to assure mutual agreement as to those transactions between them, to which this provision applies. Refer to Exhibit C 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 Health and Human Services (HHS) Transaction Standard Regulation (45 CFR 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 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 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 162.915 (d)).

2. 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.

3. Deficiencies

Contractor agrees to correct transactions, errors, or deficiencies identified by DHCS or the County, and transactions errors or deficiencies identified by an enrolled provider if the Contractor is acting as a clearinghouse for that provider. When Contractor 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.

4. Code Set Retention

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

5. Data Transmission Log

Both parties shall establish and maintain a Data Transmission Log which shall record any and all Data Transmissions 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.

H. 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).

I. Adolescent Substance use Disorder Best Practices Guidelines

Contractor must follow DHCS guidelines in developing and implementing youth treatment programs funded under this Exhibit. The Adolescent Best Practices Guidelines can be found at the following web address.

https://www.dhcs.ca.gov/Documents/CSD_CMHCS/Adol%20Best%20Practices%20Guide/AdolBestPracGuideOCTOBER2020.pdf

No formal amendment of this Contract is required for new guidelines to be incorporated into this contract.

J. Counselor Certification

Any counselor or registrant 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 registered or 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 AOD treatment (42 USC 300x-23 (45 CFR 96.126(e)).

M. Tuberculosis Treatment

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

1. Routinely make available TB services to each individual receiving treatment for AOD use and/or abuse.
2. Reduce barriers to patients' accepting TB treatment.
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 the Trafficking Victims Protection Act of 2000 (22 United States Code (USC) 7104(g)) as amended by section 1702 of Pub. L. 112-239.

O. Tribal Communities and Organizations

Contractor shall regularly assess (e.g. review population information available through Census, compare to information obtained in the California Outcome

Measurement System for Treatment (CalOMS-Tx) to determine whether the 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. Byrd Anti-Lobbying Amendment (31 USC 1352)

Contractor certifies that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 USC 1352. Contractor shall also disclose to County and DHCS any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

Q. 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.

R. 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 individuals with disabilities.
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. Confidentiality of Alcohol and Drug Abuse Patient Records (42 CFR Part 2, Subparts A – E).

S. State Law Requirements:

1. Fair Employment and Housing Act (Government Code Section 12900 et seq.) and the applicable regulations promulgated thereunder (2 CCR 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 13000.
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 DHCS to withhold payments under this

Contract or terminate all, or any type, of funding provided hereunder.

T. Additional Contract Restrictions

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

U. Information Access for Individuals with Limited English Proficiency

1. Contractor shall comply with all applicable provisions of the Dymally-Alatorre Bi-lingual Services Act (Government Code sections 7290-7299.8) regarding access to materials that explain services available to the public as well as providing language interpretation services.
2. Contractor shall comply with the applicable provisions of Section 1557 of the Affordable Care Act (45 CFR Part 92), including, but not limited to, 45 CFR 92.201, when providing access to: (a) materials explaining services available to the public, (b) language assistance, (c) language interpreter and translation services, and (d) video remote language interpreting services.

V. Subcontract Provisions

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

III. DATAR Reporting Requirements

Drug and Alcohol Treatment Access Report (DATAR) The DATAR business rules and requirements are:

- A. 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 DHCS.
- B. The Contractor shall ensure that treatment providers who reach or exceed 90 percent of their dedicated capacity, report this information to DHCSOWPS@dhcs.ca.gov within seven days of reaching capacity.

- C. The Contractor shall ensure that all DATAR reports are submitted by either Contractor-operated treatment services and by each subcontracted treatment provider to DHCS by the 10th of the month following the report activity month.
- D. The Contractor shall ensure that all applicable providers are enrolled in DHCS' web- based DATARWeb program for submission of data, accessible on the DHCS website when executing the subcontract.
- E. 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 by secure, encrypted e-mail to DHCS at: ITServiceDesk@dhcs.ca.gov before the established data submission deadlines. The written notice shall include a CAP that is subject to review and approval by DHCS. A grace period of up to 60 days may be granted, at DHCS' sole discretion, for the Contractor to resolve the problem before SABG payments are withheld pursuant to 45 CFR Section 75.371 and HSC Section 11817.8. (See Exhibit B, Part II, Section (2)(A)(6)).
- F. If DHCS experiences system or service failure, no penalties will be assessed to Contractor for late data submission.
- G. 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.

EXHIBIT J

W9 – Required to be completed by Contractor.
CA-590 - Required to be completed by Contractor.

<https://www.irs.gov/pub/irs-pdf/fw9.pdf>

See Exhibit G, Attachment 1

<https://www.ftb.ca.gov/forms/2023/2023-590.pdf>

See Exhibit G, Attachment 2

EXHIBIT K

FINANCIAL AUDITS, FRAUD, WASTE AND ABUSE

I. Audit and Record Retention

- A. Contractor and/or Subcontractor shall maintain books, records, documents, and other evidence, accounting procedures and practices, sufficient to properly reflect all direct and indirect costs of whatever nature claimed to have been incurred in the performance of this Agreement, including any matching costs and expenses. The foregoing constitutes "records" for the purpose of this provision.
- B. Contractor's and/or subcontractor's facility or office or such part thereof as may be engaged in the performance of this Agreement and his/her records shall be subject at all reasonable times to inspection, audit, and reproduction.
- C. Contractor agrees that County, DHCS, the Department of General Services, the Bureau of State Audits, or their designated representatives including the Comptroller General of the United States shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, the Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Government Code Section 8546.7, Public Contract Code (PCC) Sections 10115 et seq., Code of California Regulations Title 2, Section 1896.77.) The Contractor shall comply with the above and be aware of the penalties for violations of fraud and for obstruction of investigation as set forth in PCC Section 10115.10.
- D. Contractor and/or Subcontractor shall preserve and make available his/her records (1) for a period of six years for all records related to Disabled Veteran Business Enterprise (DVBE) participation (Military and Veterans Code 999.55), if this Agreement involves DVBE participation, and three years for all other contract records from the date of final payment under this Agreement, and (2) for such longer period, if any, as is required by applicable statute, by any other provision of this Agreement, or by subparagraphs (a) or (b) below.

- a. If this Agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of three years from the date of any resulting final settlement.
 - b. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the three-year period, the records shall be retained until completion of the action and resolution of all issues which arise from ii, or until the end of the regular three-year period, whichever is later.
- E. The Contractor and/or Subcontractor may, at its discretion, following receipt of final payment under this Agreement, reduce its accounts, books and records related to this Agreement to microfilm, computer disk, CD ROM, DVD, or other data storage medium. Upon request by an authorized representative to inspect, audit or obtain copies of said records, the Contractor and/or Subcontractor must supply or make available applicable devices, hardware, and/or software necessary to view, copy and/or print said records. Applicable devices may include, but are not limited to, microfilm readers and microfilm printers, etc
- F. The Contractor shall, if applicable, comply with the Single Audit Act and the audit requirements set forth in 2 C.F.R. § 200.501 (2014)

II. Drug Medi-Cal Financial Audits

- A. Contractor shall be responsible for any disallowances taken by the Federal Government, DHCS, 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 DHCS 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.
- B. Contractor agrees to promptly develop and implement any corrective action plans in a manner acceptable to DHCS and the County 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 DHCS and the County within six months from the date of the plan.
- C. Contractor, in coordination with DHCS and the County, shall provide follow-up on all significant findings in the audit report, including findings relating to a subcontractor, and submit the results to DHCS and the County.

If differences cannot be resolved between DHCS and the Contractor regarding the terms of the final financial audit settlements for funds expended under Exhibit B, Contractor may request an appeal in accordance with the appeal process described in the Division 9, Part 3, Chapter 7, Article 5.3 of the W&I Code.

- D. Providers of DMC services shall, upon request, make available to DHCS and the County 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 this Contract. These records include, but are not limited to, matters pertaining to:
- a. Provider ownership, organization, and operation
 - b. Fiscal, medical, and other recordkeeping systems
 - c. Federal income tax status
 - d. Asset acquisition, lease, sale, or other action
 - e. Franchise or management arrangements
 - f. Patient service charge schedules
 - g. Costs of operation
 - h. Amounts of income received by source and purpose
 - i. Flow of funds and working capital
- E. Contractor shall keep a record of the beneficiaries being treated at each location. Contractor shall retain beneficiary records for either ten years from the final date of a contract period, the completion of any audit, or the date a service was rendered, whichever occurs later.
- F. Contractor agrees to maintain and preserve, until three years after termination of Contract and final payment from DHCS to the Contractor, to permit DHCS or any duly authorized representative, to have access to, examine or audit any pertinent books, documents, papers and records related to this Contract and to allow interviews of any employees who might reasonably have information related to such records.

III. Site Inspection

- A. The State, through any authorized representatives, has the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed hereunder including subcontract supported activities and the premises in which it is being performed. If any inspection or evaluation is made of the premises of the Contractor or Subcontractor, the Contractor shall provide and shall require Subcontractors to provide all reasonable facilities and assistance for the safety

and convenience of the authorized representatives in the performance of their duties. All inspections and evaluations shall be performed in such a manner as to not unduly delay the work.

Agreement - Progress House 24-045 needs signatures

Final Audit Report

2024-04-22

Created:	2024-04-22
By:	Danica Reslock (dreslock@trinitycounty-ca.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAZiVA2ueHW6zHyK62-A4q3Yk66q2TE91

"Agreement - Progress House 24-045 needs signatures" History

-  Document created by Danica Reslock (dreslock@trinitycounty-ca.gov)
2024-04-22 - 3:24:58 PM GMT
-  Document emailed to ccarlson@progresshouseinc.org for signature
2024-04-22 - 3:28:02 PM GMT
-  Email viewed by ccarlson@progresshouseinc.org
2024-04-22 - 7:00:08 PM GMT
-  Signer ccarlson@progresshouseinc.org entered name at signing as Cindy Carlson
2024-04-22 - 7:03:32 PM GMT
-  Document e-signed by Cindy Carlson (ccarlson@progresshouseinc.org)
Signature Date: 2024-04-22 - 7:03:34 PM GMT - Time Source: server
-  Agreement completed.
2024-04-22 - 7:03:34 PM GMT

**AMENDMENT NO. 1
TO
STANDARD FORM PERSONAL SERVICES CONTRACT
(NO. 24-045)
BETWEEN
THE COUNTY OF TRINITY
AND
PROGRESS HOUSE, INC.**

WHEREAS, a Contract was entered into the 19th day of March, 2024 ("Contract") by and between the COUNTY OF TRINITY ("County"), and **PROGRESS HOUSE, INC.** ("Contractor"), to provide **Substance Use Disorder Residential and Detox Services**; and

WHEREAS, the Contract provides for a termination date of June 30th, 2026; and

WHEREAS, the parties wish to:

1. Amend section VII, Maximum Cost to County.

WHEREAS, the Contract provides for amendments;

NOW, THEREFORE, the parties hereto agree to the following:

1. Amend section VII, Maximum Cost to County by removing "the maximum sum of \$58,400.00 per fiscal year" and replace it with "the maximum sum of \$124,400.00 per fiscal year".

In all other respects, the terms of the Contract are affirmed.

[signature page to follow]

IN WITNESS WHEREOF, the parties hereby have caused this Amendment No. 1 to be executed on this 20th day of January, 2025.

COUNTY OF TRINITY:

CONTRACTOR:

By: _____

By: _____

Heidi Carpenter-Harris, Chairman

Name: Cindy Carlson

Trinity County Board of Supervisors

Title: Executive Director

Date: _____

Date: _____

Approved as to form:

Risk Management Approval

By: _____

By: _____

Margaret E. Long

Laila Cassis, Director

County Counsel

Human Resources/Risk Management

Staff Report

Department: Health and Human Services - Public Health
Contact: Elizabeth Hamilton
Phone: 530-623-1265
Item Title: Agreement - Data Strategy Consulting, LLC (26-005)

Requested Action

Approve an agreement with Data Strategy Consulting, LLC to provide public health technical assistance and disease surveillance support.

Fiscal Impact

No impact to the General Fund; up to \$190,000 from Public Health grant funding.

Summary

Investments have been made in local health jurisdictions to transform the public health landscape in California and accelerate the state toward a 21st century public health system. Trinity Health and Human Services Agency - Public Health (HHSA-PH) continues to utilize CASPHI grant funding to build the infrastructure needed to protect our communities and improve the lives of our residents. Data Strategy Consulting, LLC has been a continued partner in ensuring ongoing communicable and non-communicable disease surveillance in Trinity County, providing continuous program planning support and working to overall strengthen our daily public health operations, including providing technical assistance around key items related to Public Health Accreditation, and essential public health services.

Discussion

N/A

Alternatives Including Fiscal Impact

Deny request and provide direction to staff.

Departmental Recommendation

Approve as presented.

CAO Recommendation

Approve as Requested

**STANDARD FORM PERSONAL SERVICES CONTRACT
BETWEEN
THE COUNTY OF TRINITY
AND
DATA STRATEGY CONSULTING, LLC**

THIS PERSONAL SERVICES CONTRACT ("Contract") is made and entered into this 1st day of January 2026, by and between the **COUNTY OF TRINITY**, a political subdivision of the State of California ("County"), and **DATA STRATEGY CONSULTING, LLC**, a sole proprietor ("Contractor").

RECITALS

WHEREAS, County desires to retain a person or firm to provide the following services: Communicable, and non-communicable disease surveillance, community health assessment support, performance management technical assistance and health services program planning and integration support.

WHEREAS, Contractor warrants that it is qualified and agreeable to render the aforesaid services; and

WHEREAS, the parties hereto wish to enter into agreement terms provided by contractor which are attached hereto as Exhibit A; and

WHEREAS, the agreement terms provided by Contractor do not meet the requirements of the County's contracting policy; and

WHEREAS, the parties wish to supersede certain terms provided by Contractor with the below terms.

AGREEMENT

NOW, THEREFORE, for and in consideration of the agreement made, and the payments to be made by County, the parties agree to the following:

- I. **TERM OF CONTRACT:** This Contract shall commence on January 1, 2026, and shall terminate on December 31, 2027, unless sooner terminated in accordance with the terms hereunder.
- II. **CONTRACT PERFORMANCE TIME:** All the work required by this Contract shall be completed and ready for acceptance no later than December 31, 2027. Time is of the essence with respect to this Contract.
- III. **MAXIMUM COST TO COUNTY:** Notwithstanding any other provision of this Contract, in no event will the cost to County for the services to be provided herein exceed the maximum sum of \$190,000.00, including direct non-salary expenses.

- IV. INSURANCE: Contractor shall procure and maintain for the duration of the Contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives, employees, or subcontractors.

Minimum Scope and Limit of Insurance

- A. The Contractor shall provide proof of personal Automobile Liability insurance of each employee traveling in relation to training or support of this contract of not less than \$300,000 combined single limit per occurrence or aggregate of equivalent for bodily injury and property damage as a result of any once occurrence including coverage for Owned, Hired, and Non-Owned Automobiles. Each personal insurance policy required above shall provide that coverage shall not be canceled, except with notice to the Entity.

The County, its officers, officials, employees, and volunteers are to be covered as additional insureds on the General Liability Policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor, including materials, parts, or equipment furnished in connection with such work or operations. Additional insured should read as follows:

Trinity County
PO Box 399
Weaverville, CA 96093

- B. The Contractor shall be required to carry professional coverage in the amount of \$1,000,000 per occurrence or claim, and \$2,000,000 aggregate.

Prior to the commencement of any work hereunder, the Contractor shall supply a Certificate of Insurance and endorsements, signed by the insurer, evidencing such insurance as specified above to County. However, failure to obtain and provide the required documents to County prior to the work beginning shall not waive the Contractor's obligation to provide them. The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. Each insurance policy required above shall provide that coverage and shall not be canceled, except with prior written notice to the County.

Insurance is to be placed with an insurer with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the County.

Any deductibles or self-insured retentions must be declared to and approved by the County. The County may require the Contractor to purchase coverage with a

lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

For any claims related to this Contract, the Contractor's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 with respect to the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers, shall be in excess of the Contractor's insurance and shall not contribute with it.

Contractor hereby grants to County a waiver of any right to subrogation which any insurer of said Contractor may acquire against the County by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.

- V. **WORKER'S COMPENSATION:** The Contractor acknowledges that it is aware of the provisions of the Labor Code of the State of California which requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code and it certifies that it will comply with such provisions before commencing the performance of the services to be performed under this Contract and at all times during the performance of the services to be performed hereunder. A copy of the certificates evidencing such insurance with policy limits of at least \$1,000,000 per accident for bodily injury or disease (or, in the alternative, a signed County Workers' Compensation Exemption form) shall be provided to County prior to commencement of work.
- VI. **INDEMNIFICATION:** Contractor agrees to indemnify, defend at its own expense, and hold County harmless from any and all liabilities, claims, losses, damages, or expenses, including reasonable attorney's fees, arising from any and all acts or omissions to act of Contractor or its officers, agents, or employees in performing services under this Contract; excluding, however, such liabilities, claims, losses, damages, or expenses arising from County's sole negligence or willful misconduct.
- VII. **NONDISCRIMINATORY EMPLOYMENT:** In connection with the execution of this Contract and the services to be provided hereunder, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, age, sex, national origin, political affiliation, ancestry, marital status or disability. This policy does not require the employment of unqualified persons.
- VIII. **INTEREST OF PUBLIC OFFICIALS:** No officer, agent or employee of the County during their tenure, nor for one year thereafter, shall have any interest, direct or indirect, in this Contract or the proceeds thereof.

- IX. **SUBCONTRACTING AND ASSIGNMENT:** The rights, responsibilities and duties established under this Contract are personal to the Contractor and may not be subcontracted, transferred or assigned without the express prior written consent of the County.
- X. **LICENSING AND PERMITS:** The Contractor shall maintain the appropriate licenses throughout the life of this Contract. Contractor shall also obtain any and all permits which might be required by the work to be performed herein.
- XI. **RELATIONSHIP BETWEEN THE PARTIES:** It is expressly understood that in the performances of the services herein, the Contractor, and the agents and employees thereof, shall act in an independent capacity and as an independent contractor and not as officers, employees or agents of the County.
- XII. **SEVERABILITY:** If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby. Each provision shall be valid and enforceable to the fullest extent permitted by law.
- XIII. **JURISDICTION AND VENUE:** This Contract and the obligations hereunder shall be construed in accordance with the laws of the State of California. The parties hereto agree that venue for any legal disputes or litigation arising out of this Contract shall be in Trinity County, California.
- XIV. **ENTIRE AGREEMENT:** This Contract constitutes the entire agreement between the parties with respect to the subject matter hereof, and all prior or contemporaneous agreements, understandings, and representations, oral or written, are superseded.
- XV. **EXHIBITS:** All "Exhibits" referred to below or attached to herein are by this reference incorporated into this Contract:

Exhibit Designation	Exhibit Title
Exhibit A	Contractor Consulting Agreement
Exhibit B	Health Insurance Portability and Accountability Act Supplement

- XVI. **COMPLIANCE WITH APPLICABLE LAWS:** The Contractor shall comply with any and all federal, state and local laws, regulations, and ordinances affecting the services covered by this Contract. Contractor shall comply with the Health Insurance Portability and Accountability Act and shall execute the Health Insurance Portability and Accountability Act Supplement attached to this Contract as Exhibit B.
- XVII. **ATTORNEY'S FEES:** If any party hereto employs an attorney for the purpose of enforcing or construing this Contract, or any judgment based on this Contract, in any legal proceeding whatsoever, including insolvency, bankruptcy, arbitration, declaratory relief or other litigation, including appeals or rehearing, the prevailing

party shall be entitled to receive from the other party, or parties thereto, reimbursement for all attorneys' fees and all costs, including but not limited to service of process, filing fees, court and court reporter costs, investigative costs, expert witness fees, and the cost of any bonds, whether taxable or not. If any judgment or final order be issued in that proceeding, said reimbursement shall be specified therein.

[signature page to follow]

IN WITNESS WHEREOF, the parties hereunto have executed this Contract on the date written below.

COUNTY OF TRINITY:

CONTRACTOR:

By: _____
Heidi Carpenter-Harris, Chairman
Trinity County Board of Supervisors
Date: _____

By: _____
Sarah Marikos, Principal
Data Strategy Consulting, LLC
Date: _____

Approved as to form:

Risk Management Approval

By: _____
Margaret E. Long
County Counsel

By: _____
Laila Cassis, Director
Human Resources/Risk Management

EXHIBIT A

CONSULTING AGREEMENT

Between:

Trinity County Public Health

- and -

Data Strategy Consulting, LLC

1. Data Strategy Consulting, LLC “Consultant” and Trinity County Public Health “Trinity County” have agreed that Consultant shall provide certain services, as defined below, and hereby agree to the following terms.
 2. **Consulting Services.** Consultant shall provide the consulting services as indicated in this Agreement (the “Services”) as agreed upon between the Parties.
 3. **For purposes of this Agreement, “Services” shall be defined as:**

Data Strategy Consulting will conduct activities to support essential public health services and Trinity County Public Health’s goal of accreditation (specifically PHAB domains 1, 2, and 5). These goals will be achieved through:

1. Implementation of the Trinity County Public Health Surveillance Plan
 - a. Develop additional communication assets for selected surveillance topics for broader dissemination
 - b. Adjust plan and plan priorities when requested
 - c. Support Trinity staff to implement portions of the plan
 2. Conducting the 2027 Community Health Assessment
 3. Providing technical assistance and support, including program planning and performance management
 4. Fulfilling miscellaneous data and planning requests
 5. Providing technical assistance to Behavioral Health, when requested
-
4. **Term of Agreement.** The Services will commence January 1, 2026, and will continue until December 31, 2027; or earlier, as agreed upon by Consultant and Trinity County, or as terminated pursuant to this Agreement.
 5. **Fee for Services.** Trinity County shall pay to the Consultant \$7,500 per month, covering up to 30 hours of work per month. Should Trinity County require services beyond the allocated monthly hours, the Consultant will notify Trinity County in advance. Trinity

County will then have the option to approve or decline the additional services. If additional hours are approved, they will be billed at a rate of \$300 per hour.

Consultant shall invoice Trinity County and payment must be processed and remitted to Consultant within thirty (30) business days of receipt of any invoice. The maximum allowable under this contract is \$190,000.

6. **Taxes.** Consultant shall be an independent contractor and shall bear all responsibility for Consultant's resultant tax liability from any such fee for services.
7. **Expenses.** Trinity County will reimburse Consultant for expenses associated with travel to, from, and in Trinity County, including gas (at the approved rate), lodging, food, and any other travel-related expenses. All travel must be approved in advance by Trinity County. Travel for up to 3 people to travel to Trinity County twice during the contract period is estimated to be \$7,000; costs included in maximum contract cost defined in section 5. Consultant shall assume responsibility for all other reasonable expenses necessary to effectively provide its Services under this Agreement.
8. **Services.** Consultant shall perform the Services to the best of its ability and to a standard of a reasonable professionalism within the industry of the Services to be provided. Any personnel provided by the Consultant shall perform their work to the same professional standard.
9. **Time of Services.** Consultant shall devote the reasonably required time necessary for the completion of the Services. It shall be a material term of this Agreement that the Consultant shall complete the Services within the time period as agreed to by the Parties.
10. **Conflicts.** Consultant shall not be restricted in offering its services to other individuals or businesses while the Services are being offered, unless doing so would be in conflict with the interests of Trinity County.
11. **Rules and Regulations.** Consultant and its employees, personnel and contractors shall always comply with any necessary laws, codes and regulations as well as the rules and regulations of Trinity County, provided that Trinity County has made the Consultant aware of these rules and regulations.
12. **Indemnity.** Each party shall indemnify and hold harmless the other party or any of the other party's directors, officers, employees or agents from any and all claims, actions, losses, expenses, costs or damages which the damaged party or any of its directors, officers, employees or agents may become exposed to as a result of (a) the negligence of the other party or its personnel in the performance of the Services.
13. **Consultant Not an Employee.** The Consultant and any of its employees or personnel who may be providing the Services under this Agreement are not employees of Trinity County and are not entitled to receive any benefits from Trinity County. Further, Trinity

County shall not be required to make contributions for employment insurance, provincial/state or federal pension plans, workers' compensation or similar premiums, employer health tax and other similar levies on behalf of any of the Consultant's employees or personnel.

14. **Termination for cause.** Trinity County or Consultant may terminate this Agreement (the "**Terminating Party**") at any time in the event that either of the Parties breaches any part of this Agreement (the "**Breaching Party**"), so long as prior written notice is given by the Terminating Party and the breach is not remedied by the Breaching Party within 30 Business Days, defined as any day that is not a Saturday, Sunday or Statutory Holiday in the jurisdiction set forth at Section 22 herein.
15. **Provisions Operating following Termination.** Following the termination of this Agreement for any reason, with or without cause, the provisions of paragraphs 12, 13, 14, 15, 16, 17 and 18 and any other provisions of this Agreement necessary to give those paragraphs power shall continue in full force and effect.
16. **Assignment.** This Agreement shall be to the benefit of, and binding upon, the successors and permitted assigns of Trinity County and the Consultant. The Consultant may not assign its rights or obligations under this Agreement without the prior written consent of Trinity County.
17. **Amendments.** For any amendment to this Agreement to be valid or binding it must be in writing and signed by both parties.
18. **Severability.** Each of the paragraphs contained in this Agreement is distinct and severable and a declaration of invalidity, illegality or unenforceability of any provision or part by a court of competent jurisdiction shall not affect the validity or enforceability of any other paragraph of this Agreement.
19. **Notices.** Any notice to be made or given under this Agreement shall be given in writing and may be made by personal delivery or by electronic mail to the following recipient at the addresses below:

TO: Consultant, sarah@datastrategyconsulting.org

TO: Trinity County, kford@trinitycounty.org

Notice given by personal delivery shall be deemed to have been given on the day of delivery, and if given by registered mail, on the third day following delivery of the notice.

20. **Governing Law.** This Agreement shall be governed by and constructed in accordance with the laws of California and the federal laws applicable therein.

21. **Mediation.** In the event any issues arise as a result of this Agreement that cannot be resolved between the parties, Consultant and Trinity County agree to enter into mediation, subject to the Rules of the Marin County Superior Court. If mediation is not effective, then either party may undertake litigation, to enforce the terms and conditions of this agreement.
22. **Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

EXHIBIT B

HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT SUPPLEMENT

Definitions:

Terms used, but not otherwise defined, in this Contract shall have the same meaning as those terms in the Privacy Rule.

- a. Business Associate. "Business Associate" shall mean the Contractor named in the first paragraph of this agreement.
- b. Covered Entity. "Covered Entity" shall mean the County of Trinity.
- c. Designated Record Set. "Designated Record Set" shall mean:
 - (1) A group of records maintained by or for a covered entity that is:
 - a. The medical records and billing records about individuals maintained by or for a covered health care provider;
 - b. The enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or
 - c. Used, in whole or in part, by or for the covered entity to make decisions about individuals.
 - (2) For purposes of this paragraph, the term record means any item, collection, or grouping of information that includes protected health information and is maintained, collected, used, or disseminated by or for a covered entity.
- d. Individual. "Individual" shall have the same meaning as the term "individual" in 45 CFR § 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR § 164.502(g).
- e. Privacy Rule. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, Subparts A and E.
- f. Protected Health Information. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR § 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- g. Required By Law. "Required By Law" shall have the same meaning as the term "required by law" in 45 CFR § 164.501.
- h. Secretary. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his designee.
- i. Electronic Protected Health Information. "Electronic Protected Health Information" ("EPHI") means individually identifiable health information that is transmitted or maintained in electronic media, limited to the information created, received, maintained or transmitted by Business Associate from or on behalf of Covered Entity.
- j. Security Incident. "Security Incident" shall mean the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with systems operations in an information system, but does not include minor incidents that occur on a daily basis, such as scans, "pings", or unsuccessful random attempts to penetrate computer networks or servers maintained by Business Associate.

- k. Security Rule. “Security Rule” shall mean the Standards for the Protection of Electronic Protected Health Information at 45 CFR Part 160 and Part 164, Subparts A and C.

Obligations of Business Associate

Business Associate shall:

- a. Not use or disclose Protected Health Information other than as permitted or required by the Contract or as Required By Law.
- b. Use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Contract.
- c. Mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Contract
- d. Report to Covered Entity any use or disclosure of the Protected Health Information in violation of the requirements of this Contract of which it becomes aware.
- e. Ensure that any agent, including a subcontractor, to whom it provides or receives Protected Health Information agrees to the same restrictions and conditions that apply through this Contract to Business Associate with respect to such information.
- f. Document disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR § 164.528.
- g. Provide to Covered Entity or an Individual, in time and manner agreed to between the parties, information collected pursuant to this Contract, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR § 164.528.
- h. Provide access, at the request of Covered Entity, and in the time and manner agreed to by the parties, to Protected Health Information in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 CFR §164.524.
- i. Make any amendment(s) to Protected Health Information in a Designated Record set that the Covered Entity directs or agrees to pursuant to 45 CFR §164.526 at the request of Covered Entity or an Individual, and in the time and manner agreed to between the parties.
- j. Business Associate shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of EPHI that Business Associate creates, receives, maintains, or transmits on behalf of Covered Entity.
- k. Business Associate shall conform to generally accepted system security principles and the requirements of the final HIPAA rule pertaining to the security of health information.
- l. Business Associate shall ensure that any agent to whom it provides EPHI, including a subcontractor, agrees to implement reasonable and appropriate safeguards to protect such EPHI.

- m. Business Associate shall report to Covered Entity any Security Incident within 5 business days of becoming aware of such incident.
- n. Business Associate shall make its policies, procedures, and documentation relating to the security and privacy of protected health information, including EPHI, available to the Secretary of the U.S. Department of Health and Human Services and, at Covered Entity's request, to the Covered Entity for purposes of the Secretary determining Covered Entity's compliance with the HIPAA privacy and security regulations.

Permitted Uses and Disclosures by Business Associate

Except as otherwise limited in this Contract, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in this Contract, provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity.

Obligations of Covered Entity

Covered Entity shall notify Business Associate of any:

- a. Limitation(s) in its notice of privacy practices of Covered Entity in accordance with 45 CFR § 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of Protected Health Information.
- b. Changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, to the extent that such changes may affect Business Associate's use or disclosure of Protected Health Information.
- c. Restriction to the use or disclosure of Protected Health Information that Covered Entity has agreed to in accordance with 45 CFR § 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of Protected Health Information.

Permissible Requests by Covered Entity

Covered Entity shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by Covered Entity.

Term and Termination

- a. Term. The Term of these provisions shall be concurrent with the term of the Contract, and shall terminate when all of the Protected Health Information provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy Protected Health Information, protections are extended to such information, in accordance with the termination provisions in this Section.
- b. Termination for Cause. Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:
 - a. Provide an opportunity for Business Associate to cure the breach or end the violation and terminate this Contract if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity;

- b. Immediately terminate this Contract if Business Associate has breached a material term of this Contract and cure is not possible; or
- c. If neither termination nor cure are feasible, Covered Entity shall report the violation to the Secretary.
- c. Effect of Termination.
 - a. Except as provided in paragraph (2) of this section, upon termination of this Contract, for any reason, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.
 - b. In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon determination that return or destruction of Protected Health Information is infeasible, Business Associate shall extend the protections of this Contract to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

Reservation of Right to Monitor Activities.

Covered Entity reserves the right to monitor the security policies and procedures of Business Associate.

Specific Provisions for Use and Disclosures by Business Associate of PHI Subject to 42 CFR Part 2.

- (a) Covered Entity operates a program for treatment of alcohol or drug abuse, receives federal financial assistance in the operation of that program, and is required to comply with 42 CFR Part 2 pertaining to use and disclosure of patient information and patient records.
- (b) Business Associate is a "Qualified Service Organization" as that term is defined at 42 CFR 2.11.
- (c) Business Associate acknowledges that it will have access to records that are covered by 42 CFR Part 2. Business Associate agrees that it is fully bound by the provisions of 42 CFR Part 2, and will only use and disclose protected health information as permitted by those regulations. Business Associate will, if necessary, resist in judicial proceedings any effort to obtain access to patient records not permitted by 42 CFR Part 2.

Miscellaneous

- a. Regulatory References. A reference in this Contract to a section in the Privacy Rule means the section as in effect or as amended.
- b. Amendment. The Parties agree to take such action as is necessary to amend this Contract from time to time as is necessary for Covered Entity to comply with the

requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191.

- c. Interpretation. Any ambiguity in this Contract shall be resolved to permit Covered Entity to comply with the Privacy Rule.

Staff Report

Department: Health and Human Services - Veterans Services
Contact: Elizabeth Hamilton
Phone: 530-623-1265
Item Title: Certificates of Compliance - CDVA 2025-2026

Requested Action

Authorize the Chairman to sign the CA Dept of Veterans Affairs certificates of compliance for the County subvention and Medi-Cal cost avoidance programs for FY 25/26.

Fiscal Impact

No fiscal impact.

Summary

Activities under the Medi-Cal cost avoidance program by CalVet reasonably benefit the California Department of Health Care Services or realize cost avoidance to Medi-Cal programs. Certificates of Compliance are an annual requirement to receive funding from the State of California for the Veteran Services Office.

Discussion

N/A

Alternatives Including Fiscal Impact

Deny the item as presented and provide guidance to staff.

Departmental Recommendation

Approve the item, authorize the Chairman's signature, and sign the agreement as requested.

CAO Recommendation

N/A

DEPARTMENT OF VETERANS AFFAIRS

1227 O Street
SACRAMENTO, CALIFORNIA 95814
Telephone: (800) 952-5626
Fax: (916) 653-2456



Annual Medi-Cal Cost Avoidance Certificate of Compliance
Fiscal Year 2025/2026

I certify that _____ County has an appointed veteran serving as the 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 the CalVet under this agreement will reasonably benefit the Department of Health Care Services (DHCS) or realize cost avoidance to the Medi-Cal program. All State and County Medi-Cal Eligibility Workers who generate a Form MC 05 (Military Verification and Referral form) 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
(Or other County Official authorized
By the Board to act on their behalf)

Date

SCAN AND UPLOAD THIS COMPLETED FORM VIA THE AGENCY ATTACHMENTS IN VETPRO

DEPARTMENT OF VETERANS AFFAIRS

1227 O Street
Sacramento, California 95814
Telephone: (800) 952-5626
Fax: (916) 653-2456



Annual Subvention Certificate of Compliance Fiscal Year 2025/2026

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 _____ County has an appointed veteran serving 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 must achieve and maintain accreditation from the California Department of Veterans Affairs within 18 months of employment or within 18 months of the County Veterans Service Officer position becoming vacant, whichever occurs first. County Veterans Service Representative employees must also achieve and maintain accreditation from the California Department of Veterans Affairs within 18 months of employment.

I 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 employees 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 or of the State of California.

I certify that only employees who shall meet the definition of a **Veteran Services Representative (VSR)** as described in 38 CFR § 14.629, and whose duties include the preparation, presentation, and prosecution of claims for VA benefits, will seek or be referred for accreditation through CalVet. Any VSR accredited through CalVet must understand the following:

I certify that information contained within the VetPro database will not be distributed to any entity outside of the County Veteran Service Office, including other County departments. Additionally, I certify that all College Fee Waiver

DEPARTMENT OF VETERANS AFFAIRS

1227 O Street
Sacramento, California 95814
Telephone: (800) 952-5626
Fax: (916) 653-2456



Approval and Denial Letters will be generated within the VetPro database. I also authorize the County Veterans Service Officer to actively promote the California Veterans License Plate program and other California State benefits for veterans, dependents and survivors, and to assist in the application for those benefits.

I certify 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*. The County Veterans Service Officer will permit CalVet representatives to inspect all records upon request.

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

Date

SCAN AND UPLOAD THIS COMPLETED FORM VIA THE AGENCY ATTACHMENTS IN VETPRO

Staff Report

Department: Sheriff
Contact: Tim Saxon
Phone: 530-623-3740
Item Title: Letter of support - MCRP

Requested Action

Authorize the Chairman to sign a letter of support regarding the development of a joint County/State Male Community Reentry Program (MCRP) facility.

Fiscal Impact

No fiscal impact.

Summary

Shasta County Sheriff is providing a presentation on a joint, multi-county MCRP concept and based upon the presentation provided, the letter of support is for board consideration.

Additional material on the joint MCRP concept is included as attachments to this staff report.

Discussion

N/A

Alternatives Including Fiscal Impact

N/A

Departmental Recommendation

N/A

CAO Recommendation

Approve as Requested



SHASTA COUNTY SHERIFF

Michael L. Johnson
SHERIFF - CORONER

November 21, 2025

The Honorable Gavin Newsom
Governor of California
1021 O Street, Suite 9000
Sacramento, CA 95814

Dear Governor Newsom,

As the elected Sheriff of Shasta County, I am writing to strongly urge the inclusion of dedicated funding in the 2026-27 Governor's Budget to support a County/State partnership for a Male Community Reentry Program (MCRP) in our region.

Law enforcement leaders across California recognize that effective reentry programs are critical to breaking the cycle of incarceration. The data is clear—when properly structured, community-based rehabilitation dramatically reduces recidivism, strengthens public safety, and supports long-term stability. Since the California Department of Corrections and Rehabilitation launched its MCRP initiative in 2015, the program has demonstrated measurable success in helping individuals reintegrate safely and productively.

Shasta County is ready to take this effort to the next level. Our proposed joint County/State MCRP would serve as a regional model for coordinated correctional transition—combining resources from the Sheriff's Office, Probation, Behavioral Health, and local workforce partners. The planned 100-bed facility—split between state-supervised and county-supervised individuals—will deliver structured reentry services, accountability, and opportunities that reduce the likelihood of reoffending. 12 North State county Sheriffs have unified in support of this regional corrections model: Del Norte, Humboldt, Mendocino, Siskiyou, Modoc, Lassen, Plumas, Trinity, Glenn, Lake, Sonoma and Shasta.

We have secured a 90-acre piece of property which will serve as the Corrections and Rehabilitation Campus, including the MCRP. We are preparing to release a Request for Proposals for qualified MCRP service providers. The Amity Foundation, an established MCRP partner with proven results across California, has expressed interest in leading both construction and operational phases of this initiative.

As Sheriff, I see firsthand the human and fiscal cost of repeated incarceration. I also see the opportunity and we must do better—by investing in programs that create safer communities

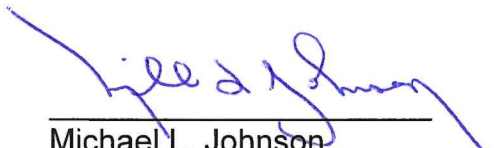
through rehabilitation rather than revolving-door confinement.

I respectfully request your administration's leadership in prioritizing funding for male community reentry partnerships within the January 10, 2026, budget proposal. Shasta County stands ready to pilot this collaborative model and demonstrate its potential to improve outcomes statewide.

Thank you for your continued commitment to public safety and community well-being.

Respectfully,

Sincerely,


Michael L. Johnson
Shasta County Sheriff-Coroner
300 Park Marina Circle
Redding, CA 96001
(c) 530-945-9996
mljohnson@shastacounty.gov



Sheriff Garrett Scott
Del Norte County



Sheriff Justin Gibbs
Glenn County



Sheriff William Honsal
Humboldt County



Sheriff Luke Bingham
Lake County



Sheriff John McGarva
Lassen County



Sheriff Matt Kendall
Mendocino County



Sheriff Tex Dowdy
Modoc County



Sheriff Chad Hermann
Plumas County



Sheriff Jeremiah Larue
Siskiyou County



Sheriff Eddie Engram
Sonoma County



Sheriff Tim Saxon
Trinity County



Sheriff Dave Kain
Tehama County

From: [Stefany Blankenship](#)
To: [Trent Tuthill](#)
Subject: RE: Letter of Support for Male Community Reentry Program
Date: Wednesday, November 26, 2025 12:53:10 PM
Attachments: [image004.png](#)
[image009.png](#)
[image010.png](#)
[image011.png](#)
[image012.png](#)
[image013.png](#)
[image014.png](#)
[image015.png](#)
[image016.png](#)
[image001.png](#)

Hi Trent,

Thank you for reaching out!

There's no fixed deadline at this point, the timing is flexible and should align with whatever works best for your county.

As we continue discussions with the State and gain clarity on the project's prospective timeline, there will be opportunities to incorporate additional letters of support into the overall package.

While earlier is always helpful, we completely understand the constraints of the end-of-year schedule and the upcoming holidays.

Ideally, receiving letters by January 2026 would still be timely and beneficial to the ongoing conversation with the State.

Please don't hesitate to reach out if you have any other questions or need additional information.

Best regards,




Stefany Blankenship
Chief Deputy Clerk of the Board | County of Shasta
1450 Court Street, Suite 308B
Redding, CA 96001
Cell: 530-782-3576 | Office: 530-225-3757
www.shastacounty.gov



Electronic Privacy/Confidentiality Notice: This e-mail and any attachments contain information that is, or may be covered by, the Electronic Communication Privacy Act, Title 18 U.S.C 2510-2521, and may also be confidential and proprietary and is for the sole use of the intended recipient(s). As the intended recipient(s), this disclosure may be protected by Federal confidentiality rules (42 CFR Part 2). Federal laws prohibit you from disclosing this information further unless further disclosure is expressly permitted by the written consent of the person to whom it pertains or as otherwise permitted by 42 CFR Part 2. A general authorization to release medical or other information is insufficient for this purpose. The Federal rules restrict any use of the data to investigate or prosecute any alcohol or drug abuse patient criminally. If you have received this e-mail in error, contact the sender, indicating you received this communication in error, and then immediately delete and destroy all copies of the message.

From: Trent Tuthill <ttuthill@trinitycounty.org>
Sent: Monday, November 24, 2025 6:04 PM
To: Stefany Blankenship <sblankenship@shastacounty.gov>
Subject: RE: Letter of Support for Male Community Reentry Program

 **EXTERNAL SENDER:** Do not follow links or open attachments unless you recognize the sender and know the content is safe.

Stephany

What type of timeframe are you looking at for the letter of support. I know Supervisors and Sheriffs have been discussing the topic and the topic will be discussed at the state Sheriff meeting next week.

Thanks
Trent

Trent Tuthill
Trinity County Administrative Officer
(530) 623-1382
ttuthill@trinitycounty.org



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From: Stefany Blankenship <sblankenship@shastacounty.gov>
Sent: Thursday, November 20, 2025 12:15 PM
Cc: David Rickert <drickert@shastacounty.gov>; Stewart Buettell <sbuettell@shastacounty.gov>; Clerk of the Board Mailbox <ClerkoftheBoard@shastacounty.gov>
Subject: FW: Letter of Support for Male Community Reentry Program

Dear County Administrators,

We are reaching out to formally request your support for an important regional initiative: the development of a Male Community Reentry Program (MCRP) facility in Shasta County. As noted in the recent email from Shasta County's CEO Dave Rickert (see below), the proposed facility would serve as a regional resource for Northern California, providing critical reentry services to eligible individuals transitioning from incarceration back into our communities.

To demonstrate broad regional support for this initiative, we are asking for a letter of support from your County Board of Supervisors. We have attached a template letter for your convenience, which can be customized as needed to reflect your county's perspective.

We believe this program will offer significant benefits to all participating jurisdictions by improving public safety outcomes, reducing recidivism, and supporting successful reintegration efforts across the region.

Please let us know if you have any questions or would like additional information. We would be happy to provide further details or participate in any discussions necessary to facilitate your Board's consideration.

Thank you for your time and consideration of this important initiative.

Best regards,



Stefany Blankenship
Chief Deputy Clerk of the Board | County of Shasta
1450 Court Street, Suite 308B
Redding, CA 96001
Cell: 530-782-3576 | Office: 530-225-3757
www.shastacounty.gov

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From: David Rickert <drickert@shastacounty.gov>
Sent: Thursday, November 13, 2025 2:06 PM
To: David Rickert <drickert@shastacounty.gov>
Subject: Letter of Support for Male Community Reentry Program

Dear County Executive Officers,

Shasta County is working on an initiative to develop a (MCRP) Male Community Reentry Program. We plan to locate this program in Shasta County. This would be a regional facility serving Northern California. We believe this will be beneficial to all involved jurisdictions. My County Board will be voting on the attached letter to Governor Newsome on November 18th. Once passed, we would then formally request a support letter from your county. My goal now is to keep you informed of this initiative. Please contact me with any questions regarding this.



David J. Rickert
County Executive Officer | County of Shasta
1450 Court Street, Suite 314
Redding, CA 96001
Cell: 530-782-2693 | Office: 530-225-3736
www.shastacounty.gov

Del Norte	Neal Lopez	CAO
Siskiyou	Angela Davis	CAO
Modoc	Chester Robertson	CAO
Humboldt	Elishia Hayes	CAO
Lake	Susan Parker	CAO
Trinity	Trent Tuthill	CAO
Sonoma	M. Christina Rivera	CEO

Tehama	Gabriel Hydrick	CAO
Lassen	Maurice Anderson	CAO
Plumas	Joshua Mizrahi	HR Director
Glenn	Scott De Moss	CAO
Mendocino	Darci Antle	CEO



TRINITY COUNTY

Board of Supervisors

P.O. BOX 1613, WEAVERVILLE, CALIFORNIA 96093-1613

PHONE (530) 623-1217 FAX (530) 623-8365

January 20, 2026

The Honorable Gavin Newsom
Governor of California
1021 O Street, Suite 9000
Sacramento, CA 95814

RE: Request for State Investment in County/State Partnership for Male Community Reentry Program

Dear Governor Newsom,

On behalf of the Trinity County Board of Supervisors, we respectfully request that you include funding in the proposed 2026-27 State Budget to expand and modernize Male Community Reentry Programs (MCRPs), specifically, County/State partnerships that pilot a coordinated approach to rehabilitation and reintegration.

MCRPs have a long history of successfully reintegrating individuals back into communities and reducing recidivism. Research from a 2021 Stanford University study found that well-structured community reentry programs can reduce recidivism by up to 92%. The California Department of Corrections and Rehabilitation launched MCRPs in 2015 and now offer this program to state prisoners in 8 locations across 5 counties to participants from all California counties.

Shasta County is prepared to serve as a pilot site for the first joint County/State MCRP. Their proposal envisions a collaborative reentry facility providing 100 beds, 60 for state-supervised and 40 for county-supervised individuals, with comprehensive services designed to reduce recidivism and improve long-term outcomes. The 40 county beds would be a regional facility for many of the counties in Northern California also looking to reduce jail capacity and improve outcomes for incarcerated individuals.

Shasta County has secured property and will soon be releasing an RFP for MCRP providers. They have been in extensive conversation with the Amity Foundation, an experienced MCRP provider for the State, about leading the construction of the facility and operating the program.

We believe this is a moment for innovation in public safety—one that moves beyond punishment toward true rehabilitation. By partnering with the State, Shasta County and its neighboring counties can demonstrate how alignment between corrections, probation, behavioral health, and workforce systems can break the cycle of reoffending and help individuals return to their communities as contributing citizens.

We request your leadership in ensuring that male community reentry partnerships are included as a funded priority in the January 10, 2026, State Budget.

Thank you for your continued commitment to improving public safety and transforming lives across our state.

Sincerely,

Heidi Carpenter-Harris, Chairman
Board of Supervisors
County of Trinity

cc: Joe Stephenshaw, Director, California Department of Finance
Shasta County Board of Supervisors

Staff Report

Department: Community Development - Planning
Contact: Drew Plebani
Phone: 530-623-1351
Item Title: Public Scoping Meeting - 2050 GPU EIR

Requested Action

Conduct a public scoping meeting regarding the Environmental Impact Report for the Trinity County 2050 General Plan Update

Fiscal Impact

No fiscal impact.

Summary

Receive a presentation from County staff and Rincon Consultants and conduct a Public Scoping Meeting regarding preparation of the Environmental Impact Report for the Trinity County 2050 General Plan and Zoning Code Update.

Discussion

A Notice of Preparation (NOP) has been issued to notify interested parties of the preparation of an Environmental Impact Report (EIR) for the Trinity County General Plan Update Project (project). The County will be the lead agency under the California Environmental Quality Act (CEQA) and will prepare an EIR to evaluate the environmental effects associated with the project. This NOP has been issued to provide an opportunity for the public, as well as responsible and trustee agencies to submit comments on the scope of the EIR in relation to the project description. Agencies should comment on such information as it relates to their statutory responsibilities in connection with the project.

The programmatic EIR will evaluate the potential impacts associated with the development of the preferred land use scenario that may occur within the Plan Area through the year 2050. Following the adoption of the updated General Plan, subsequent projects that are consistent with the General Plan would undergo a streamlined CEQA environmental review and approval process. This NOP and background documents associated with the project are available for review on the County's webpage at: <https://www.trinitycounty.org/636/Planning-Environmental-Review>.

Project Description

Trinity County is updating its General Plan, the State-mandated document that guides how and where the county will grow over the next 25 years. The Plan covers topics such as land use, transportation, housing, conservation, open space, and public safety. It will shape Trinity County's future and define County priorities for years to come. The objectives of the General Plan Update include:

- Express the community's vision for Trinity County's future
- Provide a balance between growth and conservation that meets community needs and

- protects Trinity County's quality of life
- Inform residents, developers, and decision makers of the ground rules that guide development
- Ensure that development occurs in an efficient, orderly manner that minimizes costs to taxpayers
- Engage in a comprehensive and inclusive outreach process

The project also includes related updates to the County's Zoning Code to more specifically outline allowable uses and permitting processes for development on parcels throughout the county, to reflect changes in State law, and ensure consistency with the 2050 General Plan. In addition, the County is undertaking countywide rezonings primarily to acknowledge the federal jurisdiction of large areas of public land in the County, and updates to the Cannabis Ordinance within the Zoning Code to clarify existing requirements.

Potential Environmental Effects and Scope of the EIR

The EIR for the project will focus on the resource areas/issues germane to this particular project. The EIR will evaluate the potentially significant environmental impacts of the project and, if any significant environmental effects are identified, will evaluate whether there are feasible mitigation measures that may lessen or avoid such impacts. The EIR will also identify and evaluate alternatives to the project that could lessen or avoid any significant environmental impacts. As to the topics identified for study in the EIR, the EIR will evaluate all environmental issue areas identified in Appendix G of the CEQA Guidelines. Potential impacts will be addressed at both project and cumulative levels. As of the date of this NOP and based on currently available information, it is anticipated that the proposed project may have potentially significant impacts in connection with: Aesthetics, Agriculture and Forestry Resources, Air Quality, Biological Resources, Cultural Resources, Energy, Geology and Soils, Greenhouse Gas Emissions, Hazards and Hazardous Materials, Hydrology and Water Quality, Land Use and Planning, Mineral Resources, Noise, Population and Housing, Public Services, Recreation, Transportation, Tribal Cultural Resources, Utilities and Service Systems, Wildfire, and Mandatory Findings of Significance.

EIR Public Scoping Meetings

Trinity County will conduct two public scoping sessions. The first session will be held at the regularly scheduled Board of Supervisors Meeting on January 20, 2026, starting at or after 9:00 am.

The second session will be held at the regularly scheduled Planning Commission Meeting on January 22, 2026, starting at or after 6:00 pm. This meeting will be held jointly in person at the Trinity County Library Conference Room at 351 Main Street in Weaverville, and online via Zoom at <https://zoom.us/j/5950072851?pwd=RHp6TDhNajNJMVJHZFJlRmhacmJjUT09>

Alternatives Including Fiscal Impact

N/A

Departmental Recommendation

Conduct EIR public scoping meeting and receive input.

CAO Recommendation
N/A

Trinity County General Plan Update: Environmental Review Scoping Meeting

January 20, 2026



Agenda

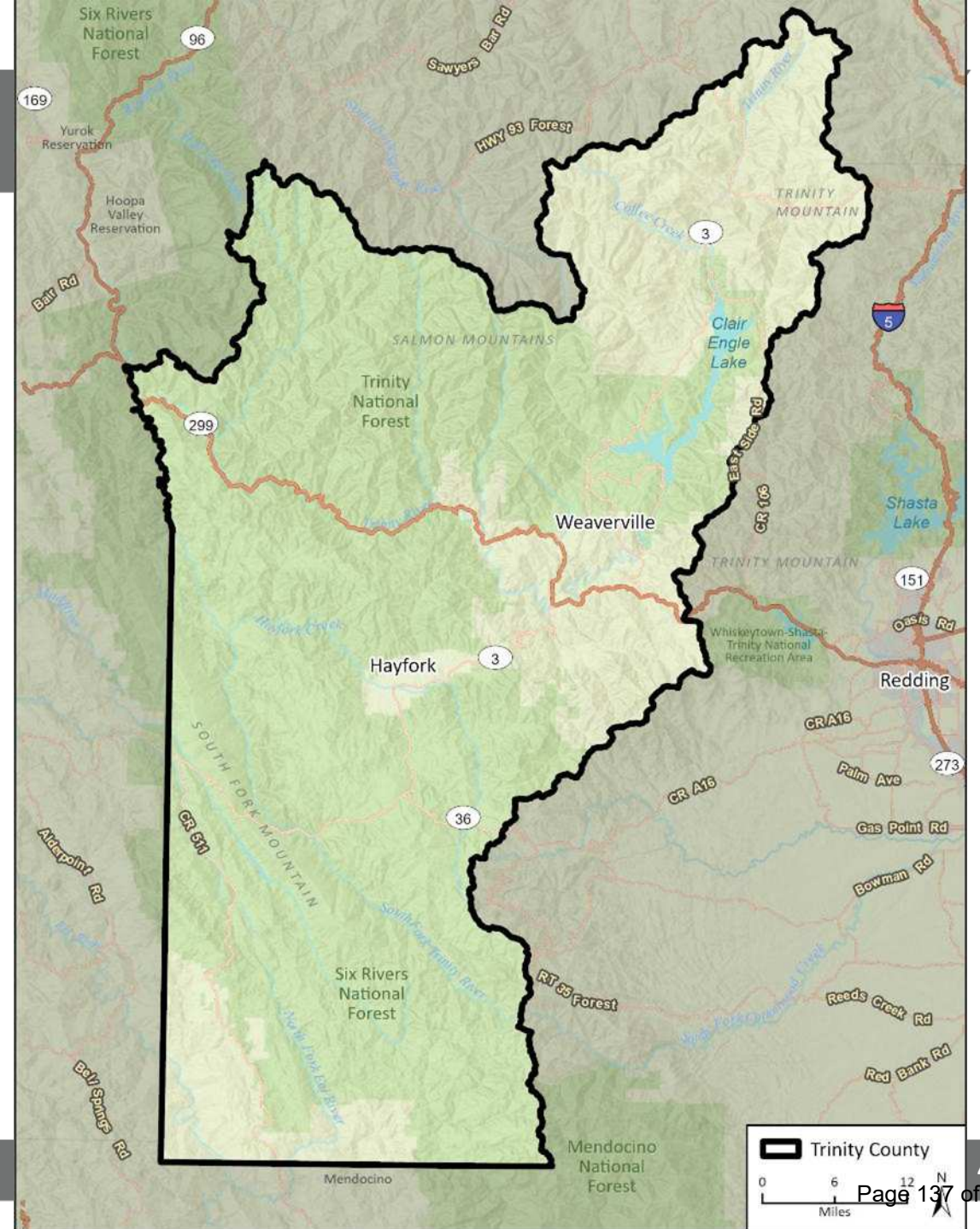
- Introduction
- Project Description, Schedule & Highlights
- Introduction to CEQA
- What is Scoping?
- How to Submit Comments
- Questions & Comments

Introduction

- County Staff
 - Drew Plebani, Community Development Department Director/
Planning Director
- Rincon Consultants – Environmental Analysis
 - Aileen Mahoney, Senior Environmental Planner
- Mintier Harnish – Lead Consultant
 - Brent Gibbons, Principal Planner
 - Michael Gibbons, Project Manager

Plan Area

- Plan Area includes:
 - Entirety of County of Trinity
- Land use: Various
- Zoning: Various



Project Description

- General Plan Update, covering a 25-year period
- Objectives
 - Express the community's vision for Trinity County's future
 - Provide a balance between growth and conservation that meets community needs and protects Trinity County's quality of life
 - Inform residents, developers, and decision makers of the ground rules that guide development
 - Ensure that development occurs in an efficient, orderly manner that minimizes costs to taxpayers
 - Engage in a comprehensive and inclusive outreach process

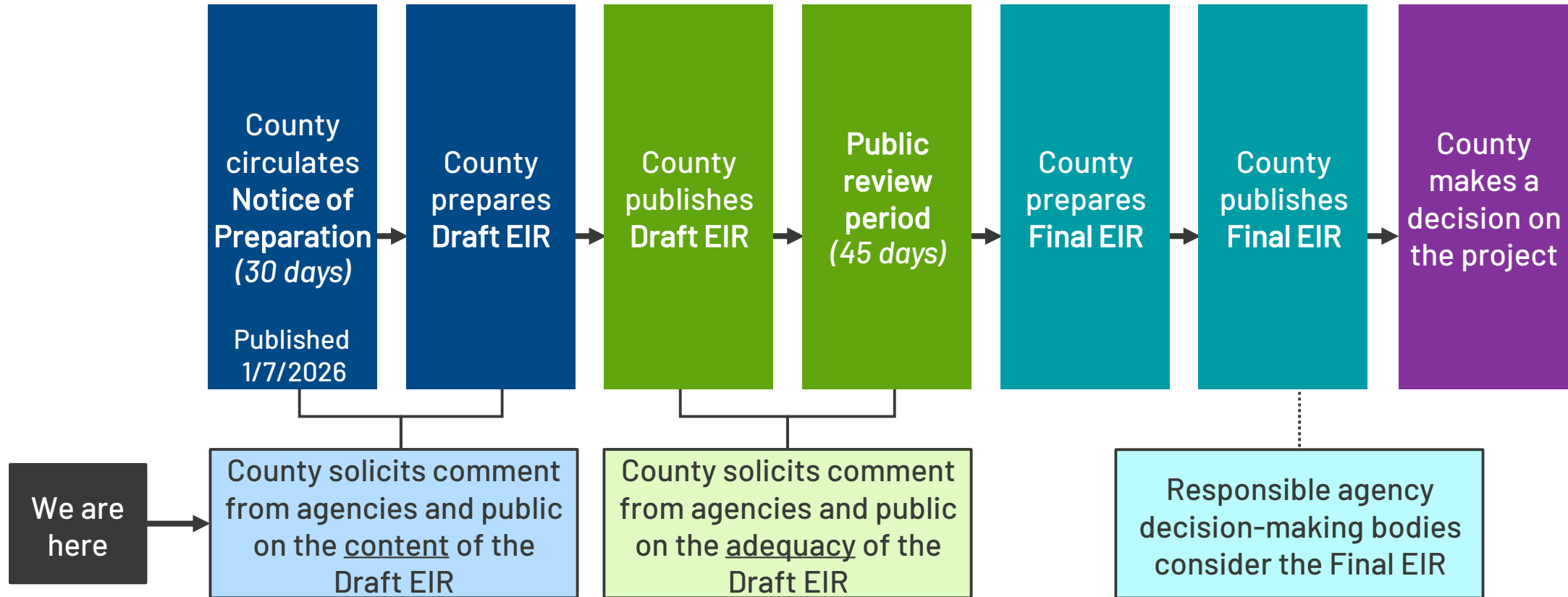
Project Description (continued)

- Zoning Code Update
 - Outline allowable uses and permitting processes for development
 - Reflect changes in State law
 - Ensure consistency with the 2050 General Plan
- Countywide Rezoning
 - Acknowledge the federal jurisdiction of public lands
 - Address the Unclassified Zoning District
- Update Cannabis Ordinance within Zoning Code
 - Clarify existing requirements

Introduction to CEQA

- California Environmental Quality Act (1970)
- Public disclosure and input process
- Minimize, reduce, or avoid environmental impacts
- Adopt mitigation monitoring program

CEQA Process

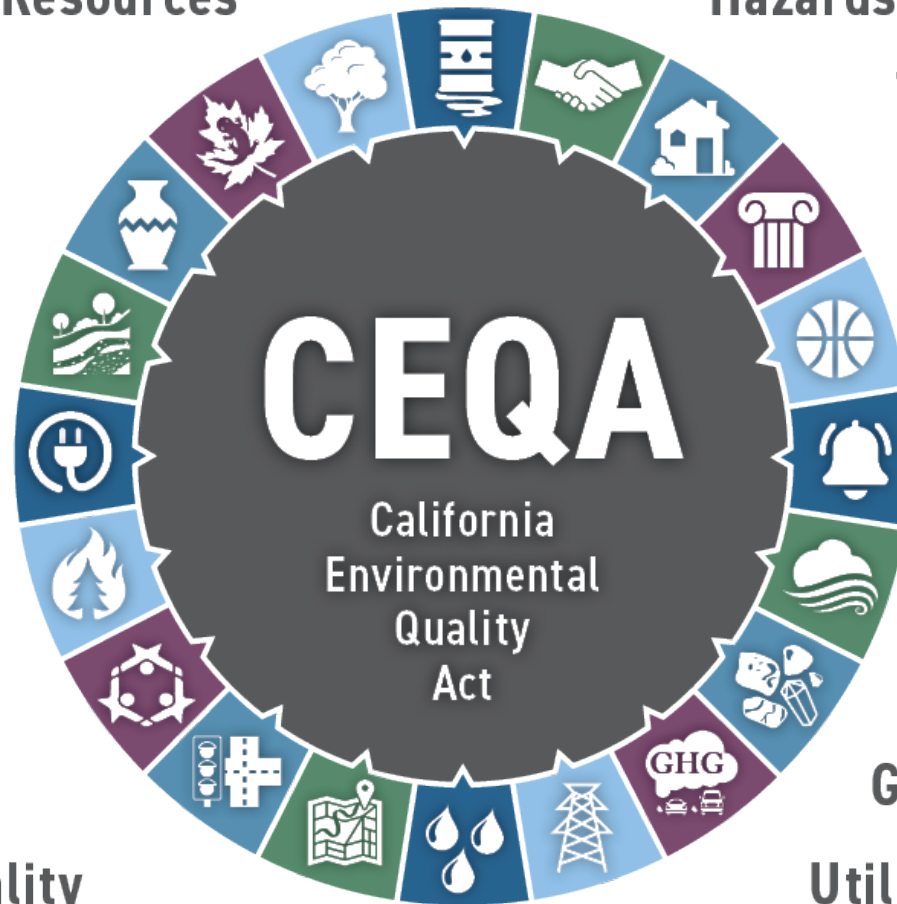


Purpose of Scoping Session

- Public input on the environmental analyses
- Topic areas
- Issues of concern
- Potential alternatives to the project
- Propose mitigation measures


Environmental Analysis

- Agriculture and Forestry Resources
- Biological Resources
- Cultural Resources
- Geology and Soils
- Energy
- Wildfire
- Public Services
- Transportation
- Land Use and Planning
- Hydrology and Water Quality



-
- Hazards and Hazardous Materials**
- Tribal Cultural Resources**
- Population and Housing**
- Aesthetics/Visual**
- Recreation**
- Noise**
- Air Quality**
- Mineral Resources**
- Greenhouse Gas Emissions**
- Utilities and Service Systems**
- Cumulative Impacts**

EIR Structure

- Introduction and Summary
- Project Description
- Environmental Impact Analysis 
- Alternatives
- Other Impacts

Each topic area includes:

- Environmental Setting
- Potential Impacts
- Mitigation Measures
(where potentially significant impacts are identified)

How to Submit Comments

Deadline: February 6, 2026

- Physical address
 - Drew Plebani
Director, Community Development Department
County of Trinity
530 Main Street
Weaverville, California 96093
- Email address
 - trinity2050@trinitycounty.org
 - Subject Line: "Trinity County General Plan Update NOP"

Thank you!



Staff Report

Department: Community Development - Planning
Contact: Drew Plebani
Phone: 530-623-1351
Item Title: Resolution - Prohousing Designation Program

Requested Action

Adopt a resolution which authorizes application to and participation in the Prohousing Designation Program.

Fiscal Impact

No impact to the General Fund; potential revenue estimated in the amount of \$650,000 under the Prohousing Incentive Program.

Summary

The County, working with Mintier Harnish, has prepared a draft application for the Prohousing Designation Program for submission to the California Department of Housing and Community Development (HCD). The application was published on December 12, 2025, and was available for public review through January 12, 2026.

The County has not received any public comments to date, but will revise the application to respond to any comments received prior to application submission. The application will be published on the County website and the [trinity2050.com](https://www.trinity2050.com) website, seven days prior to application submission.

Discussion

SUMMARY OF THE APPLICATION

The Prohousing Designation application requires the County to identify housing policies and programs the County has completed or intends to complete in the next three years. The entire draft application is included as backup to this item. The application has many pieces, but most are informational. A concise summary of each section is included below.

Contents

Application Checklist. This checklist ensures all required information is included in the application.

Certification and Acknowledgment Form. This form certifies the application and will be completed following adoption of a resolution authorizing participation in the Program (Appendix 1).

Threshold Requirements Checklist. This checklist confirms the County meets the threshold requirements for participation.

Scoring Criteria and Self-scoring Sheet Instructions. This informational section provides direction on how to complete the form required in Appendix 3.

Appendix 1: Formal Resolution for the Prohousing Designation. The County must adopt a resolution to authorize participation in the Prohousing Designation Program. This section includes a template for the resolution.

Appendix 2: Proposed Policy Completion Schedule. This section identifies the anticipated completion date for actions that are not yet enacted.

Appendix 3: Self-Scoring Sheet and Sample Self-Scoring Sheet. This section includes a large table that identifies County actions and policies that earn points on the application. This section includes enacted and proposed policies that align with State priorities. The County encourages readers to review this section, as well as the summary on the following page, and to provide comments on the proposed policies and actions. All comments will be responded to prior to submission of the final application.

Appendix 4: Examples of Prohousing Policies with Enhancement Factors. This informational section explains the enhancement categories that may be applied in the scoring evaluation.

Appendix 5: Homeless Encampments. This form summarizes how the County complies with the United States Interagency Council on Homelessness' "7 Principles for Addressing Encampments.

Appendix 6: Public Participation Checklist. This checklist outlines the Program's community engagement requirements.

Appendix 7: Additional Information and Supporting Documentation. This section includes documentation supporting the actions listed in the Self-Scoring Evaluation in Appendix 3.

Trinity County Prohousing Designation Program Application – Public Review Draft.

New Actions Proposed within the Prohousing Designation Application

Draft Commitments

The following list includes new commitments proposed to meet the State housing objectives and the requirements for the Prohousing Designation Program. These actions were suggested in Housing Element Policy Document for consideration in implementing the County's housing action plan. The County intends to complete these actions in the next two years (by January 2028). These draft commitments were included to promote housing in line with State objectives.

These proposed actions can be revised, replaced, or removed.

Category 1B: The County is proposing to allow triplexes in Low Density Residential designation (within water and sewer districts) to promote missing middle housing and increased capacity in high resource areas. *Please note, the County is proposing to add triplexes to the list of allowed uses in low density areas served by water and sewer districts but is NOT proposing to increase maximum density in these areas.*

Category 1D: The County is proposing to provide an additional density bonus incentive (beyond those provided by State law) to qualifying affordable housing applicants. This action would assist in implementing Program HE-9 of the Housing Element.

Category 2F: The County is proposing to provide fast track/priority processing for affordable rental units, extremely low-income households, and units for households with special housing needs. This action would assist in implementing Programs HE-6, HE-9, and HE-12.

Category 2J: The County is proposing to provide expedited/fast track processing for ADUs, including the newly required 15-day maximum for completeness review. This action would assist in implementing Program HE-7.

Category 3F: The County is proposing to incorporate a Universal Design Ordinance for optional participation at the owner's request. A Universal Design Ordinance simply identifies the accessibility options that can be reasonably requested of a private builder by the buyer/future

owner. For more information, see: HCD Model Universal Design Local Ordinance (AB 2787). This action would assist in implementing Program HE-9.

Housing Element Commitments

The following list includes relevant policies and actions the County committed to in the recent 2024-2029 Housing Element Update. Each action will need to be completed in the next two years. *These commitments were adopted by the County and should not be removed.*

Category 1G: The County will adopt incentives to encourage the development of affordable rental units, as discussed in Program HE-9 and HE-12.

Category 3D: The County will allow tiny home villages in commercial areas, as discussed in Program HE-25.

Category 3E: The County will pursue funding for sidewalk installation, repair, and replacement in lower resource areas and near multifamily uses in Weaverville, as discussed in Program HE-20. *Please note, if grant funding is unavailable, the County should provide funding or staff time to make progress on the program objectives (by January 2028).*

Category 3H: The County will provide concessions and incentives to encourage development of housing for extremely low-income households and other households with special housing needs, as discussed in Program HE-12. As part of this program, the County will allow single-room occupancy units in the R-2, R-3, and commercial zones, consistent with the Draft 2050 General Plan.

Alternatives Including Fiscal Impact

N/A

Departmental Recommendation

Approve the Resolution as presented. Staff also recommends creating an Adhoc committee for the Prohousing Incentive Program (PIP) application process.

CAO Recommendation

Approve as Requested

RESOLUTION NO. 2026-XXX

A RESOLUTION OF THE GOVERNING BOARD OF SUPERVISORS OF THE COUNTY OF TRINITY AUTHORIZING APPLICATION TO AND PARTICIPATION IN THE PROHOUSING DESIGNATION PROGRAM

WHEREAS, Government Code section 65589.9 established the Prohousing Designation Program (“Program”), which creates incentives for jurisdictions that are compliant with state housing element requirements and that have enacted Prohousing local policies; and

WHEREAS, such jurisdictions will be designated Prohousing, and, as such, will receive additional points or other preference during the scoring of their competitive Applications for specified housing and infrastructure funding; and

WHEREAS, the California Department of Housing and Community Development (“Department”) has adopted regulations (Cal. Code Regs., tit. 25, § 6600 et seq.) to implement the Program (“**Program Regulations**”), as authorized by Government Code section 65589.9, subdivision (d); and

WHEREAS, the County of Trinity (“Applicant”) desires to submit an Application for a Prohousing Designation (“Application”).

NOW THEREFORE, BE IT IS RESOLVED THAT THE:

1. Applicant is hereby authorized and directed to submit an Application to the Department.
2. Applicant acknowledges and confirms that it is currently in compliance with applicable state housing law.
3. Applicant acknowledges and confirms that it will continue to comply with applicable housing laws and to refrain from enacting laws, developing policies, or taking other local governmental actions that may or do inhibit or constrain housing production. Examples of such local laws, policies, and actions include moratoriums on development; local voter approval requirements related to housing production; downzoning; and unduly restrictive or onerous zoning regulations, development standards, or permit procedures. Applicant further acknowledges and confirms that the Prohousing Policies in its Application comply with its duty to Affirmatively Further Fair Housing pursuant to Government Code sections 8899.50 and 65583. Applicant further acknowledges and confirms that its general plan is in alignment with an adopted sustainable communities strategy pursuant to Public Resources Code section 21155- 21155.4. Applicant further acknowledges and confirms that its policies for the treatment of homeless encampments on public property comply with and will continue to comply with the Constitution and that it has enacted best practices in its jurisdiction that are consistent with the United States Interagency Council on Homelessness’ “7 Principles for Addressing Encampments” (June 17, 2022, update).
4. If the Application is approved, Applicant is hereby authorized and directed to enter into, execute, and deliver all documents required or deemed necessary or appropriate to participate in the Program, and all amendments thereto (the “Program Documents”).

5. Applicant acknowledges and agrees that it shall be subject to the Application; the terms and conditions specified in the Program Documents; the Program Regulations; and any and all other applicable law.
6. The County Administrative Officer is authorized to execute and deliver the Application and the Program Documents on behalf of the Applicant for participation in the Program.

DULY PASSED AND ADOPTED this 20th day of January 2026 by the Board of Supervisors of the County of Trinity by motion, second (/), and the following vote:

AYES: Supervisors
NAYS: None
ABSENT: None
ABSTAIN: None
RECUSE: None

HEIDI CARPENTER-HARRIS, CHAIRMAN
Board of Supervisors
County of Trinity
State of California

ATTEST:

TRENT TUTHILL
Clerk of the Board of Supervisors

By: _____
Deputy

Staff Report

Department: Board of Supervisors
Contact: Heidi Carpenter- Harris
Phone: 530-623-1217
Item Title: Closed Session - Public Employee Appointment - CAO

Requested Action

Government Code Section 54954.5(e) - Public Employee Appointment: County Administrative Officer

Fiscal Impact

Summary

N/A

Discussion

N/A

Alternatives Including Fiscal Impact

N/A

Departmental Recommendation

N/A

CAO Recommendation

N/A