Board of Supervisors

Dwight Ceresola, 1st District
Kevin Goss, Chair, 2nd District
Thomas McGowan, 3rd District
Mimi Hall, Vice-Chair, 4th District
Jeff Engel, 5th District

AGENDA FOR REGULAR MEETING
FEBRUARY 4, 2025 TO BE HELD AT 10:00 AM
520 MAIN STREET, ROOM 308, QUINCY, CALIFORNIA

www.countyofplumas.com

AGENDA

The Board of Supervisors welcomes you to its meetings which are regularly held on the first three Tuesdays of each month, and your interest is encouraged and appreciated.

Any item without a specified time on the agenda may be taken up at any time and in any order. Any member of the public may contact the Clerk of the Board before the meeting to request that any item be addressed as early in the day as possible, and the Board will attempt to accommodate such requests.

CONSENT AGENDA: These matters include routine financial and administrative actions. All items on the consent calendar will be voted on at some time during the meeting under "Consent Agenda." If you wish to have an item removed from the Consent Agenda, you may do so by addressing the Chairperson.

REASONABLE ACCOMMODATIONS: In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting please contact the Clerk of the Board at (530) 283-6170. Notification 72 hours prior to the meeting will enable the County to make reasonable arrangements to ensure accessibility. Auxiliary aids and services are available for people with disabilities.

Live Stream of Meeting
Members of the public who wish to watch the meeting, are encouraged to view it LIVE ONLINE

ZOOM Participation
Although the County strives to offer remote participation, be advised that remote Zoom participation is provided for convenience only. In the event of a technological malfunction, the only assurance of live comments being received by the Board is to attend in person or submit written comments as outlined below. Except for a noticed, teleconference meeting, the Board of Supervisors reserves the right to conduct the meeting without remote access if we are experiencing technical difficulties.

The Plumas County Board of Supervisors meeting is accessible for public comment via live streaming at: https://zoom.us/j/94875867850?pwd=SGlSeGpLVG9wQWtRSnNUM25mczlvZz09 or by phone at: Phone Number 1-669-900-9128; Meeting ID: 948 7586 7850. Passcode: 261352

Public Comment Opportunity/Written Comment
Members of the public may submit written comments on any matter within the Board's subject matter jurisdiction, regardless of whether the matter is on the agenda for Board consideration or action. Comments will be entered into the administrative record of the meeting. Members of the public are strongly encouraged to submit their comments on agenda and non-agenda items using e-mail address Public@countyofplumas.com

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ADDITIONS TO OR DELETIONS FROM THE AGENDA

PUBLIC COMMENT OPPORTUNITY
Matters under the jurisdiction of the Board, and not on the posted agenda, may be addressed by the general public at the beginning of the regular agenda and any off-agenda matters before the Board for consideration. However, California law prohibits the Board from taking action on any matter which is not on the posted agenda unless it is determined to be an urgency item by the Board of Supervisors. Any member of the public wishing to address the Board during the "Public Comment" period will be limited to a maximum of 3 minutes.

DEPARTMENT HEAD ANNOUNCEMENTS/REPORTS
Brief announcements by, or brief reports on their activities by County Department Heads

ACTION AGENDA

1. UPDATES AND REPORTS

A. 2021 WILDFIRE RECOVERY OPERATIONS
Report, update, and discussion by the County, Dixie Fire Collaborative, and others

B. PLUMAS COUNTY BUSINESS AND ECONOMIC DEVELOPMENT
Report and update on Dixie Fire Business and Economic Recovery efforts.

C. US FOREST SERVICE
Report and update.

D. MUNIS HR/PAYROLL MODULE UPDATE
Report and update on Pentamation, Tyler/Munis software migration and efforts.

E. COUNTY TREASURER'S REPORT
Report and update from County Treasurer regarding the assessing, collecting, safekeeping, management, or disbursement of public funds, including investment reporting and an investment policy.

F. FINANCIAL/AUDIT REPORT
Report from County Departments regarding the County's Financial and audit status.

G. ASSESSOR'S OFFICE
Brief update and report

H. **Time Certain: 11:00 a.m.** Receive Presentation from the League of Women Voters of Plumas County 2024 Essay Contest Winners and Honorable Mentions; Essay Topic was "In What Way Will Artificial Intelligence (AI) impact our future?".

Grades 9 & 10 Grand Prize Winner - Makiah Johnson; Honorable Mention - Olivia T. Carr
Grades 11 & 12 Grand Prize Winner - Kate Henson; Honorable Mention - Adria Black

I. Receive a presentation from The Almanor Foundation on the concept and work of the Plumas County Housing Council, supported and facilitated by The Almanor Foundation and its attainable workforce housing initiative.

2. CONSENT AGENDA

These items are expected to be routine and non-controversial. The Board of Supervisors will act upon them at one time without discussion. Any Board members, staff member or interested party may request that an item be removed from the consent agenda for discussion. Additional budget appropriations and/or allocations from reserves will require a four/fifths roll call vote.

A. SHERIFF'S OFFICE

1) ******NOTE this item was originally approved by the Board on January 21, 2025, the back-up material that was attached was incorrect, the correct back-up material is attached to this item******

   Adopt **RESOLUTION** of the Board of Supervisors authorizing the Plumas County Sheriff's Office Dispatcher's Hiring Bonus Incentive; (General Fund Impact) as approved in FY 2024-2025 recommended budget 70330 / 51000; approved as to form by County Counsel; discussion and possible action.

2) Approve and authorize Chair to sign amendment to agreement between Plumas County Sheriff's Office and North Fork Medicine to add another medical doctor as a signatory to the agreement; (No General Fund Impact) ; approved as to form by County Counsel.

3) Approve and authorize Chair to sign an agreement between Plumas County Sheriff's Office and UBEO West, LLC, to provide leasing and maintenance of three new copy machines ; effective February 24, 2025; not to exceed $20,000.00; (General Fund Impact) as approved in recommended (FY24/25) budget (20428-520250 and 70330-520250); approved as to form by County Counsel.

B. AUDITOR-CONTROLLER

1) Approve and authorize Chair to ratify and sign an agreement between Plumas County Auditor Controller and UBEO West, LLC; effective 2/4/2025; not to exceed $22,000.00; (General Fund Impact) as approved in FY24/25 recommended budget (2004052 /520250); approved as to form by County Counsel.

C. CLERK OF THE BOARD

1) Approve the Meeting Minutes for all meetings held in January of 2025, as submitted.

D. COUNTY COUNSEL

1) Adopt **RESOLUTION** amending Resolution No. 24-8963 approving Conflict of Interest Codes adopted or amended by Local Districts and Agencies in Plumas County; (No General Fund Impact); approved as to form by County Counsel.

E. OFFICE OF EMERGENCY SERVICES

1) Adopt **RESOLUTION** authorizing the Office of Emergency Services application, receipt and disbursement of grant funds for the amount of $128,300 - Emergency Management Performance Grant (EMPG) FY24 Grant Period July 1, 2024 to June 30, 2026; (General Fund Impact) as approved in FY 24/25 budget; approved as to form by County Counsel.

F. BEHAVIORAL HEALTH

1) Approve and authorize Chair to ratify and sign an agreement between Plumas County Behavioral Health and Current Electric & Alarm monthly alarm monitoring; effective January 1, 2025; not to exceed $5,000.00; (No General Fund Impact) State and Federal funding; approved as to form by County Counsel.

G. FACILITY SERVICES

1) Approve and authorize Chair to sign an agreement between Plumas County Facility Services and Kunsman Fence Co.; effective 02/04/2025); not to exceed $46,664.00; (General Fund Impact) as approved in recommended (FY24/25) budget 2012054 / 540110); approved as to form by County Counsel.
2) Approve and authorize Chair to sign an agreement between Plumas County Facility Services and American Window & Door Systems for window replacement at Portola library; effective 2/4/2025; not to exceed $102,000.00; (General Fund Impact) as approved in recommended (FY24/25) budget (2012054 / 540110); approved as to form by County Counsel.
3) Approve and authorize Chair to sign an agreement between Plumas County Facility Services & Airports and Silver State International; work completed by March 31, 2025; not to exceed $21,552.10; No General Fund Impact; repair to be paid for by Airport Fund Balance; approved as to form by County Counsel.
4) Approve and authorize Board Chair to waive fees for the Chester Junior-Senior High School to use the Almanor Rec Center for a high school dance and fund raiser event on February 15, 2025. General Fund impact will be a loss of revenue in the amount of $100.

H. PUBLIC HEALTH AGENCY

1) Approve and authorize Chair to ratify and sign an agreement between Plumas County Public Health Agency and Northern California EMS, Inc. to perform the baseline deliverables, objectives, and activities as indicated in the FY 24-25 Hospital Preparedness Program (HPP) Multi-County LEMSA Work Plan; effective July 1, 2024; not to exceed $11,225.40; (No General Fund Impact) (HPP); approved as to form by County Counsel.

3. DEPARTMENTAL MATTERS

A. SHERIFF - Todd Johns

1) Adopt **RESOLUTION** authorizing the Sheriff's Office to secure and manage Homeland Security Grant Program funds from the California Office of Emergency Services through FY 2026-2027; approved as to form by County Counsel; discussion and possible action; **Roll call vote**
2) Adopt **RESOLUTION** authorizing the Sheriff to execute an agreement with the Drug Enforcement Administration (DEA) of the United States Department of Justice (USDOJ) for illegal marijuana eradication and suppression efforts; approved as to form by County Counsel; discussion and possible action; **Roll call vote.**
3) Approve and authorize Chair to sign amendment to agreement between Plumas County Sheriff's Office and Joseph Schad, D.O. to add to the scope of work where the contractor will approve and manage inmate menus and medical diets as needed; (General Fund Impact) (various budgets); approved as to form by County Counsel.

B. BEHAVIORAL HEALTH - Sharon Sousa

1) Adopt **RESOLUTION** to accept Integrated Contract State of California Department of Health Care Services and the County of Plumas to deliver both mental health and substance use disorders services under Drug Medi-Cal; (No General Fund Impact); approved as to form by County Counsel; discussion and possible action; **Roll call vote**

C. PUBLIC WORKS/ROAD - Rob Thorman

1) Approve and authorize Chair to sign an agreement between Plumas County Public Works and SW Maintenance, Corp to upgrade the fueling facilities at the Beckwourth and Graeagle maintenance yards, effective February 5, 2025; not to exceed $142,552.40; No General Fund Impact, approved as to form by County Counsel; discussion and possible action.

2) Approve and authorize the budget transfer of $143,000 from Professional Services (account 521900), to Capital/Building Improvements (account 540110), a fixed asset account within the Road Fund budget. Approved by Auditor/Controller. Discussion and possible action. **(Four/Fifths roll call vote).**

D. FACILITY SERVICES AND AIRPORTS - Nick Collin

1) Approve and authorize supplemental budget transfer of $29,150.00 from Airport Fund Balance (0110) to 2089152 520900 to cover the over-budget costs for unforeseen, necessary repairs to the Chester plow truck and AV Gas fuel tank at Chester Airport; approved by Auditor/Controller. **Four/Fifths roll call vote**

E. HUMAN RESOURCES DEPARTMENT - Cyndi Tweedle

1) Adopt **RESOLUTION** adopting the Job Classification Plan affected by the California minimum wage rate schedule of $16.50 per hour; General Fund Impact as approved in FY 24/25 recommended budget; approved as to form by County Counsel; discussion and possible action. **Roll call vote**

2) Adopt **RESOLUTION** adding new job classification wage ranges to the Plumas County Pay Schedule for Behavioral Health Substance Use Disorder Counselors I and II (per Resolution 2025-8984) and Information Technology's Help Desk Specialist (per Resolution 2025-8986); and amended job classification wage ranges affected by the California minimum age rate schedule of $16.50/hr effective January 1, 2025 (per Resolution 2025-XXXX); and to approve Plumas County's revised Pay Schedule (General Fund Impact) as approved in FY 24/25 recommended budget; approved as to form by County Counsel; discussion and possible action. **Roll call vote**

4. BOARD OF SUPERVISORS

A. Approve and authorize Chair to sign an agreement between Plumas County and Alyssa Thompson to provide public defender services, replacing Jude Koenig due to resignation; effective March 6, 2025 through June 30, 2027; not to exceed $9,597.88 per month; (General Fund Impact) as approved in adopted (FY24/25) budget; approved as to form by County Counsel.

B. APPOINTMENTS

1) **Notice of Vacancy:** This is to announce that a vacancy has occurred on the Plumas County Planning Commission representing District 4. If any member of the public is interested in serving on a county board, commission or committee (BCC), please contact the Office of the Clerk of the Board at 530-283-6170 or email: pcbs@countyofplumas.com

2) Appoint Jim Roberti to the Sierra Valley Groundwater Management District Board, for a 4-year term, effective February 4, 2025; discussion and possible action.

C. CORRESPONDENCE

D. WEEKLY REPORT BY BOARD MEMBERS OF MEETINGS ATTENDED, KEY TOPICS, PROJECT UPDATES, STANDING COMMITTEES AND APPOINTED BOARDS AND ASSOCIATIONS

5. CLOSED SESSION

ANNOUNCE ITEMS TO BE DISCUSSED IN CLOSED SESSION

A. **TIME CERTAIN: 1:30P.M.** Public Employee Discipline/Dismissal/Release: Personnel Action Appeal Hearing pursuant to Government Code §54957

B. Conference with Legal Counsel: Significant exposure to litigation pursuant to Subdivision (d)(2) and (e)(2) of Government Code Section 54956.9 (1 case)

C. Threat to Public Services or Facilities; Consultation with Plumas County Sheriff's Office; Sheriff, pursuant to Government Code §54957

D. Conference with Legal Counsel: Existing litigation pursuant to Subdivision (d) (1) of Government Code §54956.9 - California Dept. of Water Resources v. All Persons Interested in the Matter of the Authorization of Delta Conveyance Program Revenue Bonds, the Issuance, Sale and Delivery of Delta Conveyance Program Revenue Bonds, the Adoption of the Delta Conveyance Program Revenue Bond General Bond Resolution for the Issuance of Delta Conveyance Program Revenue Bonds, and the Proceedings Related Thereto, Superior Court of California, County of Sacramento, Case No. CV25-000704

REPORT OF ACTION IN CLOSED SESSION (IF APPLICABLE)

6. ADJOURNMENT

Adjourned meeting to Tuesday, February 11, 2025, Board of Supervisors Room 308, Courthouse, Quincy, California

PLUMAS COUNTY
CLERK OF THE BOARD OF SUPERVISORS
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Lori Simpson**
MEETING DATE:	**February 4, 2025**
SUBJECT:	**Time Certain: 11:00 a.m. Receive Presentation from the League of Women Voters of Plumas County 2024 Essay Contest Winners and Honorable Mentions; Essay Topic was "In What Way Will Artificial Intelligence (AI) impact our future?".** **Grades 9 & 10 Grand Prize Winner - Makiah Johnson; Honorable Mention - Olivia T. Carr** **Grades 11 & 12 Grand Prize Winner - Kate Henson; Honorable Mention - Adria Black**

Recommendation:

Time Certain: 11:00 a.m. Receive Presentation from the League of Women Voters of Plumas County 2024 Essay Contest Winners and Honorable Mentions; Essay Topic was "In What Way Will Artificial Intelligence (AI) impact our future?".

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Background and Discussion:

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Action:

Time Certain: 11:00 a.m. Receive Presentation from the League of Women Voters of Plumas County 2024 Essay Contest Winners and Honorable Mentions; Essay Topic was "In What Way Will Artificial Intelligence (AI) impact our future?".

Grades 9 & 10 Grand Prize Winner - Makiah Johnson; Honorable Mention - Olivia T. Carr
Grades 11 & 12 Grand Prize Winner - Kate Henson; Honorable Mention - Adria Black

Fiscal Impact:

No General Fund Impact, presentation only.

Attachments:
None

PLUMAS COUNTY
BOARD OF SUPERVISORS
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Allen Hiskey, Clerk of the Board**
MEETING DATE:	**February 4, 2025**
SUBJECT:	**Receive a presentation from The Almanor Foundation on the concept and work of the Plumas County Housing Council, supported and facilitated by The Almanor Foundation and its attainable workforce housing initiative.**

Recommendation:
Receive a presentation from The Almanor Foundation on the concept and work of the Plumas County Housing Council, supported and facilitated by The Almanor Foundation and its attainable workforce housing initiative.

Background and Discussion:
Receive a presentation from The Almanor Foundation on the concept and work of the Plumas County Housing Council, supported and facilitated by The Almanor Foundation and its attainable workforce housing initiative.

Action:

Receive a presentation from The Almanor Foundation on the concept and work of the Plumas County Housing Council, supported and facilitated by The Almanor Foundation and its attainable workforce housing initiative.

Fiscal Impact:

No General Fund Impact, presentation only.

Attachments:
1. TAF Fact Sheet 1.29.25
2. 25.01.21_TAF IMP18_How did we get here_ v2
3. 25.01.20_TAF_IMP_BOS Meeting_PUBLIC

The Almanor Foundation

The mission of The Almanor Foundation's (TAF) is to empower Plumas County by enhancing the economy and fostering community unity. TAF is dedicated to securing and allocating resources effectively and supporting community initiatives. We provide a platform for organizations to use our non-profit status for funding and a trusted place for supporters to contribute to the needs of their community.

Our Story

TAF emerged from the Lake Almanor community's response to the 2018 Camp Fire recognizing the need for a dedicated organization to address local challenges.

Service Region

TAF's services now includes all of Plumas County workign to bring together donors, nonprofits, and community leaders to address the issues facing our rural region.

Accomplishments

Fundraising

- TAF has assisted in raising over **$1.4 million** for community needs and programs since 2021.
- TAF currently oversees **13** agency stewardship, scholarship, and endowment funds.
- Fund services have supported a variety of initiatives, including disaster relief and recovery, a local hospital build project, non-profit community news, memorial funds, education funds, community programs, and environmental defense funds.
- At the height of the Dixie Fire relief and early recovery efforts, TAF worked with 12 other non-profits to leverage resources, jointly **granting over $2.5 million**.
- TAF has managed over **$630,000** in grants for attainable workforce housing and the Greenville master infrastructure design project.

Program Development

- In 2024 TAF launched a comprehensive accounting, fundraising, and grant management program and finalized policies and procedures to stabilize processes and programs.
- TAF launched and facilitated the Plumas County Housing Council.
- TAF successfully managed and finalized two large recovery grants.
- TAF expanded its fund services significantly, growing from one fund in 2022 to thirteen by 2025, now offering Agency Stewardship, Endowment, and Scholarship fund services.

The ALMANOR FOUNDATION
can-do community

Current Community Initiatives

Attainable Workforce Housing

The vision of the housing initiative is a Plumas County where workers across all sectors can live and thrive in homes they can afford. The initiative is intended to identify and lead efforts to develop and implement strategies to create attainable workforce housing across Plumas County and particularly in communities impacted by the Dixie Fire.

Vocational Education

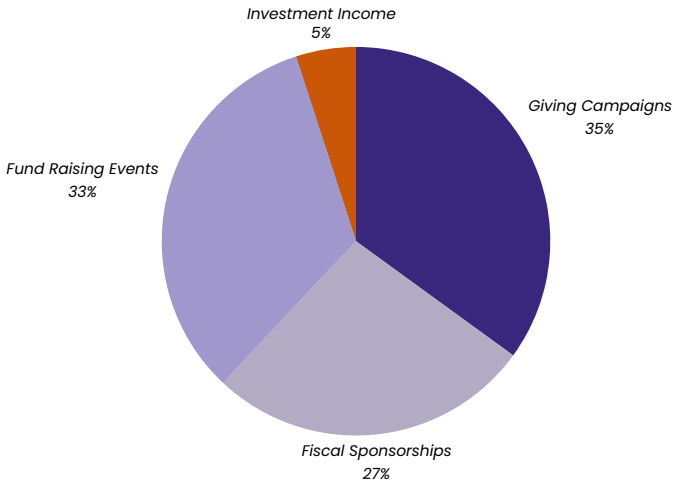
The vision of the vocational initiative is enhanced educational and vocational opportunities for youth, a skilled local workforce, and a thriving community with strong economic and social systems. Objectives include increased collaboration among education stakeholders, with an enhanced understanding of community needs, and increased funding to improve local access to vocational programs, enhance workforce skills to meet job demands, and facilitate improvements to educational programs in local schools.

Community Leadership

The vision of the leadership initiative is to create stronger, more effective leadership within our communities, more sustainable community organizations, and increase community capacity to address challenges and create solutions. Objectives include increased access to educational opportunities and improved skills and knowledge among youth leaders and nonprofit board members.

Program Support

- Established in 2020 and managed entirely by a five-person working board.
- Current Assets: $656,373.
- 2022 added full-time Director of Operations.
- 2025 added full-time ED position.
- 2025 Operating Budget: $308,000.



Strategic Housing in Plumas County Update

UPDATED 01.21.25 | *This document intends to outline the concerted efforts of innovative housing strategies. A complete list of deliverables produced through The Almanor Foundation's efforts can be found here.*

How Did We Get Here? (History)

- The Almanor Foundation (TAF) recognized the need for housing. They tasked LMNOP Design, Inc. to develop a **Strategic Housing Plan** (SHP), including a Housing Systems Map and Almanor Basin Housing Assessment.
- A 7-R model was developed, which proposed three residential units on singular 7-R Single Family lots.
- **The Plumas Housing Council** (PHC) was formed by industry and institution representatives throughout the county. TAF sees this as a critical avenue to build countywide cohesion and a shared vision. Contact ben.hoffman@lmnopdesigninc.com to attend future meetings.

Housing: A Lynchpin and a Catalyst

- Housing can serve as a **catalyst** for addressing larger systemic issues **while promoting positive change** for our communal, economic, and ecological health.
- Access to **attainable and secure housing** was only exacerbated by the 2021 Dixie Fire.
- **There is no singular solution.** Housing requires strategic, multi-pronged approaches to target different demographics, typologies of construction, regions, incomes and prices.
- **Cohesion is key.** Efforts need to be developed in-unison and supported by other housing-related bodies, from TAF to Plumas County. PHC is intended as a space to collaborate and strategize with other key stakeholders.

Solutions & Implementation

Three Target Areas - TAF, LMNOP and the Plumas Housing Council propose three programs to support renters, support owners and build homes. *View an informational slide deck here.*

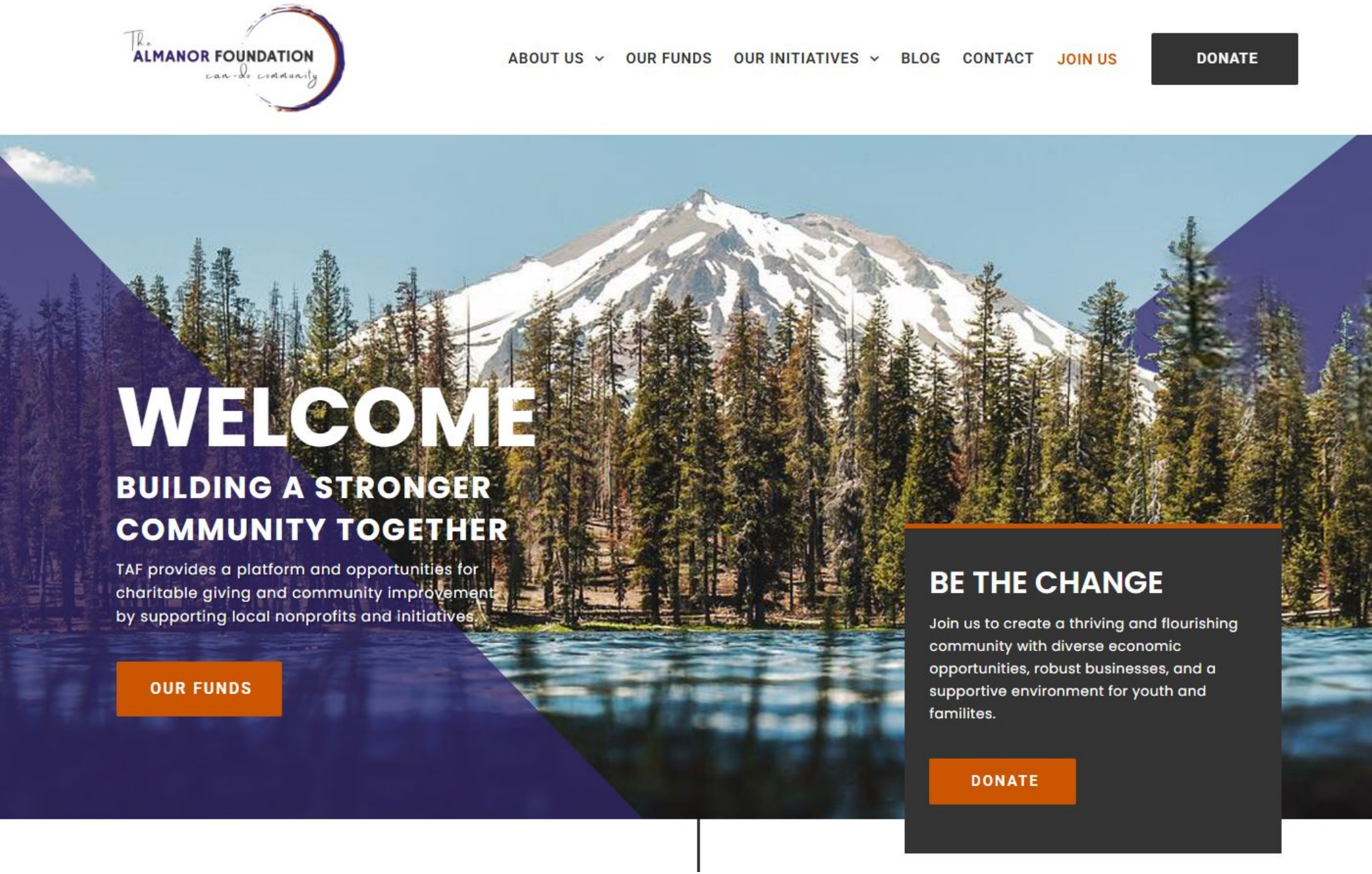
1. **Build to Rent** - This development strategy looks to build 45 homes for rent in a 3-year span. Similar to the 7-R model, it places three rental units on a single lot, but is possible on *all* Single Family-zoned lots. It is actively seeking funding and partnerships with local industry leaders like SPI and Seneca and Plumas District Hospitals.
2. **Lease to Locals** - A one-time financial incentive program for local homeowners and landlords to rent out properties at an attainable rate to the local workforce. This program, spearheaded by Placemate with Plumas Rural Services, has been implemented in 10 other communities nationwide.
3. **Trio Program/Housing Marketing** - Build a cohesive marketing strategy that supports housing as a whole, with a primary focus on homeowners and building homeownership. This is an existing program that needs marketing.

Additional Programs - The Plumas Housing Council can also support additional housing strategies countywide.

1. **Build-to-Sell** - This program was suggested by a Councilmember. The project is currently pooling community investment, with the hope to develop its first home this year.
2. **Multi-Family Project** - Another Councilmember owns land and is exploring the concepts and challenges of multifamily properties as they look to develop and manage a 6-unit and 3-unit site.
3. **Downpayment Assistance Program** - Is in development by the Plumas County Community Development Commission. They have worked to understand the complications of such a program, and PHC would like to build further alignment.

Appendix

Strategic Housing Plan Index	https://tinyurl.com/37uhe5jv
Strategic Housing Plan	Slideshow (PDF) | https://tinyurl.com/3zjkum6f Summary Report (PDF) | https://tinyurl.com/35sxwkcu
Housing Systems Map	https://tinyurl.com/3js6pa3r
Almanor Basin Housing Assessment	https://tinyurl.com/nh9sj95h
Three Target Areas - Overview	https://tinyurl.com/48byvv23
3-Year Index	https://tinyurl.com/3mk76k72


The ALMANOR FOUNDATION
can-do community
ABOUT US
OUR FUNDS
OUR INITIATIVES
BLOG
CONTACT
JOIN US
DONATE
WELCOME
BUILDING A STRONGER COMMUNITY TOGETHER
TAF provides a platform and opportunities for charitable giving and community improvement by supporting local nonprofits and initiatives.
OUR FUNDS
BE THE CHANGE
Join us to create a thriving and flourishing community with diverse economic opportunities, robust businesses, and a supportive environment for youth and familites.
DONATE

OUR VISION

We envision Plumas County as a place where all flourish, characterized by diverse economic opportunities, thriving businesses, vibrant tourism, and a community where youth, families, and individuals enjoy an enriched, supported and connected community.

OUR MISSION

We empower Plumas County by enhancing the economy, fostering community unity, securing and allocating resources effectively, and supporting community.

OUR HISTORY

TAF emerged from the community's response to the 2018 Camp Fire, highlighting the need for an organization dedicated to addressing local challenges, issues and to be a part of the groundwork for the future.

LEARN MORE

AlmanorFoundation.org

RAISING NEEDED FUNDS

TAS has assisted in raising over $1.4 million for community needs and programs since 2021. These funds have supported a variety of initiatives, including disaster relief and recovery, a local hospital build project, non-profit community news, memorial funds, education funds, community programs, and environmental defense funds



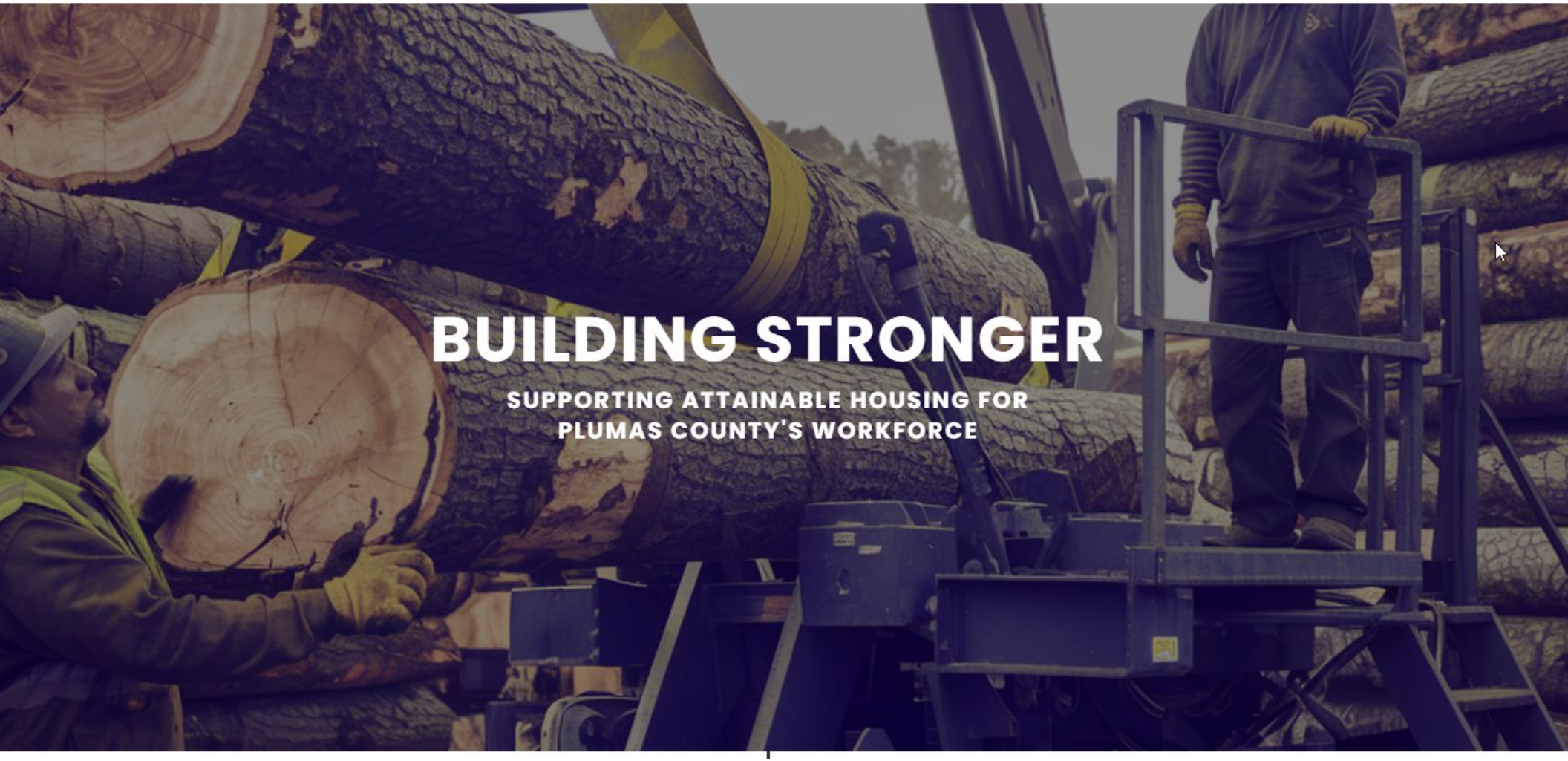


AGENCY STEWARDSHIP & ENDOWMENT FUNDS

TAS has expanded its stewardship and fiscal sponsorship services significantly starting with one fund in 2022. As of 2024, TAF oversees 11 funds and 3 grants for over $630,000. This growth is an example of the increasing trust and reliance on TAF from the community and its non-profit organizations.

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ABOUT US | OUR FUNDS | OUR INITIATIVES | BLOG | CONTACT | JOIN US | DONATE



WORKING TOGETHER TO BUILD A MORE RESILIENT FUTURE

OUR VISION

To create a Plumas County where workers across all sectors can live and thrive in homes they can afford.

OUR MISSION

Our mission is to identify and lead efforts to develop and implement strategies to create attainable workforce housing in Plumas County, particularly in communities impacted by the Dixie Fire.

TAF leads the collaborative effort of the Plumas Housing Council driven by organizations, government entities, and major employers in Plumas County.

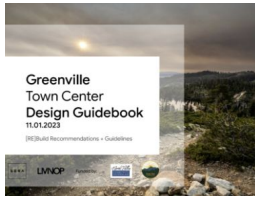
The Housing Council and TAF are committed to transparency, community engagement, and finding solutions that fit the unique needs of our region.

To date, over ***$1,300,000*** has been spent by nonprofits directly on planning and recovery efforts.

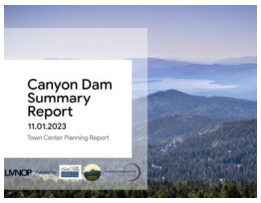
3-Year Index
https://tinyurl.com/3YearIndex













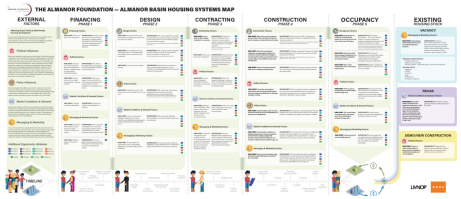
Of that, TAF has provided

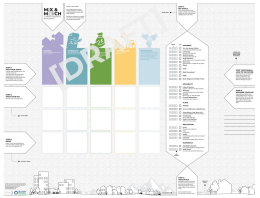
$409,710* for housing due to the complexity and unique challenges of Plumas County.

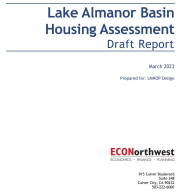
**With a focus on workforce-attainable housing (80-120% Average Median Income)*

Strategic Housing Plan Index
tinyurl.com/2024SHPindex

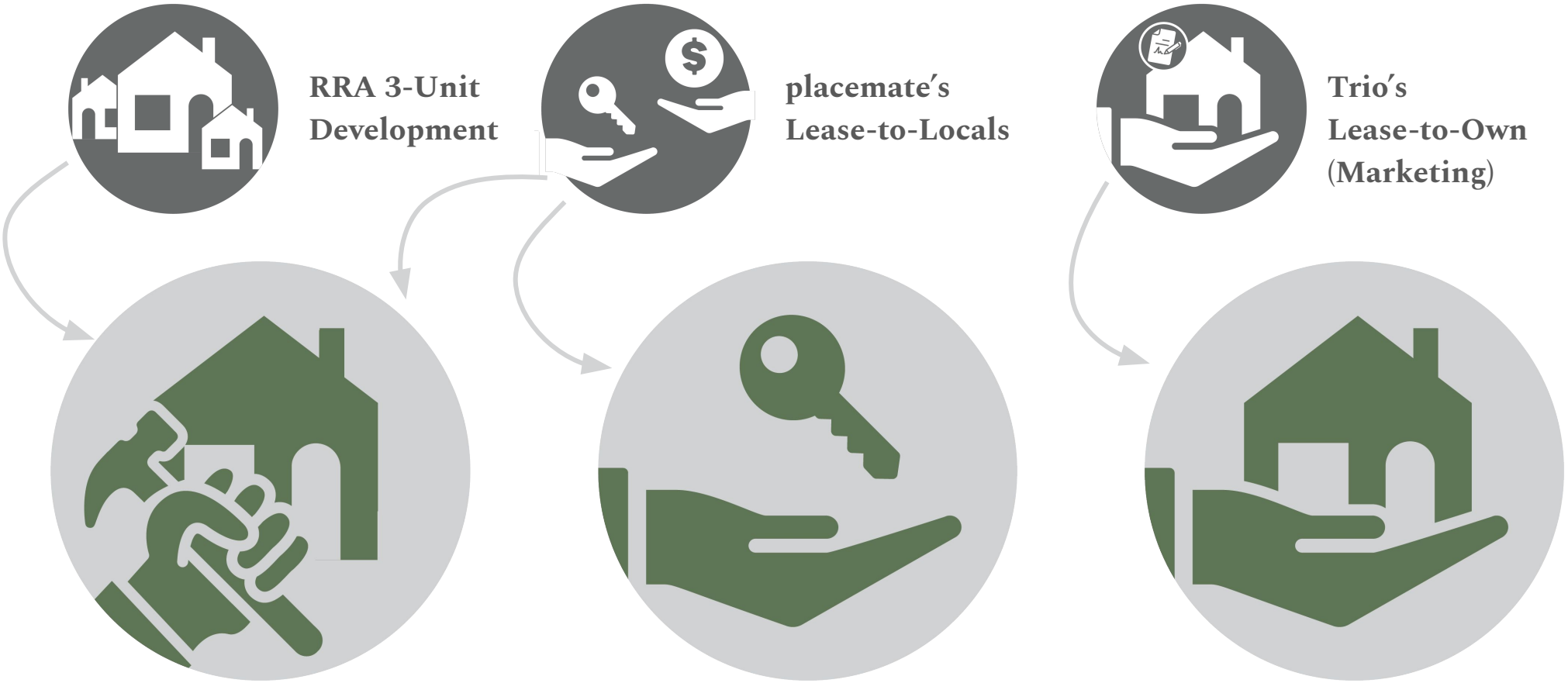








3 Targeted Areas



3-Year Vision

In three years, we envision:



<u>45</u> New Homes

(Rental Units)



<u>5</u> New Homeowners

(Through Trio's Lease-to-Own model)



<u>30</u> New Rentals on the Market

(Local Workforce Stays Local)

The Plumas Housing Council (PHC)

... is comprised of:

Feather River College

& many more community members and organizations.

... and is directly involved in:

- Build to Rent Development Model
- Lease to Locals Incentive Program
- Trio Lease-to-Own and Broad Messaging
- Community-Funded Build to Sell Model
- Downpayment Assistance Program
- IVCSD Multi-family Construction Project

TAF Website
AlmanorFoundation.org

TAF Fact Sheet
https://tinyurl.com/TAFFacts

Strategic Housing Plan Fact Sheet
https://tinyurl.com/SHP-HDWGH

PLUMAS COUNTY
SHERIFFS DEPARTMENT
MEMORANDUM

TO: **Honorable Chair and Board of Supervisors**

FROM: **Chad Hermann, Undersheriff**

MEETING DATE: **February 4, 2025**

SUBJECT: ******NOTE this item was originally approved by the Board on January 21, 2025, the back-up material that was attached was incorrect, the correct back-up material is attached to this item******

Adopt RESOLUTION of the Board of Supervisors authorizing the Plumas County Sheriff's Office Dispatcher's Hiring Bonus Incentive; (General Fund Impact) as approved in FY 2024-2025 recommended budget 70330 / 51000; approved as to form by County Counsel; discussion and possible action.

Recommendation:

******NOTE this item was originally approved by the Board on January 21, 2025, the back-up material that was attached was incorrect, the correct back-up material is attached to this item******

Adopt **RESOLUTION** of the Board of Supervisors authorizing the Plumas County Sheriff's Office Dispatcher's Hiring Bonus Incentive; (General Fund Impact) as approved in FY 2024-2025 recommended budget 70330 / 51000; approved as to form by County Counsel; discussion and possible action.

Background and Discussion:

The Plumas County Sheriff's Office is in continual need to attract and recruit and retain qualified dispatchers to operate the communications center for Plumas County. Recruitment and retention of dispatcher positions across the country has been an ongoing challenge for many years. The need to have full staff and continual applicants available to operate the Sheriff's Office communication center is vital with public safety needs.

Action:

******NOTE this item was originally approved by the Board on January 21, 2025, the back-up material that was attached was incorrect, the correct back-up material is attached to this item******

Adopt **RESOLUTION** of the Board of Supervisors authorizing the Plumas County Sheriff's Office Dispatcher's Hiring Bonus Incentive; (General Fund Impact) as approved in FY 2024-2025 recommended budget 70330 / 51000; approved as to form by County Counsel; discussion and possible action.

Fiscal Impact:

General Fund Impact, as approved in the FY 24/25 recommended budget.

Attachments:

1. Dispatcher Resolution

RESOLUTON NO. 25-

RESOLUTION OF THE BOARD OF SUPERVISORS OF THE COUNTY OF PLUMAS AUTHORIZING PLUMAS COUNTY SHERIFF'S OFFICE HIRING BONUS INCENTIVE.

***WHEREAS*, r**ecruitment and retention for dispatcher positions across the county has been an ongoing challenge for several years; and,

WHEREAS, the Plumas County SEA endorses the adoption of a hiring bonus for dispatchers,

WHEREAS, several local law enforcement agencies including local comparator agencies in Northern California have recently implemented recruitment and retention incentives such as hiring bonuses to attract applicants and maintain public safety staffing at required levels; and

WHEREAS, this problem is exacerbated by the need to hire and train additional staff in order to operate the Sheriff's Office Dispatch Center which dispatches for all Plumas County public safety agencies,

WHEREAS, innovative recruitment incentives such as hiring bonuses have become one of the latest tools being used by law enforcement agencies to enhance recruitment efforts of new hires and lateral hires from other agencies; and

WHEREAS, the County places the safety and security of its residents as its main priority.

NOW, THEREFORE, BE IT RESOLVED:

The Plumas County Board of Supervisors authorizes a temporary law enforcement hiring bonus program to be in effect from January 1st, 2025, to December 31st, 2025 consisting of hiring bonus payments for the dispatcher classifications in the following amounts:

1. One-fourth, (1/4), $2,500.00 paid in the Employee's first payroll check upon completion of a successful background and being hired; and,
   One-fourth, (1/4), $2,500.00 paid in the Employee's payroll check for the first full pay period following successful completion of a Peace Officer Standard of Training, (POST) dispatcher course and reaching the one-year anniversary of their first year of service; and,
   One-half, (1/2), $5,000.00 paid in the Employee's payroll check for the first full pay period following the anniversary of their second year of service.

2. The non-pensionable hiring bonus payment shall be paid on the normal County payroll cycle at each of the milestones identified above.

3. The Board of Supervisors finds that there are several public purposes supporting this compensation, including the continued recruitment and retention of competent and skilled government employees, maintaining the County of Plumas's position in the competitive labor market, efficiency of service provision, and the avoidance of potential labor disputes.

4. The Board of Supervisors authorizes the Human Resources Director to resolve any conflict regarding eligibility, disagreement with terms, payment timing or other applicable issues related to this temporary program.

5. The temporary hiring bonus program shall be in effect until December 30th, 2025 at which time it will be revisited by the parties.

6. The County shall attempt to recover any bonuses paid for those employees who leave county employment prior to reaching the defined payment milestone. Specific procedures shall be outlined with an agreement signed by the employee prior to receiving any bonus.

7. This hiring bonus is not permitted if the applicant has received a hiring bonus while working as a Plumas County Sheriff's corrections officer.

8. The resolution shall not be precedent setting.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE COUNTY OF PLUMAS, CALIFORNIA, THAT THIS Board declares that the Plumas County Sheriff's Office Hiring Bonus Incentive be adopted.

RESOLVED, FURTHER, that the Hiring Bonus Incentive Agreement in "Attachment A" be used as a valid and honored agreement between a newly hired employee and the County of Plumas.

Passed and Adopted by the Board of Supervisors of the County of Plumas, State of California, at a regular meeting of said Board held on January 22, 2025, by the following Votes:

AYES: Supervisors:

NOES: Supervisors:

ABSENT: Supervisors:

_____

Kevin Goss
Chair, Board of Supervisors

ATTEST:

By:_____
Allen Hiskey
Clerk of the Board

ATTACHMENT A

OFFICE OF THE SHERIFF

1400 E Main St. Quincy, California – (530) 283-6375 – Fax 283-6344

Todd Johns
SHERIFF/CORONER DIRECTOR

PLUMAS COUNTY SHERIFF'S OFFICE HIRING INCENTIVE SIGNING BONUS AGREMENT FOR SHERIFF'S DISPATCHER

This Hiring Incentive Agreement, ("Agreement") is made between the COUNTY OF PLUMAS, ("County"), acting through the Plumas County Sheriff's Office, and **NAME**, ("Employee"), in accordance with the Sheriff's Office Hiring Bonus Incentive Pilot Program.

WHEREAS, Employee begins employment as a newly hired Sheriff's Dispatcher I/II employee in the Plumas County Sheriff's Office ("Sheriff's Office") who meets the County requirements for that position.

WHEREAS, the County wishes to bestow upon employee a signing bonus, ("signing bonus") to accept employment at County and remain satisfactorily employed in the Sheriff's Office as a Dispatcher for at least two full years;

WHEREFORE, County and Employee agree to the following terms:

1. The Sheriff's Office agrees to bestow upon employee the amount of **$10,000.00** as a signing bonus following Employee's acceptance of the County's offer to employment, and execution of this agreement, and commencement of employment. The amount shall be paid directly to Employee on Employee's paycheck as follows:

    - One-fourth, (1/4), $2,500.00 paid in the Employee's first payroll check upon completion of a successful background and being hired; and,
    - One-fourth, (1/4), $2,500.00 paid in the Employee's payroll check for the first full pay period following successful completion of a POST Dispatcher course and reaching the one-year anniversary of their first year of service; and,
    - One-half, (1/2), $5,000.00 paid in the Employee's payroll check for the first full pay period following the anniversary of their second year of service.

2. The County will apply all required federal and state tax deductions and will report all payments made under this Agreement as required by federal and state law. Taxes shall be withheld as bonus earnings from the signing bonus, and the signing bonus shall be reported to the Internal Revenue Service as income on the Employee's form W-2. Unless otherwise required by law, the signing bonus is not considered "salary" and shall not be included for the purposes of retirement benefit calculations or salary increases.

3. Employee understands that satisfactory performance and all required training, probationary period, and work requirements at each phase of Article 1 must be maintained and completed to qualify for future installment payments. Failure to meet all such requirements will result in the forfeiture of future payments.

4. In consideration for the signing bonus provided in Article 1 of this Agreement, Employee agrees to remain employed with the Plumas County Sheriff's Office as a Dispatcher on an allocated full-time basis for at least two years, with a start date between the dates of January 1, 2025, and December 31, 2025. Should Employee voluntarily fail to remain employed with the Sheriff's Office as a Dispatcher before the above-referenced date, (excluding termination due to reasons beyond employee's control such as death or disability), Employee shall be required to repay, and hereby agrees to repay 50% of the last installment payment they received within the previous year, (365 day) (without reduction of any taxes that were withheld from said sum), and shall forfeit eligibility for and the right to receive the remainder of any future installment payments provided in Article 1.

5. Employee's voluntary failure to remain employed by the Plumas County Sheriff's Office as a Dispatcher for two years, or the termination of the Employee's employment as a result of receiving a disciplinary Order of Termination, will trigger the Employee's duty to repay the amount of the signing bonus pursuant to Article 4 of this agreement and shall result in a forfeiture of the right to receive the remainder of any future payments provided in Article 1. (This amount may be more than the employee received due to tax or other withholdings). Employee agrees to pay the County all sums owed under Article 4 of this agreement within thirty (30) days of termination of their employment. Employee agrees to remit such payment by personal check or money order made payable to "County of Plumas" and delivered to the Plumas County Sheriff's Office, 1400 East Main Street, Quincy, CA. 95971.

6. To the extent permitted by law, the prevailing party shall have the right to collect from the other party its reasonable costs, fees, and necessary disbursements, including but not limited to attorneys and/or collection agency fees, incurred in enforcing this Agreement, as well as interest at the maximum legal rate on the amount owed.

7. Employee understands that all terms and conditions of employment remain unchanged by this Agreement and that this Agreement in no way guarantees

Employee any right to continued employment. Employee understands that as a Sheriff's Office employee, Employee is bound by all County rules and procedures, Plumas County Sheriff Office Employee Association, (PCSEA) Memorandum of Understanding, (MOU), Plumas County Sheriff's Office Policy and Procedures that relate to Sheriff's Office personnel, which are in effect during employment with the County. Employee also understands that retirement and other benefits Employee may be eligible for will be determined by any such policies and MOU's, in addition to any applicable legal statues or ordinances, that are in effect at the time Employee becomes eligible for such benefits. Employee recognizes that this agreement has no effect on the authority of the Sheriff to invoke disciplinary actions against the Employee.

8. Employee acknowledges that he/she/they: a) has fully read this agreement; b) has had the opportunity to review it with an advisor or legal counsel; c) understand each of its provisions; and d) enters into it freely, intelligently and voluntarily.

9. If any part of this Agreement is found to be invalid, unlawful, or unenforceable, the other parts will continue in full force and effect and shall remain valid and enforceable, and Employee agrees, represents, and warrants that he/she/they will be held to any applicable and enforceable repayment of the signing bonus.

10. This Agreement between the Plumas County Sheriff's Office and the Employee will not be honored for Employee who has worked in the capacity of a Dispatcher for Plumas County within three (3) years of the new hiring date.

11. This Agreement between the Plumas County Sheriff's Office and the Employee will not be honored if the Employee has already received a hiring bonus as a Plumas County Sheriff's deputy sheriff or corrections officer.

12. This Agreement constitutes the entire agreement between parties, and supersedes all prior and contemporaneous agreements, representations, and understandings of the parties as to such matters. This Agreement may be amended only by written agreement, signed by the parties to be bound to the amendment. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same agreement. For such purposes, an executed email or facsimile copy shall be deemed an original. This agreement is governed by the laws of the State of California and is enforceable in the jurisdiction of Plumas County.

BY SIGNING BELOW, Employee knowingly and willingly agrees to be bound by the above terms and conditions.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

Date	Department Head or Designee Signature
Date	Candidate or Employee Signature

Plumas County Sheriff's Office Hiring Incentive Signing Bonus
ORIGINAL: To Employee personnel file
COPY: To Auditor and Human Resources
03/24

Approved as to form:
Sara James, Attorney
County Counsel's Office

PLUMAS COUNTY
SHERIFFS DEPARTMENT
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Sarah Novak, Sheriff's Fiscal Officer**
MEETING DATE:	**February 4, 2025**
SUBJECT:	**Approve and authorize Chair to sign amendment to agreement between Plumas County Sheriff's Office and North Fork Medicine to add another medical doctor as a signatory to the agreement; (No General Fund Impact) ; approved as to form by County Counsel.**

Recommendation:

Approve and authorize Chair to sign amendment to agreement between Plumas County Sheriff's Office and North Fork Medicine to add another medical doctor as a signatory to the agreement; (No General Fund Impact) ; approved as to form by County Counsel.

Background and Discussion:

Amendment to the agreement with North Fork Medicine to add Tyler Barr, MD, another medical doctor, as a signatory to the contract.

Action:

Approve and authorize Chair to sign amendment to agreement between Plumas County Sheriff's Office and North Fork Medicine to add another medical doctor as a signatory to the agreement; (No General Fund Impact) ; approved as to form by County Counsel.

Fiscal Impact:

No General Fund Impact.

Attachments:

1. North Fork Medicine FULLY EXEXUTED
2. North Fork AMENDMENT

Services Agreement

This Agreement is made by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its **Sheriff's Office** (hereinafter referred to as "County"), and North Fork Medicine, a California Partnership, (hereinafter referred to as "Contractor").

The parties agree as follows:

1. Scope of Work. Contractor shall provide the County with services as set forth in Exhibit A, attached hereto.

2. Compensation. County shall pay Contractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed One Hundred and Two Thousand Three Hundred and 00/100 Dollars ($102,300.00).

3. Term. The term of this agreement shall be from July 1, 2024, through June 30, 2025, unless terminated earlier as provided herein.

4. Termination. Either party may terminate this agreement by giving thirty (30) days written notice to the other party.

5. Non-Appropriation of Funds. It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, the County shall have no liability to pay any further funds whatsoever to Contractor or furnish any other consideration under this Agreement and Contractor shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either cancel this Agreement with no further liability incurring to the County, or offer an amendment to Contractor to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution. Contractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.

6. Warranty and Legal Compliance. The services provided under this Agreement are non-exclusive and shall be completed promptly and competently. Contractor shall guarantee all parts and labor for a period of one year following the expiration of the term of this Agreement unless otherwise specified in Exhibit A. Contractor agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.

7. Amendment. This Agreement may be amended at any time by mutual agreement of the parties, expressed in writing and duly executed by both parties. No alteration of the

terms of this Agreement shall be valid or binding upon either party unless made in writing and duly executed by both parties.

8. Indemnification. To the furthest extent permitted by law (including without limitation California Civil Code Sections 2782 and 2782.8, if applicable), County shall not be liable for, and Contractor shall defend and indemnify County and its officers, agents, employees, and volunteers (collectively "County Parties"), against any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorney's fees and court costs (hereinafter collectively referred to as "Claims"), which arise out of or are in any way connected to the work covered by this Agreement arising either directly or indirectly from any act, error, omission or negligence of Contractor or its officers, employees, agents, contractors, licensees or servants, including, without limitation, Claims caused by the concurrent negligent act, error or omission, whether active or passive of County Parties. Contractor shall have no obligation, however, to defend or indemnify County Parties from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of County Parties. The obligations of this indemnity shall be for the full amount of all damage to County, including defense costs, and shall not be limited by any insurance limits.

9. Insurance. Excluding professional liability (malpractice) insurance, Contractor agrees to maintain the following insurance coverage throughout the term of this Agreement:

   a. Commercial general liability coverage, with minimum per occurrence limit of the greater of (i) the limit available on the policy, or (ii) one million dollars ($1,000,000).

   b. Automobile liability coverage (including non-owned automobiles), with minimum bodily injury limit of the greater of (i) the limit available on the policy, or (ii) two-hundred fifty thousand dollars ($250,000) per person and five hundred thousand dollars ($500,000) per accident, as well as a minimum property damage limit of the greater of (i) the limit available on the policy, or (ii) fifty thousand dollars ($50,000) per accident.

   c. Each policy of commercial general liability coverage and automobile liability coverage (including non-owned automobiles) shall meet the following requirements:

      i. Each policy shall be endorsed to name the County, its officers, officials, employees, representatives and agents (collectively, for the purpose of this section 9, the "County") as additional insureds. The Additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13; and

ii. All coverage available under such policy to Contractor, as the named insured, shall also be available and applicable to the County, as the additional insured; and

iii. All of Contractor's available insurance proceeds in excess of the specified minimum limits shall be available to satisfy any and all claims of the County, including defense costs and damages; and

iv. Any insurance limitations are independent of and shall not limit the indemnification terms of this Agreement; and

v. Contractor's policy shall be primary insurance as respects the County, its officers, officials, employees, representatives and agents, and any insurance or self-insurance maintained by the County, its officers, officials, employees, representatives and agents shall be in excess of the Contractor's insurance and shall not contribute with it, and such policy shall contain any endorsements necessary to effectuate this provision. The primary and non-contributory endorsement shall be at least as broad as ISO Form 20 01 04 13; and

vi. To the extent that Contractor carries any excess insurance policy applicable to the work performed under this Agreement, such excess insurance policy shall also apply on a primary and non-contributory basis for the benefit of the County before the County's own primary insurance policy or self-insurance shall be called upon to protect it as a named insured, and such policy shall contain any endorsements necessary to effectuate this provision.

d. Workers Compensation insurance in accordance with California state law.

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

10. Licenses and Permits. Contractor represents and warrants to County that it or its principals have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required for Contractor to practice its profession and to perform its duties and obligations under this Agreement. Contractor represents and warrants to County that Contractor shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required for

Contractor or its principals to practice its professions and to perform its duties and obligations under this Agreement.

11. Relationship of Parties. It is understood that Contractor is not acting hereunder as an employee of the County, but solely as an independent contractor. Contractor, by virtue of this Agreement, has no authority to bind, or incur any obligation on behalf of, County. Except as expressly provided in this Agreement, Contractor has no authority or responsibility to exercise any rights or power vested in County. It is understood by both Contractor and County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or joint venture.

12. Business-to-Business Relationship. Contractor represents and warrants that Contractor is an individual acting as a sole proprietor, or a business entity formed as a partnership, limited liability company, limited liability partnership, or corporation ("business service provider") that customarily provides services of the same nature as the services provided for County under this Agreement. Contractor represents and warrants that Contractor advertises these services to and contracts with entities other than County. Contractor represents and warrants that Contractor maintains a separate business location and has all required business licenses and tax registration, if any, in order to perform services under this Agreement. Contractor shall have the right to set their own hours and location of work, consistent with the nature of the services provided under this Agreement. Contractor shall determine the method, means and manner of performance of, but not limited to, such matters as outlined in Exhibit "A" without restriction by County. County is interested only in the results to be achieved from Contractor's performance of the services. Contractor shall provide their own resources and equipment and direct their operation in all respects when necessary to perform these services. Notwithstanding this Agreement, Contractor shall have the right to provide the same or similar services to entities other than the County without restriction. County shall have no authority, control, or liability regarding Contractor's performance or activities before or after each instance that Contractor may perform under this Agreement. Contractor will at all times indemnify and hold County, and their respective agents, contractors and employees harmless from any and all claims, damages, liabilities and costs (including attorneys' fees) arising out of any material breach by Contractor of any representation, warrant or agreement made by Contractor hereunder or arising out of Contractor's services.

13. Assignment. Contractor may not assign, subcontract, sublet, or transfer its interest in this Agreement without the prior written consent of the County.

14. Non-discrimination. Contractor agrees not to discriminate in the provision of service under this Agreement on the basis of race, color, religion, marital status, national origin, ancestry, sex, sexual orientation, physical or mental handicap, age, or medical condition.

15. Choice of Law. The laws of the State of California shall govern this agreement.

16. Interpretation. This agreement is the result of the joint efforts of both parties and their attorneys. The agreement and each of its provisions will be interpreted fairly, simply, and not strictly for or against either party.

17. Integration. This Agreement constitutes the entire understanding between the parties respecting the subject matter contained herein and supersedes any and all prior oral or written agreements regarding such subject matter.

18. Severability. The invalidity of any provision of this Agreement, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.

19. Headings. The headings and captions contained in this Agreement are for convenience only, and shall be of no force or effect in construing and interpreting the provisions of this Agreement.

20. Waiver of Rights. No delay or failure of either party in exercising any right, and no partial or single exercise of any right, shall be deemed to constitute a waiver of that right or any other right.

21. Conflict of Interest. The parties to this Agreement have read and are aware of the provisions of Government Code section 1090 *et seq.* and section 87100 *et seq.* relating to conflicts of interest of public officers and employees. Contractor represents that it is unaware of any financial or economic interest of any public officer or employee of County relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement and is later discovered by the County, the County may immediately terminate this Agreement by giving written notice to Contractor.

22. Notice Addresses. All notices under this Agreement shall be effective only if made in writing and delivered by personal service or by mail and addressed as follows. Either party may, by written notice to the other, change its own mailing address.

County:

Sheriff's Office
County of Plumas
1400 E. Main Street
Quincy, CA 95971
Attention: Sarah Novak

Contractor:

North Fork Medicine
1060 Valley View Dr.
Quincy, CA 95971
Attention: Dr. Ross Morgan

23. Time of the Essence. Time is hereby expressly declared to be of the essence of this Agreement and of each and every provision thereof, and each such provision is hereby made and declared to be a material, necessary, and essential part of this Agreement.

24. Contract Execution. Each individual executing this Agreement on behalf of Contractor represents that he or she is fully authorized to execute and deliver this Agreement.

25. Ukraine Sanctions. Pursuant to Executive Order N-6-22 Contractor is aware that as a compliance with the economic sanctions imposed in response to Russia's actions in Ukraine is required, including with respect to, but not limited to, the federal executive orders identified in the EO and the sanctions identified on the U.S. Department of the Treasury website (https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions). Failure to comply may result in the termination of this agreement.

26. Suspension and Debarment. The County does not employ vendors or contractors who are listed on the National World Wide Web Site System for Award Management (sam.gov) by Federal General Services Administration (GSA) for the purpose of disseminating information on parties that are debarred from receiving Federal contracts, certain subcontracts, and certain Federal financial and nonfinancial assistance and benefits, pursuant to the provisions of 31 U.S.C. 6101, note, E.O. 12549, E.O. 12689, 48 CFR 9.404, and each agency's codification of the Common Rule for Non-procurement suspension and debarment.

a. This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R.§ 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

b. The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

c. This certification is a material representation of fact relied upon by the County. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

d. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any Contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

27. Retention of Records. If the maximum compensation payable under section 2 of this Agreement exceeds $10,000, then, pursuant to California Government Code section 8546.7, the performance of any work under this Agreement is subject to the examination

and audit of the State Auditor at the request of the County or as part of any audit of the County for a period of three years after final payment under the Agreement. Each party hereto shall retain all records relating to the performance and administration of this Agreement for three years after final payment hereunder, and Contractor agrees to provide such records either to the County or to the State Auditor upon the request of either the State Auditor or the County.

28. Conflicts. In the event of any conflict between the terms of this Agreement and the terms of any exhibit hereto, the terms of this Agreement shall control, and the conflicting term of the exhibit shall be given no effect. Any limitation of liability contained in an attached exhibit shall be null and void.

/////

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/

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

CONTRACTOR:

North Fork Medicine, a California Partnership

By:
Name: Ross Morgan, MD
Title: Medical Doctor
Date signed: 7/2/24

By:
Name: Erin Barnes, MD
Title: Medical Doctor
Date signed:

By:
Name: Elizabeth Paige Lewis, MD
Title: Medical Doctor
Date signed: 7/2/24

By:
Name: Alexandra Hunt, MD
Title: Medical Doctor
Date signed: 7/10/24

By: 7.2-24
Name: Joseph Schad, MD
Title: Medical Doctor
Date signed:

By:
Name: April Leonardo, MD
Title: Medical Doctor
Date signed: 07/02/2024

COUNTY:

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

By:
Name: Todd Johns
Title: Sheriff/Coroner
Date signed: 6/12/2024

By:
Name: Greg Hagwood
Title: Chair, Board of Supervisors
Date signed: 6.11.24

ATTEST:

By:
Name: Allen Hiskey
Title: Clerk of the Board of Supervisors
Date signed: 6.11.24

Approved as to form:
Craig Settlemire
Counsel

EXHIBIT A

Scope of Work

Contractor shall provide the following medical services twenty-four hours a day, seven days a week. Contractor is not responsible for providing any nursing services or administrative services under the Agreement.

On-Call: Physicians shall provide on-call medical services twenty-four hours a day, seven days a week (including holidays). Physicians will respond within thirty minutes to perform screening medical triage as defined below.

Triage: Triage will consist of phone conversations with jail nurse and/or correctional officers to determine urgency of medical need and appropriate plan for further medical evaluation. All nurse sick call will be triaged with physicians. All standard treatment procedures will be triaged with physicians.

Medical Evaluation: Urgent life threatening inmate issues shall be handled through the Emergency Medical System while simultaneously notifying the on-call physician. No delay should be incurred by waiting for the on-call physician to respond. Physician may mitigate EMS services through direct communication with paramedics or EMTS.

Semi-urgent, non-life threatening issues will be handled through direct communication between the on-call physician and the on-call nurse. In most cases, the on-call nurse shall evaluate the inmate in person in a time frame reasonable to appropriately address the medical need at hand. Non-urgent issues shall generally be addressed by the jail nurse during normal "sick call" hours and communicated with on call physician.

Supervision: Physicians agree to provide "sick call", "call-back" and "on-call" supervision to jail nurse via phone consultation.

Site Visits: Contracted physicians will perform site visits once weekly to perform face-to-face medical evaluations on inmates referred by the jail nurse. Physician will address any concerns brought forward by the jail staff. This onsite visit will generally occur on Thursday or Fridays but may vary to accommodate physician schedules.

Medications: Physicians shall be solely responsible for prescribing inmate medications. Physician may direct the jail nurse to carry out dispensing of medications.

Procedures: Minor office and surgical procedures may be performed by contracted physicians (i.e. joint injections, wound debridement, splinting, etc.) as deemed medically appropriate. Traumas, including suspected fractures, dislocations, lacerations requiring repair, head injuries or injuries requiring imaging, i.e. x-rays, will be evaluated in the emergency room.

Physicians agree to participate in Quality Improvement meetings every 6 months.

Physicians agree to provide peer-to-peer chart review.

Physicians agree to review all ancillary testing completed during the week including Labs, imaging, etc

EXHIBIT B

Fee Schedule

1. For services County agrees to compensate Contractor a flat fee of eight thousand five hundred twenty-five dollars and 00/100 Dollars ($8,525.00) per month. (10% increase from previous years to account for inflation). **This Agreement shall not exceed One Hundred and Two Thousand Three Hundred and 00/100 Dollars ($102,300.00).**

2. County shall be responsible for the payment of all medical prescriptions, laboratory testing services, medical bills for hospitalized inmates, over-the-counter medication, and medical supplies not otherwise covered by this Agreement. The county shall pay these costs directly to the vendors of such goods and services, unless an alternative arrangement is approved in writing by the County's Project Manager.

3. Contractor shall be responsible for the costs of providing medical samples, as obtained, for use by the inmates.

4. County shall provide coverage and pay premiums for malpractice insurance covering all physician professional services provided under this agreement.

FIRST AMENDMENT TO AGREEMENT

BY AND BETWEEN

PLUMAS COUNTY AND NORTH FORK MEDICINE

This First Amendment to Agreement ("Amendment") is made on March 1, 2025, between PLUMAS COUNTY, a political subdivision of the State of California, by and through its Sheriff's Office ("COUNTY"), and NORTH FORK MEDICINE, a California Partnership ("CONTRACTOR") who agrees as follows:

1. **Recitals:** This Amendment is made with reference to the following facts and objectives:

    a. PLUMAS COUNTY and NORTH FORK MEDICINE have entered into a written Agreement dated July 1, 2024, (the "Agreement"), in which NORTH FORK MEDICINE agreed to provide medical services twenty-four hours a day, seven days a week, to Plumas County.

    b. Due to Contractor hiring an additional doctor to the Partnership, the parties desire to amend the Agreement.

2. **Amendments:** The parties agree to amend the Agreement as follows:

    a. Addition of the following doctor as a signatory to the Contract:

    Name: Tyler Barr, MD
    Title: Medical Doctor

3. **Effectiveness of Agreement:** Except as set forth in this First Amendment of Agreement, all provisions of the Agreement dated July 1, 2024, shall remain unchanged and in full force and effect.

CONTRACTOR:

North Fork Medicine, a California Partnership

By:_____
Name: Ross Morgan, MD
Title: Medical Doctor
Date signed:

By:_____
Name: Erin Barnes, MD
Title: Medical Doctor
Date signed:

By:_____
Name: Elizabeth Paige Lewis, MD
Title: Medical Doctor
Date signed:

By:_____
Name: Alexandra Hunt, MD
Title: Medical Doctor
Date signed:

By:_____
Name: Joseph Schad, MD
Title: Medical Doctor
Date signed:

By:_____
Name: April Leonardo, MD
Title: Medical Doctor
Date signed:

By:_____
Name: Tyler Barr, MD
Title: Medical Doctor
Date signed:

COUNTY:

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

By:_____
Name: Kevin Goss
Title: Chari, Board of Supervisors
Date signed:

ATTEST

By:_____
Name: Allen Hiskey
Title: Clerk of the Board of Supervisors
Date signed:

Approved as to form:
Craig Settlemire
Counsel

PLUMAS COUNTY
SHERIFFS DEPARTMENT
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Sarah Novak, Sheriff's Fiscal Officer**
MEETING DATE:	**February 4, 2025**
SUBJECT:	**Approve and authorize Chair to sign an agreement between Plumas County Sheriff's Office and UBEO West, LLC, to provide leasing and maintenance of three new copy machines ; effective February 24, 2025; not to exceed $20,000.00; (General Fund Impact) as approved in recommended (FY24/25) budget (20428-520250 and 70330-520250); approved as to form by County Counsel.**

Recommendation:
Approve and authorize Chair to sign an agreement between Plumas County Sheriff's Office and UBEO West, LLC, to provide leasing and maintenance of three new copy machines ; effective February 24, 2025; not to exceed $20,000.00; (General Fund Impact) as approved in recommended (FY24/25) budget (20428-520250 and 70330-520250); approved as to form by County Counsel.

Background and Discussion:
Contract with Ubeo West, LLC, to lease the Sheriff's Office with three new Canon imageCLASS X MF 1440 copy machines and to provide maintenance on the three machines.

Action:

Approve and authorize Chair to sign an agreement between Plumas County Sheriff's Office and UBEO West, LLC, to provide leasing and maintenance of three new copy machines ; effective February 24, 2025; not to exceed $20,000.00; (General Fund Impact) as approved in recommended (FY24/25) budget (20428-520250 and 70330-520250); approved as to form by County Counsel.

Fiscal Impact:

(General Fund Impact) as approved in recommended (FY24/25) budget (20428-520250 and 70330-520250)

Attachments:
1. UBEO 4500 FINAL

Services Agreement

This Agreement is made by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its **Sheriff's Office** (hereinafter referred to as "County"), and UBEO WEST, LLC, a California LLC (hereinafter referred to as "Contractor").

The parties agree as follows:

1. Scope of Work. Contractor shall provide the County with services as set forth in Exhibit A, attached hereto.

2. Compensation. County shall pay Contractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit B, C, D and E attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed Twenty Thousand and 00/100 Dollars ($20,000.00).

3. Term. The term of this agreement shall be from February 24, 2025, through February 23, 2028, unless terminated earlier as provided herein.

4. Termination. Either party may terminate this agreement by giving thirty (30) days written notice to the other party.

5. Non-Appropriation of Funds. It is mutually agreed that if, for the current fiscal year and/ or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, the County shall have no liability to pay any further funds whatsoever to Contractor or furnish any other consideration under this Agreement and Contractor shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either cancel this Agreement with no further liability incurring to the County or offer an amendment to Contractor to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution. Contractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.

6. Warranty and Legal Compliance. The services provided under this Agreement are non-exclusive and shall be completed promptly and competently. Contractor shall guarantee all parts and labor for a period of one year following the expiration of the term of this Agreement unless otherwise specified in Exhibit A. Contractor agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.

7. Amendment. This Agreement may be amended at any time by mutual agreement of the parties, expressed in writing and duly executed by both parties. No alteration of the terms of this Agreement shall be valid or binding upon either party unless made in writing and duly executed by both parties.

8. Indemnification. To the furthest extent permitted by law (including without limitation California Civil Code Sections 2782 and 2782.8, if applicable), County shall not be liable for, and Contractor shall defend and indemnify County and its officers, agents, employees, and volunteers (collectively "County Parties"), against any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorney's fees and court costs (hereinafter collectively referred to as "Claims"), which arise out of or are in any way connected to the work covered by this Agreement arising either directly or indirectly from any act, error, omission or negligence of Contractor or its officers, employees, agents, contractors, licensees or servants, including, without limitation, Claims caused by the concurrent negligent act, error or omission, whether active or passive of County Parties. Contractor shall have no obligation, however, to defend or indemnify County Parties from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of County Parties. The obligations of this indemnity shall be for the full amount of all damage to County, including defense costs, and shall not be limited by any insurance limits.

9. Insurance. Contractor agrees to maintain the following insurance coverage throughout the term of this Agreement:

   a. Commercial general liability (and professional liability, if applicable to the services provided) coverage, with minimum per occurrence limit of the greater of (i) the limit available on the policy, or (ii) one million dollars ($1,000,000).

   b. Automobile liability coverage (including non-owned automobiles), with minimum bodily injury limit of the greater of (i) the limit available on the policy, or (ii) two-hundred fifty thousand dollars ($250,000) per person and five hundred thousand dollars ($500,000) per accident, as well as a minimum property damage limit of the greater of (i) the limit available on the policy, or (ii) fifty thousand dollars ($50,000) per accident.

   c. Each policy of commercial general liability (and professional liability, if applicable to the services provided) coverage and automobile liability coverage (including non-owned automobiles) shall meet the following requirements:

      i. Each policy shall be endorsed to name the County, its officers, officials, employees, representatives and agents (collectively, for the purpose of this section 9, the "County") as additional insureds. The Additional Insured

endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13; and

ii. All coverage available under such policy to Contractor, as the named insured, shall also be available and applicable to the County, as the additional insured; and

iii. All of Contractor's available insurance proceeds in excess of the specified minimum limits shall be available to satisfy any and all claims of the County, including defense costs and damages; and

iv. Any insurance limitations are independent of and shall not limit the indemnification terms of this Agreement; and

v. Contractor's policy shall be primary insurance as respects the County, its officers, officials, employees, representatives and agents, and any insurance or self-insurance maintained by the County, its officers, officials, employees, representatives and agents shall be in excess of the Contractor's insurance and shall not contribute with it, and such policy shall contain any endorsements necessary to effectuate this provision. The primary and non-contributory endorsement shall be at least as broad as ISO Form 20 01 04 13; and

vi. To the extent that Contractor carries any excess insurance policy applicable to the work performed under this Agreement, such excess insurance policy shall also apply on a primary and non-contributory basis for the benefit of the County before the County's own primary insurance policy or self-insurance shall be called upon to protect it as a named insured, and such policy shall contain any endorsements necessary to effectuate this provision.

d. Workers Compensation insurance in accordance with California state law.

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

10. Licenses and Permits. Contractor represents and warrants to County that it or its principals have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required for Contractor to practice its profession and to perform its duties and obligations under this Agreement. Contractor represents and warrants to County that Contractor shall, at its sole cost and expense, keep in effect at all times during the term of

this Agreement any licenses, permits, and approvals that are legally required for Contractor or its principals to practice its professions and to perform its duties and obligations under this Agreement.

11. Relationship of Parties. It is understood that Contractor is not acting hereunder as an employee of the County, but solely as an independent contractor. Contractor, by virtue of this Agreement, has no authority to bind, or incur any obligation on behalf of, County. Except as expressly provided in this Agreement, Contractor has no authority or responsibility to exercise any rights or power vested in County. It is understood by both Contractor and County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or joint venture.

12. Assignment. Contractor may not assign, subcontract, sublet, or transfer its interest in this Agreement without the prior written consent of the County.

13. Non-discrimination. Contractor agrees not to discriminate in the provision of service under this Agreement on the basis of race, color, religion, marital status, national origin, ancestry, sex, sexual orientation, physical or mental handicap, age, or medical condition.

14. Choice of Law. The laws of the State of California shall govern this agreement.

15. Interpretation. This agreement is the result of the joint efforts of both parties and their attorneys. The agreement and each of its provisions will be interpreted fairly, simply, and not strictly for or against either party.

16. Integration. This Agreement constitutes the entire understanding between the parties respecting the subject matter contained herein and supersedes any and all prior oral or written agreements regarding such subject matter.

17. Severability. The invalidity of any provision of this Agreement, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.

18. Headings. The headings and captions contained in this Agreement are for convenience only, and shall be of no force or effect in construing and interpreting the provisions of this Agreement.

19. Waiver of Rights. No delay or failure of either party in exercising any right, and no partial or single exercise of any right, shall be deemed to constitute a waiver of that right or any other right.

20. Conflict of Interest. The parties to this Agreement have read and are aware of the provisions of Government Code section 1090 *et seq*. and section 87100 *et seq*. relating to conflicts of interest of public officers and employees. Contractor represents that it is unaware of any financial or economic interest of any public officer or employee of County relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement and is later discovered by

the County, the County may immediately terminate this Agreement by giving written notice to Contractor.

21. Notice Addresses. All notices under this Agreement shall be effective only if made in writing and delivered by personal service or by mail and addressed as follows. Either party may, by written notice to the other, change its own mailing address.

County:

Sheriff's Office
County of Plumas
1400 E. Main Street
Quincy, CA 95971
Attention: Sarah Novak

Contractor:

UBEO West, LLC
3131 Esplanade
Chico, CA 95973
Attention: Matthew Strohfus, MBA

22. Time of the Essence. Time is hereby expressly declared to be of the essence of this Agreement and of each and every provision thereof, and each such provision is hereby made and declared to be a material, necessary, and essential part of this Agreement.

23. Contract Execution. Each individual executing this Agreement on behalf of Contractor represents that he or she is fully authorized to execute and deliver this Agreement.

24. Ukraine Sanctions. Pursuant to Executive Order N-6-22 Contractor is aware that as a compliance with the economic sanctions imposed in response to Russia's actions in Ukraine is required, including with respect to, but not limited to, the federal executive orders identified in the EO and the sanctions identified on the U.S. Department of the Treasury website (https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions). Failure to comply may result in the termination of this agreement.

25. Suspension and Debarment. The County does not employ vendors or contractors who are listed on the National World Wide Web Site System for Award Management (sam.gov) by Federal General Services Administration (GSA) for the purpose of disseminating information on parties that are debarred from receiving Federal contracts, certain subcontracts, and certain Federal financial and nonfinancial assistance and benefits, pursuant to the provisions of 31 U.S.C. 6101, note, E.O. 12549, E.O. 12689, 48 CFR 9.404, and each agency's codification of the Common Rule for Non-procurement suspension and debarment.

a. This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R.§ 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

b. The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

c. This certification is a material representation of fact relied upon by the County. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

d. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any Contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

26. Retention of Records. If the maximum compensation payable under section 2 of this Agreement exceeds $10,000, then, pursuant to California Government Code section 8546.7, the performance of any work under this Agreement is subject to the examination and audit of the State Auditor at the request of the County or as part of any audit of the County for a period of three years after final payment under the Agreement. Each party hereto shall retain all records relating to the performance and administration of this Agreement for three years after final payment hereunder, and Contractor agrees to provide such records either to the County or to the State Auditor upon the request of either the State Auditor or the County.

27. Conflicts. In the event of any conflict between the terms of this Agreement and the terms of any exhibit hereto, the terms of this Agreement shall control, and the conflicting term of the exhibit shall be given no effect. Any limitation of liability contained in an attached exhibit shall be null and void.

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

CONTRACTOR:

UBEO West, LLC

By:_____
Name: John Fortino
Title: CFO
Date signed:

COUNTY:

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

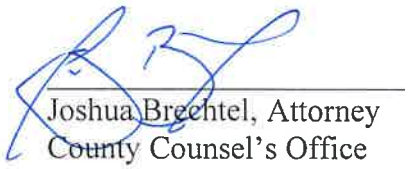
By:_____
Name: Todd Johns
Title: Sheriff/Coroner
Date signed:

By:_____
Name: Kevin Goss
Title: Chair, Board of Supervisors
Date signed:

ATTEST:

By:_____
Name: Allen Hiskey
Title: Clerk of the Board
Date signed:

Approved as to form:



Joshua Brechtel, Attorney
County Counsel's Office

EXHIBIT A

Scope of Work

1. Contractor shall provide three (3) new Canon imageCLASS X MF 1440; B&W; print, copy scan to folder.

2. Maintenance services and materials to be provided Contractor to the Covered Equipment include inspection, adjustment, parts, and drum replacement as described in Paragraph 3 of this Exhibit, cleaning materials required for the proper operation of the Covered Equipment. These services include both regularly scheduled maintenance and service calls made by the County and performed by Contractor during normal business hours.

3. During the term of this Agreement, Contractor will replace, without charge, parts that have been broken or are worn through normal use and are necessary for servicing and maintenance adjustments.

4. All service calls under this Agreement will be made by Contractor during normal business hours (defined as Monday through Friday, 8:00am through 5:00pm), solely on the Covered Equipment. Services to be furnished outside normal business hours may be provided at rates mutually agreed upon by the Contractor and the County.

5. Contractor will respond to service calls from the County within four (4) working hours of receiving the call unless another deadline is mutually agreed upon by the Contractor and the County.

6. Contractor will provide loaner equipment if any of the Covered Equipment is non-functional, and repairs cannot be completed within twenty-four (24) working hours.

EXHIBIT B

Fee Schedule

1. County shall pay a total of $70.00 monthly for a term of 36 months broken up as follows:

    a. County shall pay $43.30 per month to lease each of the three (3) Canon imageCLASS X MF1440.

    b. County shall pay $26.70 per month for maintenance on (3) Canon imageCLASS X MF1440 to include up to 1500 monthly black and white images (4500 quarterly) on the equipment covered by this agreement. County shall pay an additional $0.01780 per quarter for black and white images over 4500.

2. All lease and maintenance invoices for this Agreement will be generated by and payment shall be made to:

    Canon Financial Services, Inc. (CFS)
    14904 Collections Center Drive
    Chicago, IL 60693-0149

3. County shall provide a Certificate of Insurance to Canon Financial Services, Inc. (CFS) listing them as the Loss Payee/Additional Insured.

4. Services and Supplies include all parts, labor, services, and supplies including toner, and drums (excluding paper and staples only). All meters will be collected on an annual basis, and all overages will be charged at the Service and Supply pricing indicated above.

5. Contractor shall read the image meter quarterly and shall promptly invoice the County following each meter reading. Contractor shall not invoice the County more frequently than once per quarter.

6. Services or repairs made necessary by accident, misuse, abuse, neglect, relocation or equipment, theft, riot, vandalism, electrical power failure, water or other casualty, or use of parts or services (excluding paper) from sources other than Contractor, are not included in the above rates. Such services and repairs shall be charged at Contractor's then-current rates for parts and labor.

7. When the Covered Equipment is networked, and the network is the cause of any problems and not the Covered Equipment itself, any service calls made by the Contractor in response to these network problems shall not be included in the above rate and shall instead be charged at Contractor's then-current rates for such service calls.

EXHIBIT C

Manage Rental Agreement

Docusign Envelope ID: 16622998-D354-44C1-91A2-47ED69BB7964

ubeo BUSINESS SERVICES

MANAGE RENTAL AGREEMENT

Owner: UBEO WEST, LLC

CUSTOMER INFORMATION

Bill To Full Customer Legal Name: County of Plumas, California		Contact Person	Installation Site Key Operator
Street Address: 1400 E Main St		Title	Title
Box/Suite/Routing		Telephone #: (530) 283-6375	Telephone #
City: Quincy	State: CA / Zip Code: 95971	Facsimile #: (530) 283-6344	Facsimile #
Installation Address (if different from above)		e-mail	e-mail

EQUIPMENT INFORMATION

	Quantity	Make	Item	Description (or Accessories)
1	3	Canon	5951C001AA	imageCLASS X MF1440
2				
3				
4				
5				
6				
7				
8				

Payment	$70.00	**Term (Months)**	36
Payment Frequency	Monthly	**Image Meter Reading Frequency** (QUARTERLY unless otherwise indicated)	Quarterly

B&W Image Monthly Allowance	**1500**	**Excess Per Image Charge (B&W)**	**$0.01780**
Color Image Monthly Allowance	**0**	**Excess Per Image Charge (Color)**	**$0.00000**
Linear Feet Monthly Allowance		**Excess Per Image Charge (Linear Feet)**	
xMedius Page/DID Monthly Allowance		**xMedius Excess Per Page/DID Charge**	

Supplies (toner and developer in colors, black, cyan, magenta and yellow) and waste toner bottles are included at no additional charge, unless otherwise indicated.
Throughput materials (paper stocks, staples, etc.) and toner and developer in colors clear, gold, silver, white, and fluorescent pink are NOT included.

BLACK Supplies Included ☐ NO **COLOR Supplies Included** ☐ NO

AGREEMENT NUMBER

All amounts exclusive of applicable taxes
THIS AGREEMENT CANNOT BE TERMINATED EARLY.

SALES REPRESENTATIVE: Matthew Strohfus

Additional Terms and Conditions on Second Page. Other Agreed Upon Addendum(s) included:

A | B | C

Meters ☒UDCA ☐Fax ☐e-Mail | Meter Contact | e-Mail | Fax#

During the term of this Agreement, Owner may substitute and/or change the tools and equipment that it uses in providing the images and other solutions being provided to Customer. In these situations, Owner will explain the changes to Customer and Customer will sign an updated schedule incorporating the changes to the equipment and related products in the Customer's possession and/or being used to provide the solution. In addition, if customer's needs and/or the available technology changes dramatically, either party may initiate discussions to revise this Agreement; provided that any such change must be mutually agreed to in a new agreement or amendment signed by authorized individuals on behalf of both Customer and Owner.

CUSTOMER ACCEPTANCE

By signing below customer certifies that all conditions and terms of this agreement on the first and second page have been reviewed and acknowledged. By providing a telephone number for a cellular phone or other wireless device, you are expressly consenting to receiving communications (for NON-marketing or solicitation purposes) at that number, including, but not limited to, prerecorded or artificial message calls, text messages, and calls made by an automatic telephone dialing system from Owner and its affiliates and agents. This Express Consent applies to each such telephone number that customer provides to us now or in the future and permits such calls. These calls and messages may incur access fees from your cellular provider.

Company Name: County of Plumas, California | Federal Tax ID:

By (Please Print):

Signature:

Title: | Date:

OWNER ACCEPTANCE

Owner: **UBEO WEST, LLC**

By: John Fortino

Signature: DocuSigned by: John Fortino C0E2E220428D495...

Title: CFO | Date: 1/7/2025

DELIVERY AND ACCEPTANCE

The Customer hereby certifies that all the Equipment: 1) has been received, installed, and inspected, and 2) is fully operational and unconditionally accepted. All conditions and terms of this agreement have been reviewed, acknowledged and are now irrevocable and unconditional.

By (Please Print): | Title:

Signature: | Date:

UMANAGE RENTAL AGREEMENT

TERMS and CONDITIONS

1. Ownership and Use of System: Owner is the sole owner and title holder to the "System". The "System" shall mean all hardware (and, except as limited by section 10 below, software) included on the UMANAGE Rental Agreement. Customer agrees to keep the System and associated products free and clear of all liens and claims. Customer agrees that the System and associated products will be used solely for business purposes and not for consumer purposes or personal use and that the Customer's location is a business address.

2. Payment: Monthly payments will begin on the Commencement date. The Customer agrees to pay Owner the base payment which includes the minimum base image allowance when due. The Customer also agrees to pay a charge for each image in excess of the image allowance. The base payment and the charge for overages are as indicated on the first page of this Agreement. If any payment is more than ten days late, the Customer agrees to pay a fee of up to 15% or $29 (whichever is greater) on the overdue amount, but not to exceed the maximum amount allowed by law. The Customer also agrees to pay $35 for each check that the bank returns for insufficient funds or any other reason. At the end of the first year of this Agreement, and once each successive twelve month period thereafter, Owner may increase the base payment and the Excess Per Image charges by an amount not to exceed 6% of the then current payment and charges. The Customer's obligation to pay the base payments and its other obligations hereunder is absolute and unconditional and is not subject to cancellation, reduction, setoff or counterclaim. THIS AGREEMENT IS NON-CANCELABLE.

3. Excess Images: Customer will submit true and accurate System meter readings to Owner for the System by the end of the second workday of each billing period in any reasonable manner requested by Owner, including an automated collection system. If Customer fails to submit meter readings, Owner may estimate meters and generate invoicing based upon the estimated meter readings.

4. Term and Transition Billing: This Agreement is binding upon Customer on the date Customer signs the Agreement. The Agreement is effective on the date Customer signs the Delivery and Acceptance ("Effective Date"). The term of the Agreement begins on date designated by us after receipt of all required documentation and acceptance by us ("Commencement Date") and continues for the number of months designated as "Term" on the first page of this Agreement. Customer agrees to pay an interim base payment in the amount of 1/30 of the monthly base payment, for each day from and including the Effective Date until the day preceding the Commencement Date.

5. Upgrade and Downgrade Provision: Owner may review your image volume and, in its discretion, propose options for upgrading or downgrading to accommodate your needs.

6. Taxes and Fees: This is a net agreement. In addition to rent, the Customer agrees to pay all taxes, fees, and filing costs related to the use of the System, even billed after the end of the Agreement. Owner will file property tax returns and bill the Customer as soon as an invoice from the local jurisdiction is received. Owner has the option to estimate any taxes due for the year and bill the Customer periodically in advance on the basis of that estimate. The Customer agrees that if Owner pays any taxes or charges on the Customer's behalf, Customer will reimburse Owner for all such payments and will pay Owner a fee for collecting and administering any taxes, assessments or fees and remitting them to the appropriate authorities. The Customer will indemnify Owner on an after-tax basis against the loss of any tax benefits anticipated at the Commencement Date arising out of the Customer's acts or omissions. Owner may charge Customer a reasonable fee to cover documentation and investigation costs. Any amount charged under this agreement may include a profit.

7. UCC Filing: The Customer authorizes Owner or its assignee to sign any documents in connection with the Uniform Commercial Code ("UCC") on the Customer's behalf. The Customer authorizes Owner to insert the serial number(s) of the System in this Agreement (including any schedules) and in any filings. In order to protect our rights in the System, Customer grants the Owner a security interest in the System if this Agreement is deemed a secured transaction and Customer authorizes Owner to record a UCC-1 financing statement or similar instrument, and appoint Owner as its attorney-in-fact to execute and deliver such instrument, in order to show Owner's interest in the System.

8. Collateral Protection, Liability and Insurance: The Customer is responsible for any damage to or loss of the System and any losses or injury caused by the System. The Customer promises to keep the System fully insured against loss until the Agreement is paid in full and maintain insurance that protects Owner from liability for any damage or injury caused by the System or its use. The Customer promises to provide Owner with evidence of the insurance, showing Owner as the loss payee for the full replacement value of the System and additional insured for public liability and third party property insurance, upon request. If Customer fails to provide such evidence within 30 days after the commencement of this Agreement, Owner has the option, but not the obligation to do as provided in either (A) or (B) as follows, as determined in Owner's discretion: (A) Owner may secure property loss insurance on the System from a carrier of Owner's choosing in such forms and amounts as Owner deems reasonable to protect Owner's interests. If Owner secures insurance on the System, Customer will not be named as an insured party, Customer's interests may not be fully protected, and Customer will reimburse Owner the premium which may be higher than the premium Customer would pay if Customer obtained insurance, and which may result in a profit to Owner through an investment in reinsurance. If Customer is current in all of its obligations under the Agreement at the time of loss, any insurance proceeds received relating to insurance Owner obtains pursuant to this subsection (A) will be applied, at Owner's option, to repair or replace the System, or to pay Owner the remaining payments due or to become due under this Agreement, discounted at 2% per annum; or (B) Owner may charge Customer a monthly damage surcharge of up to .0035 of the System cost as a result of Owner's credit risk and administrative and other costs, as would be further described on a letter from Owner to Customer. We may make a profit on this program. NOTHING IN THIS PROVISION WILL RELIEVE CUSTOMER OF THE RESPONSIBILITY FOR LIABILITY INSURANCE ON THE SYSTEM. Owner may file claims and endorse insurance checks on the Customer's behalf.

9. Indemnity: After installation, Owner is not responsible for any losses or injuries caused by the use or possession of the System. Customer agrees to hold Owner harmless and reimburse Owner for loss and to defend Owner against any claim for losses or injury caused by the System. This indemnity obligation will continue after the termination of this Agreement if the loss or injury occurred during the term of the Agreement. The Customer agrees to reimburse Owner for and defend Owner against any claims, for losses or injuries caused by the System, unless such losses or injuries are caused by the gross negligence or willful misconduct of Owner. IN NO EVENT SHALL OWNER BE RESPONSIBLE FOR ANY CONSEQUENTIAL OR INDIRECT DAMAGES.

10. Maintenance and Care of Owner's System: The Customer agrees to install, use and maintain the System in accordance with the dealer specifications and use only those supplies supplied or approved by UBEO WEST, LLC which meet manufacturer specifications. Customer agrees to maintain the System in good working condition, eligible for manufacturer's certification, normal wear and tear excepted. Maintenance provided by UBEO WEST, LLC is non-cancellable for the term of the agreement for the listed System. Maintenance includes and is limited to; parts repair or replacement and associated labor, for service required as a result of normal wear and tear. Supplies (toner and developer in colors, black, cyan, magenta and yellow) and waste toner bottles are included at no additional charge. Toner usage is based on manufacturer's suggested yields. Excess usage can be billed when suggested yields are exceeded. Throughput materials (paper stocks, staples, etc.) and toner and developer in colors clear, gold, silver, white and fluorescent pink are NOT included. Work associated with Customer's Information Technologies not listed on this Agreement, including but not limited to Software, Computers, Data Files and Network is not covered by the Owner, and is billable to Customer. Owner is not responsible for any damage to Customer's Information Technology Systems. Customer is responsible for all Software Agreements and Owner is not a party to any such licensing but will include such software as part of the Agreement. Owner does not own any software and cannot transfer any interest in it to Customer. In Accordance with this agreement, within 10 days of the expiration or earlier termination, for whatever reason, of the Agreement, Customer will deliver the System to Owner in good condition and repair, except for normal wear and tear. UBEO WEST, LLC agrees not to disclose any customer information to manufacturers or competitors that is not required by law.

11. Location of System: The Customer will keep the System at the location specified in this Agreement. The Customer must obtain Owner's written permission to move the System. The Customer will allow Owner or its agents to inspect the System at any reasonable time wherever it is located.

12. Assignment: THE CUSTOMER HAS NO RIGHT TO SELL, TRANSFER, ENCUMBER, SUBLET OR ASSIGN THE SYSTEM OR THIS AGREEMENT. Owner may sell, transfer or assign this Agreement without notice and if Owner does, the assignee will have the same rights and benefits Owner has and will not have to perform any of "Owner's" obligations. UBEO WEST, LLC will retain those obligations and Customer agrees that the rights of the assignee will not be subject to any claims, defenses or setoffs the customer may have against the Owner.

13. Warranty Disclaimer: OWNER MAKES NO WARRANTY EXPRESS OR IMPLIED, INCLUDING THAT THE SYSTEM IS FIT FOR A PARTICULAR PURPOSE OR THAT THE SYSTEM IS MERCHANTABLE. OWNER TRANSFERS TO CUSTOMER ANY WRITTEN WARRANTIES MADE BY THE VARIOUS MANUFACTURERS REPRESENTED IN THIS AGREEMENT. CUSTOMER AGREES CUSTOMER HAS SELECTED THE SUPPLIER AND EACH ITEM OF SYSTEM AND ASSOCIATED PRODUCTS BASED UPON ITS OWN JUDGMENT AND DISCLAIM ANY RELIANCE UPON ANY ORAL STATEMENTS OR REPRESENTATIONS MADE BY OWNERS. CUSTOMER WILL CONTINUE TO MAKE ALL PAYMENTS UNDER THIS AGREEMENT REGARDLESS OF ANY CLAIM OR COMPLAINT AGAINST ANY SUPPLIER, LICENSOR OR MANUFACTURER, AND FAILURE OF A SERVICE PROVIDER TO PROVIDE SERVICES WILL NOT EXCUSE CUSTOMER'S OBLIGATIONS TO OWNER UNDER THIS AGREEMENT.

14. Default and Remedies: The Customer will be in default if any of the following occurs: (i) Customer does not pay any amount under this Agreement or other sum due to Owner or any other entity, (ii) Customer breaches any other term of this Agreement or any other agreement with Owner or any material agreement with any other entity, (iii) Customer or any guarantor dies, dissolves or terminates existence; (iv) Customer makes or has made false statement or misrepresentation to Owner; (v) there has been a material adverse change in Customer or any guarantor's financial, business or operating condition; (vi) any guarantor defaults under any guaranty for this Agreement; (vii) Customer or any guarantor becomes insolvent or unable to pay its debts when due; Customer stops doing business as going concern; Customer merges, consolidates, or transfers all or substantially all of its assets; or (viii) Customer makes an assignment for the benefit of its creditors or voluntarily file or have filed against it an action under any bankruptcy proceedings. If the Customer defaults, Owner can take the following remedies: a) terminate this Agreement; b) require Customer to pay 1) all past due amounts hereunder and 2) all remaining payments for the unexpired term, discounted to present value at a 2% discount rate; c) require Customer to return the System to Owner at the Customer's expense; or d) exercise any other remedy available at law or equity. The Customer promises to pay Owner's reasonable attorney fees and any cost associated with enforcement of this Agreement. Customer also agrees to pay interest on all past due amounts, from the due date, at 1.5% per month. This action will not void the Customer's responsibility to maintain and care for the System, nor will Owner be liable for any action taken on any third party's behalf.

15. Business Agreement and Choice of Law: THE CUSTOMER AGREES THAT THIS AGREEMENT WILL BE GOVERNED UNDER THE APPLICABLE LAW OF THE STATE IN WHICH OWNER (OR, IF ASSIGNED BY OWNER, OWNER'S ASSIGNEE) MAINTAINS ITS PRINCIPAL OFFICES, AND ANY DISPUTE CONCERNING THIS AGREEMENT WILL BE ADJUDICATED IN A FEDERAL OR STATE COURT IN SUCH STATE. OWNER (AND ITS ASSIGNEE) AND CUSTOMER WAIVE THE RIGHT TO A TRIAL BY JURY IN THE EVENT OF A LAWSUIT AND WAIVE ANY RIGHT TO TRANSFER VENUE.

16. Renewal and Return of System: After the Minimum Term, as defined by the Agreement and any written extension thereof, this Agreement will automatically renew on a twelve (12) month basis unless 1) the Customer notifies Owner in writing not less than 90 days prior to the expiration of the Minimum Term or extension of its intention to return the System and 2) the Customer returns the System as provided below. Provided the Customer has given such timely notice, it shall return the System, freight and insurance prepaid, to Owner in good repair condition and working order, ordinary wear and tear excepted, in a manner and to a location designated by Owner. The Customer must pay any additional rents due until the System is received in good working condition by Owner or its agents. Customer is responsible for protecting and removing any confidential data/images stored on the System prior to its return for any reason. Customer may not terminate this Agreement early without Owner's consent.

17. Other Rights: The Customer agrees that Owner's delay, or failure to exercise any rights, does not prevent Owner from exercising them at a later time. If any part of this Agreement is found to be invalid, then it shall not invalidate any of the other parts and the agreement shall be modified to the minimum extent as permitted by law. The terms of this Agreement supersede any related Purchase order.

18. UCC-2A Provisions: Customer waives any and all rights and remedies granted to Customer under Sections 2A-508 through 2A-522 of the UCC and agrees that this Agreement, in the hands of Owner's assignee, is, or shall be treated as, an agreement of the type defined in Section 103(1)(g) of Article 2A of the UCC.

19. Entire Agreement: This Agreement represents the entire Agreement between Owner and the Customer regarding the financing of the System. Neither Owner nor the Customer will be bound by any amendment, waiver, or other change unless agreed to in writing and signed by both parties.

20. MISCELLANEOUS: Any change in any of the terms and conditions of this Agreement must be in writing and signed by Owner. Customer agrees, however, that Owner is authorized, without notice to Customer, to supply missing information or correct obvious errors in this Agreement. A fax or electronically transmitted version of Customer's signature on this Agreement when received by Owner shall be binding upon Customer as if originally signed. The parties agree that this Agreement and any related documents may be authenticated by electronic means. Customer agrees not to raise as a defense to the enforcement of this Agreement or any related documents that Customer executed or authenticated by electronic means. However, this Agreement shall be binding on Owner when signed by Owner. Both Customer and Owner agree that the version of this Agreement with Owner's original signature shall constitute the original authoritative version. Within 30 days after Owner's request, Customer will deliver all requested information (including tax returns) which Owner deems reasonably necessary to determine Customer's current financial condition and faithful performance of the terms hereof.

EXHIBIT D

Municipal Fiscal Funding Addendum

Docusign Envelope ID: 60EF1750-AE07-4DDB-8EA5-0A57459BEE7C

Municipal Fiscal Funding Addendum

Lessor's Application Number:	2040386
Lessor's' Agreement Number:	
Agreement Date:	

GOVERNMENTAL ENTITY

Complete Legal Name: County of Plumas, California ("Customer")

THIS MUNICIPAL FISCAL FUNDING ADDENDUM ("ADDENDUM") WILL BE OF NO FORCE OR EFFECT IF THE CUSTOMER IS NOT A STATE OR A POLITICAL SUBDIVISION OF A STATE WITHIN THE MEANING OF SECTION 103(C) OF THE INTERNAL REVENUE CODE OF 1986, AS AMENDED.

Customer warrants that it has funds available to pay Payments payable pursuant to the agreement (whether designated a lease, rental, master lease, or otherwise, together with any schedules, the "Agreement") until the end of its current appropriation period and warrants that it presently intends to make Payments in each appropriation period from now until the end of this Agreement. The officer of Customer responsible for preparation of Customer's annual budget shall request from its legislative body or funding authority funds to be paid to Lessor under this Agreement. If notwithstanding the making in good faith of such request in accordance with appropriate procedures and with the exercise of reasonable care and diligence, such legislative body or funding authority does not appropriate funds to be paid to Lessor for the Equipment, Customer may, upon prior written notice to Lessor, effective upon the exhaustion of the funding authorized for the then current appropriation period, return the Equipment to Lessor, at Customer's expense and in accordance with this Agreement, and thereupon, Customer shall be released of its obligation to make Payments to Lessor due thereafter, provided: (1) the Equipment is returned to Lessor as provided for in the Agreement; (2) the above described notice states the failure of the legislative body or funding authority to appropriate the necessary funds as the reason for cancellation; and (3) such notice is accompanied by payment of all amounts then due to Lessor under the Agreement. In the event Customer returns the Equipment pursuant to the terms of this Agreement, Lessor shall retain all sums paid by Customer. Customer's Payment obligations under this Agreement in any fiscal year shall constitute a current expense of Customer for such fiscal year, and shall not constitute indebtedness or a multiple fiscal year obligation of Customer under Customer's state constitution, state law or home rule charter. Nothing in this Agreement shall constitute a pledge by Customer of any taxes or other monies, other than as appropriated for a specific fiscal year for this Agreement and the Equipment.

The undersigned represents and warrants to Lessor that all action required to authorize the execution and delivery of this Addendum on behalf of the above referenced Customer by the following signatory has been duly taken and remains in full force and effect. Customer agrees that Lessor may accept a facsimile or other electronic transmission of this Addendum as an original, and that facsimile or electronically transmitted copies of Customer's signature will be treated as an original for all purposes.

ACCEPTED

Lessor	UBEO West, LLC	Customer	County of Plumas, California
By	DocuSigned by: John Fortino C0E2E220428D465	By	
Printed Name	John Fortino	Printed Name	
Title	CFO	Title	
Date	12/16/2024		

1620 (04/16)

EXHIBIT E

Addendum to Agreement for Application #2043456

Docusign Envelope ID: 16622998-D354-44C1-91A2-47ED69BB7964

Addendum to Agreement for application # 2043456

WHEREAS, UBEO West, LLC ("Dealer") and County of Plumas, California ("Customer") have determined that it is for their mutual benefit to enter into this Addendum ("Addendum") to the Lease Agreement (whether designated a Lease, Rental Agreement, Master Lease, or otherwise) ("Agreement") for the lease or rental of certain equipment ("Equipment").

NOW, THEREFORE, for good and valuable consideration, intending to be legally bound, the parties hereto hereby agree as follows:

Capitalized terms used herein but not otherwise defined herein shall have the respective meanings given to such terms in the Agreement. It is expressly agreed by the parties that this Addendum is supplemental to the Agreement and that the provisions thereof, unless specifically modified herein, shall remain in full force and effect and shall apply to this Addendum as though they were expressly set forth herein.

In the event of any conflict or inconsistency between the provisions of this Addendum and any provisions of the Agreement, the provisions of this Addendum shall in all respect govern and control.

The terms and conditions paragraph(s) in the Agreement (Rev: 5/1/2022) are changed as follows:

14. Default and Remedies: Paragraph 14 is amended by deleting "The Customer promises to pay Owner's" and replacing with "The prevailing party" in the third sentence.

Customer agrees that Dealer may accept a facsimile copy of this Addendum as an original, and that such facsimile copy will be treated as an original for all purposes. THIS ADDENDUM SHALL BE EFFECTIVE WHEN IT HAS BEEN SIGNED BY CUSTOMER AND ACCEPTED BY DEALER.

UBEO West, LLC	**County of Plumas, California**
By: DocuSigned by: John Fortino **Title:** CFO **Date:** 1/7/2025	**By:** **Printed Name:** **Title:**
CFS CONTRACTS Approved By Date 1/3/2025	**By:** **Printed Name:** **Title:**

PLUMAS COUNTY
AUDITOR-CONTROLLER
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Martee Nieman, Auditor-Controller**
MEETING DATE:	**February 4, 2025**
SUBJECT:	**Approve and authorize Chair to ratify and sign an agreement between Plumas County Auditor Controller and UBEO West, LLC; effective 2/4/2025; not to exceed $22,000.00; (General Fund Impact) as approved in FY24/25 recommended budget (2004052 /520250); approved as to form by County Counsel.**

Recommendation:

Approve and authorize Chair to ratify and sign an agreement between Plumas County Auditor Controller and UBEO West, LLC for the Lease and Maintenance ; effective 2/4/2024; not to exceed $22,000.00; (General Fund Impact) as approved in recommended budget (2004052 / 52250); approved as to form by County Counsel.

Background and Discussion:

Auditor Controller current copier/scanner/fax machine is worn out, the Auditor Controller's office utilizes the copier/scanner in mass volumes' resulting in plastic parts to wear out, we currently have to replace parts with refurbished parts when it has a malfunction, example of current issue printing W2's the machine over heated and the cleaning mechanism malfunction causing the machine to smoke from the oil burning off and could cause a fire hazard.

Action:

Approve and authorize Chair to ratify and sign an agreement between Plumas County Auditor Controller and UBEO West, LLC for the Lease and Maintenance ; effective 2/4/2024; not to exceed $22,000.00; (General Fund Impact) as approved in recommended budget (2004052 / 52250); approved as to form by County Counsel.

Fiscal Impact:

General Fund Impact, as approved n the FY24/25 budget.

Attachments:

1. 20250127085916

Services Agreement

This Agreement is made by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its **Auditor-Controller** (hereinafter referred to as "County"), and UBEO WEST, LLC, a California LLC (hereinafter referred to as "Contractor").

The parties agree as follows:

1. Scope of Work. Contractor shall provide the County with services as set forth in Exhibit A, attached hereto.

2. Compensation. County shall pay Contractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit B, C, D, E and F, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed Twenty-two thousand and 00/100 Dollars ($22,000.00).

3. Term. The term of this agreement shall be from February 4, 2025, through February 3, 2028, unless terminated earlier as provided herein.

4. Termination. Either party may terminate this agreement by giving thirty (30) days written notice to the other party.

5. Non-Appropriation of Funds. It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, the County shall have no liability to pay any further funds whatsoever to Contractor or furnish any other consideration under this Agreement and Contractor shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either cancel this Agreement with no further liability incurring to the County or offer an amendment to Contractor to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution. Contractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation, or statute.

6. Warranty and Legal Compliance. The services provided under this Agreement are non-exclusive and shall be completed promptly and competently. Contractor shall guarantee all parts and labor for a period of one year following the expiration of the term of this Agreement unless otherwise specified in Exhibit A. Contractor agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.

7. Amendment. This Agreement may be amended at any time by mutual agreement of the parties, expressed in writing and duly executed by both parties. No alteration of the terms of this Agreement shall be valid or binding upon either party unless made in writing and duly executed by both parties.

8. Indemnification. To the furthest extent permitted by law (including without limitation California Civil Code Sections 2782 and 2782.8, if applicable), County shall not be liable for, and Contractor shall defend and indemnify County and its officers, agents, employees, and volunteers (collectively "County Parties"), against any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorney's fees and court costs (hereinafter collectively referred to as "Claims"), which arise out of or are in any way connected to the work covered by this Agreement arising either directly or indirectly from any act, error, omission or negligence of Contractor or its officers, employees, agents, contractors, licensees or servants, including, without limitation, Claims caused by the concurrent negligent act, error or omission, whether active or passive of County Parties. Contractor shall have no obligation, however, to defend or indemnify County Parties from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of County Parties.

9. Insurance. Contractor agrees to maintain the following insurance coverage throughout the term of this Agreement:

   a. Commercial general liability (and professional liability, if applicable to the services provided) coverage, with minimum per occurrence limit of the greater of (i) the limit available on the policy, or (ii) one million dollars ($1,000,000).

   b. Automobile liability coverage (including non-owned automobiles), with minimum bodily injury limit of the greater of (i) the limit available on the policy, or (ii) two-hundred fifty thousand dollars ($250,000) per person and five hundred thousand dollars ($500,000) per accident, as well as a minimum property damage limit of the greater of (i) the limit available on the policy, or (ii) fifty thousand dollars ($50,000) per accident.

   c. Each policy of commercial general liability (and professional liability, if applicable to the services provided) coverage and automobile liability coverage (including non-owned automobiles) shall meet the following requirements:

      i. Each policy shall be endorsed to name the County, its officers, officials, employees, representatives, and agents (collectively, for the purpose of this section 9, the "County") as additional insureds. The Additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13; and

ii. All coverage available under such policy to Contractor, as the named insured, shall also be available and applicable to the County, as the additional insured; and

iii. All of Contractor's available insurance proceeds in excess of the specified minimum limits shall be available to satisfy any and all claims of the County, including defense costs and damages; and

iv. Any insurance limitations are independent of and shall not limit the indemnification terms of this Agreement; and

v. Contractor's policy shall be primary insurance as respects the County, its officers, officials, employees, representatives and agents, and any insurance or self-insurance maintained by the County, its officers, officials, employees, representatives, and agents shall be in excess of the Contractor's insurance and shall not contribute with it, and such policy shall contain any endorsements necessary to effectuate this provision. The primary and non-contributory endorsement shall be at least as broad as ISO Form 20 01 04 13; and

vi. To the extent that Contractor carries any excess insurance policy applicable to the work performed under this Agreement, such excess insurance policy shall also apply on a primary and non-contributory basis for the benefit of the County before the County's own primary insurance policy or self-insurance shall be called upon to protect it as a named insured, and such policy shall contain any endorsements necessary to effectuate this provision.

d. Workers Compensation insurance in accordance with California state law.

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

10. Licenses and Permits. Contractor represents and warrants to County that it or its principals have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required for Contractor to practice its profession and to perform its duties and obligations under this Agreement. Contractor represents and warrants to County that Contractor shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required for

Contractor or its principals to practice its professions and to perform its duties and obligations under this Agreement.

11. Relationship of Parties. It is understood that Contractor is not acting hereunder as an employee of the County, but solely as an independent contractor. Contractor, by virtue of this Agreement, has no authority to bind, or incur any obligation on behalf of, County. Except as expressly provided in this Agreement, Contractor has no authority or responsibility to exercise any rights or power vested in County. It is understood by both Contractor and County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or joint venture.

12. Assignment. Contractor may not assign, subcontract, sublet, or transfer its interest in this Agreement without the prior written consent of the County.

13. Non-discrimination. Contractor agrees not to discriminate in the provision of service under this Agreement on the basis of race, color, religion, marital status, national origin, ancestry, sex, sexual orientation, physical or mental handicap, age, or medical condition.

14. Choice of Law. The laws of the State of California shall govern this agreement.

15. Interpretation. This agreement is the result of the joint efforts of both parties and their attorneys. The agreement and each of its provisions will be interpreted fairly, simply, and not strictly for or against either party.

16. Integration. This Agreement constitutes the entire understanding between the parties respecting the subject matter contained herein and supersedes any and all prior oral or written agreements regarding such subject matter.

17. Severability. The invalidity of any provision of this Agreement, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.

18. Headings. The headings and captions contained in this Agreement are for convenience only and shall be of no force or effect in construing and interpreting the provisions of this Agreement.

19. Waiver of Rights. No delay or failure of either party in exercising any right, and no partial or single exercise of any right, shall be deemed to constitute a waiver of that right or any other right.

20. Conflict of Interest. The parties to this Agreement have read and are aware of the provisions of Government Code section 1090 *et seq.* and section 87100 *et seq.* relating to conflicts of interest of public officers and employees. Contractor represents that it is unaware of any financial or economic interest of any public officer or employee of County relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement and is later discovered by the County, the County may immediately terminate this Agreement by giving written notice to Contractor.

21. Notice Addresses. All notices under this Agreement shall be effective only if made in writing and delivered by personal service or by mail and addressed as follows. Either party may, by written notice to the other, change its own mailing address.

County:

Auditor-Controller
County of Plumas
520 Main Street Room 205
Quincy, CA 95971
Attention: Angelique DeCrona, Accountant Auditor

Contractor:

UBEO West, LLC
3131 Esplanade
Chico, CA 95973
Attention: Matt Strohfus, MBA

22. Time of the Essence. Time is hereby expressly declared to be of the essence of this Agreement and of each and every provision thereof, and each such provision is hereby made and declared to be a material, necessary, and essential part of this Agreement.

23. Contract Execution. Each individual executing this Agreement on behalf of Contractor represents that he or she is fully authorized to execute and deliver this Agreement.

24. Ukraine Sanctions. Pursuant to Executive Order N-6-22 Contractor is aware that as a compliance with the economic sanctions imposed in response to Russia's actions in Ukraine is required, including with respect to, but not limited to, the federal executive orders identified in the EO and the sanctions identified on the U.S. Department of the Treasury website (https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions). Failure to comply may result in the termination of this agreement.

25. Suspension and Debarment. The County does not employ vendors or contractors who are listed on the National World Wide Web Site System for Award Management (sam.gov) by Federal General Services Administration (GSA) for the purpose of disseminating information on parties that are debarred from receiving Federal contracts, certain subcontracts, and certain Federal financial and nonfinancial assistance and benefits, pursuant to the provisions of 31 U.S.C. 6101, note, E.O. 12549, E.O. 12689, 48 CFR 9.404, and each agency's codification of the Common Rule for Non-procurement suspension and debarment.

a. This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined

at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R.§ 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

b. The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

c. This certification is a material representation of fact relied upon by the County. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

d. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any Contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

26. Retention of Records. If the maximum compensation payable under section 2 of this Agreement exceeds $10,000, then, pursuant to California Government Code section 8546.7, the performance of any work under this Agreement is subject to the examination and audit of the State Auditor at the request of the County or as part of any audit of the County for a period of three years after final payment under the Agreement. Each party hereto shall retain all records relating to the performance and administration of this Agreement for three years after final payment hereunder, and Contractor agrees to provide such records either to the County or to the State Auditor upon the request of either the State Auditor or the County.

27. Conflicts. In the event of any conflict between the terms of this Agreement and the terms of any exhibit hereto, the terms of this Agreement shall control, and the conflicting term of the exhibit shall be given no effect. Any limitation of liability contained in an attached exhibit shall be null and void.

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

CONTRACTOR:

UBEO WEST, LLC

By:_____
Name: John Fortino
Title: Chief Financial Officer
Date signed:

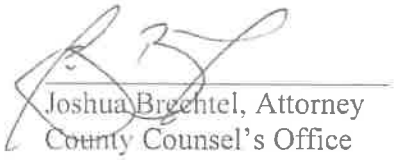
COUNTY:

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

By:_____
Name: Kevin Goss
Title: Chair
Date signed:

Attest:
By:_____
Name: Allen L. Hiskey
Title: Clerk of the Board
Date signed:

Approved as to form:



Joshua Brechtel, Attorney
County Counsel's Office

EXHIBIT A

Scope of Work

1. Contractor shall provide one (1) new Canon C5840i; B&W & Color; print, copy, scan to folder.

2. Maintenance services and materials to be provided Contractor to the Covered Equipment include inspection, adjustment, parts, and drum replacement as described in Paragraph 3 of this Exhibit, cleaning materials required for the proper operation of the Covered Equipment. These services include both regularly scheduled maintenance and service calls made by the County and performed by Contractor during normal business hours.

3. During the term of this Agreement, Contractor will replace, without charge parts that have been broken or are worn through normal use and are necessary for servicing and maintenance adjustments.

4. All service calls under this Agreement will be made by Contractor during normal business hours (defined as Monday through Friday, 8:00 a.m. through 5:00 p.m.), solely on the Covered Equipment. Services to be furnished outside normal business hours may be provided at rates mutually agreed upon by the Contractor and the County.

5. Contractor will respond to service calls from the County within four (4) working hours of receiving the call unless another deadline is mutually agreed upon by the Contactor and the County.

6. Contactor will provide loaner equipment if any of the Covered Equipment is non-functional, and repairs cannot be completed within twenty-four (24) working hours.

EXHIBIT B

Fee Schedule

1. County shall pay a total of $553.02 monthly for a term of 36 months broken up as follows:

   a) County shall pay $420.92 per month to lease one (1) Canon C5840i.

   b) County shall pay $132.10 per month for maintenance on one (1) Canon C5840i print/copy/scan to folder to include up to 12,000 monthly black and white images (36,000 quarterly) and 500 monthly color images (1,500 quarterly) on the equipment covered by this Agreement. County shall pay an additional $0.0079 per quarter for black and white images over 36,000 and $0.0615 per color images over 1,500.

2. All lease and maintenance invoices for this agreement will be generated by and payment shall be made to:

   Canon Financial Services, Inc. (CFS)
   14904 Collections Center Drive
   Chicago, IL 60693-0149

3. County shall provide a Certificate of Insurance to Canon Financial Services, Inc. (CFS) listing them as the Loss Payee/Additional Insured.

4. Service and Supplies include all parts, labor, service, and supplies including toner and drums (excluding paper and staples only). All meters will be collected on an annual basis, and all overages will be charged at the Service and Supply pricing indicated above.

5. Contractor shall read the image meter quarterly and shall promptly invoice the County following each meter reading. Contractor shall not invoice the County more frequently than once per quarter.

6. Services or repairs made necessary by accident, misuse, abuse, neglect, relocation of equipment, theft, riot, vandalism, electrical power failure, water or other casualty, or use of parts or servicing (excluding paper) from sources other than Contractor, are not included in the above rates. Such services and repairs shall be charged at Contractor's then-current rates for parts and labor.

7. When the Covered Equipment is networked, and the network is the cause of any problems and not the Covered Equipment itself, any service calls made by the Contractor in response to these network problems shall not be included in the above rate and shall instead be charged at Contractor's then-current rates for such service calls.

EXHIBIT C

Manage Rental Agreement

ubeo BUSINESS SERVICES

MANAGE RENTAL AGREEMENT

Owner: UBEO WEST, LLC

CUSTOMER INFORMATION

Bill To Full Customer Legal Name			Contact Person	Installation Site Key Operator
County of Plumas, California			Martee Graham	
Street Address			Title	Title
520 Main St Suite 205			Plumas County Auditor Controller	
Box/Suite/Routing			Telephone #	Telephone #
			530-283-6246	
City	State	Zip Code	Facsimile #	Facsimile #
Quincy	CA	95971		
Installation Address (if different from above)			e-mail	e-mail
			marteenieman@countyofplumas.com	

EQUIPMENT INFORMATION

	Quantity	Make	Item	Description (or Accessories)
1	1	Canon	C5840i	
2				
3				
4				
5				
6				
7				
8				

Payment	$553.02	**Term (Months)**	36
Payment Frequency	Monthly	**Image Meter Reading Frequency** (QUARTERLY unless otherwise indicated)	Quarterly
B&W Image Monthly Allowance	12,000	**Excess Per Image Charge (B&W)**	.0079
Color Image Monthly Allowance	500	**Excess Per Image Charge (Color)**	.0615
Linear Feet Monthly Allowance		**Excess Per Image Charge (Linear Feet)**	
xMedius Page/DID Monthly Allowance		**xMedius Excess Per Page/DID Charge**	

Supplies (toner and developer in colors, black, cyan, magenta and yellow) and waste toner bottles are included at no additional charge, unless otherwise indicated.
Throughput materials (paper stocks, staples, etc.) and toner and developer in colors clear, gold, silver, white, and fluorescent pink are NOT included.

BLACK Supplies Included ☐ NO **COLOR Supplies Included** ☐ NO

AGREEMENT NUMBER	All amounts exclusive of applicable taxes	SALES REPRESENTATIVE
	THIS AGREEMENT CANNOT BE TERMINATED EARLY.	Todd Rhoden

Additional Terms and Conditions on Second Page. Other Agreed Upon Addendum(s) Included:

A | B | C

Meters	☒UDCA ☐Fax ☐e-Mail	Meter Contact		e-Mail		Fax#	

During the term of this Agreement, Owner may substitute and/or change the tools and equipment that it uses in providing the images and other solutions being provided to Customer. In these situations, Owner will explain the changes to Customer and Customer will sign an updated schedule incorporating the changes to the equipment and related products in the Customer's possession and/or being used to provide the solution. In addition, if customer's needs and/or the available technology changes dramatically, either party may initiate discussions to revise this Agreement, provided that any such change must be mutually agreed to in a new agreement or an amendment signed by authorized individuals on behalf of both Customer and Owner.

CUSTOMER ACCEPTANCE

OWNER ACCEPTANCE

By signing below customer certifies that all conditions and terms of this agreement on the first and second page have been reviewed and acknowledged. By providing a telephone number for a cellular phone or other wireless device, you are expressly consenting to receiving communications (for NON-marketing or solicitation purposes) at that number, including, but not limited to, prerecorded or artificial message calls, text messages, and calls made by an automatic telephone dialing system from Owner and its affiliates and agents. This Express Consent applies to each such telephone number that customer provides to us now or in the future and permits such calls. These calls and messages may incur access fees from your cellular provider.

Company Name	County of Plumas, California	Federal Tax ID		Owner	UBEO WEST, LLC
By (Please Print)	Martee Graham			By	DocuSigned by: John Fortino
Signature	Martee Graham			Signature	John Fortino
Title	Auditor Controller	Date	11/17/25	Title	CFO	Date	12/2/2024

DELIVERY AND ACCEPTANCE

The Customer hereby certifies that all the Equipment: 1) has been received, installed, and inspected; and 2) is fully operational and unconditionally accepted. All conditions and terms of this agreement have been reviewed, acknowledged, and are now irrevocable and unconditional.

By (Please Print)		Title	
Signature		Date	

UMANAGE RENTAL AGREEMENT

TERMS and CONDITIONS

1. **Ownership and Use of System:** Owner is the sole owner and title holder to the "System". The "System" shall mean all hardware (and, except as limited by section 10 below, software) included on the UMANAGE Rental Agreement. Customer agrees to keep the System and associated products free and clear of all liens and claims. Customer agrees that the System and associated products will be used solely for business purposes and not for consumer purposes or personal use and that the Customer's location is a business address.

2. **Payment:** Monthly payments will begin on the Commencement date. The Customer agrees to pay Owner the base payment which includes the minimum base image allowance when due. The Customer also agrees to pay a charge for each image in excess of the image allowance. The base payment and the charge for overages are as indicated on the first page of this Agreement. If any payment is more than ten days late, the Customer agrees to pay a fee of up to 15% or $29 (whichever is greater) on the overdue amount, but not to exceed the maximum amount allowed by law. The Customer also agrees to pay $35 for each check that the bank returns for insufficient funds or any other reason. At the end of the first year of this Agreement, and once each successive twelve month period thereafter, Owner may increase the base payment and the Excess Per Image charges by an amount not to exceed 6% of the then current payment and charges. The Customer's obligation to pay the base payments and its other obligations hereunder is absolute and unconditional and is not subject to cancellation, reduction, setoff or counterclaim. THIS AGREEMENT IS NON CANCELABLE.

3. **Excess Images:** Customer will submit true and accurate System meter readings to Owner for the System by the end of the second workday of each billing period in any reasonable manner requested by Owner, including an automated collection system. If Customer fails to submit meter readings, Owner may estimate meters and generate invoicing based upon the estimated meter readings.

4. **Term and Transition Billing:** This Agreement is binding upon Customer on the date Customer signs the Agreement. The Agreement is effective on the date Customer signs the Delivery and Acceptance ("Effective Date"). The term of the Agreement begins on date designated by us after receipt of all required documentation and acceptance by us ("Commencement Date") and continues for the number of months designated as "Term" on the first page of this Agreement. Customer agrees to pay an interim base payment in the amount of 1/30 of the monthly base payment, for each day from and including the Effective Date until the day preceding the Commencement Date.

5. **Upgrade and Downgrade Provision:** Owner may review your image volume and, in its discretion, propose options for upgrading or downgrading to accommodate your needs.

6. **Taxes and Fees:** This is a net agreement. In addition to rent, the Customer agrees to pay all taxes, fees and filing costs related to the use of the System, even billed after the end of the Agreement. Owner will file property tax returns and bill the Customer as soon as an invoice from the local jurisdiction is received. Owner has the option to estimate any taxes due for the year and bill the Customer periodically in advance on the basis of that estimate. The Customer agrees that if Owner pays any taxes or charges on the Customer's behalf, Customer will reimburse Owner for all such payments and will pay Owner a fee for collecting and administering any taxes, assessments or fees and remitting them to the appropriate authorities. The Customer will indemnify Owner on an after-tax basis against the loss of any tax benefits anticipated at the Commencement Date arising out of the Customer's acts or omissions. Owner may charge Customer a reasonable fee to cover documentation and investigation costs. Any amount charged under this agreement may include a profit.

7. **UCC Filing:** The Customer authorizes Owner or its assignee to sign any documents in connection with the Uniform Commercial Code ("UCC") on the Customer's behalf. The Customer authorizes Owner to insert the serial number(s) of the System in this Agreement (including any schedules) and in any filings. In order to protect our rights in the System, Customer grants the Owner a security interest in the System if this Agreement is deemed a secured transaction and Customer authorizes Owner to record a UCC-1 financing statement or similar instrument, and appoint Owner as its attorney-in-fact to execute and deliver such instrument, in order to show Owner's interest in the System.

8. **Collateral Protection, Liability and Insurance:** The Customer is responsible for any damage to or loss of the System and any losses or injury caused by the System. The Customer promises to keep the System fully insured against loss until the Agreement is paid in full and maintain insurance that protects Owner from liability for any damage or injury caused by the System or its use. The Customer promises to provide Owner with evidence of the insurance, showing Owner as the loss payee for the full replacement value of the System and additional insured for public liability and third party property insurance, upon request. If Customer fails to provide such evidence within 30 days after the commencement of this Agreement, Owner has the option, but not the obligation, to do as provided in either (A) or (B) as follows, as determined in Owner's discretion: (A) Owner may secure property loss insurance on the System from a carrier of Owner's choosing in such forms and amounts as Owner deems reasonable to protect Owner's interests. If Owner secures insurance on the System, Customer will not be named as an insured party, Customer's interests may not be fully protected, and Customer will reimburse Owner the premium which may be higher than the premium Customer would pay if Customer obtained insurance, and which may result in a profit to Owner through an investment in reinsurance. If Customer is current in all of its obligations under the Agreement at the time of loss, any insurance proceeds received relating to insurance Owner obtains pursuant to this subsection (A) will be applied, at Owner's option, to repair or replace the System, or to pay Owner the remaining payments due or to become due under this Agreement, discounted at 2% per annum; or (B) Owner may charge Customer a monthly damage surcharge of up to .0035 of the System cost, as a result of Owner's credit risk and administrative and other costs, as would be further described on a letter from Owner to Customer. We may make a profit on this program. NOTHING IN THIS PROVISION WILL RELIEVE CUSTOMER OF THE RESPONSIBILITY FOR LIABILITY INSURANCE ON THE SYSTEM. Owner may file claims and endorse insurance checks on the Customer's behalf.

9. **Indemnity:** After installation, Owner is not responsible for any losses or injuries caused by the use or possession of the System. Customer agrees to hold Owner harmless and reimburse Owner for loss and to defend Owner against any claim for losses or injury caused by the System. This indemnity obligation will continue after the termination of this Agreement if the loss or injury occurred during the term of the Agreement. The Customer agrees to reimburse Owner for and defend Owner against any claims, for losses or injuries caused by the System, unless such losses or injuries are caused by the gross negligence or willful misconduct of Owner. IN NO EVENT SHALL OWNER BE RESPONSIBLE FOR ANY CONSEQUENTIAL OR INDIRECT DAMAGES.

10. **Maintenance and Care of Owner's System:** The Customer agrees to install, use and maintain the System in accordance with the dealer specifications and use only those supplies supplied or approved by UBEO WEST, LLC which meet manufacturer specifications. Customer agrees to maintain the System in good working condition, eligible for manufacturer's certification, normal wear and tear excepted. Maintenance provided by UBEO WEST, LLC is non-cancellable for the term of the agreement for the listed System. Maintenance includes and is limited to, parts repair or replacement and associated labor, for service required as a result of normal wear and tear. Supplies (toner and developer in colors: black, cyan, magenta and yellow) and waste toner bottles are included at no additional charge. Toner usage is based on manufacturer's suggested yields. Excess usage can be billed when suggested yields are exceeded. Throughput materials (paper stocks, staples, etc.) and toner and developer in colors clear, gold, silver, white and fluorescent pink are NOT included. Work associated with Customer's Information Technologies not listed on this Agreement, including but not limited to Software, Computers, Data Files and Network is not covered by the Owner, and is billable to Customer. Owner is not responsible for any damage to Customer's Information Technology Systems. Customer is responsible for all Software Agreements and Owner is not a party to any such licensing but will include such software as part of the Agreement. Owner does not own any software and cannot transfer any interest in it to Customer. In Accordance with this agreement, within 10 days of the expiration or earlier termination, for whatever reason, of the Agreement, Customer will deliver the System to Owner in good condition and repair, except for normal wear and tear. UBEO WEST, LLC agrees not to disclose any customer information to manufacturers or competitors that is not required by law.

11. **Location of System:** The Customer will keep the System at the location specified in this Agreement. The Customer must obtain Owner's written permission to move the System. The Customer will allow Owner or its agents to inspect the System at any reasonable time wherever it is located.

12. **Assignment.** THE CUSTOMER HAS NO RIGHT TO SELL, TRANSFER, ENCUMBER, SUBLET OR ASSIGN THE SYSTEM OR THIS AGREEMENT. Owner may sell, transfer or assign this Agreement without notice and if Owner does, the assignee will have the same rights and benefits Owner has and will not have to perform any of Owner's obligations. UBEO WEST, LLC will retain those obligations and Customer agrees that the rights of the assignee will not be subject to any claims, defenses or setoffs the customer may have against the Owner.

13. **Warranty Disclaimer:** OWNER MAKES NO WARRANTY EXPRESS OR IMPLIED, INCLUDING THAT THE SYSTEM IS FIT FOR A PARTICULAR PURPOSE OR THAT THE SYSTEM IS MERCHANTABLE. OWNER TRANSFERS TO CUSTOMER ANY WRITTEN WARRANTIES MADE BY THE VARIOUS MANUFACTURERS REPRESENTED IN THIS AGREEMENT. CUSTOMER AGREES CUSTOMER HAS SELECTED THE SUPPLIER AND EACH ITEM OF SYSTEM AND ASSOCIATED PRODUCTS BASED UPON ITS OWN JUDGMENT AND DISCLAIM ANY RELIANCE UPON ANY ORAL STATEMENTS OR REPRESENTATIONS MADE BY OWNERS. CUSTOMER WILL CONTINUE TO MAKE ALL PAYMENTS UNDER THIS AGREEMENT REGARDLESS OF ANY CLAIM OR COMPLAINT AGAINST ANY SUPPLIER, LICENSOR OR MANUFACTURER, AND FAILURE OF A SERVICE PROVIDER TO PROVIDE SERVICES WILL NOT EXCUSE CUSTOMER'S OBLIGATIONS TO OWNER UNDER THIS AGREEMENT.

14. **Default and Remedies.** The Customer will be in default if any of the following occurs: (i) Customer does not pay any amount under this Agreement or other sum due to Owner or any other entity, (ii) Customer breaches any other term of this Agreement or any other agreement with Owner or any material agreement with any other entity, (iii) Customer or any guarantor dies, dissolves or terminates existence, (iv) Customer makes or has made false statement or misrepresentation to Owner; (v) there has been a material adverse change in Customer or any guarantor's financial, business or operating condition; (vi) any guarantor defaults under any guaranty for this Agreement; (vii) Customer or any guarantor becomes insolvent or unable to pay its debts when due, Customer stops doing business as going concern, Customer merges, consolidates, or transfers all or substantially all of its assets, or (viii) Customer makes an assignment for the benefit of its creditors or voluntarily file or have filed against it an action under any bankruptcy proceedings. If the Customer defaults, Owner can take the following remedies: a) terminate this Agreement; b) require Customer to pay 1) all past due amounts hereunder and 2) all remaining payments for the unexpired term, discounted to present value at a 2% discount rate; c) require Customer to return the System to Owner at the Customer's expense; or d) exercise any other remedy available at law or equity. The Customer promises to pay Owner's reasonable attorney fees and any cost associated with enforcement of this Agreement. Customer also agrees to pay interest on all past due amounts, from the due date, at 1.5% per month. This action will not void the Customer's responsibility to maintain and care for the System, nor will Owner be liable for any action taken on any third party's behalf.

15. **Business Agreement and Choice of Law:** THE CUSTOMER AGREES THAT THIS AGREEMENT WILL BE GOVERNED UNDER THE APPLICABLE LAW OF THE STATE IN WHICH OWNER (OR, IF ASSIGNED BY OWNER, OWNER'S ASSIGNEE) MAINTAINS ITS PRINCIPAL OFFICES, AND ANY DISPUTE CONCERNING THIS AGREEMENT WILL BE ADJUDICATED IN A FEDERAL OR STATE COURT IN SUCH STATE. OWNER (AND ITS ASSIGNEE) AND CUSTOMER WAIVE THE RIGHT TO A TRIAL BY JURY IN THE EVENT OF A LAWSUIT AND WAIVE ANY RIGHT TO TRANSFER VENUE.

16. **Renewal and Return of System:** After the Minimum Term, as defined by the Agreement and any written extension thereof, this Agreement will automatically renew on a twelve (12) month basis unless: 1) the Customer notifies Owner in writing not less than 90 days prior to the expiration of the Minimum Term or extension of its intention to return the System and 2) the Customer returns the System as provided below. Provided the Customer has given such timely notice, it shall return the System, freight and insurance prepaid, to Owner in good repair condition and working order, ordinary wear and tear excepted, in a manner and to a location designated by Owner. The Customer must pay any additional rents due until the System is received in good working condition by Owner or its agents. Customer is responsible for protecting and removing any confidential data/images stored on the System prior to its return for any reason. Customer may not terminate this Agreement early without Owner's consent.

17. **Other Rights:** The Customer agrees that Owner's delay, or failure to exercise any rights, does not prevent Owner from exercising them at a later time. If any part of this Agreement is found to be invalid, then it shall not invalidate any of the other parts and the agreement shall be modified to the minimum extent as permitted by law. The terms of this Agreement supersede any related Purchase order.

18. **UCC-2A Provisions.** Customer waives any and all rights and remedies granted to Customer under Sections 2A-508 through 2A-522 of the UCC and agrees that this Agreement, in the hands of Owner's assignee, is, or shall be treated as, an agreement of the type defined in Section 103(1)(g) of Article 2A of the UCC.

19. **Entire Agreement:** This Agreement represents the entire Agreement between Owner and the Customer regarding the financing of the System. Neither Owner nor the Customer will be bound by any amendment, waiver, or other change unless agreed to in writing and signed by both parties.

20. **MISCELLANEOUS:** Any change in any of the terms and conditions of this Agreement must be in writing and signed by Owner. Customer agrees, however, that Owner is authorized, without notice to Customer, to supply missing information or correct obvious errors in this Agreement. A fax or electronically transmitted version of Customer's signature on this Agreement when received by Owner shall be binding upon Customer as if originally signed. The parties agree that this Agreement and any related documents may be authenticated by electronic means. Customer agrees not to raise as a defense to the enforcement of this Agreement or any related documents that Customer executed or authenticated by electronic means. However, this Agreement shall be binding on Owner when signed by Owner. Both Customer and Owner agree that the version of this Agreement with Owner's original signature shall constitute the original authoritative version. Within 30 days after Owner's request, Customer will deliver all requested information (including tax returns) which Owner deems reasonably necessary to determine Customer's current financial condition and faithful performance of the terms hereof.

EXHIBIT D

Municipal Fiscal Funding Addendum

Municipal Fiscal Funding Addendum

Lessor's Application Number:	2037021
Lessor's' Agreement Number:	
Agreement Date:	

GOVERNMENTAL ENTITY

Complete Legal Name: County of Plumas, California ("Customer")

THIS MUNICIPAL FISCAL FUNDING ADDENDUM ("ADDENDUM") WILL BE OF NO FORCE OR EFFECT IF THE CUSTOMER IS NOT A STATE OR A POLITICAL SUBDIVISION OF A STATE WITHIN THE MEANING OF SECTION 103(C) OF THE INTERNAL REVENUE CODE OF 1986, AS AMENDED.

Customer warrants that it has funds available to pay Payments payable pursuant to the agreement (whether designated a lease, rental, master lease, or otherwise, together with any schedules, the "Agreement") until the end of its current appropriation period and warrants that it presently intends to make Payments in each appropriation period from now until the end of this Agreement. The officer of Customer responsible for preparation of Customer's annual budget shall request from its legislative body or funding authority funds to be paid to Lessor under this Agreement. If notwithstanding the making in good faith of such request in accordance with appropriate procedures and with the exercise of reasonable care and diligence, such legislative body or funding authority does not appropriate funds to be paid to Lessor for the Equipment, Customer may, upon prior written notice to Lessor, effective upon the exhaustion of the funding authorized for the then current appropriation period, return the Equipment to Lessor, at Customer's expense and in accordance with this Agreement, and thereupon, Customer shall be released of its obligation to make Payments to Lessor due thereafter, provided: (1) the Equipment is returned to Lessor as provided for in the Agreement; (2) the above described notice states the failure of the legislative body or funding authority to appropriate the necessary funds as the reason for cancellation; and (3) such notice is accompanied by payment of all amounts then due to Lessor under the Agreement. In the event Customer returns the Equipment pursuant to the terms of this Agreement, Lessor shall retain all sums paid by Customer. Customer's Payment obligations under this Agreement in any fiscal year shall constitute a current expense of Customer for such fiscal year, and shall not constitute indebtedness or a multiple fiscal year obligation of Customer under Customer's state constitution, state law or home rule charter. Nothing in this Agreement shall constitute a pledge by Customer of any taxes or other monies, other than as appropriated for a specific fiscal year for this Agreement and the Equipment.

The undersigned represents and warrants to Lessor that all action required to authorize the execution and delivery of this Addendum on behalf of the above referenced Customer by the following signatory has been duly taken and remains in full force and effect. Customer agrees that Lessor may accept a facsimile or other electronic transmission of this Addendum as an original, and that facsimile or electronically transmitted copies of Customer's signature will be treated as an original for all purposes.

ACCEPTED

Lessor	UBEO west, LLC	Customer	
By	John Fortino	By	
Printed Name	John Fortino	Printed Name	Martee Gick
Title	CFO	Title	Auditor Controller
Date	12/2/2024		

1620 (04/16)

EXHIBIT E

Addendum to Agreement for application #2037021

Addendum to Agreement for application # 2037021

WHEREAS, UBEO West, LLC ("Dealer") and County of Plumas, California ("Customer") have determined that it is for their mutual benefit to enter into this Addendum ("Addendum") to the Lease Agreement (whether designated a Lease, Rental Agreement, Master Lease, or otherwise) ("Agreement") for the lease or rental of certain equipment ("Equipment").

NOW, THEREFORE, for good and valuable consideration, intending to be legally bound, the parties hereto hereby agree as follows:

Capitalized terms used herein but not otherwise defined herein shall have the respective meanings given to such terms in the Agreement. It is expressly agreed by the parties that this Addendum is supplemental to the Agreement and that the provisions thereof, unless specifically modified herein, shall remain in full force and effect and shall apply to this Addendum as though they were expressly set forth herein.

In the event of any conflict or inconsistency between the provisions of this Addendum and any provisions of the Agreement, the provisions of this Addendum shall in all respect govern and control.

The terms and conditions paragraph(s) in the Agreement (Rev: 5/1/2022) are changed as follows:

14. Default and Remedies: Paragraph 14 is amended by deleting "The Customer promises to pay Owner's" and replacing with "The prevailing party" in the third sentence.

Customer agrees that Dealer may accept a facsimile copy of this Addendum as an original, and that such facsimile copy will be treated as an original for all purposes. THIS ADDENDUM SHALL BE EFFECTIVE WHEN IT HAS BEEN SIGNED BY CUSTOMER AND ACCEPTED BY DEALER.

UBEO West, LLC By: John Fortino Title: CFO Date: 12/2/2024	**County of Plumas, California** By: _____ Printed Name: _____ Title: _____
CONTRACTS DEPARTMENT BH	By: _____ Printed Name: Martee Grah Title: Auditor Controller

PLUMAS COUNTY
CLERK OF THE BOARD OF SUPERVISORS
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Allen Hiskey, Clerk of the Board**
MEETING DATE:	**February 4, 2025**
SUBJECT:	**Approve the Meeting Minutes for all meetings held in January of 2025, as submitted.**

Recommendation:
Approve the Meeting Minutes for all meetings held in January of 2025, as submitted.

Background and Discussion:
Monthly the Board will approve meeting minutes.

Action:

Approve the Meeting Minutes for all meetings held in January of 2025, as submitted.

Fiscal Impact:

No General Fund Impact, Board minutes approval only.

Attachments:
1. Minutes 01-07-2025
2. Minutes 01-14-2025
3. Minutes 01-21-2025
4. Special Meeting Agenda 01-27-2025

Board of Supervisors

Dwight Ceresola, 1st District
Kevin Goss, Chair, 2nd District
Thomas McGowan, 3rd District
Mimi Hall, Vice-Chair, 4th District
Jeff Engel, 5th District

MEETING MINUTES

ADJOURNED REGULAR MEETING OF THE BOARD OF SUPERVISORS COUNTY OF PLUMAS, STATE OF CALIFORNIA HELD IN QUINCY ON JANUARY 7, 2025

STANDING ORDERS

Live Stream of Meeting
Members of the public who wish to watch the meeting, are encouraged to view it LIVE ONLINE

ZOOM Participation
Although the County strives to offer remote participation, be advised that remote Zoom participation is provided for convenience only. In the event of a technological malfunction, the only assurance of live comments being received by the Board is to attend in person or submit written comments as outlined below. Except for a noticed, teleconference meeting, the Board of Supervisors reserves the right to conduct the meeting without remote access if we are experiencing technical difficulties.

The Plumas County Board of Supervisors meeting is accessible for public comment via live streaming at: https://zoom.us/j/94875867850?pwd=SGlSeGpLVG9wQWtRSnNUM25mczlvZz09 or by phone at: Phone Number 1-669-900-9128; Meeting ID: 948 7586 7850. Passcode: 261352

Public Comment Opportunity/Written Comment
Members of the public may submit written comments on any matter within the Board's subject matter jurisdiction, regardless of whether the matter is on the agenda for Board consideration or action. Comments will be entered into the administrative record of the meeting. Members of the public are strongly encouraged to submit their comments on agenda and non-agenda items using e-mail address Public@countyofplumas.com

CALL TO ORDER

Roll Call.
Present: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 5 Engel, Supervisor - District 4 Hall

PLEDGE OF ALLEGIANCE

Supervisor Hall led the Pledge of Allegiance.

ADDITIONS TO OR DELETIONS FROM THE AGENDA

Chair Ceresola has requested that Item 6.A be removed from the agenda, at the request of the CAO.
Supervisor Engel has requested that item 5.A. be moved to the front of the agenda.
Supervisor Hall introduces herself.

PUBLIC COMMENT OPPORTUNITY

Matters under the jurisdiction of the Board, and not on the posted agenda, may be addressed by the general public at the beginning of the regular agenda and any off-agenda matters before the Board for consideration. However, California law prohibits the Board from taking action on any matter which is not on the posted agenda unless it is determined to be an urgency item by the Board of Supervisors. Any member of the public wishing to address the Board during the "Public Comment" period will be limited to a maximum of 3 minutes.

Jeff Greese asks the Board for a Letter of Support for the Argentine Rock Fire Lookout Project
Ashley Sims calls in via Zoom and makes comments regarding leadership and other concerns.
Unit Chief Eric with CalFire introduces himself to the Board, he also introduces Chief Gil, who briefly updates the Board on projects upcoming this year.
Shannon comments to the Board regarding questions and concerns with the ENGIE project.
Supervisor Hall comments regarding Zoom callers comments

DEPARTMENT HEAD ANNOUNCEMENTS/REPORTS

Brief announcements by, or brief reports on their activities by County Department Heads

Sheriff Johns introduces Deputy Jeremy Beatley as the new Patrol Commander. Also recognizes two retirees in his department Mike Grant, and Becky Grant.

ACTION AGENDA

A. Select Chair and Vice Chair of the Board of Supervisors for 2025; discussion and possible action; **Roll Call Vote**

Motion: Appoint Supervisor Goss Chair, and Supervisor Hall Vice Chair. Select Chair and Vice Chair of the Board of Supervisors for 2025; discussion and possible action; **Roll Call Vote**, **Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 4 Hall.
Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 5).
Yes: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 5 Engel, Supervisor - District 4 Hall.
After long discussion between the Board members this was the motion.
CAO Lucero comments
Supervisor McGowan comments
County Counsel comments
Supervisor Goss comments
Supervisor Engel comments
Rick Foster comments

1. UPDATES AND REPORTS

A. 2021 WILDFIRE RECOVERY OPERATIONS

Report, update, and discussion by the County, Dixie Fire Collaborative, and others

No Report Provided.

B. PLUMAS COUNTY BUSINESS AND ECONOMIC DEVELOPMENT

Report and update on Dixie Fire Business and Economic Recovery efforts.

Clint Koble provides a handout to the Board
https://plumascounty.us/ArchiveCenter/ViewFile/Item/18626
A member of FRTA comments
Supervisor McGowan comments
Supervisor Hall comments

C. US FOREST SERVICE

Report and update.

Caitlyn updates the Board regarding Joe Hoffman has moved on from the Forest Service, Federal Offices will be closed on January 9, 2025 will not effect operations.

D. MUNIS HR/PAYROLL MODULE UPDATE

Report and update on Pentamation, Tyler/Munis software migration and efforts.

Auditor-Controller Nieman updates the Board on not being able to go live on January 1, 2025, needs to be pushed back till April 1, 2025. There was a lot of work over the last few months, but she wants to make sure there are no more issues with Munis. Thanks her staff and other staff for their support.
Updates the Board on her staffing levels.
Chair Goss comments

E. COUNTY TREASURER'S REPORT

Report and update from County Treasurer regarding the assessing, collecting, safekeeping, management, or disbursement of public funds, including investment reporting and an investment policy.

Chair Goss comments regarding having several Investment Reports that were in his box.
No Report Provided.

F. FINANCIAL/AUDIT REPORT

Report from County Departments regarding the County's Financial and audit status.

No Report Provided.

2. CONSENT AGENDA

These items are expected to be routine and non-controversial. The Board of Supervisors will act upon them at one time without discussion. Any Board members, staff member or interested party may request that an item be removed from the consent agenda for discussion. Additional budget appropriations and/or allocations from reserves will require a four/fifths roll call vote.

Motion: Approve the following consent matters, as submitted, **Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 1 Ceresola.
Vote: Motion carried by unanimous roll call vote (**summary:** Yes = 5).
Yes: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 5 Engel, Supervisor - District 4 Hall.

A. HUMAN RESOURCES DEPARTMENT

1) Approve and authorize Chair to sign an agreement between Human Resources and UBEO West, LLC for the Lease and Maintenance of one (1) Canon ImageRunner Advance DX C5840i; effective January 7, 2025, and continuing for 36 months; not to exceed $20,000.00; (General Fund Impact) as approved in (FY24/25) budget; approved as to form by County Counsel.

******THIS ITEM WAS TAKEN UP SEPERATE FROM CONSENT AGENDA AT THE REQEUST OF DAN KEARNS*****

Motion: Approve and authorize Chair to sign an agreement between Human Resources and UBEO West, LLC for the Lease and Maintenance of one (1) Canon ImageRunner Advance DX C5840i; effective January 7, 2025, and continuing for 36 months; not to exceed $20,000.00; (General Fund Impact) as approved in (FY24/25) budget; approved as to form by County Counsel., **Action**: Approve, **Moved by** Supervisor - District 5 Engel, Seconded by Supervisor - District 4 Hall.
Vote: Motion Passed by unanimous roll call vote (summary: Yes = 5).
Yes: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 5 Engel, Supervisor - District 4 Hall.
Dan Kearns comments
CAO Lucero comments
Supervisor Hall comments

B. FAIR

1) Approve and authorize Chair to sign amendment no.3 to agreement between Plumas County and High Sierra Music, Inc. reflecting name change due to change in management structure. (No General Fund Impact) approved as to form by County Counsel.

******THIS ITEM WAS TAKEN UP SEPERATE FROM CONSENT AGENDA AT THE REQEUST OF SHERIFF JOHNS*****

Motion: Approve and authorize Chair to sign amendment no.3 to agreement between Plumas County and High Sierra Music, Inc. reflecting name change due to change in management structure. (No General Fund Impact) approved as to form by County Counsel., **Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 4 Hall.
Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 5).
Yes: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 5 Engel, Supervisor - District 4 Hall.
Sheriff Johns comments
Supervisor Hall comments
CAO Lucero comments
Chair Goss comments

C. SHERIFF'S OFFICE

1) Approve and authorize Chair to ratify and sign an agreement between Plumas County Sheriff's Office and DOJ to provide Live Scan (fingerprinting services); effective January 1, 2025; not to exceed $25,000.00; (No General Fund Impact); approved as to form by County Counsel.

D. CLERK OF THE BOARD

1) Approve the Meeting Minutes for all meetings held in December 2024, as submitted.

E. PUBLIC HEALTH AGENCY

1) Approve and authorize the Chair to sign a certification statement from the California Department of Health Care Services for Children in Foster Care; approved as to form by County Counsel.

F. BEHAVIORAL HEALTH

1) Approve and authorize Chair to ratify and sign an agreement between Plumas County Behavioral Health and Aurora Behavioral Health Santa Rosa, a psychiatric hospital providing mental health treatment and stabilization services; effective July 1, 2024; not to exceed $100,000.00; (No General Fund Impact) state and federal funds; approved as to form by County Counsel.

G. MUSEUM

1) Approve and authorize closure to the public, of the Plumas County Museum, for the months of January and February 2025 to enable staff and volunteers to conduct dataloging and accessioning of collections, revision of exhibit displays and other museum work not compatible with public interaction.

H. PUBLIC WORKS/ROAD

1) Approve and authorize Chair to sign Task Order No. 3 to the agreement between Plumas County Department of Public Works and Stantec Consulting Services, Inc. to perform environmental services including a site visit, providing supplemental archaeological information, technical assistance and further coordination with Caltrans for the Graeagle-Johnsville Road Rehabilitation Project; The cost is $52,343.21. Effective November 1, 2024. No General Fund Impact; approved as to form by County Counsel.

2) Approve and authorize Chair to sign an agreement between Plumas County Public Works and Door System Design, Inc.; not to exceed $40,000.00; (No General Fund Impact); road funds; approved as to form by County Counsel.

3. DEPARTMENTAL MATTERS

A. FACILITIES SERVICES/AIRPORTS - Nick Collin

1) Approve and authorize Chair to sign an agreement between Plumas County Facilities Services and Airports and American Chevrolet for the fixed asset purchase of a 2024 Chevrolet Silverado 2500 Series 4wd truck with utility box; total not to exceed $63,948.35; (General Fund Impact) as approved in (FY24/25) recommended budget (2012052 / 541500); approved as to form by County Counsel; discussion and possible action.

Motion: Approve and authorize Chair to sign an agreement between Plumas County Facilities Services and Airports and American Chevrolet for the fixed asset purchase of a 2024 Chevrolet Silverado 2500 Series 4wd truck with utility box; total not to exceed $63,948.35; (General Fund Impact) as approved in (FY24/25) recommended budget (2012052 / 541500); approved as to form by County Counsel; discussion and possible action. , **Action:** Approve, **Moved by** Supervisor - District 3 McGowan, **Seconded by** Supervisor - District 1 Ceresola.
Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 5).
Yes: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 5 Engel, Supervisor - District 4 Hall.
Nick Collin presents
Supervisor McGowan comments
Chair Goss comments

B. INFORMATION TECHNOLOGY - Gregory Ellingson

1) Approve and authorize Chair to sign an agreement between Plumas County Information Technology and CDW-G, LLC, to purchase Crowdstrike to provide County network security and to purchase Cohesity, the County's backup solution; effective 1/7/2025; not to exceed $54,206; (General Fund Impact) as approved in the FY24/25 budget (2022052/520411); approved as to form by County Counsel; discussion and possible action.

Motion: Approve and authorize Chair to sign an agreement between Plumas County Information Technology and CDW-G, LLC, to purchase Crowdstrike to provide County network security and to purchase Cohesity, the County's backup solution; effective 1/7/2025; not to exceed $54,206; (General Fund Impact) as approved in the FY24/25 budget (2022052/520411); approved as to form by County Counsel; discussion and possible action., **Action:** Approve, **Moved by** Supervisor - District 3 McGowan, **Seconded by** Supervisor - District 5 Engel.
Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 5).
Yes: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 5 Engel, Supervisor - District 4 Hall.
Greg Ellingson presents
Rick Foster comments
Public comment via Zoom
Dan Kearns comments
Chair Goss comments

C. SHERIFF'S OFFICE - Todd Johns

1) Approve and authorize Sheriff's Office to recruit and fill, funded and allocated, vacant one, (1), 1.0 FTE Sheriff's Special Operations Sergeant; due to promotion; (General Fund Impact) as approved in FY 24/25 recommended budget; discussion and possible action.

Motion: Approve and authorize Sheriff's Office to recruit and fill, funded and allocated, vacant one, (1), 1.0 FTE Sheriff's Special Operations Sergeant; due to promotion; (General Fund Impact) as approved in FY 24/25 recommended budget; discussion and possible action. , **Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 1 Ceresola.
Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 5).
Yes: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 5 Engel, Supervisor - District 4 Hall.
Sheriff Johns presents

D. HUMAN RESOURCES - Debra Lucero

1) Adopt **RESOLUTION** amending resolution authorizing stipend for County Counsel Paralegal position for Deputy Clerk of the Board of Supervisors duties adopted April 6, 2021; (General Fund Impact) as approved in FY 24/25 recommended budget; approved as to form by County Counsel; discussion and possible action. **Roll call vote**

Motion: Adopt **RESOLUTION No. 25-8978** amending resolution authorizing stipend for County Counsel Paralegal position for Deputy Clerk of the Board of Supervisors duties adopted April 6, 2021; (General Fund Impact) as approved in FY 24/25 recommended budget; approved as to form by County Counsel; discussion and possible action. **Roll call vote**, **Action:** Approve, **Moved by** Supervisor - District 3 McGowan, **Seconded by** Supervisor - District 1 Ceresola.
Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 5).
Yes: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 5 Engel, Supervisor - District 4 Hall.
CAO Lucero presents
Supervisor McGowan comments

4. COUNTY ADMINISTRATIVE OFFICE - DEBRA LUCERO

A. County Administrative Officer's Report

Two reports posted for November 2024, updates the Board on several highlights.
Supervisor McGowan comments
Supervisor Hall comments
Dan Kearns comments
Janet Crain comments

5. BOARD OF SUPERVISORS

A. Welcome Supervisor Mimi Hall representing District 4 to the Plumas County Board of Supervisors.

*****THIS ITEM WAS MOVED TO THE BEGINNING OF THE MEETING AT THE REQUEST OF SUPERVISOR ENGEL*****

B. PLUMAS COUNTY TOURISM

1) **CONTINUED DISCUSSION FROM DECEMBER 10, 2024:** Plumas County Tourism is seeking approval from the Plumas County Board of Supervisors on the following items; discussion and possible action:

   1. Information to be posted on the Airbnb website.
   2. A letter Airbnb will send to all Airbnb Hosts in Plumas County to help educate Airbnb Hosts about the need to obtain a TOT certificate.
   3. Information to be posted on the Plumas County website.

   Further discussion regarding FRTA, Treasurer-Tax Collector agreed to update the website, but couldn't commit to a time frame due to workload in her department, and working with other Departments.
   Susan from FRTA goes over a handout to the Board. Supervisor McGowan and Supervisor Hall, and County Counsel agree to meet with FRTA January 13, 2025.
   CAO Lucero comments
   Treasurer-Tax Collector White comments
   Rick Foster comments
   Dan Kearns comments
   Supervisor McGowan comments
   Sheriff Johns comments
   Adam Cox comments via Zoom

   *****Chair Goss requests a short break*****

C. APPOINTMENTS

1) Review standing Boards, Commissions, and Committees and make the necessary appointments, and/or reappointments; discussion and possible action.

   THE BOARDS AND COMMISSIONS FOLDER WAS READ, AND WILL BE UPDATED TO REFLECT CHANGES.

   Motion: Review standing Boards, Commissions, and Committees and make the necessary appointments, and/or reappointments; discussion and possible action., **Action:** Approve, **Moved by** Supervisor - District 3 McGowan, **Seconded by** Supervisor - District 1 Ceresola.
   Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 5).
   Yes: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 5 Engel, Supervisor - District 4 Hall.
   CAO Lucero comments

   *****County website on Board and Commissions will be updates as soon as possible to reflect changes*****

2) Appoint Marcia Boswell to the Eastern Plumas Recreation District Board of Directors for a term ending on December 5, 2025; discussion and possible action.

   Motion: Appoint Marcia Boswell to the Eastern Plumas Recreation District Board of Directors for a term ending on December 5, 2025; discussion and possible action., **Action:** Approve, **Moved by** Supervisor - District 1 Ceresola, **Seconded by** Supervisor - District 5 Engel.
   Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 5).
   Yes: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 5 Engel, Supervisor - District 4 Hall.

D. CORRESPONDENCE

Supervisor Goss received correspondence regarding Chester Peninsula Fire

Supervisor Hall received correspondence regarding attending daughters graduation, and that the county revisit the tax assessments.
County Counsel comments
CAO Lucero comments
Auditor-Controller Nieman comments

Supervisor Engel received correspondence regarding property taxes

Supervisor McGowan received correspondence regarding improving decorum and communications

E. WEEKLY REPORT BY BOARD MEMBERS OF MEETINGS ATTENDED, KEY TOPICS, PROJECT UPDATES, STANDING COMMITTEES AND APPOINTED BOARDS AND ASSOCIATIONS

Reported by Supervisor Hall regarding matters related to County Government and include attending the CSAC Conference in Pasadena.

Reported by Supervisor McGowan regarding matters related to County Government and include attending the LAFCO meeting.

Reported by Supervisor Goss regarding matters related to County Government and include attending the LAFCO meetings, and BHC meetings.

6. CLOSED SESSION

ANNOUNCE ITEMS TO BE DISCUSSED IN CLOSED SESSION

A. Personnel: Public Employee Performance Evaluation: County Administration Officer

THIS ITEM WAS PULLED AT THE REQUEST OF THE COUNTY ADMINISTRATIVE OFFICER

B. Personnel: Public Employee Performance Evaluation - Child Support Services Director

C. Conference with Labor Negotiators Pursuant to Government Code section 54957.6
Agency designated representative: HR Acting Director or designee
Unrepresented employee: Child Support Services Director

D. Personnel: Public Employee Performance Evaluation: Building Director (Board Only)

E. Conference with Labor Negotiators Pursuant to Government Code section 54957.6
Agency designated representative: HR Acting Director or designee
Unrepresented employee: Building Director

F. Personnel: Public Employee Performance Evaluation: Agricultural Commissioner (Board Only)

G. Conference with Labor Negotiators Pursuant to Government Code section 54957.6
Agency designated representative: HR Acting Director or designee
Unrepresented employee: Agricultural Commissioner

H. Conference with Labor Negotiator regarding employee negotiations: Sheriff's Administrative Unit; Sheriff's Department Employees Association; Operating Engineers Local #3; Confidential Employees Unit; Probation; Unrepresented Employees and Appointed Department Heads

I. Conference with Legal Counsel: Existing Litigation - Darin Russel Bottini (minor via Guardian ad Litem, Justin Bottini), Plaintiff v. Almanor Recreation and Park District, Plumas County, et al., Defendants, Superior Court of California, County of Plumas, Case No. CV23-00168

REPORT OF ACTION IN CLOSED SESSION (IF APPLICABLE)

Chair Goss reported the Bottini case #CV23-00168 was dismissed as to Plumas County.

7. ADJOURNMENT

Adjourned meeting to Tuesday, January 14, 2025, Board of Supervisors Room 308, Courthouse, Quincy, California

Board of Supervisors

Dwight Ceresola, 1st District
Kevin Goss, Chair, 2nd District
Thomas McGowan, 3rd District
Mimi Hall, Vice-Chair, 4th District
Jeff Engel, 5th District

MEETING MINUTES

ADJOURNED REGULAR MEETING OF THE BOARD OF SUPERVISORS COUNTY OF PLUMAS, STATE OF CALIFORNIA HELD IN QUINCY ON JANUARY 14, 2025

STANDING ORDERS

Live Stream of Meeting
Members of the public who wish to watch the meeting, are encouraged to view it LIVE ONLINE

ZOOM Participation
Although the County strives to offer remote participation, be advised that remote Zoom participation is provided for convenience only. In the event of a technological malfunction, the only assurance of live comments being received by the Board is to attend in person or submit written comments as outlined below. Except for a noticed, teleconference meeting, the Board of Supervisors reserves the right to conduct the meeting without remote access if we are experiencing technical difficulties.

The Plumas County Board of Supervisors meeting is accessible for public comment via live streaming at: https://zoom.us/j/94875867850?pwd=SGlSeGpLVG9wQWtRSnNUM25mczlvZz09 or by phone at: Phone Number 1-669-900-9128; Meeting ID: 948 7586 7850. Passcode: 261352

Public Comment Opportunity/Written Comment
Members of the public may submit written comments on any matter within the Board's subject matter jurisdiction, regardless of whether the matter is on the agenda for Board consideration or action. Comments will be entered into the administrative record of the meeting. Members of the public are strongly encouraged to submit their comments on agenda and non-agenda items using e-mail address Public@countyofplumas.com

CALL TO ORDER

Roll Call.
Present: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 5 Engel, Supervisor - District 4 Hall

PLEDGE OF ALLEGIANCE

Supervisor McGowan led the Pledge of Allegiance.

Chair Goss observed a moment of silence for Los Angeles County residents that are being affected by the fires.

ADDITIONS TO OR DELETIONS FROM THE AGENDA

There are no additions or deletions to the agenda.

PUBLIC COMMENT OPPORTUNITY

Matters under the jurisdiction of the Board, and not on the posted agenda, may be addressed by the general public at the beginning of the regular agenda and any off-agenda matters before the Board for consideration. However, California law prohibits the Board from taking action on any matter which is not on the posted agenda unless it is determined to be an urgency item by the Board of Supervisors. Any member of the public wishing to address the Board during the "Public Comment" period will be limited to a maximum of 3 minutes.

Clint Koble reads from a handout to the Board.
Janet Crain comments regarding Property Taxes and ask that is gets back on the agenda sometime soon.
Chair Goss request this be on the agenda on January 21, 2025, OES communications, and still not being able to hear in the Boardroom.
Comment regarding the Zoom video from January 7, 2024
Dan Kearns comments regarding working together, being respectful with each other.
Zoom caller comments regarding COVID-19.

DEPARTMENT HEAD ANNOUNCEMENTS/REPORTS

Brief announcements by, or brief reports on their activities by County Department Heads

Zach Gately updates the Board on a conference that he attended last week, and presents a book that he bought to each Board members.
Sheriff Johns comments regarding fire settlement tax funds being exempt, encourages the Board to contact Congresswoman Dahle.
Supervisor McGowan comments
Chair Goss comments
Treasurer-Tax Collector Julie White comments on the tax assessment concerns be a standard weekly agenda item.
Janet Crain comments to Treasurer-Tax Collector Julie White

ACTION AGENDA

1. CONSENT AGENDA

These items are expected to be routine and non-controversial. The Board of Supervisors will act upon them at one time without discussion. Any Board members, staff member or interested party may request that an item be removed from the consent agenda for discussion. Additional budget appropriations and/or allocations from reserves will require a four/fifths roll call vote.

Motion: Approve the following consent matters, as submitted, **Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 3 McGowan.
Vote: Motion carried by unanimous roll call vote (**summary:** Yes = 5).
Yes: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 5 Engel, Supervisor - District 4 Hall.

A. BEHAVIORAL HEALTH

1) Approve and authorize Chair to sign an agreement between Plumas County Behavioral Health and California Hearing Officers; effective February 1, 2025; not to exceed $50,000.00; (No General Fund Impact) Combination of state and federal funds; approved as to form by County Counsel.

B. PUBLIC WORKS/ROAD

1) Approve and authorize Chair to sign an agreement between Plumas County Public Works and Brown's Gas Company, a subsidiary of Ferrellgas LP; effective January 1, 2025; not to exceed $15,000; No General Fund Impact; Road Budget; approved as to form by County Counsel.

2) Approve and authorize Chair to sign Amendment No. 5 to agreement between Plumas County Department of Public Works and MGE Engineering, Inc. to update the Caltrans plans and specifications to the new 2024 standards for the Snake Lake Road Bridge Replacement Project; No General Fund Impact; approved as to form by County Counsel.

3) Approve and authorize Chair to sign Task Order No. 3 to the agreement between Plumas County Department of Public Works and Stantec Consulting Services, Inc. to perform environmental services including a site visit, providing supplemental archaeological information, technical assistance and further coordination with Caltrans for the Graeagle-Johnsville Road Rehabilitation Project; No General Fund Impact; approved as to form by County Counsel.

C. PUBLIC HEALTH AGENCY

1) Approve and authorize Chair to sign amendment no.1 to agreement between Plumas County Public Health Agency and David Asmuth, M.D. because of an increase in the compensation amount from $5,000 to $7,000; (No General Fund Impact) (Part C); approved as to form by County Counsel.

D. BOARD OF SUPERVISORS

1) Authorize Chair to sign a Letter of Support for the Argentine Rock Fire Lookout repair effort.

2) Review, pursuant to Government Code section 8630, **RESOLUTION No. 24-8935** ratifying the Proclamation of County-Wide Local Emergency due to Gold Complex Fire significantly impacting communities in Plumas County; recommendation to continue the emergency and bring it back within 30 days, on February 11, 2025; discussion and possible action.

3) Review, pursuant to Health and Safety code section 101080, **RESOLUTION No. 21-8609** ratifying the Declaration of Local Health Emergency due to the Beckwourth Complex, Dixie, and Fly Fires; discussion and possible action and recommendation to continue the emergency and bring it back within 30 days, on February 11, 2025; discussion and possible action.

4) Review, pursuant to Government Code section 8630, **RESOLUTION No. 23-8767** ratifying the Proclamation of County-Wide Local Emergency due to the Plumas County Blizzard & Storm Events; recommendation to continue the emergency and bring back within 60 days, on March 11, 2025; discussion and possible action.

2. DEPARTMENTAL MATTERS

A. TREASURER-TAX COLLECTOR - Julie White

1) Authorize the Eastern Plumas Fire Protection District to withdraw funds of approximately $130,230 from the County Treasury due to the annexation to the Beckwourth Peak Fire Protection District and determine a mutually acceptable date of withdraw per Government Code Section 61053 (d); discussion and possible action.

Motion: Authorize the Eastern Plumas Fire Protection District to withdraw funds of approximately $130,230 from the County Treasury due to the annexation to the Beckwourth Peak Fire Protection District and determine a mutually acceptable date of withdraw per Government Code Section 61053 (d); discussion and possible action., **Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 3 McGowan.
Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 5).
Yes: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 5 Engel, Supervisor - District 4 Hall.
Treasurer-Tax Collector Julie White presents
Public comment on Zoom

B. SHERIFF'S OFFICE – Todd Johns

1) Adopt **RESOLUTION** Approving and Ratifying the side letter to the Memorandum of Understanding between the County of Plumas and the Plumas County Sheriff's Employees Association Sheriff's Department Unit; (General Fund Impact) as approved in FY 24/25 recommended budget (7033052/51000); approved as to form by County Counsel; discussion and possible action. **Roll call vote**

Motion: Adopt **RESOLUTION No. 25-8979** Approving and Ratifying the side letter to the Memorandum of Understanding between the County of Plumas and the Plumas County Sheriff's Employees Association Sheriff's Department Unit; (General Fund Impact) as approved in FY 24/25 recommended budget (7033052/51000); approved as to form by County Counsel; discussion and possible action. **Roll call vote**, **Action:** Approve, **Moved by** Supervisor - District 3 McGowan, **Seconded by** Supervisor - District 5 Engel.
Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 5).
Yes: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 5 Engel, Supervisor - District 4 Hall.
Sheriff John presents
Supervisor McGowan comments
Supervisor Hall comments

Chair Goss comments
Janet Crain comments

3. COUNTY ADMINISTRATIVE OFFICE - DEBRA LUCERO

A. County Administrative Officer's Report

CAO Lucero reports providing several month reports on December 10, 2024
Jane Braxton-Little comments
Supervisor McGowan comments
Rick Foster comments
Supervisor Hall comments
Mike Gardner comments
Chair Goss comments
Dan Kearns comments

B. Approve and authorize supplemental budget transfer of $68,836.70 from CPUC Local Agency - LATA Grant (revenue) 2003044-44036 to CPUC Local Agency - LATA Grant (expenditure) 2003052-521335 to cover the unbudgeted costs associated with the contract; approved by Auditor/Controller; Discussion and possible action. **Four/Fifths roll call vote**

Motion: Approve and authorize supplemental budget transfer of $68,836.70 from CPUC Local Agency - LATA Grant (revenue) 2003044-44036 to CPUC Local Agency - LATA Grant (expenditure) 2003052-521335 to cover the unbudgeted costs associated with the contract; approved by Auditor/Controller; Discussion and possible action. **Four/Fifths roll call vote**, **Action:** Approve, **Moved by** Supervisor - District 3 McGowan, **Seconded by** Supervisor - District 5 Engel.
Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 5).
Yes: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 5 Engel, Supervisor - District 4 Hall.
Zach Gately presents
Chair Goss comments
Supervisor McGowan comments

4. BOARD OF SUPERVISORS

A. CORRESPONDENCE

Supervisor Goss received correspondence regarding tax increases, and also fires down south, and was at RCRC, and some fallen trees that are on Roundhouse Rd in Quincy.

Supervisor Hall received correspondence regarding the January 7th 2025 meeting video not being posted directly after the meetings, correspondence regarding her conflict, and points out what the law states regarding inherent conflict.

Supervisor Engel received correspondence regarding property tax assessments/appeals.

Supervisor Ceresola received correspondence regarding California Dept of Fish and Wildlife attempting to catch wolves
Rick Foster comments
Chair Goss comments

B. WEEKLY REPORT BY BOARD MEMBERS OF MEETINGS ATTENDED, KEY TOPICS, PROJECT UPDATES, STANDING COMMITTEES AND APPOINTED BOARDS AND ASSOCIATIONS

Reported by Supervisor Hall regarding matters related to County Government and include being a quest speaker at PDH luncheon, FRTA meeting, Emergency Medical Coordinating Council meeting.

Reported by Supervisor McGowan regarding matters related to County Government and include meeting with Tax Collector regarding TOT, RCRC Board meeting.

Reported by Supervisor Goss regarding matters related to County Government and include meeting at RCRC.
Zoom public comment

5. CLOSED SESSION

ANNOUNCE ITEMS TO BE DISCUSSED IN CLOSED SESSION

Chair Goss states that there was a public comment during closed session which when asked the caller to speak they were no longer on the Zoom

A. Personnel: Public Employee Performance Evaluation: Building Director

B. Conference with Labor Negotiators Pursuant to Government Code section 54957.6
Agency designated representative: HR Acting Director or designee
Unrepresented employee: Building Director

C. Personnel: Public Employee Performance Evaluation: Agricultural Commissioner

D. Conference with Labor Negotiators Pursuant to Government Code section 54957.6
Agency designated representative: HR Acting Director or designee
Unrepresented employee: Agricultural Commissioner

E. Conference with Labor Negotiator regarding employee negotiations: Sheriff's Administrative Unit; Sheriff's Department Employees Association; Operating Engineers Local #3; Confidential Employees Unit; Probation; Unrepresented Employees and Appointed Department Heads

F. Conference with Legal Counsel: Significant exposure to litigation pursuant to Subdivision (d)(2) and (e)(1) of Government Code Section 54956.9

REPORT OF ACTION IN CLOSED SESSION (IF APPLICABLE)

Chair Goss reported there was no reportable action taken during closed session.

6. ADJOURNMENT

Adjourned meeting to Tuesday, February 4, 2025, Board of Supervisors Room 308, Courthouse, Quincy, California

Board of Supervisors

Dwight Ceresola, 1st District
Kevin Goss, Chair, 2nd District
Thomas McGowan, 3rd District
Mimi Hall, Vice Chair, 4th District
Jeff Engel, 5th District

MEETING MINUTES

ADJOURNED REGULAR MEETING OF THE BOARD OF SUPERVISORS COUNTY OF PLUMAS, STATE OF CALIFORNIA HELD IN QUINCY ON JANUARY 21, 2025

STANDING ORDERS

Live Stream of Meeting
Members of the public who wish to watch the meeting, are encouraged to view it LIVE ONLINE

ZOOM Participation
Although the County strives to offer remote participation, be advised that remote Zoom participation is provided for convenience only. In the event of a technological malfunction, the only assurance of live comments being received by the Board is to attend in person or submit written comments as outlined below. Except for a noticed, teleconference meeting, the Board of Supervisors reserves the right to conduct the meeting without remote access if we are experiencing technical difficulties.

The Plumas County Board of Supervisors meeting is accessible for public comment via live streaming at: https://zoom.us/j/94875867850?pwd=SGlSeGpLVG9wQWtRSnNUM25mczlvZz09 or by phone at: Phone Number 1-669-900-9128; Meeting ID: 948 7586 7850. Passcode: 261352

Public Comment Opportunity/Written Comment
Members of the public may submit written comments on any matter within the Board's subject matter jurisdiction, regardless of whether the matter is on the agenda for Board consideration or action. Comments will be entered into the administrative record of the meeting. Members of the public are strongly encouraged to submit their comments on agenda and non-agenda items using e-mail address Public@countyofplumas.com

CALL TO ORDER

Roll Call.
Present: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 5 Engel, Supervisor - District 4 Hall

PLEDGE OF ALLEGIANCE

Public Health Director Nicole Reinert led the Pledge of Allegiance.

ADDITIONS TO OR DELETIONS FROM THE AGENDA

There are no additions or deletions to the agenda.

PUBLIC COMMENT OPPORTUNITY

Matters under the jurisdiction of the Board, and not on the posted agenda, may be addressed by the general public at the beginning of the regular agenda and any off-agenda matters before the Board for consideration. However, California law prohibits the Board from taking action on any matter which is not on the posted agenda unless it is determined to be an urgency item by the Board of Supervisors. Any member of the public wishing to address the Board during the "Public Comment" period will be limited to a maximum of 3 minutes.

Paula Smuts requested from the Board contact information regarding the Crescent Mills Cemetery. Chair Goss will be in contact with her.

Janet Crain talked about nothing appears in the minutes regarding comments from the public, she looked at all of the background material today and suggest that an item that is not specific about what is being discussed, like a recommendation for appointment that there should be more detail.

Rick Foster asked if members of the public have to identify themselves, Chair Goss informs Mr. Foster that the Board ask them too, but they are not required by law to provide their name.

Ted Stout (Zoom) thanks the Board for the opportunity to address them, the County Budget is hard to view on the website.

DEPARTMENT HEAD ANNOUNCEMENTS/REPORTS

Brief announcements by, or brief reports on their activities by County Department Heads

Tracey Ferguson (Planning Director) discusses two items before the Board, circulating a public notice regarding the Plumas County Right to Farm gives a handout to the Board. Second, she hands out flyers to the Board regarding the build back of family homes that were destroyed by the Dixie Fire. https://plumascounty.us/ArchiveCenter/ViewFile/Item/18634

Zach Gately (Grants Manager) Plumas County has applied for the California Off- Highway Motor Vehicle Grant, there will be an Open House on February 3, 2025 at 211 Lawrence St, in Quincy from 4:30-5:30pm.

Martee Graham (Auditor-Controller) updates the Board the property tax for 2024, they will go out in the mail today, reminds that W-2, and 1099's will be going out to the address on file with the Auditor's Office.

ACTION AGENDA

1. CONSENT AGENDA

These items are expected to be routine and non-controversial. The Board of Supervisors will act upon them at one time without discussion. Any Board members, staff member or interested party may request that an item be removed from the consent agenda for discussion. Additional budget appropriations and/or allocations from reserves will require a four/fifths roll call vote.

Motion: Approve the following consent matters, as submitted, **Action:** Approve, **Moved by** Supervisor - District 3 McGowan, **Seconded by** Supervisor - District 1 Ceresola.
Vote: Motion carried by unanimous roll call vote (**summary:** Yes = 5).
Yes: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 5 Engel, Supervisor - District 4 Hall.

A. FAIRGROUNDS

1) Approve and authorize Plumas County Fairgrounds to pay Hall's Safe Lock & Alarm Co. a non-contract invoice in the amount of $3,088.75 for locksmith services; (General Fund Impact) as approved in the FY24/25 recommended budget.

THIS ITEM WAS TAKING UP SEPARATELY FROM CONSENT AND DISCUSSED, SUPERVISOR HALL READ AN EMAIL PUBLIC COMMENT INTO RECORD
https://plumascounty.us/ArchiveCenter/ViewFile/Item/18633

Motion: Approve and authorize Plumas County Fairgrounds to pay Hall's Safe Lock & Alarm Co. a non-contract invoice in the amount of $3,088.75 for locksmith services; (General Fund Impact) as approved in the FY24/25 recommended budget. , **Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 4 Hall.
Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 5).
Yes: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 5 Engel, Supervisor - District 4 Hall.
Oran Morrison comments regarding the code locks at the Fairgrounds, the contractor has a place in Susanville.
Supervisor Hall thanks Oran for his efforts.

B. BEHAVIORAL HEALTH

1) Approve and authorize Chair to sign an agreement between Plumas County Behavioral Health and Partnership HealthPlan of California to ensure that Medi-Cal members are able to access and/or receive substance use disorder services in a coordinated manner; effective January 21, 2025; no funding tied to this MOU; approved as to form by County Counsel.

2) Approve and authorize Behavioral Health Department to recruit and fill, funded 2 Extra-Help, Part-Time, Behavioral health Nurse positions; due to resignation; No General Fund Impact; Mental Health Funds.

THIS ITEM WAS TAKING UP SEPARATE FROM CONSENT AND DISCUSSED

Motion: Approve and authorize Behavioral Health Department to recruit and fill, funded 2 Extra-Help, Part-Time, Behavioral health Nurse positions; due to resignation; No General Fund Impact; Mental Health Funds., **Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 1 Ceresola.
Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 5).
Yes: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 5 Engel, Supervisor - District 4 Hall.
CAO Lucero comments
Supervisor McGowan comments
Sheriff Johns comments
Janet Crain makes a comment regarding why hiring needs to come to the Board.
Zoom caller states there is negativity in the County, and thanks the Sheriff for giving kudos to other departments.

C. PUBLIC WORKS/ROAD

1) Approve and authorize Chair to sign agreement between Plumas County Public Works and Optic Fuel Clean of CA, Inc. for required cleaning of diesel fuel tanks at Plumas County Road Department facilities, effective January 21, 2025; not to exceed $24,065.50; No General Fund Impact; Road Funds; approved as to form by County Counsel.

D. PUBLIC HEALTH AGENCY

1) Adopt **RESOLUTION** to authorize the Director of Public Health to sign the Subaward Agreement number A25-0006-S004, between Plumas County Public Health Agency and Chico State Enterprises; (No General Fund Impact) (Senior Services); approved as to form by County Counsel.

   Motion: Adopt **RESOLUTION No. 25-8980** to authorize the Director of Public Health to sign the Subaward Agreement number A25-0006-S004, between Plumas County Public Health Agency and Chico State Enterprises; (No General Fund Impact) (Senior Services); approved as to form by County Counsel. , **Action:** Approve, **Moved by** Supervisor - District 3 McGowan, **Seconded by** Supervisor - District 1 Ceresola.
   Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 5).
   Yes: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 5 Engel, Supervisor - District 4 Hall.

2) Approve and authorize the Public Health Agency to recruit and fill, funded and allocated, vacant one extra-help Assistant Cook at the Portola Nutrition site; (No General Fund Impact) (Senior Services).

3) Approve and authorize Public Health Agency to recruit and fill, funded and allocated, vacant one, 1 FTE, Health Education Coordinator or Health Education Specialist position; (No General Fund Impact) (CalFresh).

E. SOLID WASTE

1) Approve and authorize Chair to sign an agreement between Plumas County and Cal-Fire, establishing the loan of an air curtain burner to Plumas County for disposal of green waste; No General Fund Impact; approved as to form by County Counsel.

   THE FOLLOWING TWO ITEMS WERE TAKING UP SEPARATELY FROM CONSENT AND DISCUSSED

   Motion: Approve and authorize Chair to sign an agreement between Plumas County and Cal-Fire, establishing the loan of an air curtain burner to Plumas County for disposal of green waste; No General Fund Impact; approved as to form by County Counsel., **Action:** Approve, **Moved by** Supervisor - District 1 Ceresola, **Seconded by** Supervisor - District 3 McGowan.
   Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 5).
   Yes: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 5 Engel, Supervisor - District 4 Hall.
   Rob Thorman (Public Works Director) presents
   Supervisor McGowan comments

2) Approve and authorize Chair to sign an agreement between Plumas County and InterMountain Disposal, establishing the terms for IMD to operate an air curtain burner loaned to Plumas County for disposal of green waste; No General Fund Impact; approved as to form by County Counsel.

Motion: Approve and authorize Chair to sign an agreement between Plumas County and InterMountain Disposal, establishing the terms for IMD to operate an air curtain burner loaned to Plumas County for disposal of green waste; No General Fund Impact; approved as to form by County Counsel., **Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 1 Ceresola.
Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 5).
Yes: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 5 Engel, Supervisor - District 4 Hall.
Rob Thorman (Public Works Director) presents
Supervisor McGowan comments
Supervisor Ceresola comments

F. FACILITY SERVICES

1) Approve and authorize Board Chair to waive fees for the Quincy Chamber of Commerce for use of the Courthouse grounds and Dame Shirley Plaza for their annual Groundhog Fever Festival on Saturday, February 1, 2025.

G. BOARD OF SUPERVISORS

1) Approve and authorize Chair to sign a Letter of Recommendation to the United States Fish and Wildlife Service, and the California Fish and Wildlife for Lt. Michael Beals.

2. DEPARTMENTAL MATTERS

A. ASSESSOR'S OFFICE - Cindie Froggatt

1) Approve and authorize Assessor's Office to recruit and fill, funded and allocated, vacant 1 FTE Property Tax Specialist I/II; due to promotion; (General Fund Impact); as approved in the FY 24/25 recommended budget; discussion and possible action.

Motion: Approve and authorize Assessor's Office to recruit and fill, funded and allocated, vacant 1 FTE Property Tax Specialist I/II; due to promotion; (General Fund Impact); as approved in the FY 24/25 recommended budget; discussion and possible action. , **Action:** Approve, **Moved by** Supervisor - District 3 McGowan, **Seconded by** Supervisor - District 4 Hall.
Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 5).
Yes: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 5 Engel, Supervisor - District 4 Hall.

2) Adopt **RESOLUTION** Rescinding the Resolution Allowing Information Required by Taxation and Revenue Code Section 619, to be Posted to the Assessor's Internet Website; General Fund Impact of approximately $2,500 a year for the County in terms of materials and employee time as the revocation will require a mailing for all relevant increases; approved as to form by County Counsel; discussion and possible action. **Roll call vote**

Motion: Adopt **RESOLUTION No. 25-8981** Rescinding the Resolution Allowing Information Required by Taxation and Revenue Code Section 619, to be Posted to the Assessor's Internet Website; General Fund Impact of approximately $2,500 a year for the County in terms of materials and employee time as the revocation will require a mailing for all relevant increases; approved as to form by County Counsel; discussion and possible action. **Roll call vote**, **Action:** Approve, **Moved by** Supervisor - District 3 McGowan, **Seconded by** Supervisor - District 5 Engel.
Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 5).
Yes: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 5 Engel, Supervisor - District 4 Hall.
Assessor Froggatt presents
CAO Lucero comments regarding what address the postcards are going to.
Chair Goss comments informing the public to make sure their addresses are up to date with the Assessor's Office
Debra wants to know why this issue was not addressed during the tax assessment concerns, Chair Goss addresses her question.
Janet Crain ask questions regarding postcards, and the background material also included publishing in the paper, and thanks the Board for having this topic. She also suggests that there should be a "orange button" on the Assessor's website.
Auditor-Controller Graham asks a question on who the Assessor will use for mailing out the postcards.
Supervisor Hall asks about the requirement about mailing and posting.
County Counsel comments regarding what the requirements are on the Resolution
Jane Braxton-Little comments regarding what Plumas Sun can post.

B. SHERIFF'S OFFICE - Todd Johns

1) Adopt **RESOLUTION** of the Board of Supervisors authorizing the Plumas County Sheriff's Office Dispatcher's Hiring Bonus Incentive; (General Fund Impact) as approved in FY 2024-2025 recommended budget 70330 / 51000; approved as to form by County Counsel; discussion and possible action. **Roll call vote**

Motion: Adopt **RESOLUTION No. 25-8983** of the Board of Supervisors authorizing the Plumas County Sheriff's Office Dispatcher's Hiring Bonus Incentive; (General Fund Impact) as approved in FY 2024-2025 recommended budget 70330 / 51000; approved as to form by County Counsel; discussion and possible action. **Roll call vote**, **Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 4 Hall.
Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 5).
Yes: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 5 Engel, Supervisor - District 4 Hall.
Sheriff Johns presents
CAO Lucero asks what the vacancy rate is.
Supervisor McGowan asks if any study comparisons have been done
Supervisor Hall comments being all for recruitment bonuses
Debra asks about background checks, and having dispatchers in rural areas
Tracey Ferguson (Planning Director) speaks on the term before receiving the bonus
Zoom caller speaks about large turnover of people coming here to work for the PCSO and leaving after training

2) Adopt **RESOLUTION** of the Board of Supervisors of the County of Plumas authorizing Plumas County Sheriff's Office Hiring Bonus Incentive; (General Fund Impact) as approved in FY24/25 recommended budget #70330 / #51000; approved as to form by County Counsel; discussion and possible action. **Roll call vote**

Motion: Adopt **RESOLUTION No. 25-8982** of the Board of Supervisors of the County of Plumas authorizing Plumas County Sheriff's Office Hiring Bonus Incentive; (General Fund Impact) as approved in FY24/25 recommended budget #70330 / #51000; approved as to form by County Counsel; discussion and possible action. **Roll call vote**, **Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 4 Hall.
Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 5).
Yes: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 5 Engel, Supervisor - District 4 Hall.
Sheriff Johns presents

C. HUMAN RESOURCES - Debra Lucero

1) Approve **RESOLUTION** adopting new Plumas County Behavioral Health Substance Use Disorder Counselor I Job Classification, base wage of $25.69/hour, and Behavioral Health Substance Use Disorder Counselor II Job Classification base wage of $28.55/hour; (No General Fund Impact) approved as to form by County Counsel; discussion and possible action. **Roll call vote**

Motion: Approve **RESOLUTION No. 25-8984** adopting new Plumas County Behavioral Health Substance Use Disorder Counselor I Job Classification, base wage of $25.69/hour, and Behavioral Health Substance Use Disorder Counselor II Job Classification base wage of $28.55/hour; (No General Fund Impact) approved as to form by County Counsel; discussion and possible action. **Roll call vote**, **Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 1 Ceresola.
Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 5).
Yes: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 5 Engel, Supervisor - District 4 Hall.
Rick Foster asked where does the funding come from on the different departments, Chair Goss answered the questions.
Jane Braxton-Little confirms how many jobs in total
Supervisor Hall comments on how many job classifications amongst the county
Tracey Ferguson (Planning Director) confirms how many jobs, CAO Lucero confirms three job classifications
Debra Bress asks the Board if they are committing Brown Act violations, both Chair Goss, and Vice-Chair Hall state they are not.

2) Approve **RESOLUTION** to amend Fiscal Year 2024-2025 Plumas County Position Allocation for Behavioral Health Alcohol & Drug Department, Budget Unit #70580; (No General Fund Impact); approved as to form by County Counsel; discussion and possible action. **Roll call vote**

Motion: Approve **RESOLUTION No. 25-8985** to amend Fiscal Year 2024-2025 Plumas County Position Allocation for Behavioral Health Alcohol & Drug Department, Budget Unit #70580; (No General Fund Impact); approved as to form by County Counsel; discussion and possible action. **Roll call vote**, **Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 1 Ceresola.
Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 5).
Yes: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 5 Engel, Supervisor - District 4 Hall.

3) Approve and authorize Human Resources to recruit and fill, funded and allocated, vacant 2.0 FTE Behavioral Health Substance Use Disorder Counselor I or II; (No General Fund Impact) grant funded; as approved in FY24/25 recommended budget; discussion and possible action.

Motion: Approve and authorize Human Resources to recruit and fill, funded and allocated, vacant 2.0 FTE Behavioral Health Substance Use Disorder Counselor I or II; (No General Fund Impact) grant funded; as approved in FY24/25 recommended budget; discussion and possible action. ,
Action: Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 1 Ceresola.
Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 5).
Yes: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 5 Engel, Supervisor - District 4 Hall.

4) Approve **RESOLUTION** adopting new Plumas County Help Desk Specialist Classification in the Information Technology Department; (General Fund Impact) #20220; approved as to form by County Counsel; discussion and possible action. **Roll call vote**

Motion: Approve **RESOLUTION No. 25-8986** adopting new Plumas County Help Desk Specialist Classification in the Information Technology Department; (General Fund Impact) #20220; approved as to form by County Counsel; discussion and possible action. **Roll call vote**, **Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 1 Ceresola.
Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 5).
Yes: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 5 Engel, Supervisor - District 4 Hall.

5) Adopt **RESOLUTION** to amend Fiscal Year 2024-2025 Plumas County Position Allocation for Information Technology Department, Budget Unit 20220; (General Fund Impact) #20220; approved as to form by County Counsel; discussion and possible action. **Roll call vote**

Motion: Adopt **RESOLUTION No. 25-8987** to amend Fiscal Year 2024-2025 Plumas County Position Allocation for Information Technology Department, Budget Unit 20220; (General Fund Impact) #20220; approved as to form by County Counsel; discussion and possible action. **Roll call vote**, **Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 1 Ceresola.
Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 5).
Yes: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 5 Engel, Supervisor - District 4 Hall.

6) Approve and authorize Human Resources to recruit and fill, funded and allocated, vacant 1.0 FTE Information Technology Help Desk Specialist; (General Fund Impact) as approved in FY24/25 recommended budget; discussion and possible action.

Motion: Approve and authorize Human Resources to recruit and fill, funded and allocated, vacant 1.0 FTE Information Technology Help Desk Specialist; (General Fund Impact) as approved in FY24/25 recommended budget; discussion and possible action. , **Action:** Approve, **Moved by** Supervisor - District 5 Engel, **Seconded by** Supervisor - District 1 Ceresola.
Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 5).
Yes: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 5 Engel, Supervisor - District 4 Hall.

3. COUNTY ADMINISTRATIVE OFFICE - DEBRA LUCERO

A. County Administrative Officer's Report

CAO Lucero informs the Board of a few announcements regarding the county budget review Feb 24-28, 2025. She will be sending out a email later today. There will be a budget workshop in March 2025, along with a yearly calendar.

B. Receive presentation from County Administrative Office regarding a Recap of Programs and Grants Post Dixie Fire; Discussion, Staff direction, and possible action.

The Board received a presentation from Zach Gately (Grants Manager)

Debra Bress asks the Board who the "Grand Poobah" is that's in charge of all this grant money.
Patrick Joseph (Dixie Fire Collaborative) answers Ms. Bress's questions.
Zoom caller commends the County Administrative team on a great presentation, and prioritize spending the grant funds
CAO Lucero recognizes Tracey Ferguson (Planning Director) for all her help in applying for the grants
Janet Crain asks questions regarding the photos of the rebuild houses on the Dixie Fire rebuild
Supervisor Hall thanks County staff for their hard work, and likes the plan on prioritizing insurance funds
Rick Foster asks if the monies are going to dry up for insurance funds payback

4. BOARD OF SUPERVISORS

A. **FOLLOW-UP DISCUSSION FROM DECEMBER 3, 2024:** Property Assessed Valuation Tax Increases; discussion and possible direction to staff.

Assessor Froggatt updates the Board on the progress of the tax assessments.
There were several public comments regarding this item
Supervisor Ceresola comments regarding the Assessor's office is working to resolve some of these concerns
Janet Crains states she has made her complaints
Supervisor Engel comments on speaking the Board of Equalization and learned a bit on how tax appraisals work
Interim County Counsel comments about being focused on the discussion
Ted Stout (Zoom) makes official PRA request a spreadsheet of all APN#'s Prop 8, 13 values

B. Approve and authorize Chair to sign amendment no. 1 to Employee Agreement between Plumas County and Debra Lucero amending Paragraph 6 following subsection h to read "Additional forty (40) hours of vacation leave to be added to CONTRACT EMPLOYEE's vacation leave balance every year on the anniversary of CONTRACT EMPLOYEE's appointment, beginning November 1, 2024"; approved as to form by County Counsel; discussion and possible action.

*******This item was tabled to February 4, 2025 when the labor negotiator can be here**********

Supervisor Hall comments regarding the background field was blank in the Memorandum.
Chair Goss makes comments regarding this item was discussed in Closed Session
Supervisor McGowan comments about what was talked about in Closed Session
Interim County Counsel cautions Supervisor McGowan about making comments about what took place in Closed Session
CAO Lucero askes questions why County Counsel approved as to form.
Debra Bress asks if this 40 hour leave bank can be capped

C. Request for $500,000 from the $2 million as recommended in the PG&E funds for grants and matching dollars to put toward the Down Payment Assistance program (to be administered by Plumas Community Development Corporation, PCDC) - a non-profit 501c3, bringing the total to $1 million. $200,000 of which would cover start-up costs and $800,000 for the actual program. The Dixie Fire Collaborative will provide $500,000 for the program, which would be Countywide with a focus on the burn-scar area; discussion and possible direction to staff; **Four/Fifths roll call vote.**

******This item was tabled until February 4, 2025 until the Dixie Fire Collaborative meet to see what they will be bringing to the table*****, move to approve the $500,000 to the DPA program contingent on the DFC matching a likewise amount, and prioritizing the remaining funds during the budget workshops in March**

Motion: Action: Approve, **Moved by** Supervisor - District 3 McGowan, **Seconded by** Supervisor - District 4 Hall.
Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 5).
Yes: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 5 Engel, Supervisor - District 4 Hall.

The Board received a presentation from the CAO and Roger D.
Patrick Joseph comments
Supervisor Hall comments
Supervisor McGowan comments
Rick Foster comments
Chair Goss comments
Supervisor Engel comments
Zoom public comment
Clint Koble comments
Debra Bress comments
Interim County Counsel comments

D. APPOINTMENTS

1) Appoint Elizabeth Ramsey to the Plumas County Fish and Game Commission representing District 2 for a period of one-year beginning January 21, 2025; discussion and possible action.

Motion: Appoint Elizabeth Ramsey to the Plumas County Fish and Game Commission representing District 2 for a period of one-year beginning January 21, 2025; discussion and possible action., **Action:** Approve, **Moved by** Supervisor - District 3 McGowan, **Seconded by** Supervisor - District 2 Goss.
Vote: Motion Passed by unanimous roll call vote (**summary:** Yes = 5).
Yes: Supervisor - District 1 Ceresola, Supervisor - District 2 Goss, Supervisor - District 3 McGowan, Supervisor - District 5 Engel, Supervisor - District 4 Hall.

E. CORRESPONDENCE

Supervisor Goss received correspondence regarding tax assessments

Supervisor Engel received correspondence regarding tax assessments

F. WEEKLY REPORT BY BOARD MEMBERS OF MEETINGS ATTENDED, KEY TOPICS, PROJECT UPDATES, STANDING COMMITTEES AND APPOINTED BOARDS AND ASSOCIATIONS

Reported by Supervisor Hall regarding matters related to County Government and include attending the hazard mitigation meetings, and a VOAD meeting.

Reported by Supervisor Goss regarding matters related to County Government and include PCCDC and met with folks on Round House Road

Reported by Supervisor Engel regarding matters related to County Government and included

Reported by Supervisor Ceresola regarding matters related to County Government and include attending a waterboard meeting

Debra Bress requests that Supervisor Hall not be part of discussions regarding the CAO evaluation
************Chair Goss requests a short break************

5. CLOSED SESSION

ANNOUNCE ITEMS TO BE DISCUSSED IN CLOSED SESSION

A. Personnel: Public Employee Performance Evaluation: County Administrative Officer

B. Conference with Labor Negotiator regarding employee negotiations: Sheriff's Administrative Unit; Sheriff's Department Employees Association; Operating Engineers Local #3; Confidential Employees Unit; Probation; Unrepresented Employees and Appointed Department Heads

C. Conference with Legal Counsel: Significant exposure to litigation pursuant to Subdivision (d)(2) and (e)(1) of Government Code Section 54956.9 (3 cases)

REPORT OF ACTION IN CLOSED SESSION (IF APPLICABLE)

Chair Goss reported items 5.A, and 5.B were not discussed.
Chair Goss reported item 5.C
1 case: CAO Lucero was placed on Paid Administrative Leave temporarily
1 case: Duties of HR/CAO will be separated.
1 case: Nothing to report out.

6. ADJOURNMENT

Adjourned meeting to Tuesday, February 4, 2025, Board of Supervisors Room 308, Courthouse, Quincy, California

Board of Supervisors

Dwight Ceresola, 1st District
Kevin Goss, Chair, 2nd District
Thomas McGowan, 3rd District
Mimi Hall, Vice-Chair, 4th District
Jeff Engel, 5th District

AGENDA FOR SPECIAL MEETING
JANUARY 27, 2025 TO BE HELD AT 11:00 AM
520 MAIN STREET, ROOM 308, QUINCY, CALIFORNIA

www.countyofplumas.com

AGENDA

The Board of Supervisors welcomes you to its meetings which are regularly held on the first three Tuesdays of each month, and your interest is encouraged and appreciated.

Any item without a specified time on the agenda may be taken up at any time and in any order. Any member of the public may contact the Clerk of the Board before the meeting to request that any item be addressed as early in the day as possible, and the Board will attempt to accommodate such requests.

Any person desiring to address the Board shall first secure permission of the presiding officer. For noticed public hearings, speaker cards are provided so that individuals can bring to the attention of the presiding officer their desire to speak on a particular agenda item.

Any public comments made during a regular Board meeting will be recorded. The Clerk will not interpret any public comments for inclusion in the written public record. Members of the public may submit their comments in writing to be included in the public record.

CONSENT AGENDA: These matters include routine financial and administrative actions. All items on the consent calendar will be voted on at some time during the meeting under "Consent Agenda." If you wish to have an item removed from the Consent Agenda, you may do so by addressing the Chairperson.

REASONABLE ACCOMMODATIONS: In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting please contact the Clerk of the Board at (530) 283-6170. Notification 72 hours prior to the meeting will enable the County to make reasonable arrangements to ensure accessibility. Auxiliary aids and services are available for people with disabilities.

Live Stream of Meeting
Members of the public who wish to watch the meeting, are encouraged to view it LIVE ONLINE

ZOOM Participation
Although the County strives to offer remote participation, be advised that remote Zoom participation is provided for convenience only. In the event of a technological malfunction, the only assurance of live comments being received by the Board is to attend in person or submit written comments as outlined below. Except for a noticed, teleconference meeting, the Board of Supervisors reserves the right to conduct the meeting without remote access if we are experiencing technical difficulties.

The Plumas County Board of Supervisors meeting is accessible for public comment via live streaming at: https://zoom.us/j/94875867850?pwd=SGlSeGpLVG9wQWtRSnNUM25mczlvZz09 or by phone at: Phone Number 1-669-900-9128; Meeting ID: 948 7586 7850. Passcode: 261352

Public Comment Opportunity/Written Comment
Members of the public may submit written comments on any matter within the Board's subject matter jurisdiction, regardless of whether the matter is on the agenda for Board consideration or action. Comments will be entered into the administrative record of the meeting. Members of the public are strongly encouraged to submit their comments on agenda and non-agenda items using e-mail address Public@countyofplumas.com

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ADDITIONS TO OR DELETIONS FROM THE AGENDA

PUBLIC COMMENT OPPORTUNITY
Matters under the jurisdiction of the Board, and listed on this notice of special meeting may be addressed by the general public at the beginning of the special agenda. Any member of the public wishing to address the Board during the "Public Comment" period will be limited to a maximum of 3 minutes.

ACTION AGENDA

1. BOARD OF SUPERVISORS

A. Approve and authorize Chair to sign an agreement between Plumas County and Mark A. Wasser, Attorney at Law to provide legal services in connection with labor and employment matters (including conducting workplace investigations) effective January 27, 2025; not to exceed $20,000; (General Fund Impact); 2002052/521900 (General Services/Professional Services); discussion and possible action.

B. Discussion and possible action regarding the re-organization of the County Administrative Office, and interim signing authority for County Administrative Officer, Budget Officer, and Purchasing Officer.

2. CLOSED SESSION

ANNOUNCE ITEMS TO BE DISCUSSED IN CLOSED SESSION

A. Conference with Legal Counsel: Significant exposure to litigation pursuant to Government Code §54956.9 (d)(2)(e)(1) 1 case.

B. Conference with Legal Counsel: Significant exposure to litigation pursuant to Government Code §54959.9 (d)(2)(e)(1) 1 case. (N.P. DOE v County of Plumas)

C. Personnel or Public Employee Appointment: Interim HR Director, pursuant to Government Code §54957

REPORT OF ACTION IN CLOSED SESSION (IF APPLICABLE)

3. ADJOURNMENT

Adjourned meeting to Tuesday, February 4, 2025, Board of Supervisors Room 308, Courthouse, Quincy, California

PLUMAS COUNTY
COUNTY COUNSEL
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Kristina Rogers, Paralegal III/Deputy Clerk of the Board**
MEETING DATE:	**February 4, 2025**
SUBJECT:	**Adopt RESOLUTION amending Resolution No. 24-8963 approving Conflict of Interest Codes adopted or amended by Local Districts and Agencies in Plumas County; (No General Fund Impact); approved as to form by County Counsel.**

Recommendation:
Adopt **RESOLUTION** amending Resolution No. 24-8963 approving Conflict of Interest Codes adopted or amended by Local Districts and Agencies in Plumas County; (No General Fund Impact); approved as to form by County Counsel.

Background and Discussion:
As your Board is aware, the Political Reform Act, at Government Code § 81000, and following, requires each state and local government agency to adopt a conflict of interest code designating the positions in that agency that make or participate in the making of a governmental decisions that are required to file a "Statement of Economic Interests" on Fair Political Practices Commission Form 700. Conflict of interest codes must be updated every two years by the agency's governing board to reflect changes in the designated positions and disclosure categories.

The basic rule for conflicts of interest under Government Code § 87100 is: "*No officer, employee or consultant of a state or local agency shall make, participate in making or in any way attempt to use their position to influence a governmental decision in which he or she has a financial interest.*"

To determine which positions should be designated in Plumas County's Conflict of Interest Code, every two years the County Counsel's Office asks all Plumas County department heads to evaluate each position in his or her department to determine which employee positions make or participate in making governmental decisions. Since the definitions of "designated employee" and "public official" include any consultants to an agency who make or participate in agency decisions (Gov. C. sections 82019 and 82048), we also ask department heads to identify any *consultants* working with the department that make or participate in making governmental decisions.
By ***making a governmental decision***, it means the person holding the designated position:

1. Votes on a matter; ***or***
2. Appoints a person; ***or***
3. Obligates or commits the department/County to any course of action; ***or***
4. Enters into any contractual agreement on behalf of the department/County.

By ***participating in the making of a decision***, it means the person holding the designated position:

1. Negotiates, without significant substantive review, with a governmental entity or private person regarding the decision; ***or***
2. Advises or makes recommendations to the decision-maker, by conducting research or an investigation,

preparing or presenting a report, analysis or opinion which requires the exercise of judgment on the part of the employee and the employee is attempting to influence the decision.

Please see the California Fair Political Practices Commission's website at http://www.fppc.ca.gov/learn/rules-on-conflict-of-interest-codes.html for more information.

A couple Local District and/or Agenices submitted their Conflict of Interest Code documentation after the original Reolution was adopted so we are amending the previous resolution to include those as compliant.

Action:

Adopt **RESOLUTION** amending Resolution No. 24-8963 approving Conflict of Interest Codes adopted or amended by Local Districts and Agencies in Plumas County; (No General Fund Impact); approved as to form by County Counsel.

Fiscal Impact:

No General Fund Impact

Attachments:

1. 2024 AMENDMENT RESOL-BOS Approve Spcl Districts Conflict Code
2. Resolution No. 24-8963 (CC) - Resolution approving conflict of interest codes adopted or amended by local districts and agencies in PC

RESOLUTION NO. 25 - _____

A RESOLUTION AMENDING RESOLUTION NO. 24-8963 APPROVING CONFLICT OF INTEREST CODES ADOPTED OR AMENDED BY LOCAL DISTRICTS AND AGENCIES IN PLUMAS COUNTY

WHEREAS,

A. The Board of Supervisors adopted Resolution No 24-8963 on November 5, 2024. Since the adoption of Resolution No. 24-8963, we have received additional conflict-of-interest codes from local districts and agencies. Due to the additional information, the previous resolution and attachments need to be amended.

B. The state Political Reform Act, in pertinent part commencing at Government Code section 87100 et seq., requires each local district and agency in a county to review, adopt or amend its own conflict of interest code every two years; and,

C. Government Code section 87303 provides that each such conflict-of-interest code is to be reviewed and approved by the county's "code reviewing body," which, for the County of Plumas, is the Board of Supervisors,

NOW, THEREFORE, BE IT RESOLVED by the Plumas County Board of Supervisors as follows:

1. The conflict-of-interest codes adopted or amended by local districts and agencies within Plumas County have been reviewed by the Office of County Counsel, acting at the direction of the code reviewing body, and those districts and agencies in compliance are listed on Appendix "A" of the attachment to this resolution.

2. Local districts and agencies which have yet to comply are listed on Appendix "B" of the attachment to this resolution.

3. Local districts and agencies which have not yet complied are ordered to comply as soon as possible, or a conflict-of-interest code may be adopted for them, either by the code reviewing body or by the Fair Political Practices Commission.

The foregoing resolution was adopted on February 4, 2025, at a regular meeting of the Plumas County Board of Supervisors, by the following vote:

AYES:
NOES:
ABSENT:

_____
Chair, Board of Supervisors

ATTEST:

_____
Clerk of the Board

Approved as to form:

Joshua Brechtel, Attorney
County Counsel's Office

APPENDIX "A"

RESOLUTION CONCERNING CONFLICT OF INTEREST CODES ADOPTED OR AMENDED BY LOCAL DISTRICTS AND AGENCIES IN PLUMAS COUNTY FOR BIENNIAL YEAR 2024

Compliant Districts:

"C" Road Community Services District
American Valley Community Services District
Chester Public Utility District
Cromberg Cemetery District
Feather River Canyon Community Services District
Feather River Community College District
First 5 Plumas County Children & Families Commission
Gold Mountain Community Services District
Graeagle Fire Protection District
Hamilton Branch Community Services District
Johnsville Public Utility District
LaPorte Fire Protection District
Last Chance Creek Water District
Long Valley Community Services District
Meadow Valley Fire Protection District
Mohawk Valley Cemetery District
Plumas County Office of Education
Plumas Eureka Community Service District
Plumas Local Agency Formation Commission
Plumas Unified School District
Quincy Fire Protection District
Seneca Healthcare District

APPENDIX "B"

RESOLUTION CONCERNING CONFLICT OF INTEREST CODES ADOPTED OR AMENDED BY LOCAL DISTRICTS AND AGENCIES IN PLUMAS COUNTY FOR BIENNIAL YEAR 2024

Non-Compliant Districts:

Almanor Recreation and Park District
Beckwourth Peak Fire Protection District
Central Plumas Recreation and Park District
Chester Cemetery District
Clio Public Utility District
Crescent Mills Cemetery District
Crescent Mills Fire Protection District
Eastern Plumas Healthcare District
Eastern Plumas Recreation and Park District
Eastern Plumas Rural Fire District
Feather River Recreation and Fire District
Graeagle Community Services District
Greenhorn Creek Community Services District
Greenville Cemetery District
Grizzly Lake Community Services District
Grizzly Ranch Community Services District
Hamilton Branch Fire Protection District
Indian Valley Community Services District
Indian Valley Recreation and Park District
Meadow Valley Cemetery District
Peninsula Fire Protection District
Plumas Hospital Healthcare District
Portola Cemetery District
Prattville Almanor Fire District
Quincy/La Porte Cemetery District
Taylorsville Cemetery District
West Almanor Community Services District
Whitehawk Ranch Community Services District

RESOLUTION NO. 24 - 8963

A RESOLUTION APPROVING CONFLICT OF INTEREST CODES ADOPTED OR AMENDED BY LOCAL DISTRICTS AND AGENCIES IN PLUMAS COUNTY

WHEREAS,

A. The state Political Reform Act, in pertinent part commencing at Government Code section 87100 et seq., requires each local district and agency in a county to review, adopt or amend its own conflict of interest code every two years; and,

B. Government Code section 87303 provides that each such conflict-of-interest code is to be reviewed and approved by the county's "code reviewing body," which, for the County of Plumas, is the Board of Supervisors,

NOW, THEREFORE, BE IT RESOLVED by the Plumas County Board of Supervisors as follows:

1. The conflict-of-interest codes adopted or amended by local districts and agencies within Plumas County have been reviewed by the Office of County Counsel, acting at the direction of the code reviewing body, and those districts and agencies in compliance are listed on Appendix "A" of the attachment to this resolution.

2. Local districts and agencies which have yet to comply are listed on Appendix "B" of the attachment to this resolution.

3. Local districts and agencies which have not yet complied are ordered to comply as soon as possible, or a conflict-of-interest code may be adopted for them, either by the code reviewing body or by the Fair Political Practices Commission.

The foregoing resolution was adopted on November 5, 2024, at a regular meeting of the Plumas County Board of Supervisors, by the following vote:

AYES: Supervisors: Ceresola, McGowan, Goss, Engel, Hagwood
NOES:
ABSENT:

Chair, Board of Supervisors

ATTEST:

Clerk of the Board

APPENDIX "A"

RESOLUTION CONCERNING CONFLICT OF INTEREST CODES ADOPTED OR AMENDED BY LOCAL DISTRICTS AND AGENCIES IN PLUMAS COUNTY FOR BIENNIAL YEAR 2024

Compliant Districts:

American Valley Community Services District
Chester Public Utility District
Feather River Canyon Community Services District
Feather River Community College District
First 5 Plumas County Children & Families Commission
Graeagle Fire Protection District
Hamilton Branch Community Services District
Johnsville Public Utility District
LaPorte Fire Protection District
Last Chance Creek Water District
Long Valley Community Services District
Meadow Valley Fire Protection District
Mohawk Valley Cemetery District
Plumas Local Agency Formation Commission
Plumas Eureka Community Service District
Quincy Fire Protection District
Seneca Healthcare District

APPENDIX "B"

RESOLUTION CONCERNING CONFLICT OF INTEREST CODES ADOPTED OR AMENDED BY LOCAL DISTRICTS AND AGENCIES IN PLUMAS COUNTY FOR BIENNIAL YEAR 2024

Non-Compliant Districts:

"C" Road Community Services District
Almanor Recreation and Park District
Beckwourth Peak Fire Protection District
Central Plumas Recreation and Park District
Chester Cemetery District
Clio Public Utility District
Crescent Mills Cemetery District
Crescent Mills Fire Protection District
Cromberg Cemetery District
Eastern Plumas Healthcare District
Eastern Plumas Recreation and Park District
Eastern Plumas Rural Fire District
Feather River Recreation and Fire District
Gold Mountain Community Services District
Graeagle Community Services District
Greenhorn Creek Community Services District
Greenville Cemetery District
Grizzly Lake Community Services District
Grizzly Ranch Community Services District
Hamilton Branch Fire Protection District
Indian Valley Community Services District
Indian Valley Recreation and Park District
Meadow Valley Cemetery District
Peninsula Fire Protection District
Plumas County Office of Education
Plumas Hospital Healthcare District
Plumas Unified School District
Portola Cemetery District
Prattville Almanor Fire District
Quincy/La Porte Cemetery District
Taylorsville Cemetery District
West Almanor Community Services District
Whitehawk Ranch Community Services District

PLUMAS COUNTY
OFFICE OF EMERGENCY SERVICES
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Lori Pini, Manager**
MEETING DATE:	**February 4, 2025**
SUBJECT:	**Adopt RESOLUTION authorizing the Office of Emergency Services application, receipt and disbursement of grant funds for the amount of $128,300 - Emergency Management Performance Grant (EMPG) FY24 Grant Period July 1, 2024 to June 30, 2026; (General Fund Impact) as approved in FY 24/25 budget; approved as to form by County Counsel.**

Recommendation:

Adopt **RESOLUTION** authorizing the Office of Emergency Services application, receipt and disbursement of grant funds for the amount of $128,300 - Emergency Management Performance Grant (EMPG) FY24 Grant Period July 1, 2024 to June 30, 2026; (General Fund Impact) as approved in FY 24/25 budget; approved as to form by County Counsel.

Background and Discussion:

The Director of the Office of Emergency Services has submitted an application for grant funding for the Emergency Management Performance Grant (EMPG) FY24. This grant provides funding for:
1. OES Manager - to maintain an Emergency Management Agency with staffing needed to plan, organize, coordinate and administer the full range of emergency services and management functions throughout the Operational Area. This includes planning for, response to, mitigation of and recovery from an emergnecy disaster.
2. Operational costs for Emergency Management Operations such as communications, rental/lease, and supplies.

EMPG requires a cost share or match. This will be done by in kind match activities from within the Department of OES and interested stakeholders.

Action:

Adopt **RESOLUTION** authorizing the Office of Emergency Services application, receipt and disbursement of grant funds for the amount of $128,300 - Emergency Management Performance Grant (EMPG) FY24 Grant Period July 1, 2024 to June 30, 2026; (General Fund Impact) as approved in FY 24/25 budget; approved as to form by County Counsel.

Fiscal Impact:

(General Fund Impact) as approved in FY24-25 budget; the grant pays for part of the Emergency Management program and operations.

Attachments:

1. 4783 FINAL
2. FY 2024 Signed Notification of Allocation
3. FY24 Standard Assurances
4. GMM 2024-22 - FY 2024 Subaward Applications
5. FFATA Financial Disclosure
6. FY24 Standard Assurances-Addendum
7. FY-2024-EMPG-State-Supplement

8. Grants Management Assessment Form - EMPG
9. 20250130100134

RESOLUTION NO. _____

AUTHORIZING THE OFFICE OF EMERGENCY SERVICES APPLICATION, RECIEPT AND DISBURSEMENT OF GRANT FUNDS FOR THE AMOUNT OF $128,300 EMERGENCY MANAGEMENT PERFORMANCE GRANT (EMPG) FY24 GRANT PERIOD JULY 1, 2024, TO JUNE 30, 2026

WHEREAS, the California Governor's Office of Emergency Services ("Cal OES") has offered a grant to Plumas County Office of Emergency Services (PCOES) to fund the County Office of Emergency Services through the grant award agreement 2024-0022; and,

WHEREAS, the terms and conditions of the Cal OES grant award require authority from the Board of Supervisors to enter into the grant agreement; and,

WHEREAS, the Plumas County purchasing policy requires approval from the Board of Supervisors to enter into a grant agreement for the amount of $128,300; and,

WHEREAS, the PCOES is requesting authority to enter into an agreement with Cal OES to receive grant funds; and,

WHEREAS, the PCOES is requesting authority to act as the Official Designee on behalf of Plumas County and requesting, as Official Designee, the authority to enter into agreement 2024-0022 with Cal OES;

NOW, THEREFORE, BE IT RESOLVED that the Director of Plumas County Office of Emergency Services is authorized to act as Official Designee, has the authority to enter into an agreement with CalOES for the receipt of grant funds in the amount of $128,300; and, as Official Designee, has authority to enter into 2024-0022 with Cal OES; and,

BE IT FURTHER RESOLVED that this grant will be spent on funding for PCOES during the July 1, 2024, to June 30, 2026, grant period.

I hereby certify that the foregoing is a true copy of the resolution adopted by the Board of Supervisors of Plumas County in a meeting thereof held on the 4 day of February, 2024 by the following:

Ayes:

Noes:

Absent:

_____

Chair, Board of Supervisors

_____

Clerk of the Board of Supervisors

Approved as to form:

Joshua Brechtel, Attorney
County Counsel's Office

GAVIN NEWSOM
GOVERNOR

NANCY WARD
DIRECTOR

Cal OES
GOVERNOR'S OFFICE
OF EMERGENCY SERVICES

October 28, 2024

Travis Goings
Director, OES
Plumas County
1446 East Main Street
Quincy, CA 95971

DELIVERED VIA E-MAIL: TravisGoings@countyofplumas.com

SUBJECT: **NOTIFICATION OF SUBRECIPIENT ALLOCATION**
Fiscal Year (FY) 2024 Emergency Management Performance Grant (EMPG)
Grant Subaward Performance Period: July 1, 2024, to June 30, 2026

Dear Mr. Goings:

We are pleased to announce your FY 2024 EMPG subaward in the amount of $128,300.

This subaward is subject to requirements in Title 2 Code of Federal Regulations, Part 200, including the Notice of Funding Opportunity (NOFO), the Preparedness Grants Manual, the California Supplement to the NOFO, reporting requirements, and all applicable federal, state, and local requirements. All activities funded with this subaward must be completed within the subaward performance period.

Your organization will be required to prepare and submit the Biannual Strategy Implementation Report (BSIR) to Cal OES semi-annually for the duration of the subaward period of performance or until all activities are completed and the subaward is formally closed. Throughout the subaward cycle, milestones set in the BSIR will be used as indicators of project feasibility, performance, and grant management capacity. This information may also be used in assessing proposals in future grant opportunities. Failure to submit required reports could result in subaward reduction, suspension, or termination.

Subrecipients must obtain additional approval **prior** to incurring costs for activities such as aviation, watercraft, allowability request logs, noncompetitive procurement, and projects requiring Environmental Planning and Historic Preservation review.

EMAP Accredited
EMERGENCY MANAGEMENT ACCREDITATION PROGRAM

3650 SCHRIEVER AVENUE, MATHER, CA 95655
(916) 845-8506 TELEPHONE (916) 845-8511 FAX
www.CalOES.ca.gov

Next Steps:

- Your signature is required on this letter. Please sign and return this letter via email to your Cal OES Grants Analyst (GA) within 20 calendar days of receipt and keep a copy for your records.
- If you have not already, please visit the Grants Central System (GCS) webpage to register your organization.
- You will be notified to complete your application as soon as it is available in GCS – we anticipate mid-January 2025.
- Once the completed application is submitted and approved in GCS, you will be able to request reimbursement of eligible subaward expenditures in the system.

Please contact your GA if you have questions or need further assistance.

Sincerely,

Nancy Ward

NANCY WARD
Director

Travis Goings
Plumas County

10-31-24

Date

FY 2024 Standard Assurances For Cal OES Federal Non-Disaster Preparedness Grant Programs

As the duly authorized representative of the Applicant, I hereby certify that the Applicant has the legal authority to apply for federal assistance and the institutional, managerial, and financial capability (including funds sufficient to pay any non-federal share of project cost) to ensure proper planning, management, and completion of the project described in this application, within prescribed timelines.

The requirements outlined in these assurances apply to Applicant and any of its subrecipients.

I further acknowledge that the Applicant is responsible for reviewing and adhering to all requirements within the:

(a) Applicable Federal Regulations (see below);
(b) Federal Program Notice of Funding Opportunity (NOFO);
(c) Federal Preparedness Grants Manual;
(d) California Supplement to the NOFO; and
(e) Federal and State Grant Program Guidelines.

Federal Regulations
Government cost principles, uniform administrative requirements, and audit requirements for federal grant programs are set forth in Title 2, Part 200 of the Code of Federal Regulations (C.F.R.) and adopted by the Department of Homeland Security (DHS) at 2 C.F.R. Part 3002.10. Updates are issued by the Office of Management and Budget (OMB) and can be found at http://www.whitehouse.gov/omb/.

In the event Cal OES determines that changes are necessary to the subaward after a subaward has been made, including changes to period of performance or terms and conditions, Applicants will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate Applicant acceptance of the changes to the subaward.

State and federal grant award requirements are set forth below. The Applicant hereby agrees to comply with the following:

1. **Proof of Authority**
   The Applicant will obtain proof of authority from the city council, governing board, or authorized body in support of this project. This written authorization must specify that the Applicant and the city council, governing board, or authorized body agree:

(a) To provide all matching funds required for the grant project and that any cash match will be appropriated as required;
(b) Any liability arising out of the performance of this agreement shall be the responsibility of the Applicant and the city council, governing board, or authorized body;
(c) Grant funds shall not be used to supplant expenditures controlled by the city council, governing board, or authorized body;
(d) The Applicant is authorized by the city council, governing board, or authorized body to apply for federal assistance, and the institutional, managerial and financial capability (including funds sufficient to pay the non-federal share of project cost, if any) to ensure proper planning, management and completion of the project described in this application; and
(e) The official executing this agreement is authorized by the Applicant.

This Proof of Authority must be maintained on file and readily available upon request.

2. Period of Performance

The period of performance is specified in the Award. The Applicant is only authorized to perform allowable activities approved under the award, within the period of performance.

3. Lobbying and Political Activities

As required by Section 1352, Title 31 of the United States Code (U.S.C.), for persons entering into a contract, grant, loan, or cooperative agreement from an agency or requests or receives from an agency a commitment providing for the United States to insure or guarantee a loan, the Applicant certifies that:

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

(b) 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, 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, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

(c) The Applicant shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

The Applicant will also comply with provisions of the Hatch Act (5 U.S.C. §§ 1501- 1508 and §§ 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

Finally, the Applicant agrees that federal funds will not be used, directly or indirectly, to support the enactment, repeal, modification or adoption of any law, regulation, or policy without the express written approval from the California Governor's Office of Emergency Services (Cal OES) or the federal awarding agency.

4. Debarment and Suspension

As required by Executive Orders 12549 and 12689, and 2 C.F.R. § 200.214 and codified in 2 C.F.R. Part 180, Debarment and Suspension, the Applicant will provide protection against waste, fraud, and abuse by debarring or suspending those persons deemed irresponsible in their dealings with the federal government. The Applicant certifies that it and its subrecipients:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (4)(b) of this certification; and
(d) Have not within a three-year period preceding this application had one or more public transaction (federal, state, or local) terminated for cause or default.

Where the Applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

5. Non-Discrimination and Equal Employment Opportunity
The Applicant will comply with all state and federal statutes relating to non-discrimination, including:

(a) Title VI of the Civil Rights Act of 1964 (Public Law (P.L.) 88-352 and 42 U.S.C. § 2000d et. seq.) which prohibits discrimination on the basis of race, color, or national origin and requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services;
(b) Title IX of the Education Amendments of 1972, (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex in any federally funded educational program or activity;
(c) Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794), which prohibits discrimination against those with disabilities or access and functional needs;
(d) Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. § 12101et seq.), which prohibits discrimination on the basis of disability and requires buildings and structures be accessible to those with disabilities and access and functional needs;
(e) Age Discrimination Act of 1975, (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age;
(f) Public Health Service Act of 1912 (42 U.S.C. §§ 290 dd—2), relating to confidentiality of patient records regarding substance abuse treatment;
(g) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. § 3601 et seq.), relating to nondiscrimination in the sale, rental or financing of housing as implemented by the Department of Housing and Urban Development at 24 C.F.R. Part100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units — i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators) — be designed and constructed with certain accessible features (See 24 C.F.R. § 100.201);

(h) Executive Order 11246, which prohibits federal contractors and federally assisted construction contractors and subcontractors, who do over $10,000 in Government business in one year from discriminating in employment decisions on the basis of race, color, religion, sex, sexual orientation, gender identification or national origin;
(i) Executive Order 11375, which bans discrimination on the basis of race, color, religion, sex, sexual orientation, gender identification, or national origin in hiring and employment in both the United States federal workforce and on the part of government contractors;
(j) California Public Contract Code § 10295.3, which prohibits discrimination based on domestic partnerships and those in same sex marriages;
(k) DHS policy to ensure the equal treatment of faith-based organizations, under which the Applicant must comply with equal treatment policies and requirements contained in
6 C.F.R. Part 19;
(l) The California's Fair Employment and Housing Act (FEHA) (California Government Code §§12940-12957), as applicable. FEHA prohibits harassment and discrimination in employment because of ancestry, familial status, race, color, religious creed (including religious dress and grooming practices), sex (which includes pregnancy, childbirth, breastfeeding and medical conditions related to pregnancy, childbirth or breastfeeding), gender, gender identity, gender expression, sexual orientation, marital status, national origin, ancestry, mental and physical disability, genetic information, medical condition, age, pregnancy, denial of medical and family care leave, or pregnancy disability leave, military and veteran status, and/or retaliation for protesting illegal discrimination related to one of these categories, or for reporting patient abuse in tax supported institutions;
(m) Any other nondiscrimination provisions in the specific statute(s) under which application for federal assistance is being made; and
(n) The requirements of any other nondiscrimination statute(s) that may apply to this application.

Civil Rights Policies for Program Beneficiaries and Subrecipients of DHS funding, pertaining to the following are available on the Cal OES website:

- Non-discrimination in Programs & Services
- Reasonable Accommodation for Program Beneficiaries
- Language Access Policy

Initials _____

6. Drug-Free Workplace

As required by the Drug-Free Workplace Act of 1988 (41 U.S.C. § 701 et seq.),the Applicant certifies that it will maintain a drug-free workplace and a drug-free awareness program as outlined in the Act.

7. Environmental Standards

The Applicant will comply with state and federal environmental standards, including:

(a) The California Environmental Quality Act (CEQA) (California Public Resources Code §§ 21000-21177), to include coordination with the city or county planning agency;
(b) CEQA Guidelines (California Code of Regulations, Title 14, Division 6, Chapter 3, §§ 15000-15387);
(c) The Federal Clean Water Act (CWA) (33 U.S.C. § 1251 et seq.), which establishes the basic structure for regulating discharges of pollutants into the waters of the United States and regulating quality standards for surface waters;
(d) The Federal Clean Air Act of 1955 (42 U.S.C. § 7401) which regulates air emissions from stationary and mobile sources;
(e) Institution of environmental quality control measures under the National Environmental Policy Act (NEPA) of 1969 (P.L. 91-190); the Council on Environmental Quality Regulations for Implementing the Procedural Provisions of NEPA; and Executive Order 12898 which focuses on the environmental and human health effects of federal actions on minority and low-income populations with the goal of achieving environmental protection for all communities;
(f) Evaluation of flood hazards in floodplains in accordance with Executive Order 11988;
(g) Executive Order 11514 which sets forth national environmental standards;
(h) Executive Order 11738 instituted to assure that each federal agency empowered to enter into contracts for the procurement of goods, materials, or services and each federal agency empowered to extend federal assistance by way of grant, loan, or contract shall undertake such procurement and assistance activities in a manner that will result in effective enforcement of the Clean Air Act and the Federal Water Pollution Control Act Executive Order 11990 which requires preservation of wetlands;
(i) The Safe Drinking Water Act of 1974, (P.L. 93-523);
(j) The Endangered Species Act of 1973, (P.L. 93-205);

(k) Assurance of project consistency with the approved state management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.);
(l) Conformity of Federal Actions to State (Clear Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); and
(m) The Wild and Scenic Rivers Act of 1968 (16 U.S.C. § 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

The Applicant shall not be: 1) in violation of any order or resolution promulgated by the State Air Resources Board or an air pollution district; 2) subject to a cease-and-desist order pursuant to section 13301 of the California Water Code for violation of waste discharge requirements or discharge prohibitions; or 3) determined to be in violation of federal law relating to air or water pollution.

8. Audits

For subrecipients expending $1,000,000 or more in federal grant funds annually, the Applicant will perform the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and C.F.R., Part 200, Subpart F Audit Requirements.

9. Cooperation and Access to Records

The Applicant must cooperate with any compliance reviews or investigations conducted by DHS. In accordance with 2 C.F.R. § 200.337, the Applicant will give the awarding agency, the Comptroller General of the United States and, if appropriate, the state, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award. The Applicant will require any subrecipients, contractors, successors, transferees and assignees to acknowledge and agree to comply with this provision.

10. Conflict of Interest

The Applicant will establish safeguards to prohibit the Applicant's employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

11. Financial Management

False Claims for Payment - The Applicant will comply with 31 U.S.C §§ 3729-3733 which provides that Applicant shall not submit a false claim for payment, reimbursement, or advance.

FY 2024 Standard Assurances For Cal OES Federal Non-Disaster Preparedness Grant Programs

12. Reporting - Accountability

The Applicant agrees to comply with applicable provisions of the Federal Funding Accountability and Transparency Act (FFATA) (P.L. 109-282), including but not limited to (a) the reporting of subawards obligating $30,000 or more in federal funds, and (b) executive compensation data for first-tier subawards as set forth in 2 C.F.R. Part 170, Appendix A. The Applicant also agrees to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A.

13. Whistleblower Protections

The Applicant must comply with statutory requirements for whistleblower protections at 10 U.S.C. § 2409, 41 U.S.C. § 4712, and 10 U.S.C. § 2324, 41 U.S.C. § 4304 and § 4310.

14. Human Trafficking

The Applicant will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. § 7104) which prohibits the Applicant or its subrecipients from: (1) engaging in trafficking in persons during the period of time that the award is in effect; (2) procuring a commercial sex act during the period of time that the award is in effect; or (3) using forced labor in the performance of the award or subawards under the award.

15. Labor Standards

The Applicant will comply with the following federal labor standards:

(a) The Davis-Bacon Act (40 U.S.C. §§ 276a to 276a-7), as applicable, and the Copeland Act (40 U.S.C. § 3145 and 18 U.S.C. § 874) and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327-333), regarding labor standards for federally-assisted construction contracts or subcontracts, and

(b) The Federal Fair Labor Standards Act (29 U.S.C. § 201 et seq.) as they apply to employees of institutes of higher learning (IHE), hospitals and other non-profit organizations.

16. Worker's Compensation

The Applicant must comply with provisions which require every employer to be insured to protect workers who may be injured on the job at all times during the performance of the work of this Agreement, as per the workers compensation laws set forth in California Labor Code §§ 3700 et seq.

17. Property-Related

If applicable to the type of project funded by this federal award, the Applicant will:

(a) Comply with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of federal participation in purchase;
(b) Comply with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires federal award subrecipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more;
(c) Assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. § 470), Executive Order 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. § 469a-1 et seq.); and
(d) Comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. § 4831 and 24 CFR Part 35) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

18. Certifications Applicable Only to Federally-Funded Construction Projects

For all construction projects, the Applicant will:

(a) Not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency. Will record the federal awarding agency directives and will include a covenant in the title of real property acquired in whole or in part with federal assistance funds to assure nondiscrimination during the useful life of the project;
(b) Comply with the requirements of the awarding agency with regard to the drafting, review and approval of construction plans and specifications; and
(c) Provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work conforms with the approved plans and specifications and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.

FY 2024 Standard Assurances For Cal OES Federal Non-Disaster Preparedness Grant Programs

19. Use of Cellular Device While Driving is Prohibited

The Applicant is required to comply with California Vehicle Code sections 23123 and 23123.5. These laws prohibit driving motor vehicle while using an electronic wireless communications device to write, send, or read a text-based communication. Drivers are also prohibited from the use of a wireless telephone without hands-free listening and talking, unless to make an emergency call to 911, law enforcement, or similar services.

20. California Public Records Act and Freedom of Information Act

The Applicant acknowledges that all information submitted in the course of applying for funding under this program, or provided in the course of an entity's grant management activities that are under Federal control, is subject to the Freedom of Information Act (FOIA), 5 U.S.C. § 552, and the California Public Records Act, California Government Code §7920.000 et seq. The Applicant should consider these laws and consult its own State and local laws and regulations regarding the release of information when reporting sensitive matters in the grant application, needs assessment, and strategic planning process.

21. Acknowledgment of Federal Funding from DHS

The Applicant must acknowledge its use of federal funding when issuing statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

22. Activities Conducted Abroad

The Applicant must coordinate with appropriate government authorities when performing project activities outside the United States and obtain all appropriate licenses, permits, or approvals.

23. Best Practices for Collection and Use of Personally Identifiable Information (PII)

DHS defines PII as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. If the Applicant collects PII, the Applicant is required to have a publicly-available privacy policy that describes standards on the usage and maintenance of the PII they collect. The Applicant may refer to the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as a useful resource.

24. Copyright

Recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 to any work first produced under federal awards and also include an acknowledgement that the work was produced under a federal award (including the federal award number and federal awarding agency). As detailed in 2 C.F.R. § 200.315, a federal awarding agency reserves a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use the work for federal purposes and to authorize others to do so.

25. Duplicative Costs

Applicants are prohibited from charging any cost to this federal award that will be included as a cost or used to meet cost sharing or matching requirements of any other federal award in either the current or a prior budget period. (See 2 C.F.R. § 200.403(f)). However, recipients may shift costs that are allowable under two or more federal awards where otherwise permitted by federal statutes, regulations, or the federal financial assistance award terms and conditions.

26. Energy Policy and Conservation Act

The Applicant must comply with the requirements of 42 U.S.C. § 6201 which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.

27. Federal Debt Status

The Applicant is required to be non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. See OMB Circular A-129.

28. Fly America Act of 1974

The Applicant must comply with Preference for United States Flag Air Carriers: (a list of certified air carriers can be found at: Certificated Air Carriers List | US Department of Transportation, https://www.transportation.gov/policy/aviation-policy/certificated-air-carriers-list) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974 (49 U.S.C. § 40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.

29. Hotel and Motel Fire Safety Act of 1990

In accordance with Section 6 of the Hotel and Motel Fire Safety Act of 1990, the Applicant must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, as amended, 15 U.S.C. § 2225a.

30. Non-supplanting Requirement

If the Applicant receives federal financial assistance awards made under programs that prohibit supplanting by law, the Applicant must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non- federal sources.

31. Patents and Intellectual Property Rights

Recipients are subject to the Bayh-Dole Act, 35 U.S.C. § 200 et seq. and applicable regulations governing inventions and patents, including the regulations issued by the Department of Commerce at 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms under Government Awards, Contracts, and Cooperative Agreements) and the standard patent rights clause set forth at 37 C.F.R. § 401.14.

32. SAFECOM

If the Applicant receives federal financial assistance awards made under programs that provide emergency communication equipment and its related activities, the Applicant must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

33. Terrorist Financing

The Applicant must comply with Executive Order 13224 and United States law that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. The Applicant is legally responsible for ensuring compliance with the Order and laws.

34. Reporting of Matters Related to Recipient Integrity and Performance

If the total value of the Applicant's currently active grants, cooperative agreements, and procurement contracts from all federal assistance offices exceeds $10,000,000 for any period of time during the period of performance of this federal financial assistance award, the Applicant must comply with the requirements set forth in the

government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.

35. USA Patriot Act of 2001

The Applicant must comply with requirements of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c.

36. Use of DHS Seal, Logo, and Flags

The Applicant must obtain written permission from DHS prior to using the DHS seals, logos, crests, or reproductions of flags, or likenesses of DHS agency officials. This includes use of DHS component (e.g., FEMA, CISA, etc.) seals, logos, crests, or reproductions of flags, or likenesses of component officials.

37. Performance Goals (HSGP and NSGP)

In addition to the Biannual Strategy Implementation Report submission requirements outlined in the Preparedness Grants Manual, the Applicant must demonstrate how the grant-funded project addresses the core capability gap associated with each project. The capability gap reduction must be addressed in the Project Description of the BSIR for each project.

38. Applicability of DHS Standard Terms and Conditions to Tribes

The DHS Standard Terms and Conditions are a restatement of general requirements imposed upon the Applicant and flow down to any of its subrecipients as a matter of law, regulation, or executive order. If the requirement does not apply to Indian tribes or there is a federal law or regulation exempting its application to Indian tribes, then the acceptance by Tribes of, or acquiescence to, DHS Standard Terms and

Conditions does not change or alter its inapplicability to an Indian tribe. The execution of grant documents is not intended to change, alter, amend, or impose additional liability or responsibility upon the Tribe where it does not already exist.

39. Required Use of American Iron, Steel, Manufactured Products, and Construction Materials

The Applicant must comply with the "Build America, Buy America" Act (BABAA), enacted as part of the Infrastructure Investment and Jobs Act and Executive Order 14005. Applicants receiving a federal award subject to BABAA requirements may not use federal financial assistance funds for infrastructure projects unless:

(a) All iron and steel used in the project are produced in the United States – this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
(b) All manufactured products used in the project are produced in the United States – this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
(c) All construction materials are manufactured in the United States – this means that all manufacturing processes for the construction material occurred in the United States.

The "Buy America" preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. It does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

Per section 70914(c) of BABAA, FEMA may waive the application of a Buy America preference under an infrastructure program in certain cases.

40. E.O. 14074 – Advancing Effective, Accountable Policing and Criminal Justice Practices to Enhance Public Trust and Public Safety

Recipient State, Tribal, local, or territorial law enforcement agencies must comply with the requirements of section 12(c) of E.O. 14074. Recipient State, Tribal, local, or territorial law enforcement agencies are also encouraged to adopt and enforce policies consistent with E.O. 14074 to support safe and effective policing.

FY 2024 Standard Assurances For Cal OES Federal Non-Disaster Preparedness Grant Programs

IMPORTANT
The purpose of these assurances is to obtain federal and state financial assistance, including any and all federal and state grants, loans, reimbursement, contracts, etc. Applicant recognizes and agrees that state financial assistance will be extended based on the representations made in these assurances. These assurances are binding on Applicant, its successors, transferees, assignees, etc. as well as any of its subrecipients. Failure to comply with any of the above assurances may result in suspension, termination, or reduction of grant funds.

All appropriate documentation, as outlined above, must be maintained on file by the Applicant and available for Cal OES or public scrutiny upon request. Failure to comply with these requirements may result in suspension of payments under the grant or termination of the grant or both and the Applicant may be ineligible for award of any future grants if Cal OES determines that the Applicant: (1) has made false certification, or (2) violates the certification by failing to carry out the requirements as noted above.

All of the language contained within this document must be included in the award documents for all subawards at all tiers. Applicants are bound by the DHS Standard Terms and Conditions 2024, Version 2, hereby incorporated by reference, which can be found at: https://www.dhs.gov/publication/fy15-dhs- standard-terms-and-conditions.

The undersigned represents that he/she is authorized to enter into this agreement for and on behalf of the Applicant.

Applicant:_____

Signature of Authorized Agent: _____

Printed Name of Authorized Agent: _____

Title:_____Date: _____

Initials _____

GRANT MANAGEMENT MEMORANDUM
GMM 2024-22

Date: December 24, 2024

To: All California Governor's Office of Emergency Services (Cal OES) Homeland Security Grant Program (HSGP), Emergency Management Performance Grant (EMPG), Emergency Operations Center Grant Program (EOC), and Nonprofit Security Grant Program (NSGP) Subrecipients

From: Cal OES Grants Management

Subject: Fiscal Year (FY) 2024 Subaward Applications

On July 3, 2024, Cal OES Grants Management announced the new Grants Central System (GCS). On October 25, 2024, HSGP, EMPG, EOC, and NSGP Subrecipients were notified that all FY 2024 grant activities would occur in GCS, including the submission of grant subaward applications.

After further consideration, we will not utilize GCS for FY 2024 subawards. Grants Management will continue to refine necessary grant requirements within GCS, and work to develop easy to follow subrecipient training.

The Financial Management Forms Workbook (FMFW) will continue to be utilized for the FY 2024 grant subaward applications. The FY 2025 HSGP advanced application process will also continue utilizing the FMFW.

FY 2024 application documents are available on the Cal OES website under "FY 2024 Application Documents" and linked for each program below:

- HSGP - Subaward Number 2024-0088
- EMPG - Subaward Number 2024-0050
- EOC - Subaward Number 2024-0055
- NSGP - Subaward Number 2024-0039

Additional application requirements and resources are available in the FY 2024 State Supplements.

We appreciate your patience, cooperation, and understanding as we continue to work together to create a streamlined and efficient approach to manage grant programs. Please contact your Grants Analyst with any questions regarding your subaward.

Federal Funding Accounting and Transparency Act (FFATA) Financial Disclosure

Public Law (PL) 109-282 Federal Funding Accountability and Transparency Act of 2006, as amended by Section 6202(a) of the Government Funding Transparency Act of 2008 (PL 110-252), which is outlined in the Federal Emergency Management Agency, Grant Programs Directorate Information Bulletin No. 350.

As defined by the Office of Management Budget, the following are subject to FFATA reporting requirements:

1. All new federal awards of $30,000 or more, as of August 13, 2020.
   NOTE: Cal OES reports on this requirement in the Federal Funding Accountability and Transparency Act Subaward Reporting System (FSRS).

2. The Total Compensation and Names of the top five executive, if the Subrecipient in the preceding year received:
   a. 80 percent or more of its annual gross revenues in Federal Awards; **and**
   b. $30,000,000 or more in annual gross revenues from Federal awards; **and**
   c. The public does not have access to information about the compensation of the senior executives of the entity.

Subrecipients are required to provide the Executive compensation information in the below chart, if applicable.

Executive Name	Title	Annual Salary	Annual Dollar Value of Benefits	Total Compensation

☐ Not subject to the Executive Compensation requirement of the FFATA Financial Disclosure.

Federal Funding Accounting and Transparency Act (FFATA) Financial Disclosure

The undersigned represents that he/she is authorized to enter into this agreement for and on behalf of the Applicant.

Subrecipient: _____

Signature of Authorized Agent: _____

Printed Name of Authorized Agent: _____

Title: _____ Date: _____

Program Standard Assurances Addendum

As the duly authorized representative of the Applicant/Subrecipient, I hereby certify that the Applicant/Subrecipient, and any of its second-tier subrecipients or representatives, will comply with all applicable local, state, and federal statutes, including but not limited to the following state and federal statutes prohibiting hate-based conduct:

(a) California Penal Code section 422.6(a);
(b) California Penal Code section 404.6;
(c) California Penal Code section 422(a);
(d) California Civil Code section 52.1;
(e) 18 U.S.C. § 249;
(f) 42 U.S.C. § 3631;
(g) 18 U.S.C. § 247; and
(h) 18 U.S.C. § 241, 245.

Additionally, Applicant/Subrecipient will not engage, and certifies that it will take steps to ensure that its second-tier subrecipients and representatives do not engage, in conduct contrary to the purposes of the grant program and/or that threatens the safety and security of Californians, including, but not limited to, acts of violence or unlawful intimidation on the basis of race, gender, religion, national origin, sexual orientation, or other protected classifications. Prohibited conduct includes, but is not limited to, violation of the federal and state laws identified herein.

The undersigned represents that he/she is authorized to enter into this Addendum for and on behalf of the Applicant/Subrecipient. Applicant/Subrecipient understands that failure to comply with this Addendum or any of the assurances may result in suspension, termination, reduction, or de-obligation of funding. Applicant/Subrecipient agrees to repay funds in the event there is a violation of grant assurances.

Applicant/Subrecipient:_____

Signature of Authorized Agent: _____

Printed Name of Authorized Agent: _____

Title:_____Date: _____

Initials _____



Cal OES

GOVERNOR'S OFFICE
OF EMERGENCY SERVICES

Fiscal Year 2024
Emergency Management
Performance Grant (EMPG)

California Supplement to the
Federal Notice of Funding Opportunity

January 2025

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ATTACHMENTS
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B – FY 2024 EMPG Timeline
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Federal Program Announcement

In April 2024, the U.S. Department of Homeland Security (DHS)/Federal Emergency Management Agency (FEMA) issued the Fiscal Year (FY) 2024 Emergency Management Performance Grant (EMPG), Notice of Funding Opportunity (NOFO) and FEMA Preparedness Grants Manual.

Subrecipients must follow the programmatic requirements in the NOFO, FEMA Preparedness Grants Manual, and the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located in Title 2, Code of Federal Regulations (C.F.R.) Part 200.

Information Bulletins

DHS issues Information Bulletins (IBs) to provide updates, clarification, and new requirements throughout the life of the grant.

Purpose of the California Supplement

The FY 2024 EMPG California Supplement to the NOFO (State Supplement) is intended to complement, rather than replace, the NOFO and the FEMA Preparedness Grants Manual. Applicants are highly encouraged to thoroughly read the NOFO and the Preparedness Grants Manual before referring to the State Supplement. The State Supplement will emphasize differences between the FY 2023 and FY 2024 EMPG and highlight additional California policies and requirements applicable to the FY 2024 EMPG.

Key Changes to the FY 2024 EMPG

The National Priorities for the FY 2024 EMPG Program continue to be:

- Equity
- Climate Resilience
- Readiness

A detailed description of allowable investments for each national priority is included in the FY 2024 EMPG NOFO.

Key Changes to the FY 2024 EMPG Cont.

Phase 2 National Qualification System (NQS) for Calendar Year 2024

Subrecipients shall have designed and approved organizational qualification system procedures, certification program, and credentialing standards for incident workforce personnel in alignment with the NIMS Guideline for the NQS.

Additional information regarding the NQS implementation requirements and be found in the FEMA Preparedness Grants Manual.

Public Alert and Warning Preparedness

Subrecipients shall include exercise objectives centered on practicing and validating their plans and procedures for sending emergency alerts to the public through the FEMA Integrated Public Alert and Warning System.

Purchasing Under a FEMA Award: 2024 OMB Revisions: The Office of Management and Budget (OMB) updated parts of the OMB Guidance for Grants and Agreements in Title 2 of the Code of Federal Regulations. These updates will apply to FEMA awards with an award date on or after October 1, 2024.

Updates to the federal procurement standards at 2 C.F.R. §§ 200.317 – 200.327, which govern how FEMA award recipients and subrecipients must conduct purchases under a FEMA award.

FEMA will update its policy and guidance documents to incorporate these revisions. For now, please refer to the Purchasing Under a FEMA Award: 2024 OMB Revisions Fact Sheet. Details on all the 2 C.F.R. revisions can be found on the Federal Register's Guidance for Federal Financial Assistance webpage. For additional information on the federal procurement standards, visit Contracting with Federal Funds for Goods and Services Before, During and After Disasters | FEMA.gov.

Grants Management Memoranda	Cal OES issues Grant Management Memoranda (GMMs) which provide additional information and requirements regarding EMPG funds.
Eligible Subrecipients	Eligible Applicants, referred to as Subrecipients, include Counties/Operational Areas (OAs), and federally-recognized tribes located in California.
Tribal Allocations	The NOFO strongly encourages Cal OES to provide EMPG funds directly to tribes in California. To implement this requirement, a special Competitive Funding Opportunity will be issued to California's federally-recognized tribes. All Subrecipients are encouraged to coordinate with tribal governments to ensure that tribal needs are considered in their grant applications.
Subrecipient Allocations	FY 2024 EMPG Subrecipient final allocations are included in Attachment A.
Supplanting	Grant funds must be used to supplement existing funds, not replace (supplant) funds that have been appropriated for the same purpose. Subrecipients may be required to provide supporting documentation that certifies a reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds. Supplanting will result in the disallowance of any activity associated with this improper use of federal grant funds.
Public/Private Organizations	Subrecipients may contract with any other public or private organizations to perform eligible activities on approved EMPG projects.
Debarred/ Suspended Parties	Subrecipients must not make or permit any award (subaward or contract) at any tier, to any party, that is debarred, suspended, or otherwise excluded from, or ineligible for, participation in federal assistance programs. Subrecipients must obtain documentation of eligibility prior to making any subaward or contract funded by EMPG funds, and must be prepared to present supporting documentation to monitors/auditors.

Debarred/ Suspended Parties Cont.

Before entering into a Grant Subaward, the Subrecipient must notify Cal OES if it knows if any of the principals under the subaward fall under one or more of the four criteria listed at 2 C.F.R. § 180.335. The rule also applies to Subrecipients who pass-through funding to other local entities.

If at any time after accepting a subaward, Subrecipients learn that any of its principals fall under one or more of the criteria listed at 2 C.F.R. § 180.335, immediate written notice must be provided to Cal OES and all grant activities halted until further instructions are received from Cal OES. The rule also applies to subawards passed through by Subrecipients to local entities.

FY 2024 Program Priorities

DHS/FEMA annually publishes the National Preparedness Report (NPR) to report national progress in building, sustaining, and delivering the core capabilities outlined in the goal of a secure and resilient nation. This analysis provides a national perspective on critical preparedness trends for whole community partners to use to inform program priorities, allocate resources, and communicate with stakeholders about issues of concern.

In developing applications for the FY 2024 EMPG Program, Subrecipients should fund projects that address areas for improvement as they relate to emergency management capabilities, and projects that fall into the state, regional, and national priority areas, including:

- Planning
- Operational Coordination
- Community Resilience
- Equity
- Climate Resilience
- Readiness

DHS/FEMA does not prescribe a minimum funding amount for these priorities. However, Subrecipients are required to support local, regional, state, and national efforts in achieving the desired outcomes of these priorities.

National Campaigns and Programs

Whole Community Preparedness – Subrecipients should engage with the whole community to advance individual and community preparedness and to work as a nation to build and sustain resilience. In doing so, Subrecipients are encouraged to consider the needs of individuals with access and functional needs and limited English proficiency in the activities and projects funded by the grant.

Subrecipients should utilize established best practices for whole community inclusion and engage with stakeholders to advance individual and jurisdictional preparedness and resilience. Subrecipients are encouraged to consider the necessities of all Californians in the activities and projects funded by the grant including children, seniors, individuals with disabilities or access and functional needs,

National Campaigns and Programs Cont.

individuals with diverse culture and language use, individuals with lower economic capacity, and other underserved populations.

Active Shooter Preparedness – DHS has developed a comprehensive Active Shooter Preparedness website, which strives to enhance national preparedness through a whole-community approach by providing the necessary products, tools, and resources to help all stakeholders prepare for and respond to an active shooter incident. Subrecipients are encouraged to review the referenced active shooter resources and evaluate their preparedness needs.

Soft Targets and Crowded Places – States, territories, Urban Areas, and public and private sector partners are encouraged to identify security gaps and build capabilities that address security needs and challenges related to protecting locations or environments that are easily accessible to large numbers of people on a predictable or semi-predictable basis that have limited security or protective measures in place, including town centers, shopping malls, open-air venues, outside hard targets/venues perimeters, and other places of meeting and gathering. For more information, please see DHS's Hometown Security Program.

Community Lifelines – FEMA created Community Lifelines to reframe incident information and impacts using plain language and unity of effort to enable the integration of preparedness efforts, existing plans, and identifies unmet needs to better anticipate response requirements. Additional information may be found at the Community Lifelines Implementation Toolkit website.

Strategic Framework for Countering Terrorism and Targeted Violence – DHS adopted the DHS Strategic Framework for Countering Terrorism and Targeted Violence, which explains how the department will use the tools and expertise that have protected and strengthened the country from foreign terrorist organizations to address the evolving challenges of today.

NIMS Implementation	Prior to allocation of any federal preparedness awards, Subrecipients must ensure and maintain adoption and implementation of the National Incident Management System (NIMS).
Match Requirement	The FY 2024 EMPG requires a dollar-for-dollar match. This can be cash or third-party in-kind contributions. Refer to 2 C.F.R. § 200.306 for specific details. Utilizing the Financial Management Forms Workbook (FMFW) Match Tab, Subrecipients will indicate the appropriate Solution Area and Solution Area Subcategory that accurately represents the specific activity(ies) and cost(s) used to meet the match requirement under the FY 2024 EMPG subaward. Contributions from the Subrecipient should be specifically identified in the match description located on the FMFW Match Tab. The non-federal match contributions have the same eligibility requirements as the federal share. For additional match guidance, see EMPG Clarifying Guidance IB 458.
Management and Administration	The Management and Administration (M&A) allowance for Subrecipients is set at a maximum of five percent for the FY 2024 EMPG.
Indirect Costs	Indirect costs are allowable under the FY 2024 EMPG Grant Award. Subrecipients with an indirect cost rate approved by their cognizant federal agency may claim indirect costs based on the established rate. Indirect costs claimed must be calculated using the base approved in the indirect cost negotiation agreement. A copy of the approved negotiation agreement is required at the time of application. Indirect costs are *in addition to* the M&A allowance and must be included in the Grant Award application as a "Project" and reflected in the FMFW on the Indirect Cost category ledger if being claimed under the award. Indirect costs must be claimed no more than once annually, and only at the end of the Subrecipient's fiscal year. An exception to this rule applies if there is a mid-year change to the approved indirect cost rate; in this case, costs incurred

Indirect Costs Cont.

to date must be claimed. At that time, a Grant Subaward Modification reflecting the rate change must also be submitted to Cal OES, along with a copy of the new Indirect Cost Rate Agreement.

The FEMA Preparedness Grants Manual, published by FEMA, states that State and local governments are not permitted to use the de minimis rate. These costs are allowable only when an exception is granted to the SAA by FEMA per 2 C.F.R. Part 200, Appendix VII, paragraph D.1.b.

Equipment Typing/ Identification and Use

Allowable EMPG equipment is listed on the FEMA Authorized Equipment List (AEL) website, and includes equipment from the following AEL Sections:

- Personal Protective Equipment (Category 1)
- Information Technology (Category 4)
- Cybersecurity Enhancement Equipment (Category 5)
- Interoperable Communication Equipment (Category 6)
- Detection Equipment (Category 7)
- Power Equipment (Category 10)
- Chemical, Biological, Radiological, Nuclear, and Explosive (CBRNE) Reference Materials (Category 11)
- CBRNE Incident Response Vehicles (Category 12)
- Physical Security Enhancement Equipment (Category 14)
- CBRNE Logistical Support Equipment (Category 19)
- Other Authorized Equipment (Section 21)

Subrecipients should analyze the cost benefits of purchasing versus leasing equipment, especially high cost items and those subject to rapid technical advances.

Large equipment purchases must be identified and explained. For more information regarding property management standards for equipment, refer to 2 C.F.R. including § 200.310, § 200.313, and § 200.316.

Subrecipients that allocate FY 2024 EMPG funds for equipment are required to type and identify the capability associated with that equipment. Also, per FEMA policy, the purchase of weapons and weapon accessories are not allowed with EMPG funds. Special rules apply to critical emergency supplies; refer to the FEMA Preparedness Grants Manual for additional information.

Equipment Maintenance and Sustainment

Use of EMPG funds for maintenance contracts, warranties, repair or replacement costs, upgrades, and user fees are allowable as described in FEMA Ibs 336 and 379, as well as Grant Programs Directorate Policy FP 205-402-125-1.

Small Unmanned Aircraft Systems

All requests to purchase Small Unmanned Aircraft Systems (SUAS) with FEMA grant funding must comply with FEMA Policy 207-22-0002 and include copies of the policies and procedures in place to safeguard individuals' privacy, civil rights, and civil liberties of the jurisdiction that will purchase, take title to, or otherwise use the SUAS equipment. Reference the Presidential Memorandum: Promoting Economic Competitiveness While Safeguarding Privacy, Civil Rights, and Civil Liberties in Domestic Use of Unmanned Aircraft Systems for additional information. **All SUAS purchase requires FEMA approval prior to making purchase**.

Telecommunications Equipment or Services Prohibitions

Effective August 13, 2020, section 889(f)(2)-(3) of the John S. McCain National Defense Authorization Act for FY 2019 (NDAA), Pub. L. No. 115-232 (2018) and 2 C.F.R. § 200.216, 200.471, and Appendix II to 2 C.F.R. Part 200 prohibits DHS/FEMA Recipients and Subrecipients (including their contractors and subcontractors) from using any FEMA funds under open or new awards for the following covered telecommunications equipment or services:

1) Telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation, (or any subsidiary or affiliate of such entities);
2) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
3) Telecommunications or video surveillance services provided by such entities or using such equipment; or
4) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or

Telecommunications Equipment or Services Prohibitions Cont.	controlled by, or otherwise connected to, the People's Republic of China. Additional guidance is available in FEMA Policy #405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services.
Emergency Operations Plans	Subrecipients should update their Emergency Operations Plan (EOP) at least once every two years to remain compliant with the Comprehensive Preparedness Guide 101 version 2.0. Subrecipients are highly encouraged to include an evacuation plan or annex as part of their EOP as well as plans to exercise and validate the evacuation plan and capabilities.
Conflict of Interest	To eliminate and reduce the impact of conflicts of interest in the subaward process, Subrecipients and pass-through entities must follow their own policies and procedures regarding the elimination or reduction of conflicts of interest when making subawards. Subrecipients and pass-through entities are also required to follow any applicable federal, state, local, and tribal statutes or regulations governing conflicts of interest in the making of subawards. Subrecipients must disclose to their Grants Analyst, in writing, any real or potential conflict of interest as defined by the federal, state, local, or tribal statutes or regulations, which may arise during the administration of the EMPG subaward within five days of learning of the conflict of interest.
Integrated Preparedness Plan (IPP)	The IPP is a multi-year plan that identifies preparedness priorities and activities. The IPP needs to be reviewed and updated annually. For FY 2024 EMPG, the IPP needs to cover a minimum of two years, from 2025 through 2026 to qualify as a multi-year plan.
Prohibited and Controlled Equipment	Effective May 25, 2022, Executive Order (EO)14074, Advancing Effective, Accountable Policing and Criminal Justice Practices to Enhance Public Trust and Public Safety, Section 12(a) directs the Department of Homeland Security to review its grants, and consistent with applicable law, prohibits the use of grant funding to purchase certain types of military equipment by state, local, tribal, and territorial (SLTT) law enforcement agencies (LEAs).

Prohibited and Controlled Equipment Cont.

For all awards issued on or after January 1, 2023, The policy directly prohibits certain types of equipment outright (prohibited equipment), whereas other types of equipment may be controlled, or LEAs are required to submit certifications prior to purchase.

Even if equipment is listed as controlled equipment and is not outright prohibited, that does not automatically make it allowable under a particular FEMA program. Recipients and subrecipients should refer to applicable program guidance or contact your Grants Analyst to determine if a particular type of equipment is allowable under that program.

Additional information regarding Prohibited and Controlled Equipment is available on FEMA Policy 207-22-0002.

Build America, Buy America Act (BABAA)

Under FEMA financial assistance programs, the BABAA requirements apply to:

- New awards made on or after January 2, 2023,
- New funding that FEMA obligates to existing awards or through renewal awards on or after January 2, 2023; and
- Infrastructure projects.

Funds provided under this program may not be used for a project for infrastructure unless the iron and steel, manufactured products, and construction materials used in that infrastructure are produced in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Additionally, the Buy America preference does not apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

Build America, Buy America Act (BABAA) Cont.	When necessary, Subrecipients may apply for a waiver from these requirements. Additional information regarding the BABAA can be found on FEMA's website under Buy America Preference.

California Homeland Security Strategy Goals

The State has prioritized the following California Homeland Security Strategy Goals for the FY 2024 subawards:

1. Enhance Information Collection, Analysis, and Sharing, in Support of Public Safety Operations Across California;
2. Protect Critical Infrastructure and Key Resources from All Threats and Hazards;
3. Strengthen Security and Preparedness Across Cyberspace;
4. Strengthen Communications Capabilities Through Planning, Governance, Technology, and Equipment;
5. Enhance Community Preparedness;
6. Enhance Multi-Jurisdictional/Inter-Jurisdictional All-Hazards Incident Catastrophic Planning, Response, and Recovery Capabilities;
7. Improve Medical and Health Capabilities;
8. Enhance Incident Recovery Capabilities;
9. Strengthen Food and Agriculture Preparedness;
10. Enhance Homeland Security Exercise, Evaluation, and Training Programs; and
11. Protect Against Effects of Climate Change

"On Behalf Of"

Cal OES may, in conjunction with local approval authorities, designate funds "on behalf of" local entities who choose to decline or fail to utilize their subaward in a timely manner.

Public Alert and Warning

Cal OES encourages Subrecipients to consider use of this funding to assist their jurisdiction's alignment with the State of California Alert and Warning Guidelines developed pursuant to Senate Bill 833 of the 2018 Legislative Session.

Financial Management Forms Workbook

The FY 2024 Cal OES FMFW includes:

Grant Subaward Face Sheet – Use the Grant Subaward Face Sheet to apply for grant programs. The Grant Subaward Face Sheet must be signed and submitted in portrait format.

Authorized Agent Contact Information – Provides the contact information of Authorized Agents (AA), delegated via the Governing Body Resolution (GBR) or Signature Authorization Form, including staff related to grant activities. More than one person is recommended for designation as the AA; in the absence of an AA, an alternate AA can sign documents.

Project Ledger – The Project Ledger is used in the application process to submit funding information and is used for submitting cash requests and Grant Subaward Modifications, and assists with completion of the Biannual Strategy Implementation Report (BSIR).

Planning Tab – Provides detailed information on grant-funded planning activities with a final product identified.

Organization Tab – Provides detailed information on grant-funded organizational activities.

Equipment Tab – Detailed information must be provided under the equipment description for all grant-funded equipment. AEL numbers must be included for all items of equipment. Always refer to the AEL for a list of allowable equipment and conditions, if any.

Training Tab – Provides detailed information on grant-funded training activities. All training activities must receive Cal OES approval prior to starting the event, including a Training Feedback number. The Training Request Form must be submitted and approved to obtain a Training Feedback number and should be submitted at **least** 30 days in advance.

Exercise Tab – Provides detailed information on grant-funded exercises.

Financial Management Forms Workbook Cont.

M&A Tab – Provides information on grant-funded M&A activities.

Indirect Costs Tab – Provides information on indirect costs.

Consultant-Contractor Tab – Provides detailed information on grant-funded consultants, and documents maintenance and sustainment contracts and activities on grant eligible items/equipment.

Personnel Tab – Provides detailed information on grant-funded personnel activities.

Match Tab – Provides detailed information on match activities.

Authorized Agent Page – The Authorized Agent (AA) Page must be submitted with the application, all cash requests, and Grant Subaward Modifications. The AA page must include a valid signature on file with Cal OES and the date.

Subrecipient Grants Management Assessment

Per 2 C.F.R. § 200.332, Cal OES is required to evaluate the risk of non-compliance with federal statutes, regulations, and grant terms and conditions posed by each Subrecipient of pass-through funding. The Subrecipient Grants Management Assessment contains questions related to a Subrecipient organization's experience in the management of federal grant awards. It is used to determine, and provide, an appropriate level of technical assistance, training, and grant oversight to Subrecipients during the subaward. The questionnaire must be completed and returned with the Subrecipient's grant application.

Application Attachments

Indirect Cost Rate Agreement – If claiming indirect costs at a federally-approved rate, please provide a copy of the approved Indirect Cost Rate Agreement.

Federal Funding Accountability and Transparency Act (FFATA) Financial Disclosure – Use the FFATA Financial Disclosure to provide information required by the Federal Funding Accountability and Transparency Act of 2006.

Standard Assurances

The Standard Assurances list the requirements to which the Subrecipients will be held accountable. All Applicants will be required to submit an electronic signed FY 2024 Standard Assurances as part of their FY 2024 EMPG application. The required Standard Assurances can be found only in PDF format on the Cal OES website.

NOTE: Self-created Standard Assurances will not be accepted.

Program Standard Assurances Addendum

The Program Standard Assurances Addendum specifies additional requirements that Subrecipients must meet. All Subrecipients must submit an electronic signed Program Standard Assurances Addendum as part of the FY 2024 EMPG application. The required Program Standard Assurances Addendum can be found only in PDF format on the Cal OES website.

Governing Body Resolution

The GBR appoints AAs (identified by the individual's name or by a position title) to act on behalf of the governing body and the Applicant by executing any actions necessary for each application and subaward. All Applicants are required to submit a copy of an approved GBR with their application. Resolutions may be valid for up to three grant years given the following:

- The resolution identifies the applicable grant program (e.g., EMPG and/or HSGP);
- The resolution identifies the applicable grant years, (e.g., FY 2023, FY 2024, FY 2025); and
- Adheres to any necessary elements required by local protocols, rules, etc., if applicable.

Resolutions that only identify a single grant program will only be valid for that single program. Resolutions that do not identify applicable grant years will only be valid for the grant year in which the resolution was submitted.

Authorized Agent Information

For each person or position appointed by the Governing Body, identify the individual in the AA and Contact Information page of the FMFW.

All changes in AA and contact information must be provided to Cal OES in writing. If the GBR identifies the AA by name, a new Resolution is needed when changes are

Authorized Agent Information Cont.

made. If the GBR identifies the AA by position and/or title, changes may be made by submitting a request on the entity's letterhead, signed by an existing AA.

Cal OES will not accept signatures of an AA's designee, unless authorized by the Governing Body's resolution. A change to an AA's designee must be submitted on agency letterhead and signed by the AA, announcing the change to their designee.

Application Submission

Subrecipients must submit an electronic copy of their completed FMFW to their Grants Analyst for review no later than fourteen calendar days before the final Application due date. After the application is approved, all electronic copies of the FMFW, along with the required documents must be emailed, with original or electronic signatures, by the application due date. During the application process, if it is determined all allocated funds cannot be expended by the end of the period of performance, inform your Grants Analyst as soon as possible. The completed application documents should be received by Cal OES no later than the date provided in the FY 2024 EMPG Timeline, referenced as Attachment B.

Late or Incomplete Application

Late or incomplete applications may be denied. If an application is incomplete, the Grants Analyst may request additional information. Requests for late submission of applications must be made in writing to the Grants Analyst prior to the application due date. Cal OES has sole discretion to accept or reject a late or incomplete grant application.

EMPG Contact Information

Subrecipient questions, comments, and correspondence should be directed to:

California Governor's Office of Emergency Services
ATTN: Grants Management (Building F)
Emergency Management Performance Grants Unit
3650 Schriever Avenue
Mather, CA 95655

Brittany Estep – Regions I & VI	(916) 364-4622
Eman Hariri – Region II	(916) 364-4689
Ronak Patel – Region III	(916) 845-8124
Lauren Swearengin – Regions IV & V	(916) 845-8950

Subaward Approval

Subrecipients will receive a formal notification of subaward. Subaward letters must be signed and the signed copy be returned to Cal OES within 20 calendar days. Once the completed application along with the signed subaward letter is received and approved, reimbursement of eligible subaward expenditures may be requested using the Cal OES FMFW.

Payment Request Process

The EMPG is a reimbursement program. To request a cash reimbursement of EMPG funds, Subrecipients must first complete a payment request using the Cal OES FMFW, returning it to the appropriate Grants Analyst. Subrecipients who fail to follow the workbook instructions may experience delays in processing the payment request.

Payments can only be made if the Subrecipient has an approved application.

Semi-Annual Drawdown Requirements

All Subrecipients must report expenditures and request funds at least semi-annually throughout the period of performance. Semi-annual drawdowns should occur in March and October of each calendar year following final approval of the subaward application, with the exception of the final reimbursement request, which must be submitted within twenty calendar days after the end of the period of performance.

Modifications

Post award budget and scope modifications must be requested using the Cal OES EMPG FMFW, signed by the Subrecipient's AA, and submitted to the Grants Analyst.

The Subrecipient may implement grant modification activities, and incur associated expenses, only after receiving written final approval of the modification from Cal OES.

Subrecipients must provide a written justification with all modification requests. The justification may be included in the body of the e-mail transmitting the request, or a document attached to the transmittal e-mail. Refer to GMM 2018-17 for additional information regarding modification requests.

Training Requirements

Training activities supported with EMPG Program funds should align to NPG core capabilities identified in each Subrecipient's Training and Exercise Plan. Subrecipients must obtain a Training Feedback Number from Cal OES before beginning any training activities. This includes project components like travel to, materials for, or attendance in training courses. Training Feedback Numbers should be obtained no later than 30 days before the first day of the training or related activities. Subrecipients must complete a Training Request Form and submit it electronically to Cal OES.

For more information on this or other training-related inquiries, contact the Cal OES Training Branch at (916) 845-8745 or Training@CalOES.ca.gov.

All EMPG-funded personnel, including M&A staff, and any staff being used for match, must complete *either* the Independent Study courses identified in the Professional Development Series (PDS) *or* the National Emergency Management Basic Academy. Final reimbursement of personnel salaries will not be approved until all training requirements have been met. Proof of completion of the training requirements must be kept on file by the Subrecipient and be made available for review upon request. When seeking approval of non-DHS/FEMA developed courses, course materials must be submitted with the approval requests. Conditional approvals are not offered.

EMPG TRAINING- PDS

IS 100 (any version), Introduction to Incident Command System (ICS)

IS 200 (any version), ICS for Single Resources and Initial Action Incident

IS 700 (any version), National Incident Management System, An Introduction

IS 800 (any version), National Response Framework, An Introduction

Training Requirements Cont.

IS 120.c An Introduction to Exercises

IS 230.e Fundamentals of Emergency Management

IS 235.c Emergency Planning

IS 240.c Leadership and Influence

IS 241.c Decision Making and Problem Solving

IS 242.c Effective Communication

IS 244.b Developing and Managing Volunteers

EMPG TRAINING-Basic Academy

IS 100 (any version), Introduction to the Incident Command System (ICS)

IS 700 (any version), National Incident Management System (NIMS), An Introduction

IS 800 (any version), National Response Framework, An Introduction

IS 230.e Fundamentals of Emergency Management

E/L101, Foundations of Emergency Management

E/L102, Science of Disaster

E/L103, Planning Emergency Operations

E/L104, Exercise Design

E/L105, Public Information & Warning

In the event that any of the listed courses have been updated and the required version is no longer available, it is acceptable to take the updated course in place of the listed course (i.e., since IS-120.a has been replaced with IS-120.c, the latter may be used in the place of the original course). The courses listed above are the minimum accepted versions for FY 2024 EMPG.

Training Requirements Cont.

Training activities should align to a current IPP, developed through an annual IPP Workshop. The training should help build core capabilities and fill gaps identified in real-world incidents and exercises. Further guidance can be found in the HSEEP.

EMPG and non-EMPG -funded personnel may claim EMPG funds for tuition/travel costs for EMPG eligible trainings, provided that the purpose of the travel and training is to accomplish the objectives of the grant.

Exercises, Improvement Plans and After Action Reporting

Subrecipients should engage stakeholders to identify long-term training and exercise priorities. These priorities should address capability targets and gaps identified through a Threat and Hazard Identification and Risk Assessment, real-world events, previous exercises, and national areas for improvement identified in the NPR.

Subrecipients must report on all exercises conducted with EMPG grant funds. An After Action Report (AAR)/Improvement Plan (IP) or Summary Report (for Seminars, Drills & Workshops) must be completed and submitted to Cal OES within 90 days after the exercise/seminar/drill/workshop is conducted.

It is acceptable to submit an *Exercise Summary Report for Seminars, drills, and Workshops* in lieu of a full AAR/IP.

AAR/Ips and Summary Reports should be e-mailed to:

- hseep@fema.dhs.gov
- exercise@caloes.ca.gov
- Your Grants Analyst

All EMPG-funded personnel, including M&A staff and any staff being used for match, must participate in no less than two exercises between July 1, 2024, and June 30, 2026. These exercises must align to one of the priority areas via the Performance Reports. The Great Shakeout drop, cover, and hold drill is ineligible for the purpose of the two exercise requirement.

Final reimbursement of personnel salaries will not be approved until all exercise requirements have been met.

Exercises, Improvement Plans and After Action Reporting Cont.

Exercises used to meet this requirement during one period of performance cannot be used to meet the requirement in another. Extensions to the grant do not apply to this requirement or its due date. There is no specific requirement for level of participation in the exercises and the exercises can be of any type, provided they are related to the subrecipient's identified long-term training and exercises priorities. Proof of completion of the exercise requirements must be kept on file by the Subrecipient and be made available for review upon request.

For exercise-related issues and/or questions, email the Cal OES Exercise Team at exercise@caloes.ca.gov.

Exercise costs will not be considered for reimbursement until an AAR/IP is received by Cal OES.

Procurement Standards and Written Procedures

Subrecipients must conduct procurement using documented local government procurement procedures, or the federal procurement standards found in 2 C.F.R. Part 200, whichever are more strict. Subrecipients must also have written conflict of interest policies governing the actions of its employees engaged in the selection, award and administration of contracts, including disciplinary actions for violations of such standards.

Procurement Documentation

Non-federal entities, other than states and territories, are required to maintain and retain records sufficient to detail the history of procurements, covering at least the rationale for the procurement method, contract type, contractor selection or rejection, and the basis for the contract price. For any cost to be allowable, it must be adequately documented. Examples of the types of documents that would meet this requirement include, but are not limited to:

- Solicitation documentation, such as requests for quotes, invitations for bids, or requests for proposals;
- Responses to solicitations, such as quotes, bids, or proposals;
- Pre-solicitation independent cost estimates and Post-solicitation cost/price analyses on file for review by federal personnel, if applicable;
- Contract documents and amendments;

Procurement Documentation Cont.

- Documents demonstrating inclusion of required contract provisions, and
- Other documents required by federal regulations applicable at the time the grant was awarded to the Subrecipient.

Procurement Thresholds

Under 2 C.F.R. Part 200, procurement thresholds are defined as follows:

- **Micro-purchase threshold**: This is the maximum amount for which purchases can be made without requiring competitive quotes or formal procurement processes, provided the price is reasonable. The micro-purchase threshold is set at **$10,000**.

- **Simplified acquisition threshold**: This sets the maximum amount for which federal procurement procedures may be simplified. The threshold is **$250,000**. For purchases at or below this amount, subrecipients may use streamlined methods, such as obtaining competitive price or rate quotations from an adequate number of qualified sources. Purchases exceeding $250,000 require more formal procurement procedures, including sealed bids or competitive proposals.

Subrecipients must adhere to these thresholds and, in cases of conflict between local procurement procedures and federal requirements, must apply the more stringent threshold.

Noncompetitive Procurements

All noncompetitive procurements exceeding the simplified acquisition threshold require Cal OES prior written approval to be eligible for reimbursement. This method of procurement must be approved by the local Purchasing Agent prior to submitting a request for Cal OES approval. A copy of the Purchasing Agent's approval must be included with the Cal OES Request for Noncompetitive Procurement Authorization form. Cal OES may request additional documentation that supports the procurement effort.

Environmental Planning and Historic Preservation

DHS/FEMA is required to ensure all activities and programs that are funded by the agency comply with federal Environmental Planning and Historic Preservation (EHP) regulations. Subrecipients proposing projects or activities (including, but not limited to, training, exercises, the installation of equipment, and construction or renovation projects) that have the potential to impact the environment or a historic structure must participate in the EHP review process. EHP Screening Memos must include detailed project information, explain the goals and objectives of the proposed project, and include supporting documentation.

DHS/FEMA may also require that the Subrecipient provide a confidential California Historical Resources Information System (CHRIS) report in addition to the EHP Screening Form. Determination on the necessity of a CHRIS report is based upon information disclosed on the EHP Screening Form. Grants Analysts will provide additional instructions should this report be required.

EHP requests should be submitted to Cal OES as early as possible. All projects/activities triggering EHP must receive DHS/FEMA written approval prior to commencement of the funded activity.

Updated information may be referenced in the FEMA GPD EHP Policy Guidance.

Construction and Renovation

When applying for construction activity at the time of application, including communications towers, Subrecipients must submit evidence of approved zoning ordinances, architectural plans, any other locally required planning permits, and a notice of federal interest. Additionally, Subrecipients are required to submit a SF-424C Budget and Budget Detail that cites the project costs. Communication tower construction requests also require evidence that the Federal Communications Commission's Section 106 review process has been completed.

Subrecipients using funds for construction projects must comply with the Davis-Bacon Act. Subrecipients must ensure that their contractors or subcontractors for construction projects pay workers no less than the prevailing wages for laborers and mechanics employed on projects of a

Construction and Renovation Cont.

character like the contract work in the civil subdivision of the state in which the work is to be performed.

Written approval* for construction must be provided by DHS/FEMA *prior to* the use of any EMPG funds for construction or renovation. *No construction activities (including site preparation, utility installations, and any groundbreaking activities) or equipment installations on existing structures, may begin until the EHP review process is complete.

Inventory Control and Property Management

Subrecipients must use standardized resource management concepts for resource typing and credentialing, in addition to maintaining an inventory by which to facilitate the effective identification, dispatch, deployment, tracking and recovery of resources.

Subrecipients must have an effective inventory management system, to include:

- Property records that document description, serial/ID number, fund source, title information, acquisition date, cost, federal cost share, location, use, condition, and ultimate disposition;
- A physical inventory conducted at least every two years;
- A control system to prevent loss, damage, and theft of grant purchased equipment and supplies; and
- Adequate maintenance procedures must be developed to keep the property in good condition.

Equipment Disposition

When original or replacement equipment acquired under the EMPG is no longer needed for program activities, the Subrecipient must contact their Grants Analyst to request disposition instructions. See 2 C.F.R. § 200.313(e).

Performance Reporting

BSIR – Subrecipients must complete a BSIR each Winter and Summer using the DHS/FEMA Grants Reporting Tool (GRT) for the duration of the subaward period of performance or until all grant activities are completed and the subaward is formally closed by Cal OES. Failure to submit a BSIR could result in subaward reduction, suspension, or termination.

Access to the BSIR may be obtained through the GRT. To create a new account, click the link that reads, "Register for an account" and follow the instructions provided. The

Performance Reporting Cont.

Subrecipient will be required to ensure up-to-date project information is entered. The Project Ledger in the FMFW may assist with the BSIR data entry process. For additional assistance with the GRT, contact the appropriate Grants Analyst.

Quarterly Performance Reports – Subrecipients must prepare and submit Performance Reports to the State for the duration of the subaward period of performance, or until all grant activities are completed and the subaward is formally closed by Cal OES. The quarterly reports must include the progress made on identified activities, as well as other required information. Failure to submit a quarterly Performance Report could result in subaward reduction, suspension, or termination.

In order to ensure that mandated performance metrics and other data required under the subaward is reported accurately, all EMPG Performance Reports must be submitted electronically, via email, to their Cal OES Grants Analyst for review and vetting. Electronic documents submitted for Cal OES review and vetting should be submitted as soon as possible, but no later than, seven calendar days before the identified due date(s) associated with the Performance Report. Submission of the electronic copy is only to occur after their Cal OES Grants Analyst's review has concluded and the Subrecipient is directed by their Cal OES Grants Analyst to submit the signed electronic copy.

Extension Requests

Extensions to the initial period of performance identified in the subaward will only be considered through formal, written requests to the Subrecipient's Grants Analyst. Upon receipt of the extension request, Cal OES will:

1. Verify compliance with performance reporting requirements by confirming the Subrecipient has submitted all necessary performance reports;
2. Confirm the Subrecipient has provided sufficient justification for the request; and
3. If applicable, confirm the Subrecipient has demonstrated sufficient progress in past situations where an extension was authorized by Cal OES.

Extension Requests Cont.

Extension requests will be granted only due to compelling legal, policy, or operational challenges, must be project specific, and will only be considered for the following reasons:

1. Contractual commitments with vendors that prevent completion of the project within the period of performance;
2. The project must undergo a complex environmental review which cannot be completed within this timeframe;
3. Projects are long-term by design and therefore; acceleration would compromise core programmatic goals; and
4. Where other special circumstances exist.

To be considered, extension requests must be received no later than 60 days prior to the end of the Subrecipient's period of performance and must contain specific and compelling justifications as to why an extension is required. All extension requests must address the following:

1. Grant program, fiscal year, and award number;
2. Reason for delay;
3. Current status of the activity/activities;
4. Approved period of performance termination date and new project completion date;
5. Amount of funds drawn down to date;
6. Remaining available funds, both federal and non-federal;
7. Budget outlining how remaining federal and non-federal funds will be expended;
8. Plan for completion, including milestones and timeframes for each milestone and the position/person responsible for implementing the plan for completion; and
9. Certification that the activity/activities will be completed within the extended period of performance without any modification to the original Statement of Work.

General questions regarding extension requirements and the Extension Request form should be directed to your Grants Analyst. Subrecipients are expected to complete all grant-funded personnel activity by the end of the subaward period of performance. Indirect Cost project may not be extended.

Progress Reports on Grant Extensions

All Subrecipients that receive Cal OES approval to extend their FY 2024 grant subaward period of performance will be required to submit progress reports indicating completed and future project milestones on all extended projects. Progress reports must be submitted electronically to their Grants Analyst. Deadlines for the submission of progress reports will be established at the time of extension approval.

Monitoring

Cal OES Grants Monitoring actively monitors Subrecipients, through day-to-day communications, programmatic site visits, and desk and on-site compliance assessments. The purpose of the compliance assessment is to ensure Subrecipients are in compliance with applicable state and federal regulations, grant guidelines, and programmatic requirements. Monitoring activities may include, but are not limited to:

- Verifying that entries recorded on the FMFW categories are properly supported with source documentation;
- Eligibility of and support for expenditures, typically covering two to three years of data;
- Comparing actual Subrecipient activities to those approved in the grant application and subsequent modifications, including the review of timesheets and invoices as applicable;
- Procurements and contracts;
- Ensuring equipment lists are properly maintained and physical inventories are conducted;
- Ensuring advances have been disbursed in accordance with applicable guidelines; and
- Confirming compliance with:
  - Standard Assurances, and
  - Information provided on performance reports and payment requests

NOTE: It is the responsibility of all Subrecipients that pass down grant funds to other entities, to maintain and utilize a formal process to monitor the grant activities of their subawards. This requirement includes, but is not limited to, on-site verification of grant activities, as required. It is common for Subrecipients to receive findings in a programmatic site visit or compliance assessment, which

Monitoring Cont.

require a Corrective Action Plan (CAP) to be submitted by Subrecipients. Those Subrecipients who fail to submit a CAP, as required, shall have a "hold" placed on any future reimbursements until the "finding"or an "advisory" is resolved.

Failure to Submit Required Reports

Periodic reporting is required by the grant. Subrecipients who miss a single reporting due date may receive a letter addressed to their Board of Supervisors informing them of the failure to report. County OAs and tribes who fail to report twice in a row may have subsequent awards reduced by ten percent until timely reporting is reestablished.

Suspension/ Termination

Cal OES may suspend or terminate grant funding, in whole or in part, or other measures may be imposed for any of the following reasons:

- Failure to submit required reports.
- Failure to expend funds in a timely manner consistent with the grant milestones, guidance, and assurances.
- Failure to comply with the requirements or statutory progress toward the goals or objectives of federal or state law.
- Failure to make satisfactory progress toward the goals or objectives set forth in the Subrecipient application.
- Failure to follow Grant Subaward requirements or Special Conditions.
- Proposing or implementing substantial plan changes to the extent that, if originally submitted, the application would not have been selected for funding.
- False certification in the application or other document.
- Failure to adequately manage, monitor, or direct the grant funding activities of their Subrecipients.

Before taking action, Cal OES will provide the Subrecipient reasonable notice of intent to impose corrective measures and will make every effort to informally resolve the problem.

Closeout

Cal OES will close-out Subrecipient awards when it determines all applicable administrative actions and all required work of the federal award have been completed.

Closeout Cont.

Subawards will be closed after:

- Receiving any applicable Subrecipient Performance Report indicating all approved work has been completed, and all funds have been distributed;
- All funds have been requested and reimbursed, or disencumbered;
- Completing a review to confirm the accuracy of reported information;
- Reconciling actual costs to subawards, modifications and payments; and
- Verifying the Subrecipient has submitted a final BSIR showing all grant funds have been expended.

Records Retention

The records retention period is three years from the date of the Cal OES Grant Closeout letter, or until any pending litigation, claim, or audit started before the expiration of the three-year retention period has been resolved and final action is taken. The Cal OES Grant Closeout Letter will notify the Subrecipient of the start of the records retention period for all programmatic and financial grant-related records.

Documents related to equipment purchased must be retained for three years after it has been disposed, per 2 CFR 200.313.

For indirect cost rate proposals, cost allocation plans, or other rate computation records, the start of the record retention period is dependent on whether the proposal, plan, or other computation is required to be submitted to the federal government (or to the pass-through entity) for negotiation purposes. See 2 C.F.R. § 200.334(f).

In order for any cost to be allowable, it must be adequately documented per 2 C.F.R. § 200.403(g).

If the State Administrative Agency award remains open after the Subrecipient's submission of the final BSIR, Cal OES will complete any additional BSIR reporting required under the award on behalf of the Subrecipient.

Closed grants may still be monitored and audited. Failure to maintain all grant records for the required retention period could result in a reduction of grant funds, and an invoice to return costs

Records Retention Cont.

associated with the unsupported activities.

If documents are retained longer than the required retention period, FEMA, the DHS Office of Inspector General, Government Accountability Office, and pass-through entity have the right to access these records as well. See Title 2 C.F.R § 200.334 and 200.337.

Operational Area	Total Award	Operational Area	Total Award
ALAMEDA	409,218	PLACER	196,272
ALPINE	125,205	PLUMAS	128,300
AMADOR	131,920	RIVERSIDE	548,711
BUTTE	160,713	SACRAMENTO	398,146
CALAVERAS	132,798	SAN BENITO	136,406
COLUSA	128,781	SAN BERNARDINO	504,038
CONTRA COSTA	324,355	SAN DIEGO	692,978
DEL NORTE	129,621	SAN FRANCISCO	269,472
EL DORADO	157,831	SAN JOAQUIN	261,559
FRESNO	300,704	SAN LUIS OBISPO	173,350
GLENN	129,975	SAN MATEO	253,134
HUMBOLDT	148,285	SANTA BARBARA	201,528
IMPERIAL	156,176	SANTA CLARA	452,624
INYO	128,282	SANTA CRUZ	170,520
KERN	282,635	SHASTA	156,169
KINGS	151,232	SIERRA	125,555
LAKE	136,604	SISKIYOU	132,565
LASSEN	129,912	SOLANO	202,082
LOS ANGELES	1,820,586	SONOMA	208,062
MADERA	152,472	STANISLAUS	219,833
MARIN	168,940	SUTTER	142,188
MARIPOSA	127,942	TEHAMA	136,165
MENDOCINO	140,488	TRINITY	127,768
MERCED	174,565	TULARE	207,522
MODOC	126,481	TUOLUMNE	134,483
MONO	127,286	VENTURA	268,421
MONTEREY	199,757	YOLO	163,369
NAPA	148,388	YUBA	139,361
NEVADA	142,496	TRIBAL NATIONS	188,021
ORANGE	669,946		
Total		**14,202,196**	

DHS Announcement of FY 2024 EMPG NOFO	April 16, 2024
Cal OES Application due to DHS	June 24, 2024
Subrecipient period of performance begins	July 1, 2024
DHS/FEMA Award to California	September 25, 2024
Integrated Preparedness Plan (IPP) due	September 30, 2024
Notification of Subrecipient Award	October 28, 2024
Subrecipient Workshops	October 2024
FY 2024 California Supplement release	January 2025
Submission of the FY 2024 EMPG Performance Report for the period of 7/1/2024 – 9/30/2024	October 14, 2024
Submission of the FY 2024 EMPG Performance Report for the period of 7/1/2024 – 12/31/2024	January 14, 2025
Subrecipient Final Applications due to Cal OES	February 10, 2025
Submission of the FY 2024 EMPG Performance Report for the period of 7/1/2023 – 3/31/2025	April 14, 2025
Submission of the FY 2024 EMPG Performance Report for the period of 7/1/2024 – 6/30/2025	July 14, 2025
Submission of the FY 2024 EMPG Performance Report for the period of 7/1/2024 – 9/30/2025	October 14, 2025
All FY 2024 EMPG EHP-related documents must be received by Grants Analyst	December 31, 2025
Submission of the FY 2024 EMPG Performance Report for the period of 7/1/2024 – 12/31/2025	January 14, 2026
Submission of the FY 2024 EMPG Performance Report for the period of 7/1/2023 – 3/31/2026	April 14, 2026
Subrecipient period of performance ends	June 30, 2026
Submission of the FY 2024 EMPG Performance Report for the period of 7/1/2023 – 6/30/2026	July 14, 2026
Final Request for Reimbursement due	Within 20 calendar days of the subaward expiration date
Cal OES's period of performance ends	September 30, 2026

Subrecipient: _____ **FIPS#:** _____

Grants Analyst: _____

Financial Management Forms Workbook:

_____ Grant Subaward Face Sheet
_____ Authorized Agent and Contact Tab
_____ Project Ledger Tab
_____ Planning Tab
_____ Organization Tab
_____ Equipment Tab
_____ Training Tab
_____ Exercise Tab
_____ Management and Administration Tab
_____ Indirect Cost Tab
_____ Consultant-Contractor Tab
_____ Personnel Tab
_____ Match Tab
_____ Indirect Cost Rate Summary (If Applicable)
_____ Authorized Agent Sheet

Required Documents:

_____ Counter-signed Award Letter
_____ EHP Screening Form (If Applicable)
_____ FFATA Financial Disclosure
_____ Governing Body Resolution
_____ Subrecipient Grants Management Assessment form
_____ 2024 EMPG Standard Assurances
_____ Program Standard Assurances Addendum
_____ Indirect Cost Rate Agreement (If Applicable)

PRINT RESET

CALIFORNIA GOVERNOR'S OFFICE OF EMERGENCY SERVICES
SUBRECIPIENT GRANTS MANAGEMENT ASSESSMENT

Subrecipient: Plumas County OES	**UEI #** YXZZPBLCRFY6	**FIPS #:**
Grant Disaster/Program Title: Emergency Management Performance Grant (EMPG)		
Performance Period: 07/01/24 **to** 06/30/26	**Subaward Amount Requested:** $ 128,300	
Type of Non-Federal Entity (Check Applicable Box)	☐ **State Govt** ☒ **Local Govt** ☐ **JPA** ☐ **Non-Profit** ☐ **Tribe**	

Per Title 2 CFR § 200.332, Cal OES is required to evaluate the risk of noncompliance with federal statutes, regulations and grant terms and conditions posed by each subrecipient of pass-through funding. This assessment is made in order to determine and provide an appropriate level of technical assistance, training, and grant oversight to subrecipients for the award referenced above.

The following are questions related to your organization's experience in the management of federal grant awards. This questionnaire must be completed and returned with your grant application materials.

For purposes of completing this questionnaire, *grant manager* is the individual who has primary responsibility for day-to-day administration of the grant, *bookkeeper/accounting staff* means the individual who has responsibility for reviewing and determining expenditures to be charged to the grant award, and *organization* refers to the subrecipient applying for the award, and/or the governmental implementing agency, as applicable.

Assessment Factors	Response
1. How many years of experience does your current grant manager have managing grants?	<3 years
2. How many years of experience does your current bookkeeper/accounting staff have managing grants?	<3 years
3. How many grants does your organization currently receive?	1-3 grants
4. What is the approximate total dollar amount of all grants your organization receives?	$ 128,300
5. Are individual staff members assigned to work on multiple grants?	Yes
6. Do you use timesheets to track the time staff spend working on specific activities/projects?	Yes
7. How often does your organization have a financial audit?	Annually
8. Has your organization received any audit findings in the last three years?	No
9. Do you have a written plan to charge costs to grants?	No
10. Do you have written procurement policies?	Yes
11. Do you get multiple quotes or bids when buying items or services?	Sometimes
12. How many years do you maintain receipts, deposits, cancelled checks, invoices?	>5 years
13. Do you have procedures to monitor grant funds passed through to other entities?	N/A

Certification: *This is to certify that, to the best of our knowledge and belief, the data furnished above is accurate, complete and current.*

Signature: (Authorized Agent)	**Date:**
Print Name and Title: Travis Goings, Director	**Phone Number:** (530) 283-6464
Cal OES Staff Only: SUBAWARD #	

ORGANIZATION

Plumas County

2024-0050

Request Type	Initial Application
POP Start Date	July 1, 2024
POP End Date	June 30, 2026
Cal OES Approval	

Project	Direct / Subaward	Organization	Solution Area Sub-Category	Expenditure Category	Detail	Budgeted Cost	Previously Approved Amount	Amount This Request	Total Approved	Remaining Balance
						$128,300				$128,300
A	Direct	Plumas County - Emergency Management Operations	Staffing	Staff Salaries	Staffing	111,196				111,196
A	Direct	Plumas County - Emergency Management Operations	Day to Day Activities / Operations Supporting Emergency Management	Communications Services	N/A	4,500				4,500
A	Direct	Plumas County - Emergency Management Operations	Day to Day Activities / Operations Supporting Emergency Management	Rental / Lease Space Costs	N/A	7,300				7,300
A	Direct	Plumas County - Emergency Management Operations	Day to Day Activities / Operations Supporting Emergency Management	Supplies	N/A	5,304				5,304

PLUMAS COUNTY
BEHAVIORAL HEALTH DEPARTMENT
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Che Shannon, Management Analyst II**
MEETING DATE:	**February 4, 2025**
SUBJECT:	**Approve and authorize Chair to ratify and sign an agreement between Plumas County Behavioral Health and Current Electric & Alarm monthly alarm monitoring; effective January 1, 2025; not to exceed $5,000.00; (No General Fund Impact) State and Federal funding; approved as to form by County Counsel.**

Recommendation:
Approve and authorize Chair to ratify and sign an agreement between Plumas County Behavioral Health and Current Electric & Alarm monthly alarm monitoring; effective January 1, 2025; not to exceed $5,000.00; (No General Fund Impact) State and Federal funding; approved as to form by County Counsel.

Background and Discussion:
Approve and authorize Chair to ratify and sign an agreement between Plumas County Behavioral Health and Current Electric & Alarm monthly alarm monitoring; effective January 1, 2025; not to exceed $5,000.00; (No General Fund Impact) State and Federal funding; approved as to form by County Counsel.

Action:

Approve and authorize Chair to ratify and sign an agreement between Plumas County Behavioral Health and Current Electric & Alarm monthly alarm monitoring; effective January 1, 2025; not to exceed $5,000.00

Fiscal Impact:

No General Fund Impact) State and Federal funding

Attachments:
1. 4704 FINAL

Services Agreement

This Agreement is made by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its Behavioral Health Department (hereinafter referred to as "County"), and Current Electric & Alarm Inc., (hereinafter referred to as "Contractor").

The parties agree as follows:

1. Scope of Work. Contractor shall provide the County with services as set forth in Exhibit A, attached hereto.

2. Compensation. County shall pay Contractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed FIVE-THOUSAND DOLLARS AND 00/100 ($5,000.00).

3. Term. The term of this agreement commences January 1, 2025, and shall remain in effect through December 31, 2026, unless terminated earlier pursuant to this Agreement. County's Board of Supervisors hereby ratifies and approves for payment, services provided by Contractor from January 1, 2025, to the date of approval of this Agreement by the Board of Supervisors.

4. Termination. Either party may terminate this agreement by giving thirty (30) days written notice to the other party.

5. Non-Appropriation of Funds. It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, the County shall have no liability to pay any further funds whatsoever to Contractor or furnish any other consideration under this Agreement and Contractor shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either cancel this Agreement with no further liability incurring to the County or offer an amendment to Contractor to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution. Contractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.

6. Warranty and Legal Compliance. The services provided under this Agreement are non-exclusive and shall be completed promptly and competently. Contractor shall guarantee all parts and labor for a period of one year following the expiration of the term of this Agreement unless otherwise specified in Exhibit A. Contractor agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding

conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.

7. Amendment. This Agreement may be amended at any time by mutual agreement of the parties, expressed in writing and duly executed by both parties. No alteration of the terms of this Agreement shall be valid or binding upon either party unless made in writing and duly executed by both parties.

8. Indemnification. To the furthest extent permitted by law (including without limitation California Civil Code Sections 2782 and 2782.8, if applicable), County shall not be liable for, and Contractor shall defend and indemnify County and its officers, agents, employees, and volunteers (collectively "County Parties"), against any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics; liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorney's fees and court costs (hereinafter collectively referred to as "Claims"), which arise out of or are in any way connected to the work covered by this Agreement arising either directly or indirectly from any act, error, omission or negligence of Contractor or its officers, employees, agents, contractors, licensees or servants, including, without limitation, Claims caused by the concurrent negligent act, error or omission, whether active or passive of County Parties. Contractor shall have no obligation, however, to defend or indemnify County Parties from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of County Parties. The obligations of this indemnity shall be for the full amount of all damage to County, including defense costs, and shall not be limited by any insurance limits.

9. Insurance. Contractor agrees to maintain the following insurance coverage throughout the term of this Agreement:

   a. Commercial general liability (and professional liability, if applicable to the services provided) coverage, with minimum per occurrence limit of the greater of (i) the limit available on the policy, or (ii) one million dollars ($1,000,000).

   b. Automobile liability coverage (including non-owned automobiles), with minimum bodily injury limit of the greater of (i) the limit available on the policy, or (ii) two-hundred fifty thousand dollars ($250,000) per person and five hundred thousand dollars ($500,000) per accident, as well as a minimum property damage limit of the greater of (i) the limit available on the policy, or (ii) fifty thousand dollars ($50,000) per accident.

   c. Each policy of commercial general liability (and professional liability, if applicable to the services provided) coverage and automobile liability coverage (including non-owned automobiles) shall meet the following requirements:

      i. Each policy shall be endorsed to name the County, its officers, officials, employees, representatives and agents (collectively, for the purpose of this

section 9, the "County") as additional insureds. The Additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13; and

ii. All coverage available under such policy to Contractor, as the named insured, shall also be available and applicable to the County, as the additional insured; and

iii. All of Contractor's available insurance proceeds in excess of the specified minimum limits shall be available to satisfy any and all claims of the County, including defense costs and damages; and

iv. Any insurance limitations are independent of and shall not limit the indemnification terms of this Agreement; and

v. Contractor's policy shall be primary insurance as respects the County, its officers, officials, employees, representatives and agents, and any insurance or self-insurance maintained by the County, its officers, officials, employees, representatives and agents shall be in excess of the Contractor's insurance and shall not contribute with it, and such policy shall contain any endorsements necessary to effectuate this provision. The primary and non-contributory endorsement shall be at least as broad as ISO Form 20 01 04 13; and

vi. To the extent that Contractor carries any excess insurance policy applicable to the work performed under this Agreement, such excess insurance policy shall also apply on a primary and non-contributory basis for the benefit of the County before the County's own primary insurance policy or self-insurance shall be called upon to protect it as a named insured, and such policy shall contain any endorsements necessary to effectuate this provision.

d. Workers Compensation insurance in accordance with California state law.

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

10. Licenses and Permits. Contractor represents and warrants to County that it or its principals have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required for Contractor to practice its profession and to perform its duties and obligations under this Agreement. Contractor represents and warrants to County that Contractor shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required for

Contractor or its principals to practice its professions and to perform its duties and obligations under this Agreement.

11. Relationship of Parties. It is understood that Contractor is not acting hereunder as an employee of the County, but solely as an independent contractor. Contractor, by virtue of this Agreement, has no authority to bind, or incur any obligation on behalf of, County. Except as expressly provided in this Agreement, Contractor has no authority or responsibility to exercise any rights or power vested in County. It is understood by both Contractor and County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or joint venture.

12. Assignment. Contractor may not assign, subcontract, sublet, or transfer its interest in this Agreement without the prior written consent of the County.

13. Non-discrimination. Contractor agrees not to discriminate in the provision of service under this Agreement on the basis of race, color, religion, marital status, national origin, ancestry, sex, sexual orientation, physical or mental handicap, age, or medical condition.

14. Choice of Law. The laws of the State of California shall govern this agreement.

15. Interpretation. This agreement is the result of the joint efforts of both parties and their attorneys. The agreement and each of its provisions will be interpreted fairly, simply, and not strictly for or against either party.

16. Integration. This Agreement constitutes the entire understanding between the parties respecting the subject matter contained herein and supersedes any and all prior oral or written agreements regarding such subject matter.

17. Severability. The invalidity of any provision of this Agreement, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.

18. Headings. The headings and captions contained in this Agreement are for convenience only, and shall be of no force or effect in construing and interpreting the provisions of this Agreement.

19. Waiver of Rights. No delay or failure of either party in exercising any right, and no partial or single exercise of any right, shall be deemed to constitute a waiver of that right or any other right.

20. Conflict of Interest. The parties to this Agreement have read and are aware of the provisions of Government Code section 1090 *et seq*. and section 87100 *et seq*. relating to conflicts of interest of public officers and employees. Contractor represents that it is unaware of any financial or economic interest of any public officer or employee of County relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement and is later discovered by the County, the County may immediately terminate this Agreement by giving written notice to Contractor.

21. Notice Addresses. All notices under this Agreement shall be effective only if made in writing and delivered by personal service or by mail and addressed as follows. Either party may, by written notice to the other, change its own mailing address.

County:

Sharon Sousa, LMFT
Plumas County Behavioral Health Director
270 County Hospital Road., Suite 109
Quincy, CA 95971

Contractor:

Alan Vaughan, CEO/CFO
Current Electric & Alarm, Inc.
5031 Grizzly Road
Portola, CA 96122
(530) 832-0190
wercurrent@gmail.com

22. Time of the Essence. Time is hereby expressly declared to be of the essence of this Agreement and of each and every provision thereof, and each such provision is hereby made and declared to be a material, necessary, and essential part of this Agreement.

23. Contract Execution. Each individual executing this Agreement on behalf of Contractor represents that he or she is fully authorized to execute and deliver this Agreement.

24. Ukraine Sanctions. Pursuant to Executive Order N-6-22 Contractor is aware that as a compliance with the economic sanctions imposed in response to Russia's actions in Ukraine is required, including with respect to, but not limited to, the federal executive orders identified in the EO and the sanctions identified on the U.S. Department of the Treasury website (https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions). Failure to comply may result in the termination of this agreement.

25. Suspension and Debarment. The County does not employ vendors or contractors who are listed on the National World Wide Web Site System for Award Management (sam.gov) by Federal General Services Administration (GSA) for the purpose of disseminating information on parties that are debarred from receiving Federal contracts, certain subcontracts, and certain Federal financial and nonfinancial assistance and benefits, pursuant to the provisions of 31 U.S.C. 6101, note, E.O. 12549, E.O. 12689, 48 CFR 9.404, and each agency's codification of the Common Rule for Non-procurement suspension and debarment.

a. This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R.§ 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

b. The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

c. This certification is a material representation of fact relied upon by the County. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

d. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any Contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

26. Retention of Records. If the maximum compensation payable under section 2 of this Agreement exceeds $10,000, then, pursuant to California Government Code section 8546.7, the performance of any work under this Agreement is subject to the examination and audit of the State Auditor at the request of the County or as part of any audit of the County for a period of three years after final payment under the Agreement. Each party hereto shall retain all records relating to the performance and administration of this Agreement for three years after final payment hereunder, and Contractor agrees to provide such records either to the County or to the State Auditor upon the request of either the State Auditor or the County.

27. Conflicts. In the event of any conflict between the terms of this Agreement and the terms of any exhibit hereto, the terms of this Agreement shall control, and the conflicting term of the exhibit shall be given no effect. Any limitation of liability contained in an attached exhibit shall be null and void.

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

CONTRACTOR:
Current Electric & Alarm, Inc.

By:_____
Name: Alan Vaughan
Title: Chief Executive Officer/Chief Financial Officer/Secretary
Date signed:

COUNTY:

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

By:_____
Name: Sharon Sousa, LMFT
Title: Behavioral Health Director
Date signed:

By:_____
Name: Kevin Goss
Title: Chair, Board of Supervisors
Date signed:

ATTEST:

_____
Name: Allen Hiskey
Title: Clerk of the Board
Date signed:

Approved as to form:
Craig Settlemire
Counsel

EXHIBIT A - SCOPE OF WORK

Monthly alarm monitoring for Wellness Centers

Plumas County Behavioral Health & Wellness Center -Chester
372 Main St.
Chester, CA. 96020

Plumas County Behavioral Health Wellness Center -Quincy
455 Main St.
Quincy, CA. 95971

Plumas County Behavioral Health & Wellness Center -Portola
280. E. Sierra
Portola, CA.

EXHIBIT B - FEE SCHEDULE

Plumas County Behavioral Health & Wellness Center -Chester
372 Main St.
Chester, CA. 96020
Monthly alarm monitoring $50.00

Plumas County Behavioral Health & Wellness Center -Portola
280. E. Sierra
Portola, CA.
Monthly alarm monitoring $50.00

Plumas County Behavioral Health Center -Quincy
455 W. Main Street
Quincy, CA. 95971
Monthly alarm monitoring $50.00

Service Calls $150.00 hourly

Total monthly monitoring for 3 locations

INVOICING AND PAYMENT:

A. For services satisfactorily rendered, and upon receipt and approval of the invoice(s), the County of Plumas agrees to compensate the Contractor:

B. Invoice(s) Shall:
   a) Include backup documentation to support the invoice.
   b) Bear the Contractors name, exactly as shown on the Agreement.
   c) Bear the Contractor Agreement Number.
   d) Identify the expense, billing and/or performance period covered on invoice
   e) Invoice(s) must be signed by authorized personnel.

C. Invoice(s) shall be submitted to the Project Representative listed in this Agreement under General Provisions, 6.4 Notices.

COUNTY SHALL NOT BE LIABLE FOR PAYMENT OF SERVICES BY SUBCONTRACTOR FOR ANY CLIENTS FOR WHOM THE PLUMAS COUNTY BEHAVIORAL HEALTH DEPARTMENT DIRECTOR OR ADMINISTRATIVE SERVICES OFFICER HAS NOT GIVEN PRIOR WRITTEN AUTHORIZATION.

PLUMAS COUNTY
FACILITY SERVICES
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Nick Collin, Facilities Director**
MEETING DATE:	**February 4, 2025**
SUBJECT:	**Approve and authorize Chair to sign an agreement between Plumas County Facility Services and Kunsman Fence Co.; effective 02/04/2025); not to exceed $46,664.00; (General Fund Impact) as approved in recommended (FY24/25) budget 2012054 / 540110); approved as to form by County Counsel.**

Recommendation:

Approve and authorize Chair to sign an agreement between Plumas County Facility Services and Kunsman Fence Co

Background and Discussion:

This contract is to replace aged and failing backstop fence and gates at Rotary Field baseball field.

Action:

Approve and authorize Chair to sign an agreement between Plumas County Facility Services and Kunsman Fence Co.

Fiscal Impact:

General Fund Impact not to exceed $46,664.00 as approved in recommended (FY24/25) budget 2012054 / 540110

Attachments:

1. 4488 FINAL Kunsman Fence Co.

Construction Agreement

This Agreement is made by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its **Facility Services & Airports** department (hereinafter referred to as "County"), and **Tom Burnett, a sole proprietor, doing business as Kunsman Fence Co.** (hereinafter referred to as "Contractor").

The parties agree as follows:

1. Scope of Work. Contractor shall provide the County with materials and services as set forth in Exhibit A, attached hereto (hereinafter referred to as the "Work").

2. Compensation. County shall pay Contractor for the Work in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed **Two Thousand One Hundred Dollars and 00/100** ($2,100.00) (hereinafter referred to as the "Contract Amount"), unless the Contract Amount has been adjusted pursuant to Section 15 of this Agreement.

3. Commencement and Term. The date of commencement of the Work shall be the date of execution of this Agreement. Contractor shall complete the Work no later than **June 30**, **2025**, subject to adjustment as stated in Sections 15 and 16.

4. Termination.

    a. By County for Cause. The County may immediately terminate this Agreement for cause, upon written notice to Contractor, if Contractor (i) does not supply sufficient skilled workers or materials to ensure the timely and competent performance of the Work; (ii) fails to make payment to subcontractors for materials or labor in accordance with the respective agreements between Contractor and the subcontractors; (iii) violates any law, ordinance, rule, regulation, or order of a public authority having jurisdiction over Contractor, the County, or this Agreement; or (iv) has committed any other substantial breach of this Agreement. If the County terminates this Agreement for cause, then Contractor shall not be entitled to receive further payment from the County other than for the value of the services and materials previously provided to the County under this Agreement.

    b. County's Remedies. Upon terminating this Agreement for cause, County may, without prejudice to any other rights or remedies held by the County under this Agreement or applicable law, take possession of the site and all materials thereon owned by Contractor, and finish the Work by what whatever reasonable method the County deems appropriate. If the County's cost of finishing the Work under this paragraph exceeds the unpaid balance of the Contract Amount, Contractor shall pay the difference to the County. This obligation for payment shall survive the termination of this Agreement.

c. By County for Convenience. The County may, at any time, terminate this Agreement for convenience and without cause. After terminating this Agreement for convenience, the County shall pay Contractor the value of the services and materials previously provided to the County under this Agreement as well as the costs incurred by Contractor by reason of such termination.

d. By Contractor. If the County fails to make payment as provided in Exhibit B for a period of at least thirty (30) days after the date such payment is due and payable, then Contractor may, upon seven (7) additional days' written notice to the County, terminate this Agreement. Upon such termination, County shall pay Contractor for any Work performed prior to termination as well as the costs incurred by Contractor by reason of such termination.

5. County's Right to Stop and Correct Work. County may direct the Contractor in writing to stop performing the Work until Contractor corrects previously performed Work that is not in accordance with this Agreement, as determined by the County in its sole discretion. If Contractor does not commence and continue correction with diligence and promptness within seven (7) days after receiving written notice from the County to do so, the County may, without prejudice to any other rights or remedies held by the County under this Agreement or applicable law, correct the Work by what whatever reasonable method the County deems appropriate. In such case, the Contract Amount shall be adjusted to deduct the cost of this correction.

6. Supervision. Contractor shall supervise and direct the Work, using Contractor's best skill and attention. Contractor shall be solely responsible for and have control over the means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work. As soon as practicable after execution of this Agreement, Contractor shall furnish in writing to the County the names of any subcontractors or suppliers Contractor intends to engage in performance of the Work. Contractor shall not contract with any subcontractor or supplier to whom the County has made a timely and reasonable objection.

7. Labor and Materials. Unless otherwise provided in this Agreement, Contractor shall provide and pay for all labor, materials, equipment, tools, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work. Contractor shall enforce strict discipline and good order among Contractor's employees and other persons performing the Work. Contractor shall not employ unfit persons to perform the Work or assign persons to perform tasks related to the Work that these persons are not properly skilled to perform.

8. Warranty. Contractor warrants to the County that: (1) materials and equipment furnished under this Agreement will be new and of good quality unless otherwise required or permitted under this Agreement; (2) the Work will be free from defects not inherent in the quality required or permitted; and (3) the Work will conform to the requirements of this Agreement. Contractor shall, for a period of one year after substantial completion of the Work, correct Work not conforming to the requirements of this Agreement. If Contractor fails to correct nonconforming Work within a reasonable time, the County

may correct the Work, and Contractor shall pay the cost of such correction to the County within fifteen (15) days of Contractor's receipt of County's written request for such payment. This obligation for payment shall survive the termination of this Agreement.

9. Taxes. Contractor shall pay any sales, consumer, use, and similar taxes with respect to the materials and services furnished by Contractor under this Agreement.

10. Permits and Fees. Contractor shall obtain any permits, licenses, and inspections necessary for proper execution and completion of the Work. Fees incurred by Contractor with respect to these permits, licenses, and inspections shall be reimbursed by the County.

11. Legal Notices. Contractor shall comply with any notices issued by any government agencies having jurisdiction over the Work. Contractor shall give any notices required by any government agencies having jurisdiction over the Work. If Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, then Contractor shall assume full responsibility for such Work and shall bear any costs attributable to such Work.

12. Use of Site. Contractor shall confine its operations at the Work site to areas permitted by law, ordinances, this Agreement, and the County.

13. Cutting and Patching. Contractor shall be responsible for any cutting, fitting, or patching required to complete the Work or to make its parts fit together properly.

14. Clean Up. Contractor shall keep the premises and surrounding area free from accumulation of debris and trash related to the Work. At the completion of the Work, Contractor shall remove its tools, equipment, machinery, and surplus material, and shall properly dispose of waste materials.

15. Changes in the Work. The County, without invalidating this Agreement, may approve changes in the Work within the general scope of this Agreement, consisting of additions, deletions, or other revisions. The Contract Amount and the time for completion of the Work under Section 3 shall be adjusted in writing to account for such changes, upon mutual agreement of the County and Contractor.

16. Delays in Performance. If Contractor is delayed at any time in the progress of the Work by fire, unusual delay in deliveries, unavoidable casualties, or other causes beyond Contractor's control, then the time for completion of the Work under Section 3 shall be equitably adjusted.

17. Protection of Persons and Property. Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs, including all those required by law in connection with performance of the Work. Contractor shall take reasonable precautions to prevent damage, injury, or loss to employees performing the Work, the Work itself and materials and equipment to be incorporated therein, and other property at the Work site or adjacent thereto. Contractor shall promptly remedy damage

and loss to property caused in whole or in part by Contractor, its officers, employees, agents, contractors, licensees or servants.

18. Tests and Inspections. Contractor shall arrange and bear the cost of tests, inspections, and approvals of any portion of the Work required by this Agreement or by laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities.

19. Prevailing Wage. Contractor shall comply with all provisions of the California Public Contract Code and the California Labor Code, including, without limitation, payment of prevailing wage rates to all covered employees of Contractor and any subcontractors pursuant to California Labor Code Sections 1770 through 1780, inclusive. Pursuant to Section 1773 of the California Labor Code, the general prevailing wage rates in the county in which the work is to be done have been determined by the Director of the California Department of Industrial Relations. These wage rates for this project are in the book entitled, "Special Provisions, Notice to Contractors, Proposal and Contract." Addenda to modify wage rates, if necessary, will be issued to holders of the above referenced book. Future effective general prevailing wage rates, which have been predetermined, and are on file with the California Department of Industrial Relations, are referenced but not printed in the general prevailing wage rates. Pursuant to Section 1773.2 of the California Labor Code, General Prevailing Wage Rates included in the book entitled, "Special Provisions, Notice to Contractors. Proposal and Contract" shall be posted by Contractor at a prominent place at the site of the work.

20. Legal Compliance. Contractor agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.

21. Amendment. This Agreement may be amended at any time by mutual agreement of the parties, expressed in writing and duly executed by both parties. No alteration of the terms of this Agreement shall be valid or binding upon either party unless made in writing and duly executed by both parties.

22. Indemnification. To the furthest extent permitted by law (including without limitation California Civil Code Sections 2782 and 2782.8, if applicable), County shall not be liable for, and Contractor shall defend and indemnify County and its officers, agents, employees and volunteers (collectively 'County Parties'), against any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorneys' fees and court costs (hereinafter collectively referred to as ('Claims"), which arise out of or are in any way connected to the work covered by this Agreement arising either directly or indirectly from any act, error, omission or negligence of Contractor or its officers, employees, agents, contractors, licensees or servants, including, without limitation, claims caused by the concurrent negligent act, error or omission, of County Parties. However, Contractor shall have no obligation to defend or indemnify County Parties against claims caused by the active negligence, sole negligence or willful misconduct of County Parties.

23. Insurance. Contractor agrees to maintain the following insurance coverage throughout the term of this Agreement:

a. Commercial general liability (and professional liability, if applicable to the services provided) coverage, with minimum per occurrence limit of the greater of (i) the limit available on the policy, or (ii) one million dollars ($1,000,000).

b. Automobile liability coverage (including non-owned automobiles), with minimum bodily injury limit of the greater of (i) the limit available on the policy, or (ii) two-hundred fifty thousand dollars ($250,000) per person and five hundred thousand dollars ($500,000) per accident, as well as a minimum property damage limit of the greater of (i) the limit available on the policy, or (ii) fifty thousand dollars ($50,000) per accident.

c. Each policy of commercial general liability (and professional liability, if applicable to the services provided) coverage and automobile liability coverage (including non-owned automobiles) shall meet the following requirements:

i. Each policy shall be endorsed to name the County, its officers, officials, employees, representatives and agents (collectively, for the purpose of this section 9, the "County") as additional insureds. The Additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13; and

ii. All coverage available under such policy to Contractor, as the named insured, shall also be available and applicable to the County, as the additional insured; and

iii. All of Contractor's available insurance proceeds in excess of the specified minimum limits shall be available to satisfy any and all claims of the County, including defense costs and damages; and

iv. Any insurance limitations are independent of and shall not limit the indemnification terms of this Agreement; and

v. Contractor's policy shall be primary insurance as respects the County, its officers, officials, employees, representatives and agents, and any insurance or self-insurance maintained by the County, its officers, officials, employees, representatives and agents shall be in excess of the Contractor's insurance and shall not contribute with it, and such policy shall contain any endorsements necessary to effectuate this provision. The primary and non-contributory endorsement shall be at least as broad as ISO Form 20 01 04 13; and

vi. To the extent that Contractor carries any excess insurance policy applicable to the work performed under this Agreement, such excess

insurance policy shall also apply on a primary and non-contributory basis for the benefit of the County before the County's own primary insurance policy or self-insurance shall be called upon to protect it as a named insured, and such policy shall contain any endorsements necessary to effectuate this provision.

d. Workers Compensation insurance in accordance with California state law.

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

24. Licenses and Permits. Contractor represents and warrants to County that it or its principals have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required for Contractor to practice its profession and to perform its duties and obligations under this Agreement. Contractor represents and warrants to County that Contractor shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required for Contractor or its principals to practice its professions and to perform its duties and obligations under this Agreement. In particular, Contractor represents that it holds a current and active license as a Class **C13 Fencing** contractor, issued by the State of California, No. **263770**.

25. Relationship of Parties. It is understood that Contractor is not acting hereunder as an employee of the County, but solely as an independent contractor. Contractor, by virtue of this Agreement, has no authority to bind, or incur any obligation on behalf of, County. Except as expressly provided in this Agreement, Contractor has no authority or responsibility to exercise any rights or power vested in County. It is understood by both Contractor and County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or joint venture. Contractor shall secure, at its expense, and be responsible for any and all payments of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Contractor and its officers, agents, and employees.

26. Assignment. Contractor may not assign, subcontract, sublet, or transfer its interest in this Agreement without the prior written consent of the County.

27. Non-discrimination. Contractor agrees not to discriminate in the provision of service under this Agreement on the basis of race, color, religion, marital status, national origin, ancestry, sex, sexual orientation, physical or mental handicap, age, or medical condition.

28. Choice of Law. The laws of the State of California shall govern this agreement and venue for any dispute shall lie in Plumas County, California.

29. Interpretation. This agreement is the result of the joint efforts of both parties and their attorneys. The agreement and each of its provisions will be interpreted fairly, simply, and not strictly for or against either party.

30. Integration. This Agreement constitutes the entire understanding between the parties respecting the subject matter contained herein and supersedes any and all prior oral or written agreements regarding such subject matter.

31. Severability. The invalidity of any provision of this Agreement, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.

32. Headings. The headings and captions contained in this Agreement are for convenience only, and shall be of no force or effect in construing and interpreting the provisions of this Agreement.

33. Waiver of Rights. No delay or failure of either party in exercising any right, and no partial or single exercise of any right, shall be deemed to constitute a waiver of that right or any other right.

34. Third Party Beneficiaries. This Agreement is entered into for the sole benefit of the County and Contractor, and no other parties are intended to be direct or indirect or incidental beneficiaries of this Agreement, and no third party shall have any right in, under, or to this Agreement.

35. Conflict of Interest. The parties to this Agreement have read and are aware of the provisions of Government Code section 1090 *et seq*. and section 87100 *et seq*. relating to conflicts of interest of public officers and employees. Contractor represents that it is unaware of any financial or economic interest of any public officer or employee of County relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement and is later discovered by the County, the County may immediately terminate this Agreement by giving written notice to Contractor.

36. Notice Addresses. All notices under this Agreement shall be effective only if made in writing and delivered by personal service or by mail and addressed as follows. Either party may, by written notice to the other, change its own mailing address.

County:

Facility Services & Airports
County of Plumas
198 Andy's Way
Quincy, CA 95971
Attention: JD Moore, Interim Director

Contractor:

Kunsman Fence Co.
P.O. Box 2024
Portola, CA 96122
Attention: Tom Burnett, Owner

37. Time of the Essence. Time is hereby expressly declared to be of the essence of this Agreement and of each and every provision thereof, and each such provision is hereby made and declared to be a material, necessary, and essential part of this Agreement.

38. Contract Execution. Each individual executing this Agreement on behalf of Contractor represents that he or she is fully authorized to execute and deliver this Agreement.

39. Retention of Records. If the maximum compensation payable under section 2 of this Agreement exceeds $10,000, then, pursuant to California Government Code section 8546.7, the performance of any work under this Agreement is subject to the examination and audit of the State Auditor at the request of the County or as part of any audit of the County for a period of three years after final payment under the Agreement. Each party hereto shall retain all records relating to the performance and administration of this Agreement for three years after final payment hereunder, and Contractor agrees to provide such records either to the County or to the State Auditor upon the request of either the State Auditor or the County.

40. Non-Appropriation of Funds. It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, the County shall have no liability to pay any further funds whatsoever to Contractor or furnish any other consideration under this Agreement and Contractor shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either cancel this Agreement with no further liability incurring to the County, or offer an amendment to Contractor to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution. Contractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.

41. Conflicts. In the event of any conflict between the terms of this Agreement and the terms of any exhibit hereto, the terms of this Agreement shall control, and the conflicting term of the exhibit shall be given no effect. Any limitation of liability contained in an attached exhibit shall be null and void.

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

CONTRACTOR:

Tom Burnett, a sole proprietor, dba Kunsman Fence Co.

_____
Name: Tom Burnett
Title: Owner
Date signed:

COUNTY:

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

By:_____
Name: Nick Collin
Title: Director of Facilities and Airports
Date signed:

Approved as to form:
Craig Settlemire
Counsel

EXHIBIT A

Scope of Work

1. A. Remove approximately 40 lineal feet of damaged 6' high chain link fence with barbed wire and replace with new posts and 6 foot high chain link and barbed wire, stretch and tie as needed.

   B. All metal posts set in concrete.

   C. Tear out and haul away old materials.

2. Provide and pay for all labor, materials, taxes, and insurance.

3. All Work shall be done in a safe and workmanlike matter to industry standards and all applicable state and federal laws and regulations.

EXHIBIT B

Fee Schedule

1. **Contractor to be paid upon completion of job.**

2. The Contract Amount, including authorized adjustments, is the maximum amount payable by the County to Contractor for performance of the Work under this Agreement. No additional amounts will be paid to Contractor for performance of the Work except as expressly stated in this Agreement.

3. Contractor shall promptly pay each subcontractor and supplier, upon receipt of payment from the County, an amount determined in accordance with the terms of the applicable subcontracts and purchase orders.

4. The County shall not have any responsibility to make payments to any subcontractor or supplier.

5. Any payment to Contractor or any partial or entire use or occupancy of the Work by the County shall not constitute acceptance of Work not in accordance with the requirements of this Agreement.

6. Acceptance of payment by Contractor, a subcontractor, or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of payment.

PLUMAS COUNTY
FACILITY SERVICES
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Nick Collin, Facilities Director**
MEETING DATE:	**February 4, 2025**
SUBJECT:	**Approve and authorize Chair to sign an agreement between Plumas County Facility Services and American Window & Door Systems for window replacement at Portola library; effective 2/4/2025; not to exceed $102,000.00; (General Fund Impact) as approved in recommended (FY24/25) budget (2012054 / 540110); approved as to form by County Counsel.**

Recommendation:
Approve and authorize Chair to sign an agreement between Plumas County Facility Services and American Window & Door Systems for window replacement at Portola library

Background and Discussion:
The windows at the Portola Library are in disrepair and this contract is to replace them with dual pane windows throughout the building.

Action:

Approve and authorize Chair to sign an agreement between Plumas County Facility Services and American Window & Door Systems

Fiscal Impact:

(General Fund Impact) as approved in (FY24/25) recommended budget.

Attachments:
1. 4667 FINAL Porrtola Library Windows

Construction Agreement

This Agreement is made by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its **Facility Services and Airports** department (hereinafter referred to as "County"), and **American Window & Door Systems, Inc.** (hereinafter referred to as "Contractor").

The parties agree as follows:

1. Scope of Work. Contractor shall provide the County with materials and services as set forth in Exhibits A and B attached hereto (hereinafter referred to as the "Work").

2. Compensation. County shall pay Contractor for the Work in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed **One Hundred Two Thousand Dollars and 0/100 Cents ($102,000.00)** (hereinafter referred to as the "Contract Amount"), unless the Contract Amount has been adjusted pursuant to Section 15 of this Agreement.

3. Commencement and Term. The date of commencement of the Work shall be the date of execution of this Agreement. Contractor shall complete the Work no later than **June 30th, 2025**, subject to adjustment as stated in Sections 15 and 16.

4. Termination.

   a. By County for Cause. The County may immediately terminate this Agreement for cause, upon written notice to Contractor, if Contractor (i) does not supply sufficient skilled workers or materials to ensure the timely and competent performance of the Work; (ii) fails to make payment to subcontractors for materials or labor in accordance with the respective agreements between Contractor and the subcontractors; (iii) violates any law, ordinance, rule, regulation, or order of a public authority having jurisdiction over Contractor, the County, or this Agreement; or (iv) has committed any other substantial breach of this Agreement. If the County terminates this Agreement for cause, then Contractor shall not be entitled to receive further payment from the County other than for the value of the services and materials previously provided to the County under this Agreement.

   b. County's Remedies. Upon terminating this Agreement for cause, County may, without prejudice to any other rights or remedies held by the County under this Agreement or applicable law, take possession of the site and all materials thereon owned by Contractor, and finish the Work by what whatever reasonable method the County deems appropriate. If the County's cost of finishing the Work under this paragraph exceeds the unpaid balance of the Contract Amount, Contractor shall pay the difference to the County. This obligation for payment shall survive the termination of this Agreement.

c. By County for Convenience. The County may, at any time, terminate this Agreement for convenience and without cause. After terminating this Agreement for convenience, the County shall pay Contractor the value of the services and materials previously provided to the County under this Agreement as well as the costs incurred by Contractor by reason of such termination.

d. By Contractor. If the County fails to make payment as provided in Exhibit B for a period of at least thirty (30) days after the date such payment is due and payable, then Contractor may, upon seven (7) additional days' written notice to the County, terminate this Agreement. Upon such termination, County shall pay Contractor for any Work performed prior to termination as well as the costs incurred by Contractor by reason of such termination.

5. County's Right to Stop and Correct Work. County may direct the Contractor in writing to stop performing the Work until Contractor corrects previously performed Work that is not in accordance with this Agreement, as determined by the County in its sole discretion. If Contractor does not commence and continue correction with diligence and promptness within seven (7) days after receiving written notice from the County to do so, the County may, without prejudice to any other rights or remedies held by the County under this Agreement or applicable law, correct the Work by what whatever reasonable method the County deems appropriate. In such case, the Contract Amount shall be adjusted to deduct the cost of this correction.

6. Supervision. Contractor shall supervise and direct the Work, using Contractor's best skill and attention. Contractor shall be solely responsible for and have control over the means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work. As soon as practicable after execution of this Agreement, Contractor shall furnish in writing to the County the names of any subcontractors or suppliers Contractor intends to engage in performance of the Work. Contractor shall not contract with any subcontractor or supplier to whom the County has made a timely and reasonable objection.

7. Labor and Materials. Unless otherwise provided in this Agreement, Contractor shall provide and pay for all labor, materials, equipment, tools, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work. Contractor shall enforce strict discipline and good order among Contractor's employees and other persons performing the Work. Contractor shall not employ unfit persons to perform the Work or assign persons to perform tasks related to the Work that these persons are not properly skilled to perform.

8. Warranty. Contractor warrants to the County that: (1) materials and equipment furnished under this Agreement will be new and of good quality unless otherwise required or permitted under this Agreement; (2) the Work will be free from defects not inherent in the quality required or permitted; and (3) the Work will conform to the requirements of this Agreement. Contractor shall, for a period of one year after substantial completion of the Work, correct Work not conforming to the requirements of this Agreement. If Contractor fails to correct nonconforming Work within a reasonable time, the County

may correct the Work, and Contractor shall pay the cost of such correction to the County within fifteen (15) days of Contractor's receipt of County's written request for such payment. This obligation for payment shall survive the termination of this Agreement.

9. Taxes. Contractor shall pay any sales, consumer, use, and similar taxes with respect to the materials and services furnished by Contractor under this Agreement.

10. Permits and Fees. Contractor shall obtain any permits, licenses, and inspections necessary for proper execution and completion of the Work. Fees incurred by Contractor with respect to these permits, licenses, and inspections shall be reimbursed by the County.

11. Legal Notices. Contractor shall comply with any notices issued by any government agencies having jurisdiction over the Work. Contractor shall give any notices required by any government agencies having jurisdiction over the Work. If Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, then Contractor shall assume full responsibility for such Work and shall bear any costs attributable to such Work.

12. Use of Site. Contractor shall confine its operations at the Work site to areas permitted by law, ordinances, this Agreement, and the County.

13. Cutting and Patching. Contractor shall be responsible for any cutting, fitting, or patching required to complete the Work or to make its parts fit together properly.

14. Clean Up. Contractor shall keep the premises and surrounding area free from accumulation of debris and trash related to the Work. At the completion of the Work, Contractor shall remove its tools, equipment, machinery, and surplus material, and shall properly dispose of waste materials.

15. Changes in the Work. The County, without invalidating this Agreement, may approve changes in the Work within the general scope of this Agreement, consisting of additions, deletions, or other revisions. The Contract Amount and the time for completion of the Work under Section 3 shall be adjusted in writing to account for such changes, upon mutual agreement of the County and Contractor.

16. Delays in Performance. If Contractor is delayed at any time in the progress of the Work by fire, unusual delay in deliveries, unavoidable casualties, or other causes beyond Contractor's control, then the time for completion of the Work under Section 3 shall be equitably adjusted.

17. Protection of Persons and Property. Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs, including all those required by law in connection with performance of the Work. Contractor shall take reasonable precautions to prevent damage, injury, or loss to employees performing the Work, the Work itself and materials and equipment to be incorporated therein, and other property at the Work site or adjacent thereto. Contractor shall promptly remedy damage

and loss to property caused in whole or in part by Contractor, its officers, employees, agents, contractors, licensees or servants.

18. Tests and Inspections. Contractor shall arrange and bear the cost of tests, inspections, and approvals of any portion of the Work required by this Agreement or by laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities.

19. Prevailing Wage. Contractor shall comply with all provisions of the California Public Contract Code and the California Labor Code, including, without limitation, payment of prevailing wage rates to all covered employees of Contractor and any subcontractors pursuant to California Labor Code Sections 1770 through 1780, inclusive. Pursuant to Section 1773 of the California Labor Code, the general prevailing wage rates in the county in which the work is to be done have been determined by the Director of the California Department of Industrial Relations. These wage rates for this project are in the book entitled, "Special Provisions, Notice to Contractors, Proposal and Contract." Addenda to modify wage rates, if necessary, will be issued to holders of the above referenced book. Future effective general prevailing wage rates, which have been predetermined, and are on file with the California Department of Industrial Relations, are referenced but not printed in the general prevailing wage rates. Pursuant to Section 1773.2 of the California Labor Code, General Prevailing Wage Rates included in the book entitled, "Special Provisions, Notice to Contractors. Proposal and Contract" shall be posted by Contractor at a prominent place at the site of the work.

20. Legal Compliance. Contractor agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.

21. Amendment. This Agreement may be amended at any time by mutual agreement of the parties, expressed in writing and duly executed by both parties. No alteration of the terms of this Agreement shall be valid or binding upon either party unless made in writing and duly executed by both parties.

22. Indemnification. To the furthest extent permitted by law (including without limitation California Civil Code Sections 2782 and 2782.8, if applicable), County shall not be liable for, and Contractor shall defend and indemnify County and its officers, agents, employees and volunteers (collectively 'County Parties'), against any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorneys' fees and court costs (hereinafter collectively referred to as ('Claims"), which arise out of or are in any way connected to the work covered by this Agreement arising either directly or indirectly from any act, error, omission or negligence of Contractor or its officers, employees, agents, contractors, licensees or servants, including, without limitation, claims caused by the concurrent negligent act, error or omission, of County Parties. However, Contractor shall have no obligation to defend or indemnify County Parties against claims caused by the active negligence, sole negligence or willful misconduct of County Parties.

23. Insurance. Contractor agrees to maintain the following insurance coverage throughout the term of this Agreement:

a. Commercial general liability (and professional liability, if applicable to the services provided) coverage, with minimum per occurrence limit of the greater of (i) the limit available on the policy, or (ii) one million dollars ($1,000,000).

b. Automobile liability coverage (including non-owned automobiles), with minimum bodily injury limit of the greater of (i) the limit available on the policy, or (ii) two-hundred fifty thousands dollars ($250,000) per person and five hundred thousand dollars ($500,000) per accident, as well as a minimum property damage limit of the greater of (i) the limit available on the policy, or (ii) fifty thousand dollars ($50,000) per accident.

c. Each policy of commercial general liability (and professional liability, if applicable to the services provided) coverage and automobile liability coverage (including non-owned automobiles) shall meet the following requirements:

i. Each policy shall be endorsed to name the County, its officers, officials, employees, representatives and agents (collectively, for the purpose of this section 9, the "County") as additional insureds. The Additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13; and

ii. All coverage available under such policy to Contractor, as the named insured, shall also be available and applicable to the County, as the additional insured; and

iii. All of Contractor's available insurance proceeds in excess of the specified minimum limits shall be available to satisfy any and all claims of the County, including defense costs and damages; and

iv. Any insurance limitations are independent of and shall not limit the indemnification terms of this Agreement; and

v. Contractor's policy shall be primary insurance as respects the County, its officers, officials, employees, representatives and agents, and any insurance or self-insurance maintained by the County, its officers, officials, employees, representatives and agents shall be in excess of the Contractor's insurance and shall not contribute with it, and such policy shall contain any endorsements necessary to effectuate this provision. The primary and non-contributory endorsement shall be at least as broad as ISO Form 20 01 04 13; and

vi. To the extent that Contractor carries any excess insurance policy applicable to the work performed under this Agreement, such excess

insurance policy shall also apply on a primary and non-contributory basis for the benefit of the County before the County's own primary insurance policy or self-insurance shall be called upon to protect it as a named insured, and such policy shall contain any endorsements necessary to effectuate this provision.

d. Workers Compensation insurance in accordance with California state law.

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

24. Licenses and Permits. Contractor represents and warrants to County that it or its principals have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required for Contractor to practice its profession and to perform its duties and obligations under this Agreement. Contractor represents and warrants to County that Contractor shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required for Contractor or its principals to practice its professions and to perform its duties and obligations under this Agreement. In particular, Contractor represents that it holds a current and active license as a **Class C-17 Glazing Contractor**, issued by the State of California, **No. 1066478**

25. Relationship of Parties. It is understood that Contractor is not acting hereunder as an employee of the County, but solely as an independent contractor. Contractor, by virtue of this Agreement, has no authority to bind, or incur any obligation on behalf of, County. Except as expressly provided in this Agreement, Contractor has no authority or responsibility to exercise any rights or power vested in County. It is understood by both Contractor and County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or joint venture. Contractor shall secure, at its expense, and be responsible for any and all payments of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Contractor and its officers, agents, and employees.

26. Assignment. Contractor may not assign, subcontract, sublet, or transfer its interest in this Agreement without the prior written consent of the County.

27. Non-discrimination. Contractor agrees not to discriminate in the provision of service under this Agreement on the basis of race, color, religion, marital status, national origin, ancestry, sex, sexual orientation, physical or mental handicap, age, or medical condition.

28. Choice of Law. The laws of the State of California shall govern this agreement and venue for any dispute shall lie in Plumas County, California.

29. Interpretation. This agreement is the result of the joint efforts of both parties and their attorneys. The agreement and each of its provisions will be interpreted fairly, simply, and not strictly for or against either party.

30. Integration. This Agreement constitutes the entire understanding between the parties respecting the subject matter contained herein and supersedes any and all prior oral or written agreements regarding such subject matter.

31. Severability. The invalidity of any provision of this Agreement, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.

32. Headings. The headings and captions contained in this Agreement are for convenience only, and shall be of no force or effect in construing and interpreting the provisions of this Agreement.

33. Waiver of Rights. No delay or failure of either party in exercising any right, and no partial or single exercise of any right, shall be deemed to constitute a waiver of that right or any other right.

34. Third Party Beneficiaries. This Agreement is entered into for the sole benefit of the County and Contractor, and no other parties are intended to be direct or indirect or incidental beneficiaries of this Agreement, and no third party shall have any right in, under, or to this Agreement.

35. Conflict of Interest. The parties to this Agreement have read and are aware of the provisions of Government Code section 1090 *et seq*. and section 87100 *et seq*. relating to conflicts of interest of public officers and employees. Contractor represents that it is unaware of any financial or economic interest of any public officer or employee of County relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement and is later discovered by the County, the County may immediately terminate this Agreement by giving written notice to Contractor.

36. Notice Addresses. All notices under this Agreement shall be effective only if made in writing and delivered by personal service or by mail and addressed as follows. Either party may, by written notice to the other, change its own mailing address.

County:

Facility Services and Airports
County of Plumas
198 Andy's Way
Quincy, CA 95971
Attention: Facilities Director

Contractor:

American Window & Door Systems Inc.
1729 Action Avenue
Napa, CA 94559
Attention: Eddy Deniz

37. Time of the Essence. Time is hereby expressly declared to be of the essence of this Agreement and of each and every provision thereof, and each such provision is hereby made and declared to be a material, necessary, and essential part of this Agreement.

38. Contract Execution. Each individual executing this Agreement on behalf of Contractor represents that he or she is fully authorized to execute and deliver this Agreement.

39. Retention of Records. If the maximum compensation payable under section 2 of this Agreement exceeds $10,000, then, pursuant to California Government Code section 8546.7, the performance of any work under this Agreement is subject to the examination and audit of the State Auditor at the request of the County or as part of any audit of the County for a period of three years after final payment under the Agreement. Each party hereto shall retain all records relating to the performance and administration of this Agreement for three years after final payment hereunder, and Contractor agrees to provide such records either to the County or to the State Auditor upon the request of either the State Auditor or the County.

40. Ukraine Sanctions. Pursuant to Executive Order N-6-22 Contractor is aware that as a compliance with the economic sanctions imposed in response to Russia's actions in Ukraine is required, including with respect to, but not limited to, the federal executive orders identified in the EO and the sanctions identified on the U.S. Department of the Treasury website (https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions). Failure to comply may result in the termination of this agreement.

41. Suspension and Debarment. The County does not employ vendors or contractors who are listed on the National World Wide Web Site System for Award Management (sam.gov) by Federal General Services Administration (GSA) for the purpose of disseminating information on parties that are debarred from receiving Federal contracts, certain subcontracts, and certain Federal financial and nonfinancial assistance and benefits, pursuant to the provisions of 31 U.S.C. 6101, note, E.O. 12549, E.O. 12689, 48 CFR 9.404, and each agency's codification of the Common Rule for Non-procurement suspension and debarment.

a. This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R.§ 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

b. The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

c. This certification is a material representation of fact relied upon by the County. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

d. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any Contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

42. Non-Appropriation of Funds. It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, the County shall have no liability to pay any further funds whatsoever to Contractor or furnish any other consideration under this Agreement and Contractor shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either cancel this Agreement with no further liability incurring to the County, or offer an amendment to Contractor to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution. Contractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.

43. Conflicts. In the event of any conflict between the terms of this Agreement and the terms of any exhibit hereto, the terms of this Agreement shall control, and the conflicting term of the exhibit shall be given no effect. Any limitation of liability contained in an attached exhibit shall be null and void.

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

CONTRACTOR:

American Window & Door Systems Inc

By: _____
Name: Eddy Deniz
Title: Chief Executive Officer/Chief Financial Officer

Date signed: _____

COUNTY:

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

By: _____
Name: Kevin Goss
Title: Board Chairman

ATTEST:

By: _____
Name: Allen Hiskey
Title: Clerk of the Board

Approved as to form:

_____
Joshua Brechtel, Attorney
County Counsel's Office

EXHIBIT A

Scope of Work

Portola Library Window Replacement

34 Third Avenue Portola CA 96122

Services to be provided by the contractor to the Plumas County Facility Services and Airports, and the amounts of the services, shall be as follows:

1. **The Contractor shall**
   a. **Verify Window Sizes Prior to Ordering**
   b. **Work to be completed without delay once the project has begun with a 3 week timeline and with the least disruption possible to library patrons as the library will be open during construction. Workdays and hours to be Monday through Friday 7am to 5pm unless prior arrangements are made with Plumas County Facilities. There shall be no openings left at the end of the day for security reasons.**
   c. **Remove trim and save**
   d. **Cut siding so as to completely remove existing windows including fin and save siding strips for replacement**
   e. **Remove and properly dispose of existing windows**
   f. **Install New Milgard Style Line V250 windows, black exterior, white interior with fin, seal and caulk, replace siding strips, replace trim and caulk trim.**
   g. **Clean up and remove all unused material and waste from project**
   h. **All work to be done in a safe and workmanlike manner to industry standards**
   i. **All work will comply with the California Building and all applicable state and federal laws and regulations**

Portola Window Sizes and Quantity

To be verified by contractor prior to ordering.

1. 36”x48” PW Tempered
2. 48”x48” PW
3. 36”x36” Casement
4. 24”x48” PW Tempered
5. 48”x48” PW Tempered
6. 48”x48” PW Tempered
7. 36”x36” PW
8. 18”x36” PW
9. 36”x36” PW
10. 36”x36” PW
11. 36”x36” PW
12. 36”x36” PW
13. 36”x36” PW
14. 18”x36” PW
15. 36”x36” PW
16. 36”x36” PW
17. 36”x36” PW
18. 36”x18” PW
19. 36”x18” PW
20. 36”x18” PW
21. 48”x36” PW
22. 18”x36” PW
23. 69”x69” PW
24. 36”x36” PW
25. 36”x69” PW
26. 48”x24” PW
27. 48”x24” PW
28. 48”x24” Casement
29. 21”x24” PW
30. 72”x45” PW
31. 72”x72” PW
32. 21”x24” PW
33. 48”x24” Casement

34. 72”x45” PW
35. 24”x72” PW
36. 48”x48” PW
37. 48”x48” PW
38. 16”x48” PW
39. 48”x48” PW
40. 16”x48” PW
41. 60”x60” PW
42. 39”x16” Tempered Transom
43. 48”x24” PW
44. 48”x24” PW
45. 48”x24” PW
46. 48”x24” PW
47. 48”x60” PW
48. 60”x60” PW
49. 72”x24” PW
50. 72”x24” PW
51. 72”x24” PW
52. 72”x24” PW
53. 72”x24” PW
54. 72”x24” PW
55. 72”x24” PW
56. 69”x69” PW

EXHIBIT B

The Contract Amount, $102,000.00 including authorized adjustments, is the maximum amount payable by the County to Contractor for performance of the Work under this Agreement. No additional amounts will be paid to Contractor for performance of the Work except as expressly stated in this Agreement. Payment to be made at completion of window installation.

1. Contractor shall promptly pay each subcontractor and supplier, upon receipt of payment from the County, an amount determined in accordance with the terms of the applicable subcontracts and purchase orders.

2. The County shall not have any responsibility to make payments to any subcontractor or supplier.

3. Any payment to Contractor or any partial or entire use or occupancy of the Work by the County shall not constitute acceptance of Work not in accordance with the requirements of this Agreement.

4. Acceptance of payment by Contractor, a subcontractor, or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of payment.

AMERICAN WINDOW & DOOR SYSTEMS, INC

1729 Action Avenue, Napa, CA 94559 707-217-9341 eddy@amwinsys.com

BIDDER: AMERICAN WINDOW & DOOR SYSTEMS INC.

CSLB: **Classification C-17 1066478** Bid Date: 12/12/2024
DIR NO: **1000853023**
Project: **Portola Library Window Replacement**
Addenda: N/A

To: **Plumas County Department of Facility Services and Airports**

Attn: **Nick Collin**

BID ITEM: REMOVE AND REPLACE WINDOWS		
Specification Section: Per Specifications and As Noted Below		
Quantity	**Description**	**Total**
56	REMOVE AND REPLACE 56 WINDOWS PER INVITIATION TO BID Milgard Style Line V250 Windows, black exterior, white interior Standard screens and hardware Low-E glazing with nail-fin Remove trim and save Cut siding so as to completely remove existing windows including fin and save siding strips for replacement. Remove and properly dispose of existing windows. Install new windows with fin, seal and cauk, replace siding strips, trim and caulk trim. Clean up and remove all unused material and waste from project. All work to be done in a safe and workmanlike manner to industry standards. All work will complyw ith the California Building and all applicable state and federal laws and regulations.	
	BASE BID (labor, material, tax, freight)	$102,000
BASE BID	one-hundred two-thousand ~~and~~ dollars and no/cents	

Eddy Deniz / 12-12-24
President
American Window & Door

PLUMAS COUNTY
FACILITY SERVICES
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Nick Collin, Facilities Director**
MEETING DATE:	**February 4, 2025**
SUBJECT:	**Approve and authorize Chair to sign an agreement between Plumas County Facility Services & Airports and Silver State International; work completed by March 31, 2025; not to exceed $21,552.10; No General Fund Impact; repair to be paid for by Airport Fund Balance; approved as to form by County Counsel.**

Recommendation:

Approve and authorize Chair to sign an agreement between Plumas County Facility Services & Airports and Silver State International.

Background and Discussion:

The plow truck for the Chester Airport needs to be repaired due to a blown front differential rendering the truck inoperable.

Action:

Approve and authorize Chair to sign an agreement between Plumas County Facility Services & Airports and Silver State International.

Fiscal Impact:

No impact to General Fund. Repair to be paid for from Airport Fund Balance.

Attachments:

1. Silver State Internation agreement

Services Agreement

This Agreement is made by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its **Facility Services** (hereinafter referred to as "County"), and **JBP LLC dba Silver State International,** a Nevada Limited Liability Company, (hereinafter referred to as "Contractor").

The parties agree as follows:

1. Scope of Work. Contractor shall provide the County with services as set forth in Exhibit A, attached hereto.

    1. Compensation. County shall pay Contractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit B, attached hereto. Payment shall be made to Contractor upon completion of the work and acceptance by the County. The total amount paid by County to Contractor under this Agreement shall not exceed **Twenty-One Thousand Five Hundred Fifty-Two and 10/100 Dollars ($21,552.10)**.

2. Term. The term of this agreement shall be from **December 23, 2024,** through **March 31, 2025**, unless terminated earlier as provided herein. County's Board of Supervisors hereby ratifies, and approves for payment, services provided by Contractor from December 23, 2024, to the date of approval of this Agreement by the Board of Supervisors.

3. Termination. Either party may terminate this agreement by giving thirty (30) days written notice to the other party.

4. Non-Appropriation of Funds. It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, the County shall have no liability to pay any further funds whatsoever to Contractor or furnish any other consideration under this Agreement and Contractor shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either cancel this Agreement with no further liability incurring to the County, or offer an amendment to Contractor to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution. Contractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.

5. Warranty and Legal Compliance. The services provided under this Agreement are non-exclusive and shall be completed promptly and competently. Contractor shall guarantee all parts and labor for a period of one year following the expiration of the term of this Agreement unless otherwise specified in Exhibit A. Contractor agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.

6. Amendment. This Agreement may be amended at any time by mutual agreement of the parties, expressed in writing and duly executed by both parties. No alteration of the terms of this Agreement shall be valid or binding upon either party unless made in writing and duly executed by both parties.

7. Indemnification. To the furthest extent permitted by law (including without limitation California Civil Code Sections 2782 and 2782.8, if applicable), County shall not be liable for, and Contractor shall defend and indemnify County and its officers, agents, employees, and volunteers (collectively "County Parties"), against any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorney's fees and court costs (hereinafter collectively referred to as "Claims"), which arise out of or are in any way connected to the work covered by this Agreement arising either directly or indirectly from any act, error, omission or negligence of Contractor or its officers, employees, agents, contractors, licensees or servants, including, without limitation, Claims caused by the concurrent negligent act, error or omission, whether active or passive of County Parties. Contractor shall have no obligation, however, to defend or indemnify County Parties from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of County Parties. The obligations of this indemnity shall be for the full amount of all damage to County, including defense costs, and shall not be limited by any insurance limits.

8. Insurance. Contractor agrees to maintain the following insurance coverage throughout the term of this Agreement:

   a. Commercial general liability (and professional liability, if applicable to the services provided) coverage, with minimum per occurrence limit of the greater of (i) the limit available on the policy, or (ii) one million dollars ($1,000,000).

   b. Automobile liability coverage (including non-owned automobiles), with minimum bodily injury limit of the greater of (i) the limit available on the policy, or (ii) two-hundred fifty thousand dollars ($250,000) per person and five hundred thousand dollars ($500,000) per accident, as well as a minimum property damage limit of the greater of (i) the limit available on the policy, or (ii) fifty thousand dollars ($50,000) per accident.

   c. Each policy of commercial general liability (and professional liability, if applicable to the services provided) coverage and automobile liability coverage (including non-owned automobiles) shall meet the following requirements:

      i. Each policy shall be endorsed to name the County, its officers, officials, employees, representatives and agents (collectively, for the purpose of this section 9, the "County") as additional insureds. The Additional Insured

endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13; and

ii. All coverage available under such policy to Contractor, as the named insured, shall also be available and applicable to the County, as the additional insured; and

iii. All of Contractor's available insurance proceeds in excess of the specified minimum limits shall be available to satisfy any and all claims of the County, including defense costs and damages; and

iv. Any insurance limitations are independent of and shall not limit the indemnification terms of this Agreement; and

v. Contractor's policy shall be primary insurance as respects the County, its officers, officials, employees, representatives and agents, and any insurance or self-insurance maintained by the County, its officers, officials, employees, representatives and agents shall be in excess of the Contractor's insurance and shall not contribute with it, and such policy shall contain any endorsements necessary to effectuate this provision. The primary and non-contributory endorsement shall be at least as broad as ISO Form 20 01 04 13; and

vi. To the extent that Contractor carries any excess insurance policy applicable to the work performed under this Agreement, such excess insurance policy shall also apply on a primary and non-contributory basis for the benefit of the County before the County's own primary insurance policy or self-insurance shall be called upon to protect it as a named insured, and such policy shall contain any endorsements necessary to effectuate this provision.

d. Workers Compensation insurance in accordance with California state law.

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

9. Licenses and Permits. Contractor represents and warrants to County that it or its principals have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required for Contractor to practice its profession and to perform its duties and obligations under this Agreement. Contractor represents and warrants to County that Contractor shall, at its sole cost and expense, keep in effect at all times during the term of

this Agreement any licenses, permits, and approvals that are legally required for Contractor or its principals to practice its professions and to perform its duties and obligations under this Agreement. **NOTE: Garages are not subject to registration if they provide repairs only on motor trucks with a gross weight exceeding 10,000 pounds. NRS 487.550.**

10. Relationship of Parties. It is understood that Contractor is not acting hereunder as an employee of the County, but solely as an independent contractor. Contractor, by virtue of this Agreement, has no authority to bind, or incur any obligation on behalf of, County. Except as expressly provided in this Agreement, Contractor has no authority or responsibility to exercise any rights or power vested in County. It is understood by both Contractor and County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or joint venture.

11. Assignment. Contractor may not assign, subcontract, sublet, or transfer its interest in this Agreement without the prior written consent of the County.

12. Non-discrimination. Contractor agrees not to discriminate in the provision of service under this Agreement on the basis of race, color, religion, marital status, national origin, ancestry, sex, sexual orientation, physical or mental handicap, age, or medical condition.

13. Choice of Law. The laws of the State of California shall govern this agreement.

14. Interpretation. This agreement is the result of the joint efforts of both parties and their attorneys. The agreement and each of its provisions will be interpreted fairly, simply, and not strictly for or against either party.

15. Integration. This Agreement constitutes the entire understanding between the parties respecting the subject matter contained herein and supersedes any and all prior oral or written agreements regarding such subject matter.

16. Severability. The invalidity of any provision of this Agreement, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.

17. Headings. The headings and captions contained in this Agreement are for convenience only, and shall be of no force or effect in construing and interpreting the provisions of this Agreement.

18. Waiver of Rights. No delay or failure of either party in exercising any right, and no partial or single exercise of any right, shall be deemed to constitute a waiver of that right or any other right.

19. Conflict of Interest. The parties to this Agreement have read and are aware of the provisions of Government Code section 1090 *et seq.* and section 87100 *et seq.* relating to conflicts of interest of public officers and employees. Contractor represents that it is unaware of any financial or economic interest of any public officer or employee of County relating to this Agreement. It is further understood and agreed that if such a

financial interest does exist at the inception of this Agreement and is later discovered by the County, the County may immediately terminate this Agreement by giving written notice to Contractor.

20. Notice Addresses. All notices under this Agreement shall be effective only if made in writing and delivered by personal service or by mail and addressed as follows. Either party may, by written notice to the other, change its own mailing address.

County:

Facility Services
County of Plumas
198 Andy's Way
Quincy CA 95971
Attention: Nick Collin, Director

Contractor:

JBP LLC dba Silver State International
2255 Larkin Circle
Sparks, NV 89431
Attention: Mark Dole

21. Time of the Essence. Time is hereby expressly declared to be of the essence of this Agreement and of each and every provision thereof, and each such provision is hereby made and declared to be a material, necessary, and essential part of this Agreement.

22. Contract Execution. Each individual executing this Agreement on behalf of Contractor represents that he or she is fully authorized to execute and deliver this Agreement.

23. Ukraine Sanctions. Pursuant to Executive Order N-6-22 Contractor is aware that as a compliance with the economic sanctions imposed in response to Russia's actions in Ukraine is required, including with respect to, but not limited to, the federal executive orders identified in the EO and the sanctions identified on the U.S. Department of the Treasury website (https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions). Failure to comply may result in the termination of this agreement.

24. Suspension and Debarment. The County does not employ vendors or contractors who are listed on the National World Wide Web Site System for Award Management (sam.gov) by Federal General Services Administration (GSA) for the purpose of disseminating information on parties that are debarred from receiving Federal contracts, certain subcontracts, and certain Federal financial and nonfinancial assistance and benefits, pursuant to the provisions of 31 U.S.C. 6101, note, E.O. 12549, E.O. 12689, 48 CFR 9.404, and each agency's codification of the Common Rule for Non-procurement suspension and debarment.

a. This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R.§ 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

b. The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

c. This certification is a material representation of fact relied upon by the County. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

d. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any Contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

25. Retention of Records. If the maximum compensation payable under section 2 of this Agreement exceeds $10,000, then, pursuant to California Government Code section 8546.7, the performance of any work under this Agreement is subject to the examination and audit of the State Auditor at the request of the County or as part of any audit of the County for a period of three years after final payment under the Agreement. Each party hereto shall retain all records relating to the performance and administration of this Agreement for three years after final payment hereunder, and Contractor agrees to provide such records either to the County or to the State Auditor upon the request of either the State Auditor or the County.

26. Conflicts. In the event of any conflict between the terms of this Agreement and the terms of any exhibit hereto, the terms of this Agreement shall control, and the conflicting term of the exhibit shall be given no effect. Any limitation of liability contained in an attached exhibit shall be null and void.

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

CONTRACTOR:

JBP LLC dba Silver State International,
A Nevada company:

By:_____
Name: John B Phillips
Title: Managing Member
Date signed:

COUNTY:

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

By:_____
Name: Kevin Goss
Title: Board of Supervisors, Chair
Date signed:

ATTEST:

By:_____
Name: Allen Hiskey
Title: Clerk of the Board
Date signed:

Approved as to form:
Craig Settlemire
Counsel

EXHIBIT A

Scope of Work

2. Contractor shall provide truck repair services per repair quote dated 12/23/2024 upon request by Facility Services.

3. Services contemplated by the parties include, but are not limited to, the following:

    a. Diagnosis of metal grinding noise in front axle of International Plow Truck Vin # 3HAEETAR4ML528344
    b. Repair as per quote

EXHIBIT B

Repair Management
BY NAVISTAR

SILVER STATE INTL

2255 LARKIN CIRCLE - SPARKS, NV 89431
Phone: (1) 775-6856000 - Fax: (1) 775-6856015
Estimate Number: 4707045 - RO Number: R201021928
Service Writer: Jeremiah Walker - Date: 12/23/2024 12:22 PM (C)

SILVER STATE INTERNATIONAL

Currency: USD

Unit No: **PLUMAS COUNTY**

VIN: 3HAEETAR4ML528344
Model: HV507 SFA
Engine: CUM L9 350 350HP/2200 GOV
Make: International
Delivered: 4/20/2021
In Service: 3 Years 8 Months
Mileage: 5404 Eng Hrs: 302

Recall/AFC: No

Contact Name: Eric Braswell
Position: primary
Phone: (530) 283-6496
E-Mail: pcpwshop@countyofplumas.com
PO Number:

Operation (Un-Sectioned)	Labor Cost	Parts Cost	Core Charge	Total Cost
Diaggnosed grinding in 4 wheel drive. Confirmed complaint. Performed visual inspection and found both axle shaft joints worn/damaged. Checked fill plug, found metal on plug. Removed drain plug, found bearing material and damaged gear teeth	$749.70	$0.00	$0.00	$749.70
Remove spindles, front differential and clean housing. Replace axle shaft seals in housing, Install new front differential. Replace bushings in spindles and reinstall with new axle shafts. Refill with new fluid, road test. (1) DIFFERENTIAL ASSEMBLY (1) SHAFT, W/ U-JOINT, LH (1) SHAFT, W/ U-JOINT, RH (1) SEAL, OIL, SPINDLE, AXLE, FRONT (1) SEAL, OIL, AXLE SHAFT, FRONT, DRIVEN STEER AXLE (2) SEAL, OIL, WHEEL BEARING, FRONT, INNER (4) BUSHING, HOUSING AXLE SHAFT (2) SEAL, OIL, STEERING KNUCKLE, AXLE, FRONT (1) EPI [SUPERCEDED] ITEM	$5,355.00	$13,343.84	$0.00	$18,698.84

Notes:

[12/23/2024 12:22 PM] - Dealer: Transmission has a grinding noise or has harsh shifting , always

---

[12/31/2024 4:02 PM] - Dealer: PARTS 7-10 DAYS OUT

Summary	
Parts:	$13,343.84
Core:	$0.00
Labor:	$6,104.70
Shop:	$457.85
Tax:	$1,140.71
Haz. Waste:	$5.00
Freight:	$500.00
TOTAL:	$21,552.10

This estimate is subject to teardown and inspection. This estimate is valid for 30 days from date above. I, the undersigned, authorize you to perform the repairs and furnish the necessary materials. I understand any costs verbally quoted are an estimate only and not binding. Your employees may operate vehicle for inspecting, testing and delivery at my risk. You will not be responsible for loss or damage to vehicle or articles left in it. AUTHORIZED BY:_____
DATE:__/___/___

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PLUMAS COUNTY
FACILITY SERVICES
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Nick Collin, Facilities Director**
MEETING DATE:	**February 4, 2025**
SUBJECT:	**Approve and authorize Board Chair to waive fees for the Chester Junior-Senior High School to use the Almanor Rec Center for a high school dance and fund raiser event on February 15, 2025. General Fund impact will be a loss of revenue in the amount of $100.**

Recommendation:

Approve and authorize Board Chair to waive fees for the Chester Junior-Senior High School to use the Almanor Rec Center for a high school dance and fund raiser event on February 15, 2025.

Background and Discussion:

The Chester Junior-Senior High School class president is requesting the fees be waived for using the Almanor Rec Center for a high school dance and fund raiser event on February 15, 2025.

Action:

Approve and authorize Board Chair to waive fees for the Chester Junior-Senior High School to use the Almanor Rec Center for a high school dance and fund raiser event on February 15, 2025.

Fiscal Impact:

General Fund impact is a loss of revenue in the amount of $100.

Attachments:

1. CHS fee waiver request

January 24,2025

To whom it may concern,
My name is Aryanna Boatright. I am the class president of the Junior class at Chester Junior Senior High school. I am writing this letter to request that all fees for the ARPD building be waived for a dance my class is putting on for a fundraiser for. It will be held on February 15th from 8pm to 11pm and we will need all day that day for the set up of it and the next morning to clean up. Thank you for your time and consideration.

Sincerely,
Aryanna Boatright Class of 2026 President

PLUMAS COUNTY
PUBLIC HEALTH AGENCY
MEMORANDUM

TO: **Honorable Chair and Board of Supervisors**

FROM: **Nicole Reinert, Director of Public Health**

MEETING DATE: **February 4, 2025**

SUBJECT: **Approve and authorize Chair to ratify and sign an agreement between Plumas County Public Health Agency and Northern California EMS, Inc. to perform the baseline deliverables, objectives, and activities as indicated in the FY 24-25 Hospital Preparedness Program (HPP) Multi-County LEMSA Work Plan; effective July 1, 2024; not to exceed $11,225.40; (No General Fund Impact)** (HPP)**; approved as to form by County Counsel.**

Recommendation:

The Director of the Public Health Agency respectfully recommends that the Chair ratify and sign an agreement with Northern California EMS, Inc. to provide services in accordance with the California Department of Public Health Hospital Preparedness Program Cooperative Agreement CFDA#93.074, LEMSA Deliverables, for fiscal year 2024-2025.

Background and Discussion:

As the Board may recall, Plumas County Public Health Agency receives funding each year from the California Department of Health Services, Emergency Preparedness Office to improve local public health department preparedness and ability to respond to bioterrorism for the Hospital Preparedness Program. To work effectively and efficiently, the Public Health Agency often contracts with providers to extend programs and provide services for various programs.

Action:

Approve and authorize Chair to ratify and sign an agreement between Plumas County Public Health Agency and Northern California EMS, Inc. to perform the baseline deliverables, objectives, and activities as indicated in the FY 24-25 Hospital Preparedness Program (HPP) Multi-County LEMSA Work Plan; effective July 1, 2024; not to exceed $11,225.40; (No General Fund Impact) (HPP); approved as to form by County Counsel.

Fiscal Impact:

(No General Fund Impact) (HPP)

Attachments:

1. HPP2425NORCAL

AGREEMENT BETWEEN COUNTY OF PLUMAS
AND
NORTHERN CALIFORNIA EMS, INC.
LOCAL EMERGENCY MEDICAL SERVICES AGENCY (LEMSA) DELIVERABLES
HOSPITAL PREPAREDNESS PROGRAM (HPP) FISCAL YEAR FY 24-25

THIS AGREEMENT is entered into by and between **PLUMAS COUNTY,** hereinafter referred to as **COUNTY**, and **NORTHERN CALIFORNIA EMS, INC.**, (a California non-profit, public benefit corporation and a Local Emergency Medical Services Agency (LEMSA) hereinafter referred to as **LEMSA**.

INTRODUCTION

WHEREAS, LEMSA is the Local Emergency Medical Services Agency for **COUNTY** pursuant to agreement and pursuant to Health and Safety Code Section 1797.94, and

WHEREAS, COUNTY desires to contract with **LEMSA** for **LEMSA** to provide certain services for **COUNTY** in accordance with the California Department of Public Health Hospital Preparedness Program (HPP) Cooperative Agreement CFDA #93.074, LEMSA Deliverables, for fiscal year 2024-2025.

NOW, THEREFORE, IT IS AGREED by and between the parties hereto as follows:

ARTICLE 1. TERM OF CONTRACT

Section 1.01. It is agreed that the terms of this Agreement become effective as of July 1, 2024, and shall end June 30, 2025, or until terminated as provided herein. County's Board of Supervisors hereby ratifies, and approves for payment, services provided by LEMSA from July 1, 2024 to the date of approval of this Agreement by the Board of Supervisors.

ARTICLE 2. SERVICES TO BE PERFORMED BY LEMSA

Specific Services

Section 2.01. Pursuant to the terms and conditions of this agreement **LEMSA** shall perform the baseline deliverables, objectives and activities as indicated in FY 24-25 Hospital Preparedness Program (HPP) Multi-County LEMSA Work Plan submitted to the county as set forth in Attachment. Any changes or updates requested by CDPH during the work plan approval process will be reviewed and jointly agreed to by **COUNTY** and **LEMSA**. Changes shall not exceed project hours or compensation amount.

Method of Performing Services

Section 2.02. **LEMSA** shall, during the term of this Agreement, be construed as an independent contractor, and nothing in this Agreement is intended, nor shall be construed, to create an employer-employee relationship, a joint venture relationship, or to allow **COUNTY** to exercise discretion or control over the professional manner in which **LEMSA** performs the services which are the subject matter of this Agreement; provided, always however, that the

services to be provided by **LEMSA** shall be performed in a manner consistent with all applicable standards and regulations governing such services.

ARTICLE 3. COMPENSATION

Section 3.01. The multi-county **LEMSA** allocation for the HPP FY 24-25 is $56,127. The equal share for each HPP entity within the five-county **LEMSA** region is $11,225.40. **LEMSA** shall be paid in an amount not to exceed **ELEVEN THOUSAND TWO HUNDRED TWENTY-FIVE DOLLARS AND 40 CENTS ($11,225.40)** by **COUNTY** for the services described in this agreement. In no event shall the compensation exceed that amount. **LEMSA** shall (at minimum quarterly) submit to **COUNTY** an itemized statement or invoice of services rendered during the preceding time frame. **COUNTY** shall make payment within 30 days of receipt of **LEMSA's** correct and approved statement or invoice.

Section 3.02. No additional services shall be performed by **LEMSA** unless approved in advance in writing by the **COUNTY**. All such services are to be coordinated with **COUNTY** and monitored by the Director of Public Health & Community Development, his or her designee or the HPP Coordinator.

Section 3.03. LEMSA may sub-contract with third parties as **LEMSA** deems it necessary to perform the services required of **LEMSA** by this contract. **COUNTY** may not control, direct, or supervise **LEMSA's** assistants or employees in the performance of those services.

ARTICLE 4. OBLIGATIONS OF LEMSA

Minimum Amount of Service

Section 4.01. **LEMSA** may represent, perform services for, and be employed by such additional clients, persons, or companies as **LEMSA**, in its sole discretion deems appropriate. **LEMSA** shall be responsible for all costs and expenses incident to the performance of the services required by this agreement. **COUNTY** shall not be responsible for any expense incurred by **LEMSA** in performing services under this agreement.

Section 4.02. INSURANCE

LEMSA agrees to maintain the following insurance coverage throughout the term of this Agreement:

a. Commercial general liability (and professional liability, if applicable to the services provided) coverage, with minimum per occurrence limit of the greater of (i) the limit available on the policy, or (ii) one million dollars ($1,000,000).

b. Automobile liability coverage (including non-owned automobiles), with minimum bodily injury limit of the greater of (i) the limit available on the policy, or (ii) two-hundred fifty thousand dollars ($250,000) per person and five

hundred thousand dollars ($500,000) per accident, as well as a minimum property damage limit of the greater of (i) the limit available on the policy, or (ii) fifty thousand dollars ($50,000) per accident.

c. Each policy of commercial general liability (and professional liability, if applicable to the services provided) coverage and automobile liability coverage (including non-owned automobiles) shall meet the following requirements:

i. Each policy shall be endorsed to name the County, its officers, officials, employees, representatives, and agents (collectively, for the purpose of this section 9, the "County") as additional insureds. The Additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13; and

ii. All coverage available under such policy to **LEMSA**, as the named insured, shall also be available and applicable to the County, as the additional insured; and

iii. All of **LEMSA's** available insurance proceeds in excess of the specified minimum limits shall be available to satisfy any and all claims of the County, including defense costs and damages; and

iv. Any insurance limitations are independent of and shall not limit the indemnification terms of this Agreement; and

v. **LEMSA's** policy shall be primary insurance as respects the County, its officers, officials, employees, representatives and agents, and any insurance or self-insurance maintained by the County, its officers, officials, employees, representatives, and agents shall be in excess of the **LEMSA's** insurance and shall not contribute with it, and such policy shall contain any endorsements necessary to effectuate this provision. The primary and non-contributory endorsement shall be at least as broad as ISO Form 20 01 04 13; and

vi. To the extent that **LEMSA** carries any excess insurance policy applicable to the work performed under this Agreement, such excess insurance policy shall also apply on a primary and non-contributory basis for the benefit of the County before the County's own primary insurance policy or self-insurance shall be called upon to protect it as a named insured, and such policy shall contain any endorsements necessary to effectuate this provision.

d. Workers Compensation insurance in accordance with California state law.

If requested by County in writing, **LEMSA** shall furnish a certificate of insurance satisfactory to County as evidence that the insurance required above is being maintained. Said certificate of insurance shall include a provision stating that the insurers will not cancel the insurance coverage without thirty (30) days' prior written notice to the County. County reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the

coverage required by these specifications at any time. **LEMSA** shall require all subcontractors to comply with all indemnification and insurance requirements of this agreement and **LEMSA** shall verify subcontractors' compliance.

Taxes and Filings

Section 4.03. This Agreement is for independent contractor services to be provided by **LEMSA** and **LEMSA** is responsible for payment of all applicable taxes and associated filing requirements.

Conflict of Interest

Section 4.04. **LEMSA** will not hire any employee of **COUNTY's** to perform any service covered by this Agreement. **LEMSA** affirms that, to the best of **LEMSA's** knowledge, there exists no actual or potential conflict between **LEMSA's** family, business or financial interests and **LEMSA's** services under this Agreement, and in the event of change in this status during the term of this Agreement, **LEMSA** will notify **COUNTY** in writing of occurrence. **COUNTY** may at **COUNTY's** option terminate this Agreement in the event of such actual or potential conflict of interest.

Assignment

Section 4.05. Neither this Agreement nor any duties or obligations under this Agreement may be assigned by **LEMSA** without prior written consent of **COUNTY**, except as specified in Section 3.03 of this agreement.

Indemnification

Section 4.06. LEMSA shall indemnify and hold **COUNTY** harmless against any and all liability imposed or claimed, including attorney's fees and other legal expenses, arising directly or indirectly from any act or failure of **LEMSA** or its assistants, employees, or agents, including all claims relating to the injury or death of any person or damage to any property.

Books and Records

Section 4.07. All reports and other materials collected or produced by **LEMSA** or any subcontractor of **LEMSA** specifically for use by **COUNTY** shall, after completion and acceptance of the contract, become the property of the **COUNTY**, and shall not be subject to any copyright claimed by the **LEMSA**, subcontractor, or their agents or employees. **LEMSA** may retain copies of all such materials exclusively for administration purposes. It is further understood and agreed that all plans, studies, specifications, data magnetically or otherwise recorded on computer or computer diskettes, records, files, reports, etc., in possession of the **LEMSA** relating to the services to be provided under this contract shall be the property of the **COUNTY**, and **LEMSA** hereby agrees to deliver the same to the **COUNTY** upon request.

Section 4.08. LEMSA shall maintain any and all ledgers, books of account, invoices, vouchers, canceled checks, and other records or documents evidencing or relating to charges for services or expenditures and disbursements charged to the **COUNTY** under the terms of the agreement for a period of five (5) years. Any records or documents required to be maintained shall be made available for inspection, audit and/or copying at any time during regular business hours, upon twenty-four (24) hours written or verbal request by the **COUNTY**.

Section 4.09. It is understood and agreed that this agreement contemplates personal performance by the **LEMSA** and is based upon a determination of its unique personal competence and experience and upon its specialized personal knowledge. Assignments of any or all rights, duties and/or obligations of the **LEMSA** under this agreement will be permitted only with the express written consent of the **COUNTY**, except as specified in Section 3.03 of this agreement.

ARTICLE 5. OBLIGATIONS OF COUNTY

Cooperation of COUNTY

Section 5.01. **COUNTY** agrees to timely comply with all reasonable requests of **LEMSA** and provide access to all documents reasonably necessary to the performance of **LEMSA's** duties under this Agreement.

ARTICLE 6. TERMINATION OF AGREEMENT

Termination on Occurrence of Stated Events

Section 6.01. This Agreement shall terminate automatically on the occurrence of any of the following events:

(1) Bankruptcy or insolvency of either party;
(2) Assignment of this Agreement by **LEMSA** without the consent of the **COUNTY**.

Termination by COUNTY for Default of LEMSA

Section 6.02. Should **LEMSA** default on the performance of this Agreement or breach any of its provisions, **COUNTY**, at **COUNTY's** option, may terminate this Agreement by giving written notification to **LEMSA**.

Section 6.03. COUNTY may terminate this agreement at any time by providing sixty (60) days written notice to **LEMSA** that the agreement is terminated. The agreement shall then be deemed terminated and no further work shall be performed by **LEMSA**. **COUNTY** shall pay **LEMSA** for all services rendered up to the date of termination.

Section 6.04. COUNTY may terminate this Agreement immediately upon oral notice should funding cease or be materially decreased. Oral notice of termination will be confirmed through written notice by **COUNTY** to **LEMSA** within one week of termination.

Section 6.05. Should this Agreement be terminated, **LEMSA** shall provide **COUNTY** with all finished and unfinished reports, data, studies, photographs, charts, electronic data, and other documents prepared by **LEMSA** pursuant to this Agreement.

ARTICLE 7. GENERAL PROVISIONS

Notices

Section 7.01. Any notices to be given hereunder by either party to the other may be affected either by personal delivery in writing or by mail, registered or certified, postage prepaid with return receipt requested. Mailed notices shall be addressed to the parties at the addresses appearing below, but each party may change the address by written notice in accordance with this paragraph. Notices delivered personally will be deemed communicated as of actual receipt; mailed notices will be deemed communicated as of two days after mailing. Any notice hereunder shall be provided by first class mail, return receipt requested, addressed as follows:

If to **COUNTY**:
Nicole Reinert, Director
Plumas County Public Health Agency
206 County Hospital Road, Suite 206
Quincy, CA 95971

If to **LEMSA**:
Chief Executive Officer
Northern California EMS, Inc.
930 Executive Way, Suite 150
Redding, CA 96002

Entire Agreement of the Parties

Section 7.02. This Agreement supersedes any and all Agreements, either oral or written, between the parties hereto with respect to the rendering of services agreed to herein by **LEMSA** and **COUNTY** and contains all of the covenants and Agreements between the parties with respect to the rendering of any such services in any manner whatsoever. Each party to this Agreement acknowledges that no representations, inducements, promises or Agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein, and that no other Agreement, statement, or promise not contained in this Agreement shall be valid or binding. Any modification of this Agreement will be effective only if it is in writing signed by all parties.

Section 7.03. Each party hereto shall act independently and not as an agent or employee of the other. Each shall be responsible for the negligent or wrongful acts of its own officers, agents, and employees.

Section 7.04. This agreement may be amended at any time by the mutual written agreement of the parties hereto.

Section 7.05. If any provision in this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement:

COUNTY OF PLUMAS

By: _____ Date: 11/27/25
Nicole Reinert
Director, Plumas County Public Health Agency

By: _____ Date: _____
Chair, Plumas County Board of Supervisors

ATTEST:

By: _____ Date: _____
Allen Hiskey
Clerk of the Board

NORTHERN CALIFORNIA EMS, INC.

By: _____ Date: _____
Donna Stone
Chief Executive Officer

Approved as to form:

_____
Sara James, Attorney
County Counsel's Office

PLUMAS COUNTY
SHERIFFS DEPARTMENT
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Roni Towery**
MEETING DATE:	**February 4, 2025**
SUBJECT:	**Adopt RESOLUTION authorizing the Sheriff's Office to secure and manage Homeland Security Grant Program funds from the California Office of Emergency Services through FY 2026-2027; approved as to form by County Counsel; discussion and possible action; Roll call vote**

Recommendation:

Adopt **RESOLUTION** authorizing the Sheriff's Office to secure and manage Homeland Security Grant Program funds from the California Office of Emergency Services through FY 2026-2027; approved as to form by County Counsel; discussion and possible action; **Roll call vote**

Background and Discussion:

The California Office of Emergency Services requires all sub-grantees to create a universal Governing Body Resolution (GBR) for participating in the Homeland Security grant programs. The grants are allocated annually and are usually for a period of three years. Homeland Security grants have specific program requirements that are determined by the Federal government and can change with each grant cycle. The Sheriff's Office must follow those requirements and maintain confidentiality where needed for those programs. The universal GBR allows for a more fluid grants management process.

The previous GBR covered fiscal years 2021-2022, 2022-2023 and 2023-2024. A new GBR is now required to continue using and receiving the Homeland Security funds that are allocated to Plumas County.

Action:

Adopt **RESOLUTION** authorizing the Sheriff's Office to secure and manage Homeland Security Grant Program funds from the California Office of Emergency Services through FY 2026-2027; approved as to form by County Counsel; discussion and possible action; **Roll call vote**

Fiscal Impact:

No General Fund Impact.

Attachments:

1. HSGP Resolution - Approved as to Form

RESOLUTION NO. 25-_____

Resolution of the Board of Supervisors of Plumas County

BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE COUNTY OF PLUMAS THAT:

SHERIFF-CORONER or **UNDERSHERIFF** is hereby authorized to execute for and on behalf of the County of Plumas, a public entity established under the laws of the State of California, any actions necessary for the purpose of obtaining federal financial assistance provided by the Federal Department of Homeland Security and sub granted through the State of California for fiscal years 2024-2025, 2025-2026, and 2026-2027.

This Resolution is valid for three years, as long as three of the five current Board of Supervisors members remain on the Board.

Passed and approved this _____ day of _____, 2025.

I, Kevin Goss, duly appointed and Chair of the Board of Supervisors of the County of Plumas do hereby certify that the above is a true and correct copy of a Resolution passed and approved by the Board of Supervisors of the County of Plumas on the _____ day of _____, 2025.

_____

Chair, Board of Supervisors of the County of Plumas

Date: _____

Attest:

_____

Clerk of the Board of Supervisors of the County of Plumas

Approved as to form:
Craig Settlemire
Counsel

PLUMAS COUNTY
SHERIFFS DEPARTMENT
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Roni Towery**
MEETING DATE:	**February 4, 2025**
SUBJECT:	**Adopt RESOLUTION authorizing the Sheriff to execute an agreement with the Drug Enforcement Administration (DEA) of the United States Department of Justice (USDOJ) for illegal marijuana eradication and suppression efforts; approved as to form by County Counsel; discussion and possible action; Roll call vote.**

Recommendation:
Adopt **RESOLUTION** authorizing the Sheriff to execute an agreement with the Drug Enforcement Administration (DEA) of the United States Department of Justice (USDOJ) for illegal marijuana eradication and suppression efforts; approved as to form by County Counsel; discussion and possible action; **Roll call vote.**

Background and Discussion:
The U.S. Department of Justice (USDOJ), Drug Enforcement Administration (DEA), provides funding for local law enforcement agencies to conduct illegal marijuana eradication and suppression efforts. The Sheriff's Office participates in this program annually.

Action:

Adopt **RESOLUTION** authorizing the Sheriff to execute an agreement with the Drug Enforcement Administration (DEA) of the United States Department of Justice (USDOJ) for illegal marijuana eradication and suppression efforts; approved as to form by County Counsel; discussion and possible action; **Roll call vote.**

Fiscal Impact:

No General Fund Impact.

Attachments:
1. Approved Resolution FINAL
2. Approved 2025-30 Plumas County Sheriff's Office FINAL
3. BOS Agenda Copy - 2025-30 - Plumas Co SO 2025 Sup Docs for LOA FINAL

RESOLUTION NO. 25-_____

AUTHORIZING THE SHERIFF TO EXECUTE AN AGREEMENT WITH THE DRUG ENFORCEMENT ADMINISTRATION (DEA) OF THE UNITED STATES DEPARTMENT OF JUSTICE (DOJ)

WHEREAS the U.S. Department of Justice, Drug Enforcement Administration (DEA) has authority to grant funding to local law enforcement agencies conducting marijuana eradication and suppression efforts;

NOW, THERFORE, BE IT RESOLVED that the Sheriff of the County of Plumas is authorized, on behalf of this Board of Supervisors, to participate in the program known as the DEA's Domestic Cannabis Eradication/Suppression Program (DCE/SP) and sign Agreement #2025-30 with the DEA, including any amendments of modification thereof; provided, however, that any amendments shall be subject to approval by the Purchasing Agent or this Board to the extent such approval is required by the Purchasing Policy or other County policy.

BE IT FURTHER RESOLVED that federal grant funds received hereunder shall not be used to supplant expenditures controlled by this body.

I hereby certify that the foregoing is a true copy of the resolution adopted by the Board of Supervisors of Plumas County in a meeting thereof held on the _____day of _____, 2025 by the following:

Ayes:

Noes:

Absent:

_____
Chair, Board of Supervisors

ATTEST:

_____
Clerk of the Board of Supervisors

Approved as to form:
Craig Settlemire
Counsel

U.S. Department of Justice
Drug Enforcement Administration

www.dea.gov

Springfield, Virginia 22152

Agreement Number 2025-30

THE UNITED STATES DEPARTMENT OF JUSTICE (DOJ), DRUG ENFORCEMENT ADMINISTRATION (DEA), provides funding and/or operational support to state and local law enforcement agencies in conducting marijuana eradication and suppression efforts. This program, known as DEA's Domestic Cannabis Eradication/Suppression Program (DCE/SP), provides funding under either or both of the below, Option 1 and/or Option 2.

Under Option 1, DEA provides DCE/SP funding and operational support to state and local law enforcement agencies who demonstrate that such support will be used for marijuana eradication and suppression operations including but not limited to the investigation of drug trafficking organizations involved in marijuana trafficking operations meeting one of the following criteria:

1. Marijuana is being cultivated by a drug trafficking organization or a transnational organized crime syndicate; or
2. Marijuana is being cultivated on federal land, including federally-recognized Tribal lands; or
3. Marijuana cultivation is causing environmental hazards, depleting or contaminating water, or otherwise harming public lands; or
4. Marijuana cultivation is suspected to involve other federal crimes, including money laundering and crimes impacting public health and safety.

Under Option 2, where the above criteria are not met by state and local law enforcement agencies, DEA will provide DCE/SP funding only to state and local law enforcement agencies who demonstrate that such funding will be used to eradicate large-scale illicit marijuana grows and for the purpose of suppression efforts including but not limited to the investigation of drug trafficking organizations involved in marijuana trafficking.

This Letter of Agreement (LOA) is entered into between the **PLUMAS COUNTY SHERIFF'S DEPARTMENT**, hereinafter referred to as (***THE AGENCY),*** and the DEA, because DEA has determined that ***(THE AGENCY)*** has satisfied the criteria under either and/or both **Option 1 or Option 2.** In that regard:

There is evidence that trafficking in marijuana (illicit cannabis) has a substantial and detrimental effect on the health and general welfare of the people of the ***State of California***. The parties hereto agree that it is to their mutual benefit to cooperate in the investigation of drug trafficking organizations involved in marijuana trafficking, the location and eradication of illicit cannabis plants, and the prosecution of those cases before the courts of the United States (U.S.) and/or the courts of the ***State of California***. DEA, pursuant to the authority of 21 U.S.C. § 873, proposes to provide certain necessary funds and ***THE AGENCY*** is desirous of securing funds.

As used in this Letter of Agreement, the terms "marijuana" and "illicit cannabis" only refer to cannabis or cannabis-derived materials that contain more than 0.3% delta-9-THC on a dry weight basis, in accordance with the Controlled Substances Act (CSA) (21 U.S.C. § 802(16)).

NOW, therefore, in consideration of the mutual covenants hereinafter contained, the parties agree as follows:

1. ***THE AGENCY*** will, with its own law enforcement personnel and employees, as herein after specified, perform the activities and duties described below:

    a. Gather and report intelligence data relating to the illicit cultivation, possession, and distribution of illicit cannabis and related money laundering activity to include the complete name and nationality of any individuals associated with eradication and suppression operations. NOTE: If only the registered property owner(s) associated with indoor/outdoor grows is known, that information should be provided.

    b. Investigate and report instances involving the trafficking in controlled substances.

    c. Provide law enforcement personnel for the eradication of illicit cannabis located within the ***State of California***.

    d. Make arrests and refer to the appropriate prosecutorial authority cases for prosecution under controlled substances laws and other criminal laws.

    e. Send required samples of eradicated illicit cannabis to the National Institute on Drug Abuse (NIDA) Potency Monitoring Project.

    f. Capture, maintain, and share data and statistics with DEA on its marijuana eradication efforts.

    g. Follow all applicable state laws and guidelines.

    h. **FOR AGENCIES FUNDED UNDER OPTION 2**. Certify, by signing this agreement, that funding provided under this agreement will only be used for operations to eradicate large-scale illicit marijuana grows and for the purpose of suppression efforts including, but not limited to investigations targeting drug trafficking organizations involved in marijuana trafficking; and THE AGENCY will follow all applicable state law and guidelines.

    i. **MANDATORY requirement for *THE AGENCY* to utilize *the interim replacement for the Web-based DEA internet Capability Endeavor (DICE) until the permanent replacement is operational or if applicable the Firebird based DEA Analysis/Response Tracking System (DARTS) to report all statistics and seizures per incident, to include the submission of significant items for de-confliction and information sharing purposes.***

    j. Submit electronically a DEA Monthly Accounting Report, with a copy of ***THE AGENCY's*** general ledger that clearly identifies all expenses claimed on the Monthly Accounting Report. If applicable, include invoices for all expenses of $2,500.00 or more for aircraft expenses, clothing and protective gear, equipment, supplies and materials, training, travel, and rental and/or leasing of vehicles or aircrafts. When overtime is claimed, the Overtime Tracker Spreadsheet is also required listing the officer's name, hours worked, and pay as reported on the Monthly Accounting Form.

2. It is understood and agreed by the parties to this Agreement that the activities described in paragraph one and its subparagraphs shall be accomplished with existing personnel, and that the scope of ***THE AGENCY's*** program with respect to those activities by such personnel shall be consistent with California law and solely at ***THE AGENCY's*** discretion, subject to appropriate limitations contained in the budget adopted by ***THE AGENCY***, except that ***THE AGENCY*** understands and agrees that DEA funds and the result of expended funds (e.g. equipment, supplies and other resources) must be directly related to and must only be used for marijuana eradication and suppression program activities in a manner consistent with the CSA, 21 U.S.C. § 801 et seq.

3. Subject to the availability of funds, DEA will provide to ***THE AGENCY*** Federal funds in the amount of **THIRTY THOUSAND DOLLARS ($30,000.00)** for the period of October 1, 2024 to September 30, 2025, to defray costs relating to the eradication and suppression of illicit cannabis. These Federal funds shall only be used for the eradication and suppression of illicit cannabis as provided in this agreement. ***THE AGENCY*** understands and agrees that Federal funds provided to ***THE AGENCY*** under this Agreement will not be used to defray costs relating to herbicidal eradication of illicit cannabis without the advance written consent of DEA. DCE/SP funding is provided for the storage, protection, and destruction of illicit cultivated marijuana. Funding is not provided nor expenditures allowed for the development of technology to assist with the identification of indoor and/or outdoor growing sites. However, funding may be provided for applications and tools used to map marijuana grow sites, but not to reimburse costs of standard police equipment. Additionally, funding and expenditures are not permitted for the eradication of "ditch weed."

   THE AGENCY understands and agrees that Federal funds will not be used to perform any of the following functions: (i) issuing licenses, permits, or other forms of authorization permitting the holder to manufacture, distribute, sell, or use marijuana in contravention of the CSA; (ii) conducting ancillary activities related to the issuance of such licenses and permits, such as background checks on applicants; (iii) collecting state or local tax or licensing revenue related to the manufacture, distribution, or sale of marijuana in contravention of the CSA; (iv) preparing or issuing regulations governing the manufacture, distribution, sale, or possession of marijuana in contravention of the CSA; (v) monitoring compliance with state or local laws or regulations that permit the manufacture, distribution, sale, or use marijuana in contravention of the CSA; or (vi) the purchase of evidence and the purchase of information. The result of expended funds (e.g. equipment, supplies and other resources) must be directly related to and must only be used for marijuana eradication/suppression activities. While using the Federal funds provided to ***THE AGENCY*** under this Agreement for activities on Federal land, ***THE AGENCY*** agrees to notify the appropriate local office of the U.S. Department of Agriculture, (Forest Service) and the U.S. Department of the Interior (Bureau of Land Management, National Park Service, Fish and Wildlife Service, Bureau of Indian Affairs, and/or Bureau of Reclamation) of ***THE AGENCY*'s** presence on Federal land.

4. The Federal funds provided to ***THE AGENCY*** are primarily intended for payment of deputies'/officers' overtime while those deputies and officers are directly engaged in the illicit cannabis eradication and suppression process, **(FY 2025 maximum reimbursable overtime reimbursement rate for the DCE/SP will be at $21,740.50 which is 25 percent of a GS-12, Step 1 taken from the 2024 General Pay Scale, Rest of United States (RUS). The funds shall only be used to pay the normal overtime rate, i.e. time and a half. The overtime reimbursement rate "shall not include any cost for benefits, such as retirement, FICA, or other expenses", which is specifically prohibited)** and for per diem and other direct costs related to the actual conduct of illicit cannabis eradication. Examples of such costs includes rental of aircraft, fuel for aircraft, and minor repairs and maintenance necessitated by use to support illicit cannabis eradication. These Federal funds are not intended as a primary source of funding for the purchase of equipment, supplies, or other resources. When DCE/SP funds are used to purchase supplies, equipment, or other resources, those items must be directly related to and must only be used for marijuana eradication activities and may not be used to perform any of the following functions: (i) issuing licenses, permits, or other forms of authorization permitting the holder to manufacture, distribute, sell, or use marijuana in contravention of the CSA; (ii) conducting ancillary activities related to the issuance of such licenses and permits, such as background checks on applicants; (iii) collecting state or local tax or licensing revenue related to the manufacture, distribution, or sale of marijuana in contravention of the CSA; (iv) preparing or issuing regulations governing the manufacture, distribution, sale, or possession of marijuana in contravention of the CSA; or (v) monitoring compliance with state or local laws or regulations that permit the manufacture, distribution, sale, or use marijuana in contravention of the CSA.

   All purchases of equipment, supplies, and other resources must be requested in writing and specify whether these items will be purchased under criteria Option 1 and/or Option 2 as indicated on Page 1 of this agreement through the respective DEA Division, ***to the Investigative Support Section (ODS)***. Requests must include manufacturer specifications, pricing of the item (including tax, if applicable) to be purchased, and justification for the purchase. The DEA Division personnel will notify the state/local agency whether or not the purchase has been approved. Expenditures for equipment, supplies, and other resources should not exceed 10% of the total Federal funds awarded. Although equipment, supplies, and other resources may be specifically itemized in the Operation Plan, they **are not automatically approved for purchase**. All requests for purchases must be received by HQ/ODS by July 30th. Exemptions to any of these requirements must have prior HQ/ODS approval.

   Per DOJ, none of the funds allocated to ***THE AGENCY*** may be used to purchase promotional items, gifts, trinkets, mementos, tokens of appreciation, or other similar items. Prohibited purchases include items justified as training aids or uniforms/protective gear if they are embossed, engraved or printed with ***THE AGENCY*** or program logos. Additionally, the use of DCE/SP funds for Demand Reduction expenses is no longer authorized.

5. In compliance with Section 623 of Public Law 102-141 and the Federal Acquisition Regulation, ***THE AGENCY*** agrees that no amount of these funds shall be used to finance the acquisition of goods or services unless ***THE AGENCY:***

   (a) Specifies in any announcement of the awarding of the contract for the procurement of the goods and services involved the amount of Federal funds that will be used to finance the acquisition; and

   (b) Expresses the amount announced pursuant to paragraph (a) as a percentage of the total cost of the planned acquisition.

   The above requirements only apply to procurements for goods or services that have an aggregate value of $500,000 or more. Any goods or services acquired under this provision of the agreement must be directly related to and must only be used for marijuana eradication activities and may not be used to perform any of the following functions: (i) issuing licenses, permits, or other forms of authorization permitting the holder to manufacture, distribute, sell, or use marijuana in contravention of the CSA; (ii) conducting ancillary activities related to the issuance of such licenses and permits, such as background checks on applicants; (iii) collecting state or local tax or licensing revenue related to the manufacture, distribution, or sale of marijuana in contravention of the CSA; (iv) preparing or issuing regulations governing the manufacture, distribution, sale, or possession of marijuana in contravention of the CSA; or (v) monitoring compliance with state or local laws or regulations that permit the manufacture, distribution, sale, or use marijuana in contravention of the CSA.

6. If DEA approves the purchase of supplies (all tangible personal property other than "equipment" as defined by 2 C.F.R. § 200.1), and there is a residual inventory of unused supplies exceeding $5,000 in total aggregate fair market value upon termination or completion of this Agreement, and if the supplies are not needed for any other federally sponsored programs or projects, ***THE AGENCY*** shall compensate DEA for DEA's share and in any case the supplies will not be used directly or indirectly to support any state, county or local entity that authorizes cultivating marijuana or has direct oversight or regulatory responsibilities for a state authorized marijuana program, in accordance with 2 C.F.R. § 200.314. ***THE AGENCY*** agrees that any unused supplies not exceeding $5,000 in total aggregate fair market value upon termination or completion of this Agreement will either be used for the marijuana eradication activities, returned to DEA, or destroyed, but in any case will not be used to perform any of the following functions: (i) issuing licenses, permits, or other forms of authorization permitting the holder to manufacture, distribute, sell, or use marijuana in contravention of the CSA; (ii) conducting ancillary activities related to the issuance of such licenses and permits, such as background checks on applicants; (iii) collecting state or local tax or licensing revenue related to the manufacture, distribution, or sale of marijuana in contravention of the CSA; (iv) preparing or issuing regulations governing the manufacture, distribution, sale, or possession of marijuana in contravention of the CSA; or (v) monitoring compliance with state or local laws or regulations that permit the manufacture, distribution, sale, or use marijuana in contravention of the CSA.

7. If DEA approves the purchase of equipment (tangible, non-expendable personal property having a useful life of more than one year and an acquisition cost of $5,000 or more per unit) for the use of ***THE AGENCY***'s personnel engaged in illicit cannabis eradication under this Agreement, ***THE AGENCY*** will use, manage, and dispose of the equipment in accordance with 2 C.F.R. § 200.313, except that in no case, regardless of useful life and acquisition cost, will the equipment be used directly or indirectly to perform any of the following functions: (i) issuing licenses, permits, or other forms of authorization permitting the holder to manufacture,distribute, sell, or use marijuana in contravention of the CSA; (ii) conducting ancillary activities related to the issuance of such licenses and permits, such as background checks on applicants; (iii) collecting state or local tax or licensing revenue related to the manufacture, distribution, or sale of marijuana in contravention of the CSA; (iv) preparing or issuing regulations governing the manufacture, distribution, sale, or possession of marijuana in contravention of the CSA; or (v) monitoring compliance with state or local laws or regulations that permit the manufacture, distribution, sale, or use marijuana in contravention of the CSA.

8. Payment by DEA to ***THE AGENCY*** will be in accordance with a schedule determined by DEA. However, no funds will be paid by DEA to ***THE AGENCY*** under this Agreement until DEA has received to its satisfaction an accounting of the expenditures of all funds paid to ***THE AGENCY*** during the previous year Agreement. The final/closeout expenditure report will be documented on the September (FINAL) Accounting Form.

9. It is understood and agreed by ***THE AGENCY*** that, in return for DEA's payment to ***THE AGENCY*** for Federal funds, ***THE AGENCY*** will comply with all applicable Federal statutes, regulations, guidance, and orders, including previous OMB guidance under OMB **Circular A-102** (Grants and Cooperative Agreements with State and Local Governments), **OMB Circular A-87** (Cost Principles for State, Local and Indian Tribal Governments), and **OMB Circular A-133** (Audits of States, Local Governments and Non-Profit Organizations), which have been combined in 2 C.F.R. Part 200, effective December 26, 2014. In addition, 2 C.F.R. Part 2867 (Non-Procurement Debarment and Suspension), 28 C.F.R. Part 83 (Drug-Free Workplace Act common rule), and 28 C.F.R. Part 69 (Byrd Anti-Lobbying Amendment common rule) apply. (Note: The LOA is a reimbursable agreement, not a grant; therefore, for purposes of the DCE/SP, DEA requires an audit completed regardless of the threshold amount listed in 2 C.F.R. Part 200. The DCE/SP does not have an assigned Catalog of Federal Domestic Assistance (CFDA) number. Audits can be conducted without a CFDA number. The auditor must send an email to the Federal Audit Clearinghouse **erd.fac@census.gov** with their agency's name and EIN number and the information will be forwarded to them. In conjunction with the beginning date of the award, the audit report period of ***THE AGENCY*** under the single audit requirement is ***FY25*** (**10/01/2024** through **09/30/2025).**

10. ***THE AGENCY*** acknowledges that arrangements have been made for any required financial and compliance audits and will be made within the prescribed audit reporting cycle. ***THE AGENCY*** understands that failure to furnish an acceptable audit as determined by the cognizant Federal agency may be a basis for denial of future Federal funds and/or refunding of Federal funds and may be a basis for limiting ***THE AGENCY*** to payment by reimbursement on a cash basis. ***THE AGENCY*** further understands that its use of DEA funds or the result of expended DEA funds (e.g. equipment, supplies and other resources) for any use other than the marijuana eradication program activities, including but not limited to its use directly or indirectly to perform any of the following functions: (i) issuing licenses, permits, or other forms of authorization permitting the holder to manufacture, distribute, sell, or use marijuana in contravention of the CSA; (ii) conducting ancillary activities related to the issuance of such licenses and permits, such as background checks on applicants; (iii) collecting state or local tax or licensing revenue related to the manufacture, distribution, or sale of marijuana in contravention of the CSA; (iv) preparing or issuing regulations governing the manufacture, distribution, sale, or possession of marijuana in contravention of the CSA; or (v) monitoring compliance with state or local laws or regulations that permit the manufacture, distribution, sale,or use marijuana in contravention of the CSA, will be a basis for denial of future Federal funds and/or refunding of Federal funds and may be a basis for limiting ***THE*** *AGENCY* to payment by reimbursement on a cash basis.

11. ***THE AGENCY*** shall maintain complete and accurate reports, records, and accounts of all obligations and expenditures of DEA funds under this Agreement in accordance with generally accepted government accounting principles and in accordance with state laws and procedures for expending and accounting for its own funds. ***THE AGENCY*** shall further maintain its records of all obligations and expenditures of DEA funds under this Agreement in accordance with all instructions provided by DEA to facilitate on-site inspection and auditing of such records and accounts.

12. ***THE AGENCY*** shall permit and have available for examination and auditing by DEA, the DOJ Office of Inspector General, the Government Accountability Office, and any of their duly authorized agents and representatives, any and all investigative reports, records, documents, accounts, invoices, receipts, and expenditures relating to this Agreement. In addition, ***THE AGENCY*** will maintain all such foregoing reports and records for **six** years after termination of this Agreement or until after all audits and examinations are completed and resolved, whichever is longer.

13. ***THE AGENCY*** agrees that an authorized officer or employee will execute and return to the DEA Regional Contractor, the LOA; Electronic Funds Transfer Memorandum; Certifications Regarding Lobbying; Debarment, Suspension, & Other Responsibility Matters; Drug Free Workplace Requirements (OJP Form 406 1/6); and the Assurances (OJP Form 4000/3). ***THE AGENCY*** acknowledges that this Agreement will not take effect and that no Federal funds will be awarded by DEA until DEA receives the completed LOA package.

14. Employees of ***THE AGENCY*** shall at no time be considered employees of the U.S. Government or DEA for any purpose, nor will this Agreement establish an agency relationship between ***THE AGENCY*** and DEA.

15. ***THE AGENCY*** shall be responsible for the acts or omissions of ***THE AGENCY's*** personnel. ***THE AGENCY*** and ***THE AGENCY's*** employees, contractors, or personnel shall not be considered as the agent of any other participating entity, including without limitation, the Drug Enforcement Administration, the Department of Justice or any other component of the United States (U.S.) government. Nothing herein is intended to waive or limit sovereign immunity arising from any legal authority. This Agreement creates no liability on the part of the DEA, its agents or employees, or the U.S. Government for any claims, demands, suits, liabilities, or causes of action of whatever kind and designation, and wherever located resulting from the DCE/SP funded by DEA.

16. ***THE AGENCY*** shall comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, as amended, and all requirements imposed by or pursuant to DOJ regulations implementing those laws, 28 C.F.R. Part 42, Subparts C, F, G, H, and I**.**

17. Upon termination of the Agreement, ***THE AGENCY*** will prepare a September (FINAL) Accounting Form and a general ledger itemizing the breakdown of final expenditures and completion of the overtime spreadsheet tracker. If applicable, attach invoices reflecting the expenditures for equipment in excess of $2,500, which was previously approved by DEA Headquarters, and the expenses associated with rental or leasing of aircraft. The report should be submitted electronically to the DEA Regional Contractor by October 31st.

18. The duration of this Agreement shall be as specified in Paragraph 3, except that this Agreement may be terminated by either party after thirty (30) day written notice to the other party. All obligations that are outstanding on the above prescribed termination date or on the date of any thirty (30) day notice of termination shall be liquidated by ***THE AGENCY*** within sixty (60) days thereof, in which event DEA will only be liable for obligations incurred by ***THE AGENCY*** before the notice of termination. In no event shall ***THE AGENCY*** incur any new obligations during the period of notice of termination. In the event that the agreement is terminated, any DEA funds that have been obligated or expended and the result of expended funds (e.g. equipment, supplies and other resources) will be used and disposed of in accordance with the provisions of this agreement.

19. ***THE AGENCY*** must be registered in the System for Award Management (SAM) to receive payment of Federal funds. ***THE AGENCY*** must have a unique entity identifier known as the Unique Entity ID (UEI). The UEI (formerly the Data Universal Numbering System (DUNS) Number) is a 12-character alphanumeric value assigned to all entities (public and private companies, individuals, institutions or organizations) who must register to do business with the federal government in SAMS. The UEI is required when there is a need for more than one.

    THE AGENCY may obtain the UEI via the internet (www.sam.gov) or for additional information, call by phone at 1-844-472-4111. Both the registration in SAM and the UEI are free of charge.

    Note: It is *THE AGENCY*'s responsibility to update their SAM registration annually or whenever a change occurs.

Failure to abide by the terms of the LOA, or provide the required reports, may result in the cancellation of the current LOA and jeopardize future funding.

***THE AGENCY*'s** current UEI is KKF4RD58DB89.

***THE AGENCY*'s** opportunity to enter into this Agreement with DEA and to receive the Federal funds expires ninety (90) days from date of issuance. Agreement issued on 02/04/2025.

(PLUMAS COUNTY SHERIFF'S DEPARTMENT)

Printed Name & Signature:_____

Title: Todd Johns, Sheriff Date:_____

***Agency**, please submit original signed LOA & associated paperwork to your DEA Regional Contractor*

DRUG ENFORCEMENT ADMINISTRATION

Printed Name & Signature:_____

Special Agent in Charge, San Francisco Field Division Date:_____

***SAC**, please submit original signed LOA & associated paperwork to your Fiscal Office.*

DEA DIVISIONAL FISCAL CLERK MUST INPUT INTO UFMS & COMPLETE THE BOTTOM OF THIS SECTION

ACCOUNTING CLASSIFICATION/OBLIGATION NUMBER:

2025/AFF-B-OP-OD/8210000/PERMID/JDCE/DEA-JLE/DCE/25205/OD009/xxxxxx

UFMS Input Date: _____ **DNC** No._____

DNO No. _____ **DDP** No._____

Printed Name: _____ Signature: _____

***Fiscal,** please submit original signed LOA & associated paperwork to your DEA Regional Contractor.*

Approved as to form:
Craig Settlemire
Counsel

U. S. Department of Justice
Drug Enforcement Administration
Investigative Support Section (ODS)
DEA Headquarters

www.dea.gov

October 1, 2024

All Domestic Cannabis
Eradication/Suppression Program (DCE/SP)
Participating Agencies

Funding for the Domestic Cannabis Eradication/Suppression Program (DCE/SP) is only available by electronic transfer. Funds will be transferred directly into the Letter of Agreement (LOA) agency's bank account. In order to process electronic transfers, the following information must be provided:

Agency Name on Bank Account: County of Plumas

Account Number: _____

Name of Bank/Financial Institution: _____

Address of Bank/Financial Institution: _____

Telephone Number of Bank/Financial Institution: _____

Contact Person of Bank/Financial Institution: _____

Bank/Financial Institution ABA Number: _____

State-Local Agency Name / LOA Number: Plumas County Sheriff's Office/2025-30

E-mail Address for Agency's Financial/
Accounting Section for Transfer Notifications: ronitowery@countyofplumas.com

Julie White, Treasurer
Authorized Agency Representative (Name & Title)

_____ _____
Signature of Authorized Agency Representative Date

Investigative Support Section (ODS)
DEA Headquarters

U.S. Department of Justice
Office of Justice Programs
Office of the Comptroller

CERTIFICATIONS REGARDING LOBBYING; DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS; AND DRUG-FREE WORKPLACE REQUIREMENTS

Applicants should refer to the regulations cited below to determine the certification to which they are required to attest. Applicants should also review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 28 CFR Part 69, "New Restrictions on Lobbying" and 28 CFR Part 67, "Government-wide Debarment and Suspension (Nonpro-curement) and Government-wide Requirements for Drug- Free Workplace (Grants)." The certifications shall be treated as a material representation of fact upon which reliance will be placed when the Department of Justice determines to award the covered transaction, grant, or cooperative agreement.

1. LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over $100,000, as defined at 28 CFR Part 69, the applicant certifies that:

(a) 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 any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;

(b) 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, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subgrants, contracts under grants and cooperative agreements, and subcontracts) and that all subrecipients shall certify and disclose accordingly.

2. DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS (DIRECT RECIPIENT)

As required by Executive Order 12549, Debarment and Suspension, and implemented at 28 CFR Part 67, for prospective participants in primary covered transactions, as defined at 28 CFR Part 67, Section 67.510--

A. The applicant certifies that it and its principals:

(a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, sentenced to a denial of Federal benefits by a State or Federal court, or voluntarily excluded from covered transactions by any Federal department or agency;

(b) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(c) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and

(d) Have not within a three-year period preceding this application had one or more public transactions (Federal, State, or local) terminated for cause or default; and

B. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

3. DRUG-FREE WORKPLACE (GRANTEES OTHER THAN INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67 Sections 67.615 and 67.620--

A. The applicant certifies that it will or will continue to provide a drug-free workplace by:

(a) Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;

(b) Establishing an on-going drug-free awareness program to inform employees about--

(1) The dangers of drug abuse in the workplace;

(2) The grantee's policy of maintaining a drug-free workplace;

(3) Any available drug counseling, rehabilitation, and employee assistance programs; and

(4) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

(c) Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph (a);

(d) Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant,

(1) Abide by the terms of the statement; and

(2) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;

(e) Notifying the agency, in writing, within 10 calendar days after receiving notice under subparagraph (d)(2) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to: Department of Justice, Office of Justice Programs, ATTN: Control Desk, 810 7 th Street, N.W., Washington, D.C. 20531. Notice shall include the identification number(s) of each affected grant;

(f) Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph (d)(2), with respect to any employee who is so convicted--

(1) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or

(2) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

(g) Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs (a), (b), (c), (d), (e), and (f).

B. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance (Street address, city, county, state, zip code)

_____

_____

_____

Check ___if there are workplaces on file that are not identified here.

Section 67, 630 of the regulations provides that a grantee that is a State may elect to make one certification in each Federal fiscal year. A copy of which should be included with each application for Department of Justice funding. States and State agencies may elect to use OJP Form 4061/7.

Check ___if the State has elected to complete OJP Form 4061/7.

_____

DRUG-FREE WORKPLACE
(GRANTEES WHO ARE INDIVIDUALS)

As required by the Drug-Free Workplace Act of 1988, and implemented at 28 CFR Part 67, Subpart F, for grantees, as defined at 28 CFR Part 67; Sections 67.615 and 67.620--

A. As a condition of the grant, I certify that I will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in conducting any activity with the grant; and

B. If convicted of a criminal drug offense resulting from a violation occurring during the conduct of any grant activity, I will report the conviction, in writing, within 10 calendar days of the conviction, to: Department of Justice, Office of Justice

---

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certifications.

1. Grantee Name and Address:

Plumas County Sheriff's Office
1400 E. Main Street
Quincy, CA 95971

2. Application Number and/or Project Name

2025-30

3. Grantee IRS/Vendor Number

94-6000528

4. Typed Name and Title of Authorized Representative

Todd Johns, Sheriff

5. Signature

6. Date

ASSURANCES

The Applicant hereby assures and certifies compliance with all Federal statutes, regulations, policies, guidelines and requirements, including OMB Circulars No. A-21, A-87, A-110, A-122, A-133; E.O. 12372 and Uniform Administrative Requirements for Grants and Cooperative Agreements - 28 CFR, Part 66, Common rule, that govern the application, acceptance and use of Federal funds for this federally-assisted project. Also the Applicant assures and certifies that:

1. It possesses legal authority to apply for the grant; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body, authorizing the filing of the application, including all understandings and assurances containedtherein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and toprovide such additional information may be required.

2. It will comply with requirements of the provisions of the Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (P.L. 91-646) which provides for fair and equitable treatment of persons displaced as a result of Federal and federally - assisted programs.

3. It will comply with provisions of Federal law which limit certain political activities of employees of a State or local unit of government whose principal employment is in connection with an activity financed in whole or in part by Federal grants. (5 USC 1501, et seq.)

4. It will comply with the minimum wage and maximum hours provisions of the Federal Fair Labor Standards Act if applicable.

5. It will establish safeguards to prohibit employees from using their positions for a purpose that is or gives the appearance of being motivated by a desire for private gain for themselves or others, particularly those with whom they have family, business, or other ties.

6. It will give the sponsoring agency or the Comptroller General, through any authorized representative, access toand the right to examine all records, books, papers, or documents related to the grant.

7. It will comply with all requirements imposed by the Federal sponsoring agency concerning special requirements of law, program requirements, and other administrative requirements.

8. It will insure that the facilities under its ownership, lease or supervision which shall be utilized in the accomplishment of the project are not listed on the Environmental Protection Agency's (EPA)list of Violating Facilities and that it will notify the Federal grantor agency of the receipt of any communication from the Director of the EPA Office of Federal Activities indicating that a facility to be used in the project is under consideration for listing by the EPA.

9. It will comply with the flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973, Public Law 93-234, 87 Stat. 975, approved December 31, 1976, Section 102(a) requires, on and after March 2, 1975, the purchase of flood insurance in communities where such insurance is available as a condition for the receipt of any Federal financial assistance for construction or acquisition purposes for usein any area that has been identified by the Secretary of the Department of Housing and Urban Development as an area having special flood hazards. The phrase "Federal financial assistance" includes any form of loan, grant, guaranty, insurancepayment, rebate, subsidy, disaster assistance loan or grant, or any other form of direct or indirect Federal assistance.

10. It will assist the Federal grantor agency in its compliance with Section 106 of the National Historic Preservation Act of 1966 as amended (16 USC 470), Executive Order 11593, and the Archeological and Historical Preservation Act of 1966 (16 USC 569 a-1 et seq.) by (a) consulting with the State Historic Preservation Officer on the conduct of investigations, as necessary, to identify properties listed in or eligible for inclusion in the National Register of Historic Places that are subject to adverse effects (see 36 CFR Part 800.8) by the activity, and notifying the Federal grantor agency of the existence of any such properties, and by (b) complying with all requirements established by the Federal grantor agency to avoid or mitigate adverse effects upon such properties.

11. It will comply, and assure the compliance of all its subgrantees and contractors, with the applicable provisions of Title I of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, the Juvenile Justice and Delinquency Prevention Act, or the Victims of Crime Act, as appropriate; the provisions of the current edition of the Office of Justice Programs Financial and Administrative Guide for Grants, M7100.1; and all other applicable Federal laws, orders, circulars, or regulations.

12. It will comply with the provisions of 28 CFR applicable to grants and cooperative agreements including Part 18, Administrative Review Procedure; Part 20, Criminal Justice Information Systems; Part 22, Confidentiality of Identifiable Research and Statistical Information; Part 23, Criminal Intelligence Systems Operating Policies; Part 30, Intergove-rnmental Review of Department of Justice Programs and Activities; Part 42, Nondiscrimination/Equal Employment Opportunity Policies and Procedures; Part 61, Procedures for Implementing the National Environmental Policy Act; Part 63, Floodplain Management and Wetland Protection Procedures; and Federal laws or regulations applicable to Federal Assistance Programs.

13. It will comply, and all its contractors will comply, with the nondiscri-mination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended, 42 USC 3789(d), or Victims of Crime Act (as appropriate); Title VI of the Civil Rights Act of 1964, as amended; Section 504 of the Rehabilitation Act of 1973, as amended; Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990); Title IX of the Education Amendments of 1972; the Age Discrimination Act of 1975; Department of Justice Non-Discrimination Regulations, 28 CFR Part 42, Subparts C, D, E, and G; and Department of Justice regulations on disability discrimination, 28 CFR Part 35 and Part 39.

14. In the event a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing on the grounds of race, color, religion, national origin, sex, or disability against a recipient of funds, the recipient will forward a copy of the finding to the Office for Civil Rights, Office of Justice Programs.

15. It will provide an Equal Employment Opportunity Program if required to maintain one, where the application is for $500,000 or more.

16. It will comply with the provisions of the Coastal Barrier Resources Act (P.L. 97-348) dated October 19, 1982 (16 USC 3501 et seq.) which prohibits the expenditure of most new Federal funds within the units of the Coastal Barrier Resources System.

Signature

Date

Agency Name & LOA Number: Plumas County Sheriff's Office /2025-30

Approved as to form:
Craig Settlemire
Counsel

PLUMAS COUNTY
SHERIFFS DEPARTMENT
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Sarah Novak, Sheriff's Fiscal Officer**
MEETING DATE:	**February 4, 2025**
SUBJECT:	**Approve and authorize Chair to sign amendment to agreement between Plumas County Sheriff's Office and Joseph Schad, D.O. to add to the scope of work where the contractor will approve and manage inmate menus and medical diets as needed; (General Fund Impact) (various budgets); approved as to form by County Counsel.**

Recommendation:
Approve and authorize Chair to sign amendment to agreement between Plumas County Sheriff's Office and Joseph Schad, D.O. to add to the scope of work where the contractor will approve and manage inmate menus and medical diets as needed; (General Fund Impact) (various budgets); approved as to form by County Counsel.

Background and Discussion:
Approve and authorize Chair to sign amendment to agreement with Joseph Schad, D.O., to add to the scope of work of the original contract. Additional work will include contractor approving and managing inmate menus and medical diets at the Plumas County Correctional Facility.

Action:

Approve and authorize Chair to sign amendment to agreement between Plumas County Sheriff's Office and Joseph Schad, D.O. to add to the scope of work where the contractor will approve and manage inmate menus and medical diets as needed; (General Fund Impact) (various budgets); approved as to form by County Counsel.

Fiscal Impact:

(General Fund Impact) (various budgets); approved as to form by County Counsel.

Attachments:
1. Joseph Schad, DO AMENDMENT 4561 FINAL
2. Joseph Schad, DO FULLY EXECUTED

FIRST AMENDMENT TO AGREEMENT

BY AND BETWEEN

PLUMAS COUNTY AND Joseph Schad, D.O.

This First Amendment to Agreement ("Amendment") is made on January 6, 2025, between PLUMAS COUNTY, a political subdivision of the State of California ("COUNTY"), and Joseph Schad, D.O. ("CONTRACTOR") who agrees as follows:

1. **Recitals:** This Amendment is made with reference to the following facts and objectives:

    a. PLUMAS COUNTY and JOSEPH SCHAD, D.O. have entered into a written Agreement dated July 1, 2024, (the "Agreement"), in which JOSEPH SCHAD, D.O. agreed to provide and coordinate comprehensive medical care services for inmates at correctional facilities within Plumas County.

    b. Because of additional services that require a change to the scope of work and the compensation on the current contract, the parties desire to amend the Agreement.

2. **Amendments:** The parties agree to amend the Agreement as follows:

    a. Paragraph 2 is amended to read as follows:

    Compensation. County shall pay Contractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed One Hundred Eighty Thousand, Seven Hundred and 00/100 Dollars ($180,700.00).

    b. The following is added to Exhibit A – Scope of Work as section D (a) (xiv):

    Approve and manage inmate menus and medical diets at the Plumas County Correctional Facility.

    c. Exhibit B – Fee Schedule - Section 1 is amended to read as follows:

    For Services satisfactorily rendered, and upon receipt and approval of Proposal said services,

the County agrees to compensate Contractor a flat fee of fifteen thousand fifty-eight and 33/100 dollars per month. This Agreement shall not exceed One Hundred Eighty Thousand, Seven Hundred and 00/100 Dollars ($180,700.00).

3. **Effectiveness of Agreement:** Except as set forth in this First Amendment of Agreement, all provisions of the Agreement dated July 1, 2024, shall remain unchanged and in full force and effect.

CONTRACTOR:

Joseph Schad, D.O. and Individual

By:_____
Name: Joseph Schad, D.O.
Title: D.O.
Date signed:

COUNTY:

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

By:_____
Name:
Title: Chair, Board of Supervisors
Date signed:

ATTEST:

By:_____
Name: Allen Hiskey
Title: Clerk of the Board of Supervisors
Date signed:

Approved as to form:

_____
Sara James, Attorney
County Counsel's Office

#PCSOØØ157

Services Agreement

This Agreement is made by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its **Sheriff's Office** (hereinafter referred to as "County"), and Joseph Schad, D.O. (hereinafter referred to as "Contractor").

The parties agree as follows:

1. Scope of Work. Contractor shall provide the County with services as set forth in Exhibit A, attached hereto.

2. Compensation. County shall pay Contractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed One Hundred and Seventy-Eight Thousand, Two Hundred and 00/100 Dollars ($178,200.00).

3. Term. The term of this agreement shall be from July 1, 2024, through June 30, 2025, unless terminated earlier as provided herein.

4. Termination. Either party may terminate this agreement by giving thirty (30) days written notice to the other party.

5. Non-Appropriation of Funds. It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, the County shall have no liability to pay any further funds whatsoever to Contractor or furnish any other consideration under this Agreement and Contractor shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either cancel this Agreement with no further liability incurring to the County, or offer an amendment to Contractor to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution. Contractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.

6. Warranty and Legal Compliance. The services provided under this Agreement are non-exclusive and shall be completed promptly and competently. Contractor shall guarantee all parts and labor for a period of one year following the expiration of the term of this Agreement unless otherwise specified in Exhibit A. Contractor agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.

7. Amendment. This Agreement may be amended at any time by mutual agreement of the parties, expressed in writing and duly executed by both parties. No alteration of the

terms of this Agreement shall be valid or binding upon either party unless made in writing and duly executed by both parties.

8. Indemnification. To the furthest extent permitted by law (including without limitation California Civil Code Sections 2782 and 2782.8, if applicable), County shall not be liable for, and Contractor shall defend and indemnify County and its officers, agents, employees, and volunteers (collectively "County Parties"), against any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorney's fees and court costs (hereinafter collectively referred to as "Claims"), which arise out of or are in any way connected to the work covered by this Agreement arising either directly or indirectly from any act, error, omission or negligence of Contractor or its officers, employees, agents, contractors, licensees or servants, including, without limitation, Claims caused by the concurrent negligent act, error or omission, whether active or passive of County Parties. Contractor shall have no obligation, however, to defend or indemnify County Parties from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of County Parties. The obligations of this indemnity shall be for the full amount of all damage to County, including defense costs, and shall not be limited by any insurance limits.

9. Insurance. Contractor agrees to maintain the following insurance coverage throughout the term of this Agreement:

   a. Commercial general liability (and professional liability, if applicable to the services provided) coverage, with minimum per occurrence limit of the greater of (i) the limit available on the policy, or (ii) one million dollars ($1,000,000).

   b. Automobile liability coverage (including non-owned automobiles), with minimum bodily injury limit of the greater of (i) the limit available on the policy, or (ii) two-hundred fifty thousand dollars ($250,000) per person and five hundred thousand dollars ($500,000) per accident, as well as a minimum property damage limit of the greater of (i) the limit available on the policy, or (ii) fifty thousand dollars ($50,000) per accident.

   c. Each policy of commercial general liability (and professional liability, if applicable to the services provided) coverage and automobile liability coverage (including non-owned automobiles) shall meet the following requirements:

      i. Each policy shall be endorsed to name the County, its officers, officials, employees, representatives and agents (collectively, for the purpose of this section 9, the "County") as additional insureds. The Additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13; and

ii. All coverage available under such policy to Contractor, as the named insured, shall also be available and applicable to the County, as the additional insured; and

iii. All of Contractor's available insurance proceeds in excess of the specified minimum limits shall be available to satisfy any and all claims of the County, including defense costs and damages; and

iv. Any insurance limitations are independent of and shall not limit the indemnification terms of this Agreement; and

v. Contractor's policy shall be primary insurance as respects the County, its officers, officials, employees, representatives and agents, and any insurance or self-insurance maintained by the County, its officers, officials, employees, representatives and agents shall be in excess of the Contractor's insurance and shall not contribute with it, and such policy shall contain any endorsements necessary to effectuate this provision. The primary and non-contributory endorsement shall be at least as broad as ISO Form 20 01 04 13; and

vi. To the extent that Contractor carries any excess insurance policy applicable to the work performed under this Agreement, such excess insurance policy shall also apply on a primary and non-contributory basis for the benefit of the County before the County's own primary insurance policy or self-insurance shall be called upon to protect it as a named insured, and such policy shall contain any endorsements necessary to effectuate this provision.

d. Workers Compensation insurance in accordance with California state law.

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

10. Licenses and Permits. Contractor represents and warrants to County that it or its principals have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required for Contractor to practice its profession and to perform its duties and obligations under this Agreement. Contractor represents and warrants to County that Contractor shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required for

Contractor or its principals to practice its professions and to perform its duties and obligations under this Agreement.

11. Relationship of Parties. It is understood that Contractor is not acting hereunder as an employee of the County, but solely as an independent contractor. Contractor, by virtue of this Agreement, has no authority to bind, or incur any obligation on behalf of, County. Except as expressly provided in this Agreement, Contractor has no authority or responsibility to exercise any rights or power vested in County. It is understood by both Contractor and County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or joint venture.

12. Business-to-Business Relationship. Contractor represents and warrants that Contractor is an individual acting as a sole proprietor, or a business entity formed as a partnership, limited liability company, limited liability partnership, or corporation ("business service provider") that customarily provides services of the same nature as the services provided for County under this Agreement. Contractor represents and warrants that Contractor advertises these services to and contracts with entities other than County. Contractor represents and warrants that Contractor maintains a separate business location and has all required business licenses and tax registration, if any, in order to perform services under this Agreement. Contractor shall have the right to set their own hours and location of work, consistent with the nature of the services provided under this Agreement. Contractor shall determine the method, means and manner of performance of, but not limited to, such matters as outlined in Exhibit "A" without restriction by County. County is interested only in the results to be achieved from Contractor's performance of the services. Contractor shall provide their own resources and equipment and direct their operation in all respects when necessary to perform these services. Notwithstanding this Agreement, Contractor shall have the right to provide the same or similar services to entities other than the County without restriction. County shall have no authority, control, or liability regarding Contractor's performance or activities before or after each instance that Contractor may perform under this Agreement. Contractor will at all times indemnify and hold County, and their respective agents, contractors and employees harmless from any and all claims, damages, liabilities and costs (including attorneys' fees) arising out of any material breach by Contractor of any representation, warrant or agreement made by Contractor hereunder or arising out of Contractor's services.

13. Assignment. Contractor may not assign, subcontract, sublet, or transfer its interest in this Agreement without the prior written consent of the County.

14. Non-discrimination. Contractor agrees not to discriminate in the provision of service under this Agreement on the basis of race, color, religion, marital status, national origin, ancestry, sex, sexual orientation, physical or mental handicap, age, or medical condition.

15. Choice of Law. The laws of the State of California shall govern this agreement.

16. Interpretation. This agreement is the result of the joint efforts of both parties and their attorneys. The agreement and each of its provisions will be interpreted fairly, simply, and not strictly for or against either party.

17. Integration. This Agreement constitutes the entire understanding between the parties respecting the subject matter contained herein and supersedes any and all prior oral or written agreements regarding such subject matter.

18. Severability. The invalidity of any provision of this Agreement, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.

19. Headings. The headings and captions contained in this Agreement are for convenience only, and shall be of no force or effect in construing and interpreting the provisions of this Agreement.

20. Waiver of Rights. No delay or failure of either party in exercising any right, and no partial or single exercise of any right, shall be deemed to constitute a waiver of that right or any other right.

21. Conflict of Interest. The parties to this Agreement have read and are aware of the provisions of Government Code section 1090 *et seq.* and section 87100 *et seq.* relating to conflicts of interest of public officers and employees. Contractor represents that it is unaware of any financial or economic interest of any public officer or employee of County relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement and is later discovered by the County, the County may immediately terminate this Agreement by giving written notice to Contractor.

22. Notice Addresses. All notices under this Agreement shall be effective only if made in writing and delivered by personal service or by mail and addressed as follows. Either party may, by written notice to the other, change its own mailing address.

County:

Sheriff's Office
County of Plumas
1400 E. Main Street
Quincy, CA 95971
Attention: Sarah Novak

Contractor:

Joseph Schad D.O.
3730 Chandler Rd.
Quincy, Ca. 95971
Attention: Joseph Schad

23. Time of the Essence. Time is hereby expressly declared to be of the essence of this Agreement and of each and every provision thereof, and each such provision is hereby made and declared to be a material, necessary, and essential part of this Agreement.

24. Contract Execution. Each individual executing this Agreement on behalf of Contractor represents that he or she is fully authorized to execute and deliver this Agreement.

25. Ukraine Sanctions. Pursuant to Executive Order N-6-22 Contractor is aware that as a compliance with the economic sanctions imposed in response to Russia's actions in Ukraine is required, including with respect to, but not limited to, the federal executive orders identified in the EO and the sanctions identified on the U.S. Department of the Treasury website (https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions). Failure to comply may result in the termination of this agreement.

26. Suspension and Debarment. The County does not employ vendors or contractors who are listed on the National World Wide Web Site System for Award Management (sam.gov) by Federal General Services Administration (GSA) for the purpose of disseminating information on parties that are debarred from receiving Federal contracts, certain subcontracts, and certain Federal financial and nonfinancial assistance and benefits, pursuant to the provisions of 31 U.S.C. 6101, note, E.O. 12549, E.O. 12689, 48 CFR 9.404, and each agency's codification of the Common Rule for Non-procurement suspension and debarment.

a. This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R.§ 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

b. The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

c. This certification is a material representation of fact relied upon by the County. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

d. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any Contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

27. Retention of Records. If the maximum compensation payable under section 2 of this Agreement exceeds $10,000, then, pursuant to California Government Code section 8546.7, the performance of any work under this Agreement is subject to the examination and audit of the State Auditor at the request of the County or as part of any audit of the County for a period of three years after final payment under the Agreement. Each party hereto shall retain all records relating to the performance and administration of this Agreement for three years after final payment hereunder, and Contractor agrees to provide such records either to the County or to the State Auditor upon the request of either the State Auditor or the County.

28. Conflicts. In the event of any conflict between the terms of this Agreement and the terms of any exhibit hereto, the terms of this Agreement shall control, and the conflicting term of the exhibit shall be given no effect. Any limitation of liability contained in an attached exhibit shall be null and void.

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

CONTRACTOR:

Joseph Schad, D.O., an Individual

By:_____
Name: Joseph Schad, D.O.
Title: D.O.
Date signed: 5.10.24

COUNTY:

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

By:_____
Name: Todd Johns
Title: Sheriff/Coroner
Date signed: 6/17/2024

By:_____
Name: Greg Hagwood
Title: Chair, Board of Supervisors
Date signed: 6.11.24

ATTEST:

By:_____
Name: Allen Hiskey
Title: Clerk of the Board of Supervisors
Date signed: 6.11.24

Approved as to form:
Craig Settlemire
Counsel

EXHIBIT A

Scope of Work

STATEMENT OF WORK AS MEDICAL DIRECTOR

A. INTENT

a. To provide and coordinate comprehensive medical care services for inmates at correctional facilities managed by Plumas County Sheriff's Office (PCSO). Plan to work cooperatively with PCSO, the Plumas County Behavioral Health Care Services department which is responsible for providing mental health care to inmates. Also plan to work with and coordinate care with dental, vision, pharmacy, nursing and physician contractors.

b. Intend to satisfy both medical and nursing qualifications for NCCHC certification as stated in Title 15. The Medical Director position would be 75% administrative and 25% clinical.

c. Medical Director will provide secretarial/clerical support for all administrative functions.

d. Fee Schedule see Exhibit B

1. REQUIREMENTS TO BE PROVIDED BY PLUMAS COUNTY JAIL

   a. Contract with local medical physicians

      i. Provide medical services twenty-four hours a day, seven days a week

      ii. Weekly medical rounds at Jail

   b. Contract with Nurses

   c. Contract with Plumas County Behavioral Health Services

      i. Responsible for providing mental health care

   d. Prosthesis/Glasses as medically indicated and appropriate

   e. Medical Equipment as medically indicated and appropriate (i.e. braces, crutches, etc.).

   f. Ancillary Services. Contracted arrangement with Plumas District Hospital for Laboratory, x-ray, and other ancillary services as required.

   g. Hospital Care. Contracted arrangement with Plumas District Hospital for all in-patient and out-patient treatment following booking.

   h. Contract agreements with Dental

   i. Contract agreements with Optometry

   j. Contracted Pharmaceutical Vendor to complete the following

      i. Pharmaceutical Policies and procedures in compliance with Title 15

      ii. Generate pharmacy and therapeutic reports monthly

      iii. Formulary implementation

      iv. Consulting services for nursing during business hours

      v. Policy for repackaging medication and delivery of medications

      vi. Develop appropriate training of Correctional Officers, per Title 15, to administer medications when nurse is unavailable

      vii. Policy and procedure for controlled substances

      viii. Policy and procedure for over the counter medications

B. ADMINISTRATIVE SERVICES PROVIDED AND OVERSEEN BY MEDICAL DIRECTOR

a. Administrative Meetings and Reports

i. Monthly Statistical data collection (in accordance to NCCHC standards) by nursing staff including: clinic visits, ER visits, medications administered, number of patients receiving psychotropic medications, volume of patients who receive mental health services, etc.

ii. Weekly meetings with nursing staff on restructuring, revising, and revamping the health care policy manual in accordance to NCCHC standards and Title 15

1. Monitor health care services, investigation of complaints, review of administration practices

2. Evaluating problems or concerns with nursing and other staff and whether corrective measures were effective

3. Quality measure review of each policy implemented.

4. All meetings will have secretarial documentation with minutes

iii. Monthly meetings with Correctional Jail Commander (or designee), Medical Director, Nursing, Mental Health representative

iv. Yearly QI meeting with Correctional Jail Commander, Medical Director, Contracted physicians, Contracted Dental, Mental Health Director, Public Health Director, and Nursing Director.

b. Quality Management

i. Monitor health care services, investigation of complaints, review of administration practices and implementation of treatment plans

ii. Review all in-custody deaths, suicides, suicide attempts, outbreaks of illness, and adverse or unexpected outcomes

1. Implement a system of measurement to address and resolve problems and re-evaluate to objectively measure if corrective measures were effective.

c. Medical Licensing, Credentialing, and Privileging

i. Licensing and Credentialing. Will ensure existing Physician and nursing staff and new hires possess and maintain all permits, licenses, and professional credentials necessary to provide quality comprehensive medical health services.

ii. Develop ongoing monitoring system for maintaining current licensure

d. Job Descriptions

i. Will Develop written job description for medical physicians (in accordance with contracted physicians)

ii. Will Develop written job description for Registered nurse, Licensed Vocational Nurse (in accordance with contracted nurses)

iii. Will be reviewed on annual basis

e. Staff Development and Training

i. Develop written staff development and training plan

1. County Public Health will aid in this process

2. Topics will include but be limited to: CPR, Alcohol drug intoxication, emotional disturbance, suicide training

3. Training programs will be available to Correctional Personnel

f. Medication Administration

i. Policy and procedures will be monitored will be followed per NCCHC standard

ii. Standardizing medication administration times so majority of medications can be administered while nursing services are on premises

g. Medical Policies and Procedures

i. Ongoing monitoring and quality improvement projection related to adherence to policies and procedures per NCCHC standards.

ii. Peer Review

1. 10% of sick visits per contracted medical provider (not including Dental and Mental Health) will be peer reviewed yearly.

iii. Audit, review, and document at least 10% of each of the individual RN's who implement standardized procedures.

iv. Develop and implement discharge planning policies and procedures

1. Appropriate referrals, adequate supply of medications, follow up plans with outside providers.

2. Coordination with discharge planning team and monthly meetings.

h. Mental Health Policies and Procedures/Services

i. Monitor compliance with policies and procedures in accordance with NCCHC standards.

ii. Implementing ongoing quality improvement studies and projects in accordance with NCCHC standards.

C. MEDICAL OVERSIGHT PROVIDED BY MEDICAL DIRECTOR

a. Oversight of contracted medical services including on call service and sick visits.

i. Medical quality and Documentation

ii. 10% per year of physician charts will be reviewed for quality measures

b. Oversight of intake visits

i. Weekly oversight of Intake screenings performed for all inmates by a licensed registered nurse (RN) or (LVN) at the time of booking.

1. Document abnormal behaviors, state of consciousness, mental status, appearance, and other signs and symptoms, such as profuse sweating or tremors, offenders who are in obvious need of immediate medical attention will be referred for immediate medical care.

D. MEDICAL SERVICES PROVIDED BY MEDICAL DIRECTOR

a. Implement Health Appraisal (Wellness Visit). An appraisal will be performed by Medical Director in conjunction with nursing staff. Goal is to assure inmates being treated at facility have health care plans with clear goals, and objectives. Appraisal to be done within 14days of booking. Timing will be determined by complexity of medical conditions.

i. Develop problem list with active medications

ii. Medical history, current medical problems, prior hospitalizations, treatments, signs or symptoms including infectious and communicable disease, and the possibility of pregnancy

1. Women Health and Obstetric visits will require local hospital until adequate space is provided a correctional facility.

iii. Most recent Laboratory and/or diagnostic tests to detect communicable disease or other health conditions, including sexually transmitted infection, tuberculosis, hepatitis, Aids, and pregnancy.

1. AIDS and Hepatitis treatment will be coordinated through local hospital

iv. Measurements of height, weight, pulse, blood pressure, and temperature.

v. Conditions of the skin, including signs of trauma, lesions, bruises, recent tattoos, jaundice, infestations, rashes, and indications of drug abuse

vi. Dental problems and referral to dental consult for urgent dental needs

vii. Body deformities, ease of movement, etc

viii. Disabilities that may require accommodation

ix. Mental health screenings will be conducted. Inmates with emergent needs will receive immediate care at local emergency department. Inmates with urgent needs will be referred for an assessment within 24hrs.

x. Appropriate use of controlled substances utilizing medical record, cures report, consultation with previous treating provider, and controlled substance count

xi. Medical examination, including examination of heart, lungs, abdomen, skin, and any other part of the body for which examination would be prudent based on patient specific history, risks, or other clinical indicators

xii. Development and implementation of a comprehensive health services treatment plan based on previously identified problems.

xiii. Coordinate and make arrangements, as indicated, for outside consultation services

b. Substance Use disorder Treatment program

   i. Implementation of program and Policy Procedure development

      1. Including medication assisted treatment for Opiate Use Disorder

c. Wellness visits on every patient by 14days of incarceration

   i. Visit addressing current standard of care screening and treatment of chronic disease

   ii. Health maintenance visits as dictated by wellness visit (ex: hypertension, diabetes, etc)

d. Communicable/infectious disease outbreak (for example COVID, chicken pox, lice, or flu outbreak).

   i. Policies, procedures and/or reports and notifications advising treatment plans.

   ii. Reporting of such incidents to public health officials, who would be responsible for recording and charting such incidents, and the education programs that would occur to prevent future occurrences of such incidents.

EXHIBIT B

Fee Schedule

1. For Services satisfactorily rendered, and upon receipt and approval of Proposal for said services, the County agrees to compensate Contractor a flat fee of fourteen thousand eight hundred fifty and No/100 Dollars ($14,850.00) per month. (10% increase from previous year to account for inflation). **This Agreement shall not exceed One Hundred and Seventy-Eight Thousand Two Hundred Dollars ($ 178,200.00).**

2. Contractor shall be responsible for the cost of secretarial and clerical work.

3. County shall be responsible for the payment of all medical prescriptions, laboratory testing services, medical bills for hospitalized inmates, over-the-counter medications, other contracted services as discussed, and medical supplies as discussed. The County shall pay these costs directly to the vendors of such goods and services, unless an alternative arrangement is approved in writing by the County's Project Manager.

5. County shall be responsible for the service costs of contracted physicians, nurses, pharmacist, Dentist, optometry, and any specialty medical services needed.

PLUMAS COUNTY
BEHAVIORAL HEALTH DEPARTMENT
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Che Shannon, Management Analyst II**
MEETING DATE:	**February 4, 2025**
SUBJECT:	**Adopt RESOLUTION to accept Integrated Contract State of California Department of Health Care Services and the County of Plumas to deliver both mental health and substance use disorders services under Drug Medi-Cal; (No General Fund Impact); approved as to form by County Counsel; discussion and possible action; Roll call vote**

Recommendation:

RESOLUTION to accept Integrated Contract State of California Department of Health Care Services and the County of Plumas to deliver both mental health and substance use disorders services under Drug Medi-Cal; (No General Fund Impact); approved as to form by County Counsel. Roll call vote

Background and Discussion:

The State of California Department of Health Care Services Integrated Contract No. 24-40140 will set forth the conditions and requirements for both mental health services and substance use disorders under Drug Medi-Cal that Plumas County Behavioral Health must meet in order to receive funding.

Action:

RESOLUTION to accept Integrated Contract State of California Department of Health Care Services and the County of Plumas to deliver both mental health and substance use disorders services under Drug Medi-Cal; (No General Fund Impact); approved as to form by County Counsel. Roll call vote

Fiscal Impact:

No General Fund Impact

Attachments:

1. 4392 Resolution FINAL (1)
2. Item 3.B.1

RESOLUTION NO. 24-

RESOLUTION TO ACCEPT INTEGRATED CONTRACT AGREEMENT NUMBER 24-40140 STATE OF CALIFORNIA DEPARMENT OF HEALTH CARE SERVICES AND THE COUNTY OF PLUMAS TO DELIVER BOTH MENTAL HEALTH SERVICES AND SUBSTANCE USE DISORDERS SERVICES UNDER DRUG MEDI-CAL

WHEREAS State of California Department of Health Care Services Integrated Contract No. 24-40140 will set forth the conditions and requirements for both mental health services and substance use disorders under Drug Medi-Cal that Plumas County Behavioral Health must meet in order to receive funding.

WHEREAS On January 1, 2025, DHCS and the County of Plumas will enter into Integrated Contract No. 24-40140, to deliver both mental health services under the Specialty Mental Health Services and substance use disorders for covered Drug Medi-Cal services. Integrated Contract No. 24-40140 wholly replaces DMC Contract No. 23-30098.

NOW, THEREFORE, BE IT RESOLVED by the Plumas County Board of Supervisors as follows:

> Approve State of California Department of Health Care Services Integrated Contract No. 24-40140 for County Behavioral Health Director to sign, and any amendments pertaining to this agreement as the Board's designee.

The foregoing Resolution, was duly passed and adopted by the Board of Supervisors, County of Plumas, State of California, at a regular meeting of said Board held on the ___ day of December 2024 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Chair, Plumas County Board of Supervisors

ATTEST:

_____
Clerk, Board of Supervisors

Approved as to form:
Craig Settlemire
Counsel

SCO ID: 4260-2440140

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER	PURCHASING AUTHORITY NUMBER (If Applicable)
24-40140	

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

Department of Health Care Services

CONTRACTOR NAME

County of Plumas

2. The term of this Agreement is:

START DATE

January 1, 2025

THROUGH END DATE

December 31, 2026

3. The maximum amount of this Agreement is:

$0 (Zero Dollars)

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibits	Title	Pages
Exhibit A	Scope of Work	5
Exhibit A, Attachment 1	SMHS: Organization and Administration	8
Exhibit A, Attachment 2A	SMHS: Scope of Services	7
+ - Exhibit A, Attachment 2B	SMHS: Peer Support Services	2
+ - Exhibit A, Attachment 2C	[Reserved]	1
+ - Exhibit A, Attachment 2D	[Reserved]	1
+ - Exhibit A, Attachment 2E	DMC: Scope of Services	12
+ - Exhibit A, Attachment 2F	DMC: Medi-Cal Peer Support Services	2
+ - Exhibit A, Attachment 3	Financial Requirements	4
+ - Exhibit A, Attachment 4	Management Information Systems	5
+ - Exhibit A, Attachment 5	SMHS: Quality Improvement System	6
+ - Exhibit A, Attachment 6	Utilization Management Program	4

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES
STANDARD AGREEMENT
STD 213 (Rev. 04/2020)

AGREEMENT NUMBER	PURCHASING AUTHORITY NUMBER (If Applicable)
24-40140	

Exhibits	Title	Pages
+ - Exhibit A, Attachment 7	Access and Availability of Services	6
+ - Exhibit A, Attachment 8	Provider Network, Contracted Providers, and Timely Access	14
+ - Exhibit A, Attachment 9	[Reserved]	1
+ - Exhibit A, Attachment 10	Coordination and Continuity of Care	4
+ - Exhibit A, Attachment 11	Information Requirements	17
+ - Exhibit A, Attachment 12	Member Problem Resolution	17
+ - Exhibit A, Attachment 13	Program Integrity	13
+ - Exhibit A, Attachment 14	Reporting Requirements	5
+ - Exhibit B	Budget Detail and Payment Provisions	6
+ - Exhibit C *	General Terms and Conditions	04/2017
+ - Exhibit D	Special Terms and Conditions	40
+ - Exhibit E	Additional Provisions	17
+ - Exhibit E, Attachment 1	General Definitions	12
+ - Exhibit E, Attachment 2	SMHS: Service Definitions	9
+ - Exhibit E, Attachment 3	DMC and DMC-ODS: Service Definitions	4
+ - Exhibit F	Business Associate Addendum	6

Items shown with an asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.
These documents can be viewed at https://www.dgs.ca.gov/OLS/Resources

SCO ID: 4260-2440140

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES
STANDARD AGREEMENT
STD 213 (Rev. 04/2020)

AGREEMENT NUMBER	PURCHASING AUTHORITY NUMBER (If Applicable)
24-40140	

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)
County of Plumas

CONTRACTOR BUSINESS ADDRESS	CITY	STATE	ZIP
270 County Hospital Road, Suite 109	Quincy	CA	95971

PRINTED NAME OF PERSON SIGNING	TITLE

CONTRACTOR AUTHORIZED SIGNATURE	DATE SIGNED

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME
Department of Health Care Services

CONTRACTING AGENCY ADDRESS	CITY	STATE	ZIP
1501 Capitol Avenue, MS 4200	Sacramento	CA	95814

PRINTED NAME OF PERSON SIGNING	TITLE

CONTRACTING AGENCY AUTHORIZED SIGNATURE	DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL	EXEMPTION (If Applicable)
	WIC 14184.102(e) & 14703

Exhibit A
SCOPE OF WORK

1. Service Overview

The Contractor agrees to provide to the California Department of Health Care Services (hereafter referred to as DHCS, the Department, or the State) the services described herein.

The Contractor will provide or arrange for the provision of specialty mental health services (SMHS) and Drug Medi-Cal (DMC) services as defined in this intergovernmental agreement (the "Contract") to Medi-Cal members residing in the County of Plumas who meet the applicable access criteria. Contractor will provide or arrange for the provision of SMHS as a single Prepaid Inpatient Health Plan (PIHP) as defined in 42 Code of Federal Regulations (hereafter C.F.R.) part 438.2. The Contractor will deliver DMC services, as described in Attachments 2E and 2F, outside the PIHP structure.

2. Service Location

The services shall be performed at the Contractor's contracting and participating facilities, and at other facilities as set forth in the Contract, including but not limited to out-of-network SMHS facilities.

3. Service Hours

SMHS shall be provided on a 24-hour, seven (7) days a week basis, as set forth in the Contract.

DMC services must be provided during the working hours and days as defined by the Contractor.

4. Project Representatives

A. The project representatives during the term of this Contract will be:

Department of Health Care Services	**County of Plumas**
Contract Manager: Donnie Boyett Telephone: (916) 713-8887 Email: Donnie.Boyett@dhcs.ca.gov	Sharon Sousa, BH Director Telephone: 530-283-6307 Ext. 1310 Fax: 530-283-6045 Email: SSousa@pcbh.services

Exhibit A
SCOPE OF WORK

B. Direct all inquiries to:

Department of Health Care Services	**County of Plumas**
Department of Health Care Services MCBHD – Program Policy Section Attention: Scott Oros 1500 Capitol Avenue, MS 2702 Sacramento, CA 95814 Telephone: (916) 713-8887 Fax: (916) 322-1176 Email: scott.oros@dhcs.ca.gov	Attention: Sharon Sousa, BH Director 270 County Hospital Road, Ste.109 Quincy, CA 95971 Telephone: 530-283-6307 Ext. 1310 Fax: 530-283-6045 Email: SSousa@pcbh.services

C. Either party may make changes to the information above by giving written notice to the other party. Said changes shall not require an amendment to this Contract.

5. General Authority

A. MHP. This Contract is entered into in accordance with Welfare and Institutions Welfare & Institutions Code (hereafter W&I Code) sections 14680 -14727, and 14184.100 et seq. W&I Code section 14712 requires DHCS to implement managed mental health care for Medi-Cal members through contracts with mental health plans. The Department and the County of Plumas agree that this Contract meets that requirement for the County of Plumas.

B. DMC. This Contract is entered into pursuant to W&I Code section 14124.20, and Health and Safety Code section 11772, for the purpose of identifying and providing for covered DMC services for SUD treatment in the Contractor's service area pursuant to W&I Code sections §14021.51 – 14021.53, 14124.20 – 14124.25, and 14184.100 et seq.

C. Pursuant to DHCS' Behavioral Health Administrative Integration initiative, the Contractor has elected to enter into an integrated contract that governs Contractor's duties as a Mental Health Plan (a PIHP with a nonrisk contract, as defined in 42 C.F.R. section 438.2) and its duties in regard to the delivery of DMC services outside the PIHP structure.

1) The Contractor shall comply with federal requirements for nonrisk PIHPs as set forth in 42 C.F.R. part 438, except insofar as those requirements have been deemed inapplicable to SMHS (mental health plans) under the Department's federally approved 1915(b) waiver. See pages 18–19 of the Department's June 23, 2023, amendment to the 1915(b) waiver, or the equivalent pages under any successor amendment.

Exhibit A
SCOPE OF WORK

2) All Exhibits, Attachments, and Sections in this Contract apply to the delivery of both SMHS and DMC services, except as otherwise indicated in this Contract. The presence of a citation that applies to only one delivery system does not limit application of the corresponding requirements to only that delivery system.

D. No provision of this Contract is intended to obviate or waive any requirements of applicable law or regulation. In the event a provision of this Contract is open to varying interpretations, the Contract provision shall be interpreted in a manner that is consistent with applicable law and regulation. In the event of a conflict between the terms of this Contract and a State or federal statute or regulation, or a Behavioral Health Information Notice (BHIN), the Contractor shall adhere to the applicable statute, regulation, or BHIN.

E. The State and the Contractor identified in the State Standard (STD) Form 213 are the only parties to this Contract. This Contract is not intended, nor shall it be construed, to confer rights on any third party.

F. It is understood and agreed that nothing contained in this Contract shall be construed to impair the single state agency authority of DHCS for the Medi-Cal program.

G. The Centers for Medicare and Medicaid Services (hereafter CMS) shall review and approve the parts of this Contract that govern Contractor's delivery of SMHS as a PIHP, in accordance with 42 C.F.R. section 438.3(a).

6. Electronic and IT Accessibility Requirements Under the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990

The Contractor agrees to ensure that deliverables developed and produced, pursuant to this Contract shall comply with the accessibility requirements of section 508 of the Rehabilitation Act of 1973 as amended (29 U.S.C. § 794d), and regulations implementing that Act as set forth in Part 1194 of Title 36 of the C.F.R., and the portions of the Americans with Disabilities Act of 1990 related to electronic and IT accessibility requirements and implementing regulations. In 1998, Congress amended the Rehabilitation Act of 1973 to require Federal agencies to make their electronic and information technology (EIT) accessible to people with disabilities. California Government Code sections 7405 and 11135 codify section 508 of the Rehabilitation Act requiring accessibility of electronic and information technology.

7. Services to be Performed

See the Attachments to Exhibit A for a detailed description of the services to be performed.

Exhibit A
SCOPE OF WORK

8. Loss of Federal Authority

Should any part of the scope of work under this Contract relate to a state program receiving Federal Financial Participation (FFP) that is no longer authorized by law (e.g., which has been vacated by a court of law, or for which CMS has withdrawn federal authority, or which is the subject of a legislative repeal), Contractor must do no work on that part after the effective date of the loss of such program authority. DHCS will adjust payments that are specific to any state program or activity receiving FFP that is no longer authorized by law. If Contractor works on a state program or activity receiving FFP that is no longer authorized by law after the date the legal authority for the work ends, Contractor will not be paid for that work. If DHCS has paid Contractor in advance to work on a no-longer-authorized state program or activity receiving FFP and under the terms of this Contract the work was to be performed after the date the legal authority ended, the payment for that work shall be returned to DHCS. However, if Contractor worked on a state program or activity receiving FFP prior to the date legal authority ended for that state program or activity, and DHCS paid Contractor for that work, Contractor may keep the payment for that work even if the payment was made after the date the state program or activity receiving FFP lost legal authority. DHCS will attempt to provide Contractor with timely notice of the loss of program authority, however, failure by DHCS to provide notice of the loss of program authority shall not constitute a basis for Contractor to retain payments made for work performed following the date of the loss of program authority.

9. Americans with Disabilities Act

Contractor agrees to ensure that deliverables developed and produced, pursuant to this Agreement must comply with the accessibility requirements of Sections 7405 and 11135 of the California Government Code, Section 508 of the Rehabilitation Act of 1973 as amended (29 U.S.C. § 794d), regulations implementing the Rehabilitation Act of 1973 as set forth in Part 1194 of Title 36 of the Code of Federal Regulations, and the Americans with Disabilities Act of 1990 (42 U.S.C. § 12101 et seq.). In 1998, Congress amended the Rehabilitation Act of 1973 to require Federal agencies to make their electronic and information technology (EIT) accessible to people with disabilities. California Government Code Sections 7405 and 11135 codifies Section 508 of the Rehabilitation Act of 1973 requiring accessibility of EIT.

Exhibit A
SCOPE OF WORK

10. Executive Order N-6-22 – Russia Sanctions

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Contractor advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

11. GenAI Technology Use & Reporting

A. During the term of the contract, Contractor must notify the State in writing if their services or any work under this contract includes, or makes available, any previously unreported GenAI technology, including GenAI from third parties or subcontractors. Contractor shall immediately complete the GenAI Reporting and Factsheet (STD 1000) to notify the State of any new or previously unreported GenAI technology. At the direction of the State, Contractor shall discontinue the use of any new or previously undisclosed GenAI technology that materially impacts functionality, risk or contract performance, until use of such GenAI technology has been approved by the State.

B. Failure to disclose GenAI use to the State and submit the GenAI Reporting and Factsheet (STD 1000) may be considered a breach of the contract by the State at its sole discretion and the State may consider such failure to disclose GenAI and/or failure to submit the GenAI Reporting and Factsheet (STD 1000) as grounds for the immediate termination of the contract. The State is entitled to seek any and all relief it may be entitled to as a result of such non-disclosure.

C. The State reserves the right to amend the contract, without additional cost, to incorporate GenAI Special Provisions into the contract at its sole discretion and/or terminate any contract that presents an unacceptable level of risk to the State.

Exhibit A - Attachment 1
SMHS: ORGANIZATION AND ADMINISTRATION

1. Implementation Plan

A. The Contractor shall comply with the provisions of the Contractor's Implementation Plan for SMHS as approved by the Department; provided, however, that the requirements of this Contract, applicable law, or Department guidance shall control to the extent there is any conflict between these authorities and the Contractor's Implementation Plan. The Contractor shall obtain written approval by the Department prior to making any changes to either Implementation Plan as approved by the Department.

B. If the Contractor has not previously implemented a Mental Health Plan, or if Contractor will provide or arrange for the provision of covered benefits to new eligibility groups, then the Contractor shall develop an Implementation Plan that is consistent with the readiness review requirements set forth in 42 C.F.R. part 438.66(d)(4), and, as applicable, state requirements such as Cal. Code Regs. (hereafter C.C.R.), tit. 9, § 1810.310 (a). (See 42 C.F.R. § 438.66(d)(1) & (4).) The Department shall review and either approve, disapprove, or request additional information for each Implementation Plan.

2. Prohibited Affiliations

A. The Contractor shall not knowingly have any prohibited type of relationship, as described in subsection C, with individuals or entities listed below. The Contractor shall further require that its subcontractors and contracted providers abide by this requirement.

1) An individual or entity that is debarred, suspended, or otherwise excluded from participating in procurement activities under the Federal Acquisition Regulation or from participating in non-procurement activities under regulations issued under Executive Order No. 12549 or under guidelines implementing Executive Order No. 12549. (42 C.F.R. § 438.610(a)(1).)

2) An individual or entity who is an affiliate, as defined in the Federal Acquisition Regulation at 48 C.F.R. § 2.101, of a person described in this section. (42 C.F.R. § 438.610(a)(2).)

B. The Contractor, its contracted providers, and its subcontractors shall not have a prohibited type of relationship by employing or contracting with providers or other individuals and entities excluded from participation in federal health care programs (as defined 42 U.S.C. § 1320a-7b(f)) pursuant to 42 U.S.C. sections 1320a-7, 1320a-7a, 1320c-5, and 1395u(j)(2). (42 C.F.R. §§ 438.214(d)(1), 438.610(b).)

Exhibit A – Attachment 1
ORGANIZATION AND ADMINISTRATION

C. The Contractor, its contracted providers, and its subcontractors shall not have the types of relationships prohibited by this section with an excluded, debarred, or suspended individual, provider, or entity.

1) A director, officer, agent, managing employee, or partner of the Contractor. (42 U.S.C. § 1320a-7(b)(8)(A)(ii); 42 C.F.R. § 438.610(c)(1).)

2) A subcontractor of the Contractor, as governed by 42 C.F.R. section 438.230. (42 C.F.R. § 438.610(c)(2).)

3) A person with beneficial ownership of 5 percent or more of the Contractor's equity. (42 C.F.R. § 438.610(c)(3).)

4) A network provider or person with an employment, consulting, or other arrangement with the Contractor for the provision of items and services that are significant and material to the Contractor's obligations under this Contract. (42 C.F.R. § 438.610(c)(4).)

D. The Contractor, its contracted providers, and its subcontractors shall not employ or contract with, directly or indirectly, individuals or entities described in Subsections A and B for the furnishing of health care, utilization review, medical social work, administrative services, management, or provision of medical services (or the establishment of policies or provision of operational support for such services). (42 C.F.R. § 438.808(b)(3).)

E. The Contractor, its contracted providers, and its subcontractors shall not contract directly or indirectly with an individual convicted of crimes described in section 1128(b)(8)(B) of the Social Security Act. (42 C.F.R. § 438.808(b)(2))

F. The Contractor shall provide to the Department written disclosure of any prohibited affiliation identified by the Contractor, its contracted providers, or its subcontractors. (42 C.F.R. § 438.608(c)(1).)

3. Delegation

Unless specifically prohibited by this Contract or by federal or state law, the Contractor may delegate duties and obligations of Contractor under this Contract to subcontractors or contracted providers, if the Contractor determines that the subcontracting entities selected are able to perform the delegated duties in an adequate manner in compliance with the requirements of this Contract. The Contractor shall maintain ultimate responsibility for adhering to and otherwise fully complying with all terms and conditions of its Contract with the Department,

Exhibit A – Attachment 1
ORGANIZATION AND ADMINISTRATION

notwithstanding any relationship(s) that the Contractor may have with any subcontractor or contracted provider. (42 C.F.R. § 438.230(b)(1).)

4. Subcontracts and Provider Contracts

A. This provision is a supplement to Section 5(Subcontract Requirements) in Exhibit D(F) which is attached hereto as part of this Contract.

1) Pursuant to Exhibit D(F), Section 5.c, the Department hereby, and until further notice, waives its right to prior review and approval of subcontracts or provider contracts, including existing subcontracts or provider contracts. The Department does not waive its right to review subcontracts or provider contracts for any other purpose outlined in this Contract.

B. No subcontract or provider contract terminates the legal responsibility of the Contractor to the Department to assure compliance with all terms and conditions of this Contract. (42 C.F.R. § 438.230(b).)

C. All subcontracts shall be in writing.

D. All provider contracts for inpatient and residential services shall require that contracted providers maintain necessary licensing, certification and mental health program approvals, as applicable.

E. Each subcontract and provider contract shall contain:

1) The delegated activities and obligations, including services provided, and related reporting responsibilities. (42 C.F.R. § 438.230(c)(1)(i).)

2) The subcontractor's and contracted provider agreement to perform the delegated activities and reporting responsibilities in compliance with the Contractor's obligations in this Contract. (42 C.F.R. § 438.230(c)(1)(ii).)

3) Subcontractor's and contracted provider's agreement to submit reports as required by the Contractor and/or the Department.

4) The method and amount of compensation or other consideration to be received by the subcontractor or contracted provider from the Contractor.

5) The requirement that the subcontract or provider contract be governed by, and construed in accordance with, all laws and regulations and all contractual obligations of the Contractor under

Exhibit A – Attachment 1
ORGANIZATION AND ADMINISTRATION

this Contract, including the federal and state requirements listed in Exhibit E, Section 6.

6) Requirement that the subcontractor or contracted provider comply with all applicable Medicaid laws, regulations, sub-regulatory guidance and contract provisions. (42 C.F.R. § 438.230(c)(2).)

7) Beginning and ending dates, as well as methods for amendment and, if applicable, extension of the subcontract or provider contract.

8) Provisions for full and partial revocation of the subcontract or provider contract, delegated activities or obligations, or application of other remedies permitted by state or federal law when the Department or the Contractor determine that the subcontractor or contracted provider has not performed satisfactorily. (42 C.F.R. § 438.230(c)(1)(iii).)

9) The nondiscrimination and compliance provisions of this Contract, including the nondiscrimination provisions at Exhibit E, Section 4.C, and any other provisions specifically identified in this Contract as applying to subcontractors or contracted providers.

10) A requirement that the subcontractor or contracted provider make all of its premises, physical facilities, equipment, books, records, documents, contracts, computers, or other electronic systems pertaining to Medi-Cal enrollees, Medi-Cal-related activities, services and activities furnished under the terms of the subcontract, or determinations of amounts payable, available at any time for inspection, examination or copying by the Department, CMS, U.S. Department of Health and Human Services (hereafter HHS) Inspector General, the United States Comptroller General, their designees, and other authorized federal and state agencies. (42 C.F.R. § 438.230(c)(3)(i)-(ii).) This audit right will exist for 10 years from the final date of the Contract period or from the date of completion of any audit, whichever is later. (42 C.F.R. § 438.230(c)(3)(iii).) The Department, CMS, or the HHS Inspector General may inspect, evaluate, and audit the subcontractor or the contracted provider at any time if there is a reasonable possibility of fraud or similar risk. The Department's inspection shall occur at the subcontractor's or contracted provider's place of business, premises or physical facilities. (42 C.F.R. § 438.230(c)(3)(iv).)

11) A requirement that the subcontractor or contracted provider maintain books and records of its work pursuant to its subcontract or provider contract, in accordance with Exhibit E, Section 5.A. A

Exhibit A – Attachment 1
ORGANIZATION AND ADMINISTRATION

requirement that the Contractor monitor the subcontractor's or contracted provider's compliance with the provisions of the subcontract or provider contract and this Contract and a requirement that the subcontractor or contracted provider provide a corrective action plan if deficiencies are identified.

12) Subcontractor's or contracted provider's agreement to hold harmless both the State and members in the event the Contractor cannot or does not pay for services performed by the subcontractor or contracted provider pursuant to the subcontract or provider contract.

13) Subcontractor's or contracted provider's agreement to comply with the Contractor's policies and procedures on advance directives and the Contractor's obligations for Physician Incentive Plans, if applicable based on the services provided under the subcontract or provider contract.

14) Subcontractor's or contracted provider's agreement that assignment or delegation of the subcontract or provider contract shall be void unless prior written approval is obtained from the Contractor.

F. The Contractor shall require that subcontractors and contracted providers not bill members for covered services under a contractual, referral, or other arrangement with the Contractor in excess of the amount that would be owed by the individual if the Contractor had directly provided the services. (42 U.S.C. § 1396u–2(b)(6)(C)).)

5. Accreditation Status

A. The Contractor is not required to obtain accreditation by a private independent accrediting entity. The Contractor shall inform the Department whether it has been accredited by a private independent accrediting entity. (42 C.F.R. § 438.332(a).)

B. If the Contractor has received accreditation by a private independent accrediting entity, the Contractor shall authorize the private independent accrediting entity to provide the Department a copy of its most recent accreditation review, including:

1) Its accreditation status, survey type, and level (as applicable);

2) Accreditation results, including recommended actions or improvements, corrective action plans, and summaries of findings; and

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3) The expiration date of the accreditation. (42 C.F.R. § 438.332(b).)

6. Conflict of Interest

A. The Contractor shall comply with the conflict of interest safeguards described in:

1) 42 C.F.R. section 438.58 and the prohibitions described in section 1902(a)(4)(C) of the Social Security Act. (42 C.F.R. § 438.3(f)(2).); and

2) The California Political Reform Act, including Public Contract Code section 10365.5 and Government Code section 1090.

B. The Contractor's officers and employees shall not have a financial interest in this Contract, or a subcontract of this Contract made by them in their official capacity, or by any body or board of which they are members unless the interest is remote. (Gov. Code §§ 1090, 1091; 42 C.F.R. § 438.3(f)(2).)

C. No public officials at any level of local government shall make, participate in making, or attempt to use their official positions to influence a decision made within the scope of this Contract in which they know or have reason to know that they have a financial interest. (Gov. Code §§ 87100, 87103; 2 C.C.R. § 18704; 42 C.F.R. § 438.3(f)(2).)

1) If a public official determines not to act on a matter due to a conflict of interest within the scope of this Contract, the Contractor shall notify the Department by oral or written disclosure. (2 C.C.R. § 18707; 42 C.F.R. § 438.3(f)(2).)

2) Public officials, as defined in Government Code section 87200, shall follow the applicable requirements for disclosure of a conflict of interest or potential conflict of interest, once it is identified, and recuse themselves from discussing or otherwise acting upon the matter. (Gov. Code § 87105, 2 C.C.R. § 18707(a); 42 C.F.R. § 438.3(f)(2).)

D. The Contractor shall not utilize in the performance of this Contract any State officer or employee in the State civil service or other appointed State official unless the employment, activity, or enterprise is required as a condition of the officer's or employee's regular State employment. (Pub. Contract Code § 10410; 42 C.F.R. § 438.3(f)(2).)

1) The Contractor shall submit documentation to the Department of employees (current and former State employees) who may present a conflict of interest.

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E. Additional Requirements. *[This subsection is applicable to both DMC and SMHS]*

1) DHCS intends to avoid any real or apparent conflict of interest on the part of the Contractor, the subcontractor, or employees, officers and directors of the Contractor or subcontractor. Thus, DHCS reserves the right to determine, at its sole discretion, whether any information, assertion or claim received from any source indicates the existence of a real or apparent conflict of interest; and, if a conflict is found to exist, to require the Contractor to submit additional information or a plan for resolving the conflict, subject to DHCS review and prior approval.

2) Conflicts of interest include, but are not limited to:

i. An instance where the Contractor or subcontractor, or any employee, officer, or director of the Contractor or subcontractor has an interest, financial or otherwise, whereby the use or disclosure of information obtained while performing services under the Contract would allow for private or personal benefit or for any purpose that is contrary to the goals and objectives of the Contract.

ii. An instance where the Contractor's or subcontractor's employees, officers, or directors use their positions for purposes that are, or give the appearance of being, motivated by a desire for private gain for themselves or others, such as those with whom they have family, business or other ties.

3) If DHCS is or becomes aware of a known or suspected conflict of interest, DHCS will notify the Contractor of the known or suspected conflict and the Contractor will be given an opportunity to respond to or resolve the alleged conflict. A Contractor with a suspected conflict of interest will have five (5) working days from the date of notification to provide complete DHCS information regarding the suspected conflict. If a conflict of interest is determined to exist by DHCS and cannot be resolved to the satisfaction of DHCS, the conflict will be grounds for terminating the Agreement. DHCS may, at its discretion upon receipt of a written request from the Contractor, authorize an extension of the timeline indicated herein.

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ORGANIZATION AND ADMINISTRATION

7. Documentation Standards

A. The Contractor shall implement and comply with documentation standards as set forth in guidance issued by the Department, including in BHIN 23-068 and any subsequent guidance.

B. In the event of a conflict between the terms of this Contract relating to documentation and a state or federal statute or regulation, or a BHIN issued pursuant to W&I Code section 14184.402, subdivision (h)(3), the Contractor shall adhere to the applicable statute, regulation, or BHIN.

8. Laboratory Testing Requirements

A. 42 C.F.R. part 493 sets forth the conditions that all laboratories shall meet to be certified to perform testing on human specimens under the Clinical Laboratory Improvement Amendments of 1988 (CLIA). A laboratory will be cited as out of compliance with section 353 of the Public Health Service Act unless it:

1) Has a current, unrevoked or unsuspended certificate of waiver, registration certificate, certificate of compliance, certificate for provider-performed microscopy procedures, or certificate of accreditation issued by HHS applicable to the category of examinations or procedures performed by the laboratory; or

2) Is CLIA-exempt.

B. These rules do not apply to components or functions of:

1) Any facility or component of a facility that only performs testing for forensic purposes.

2) Research laboratories that test human specimens but do not report patient specific results for the diagnosis, prevention or treatment of any disease or impairment of, or the assessment of the health of individual patients.

3) Laboratories certified by the Substance Abuse and Mental Health Services Administration (SAMHSA), in which drug testing is performed which meets SAMHSA guidelines and regulations. However, all other testing conducted by a SAMHSA-certified laboratory is subject to this rule.

C. Laboratories under the jurisdiction of an agency of the Federal Government are subject to the rules of 42 C.F.R. section 493, except that the Secretary may modify the application of such requirements as appropriate.

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SMHS: SCOPE OF SERVICES

1. Criteria for Members to Access Specialty Mental Health Services

The Contractor shall implement the criteria for access to SMHS (except for psychiatric inpatient hospital and psychiatric health facility services) established below. The Contractor shall ensure that these access criteria are accurately reflected in its manuals and other materials, including materials reflecting the responsibility of Medi-Cal managed care plans and the Fee for Service delivery system for covering non-specialty mental health services. (BHIN 21-073.)

A. Criteria for Adult Members to Access the SMHS Delivery System

For members 21 years of age or older, the Contractor shall provide covered SMHS for members who meet both of the following criteria, (1) and (2) below:

1) The member has one or both of the following:

   i. Significant impairment, where impairment is defined as distress, disability, or dysfunction in social, occupational, or other important activities; and/or

   ii. A reasonable probability of significant deterioration in an important area of life functioning,

AND

2) The member's condition as described in paragraph (1) is due to either of the following:

   i. A diagnosed mental health disorder, according to the criteria of the current editions of the Diagnostic and Statistical Manual of Mental Disorders and the International Statistical Classification of Diseases and Related Health Problems; or

   ii. A suspected mental disorder that has not yet been diagnosed.

(W&I Code § 14814.402, subd. (c).)

B. Criteria for Members under Age 21 to Access the SMHS Delivery System

For enrolled members under 21 years of age, Contractor shall provide all medically necessary SMHS required pursuant to section 1396d(r) of title 42 of the United States Code. Covered SMHS shall be provided to enrolled members who meet either of the following criteria:

1) The member has a condition placing them at high risk for a mental health disorder due to experience of trauma evidenced by any of the following: scoring in the high-risk range under a trauma screening tool

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SMHS: SCOPE OF SERVICES

approved by the Department, involvement in the child welfare system, juvenile justice involvement, or experiencing homelessness;

OR

2) The member meets both of the following requirements in A and B below:

A. The member has at least one of the following:

i. A significant impairment;

ii. A reasonable probability of significant deterioration in an important area of life functioning;

iii. A reasonable probability of not progressing developmentally as appropriate; or

iv. A need for SMHS, regardless of presence of impairment, that are not included within the mental health benefits that a Medi-Cal managed care plan is required to provide,

AND

B. The member's condition as described in subparagraph (A) is due to one of the following:

i. A diagnosed mental health disorder, according to the criteria of the current editions of the Diagnostic and Statistical Manual of Mental Disorders and the International Statistical Classification of Diseases and Related Health Problems;

ii. A suspected mental health disorder that has not yet been diagnosed; or

iii. Significant trauma placing the member at risk of a future mental health condition, based on the assessment of a licensed mental health professional.

(W&I Code § 14184.402, subd. (d).)

2. Provision of Services

A. For each member who meets the SMHS access criteria, as defined above, the Contractor shall provide or arrange, and pay for, the SMHS listed below that are medically necessary (as defined in Exhibit E, Attachment 1), and clinically appropriate to address that member's presenting condition, including services for a member who is under the age of 21

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consistent with Early and Periodic Screening, Diagnosis and Treatment (EPSDT) requirements. Contractor is obligated to cover all mental health services that are not covered under Medi-Cal Fee For Service (FFS) or by Managed Care Plans as non-specialty mental health services (NSMHS), as established in W&I Code section 14184.402(b), that are medically necessary EPSDT services for members under the age of 21 who meet SMHS access criteria. Covered services shall be provided in accordance with this Contract, the California Medicaid State Plan, the applicable statutes and regulations (including 9 C.C.R. §§ 1810.345, 1810.350 and 1810.405, and 42 C.F.R. § 438.210), and any relevant information notices issued by the Department. See Exhibit E, Attachment 2 (for detailed definitions of the SMHS listed below:

1) Mental Health Services;
2) Medication Support Services;
3) Day Treatment Intensive;
4) Day Rehabilitation;
5) Crisis Intervention;
6) Crisis Stabilization;
7) Adult Residential Treatment Services;
8) Crisis Residential Treatment Services;
9) Psychiatric Health Facility Services;
10) Intensive Care Coordination (for members under the age of 21);
11) Intensive Home Based Services (for members under the age of 21);
12) Therapeutic Behavioral Services (for members under the age of 21);
13) Therapeutic Foster Care (for members under the age of 21);
14) Psychiatric Inpatient Hospital Services;
15) Targeted Case Management;
16) Peer Support Services (if the Contractor has opted to provide Peer Support Services and has been approved by DHCS, the Contractor shall comply with the peer support services provisions in Attachment 2B); and

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17) For members under the age of 21, the Contractor shall provide all medically necessary SMHS required pursuant to section 1396d(r) of title 42 of the United States Code (W&I Code § 14184.402 (d)).

18) Community-Based Mobile Crisis Intervention Services (also referred to as "Mobile Crisis Services") (W&I Code § 14132.57, BHIN 23-025).

B. Medi-Cal Managed Care Plan members receive mental health disorder benefits in every classification - inpatient, outpatient, prescription drug and emergency – for which members receive medical/surgical benefits, in compliance with 42 C.F.R. section 438.910(b)(2). The Contractor is only required to provide inpatient and outpatient SMHS, as provided for in this Contract and as required pursuant to section 1396d(r) of title 42 of the United States Code. Prescription drug and emergency benefits are provided through other delivery systems.

3. Requirements for Emergency and Post-Stabilization Services

A. Emergency and post-stabilization services described in 42 C.F.R. section 438.114 provided in a hospital emergency department are not SMHS covered by Contractor. Emergency and post-stabilization services provided in a hospital emergency department for Medi-Cal members are covered by Medi-Cal Managed Care Plans or through fee-for-service. Medi-Cal Managed Care Plans cover and pay for medically necessary emergency and post stabilization services provided in a hospital emergency department including the following:

i. Emergency room professional services as described in 22 C.C.R. section 53855. This includes all professional physical, mental, and substance use treatment services, including screening examinations necessary to determine the presence or absence of an emergency medical condition and, if an emergency medical condition exists, for all services medically necessary to stabilize the member.

ii. Facility charges claimed by emergency departments (All Plan Letter (APL) 22-005, BHIN 22-011) for emergency room visits;

iii. Post-Stabilization services as defined in 42 C.F.R. section 438.114(a).

B. Contractor shall comply with BHIN 22-017, BHIN 22-011, and any subsequent Departmental guidance, pertaining to authorization requirements for inpatient psychiatric services and payment responsibilities for emergency services provided to individuals experiencing a psychiatric emergency medical condition, as defined in

Exhibit A – Attachment 2A
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Health and Safety Code section 1317.1, in a hospital or psychiatric health facility.

C. Contractor shall not require prior authorization for a hospital or psychiatric health facility to treat a member who is experiencing a psychiatric emergency medical condition, whether the admission is voluntary or involuntary.

D. Contractor shall not restrict, limit, or direct the transfer of a Medi-Cal member who is experiencing a psychiatric emergency medical condition to a psychiatric inpatient facility before the member's condition is determined to be stable.

E. Contractor shall not require hospitals or Managed Care Plans to utilize Contractor's in-network or preferred psychiatric inpatient facilities until the member's condition is determined to be stable.

4. Requirements for Day Treatment Intensive and Day Rehabilitation

A. The Contractor shall require contracted providers to request prior authorization for day treatment intensive and day rehabilitation services, in accordance with BHIN 22-016 and any subsequent departmental notices.

B. The Contractor shall require that contracted providers of day treatment intensive and day rehabilitation meet the applicable requirements of 9 C.C.R. §§ 1840.318, 1840.328, 1840.330, 1840.350 and 1840.352.

C. The Contractor shall require that contracted providers of day treatment intensive and day rehabilitation programs include in the services provided one or more of the following service components: assessment, treatment planning, therapy, psychosocial rehabilitation. Both programs must have a clearly established site for services although all services need not be delivered at that site and some service components may be delivered through telehealth or telephone.

D. Staffing Requirements. Staffing ratios shall be consistent with the requirements in 9 C.C.R. § 1840.350, for day treatment intensive, and 9 C.C.R. tit. 9 § 1840.352 for day rehabilitation. For day treatment intensive, staff shall include at least one staff person whose scope of practice includes psychotherapy.

1) Program staff may be required to spend time on day treatment intensive and day rehabilitation activities outside the hours of operation and therapeutic program (e.g., time for travel, documentation, and caregiver contacts).

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2) The Contractor shall require that at least one staff person be present and available to the group in the therapeutic milieu for all scheduled hours of operation.

3) The Contractor shall require day treatment intensive and day rehabilitation programs to maintain documentation that enables the Contractor and the Department to audit the program if it uses day treatment intensive or day rehabilitation staff who are also staff with other responsibilities (e.g., as staff of a group home, a school, or another mental health treatment program). The Contractor shall require that there is documentation of the scope of responsibilities for these staff and the specific times in which day treatment intensive or day rehabilitation activities are being performed exclusive of other activities.

E. The Contractor shall ensure that the contracted provider receives Medi-Cal reimbursement only if the member is present for at least 50 percent of scheduled hours of operation for that day. In cases where absences are frequent, it is the responsibility of the Contractor to ensure that the provider re-evaluates the member's need for the day rehabilitation or day treatment intensive program and takes appropriate action.

F. Documentation Standards. The Contractor shall ensure day treatment intensive and day rehabilitation documentation meets the documentation requirements in BHIN 23-068.

G. The Contractor shall ensure that day treatment intensive and day rehabilitation have at least one contact per month with a family member, caregiver or other significant support person identified by an adult member, or one contact per month with the legally responsible adult for a member who is a minor. This contact may be face-to-face, or by an alternative method (e.g., e-mail, telephone, etc.). Adult members may decline this service component. The contacts should focus on the role of the support person in supporting the member's community reintegration. The Contractor shall ensure that this contact occurs outside hours of operation and outside the therapeutic program for day treatment intensive and day rehabilitation.

H. Written Program Description. The Contractor shall ensure that all contracted Day treatment intensive programs and day rehabilitation programs have a written program description. The written program description must describe the specific activities of each service and reflects each of the required components of the services as described in this section. The Contractor shall review and approve or deny the written

Exhibit A – Attachment 2A
SMHS: SCOPE OF SERVICES

program description for compliance with this section. The Contractor shall not authorize a day treatment intensive or day rehabilitation provider to provide services until the Contractor approves the written program description.

I. Continuous Hours of Operation. The Contractor shall ensure that the provider applies the following when claiming for day treatment intensive and day rehabilitation services:

1) A half day shall be billed for each day in which the member receives face-to-face services in a program with services available four hours or less per day. Services must be available a minimum of three hours each day the program is open.

2) A full-day shall be billed for each day in which the member receives face-to-face services in a program with services available more than four hours per day.

3) Although the member must receive face to face services on any full-day or half-day claimed, all service activities during that day are not required to be face-to-face with the member.

4) The requirement for continuous hours of operation does not preclude short breaks (for example, a school recess period) between activities. A lunch or dinner may also be appropriate depending on the program's schedule. The Contractor shall not include these breaks toward the total hours of operation of the day program for purposes of determining minimum hours of service.

5. Therapeutic Behavioral Services

Therapeutic Behavioral Services (TBS) are SMHS covered as EPSDT. (9 C.C.R. § 1810.215.) TBS are intensive, one-to-one services designed to help members and their parents/caregivers manage specific behaviors using short-term measurable goals based on the member's needs. TBS is described in the Department of Mental Health Information Notice 08-38.

Exhibit A - Attachment 2B
SMHS: PEER SUPPORT SERVICES

1. MEDI-CAL PEER SUPPORT SERVICES

A. The Contractor has taken the option to implement SMHS Medi-Cal Peer Support Services.

B. The Contractor shall provide, or arrange, and pay for Peer Support Services to Medi-Cal members. Contractor's provision of Peer Support Services shall conform to the requirements of Supplement 3 to Attachment 3.1-A and Supplement 3 to Attachment 3.1-B of the California State Plan and applicable DHCS BHINs.

C. Contractor's implementation of a Medi-Cal Peer Support Specialist Certification Program shall conform to the applicable requirements of Behavioral Health Information Notice (BHIN) 21-041 and to the requirements in any subsequent BHINs issued by the Department pursuant to W&I Code section 14045.21.

D. Voluntary Participation and Funding

1) The Contractor shall fund the nonfederal share of any applicable expenditures. (W&I Code § 14045.19(b)(2)) The Contractor's provision of Peer Support Services and the Contractor's participation in the Peer Support Specialist Certification Program shall not constitute a mandate of a new program or higher level of service that has an overall effect of increasing the costs mandated by the 2011 realignment legislation. (W&I Code § 14045.19(b)(3))

E. Provision of Peer Support Services

1) Peer Support Services may be provided face-to-face, by telephone or by telehealth with the member or significant support person(s) and may be provided anywhere in the community.

F. Peer Support Specialists

1) Contractor shall ensure that Peer Support Services are provided by certified Peer Support Specialists as established in BHIN 21-041.

G. Behavioral Health Professional and Peer Support Specialist Supervisors

1) The Contractor shall ensure that Peer Support Specialists provide services under the direction of a Behavioral Health Professional.

2) A Behavioral Health Professional must be licensed, waivered, or registered in accordance with applicable State of California licensure requirements and listed in the California Medicaid State Plan as a qualified provider of SMHS, DMC-ODS, or DMC.

Exhibit A – Attachment 2B
SMHS: PEER SUPPORT SERVICES

3) Peer Support Specialists may also be supervised by Peer Support Specialist Supervisors, as established in BHIN 21-041.

H. Practice Guidelines

1) Counties shall require Peer Support Specialists to adhere to the practice guidelines developed by the Substance Abuse and Mental Health Services Administration, *What are Peer Recovery Support Services* (Center for Substance Abuse Treatment, What are Peer Recovery Support Services? HHS Publication No.(SMA) 09-4454. Rockville, MD: Substance Abuse and Mental Health Services Administration, U.S. Department of Health and Human Services), which may be accessed electronically through the following Internet World Wide Web connection: www.samhsa.gov/resource/ebp/what-are-peer-recovery-support-services.

I. Contractor shall oversee and enforce the certification standards and requirements set forth in W&I Code, division 9, part 3, chapter 7, article 1.4 (§ 14045.10 et seq.) and departmental guidance, including BHIN 21-041. Contractor shall ensure that the Medi-Cal Peer Support Specialist Certification Program:

1) Submits to the department a peer support specialist program plan in accordance with Enclosure 2 of BHIN 21-041 describing how the peer support specialist program will meet all of the federal and state requirements for the certification and oversight of peer support specialists.

2) Participates in periodic reviews conducted by the department to ensure adherence to all federal and state requirements.

3) Submits annual peer support specialist program reports to the department in accordance with Enclosure 5 of BHIN 21-041. Reports shall cover the fiscal year and shall be submitted by the following December 31st.

Exhibit A - Attachment 2C
[RESERVED]

Exhibit A - Attachment 2D
[RESERVED]

Exhibit A - Attachment 2E
DMC: SCOPE OF SERVICES

1. Standard Requirements

A. Initial Assessment and Services Provided During the Assessment Process

1) The Contractor shall conduct DMC initial assessments via face-to-face, by telehealth or by telephone (synchronous audio-only) by a Licensed Practitioner of the Healing Arts (LPHA) or registered or certified counselor and may be done in the community or the home. If the initial assessment of the members is completed by a registered or certified counselor, then the LPHA shall evaluate that initial assessment with the counselor and the LPHA shall make and document the initial diagnosis. The consultation between the LPHA and the registered or certified counselor can be conducted in person, by video conference or by telephone.

   i. All SUD treatment services provided to a DMC member during the initial assessment process must be clinically appropriate to address that member's presenting condition.

2) Consistent with W&I Code § 14184.402(f), clinically appropriate and covered SUD prevention, screening, assessment, and treatment services are covered and reimbursable Medi-Cal services even when: 1) services are provided prior to determination of a diagnosis or prior to determination of whether DMC criteria are met, as described above; 2) the prevention, screening, assessment, treatment, or recovery services were not included in an individual treatment plan; or 3) the member has a co-occurring mental health condition.

   i. The Contractor shall not disallow reimbursement for DMC services provided during the assessment process if the assessment later determines that the member does not meet criteria for DMC.

   ii. The Contractor shall not disallow reimbursement for DMC provided to a member who meets DMC criteria and has a co-occurring mental health condition.

B. Services Provided After the Assessment Process

1) To qualify for DMC services after the initial assessment process, members 21 years of age and older must meet one of the following criteria:

   i. Have at least one diagnosis from the Diagnostic and Statistical Manual of Mental Disorders (DSM) for Substance-Related and Addictive Disorders, with the exception of Tobacco-Related Disorders and Non-Substance-Related Disorders (the diagnosis shall be made and documented by an LPHA), or

Exhibit A - Attachment 2E
DMC: SCOPE OF SERVICES

ii. Have had at least one diagnosis from the DSM for Substance Related and Addictive Disorders, with the exception of Tobacco Related Disorders and Non-Substance-Related Disorders, prior to being incarcerated or during incarceration, determined by substance use history.

2) For members under the age of 21, covered services provided under DMC shall include all medically necessary SUD services as required pursuant to 42 U.S.C. § 1396d(r). Federal EPSDT statutes and regulations require States to furnish all Medicaid-coverable, appropriate, and medically necessary services needed to correct or ameliorate health conditions.

C. Placement into the Appropriate Level of Care

1) In accordance with W&I Code § 14184.402(e), the Contractor and DMC providers shall utilize the criteria adopted by the American Society of Addiction Medicine (ASAM) to determine the appropriate level of SUD treatment service for DMC members.

i. A full assessment utilizing the ASAM criteria is not required for a DMC member 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.

2) The Contractor shall ensure that DMC providers are utilizing the ASAM criteria to determine the appropriate level of care.

D. Services Provided via Telehealth or Telephone

1) 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 subsequently issued BHINs that supersede BHIN 23-018.

2. Covered Services

A. The Contractor shall establish assessment, placement determination and referral procedures for, and shall provide or arrange for the provision of, covered services in the Contractor's service area that are medically necessary (as defined in Exhibit E, Attachment 1) and clinically appropriate to address the member's presenting condition, including services for members under the age of 21 consistent with EPSDT requirements. Covered services shall be provided in

Exhibit A - Attachment 2E
DMC: SCOPE OF SERVICES

accordance with this Contract, the applicable statutes and regulations, BHIN 21-071, and any other relevant information notices issued by the Department.

B. Covered services include:

1) Outpatient Treatment Services

Outpatient Treatment Services (also known as Outpatient Drug Free or ODF) are provided to members as medically necessary. Outpatient Treatment Services include the following components:

i. Assessment
ii. Individual Counseling
iii. Group Counseling
iv. Patient Education
v. Medication Services
vi. Medication Assisted Treatment (MAT) for Opioid Use Disorders (OUD)
vii. SUD Crisis Intervention Services

2) Narcotic Treatment Program Services

Narcotic Treatment Program (NTP) Services is an outpatient program that provides FDA-approved drugs to treat SUDs when ordered by a physician as medically necessary. NTPs are required to offer and prescribe medications including methadone, buprenorphine, naloxone and disulfiram. NTPs shall offer adequate counseling services to each member as clinically necessary. Narcotic Treatment Program include the following components:

i. Assessment
ii. Individual Counseling
iii. Group Counseling
iv. Patient Education
v. Medical Psychotherapy
vi. Medication Services
vii. MAT for OUD
viii. SUD Crisis Intervention Services

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DMC: SCOPE OF SERVICES

3) Intensive Outpatient Treatment Services

Intensive Outpatient Treatment services are provided to members when medically necessary in a structured programming environment. Intensive Outpatient Treatment includes the following components:

i. Assessment
ii. Individual Counseling
iii. Group Counseling
iv. Patient Education
v. Medication Services
vi. MAT for OUD
vii. SUD Crisis Intervention Services

4) Perinatal Residential Substance Use Disorder Treatment

Perinatal Residential Substance Use Disorder Treatment is a non-institutional, non-medical, residential program which provides rehabilitation services to pregnant and postpartum women with a substance use disorder diagnosis. Each member shall live on the premises and shall be supported in their efforts to restore and apply interpersonal and independent living skills and access community support systems. Perinatal Residential Substance Use Disorder Treatment programs shall provide a range of activities and services for pregnant and postpartum members. Supervision shall be available day and night, seven days a week. Medically necessary rehabilitative services are provided in accordance with individualized member needs. The cost of room and board is not reimbursable under the Medi-Cal program. Facilities shall store and safeguard all residents' medications, and facility staff members may assist with resident's self-administration of medication. Perinatal Residential Substance Use Disorder Treatment include the following components:

i. Assessment
ii. Individual Counseling
iii. Group Counseling
iv. MAT for OUD
v. Patient Education

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DMC: SCOPE OF SERVICES

vi. SUD Crisis Intervention Services

5) Medication Assisted Treatment

Medication Assisted Treatment (also known as medication assisted treatment (MAT)) for Opioid Use Disorders (OUD) includes all medications approved under section 505 of the Federal Food, Drug, and Cosmetic Act (21 U.S.C. § 355) and all biological products licensed under section 351 of the Public Health Service Act (42 U.S.C. § 262) to treat opioid use disorders as authorized by the Social Security Act Section 1905(a)(29). The provider shall offer MAT directly or have effective referral mechanisms in place to the most clinically appropriate MAT services, defined as facilitating access to MAT off-site for members while they are receiving SUD treatment services if not provided on-site. Providing a member the contact information for a treatment program is insufficient. MAT for OUD include the following components:

i. Assessment for MAT for OUD.

ii. Individual Counseling for MAT for OUD.

iii. Group Counseling for MAT for OUD.

iv. Patient Education for MAT for OUD.

v. Medical Psychotherapy for MAT for OUD.

vi. Medication Services for MAT for OUD.

vii. SUD Crisis Intervention Services for MAT for OUD.

viii. Prescribing and monitoring of MAT for OUD.

6) Peer Support Services. If the Contractor has opted to provide Peer Support Services and has been approved by DHCS, the Contractor shall comply with the peer support services provisions in Exhibit A, Attachment 2F.

7) Other services approved by a State Plan amendment or waiver authorizing federal financial participation.

C. Medi-Cal SUD treatment services for Members under age 21.

1) Under the EPSDT mandate and in accordance with BHIN 22-003, the Contractor shall provide all SUD treatment services that are coverable under 42 U.S.C. § 1396d(a)) whether or not it is covered under the Medicaid State Plan, including but not limited to covered DMC and Drug Medi-Cal – Organized Delivery Services (DMC-ODS) (referred to as

Exhibit A - Attachment 2E
DMC: SCOPE OF SERVICES

Expanded SUD Treatment Services in the State Plan). The array of SUD treatment services covered in the State Plan are described in the "Substance Use Disorder Treatment Services" and the "Expanded Substance Use Disorder Treatment Services" sections of Supplement 3 to Attachment 3.1-A in the California State Plan.

2) The Contractor shall provide screening and early intervention services to members under the age of 21 at risk of developing an SUD regardless of whether they meet diagnosis criteria for a behavioral health disorder. Any member under the age of 21 who is screened and determined to be at risk of developing an SUD may receive any service component covered under the outpatient level of care as early intervention services. A diagnosis from the Diagnostic and Statistical Manual or International Classification of Diseases, Tenth Edition (ICD-10) for Substance-Related and Addictive Disorders is not required for early intervention services. Early intervention services are provided under the outpatient treatment modality and must be made available by counties based on individual clinical need, even if the member under age 21 is not participating in the full array of outpatient treatment services.

D. The Contractor, to the extent applicable, shall comply with *Sobky v. Smoley* (E.D. Cal. 1994) 855 F. Supp. 1123 (E.D. Cal 1994) (Document 2A).

3. Availability of Services

In addition to the access standards discussed in Exhibit A, Attachment 8 (as applicable to DMC), Contractor shall comply with the following:

A. Tribal Communities and Organizations. The Contractor shall regularly assess (e.g. review population information available through Census Bureau, compare to information obtained in CalOMS Treatment to determine whether population is being reached, survey Tribal representatives for insight in potential barriers) the substance use service needs of the American Indian/Alaskan Native (AI/AN) population within the Contractor's 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/AN communities within the County.

B. County of Responsibility

1) Covered services, whether provided directly by the Contractor or through contracted providers with DMC-certified and enrolled programs, shall be provided to members without regard to the members' county of residence.

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DMC: SCOPE OF SERVICES

2) The Contractor is financially responsible for all covered services provided to members that reside in the Contractor's county.

3) The Contractor shall accept claims from any DMC enrolled provider, regardless of the location of the provider, for any covered services provided to members residing in the Contractor's county. The Contractor shall reimburse the provider through a contract or other agreement.

4) The Contractor shall require all contracted providers to inform the Contractor when a member that resides in the Contractor's county is referred to, and served by, an out-of-county provider.

4. Federal NPI Requirements

The Contractor shall require all contracted providers, and any subpart of a contracted provider that would be a covered health care provider if it were a separate legal entity, to comply with 45 C.F.R. § 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 C.F.R. § 160.103. DHCS shall make payments for covered services only if the Contractor is in compliance with federal regulations.

5. No Unlawful Use or Unlawful Use Messages Regarding Drugs

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

6. 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 Chapter 8 of Division 4 of Title 9 of C.C.R. (Document 3H).

7. Practice Guidelines

A. The Contractor will follow the guidelines in Document 1G, "Perinatal Practice Guidelines," in developing and implementing perinatal treatment and recovery programs funded under this Exhibit, until new Perinatal Practice Guidelines are established and adopted. No formal amendment

Exhibit A - Attachment 2E
DMC: SCOPE OF SERVICES

of this Contract is required for new guidelines to be incorporated into this Contract.

B. The Contractor will follow the guidelines in Document 1V, "Adolescent Substance Use Disorder Best Practice Guidelines," in developing and implementing youth treatment programs funded under this Exhibit. No formal amendment of this Contract is required for new guidelines to be incorporated into this Contract.

8. Requirements for Provider Contracts and Subcontracts

The Contractor shall include the following provisions in all of its contracts with contract providers and/or subcontractors, as applicable, in addition to any other requirements specified under this Contract or applicable law:

A. The following provisions in Exhibit A, Attachment 2E:

1) Section 5 (No Unlawful Use or Unlawful Use Messages Regarding Drugs)

2) Section 6 (Counselor Certification)

3) Section 7 (Practice Guidelines)

B. Exhibit A, Attachment 4, Section 6 (HIPAA and Additional Data Standards)

C. The following provisions in Exhibit E:

1) Section 5.C (Nondiscrimination)

2) Sections 7.B and 7.C (under State and Federal Law Governing this Contract)

3) The federal and state laws enumerated in Sections 7.D and 7.E, to the extent they are applicable.

D. Provider contracts shall, in addition, require that contracted providers comply with the applicable regulations and guidelines, including:

1) To ensure equal access to quality care by diverse populations, adopting the Federal Office of Minority Health Culturally and Linguistically Appropriate Service (CLAS) national standards (Document 3V).

2) 21 C.F.R., Part 1300, et seq

3) 42 C.F.R, .Part 8 (Medications for the Treatment of Opioid Use Disorder)

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4) 22 C.C.R. §§ 51341.1, 51490.1, and 51516.1 (Document 2C)

5) Minimum Quality Treatment Standards (Document 2F(a))

6) 9, C.C.R., §§ 10000, et seq.

7) 22, C.C.R. §§ 51000, et seq.

8) Instructions on record retention, including maintaining records for each service rendered, to whom it was rendered, and the date of service, pursuant to W&I Code § 14124.1.

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

9. Additional DMC Requirements Defined Elsewhere in Exhibit A

In addition to the requirements set forth in this Attachment 2E, the Contractor shall comply with the following requirements set forth elsewhere in Exhibit A with respect to its DMC activities:

A. In Exhibit A, Attachment 1 (Organization and Administration):

1) Section 6.E (Avoidance of Conflicts of Interest by Contractor), as well as the California Political Reform Act, Public Contract Code § 10365.5, and Government Code § 1090.

B. In Exhibit A, Attachment 3 (Financial Requirements):

1) Section 2 (Payments for American Indian and Alaska Native Health Care Providers (IHCPs))

C. In Exhibit A, Attachment 4 (Management Information Systems):

1) Section 4 (MEDSLITE Access);

2) Section 5 (ICD-10); and

3) Section 6 (HIPAA and Additional Data Standards).

D. In Exhibit A, Attachment 6 (Utilization Management Program):

1) Section 3 (Parity in Mental Health and SUD Benefits)

E. In Exhibit A, Attachment 7 (Access and Availability of Services):

2) Section 10 (Minor Consent)

F. In Exhibit A, Attachment 8 (Provider Network, Contracted Providers, and Timely Access):

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1) Section 2.A & B (under Assessment of Capacity);
2) Section 4.B (Timely Access);
3) Section 9 (DMC Provider Certification, Credentialing, and DATAR Enrollment); and
4) Section 11 (Termination of a Provider Contract).

G. In Exhibit A, Attachment 10 (Coordination and Continuity of Care):
1) Section 2 (Screening and Assessment Period)
2) Section 3 (Coordination with Managed Care Programs)

H. In Exhibit A, Attachment 11 (Information Requirements):
1) Section 3 (Language and Format);
2) Section 4 (Handbook); and
3) Section 5 (Provider Directory).

I. The entirety of Exhibit A, Attachment 12 (Member Problem Resolution).

J. In Exhibit A, Attachment 13 (Program Integrity):
1) Section 1.C (under General Requirements);
2) Section 2 (Periodic Audits);
3) Section 6 (Suspension of Provider Payments);
4) Section 9 (Contractor Monitoring of Contracted Providers);
5) Section 10 (State Monitoring - Postservice Postpayment Utilization Reviews); and
6) Section 11 (Reporting Fraud and Program Complaints)

K. In Exhibit A, Attachment 14 (Reporting Requirements):
1) Section 3 (Network Adequacy and Timely Access);
2) Section 9 (Additional Reporting Requirements Regarding DMC Services); and
3) Section 10 (Failure to Meet Reporting Requirements).

10. DMC Reference Documents

All DMC documents incorporated by reference into this Contract may not be

Exhibit A - Attachment 2E
DMC: SCOPE OF SERVICES

physically attached to the Contract, but can be found at DHCS' website:

https://www.dhcs.ca.gov/provgovpart/Pages/DMC-Contracts.aspx

A. Document 1F(a): Reporting Requirement Matrix – County Submission Requirements for the Department of Health Care Services

B. Document 1G: Perinatal Practice Guidelines FY 2018-19

C. Document 1K: Drug and Alcohol Treatment Access Report (DATAR) User Manual

D. Document 1P: Alcohol and/or Other Drug Program Certification Standards (February 2020)

E. Document 1V: Adolescent Substance Use Disorder Best Practices Guide

F. Document 2A: *Sobky v. Smoley*, Judgment, Signed February 1, 1995

G. Document 2C: Title 22, California Code of Regulations

H. Document 2F(a): Minimum Quality Drug Treatment Standards for DMC

I. Document 2G: Drug Medi-Cal Billing Manual

J. Document 2K: Multiple Billing Override Certification (MC 6700)

K. Document 2L(a): Good Cause Certification (6065A)

L. Document 2L(b): Good Cause Certification (6065B)

M. Document 2P: County Certification - Cost Report Year-End Claim for Reimbursement

N. Document 2P(a): Drug Medi-Cal Provider Cost Report Excel Workbook

O. Document 3G: California Code of Regulations, Title 9 – Rehabilitation and Developmental Services, Division 4 – Department of Alcohol and Drug Programs, Chapter 4 – Narcotic Treatment Programs

P. Document 3H: California Code of Regulations, Title 9 – Rehabilitation and Developmental Services, Division 4 – Department of Alcohol and Drug Programs, Chapter 8 – Certification of Alcohol and Other Drug Counselors

Q. Document 3J: CalOMS Treatment Data Collection Guide

R. Document 3S: CalOMS Treatment Data Compliance Standards

S. Document 3T: Non-Drug Medi-Cal and Drug Medi-Cal DHCS Local Assistance Funding Matrix

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DMC: SCOPE OF SERVICES

T. Document 3V: Culturally and Linguistically Appropriate Services (CLAS) National Standards

U. Document 4A: Drug Medi-Cal Claim Submission Certification – County Contracted Provider – DHCS Form MC 100186 with Instructions

V. Document 4B: Drug Medi-Cal Claim Submission Certification – County Operated Provider – DHCS Form MC 100187 with Instructions

W. Document 4D: Drug Medi-Cal Certification for Federal Reimbursement (DHCS 100224A)

X. Document 4E: Treatment Standards for Substance Use Diagnosis: A Guide for Services (Spring 2010)

Y. Document 4F: Drug Medi-Cal (DMC) Services Quarterly Claim for Reimbursement of County Administrative Expenses (Form MC 5312)

Z. Document 5A: Confidentiality Agreement

Exhibit A - Attachment 2F
DMC: MEDI-CAL PEER SUPPORT SERVICES

1. The Contractor has taken the option to implement DMC Medi-Cal Peer Support Services.

2. The Contractor shall provide, or arrange, and pay for Peer Support Services to Medi-Cal members. Contractor's provision of Peer Support Services shall conform to the requirements of Supplement 3 to Attachment 3.1-A and Supplement 3 to Attachment 3.1-B of the California State Plan and applicable DHCS BHINs.

3. Contractor's implementation of a Medi-Cal Peer Support Specialist Certification Program shall conform to the applicable requirements of Behavioral Health Information Notice (BHIN) 21-041 and to the requirements in any subsequent BHINs issued by the Department pursuant to W&I Code section 14045.21.

4. Voluntary Participation and Funding

   The Contractor shall fund the nonfederal share of any applicable expenditures. (W&I Code § 14045.19(b)(2)) The Contractor's provision of Peer Support Services and the Contractor's participation in the Peer Support Specialist Certification Program shall not constitute a mandate of a new program or higher level of service that has an overall effect of increasing the costs mandated by the 2011 realignment legislation. (W&I Code § 14045.19(b)(3))

5. Provision of Peer Support Services

   Peer Support Services may be provided face-to-face, by telephone or by telehealth with the member or significant support person(s) and may be provided anywhere in the community.

6. Peer Support Specialists

   Contractor shall ensure that Peer Support Services are provided by certified Peer Support Specialists as established in BHIN 21-041 and any subsequently issued BHINs that supersede BHIN 21-041.

7. Behavioral Health Professional and Peer Support Specialist Supervisors

   The Contractor shall ensure that Peer Support Specialists provide services under the direction of a Behavioral Health Professional.

8. A Behavioral Health Professional must be licensed, waivered, or registered in accordance with applicable State of California licensure requirements and listed in the California Medicaid State Plan as a qualified provider of DMC.

9. Peer Support Specialists may also be supervised by Peer Support Specialist Supervisors, as established in BHIN 21-041 and any subsequently issued BHINs that supersede BHIN 21-041.

Exhibit A – Attachment 2F
DMC: MEDI-CAL PEER SUPPORT SERVICES

10. Practice Guidelines

Counties shall require Peer Support Specialists to adhere to the practice guidelines developed by the Substance Abuse and Mental Health Services Administration, *What are Peer Recovery Support Services* (Center for Substance Abuse Treatment, *What are Peer Recovery Support Services?* HHS Publication No. (SMA) 09-4454. Rockville, MD: Substance Abuse and Mental Health Services Administration, U.S. Department of Health and Human Services, www.samhsa.gov/resource/ebp/what-are-peer-recovery-support-services). .

11. Contractor shall oversee and enforce the certification standards and requirements set forth in Article 1.4 of Chapter 7, Part 3, of Division 9 of the W&I Code and departmental guidance, including BHIN 21-041 and any subsequently issued BHINs that supersede BHIN 21-041. Contractor shall ensure that the Medi-Cal Peer Support Specialist Certification Program:

A. Submits to the department a peer support specialist program plan in accordance with Enclosure 2 of BHIN 21-041 and any subsequently issued BHINs that supersede BHIN 21-041 describing how the peer support specialist program will meet all of the federal and state requirements for the certification and oversight of peer support specialists.

B. Participates in periodic reviews conducted by the department to ensure adherence to all federal and state requirements.

C. Submits annual peer support specialist program reports to the department in accordance with Enclosure 5 of BHIN 21-041 and any subsequently issued BHINs that supersede BHIN 21-041. Reports shall cover the fiscal year and shall be submitted by the following December 31st.

Exhibit A - Attachment 3
FINANCIAL REQUIREMENTS

1. SMHS: Provider Compensation

The Department shall ensure that no payment is made to a contracted provider other than by the Contractor for services covered under this Contract except when these payments are specifically required to be made by the Department in Title XIX of the Act or in 42 C.F.R. chapter IV. (42 C.F.R. § 438.60.)

2. DMC & SMHS: Payments for American Indian and Alaska Native Health Care Providers (IHCPs)

A. Claims from IHCPs must be paid in accordance with the timeliness requirements in 42 C.F.R. sections 438.14(b)(2)(iii), 447.45, and 447.46, as applicable.

B. The Contractor shall pay IHCPs at rates consistent with the requirements of 42 C.F.R. section 438.14(b)(2) and (c) and the State Plan, and as set forth in Department guidance, including BHINs 22-020 and 23-027, and any subsequent information notices.

1) Department guidance specifies payment parameters for different types of IHCPs, including: Tribal 638 providers enrolled in Medi-Cal as Indian Health Services-Memorandum of Agreement (IHS/MOA) providers; Indian Health Service (IHS) facilities; Tribal federally qualified health centers (FQHCs); IHCPs that are enrolled as FQHCs, but not as Tribal FQHCs; and Urban Indian Organizations (UIOs).

2) These payment parameters apply to all covered SMHS and DMC services provided by IHCPs to the Contractor's members. The Contractor is not obligated to contract with IHCPs for services provided to non-AI/AN members, but if the Contractor chooses to contract with an IHCP for the care of non-AI/AN members, the payment provisions in this section apply to services for those non-AI/AN members.

C. SMHS only: To initiate payment, Contractor shall require IHCPs to submit claims in accordance with Contractor's claiming requirements. The rate on the AI submitted claim shall reflect the rate the IHCP should be paid for the service in accordance with the authorities cited in Exhibit A, Attachment 3,Section 2.B. However, if the rate claimed is incorrect for any reason, the amount due to the IHCP from Contractor shall be consistent with the authorities cited in Exhibit A, Attachment 3,Section 2.B.

3. SMHS: Prohibited Payments

A. FFP is not available for any payment amount for services furnished by an excluded individual or entity, or at the direction of a physician during the period such physician is excluded when the person providing the service

Exhibit A - Attachment 3
FINANCIAL REQUIREMENTS

knew or had reason to know of the exclusion, or to an individual or entity when the Department failed to suspend payments during an investigation of a credible allegation of fraud. (42 U.S.C. § 1396b(i)(2).)

B. In accordance with 42 U.S.C. § 1396b (i), the Contractor is prohibited from paying for an item or service:

1) Furnished under this Contract by any individual or entity during any period when the individual or entity is excluded from participation under title V, XVIII, or XX or under this title pursuant to §1320a-7, 1320a-7a, 1320c-5, or 1395u(h)(2) of title 42.

2) Furnished at the medical direction or on the prescription of a physician, during the period when such physician is excluded from participation under title V, XVIII, or XX or pursuant to section 1320a-7, 1320a-7a, 1320c-5, or 1395u(h)(2) of title 42 and when the person furnishing such item or service knew, or had reason to know, of the exclusion (after a reasonable time period after reasonable notice has been furnished to the person).

3) Furnished by an individual or entity to whom the state has failed to suspend payments during any period when there is a pending investigation of a credible allegation of fraud against the individual or entity, unless the state determines there is good cause not to suspend such payments.

4) With respect to any services or activities furnished for which funds may not be used under the Assisted Suicide Funding Restriction Act (ASFRA) of 1997.

4. [Reserved]

5. SMHS: Audit Requirements

The Contractor shall submit audited financial reports specific to this Contract on an annual basis. The audit shall be conducted in accordance with generally accepted accounting principles and generally accepted auditing standards. (42 C.F.R. § 438.3(m).)

6. SMHS: Recovery of Overpayments

A. The Contractor, and any subcontractor or any network provider of the Contractor, shall report to the Department within 60 calendar days when it has identified payments in excess of amounts specified for reimbursement of Medicaid services. (42 C.F.R. § 438.608(c)(3).)

Exhibit A - Attachment 3
FINANCIAL REQUIREMENTS

B. The Contractor, or subcontractor, to the extent that the subcontractor is delegated responsibility for coverage of services and payment of claims under this Contract, shall implement and maintain arrangements or procedures that include provision for the suspension of payments to a network provider for which the State, or the Contractor, determines there is a credible allegation of fraud. (42 C.F.R. §§ 438.608(a)(8) and 455.23.)

C. The Contractor shall specify the retention policies for the treatment of recoveries of all overpayments from the Contractor to a provider, including specifically the retention policies for the treatment of recoveries of overpayments due to fraud, waste, or abuse. The policy shall specify the process, timeframes, and documentation required for reporting the recovery of all overpayments. The Contractor shall require its network providers to return any overpayment to the Contractor within 60 calendar days after the date on which the overpayment was identified, including requiring the network provider to provide written notification of the reason for the overpayment to the Contractor. The Contractor shall also specify the process, timeframes, and documentation required for payment of recoveries of overpayments to the Department in situations where the Contractor is not permitted to retain some or all of the recoveries of overpayments. This provision does not apply to any amount of a recovery to be retained under False Claims Act cases or through other investigations. Contractor shall comply with the reporting requirements, and other requirements, in BHIN 19-034. (42 C.F.R. § 438.608(d).) The Contractor shall annually report to the Department on their recoveries of overpayments. (42 C.F.R. §§ 438.604(a)(7) and 438.608(d).)

7. SMHS: Physician Incentive Plans

A. The Contractor shall obtain approval from the Department prior to implementing a Physician Incentive Plan between the Contractor and a contracted provider (9 C.C.R. § 1810.438(h).).

1) Pursuant to 42 Code of Federal Regulations part 438.3(i), the Contractor shall comply with the requirements set forth in 42 C.F.R. sections 422.208 and 422.210.

2) Contractor shall not make payment, directly or indirectly, to a physician or physician group as an inducement to reduce or limit medically necessary services furnished to a member. (42 C.F.R. § 422.208(c)(1).)

3) If a physician or physician group is put at substantial financial risk for services not provided by the physician/group, the Contractor shall ensure adequate stop-loss protection for the physician or

Exhibit A - Attachment 3
FINANCIAL REQUIREMENTS

physician group and conduct annual member surveys. (42 C.F.R. § 422.208(c)(2).)

4) The Contractor shall provide information on its Physician Incentive Plan to any Medicaid member upon request (this includes the right to adequate and timely information on a Physician Incentive Plan). Such information shall include: whether the Contractor uses a physician incentive plan that affects the use of referral services, (2) the type of incentive arrangement, and (3) whether stop-loss protection is provided. (42 C.F.R. § 422.210(b).)

Exhibit A - Attachment 4
MANAGEMENT INFORMATION SYSTEMS

1. SMHS: Health Information Systems

A. The Contractor shall maintain a health information system that collects, analyzes, integrates, and reports data. (42 C.F.R. § 438.242(a); 9 C.C.R. § 1810.376). The system shall provide information on areas including, but not limited to, utilization, claims, grievances, and appeals. (42 C.F.R. § 438.242(a)). The Contractor shall comply with Section 6504(a) of the Affordable Care Act which requires that State claims processing and retrieval systems are able to collect data elements necessary to enable the mechanized claims processing and information retrieval systems in operation by the State to meet the requirements of § 1903(r)(1)(F) of the Social Security Act. (42 C.F.R. § 438.242(b)(1)).

B. The Contractor's health information system shall, at a minimum:

1) Collect data on member and provider characteristics as specified by the Department, and on services furnished to members as specified by the Department; (42 C.F.R. § 438.242(b)(2)).

2) Ensure that data received from providers is accurate and complete by:

a. Verifying the accuracy and timeliness of reported data, including data from network providers the Contractor is compensating; (42 C.F.R. § 438.242(b)(3)(i)).

b. Screening the data for completeness, logic, and consistency; and (42 C.F.R. § 438.242(b)(3)(ii)).

c. Collecting service information in standardized formats to the extent feasible and appropriate, including secure information exchanges and technologies utilized for quality improvement and care coordination efforts. (42 C.F.R. § 438.242(b)(3)(iii)).

3) Make all collected data available to the Department and, upon request, to CMS. (42 C.F.R. § 438.242(b)(4)).

C. The Contractor's health information system is not required to collect and analyze all elements in electronic formats. (9 C.C.R. § 1810.376(c)).

2. SMHS: Encounter Data

The Contractor shall submit encounter data to the Department in connection with submitting claims, or otherwise at a frequency and level specified by the Department and CMS. (42 C.F.R. § 438.242(c)(2)). The Contractor shall ensure collection and maintenance of sufficient member encounter data to identify the provider who delivers service(s) to the member. (42 C.F.R. § 438.242(c)(1)). The

Exhibit A - Attachment 4
MANAGEMENT INFORMATION SYSTEMS

Contractor shall submit all member encounter data that the Department is required to report to CMS under 42 C.F.R. § 438.818. (42 C.F.R. § 438.242(c)(3)). The Contractor shall submit encounter data to the state in standardized Accredited Standards Committee (ASC) X12N 837 and National Council for Prescription Drug Programs (NCPDP) formats, and the ASC X12N 835 format as appropriate. (42 C.F.R. § 438.242(c)(4)).

3. SMHS: Interoperability Rule Patient Access Application Programming Interface

In compliance with the terms of BHIN 22-068 and any subsequently issued BHINs that supersede BHIN 22-068, Contractor shall implement and maintain a secure, standards-based Patient Access Application Programming Interface (API) and a publicly accessible, standards-based Provider Directory API, as discussed in Exhibit A, Attachment 11, Section 5, that can connect to mobile applications and be available through a public-facing digital endpoint on Contractor's website. (45 C.F.R. § 170.215; 42 C.F.R. §§ 431.60, 431.70, 438.10, and 438.242).

4. DMC & SMHS: MEDSLITE Access

The Contractor shall perform the following:

A. Establish County Behavioral Health MEDSLITE Coordinators (MEDSLITE Coordinators) to work with DHCS. These MEDSLITE Coordinators are required to sign and submit an Oath of Confidentiality to DHCS. Only these designated MEDSLITE Coordinators may initiate requests to add, delete, or otherwise modify a MEDSLITE user account. These MEDSLITE Coordinators are responsible for maintaining an active list of the Contractor's users with MEDSLITE access and collecting a signed MEDSLITE Oath of Confidentiality from each user. The MEDSLITE Coordinators are responsible for ensuring users are informed they cannot share user accounts, that MEDSLITE is to be used for only authorized purposes, and that all activity is logged. The MEDSLITE Coordinators may be changed by written notice to DHCS. They should be employees at an appropriate level in the organization, with sufficient responsibility to carry out the duties of this position. The MEDSLITE Coordinators will provide, assign, delete, and track user login identification information for authorized staff members. They are responsible for ensuring processes are in place which result in prompt MEDSLITE account deletion requests when the Contractor's users leave employment or no longer require access due to change in job duties.

B. Ensure that information furnished or secured via MEDSLITE shall be used solely for the purposes described in this Contract. The information

Exhibit A - Attachment 4
MANAGEMENT INFORMATION SYSTEMS

obtained from MEDSLITE shall be used exclusively to administer the Medi-Cal program. The Contractor further agrees that information obtained under this Contract will not be reproduced, published, sold, or released in original or any other form for any purpose other than identified in this Contract.

C. Ensure that any agents, including a subcontractor, (if prior approval is obtained from DHCS) to whom they provide DHCS data, agree in writing to the same requirements for privacy and security safeguards for confidential data that apply to the Contractor with respect to this Contract. The Contractor shall seek prior written approval from DHCS before providing DHCS data to a subcontractor.

D. Adhere to security and confidential provisions outlined in Exhibit F, the Privacy and Security Provisions for the protection of any information exchanged between County of County Name and the DHCS.

E. During the term of this Contract, the Contractor agrees to implement reasonable systems for the discovery and prompt reporting of any breach or security incident involving DHCS data following the process outlined within Exhibit F, Section 17.

F. In order to enforce this MEDSLITE Access provision, the Contractor agrees to assist DHCS in performing compliance assessments. These assessments may involve compliance review questionnaires, and/or review of the facilities, systems, books, and records of the Contractor, with reasonable notice from DHCS. Such reviews shall be scheduled at times that take into account operational and staffing demands. The Contractor agrees to promptly remedy all violations of any provision of this Contract and certify the same to DHCS in writing, or to enter into a written Corrective Action Plan with DHCS containing deadlines for achieving compliance with specific provisions of this Contract.

5. DMC & SMHS: ICD-10

A. The Contractor shall use the criteria sets in the Diagnostic and Statistical Manual of Mental Disorders, Fifth Edition, Text Revision (DSM-5-TR), or current edition, as the clinical tool to make diagnostic determinations.

B. Once a DSM-5 diagnosis is determined for a mental health disorder and/or a substance-related and addictive disorder, the Contractor shall determine the corresponding diagnosis in the ICD-10-CM, or current edition.

C. The Contractor shall use the ICD-10-CM diagnosis code(s), or current edition, to submit a claim for SMHS or DMC to receive reimbursement of FFP.

Exhibit A - Attachment 4
MANAGEMENT INFORMATION SYSTEMS

6. DMC & SMHS: HIPAA and Additional Data Standards

A. If any of the work performed under this Contract is subject to the Health Insurance Portability and Accountability Act (HIPAA) of 1996 (HIPAA), Contractor shall perform the work in compliance with all applicable provisions of HIPAA.

1) Service claims shall be submitted electronically in a HIPAA-compliant format (837P or 837I). All adjudicated claim information shall be retrieved by the Contractor via an 835 HIPAA compliant format (Health Care Claim Payment/Advice).

2) As identified in Exhibit F, DHCS and the Contractor shall cooperate to ensure mutual agreement as to those transactions between them, to which this Provision applies. Refer to Exhibit F for additional information.

B. Trading Partner Requirements

1) No Changes. Contractor hereby agrees that for the personal health information (Information), it shall not change any definition, data condition or use of a data element or segment as proscribed in the federal HHS Transaction Standard Regulation (45 C.F.R. § 162.915 (a)).

2) No Additions. Contractor hereby agrees that for the Information, it shall not add any data elements or segments to the maximum data set as proscribed in the HHS Transaction Standard Regulation (45 C.F.R. § 162.915 (b)).

3) No Unauthorized Uses. Contractor hereby agrees that for the Information, it shall 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 C.F.R. § 162.915 (c)).

4) No Changes to Meaning or Intent. Contractor hereby agrees that for the Information, it shall not change the meaning or intent of any of the HHS Transaction Standard's implementation specification (45 C.F.R. § 162.915 (d)).

C. Concurrence for Test Modifications to HHS Transaction Standards

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

D. Adequate Testing

Exhibit A - Attachment 4
MANAGEMENT INFORMATION SYSTEMS

1) 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.

E. Deficiencies

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

F. Code Set Retention

1) Both DHCS and the Contractor 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.

G. Data Transmission Log

1) Both DHCS and the Contractor 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 shall 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 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 necessary to do so, the information contained in the Data Transmission Log may be retrieved in a timely manner and presented in readable form.

Exhibit A - Attachment 5
SMHS: QUALITY IMPROVEMENT SYSTEM

1. Quality Assessment and Performance Improvement

A. The Contractor shall implement an ongoing comprehensive Quality Assessment and Performance Improvement (QAPI) Program for the services it furnishes to members, including quality management. (42 C.F.R. § 438.330(a)(1).) The Contractor's QAPI shall describe strategies to ensure access to coordinated and culturally responsive care for members with co-occurring behavioral health needs.

1) The Contractor is encouraged, but not required, to implement an integrated QAPI Program that includes attention to all DMC services furnished outside the SMHS PIHP, in addition to the required QAPI activities described in Exhibit A, Attachment 5.

B. The Contractor's QAPI Program shall improve the Contractor's established outcomes through structural and operational processes and activities that are consistent with current standards of practice.

C. The Contractor shall have a written description of the QAPI Program that clearly defines the QAPI Program's structure and elements, assigns responsibility to appropriate individuals, and adopts or establishes quantitative measures to assess performance and to identify and prioritize area(s) for improvement. The Contractor shall evaluate the impact and effectiveness of its QAPI Program annually and update the Program as necessary. (42 C.F.R. § 438.330(e)(2); 9 C.C.R. § 1810.440(a)(6).)

D. The QAPI Program shall include collection and submission of performance measurement data required by the Department, which may include performance measures specified by CMS. (42 C.F.R. § 438.330(a)(2).)

2) The Contractor shall measure and annually report to the Department its performance, using the standard measures identified by the Department. (42 C.F.R. § 438.330(b)(2), (c)(2).)

3) The monitoring of accessibility of services outlined in the Quality Improvement (QI) Work Plan will at a minimum include:

a. Timeliness of first initial contact to face-to-face appointment or synchronous video or audio-only interaction, consistent with BHIN 23-018 or any subsequent Departmental guidance.

b. Frequency of follow-up appointments.

c. [Reserved]

d. Access to after-hours care.

Exhibit A - Attachment 5
QUALITY IMPROVEMENT SYSTEM

e. Responsiveness of the member access line.

f. Strategies to reduce avoidable hospitalizations.

g. Coordination of physical, mental health, and SUD services at the provider level.

h. Assessment of the members' experiences.

i. Telephone access line and services in the prevalent non-English languages.

4) With respect to the data elements required for External Quality Review (EQR), as described under Exhibit A, Attachment 5, Section 4, below, the Contractor's QI Committee (as defined below) shall review those data at a minimum on a quarterly basis since EQR site reviews will begin after county implementation.

E. The Contractor shall conduct performance monitoring activities throughout the Contractor's operations. These activities shall include, but not be limited to, member and system outcomes, utilization management, utilization review, provider appeals, credentialing and monitoring, and resolution of member grievances.

F. The Contractor shall have mechanisms to detect both underutilization of services and overutilization of services. (42 C.F.R. § 438.330(b)(3).)

G. The Contractor shall implement mechanisms to assess member/family satisfaction. The Contractor shall assess member/family satisfaction by:

1) Surveying member/family satisfaction with the Contractor's services at least annually;

2) Evaluating member grievances, appeals and State Hearings at least annually; and

3) Evaluating requests to change persons providing services at least annually.

H. The Contractor shall inform providers of the results of member/family satisfaction activities described in paragraph G.

I. The Contractor shall implement mechanisms to monitor the safety and effectiveness of medication practices. The monitoring mechanism shall be under the supervision of a person licensed to prescribe or dispense prescription drugs. Monitoring shall occur at least annually.

Exhibit A - Attachment 5
QUALITY IMPROVEMENT SYSTEM

J. The Contractor shall implement mechanisms to address meaningful clinical issues affecting members system-wide.

K. The Contractor shall implement mechanisms to monitor appropriate and timely intervention of occurrences that raise quality of care concerns. The Contractor shall take appropriate follow-up action when such an occurrence is identified. The results of the intervention shall be evaluated by the Contractor at least annually.

L. The Contractor's QAPI Program shall include Performance Improvement Projects (PIPs) as specified in Exhibit A, Attachment 5, Section 5 below.

M. The Contractor shall ensure continuity and coordination of care with other managed care plans and medical providers. The Contractor shall coordinate with other human services agencies used by its members. The Contractor shall assess the effectiveness of any Memorandum of Understanding (MOU) with a managed care plan pursuant to Exhibit A, Attachment 10 Section 3 of this Contract.

2. Quality Improvement (QI) Work Plan

A. The Contractor shall have a Quality Improvement (QI) Work Plan covering the current Contract cycle with documented annual evaluations and documented revisions as needed. The QI Work Plan shall include:

1) Evidence of the monitoring activities including, but not limited to, maintaining, and reviewing member grievances, appeals, expedited appeals, State Hearings, expedited State Hearings, provider appeals, and clinical records reviews as required by 9 C.C.R. section 1810.440(a)(5) and 42 C.F.R. section 438.416(a) and under this Contract;

2) Evidence that QI activities, including PIPs, have contributed to meaningful improvement in clinical care and member service;

3) A description of completed and in-process QI activities, including PIPs. The description shall include:

a. Monitoring efforts for previously identified issues, including tracking issues over time;

b. Objectives, scope, and planned QI activities for each year; and,

c. Targeted areas of improvement or change in service delivery or program design.

Exhibit A - Attachment 5
QUALITY IMPROVEMENT SYSTEM

4) A description of mechanisms the Contractor has implemented to assess the accessibility of services within its service delivery area (including the requirements defined under Exhibit A, Attachment 8, Section 2.B); and

5) Evidence of compliance with the requirements for cultural competence and language and format, as specified in Exhibit A, Attachment 7 Section 2, and Exhibit A Attachment 11 Section 3.

3. Quality Improvement (QI) Committee and Program

A. The Contractor's QI program shall monitor the Contractor's service delivery system with the aim of improving the processes of providing care and better meeting the needs of its members.

B. The Contractor shall establish a QI Committee to review the quality of SMHS provided to members. The QI Committee shall recommend policy decisions; review and evaluate the results of QI activities, including PIPs; institute needed QI actions; ensure follow-up of QI processes; and document QI Committee meeting minutes regarding decisions and actions taken.

C. The QI Program shall be accountable to the Contractor's Director. (9 C.C.R. § 1810.440(a)(1).)

D. Operation of the QI program shall include substantial involvement by a licensed mental health professional. (9 C.C.R. § 1810.440(a)(4).)

E. The Contractor's practitioners and providers, members who have accessed both specialty mental health and SUD treatment services through the Contractor, family members, legal representatives, or other persons similarly involved with members as described in 9 C.C.R. § 1810.440(a)(2)(A-C) shall be actively involved in the planning, design and execution of the QI Program.

F. QI activities shall include:

1) Collecting and analyzing data to measure against the goals, or prioritized areas of improvement that have been identified;

2) Identifying opportunities for improvement and deciding which opportunities to pursue;

3) Identifying relevant committees internal or external to the Contractor to ensure appropriate exchange of information with the QI Committee;

Exhibit A - Attachment 5
QUALITY IMPROVEMENT SYSTEM

4) Obtaining input from providers, members and their family members in identifying barriers to delivery of clinical care and administrative services;

5) Designing and implementing interventions for improving performance;

6) Measuring effectiveness of the interventions;

7) Incorporating successful interventions into the Contractor's operations as appropriate; and

8) Reviewing the results of member grievances, appeals, expedited appeals, State Hearings, expedited State Hearings, provider appeals, and clinical records review as required by 9 C.C.R., § 1810.440(a)(5).

4. External Quality Review

A. The Contractor shall undergo annual, external independent reviews of the quality, timeliness, and access to the services covered under this Contract, which are conducted pursuant to Subpart E of Part 438 of the Code of Federal Regulations. (42 C.F.R. §§ 438.350(a) and 438.320)

B. Among other data elements, the EQR protocol shall include review of:

1) Number of days to first SMHS at appropriate level of care after referral.

2) Existence of a 24/7 telephone access line with prevalent non-English language(s).

3) Access to SMHS with translation services in the prevalent non-English language(s).

5. Performance Improvement Projects

A. The Contractor shall conduct a minimum of two PIPs per year, including any PIPs required by DHCS or CMS (42 C.F.R. § 438.330(a)). DHCS may require additional PIPs. One PIP shall focus on a clinical area and one on a non-clinical area. (42 C.F.R. § 438.330(b)(1) and (d)(1).) Each PIP shall:

1) Be designed to achieve significant improvement, sustained over time, in health outcomes and member satisfaction; (42 C.F.R. § 438.330(d).)

2) Include measurement of performance using objective quality indicators; (42 C.F.R. § 438.330(d)(2)(i).)

Exhibit A - Attachment 5
QUALITY IMPROVEMENT SYSTEM

3) Include implementation of interventions to achieve improvement in the access to and quality of care; (42 C.F.R. § 438.330(d)(2)(ii).)

4) Include an evaluation of the effectiveness of the interventions based on the performance measures collected as part of the PIP; (42 C.F.R. § 438.330(d)(2)(iii).) and,

5) Include planning and initiation of activities for increasing or sustaining improvement. (42 C.F.R. § 438.330(d)(2)(iv).)

B. The Contractor shall report the status and results of each PIP to the Department as requested, but not less than once per year. (42 C.F.R. § 438.330(d)(3).)

C. Each PIP shall be completed in a reasonable time period so as to generally allow information on the success of PIPs in the aggregate to produce new information on quality of care annually.

6. Practice Guidelines

A. The Contractor shall adopt practice guidelines. (42 C.F.R. § 438.236(b) and 9 C.C.R. § 1810.326)

B. Such guidelines shall meet the following requirements (42 C.F.R. § 438.236(b):

1) They are based on valid and reliable clinical evidence or a consensus of health care professionals in the applicable field;

2) They consider the needs of the members;

3) They are adopted in consultation with network providers; and

4) They are reviewed and updated periodically as appropriate.

C. The Contractor shall disseminate the guidelines to all affected providers and, upon request, to members and potential members. (42 C.F.R. § 438.236(c).)

D. The Contractor shall take steps to assure that decisions for utilization management, member education, coverage of services, and any other areas to which the guidelines apply shall be consistent with the guidelines. (42 C.F.R. § 438.236(d))

Exhibit A - Attachment 6
UTILIZATION MANAGEMENT PROGRAM

1. SMHS: Utilization Management

A. The Contractor shall operate a Utilization Management Program that is responsible for assuring that members have appropriate access to SMHS as required in this Contract.

B. The Utilization Management Program shall evaluate:

1) that services are medically necessary in accordance with the definition of "medical necessity" in Exhibit E, Attachment 1;

2) the appropriateness and efficiency of services provided to Medi-Cal members prospectively or retrospectively;

3) [reserved]; and

4) that the interventions are appropriate for the diagnosis and level of care.

C. Compensation to individuals or entities that conduct utilization management activities must not be structured so as to provide incentives for the individual or entity to deny, limit, or discontinue medically necessary services to any member. (42 C.F.R. § 438.210(e).)

D. The Contractor may place appropriate limits on a service based on criteria applied under the State Plan, such as criteria for access to SMHS services and for the purpose of utilization control, provided that:

1) The services furnished are sufficient in amount, duration and scope to reasonably achieve the purpose for which the services are furnished. (42 C.F.R. § 438.210(a)(4)(ii)(A).)

2) The Contractor shall not arbitrarily deny or reduce the amount, duration, or scope of a medically necessary covered service solely because of diagnosis, type of illness, or condition of the member. (42 C.F.R. Section 438.210(a)(3)(ii)) The Contractor may deny services based on W&I Code §§ 14184.402, subdivisions (a), (c), and (d); 14059.5; and departmental guidance and regulation. (42 C.F.R. § 438.210(a)(4)(i).)

3) The Contractor shall not avoid costs for services covered under this Contract by referring members to other publicly supported health care resources.

4) The services supporting individuals with ongoing or chronic conditions are authorized in a manner that reflects the member's ongoing need for such services and supports.

Exhibit A - Attachment 6
UTILIZATION MANAGEMENT PROGRAM

E. The Contractor shall have a documented system for collecting, maintaining and evaluating accessibility to care, including tracking:

1) The number of days to first SMHS at an appropriate level of care following initial request or referral for all covered SMHS;

2) Whether a member was delayed access to care due to an insufficient number of providers able to provide services and, how long such a member was delayed access to care; and

3) The number, percentage of denied, and timeliness of requests for authorization for all covered SMHS that are submitted, processed, approved, and denied.

2. SMHS: Service Authorization

A. Contractor shall implement mechanisms to assure authorization decision standards are met in accordance with this Contract, as well as BHINs 22-016 and 22-017, or any subsequent Departmental notices issued to address parity in SMHS subsequent to the effective date of this Contract, and any applicable state and federal regulations. (42 C.F.R. §§ 438.210, 438.910(d).) The Contractor shall:

1) Have in place, and follow, written policies and procedures for processing requests for initial and continuing authorizations of services. (42 C.F.R. § 438.210(b)(1).) The Contractor shall define service authorization request in a manner that at least includes a member's request for the provision of a service. (42 C.F.R. § 431.201.)

2) Have mechanisms in effect to ensure consistent application of review criteria for authorization decisions and shall consult with the requesting provider when appropriate. (42 C.F.R. § 438.210(b)(2)(i-ii).)

3) Have any decision to deny a service authorization request or to authorize a service in an amount, duration, or scope that is less than requested be made by a health care professional who has appropriate clinical expertise in addressing the member's behavioral health needs. (42 C.F.R. § 438.210(b)(3).)

4) Notify the requesting provider and give the member written notice of any decision by the Contractor to deny a service authorization request, or to authorize a service in an amount, duration, or scope that is less than requested. (42 C.F.R. § 438.210(c)). The

Exhibit A - Attachment 6
UTILIZATION MANAGEMENT PROGRAM

member's notice shall meet the requirements in Exhibit A Attachment 12, Section 1, and any applicable state and federal law.

B. Additional Service Authorization Requirements

1) Except as provided below, the Contractor shall comply with the authorization requirements and timeframes in BHINs 22-016 and 22-017 and any subsequent Departmental notices issued to address parity in mental health and SUD benefits, as well as any applicable state and federal regulations. (42 C.F.R. § 438.910(d).)

2) For outpatient SMHS that are subject to prior authorization, the following timelines apply, notwithstanding BHIN 22-016:

a. The Contractor shall make a decision regarding a provider's request for prior authorization as expeditiously as the member's mental health condition requires, not to exceed five business days from Contractor's receipt of the information reasonably necessary and requested by the Contractor to make the determination, not to exceed 14 calendar days following Contractor's receipt of the request for service. This timeframe may not be extended.

b. For cases in which a provider indicates, or the Contractor determines, that following the standard timeframe could seriously jeopardize the member's life or health or ability to attain, maintain, or regain maximum function, the Contractor shall make an expedited authorization decision and provide notice as expeditiously as the member's health condition requires and no later than 72 hours after receipt of the request for service. This timeframe may not be extended. (42 C.F.R. § 438.210(d)(2))

3) Among other requirements, the Contractor shall not require prior authorization for an emergency admission for psychiatric inpatient hospital services, whether the admission is voluntary or involuntary. (BHIN 22-017; See 9 C.C.R. § 1820.200(d)).

C. [Reserved]

3. DMC & SMHS: Parity in Mental Health and SUD Benefits

A. The Contractor shall not impose financial requirements or quantitative treatment limitations, as defined in 42 C.F.R. § 438.900, for any member receiving SMHS or DMC services. (42 C.F.R. §§ 438.910(b), 438.920(a); BHIN 22-070.)

Exhibit A - Attachment 6
UTILIZATION MANAGEMENT PROGRAM

B. The Contractor shall not impose aggregate lifetime or annual dollar limits, as defined in 42 C.F.R. § 438.900, for any member receiving SMHS or DMC services. (42 C.F.R. § 438.905(a), (b).)

C. The Contractor shall not impose non-quantitative treatment limitations for SMHS or DMC services, as defined in 42 C.F.R. Part 438, Subpart K, in any benefit classification (i.e., inpatient and outpatient) unless the Contractor's policies and procedures have been determined by the Department to comply with Title 42 of the Code of Federal Regulations, part 438, subpart K. (42 C.F.R. § 438.910(d).)

D. The Contractor shall submit to the Department, upon request, any policies and procedures or other documentation necessary for the State to establish and demonstrate compliance with Title 42 of the Code of Federal Regulations, part 438, subpart K, regarding parity in mental health and SUD benefits. Contractor shall, at a minimum, submit such documentation at the time it enters into this Contract with DHCS and any time there has been a significant change in the Contractor's operations that would affect parity, including changes in a quantitative treatment limitation or non-quantitative treatment limitation on a covered SMHS or SUD benefit. Such documentation shall be subject to DHCS approval pursuant to paragraph C of this section.

Exhibit A - Attachment 7
ACCESS AND AVAILABILITY OF SERVICES

1. SMHS: Member Eligibility & Enrollment

A. Medi-Cal members in Contractor's county are automatically enrolled with Contractor for purposes of SMHS. (1915(b) waiver, § A, part I, para. C, p. 31.)

B. The Contractor shall be responsible for providing or arranging and paying for SMHS services for Medi-Cal eligible individuals in its county who require an assessment or meet criteria for access to SMHS services. (9 C.C.R. § 1810.228.)

1) The Contractor shall accept these individuals in the order in which they are referred (including self-referral) without restriction (unless authorized by CMS), up to the limits set under this Contract. (42 C.F.R. § 438.3(d)(1).)

2) The Contractor or its contracted provider shall verify the Medicaid eligibility determination of an individual. When the contracted provider conducts the initial eligibility verification, that verification shall be reviewed and approved by the Contractor prior to payment for services.

C. The Contractor shall not, on the basis of health status or need for health care services, discriminate against Medi-Cal eligible individuals in its county who require an assessment or meet criteria for access to SMHS. (42 C.F.R. § 438.3(d)(3).)

D. The Contractor shall not unlawfully discriminate against Medi-Cal eligible individuals in its county who require an assessment or meet criteria for access to SMHS on the basis of race, color, national origin, sex, sexual orientation, gender, gender identity, religion, marital status, ethnic group identification, ancestry, age, medical condition, genetic information, mental disability, or physical disability, and will not use any policy or practice that has the effect of discriminating on the basis of any of these protected traits. (42 U.S.C. § 18116; 42 C.F.R. § 438.3(d)(4); 45 C.F.R. § 92.2; Gov. Code § 11135(a); W&I Code § 14727(a)(3).)

2. SMHS: Cultural Competence

A. The Contractor shall participate in the State's efforts to promote the delivery of services in a culturally competent manner to all members, including those with limited English proficiency and diverse cultural and ethnic backgrounds, disabilities, and regardless of gender, sexual orientation or gender identity. (42 C.F.R. § 438.206(c)(2).)

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ACCESS AND AVAILABILITY OF SERVICES

B. The Contractor shall comply with the provisions of the Contractor's Cultural Competence Plan, which shall be submitted to and approved by the Department in accordance with applicable Department guidance.

1) The Contractor's Cultural Competence Plan shall describe strategies to ensure access to coordinated and culturally responsive care for members with co-occurring behavioral health needs in components (1), (2) and (4) of subdivision (c) of title 9, California Code of Regulations Section 1810.410.

i. The Contractor is encouraged, but not required, to develop an integrated Cultural Competence Plan that addresses individuals with SUD needs to the same extent as individuals with SMHS needs in components (1), (2) and (4) of subdivision (c) of title 9, California Code of Regulations Section 1810.410.

2) The Contractor shall update the Cultural Competence Plan and submit these updates to the Department for review and approval annually. (9 C.C.R. § 1810.410, subds. (c)-(d).)

3) The Department shall act promptly to review the Contractor's Cultural Competence Plan submitted pursuant to 9 C.C.R. section 1810.410. The Department shall provide a Notice of Approval or a Notice of Disapproval, including the reasons for the disapproval, to the Contractor within 60 calendar days after receipt of the plan from the Contractor. If the Department fails to provide a Notice of Approval or Disapproval, the Contractor may implement the plan 60 calendar days from its submission to the Department.

C. The Contractor shall ensure that its contracted providers are responsible to provide culturally competent services.

1) Providers shall ensure that their policies, procedures, and practices are consistent with the principles outlined and are embedded in the organizational structure, as well as being upheld in day-to-day operations.

2) To ensure equal access to quality care by diverse populations, each contracted provider receiving funds under this Contract shall adopt the federal Office of Minority Health Culturally and Linguistically Appropriate Service (CLAS) national standards (Document 3V) and comply with 42 C.F.R. section 438.206(c)(2).

Exhibit A - Attachment 7
ACCESS AND AVAILABILITY OF SERVICES

3. SMHS: Out-of-Network Services

A. If the Contractor's provider network is unable to provide necessary services, within the time, distance, and timely access standards, covered under this Contract, to a particular member, the Contractor shall allow members to access the services and adequately and timely cover the services out-of-network, for as long as the Contractor's provider network is unable to provide them and in accordance with state and federal law, this Contract, and Department information notices, including BHIN 21-008, and any subsequent notices. (42 C.F.R. § 438.206(b)(4).)

1) The Contractor shall comply with the requirements of 9 CCR section 1830.220 regarding providing members access to out-of-network providers when a provider is available in Contractor's network.

2) [Reserved]

B. In cases where an out-of-network provider is not available within the time and distance standards, Contractor shall arrange for telehealth or transportation to an in-person visit. Contractor shall ensure that members have the right to an in-person visit if they do not want to accept a telehealth visit. Contractor shall ensure that services rendered by out-of-network providers, including those provided within a Department approved alternative access standard, comply with timely access standards.

C. The Contractor shall require that out-of-network providers coordinate authorization and payment with the Contractor. The Contractor must ensure that the cost to the member for services provided out-of-network pursuant to an authorization is no greater than it would be if the services were furnished within the Contractor's network, consistent with9 C.C.R. section 1810.365. (42 C.F.R. § 438.206(b)(5).)

D. [Reserved]

E. Pursuant to Department guidance, the Contractor shall submit to the Department for approval policies and procedures regarding authorization of out-of-network services to establish compliance with parity requirements in 42 C.F.R. section 438.910(d)(3), including as described in Exhibit A, Attachment 6, Section 3.

4. SMHS: Foster Children Placed Out-of-County

The Contractor shall authorize, pay, provide or arrange for medically necessary specialty mental health services for foster children placed outside of their counties of origin in accordance with W&I Code sections 14717.1 and 14717.2

Exhibit A - Attachment 7
ACCESS AND AVAILABILITY OF SERVICES

and pursuant to Department information notices. The Contractor shall follow Mental Health and Substance Use Disorder (MHSUDS) IN 17-032, 18-027, BHIN 19-041, and any subsequent Information Notices. These Information Notices include standardized templates that the Contractor may use or adapt to the Contractor's needs.

5. SMHS: Children in Adoption Assistance Program (AAP) and Kinship Guardian Assistance Payment (Kin-GAP)

A. The Contractor shall provide or arrange for the provision of medically necessary specialty mental health services to a child in the Adoption Assistance Program (AAP) residing within their adoptive parents' county of residence in the Contractor's county. These services are to be provided in the same way as the Contractor would provide services to any other child for whom the Contractor's county is listed as the county of responsibility on the Medi-Cal Eligibility Data System (MEDS). When treatment authorization requests are required, the Contractor shall be responsible for submitting treatment authorization requests to the mental health plan in the child's county of origin. (W&I Code § 16125.)

B. The Contractor shall provide or arrange for the provision of medically necessary specialty mental health services to a child in the Kinship-Guardian Assistance Program (Kin-GAP) residing within their legal guardian's county of residence in the Contractor's county. These services are to be provided in the same way that the Contractor would provide services to any other child for whom the Contractor county is listed as the county of responsibility on the MEDS. When treatment authorization requests are required, the Contractor shall be responsible for submitting treatment authorization requests to the mental health plan in the child's county of origin. (W&I Code § 11376.)

C. When the Contractor is the mental health plan in the county of origin for a child in AAP residing out-of-county with their adoptive parents (W&I Code § 16125) or a child in Kin-GAP residing out-of-county with their legal guardian (W&I Code § 11376) the Contractor shall be responsible for authorization and reauthorization of services for the child utilizing an expedited treatment authorization process that meets the authorization requirements set forth in MHSUDS Information Notice 22-016 and any applicable Departmental notices issued after the effective date of this Contract.

D. The Contractor shall comply with timelines specified in 9 C.C.R. § 1830.220(b)(4)(A)(1-3) and requirements set forth in MHSUDS Information Notice 22-016 and any applicable Departmental notices issued after the

Exhibit A - Attachment 7
ACCESS AND AVAILABILITY OF SERVICES

effective date of this Contract, when processing or submitting authorization requests for children in AAP, or Kin-GAP, living outside their county of origin.

6. SMHS: American Indian and Alaska Native (AI/AN) Members

A. Choice of provider. The Contractor shall permit AI/AN members to obtain covered services from certified IHCPs, including out-of-network IHCPs. (42 C.F.R. § 438.14(b)(4); BHIN 22-020.)

1) The Contractor shall permit an out-of-network IHCP to refer an Indian member to a network provider. (42 C.F.R. § 438.14(b)(6).)

2) The Contractor is not obligated to pay for services provided to non-AI/AN members by out-of-network IHCPs.

B. The Contractor shall demonstrate it has sufficient IHCPs participating in its provider network to ensure timely access to services available under the Contract from such providers for AI/AN members who are eligible to receive services. (42 C.F.R. § 438.14(b)(1).) The Contractor shall document good-faith efforts to contract with all IHCPs in the Contractor's county, in accordance with the Department's latest guidance on network adequacy certifications. (BHINs 22-020 and 22-053.)

7. SMHS: Choice of Provider

The Contractor shall provide each member a choice of the person providing services to the extent possible and appropriate. (42 C.F.R. § 438.3(l); Cal. Code Regs., tit. 9, § 1830.225).

8. SMHS: Integrated 24/7 Access Line

A. The Contractor shall maintain a 24/7 toll-free number that current or prospective members may call seeking access to SMHS and/or DMC services. The Contractor must maintain and publicize a single telephone number that supports access to both SMHS and DMC services.

B. The Contractor shall publish information about the access line on the Contractor's web page, on all information brochures, and prevention materials in all threshold languages.

C. The Contractor's access line shall provide oral and audio-logical (TTY/TDY) translations in the member's primary language.

D. The access line shall provide 24/7 referrals to services for urgent conditions and medical emergencies.

Exhibit A - Attachment 7
ACCESS AND AVAILABILITY OF SERVICES

9. SMHS: Second Opinions

A. The Contractor shall provide second opinions from a network provider, or arrange for the member to obtain a second opinion outside the network, at no cost to the member. (42 C.F.R § 438.206(b)(3).)

B. At the request of a member, when the Contractor or its network provider has determined that the member is not entitled to SMHS due to not meeting the criteria for access to SMHS, the Contractor shall provide for a second opinion by a licensed mental health professional (other than a psychiatric technician or a licensed vocational nurse).

10. DMC & SMHS: Minor Consent

A. Contractor must ensure access to the minor consent services specified in paragraph B without requiring prior authorization, from any in-network or out-of-network provider if the member is otherwise eligible to receive such services and the provider is otherwise eligible and certified to provide them.

1) Contractor must ensure members are informed of the availability of these services without prior authorization.

2) Minors who are 12 years of age or older and less than 18 years of age do not need parent, legal guardian, or Authorized Representative (AR) consent to access these services. Contractor, contracted providers, and other subcontractors are prohibited from disclosing any information relating to minor consent services without the express consent of the minor member.

B. Minor consent services include the following:

1) A minor who is 12 years of age or older may consent to mental health treatment or counseling on an outpatient basis if the minor, in the opinion of the attending professional person, is mature enough to participate intelligently in the outpatient services, subject to the parameters in Family Code section 6924.

2) A minor who is 12 years of age or older may consent to medical care and counseling relating to the diagnosis and treatment of an SUD, subject to the parameters in Family Code section 6929.

Exhibit A - Attachment 8
PROVIDER NETWORK, CONTRACTED PROVIDERS, AND TIMELY ACCESS

1. SMHS: Provider Enrollment and Screening

A. The Contractor shall ensure that all network providers are enrolled with the state as Medi-Cal providers consistent with the provider disclosure, screening, and enrollment requirements of 42 C.F.R. part 455, subparts B and E. (42 C.F.R. § 438.608(b).) This provision does not require the network provider to render services to Medi-Cal Fee-for-Service members.

B. The Contractor may execute network provider agreements, pending the outcome of screening, enrollment, and revalidation, of up to 120 days but must terminate a network provider immediately upon determination that the network provider cannot be enrolled, or the expiration of one 120-day period without enrollment of the provider, and notify affected members. (42 C.F.R. § 438.602(b)(2).)

C. [Reserved]

2. DMC & SMHS: Assessment of Capacity

A. The Contractor shall implement mechanisms to assess the capacity of service delivery for its members. This includes monitoring the number, type, and geographic distribution of mental health and SUD services within the Contractor's delivery system.

B. The Contractor shall implement mechanisms to assess the accessibility of services within its service delivery area. This shall include the assessment of responsiveness of the Contractor's 24-hour toll-free telephone number (as described in Exhibit A, Attachment 7, Section 8), timeliness of scheduling routine appointments, timeliness of services for urgent conditions, and access to after-hours care.

1) Subject to DHCS provider enrollment and certification requirements, the Contractor shall maintain continuous availability and accessibility of covered services and facilities, service sites, and personnel to provide the covered services. Such services shall not be limited due to budgetary constraints.

2) When a member makes a request for covered services, the Contractor shall require services to be initiated with reasonable promptness in accordance with the timely access standards defined below in Section 4. Contractor shall have a documented system for monitoring and evaluating the quality, appropriateness, and accessibility of care, including a system for addressing problems that develop regarding waiting times and appointments.

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C. Additional Requirements for SMHS. The Contractor shall ensure that in planning for the provision of SMHS, the following barriers to services are considered and addressed:

1) Lack of educational materials or other resources for the provision of services.

2) Geographic isolation and transportation needs of persons seeking services or remoteness of services.

3) Institutional, cultural, and/or ethnicity barriers.

4) Language differences.

5) Lack of service advocates.

6) Failure to survey or otherwise identify the barriers to service accessibility.

7) Needs of persons with a disability.

3. SMHS: Network Adequacy

A. The Contractor shall ensure that all services covered under this Contract are available and accessible to members in a timely manner and without utilizing waitlists. (42 C.F.R. § 438.206(a)).

B. The Contractor shall maintain and monitor a network of appropriate providers that is supported by written agreements and that is sufficient to provide adequate access to all services covered under this Contract for all members, including those with limited English proficiency or physical or mental disabilities. (42 C.F.R. § 438.206(b)(1).) In establishing and monitoring the network, the Contractor shall document the following:

1) The anticipated number of Medi-Cal eligible members.

2) The expected utilization of services, taking into account the characteristics of mental health treatment needs of members.

3) The expected number and types of providers in terms of training and experience needed to meet expected utilization.

4) The number of network providers who are not accepting new members.

5) The geographic location of providers and their accessibility to members, considering distance, travel time, means of transportation ordinarily used by Medi-Cal members, and physical access for disabled members.

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C. The Contractor shall ensure that network providers provide physical access, reasonable accommodations, and accessible equipment for Medi-Cal members with physical or mental disabilities. (42 C.F.R. § 438.206(b)(1) and (c)(3).)

D. The Contractor shall adhere to, in all geographic areas within the county, the network adequacy standards for adult and pediatric mental health providers developed by the Department to implement 42 C.F.R. sections 438.68, 438.206, and 438.207, including time and distance standards, timely access, capacity and composition standards, and other network capacity requirements, as specified in state law (including W&I Code § 14197) and the Department's current guidance regarding network adequacy certifications. (42 C.F.R. § 438.68(a), (b)(1)(iii) and (b)(3), 438.206(a); W&I Code § 14197.)

E. If Contractor cannot meet the time or distance standards in W&I Code section 14197, subdivisions (b) or (c), Contractor shall submit to the Department a request for Alternate Access Standards. (W&I Code § 14197, subd. (f)(3).) The Department will evaluate requests and grant appropriate exceptions as specified in the Department's current guidance regarding network adequacy certifications. (42 C.F.R. §§ 438.68(a) &(d), 438.206(a); W&I Code § 14197(f).)

4. DMC & SMHS: Timely Access

A. SMHS: In accordance with 42 C.F.R. section 438.206(c)(1), the Contractor shall:

1) Meet, and require network providers to meet, the standards for timely access to care and services, without utilizing waitlists and taking into account the urgency of need for services, pursuant to W&I Code section 14197, subdivision (d), and as specified in the Department's current guidance regarding timely access, BHIN 24-020, or any successor guidance.

2) Require network providers to have hours of operation during which services are provided to Medi-Cal members that are no less than the hours of operation during which the provider offers services to non-Medi-Cal members. If the provider only serves Medi-Cal members, the Contractor shall require that hours of operation are comparable to the hours the provider makes available for Medi-Cal services that are not covered by the Contractor, or another county behavioral health program.

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3) Make services available to members 24 hours a day, 7 days a week, when medically necessary.

4) Establish mechanisms to ensure that network providers comply with the timely access requirements;

5) Monitor network providers regularly to determine compliance with timely access requirements;

6) Take corrective action if a network provider fails to comply with timely access requirements.

B. DMC: Timely Access. The Contractor shall establish, comply with, and report on Timely Access Standards, Alternative Access Standards (AAS), and Telehealth Services in accordance with requirements set forth in BHIN 22-070, and any subsequently issued BHINs that supersede BHIN 22-070.

5. SMHS: Documentation of Network Adequacy

A. The Contractor shall give assurances to the Department and provide supporting documentation that demonstrates Contractor has the capacity to serve the expected utilization in its service area in accordance with BHIN 24-020, and subsequent guidance issued by the Department. (42 C.F.R. § 438.207(a); W&I Code § 14197(f).)

B. The Contractor shall submit documentation to the Department, as specified in BHIN 24-020 and any subsequent guidance issued by the Department, to demonstrate that it complies with the following requirements:

1) Offers an appropriate range of specialty services that are adequate for the anticipated number of members for the service area.

2) Maintains a network of providers that is sufficient in number, mix, and geographic distribution to meet the needs of the anticipated number of members in the service area. (42 C.F.R. § 438.207(b).)

C. The Contractor shall submit the documentation at the times specified in BHIN 24-020 and any subsequent guidance issued by the Department, but no less frequently than the following (42 C.F.R. § 438.207(c)):

1) At the time it enters into this Contract with the Department;

2) On an annual basis; and

3) Within 10 business days of a significant change in the Contractor's operations that would render the Contractor non-compliant with

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standards for network adequacy and capacity including, but not limited to, the following types of changes:

a. Changes in services;

b. Changes in benefits;

c. Changes in geographic service area;

d. Changes in the composition of or payment]s to the Contractor's provider network; or

e. Enrollment of a new population in the Contractor's county.

D. The Contractor is required to notify DHCS by email of one of the above-listed changes at MHSDFinalRule@dhcs.ca.gov.The Contractor shall include details regarding the change and the Contractor's plans to ensure members continue to have access to adequate services and providers.

E. 274 Provider Network Data Reporting

1) The Contractor is required to submit provider network data to DHCS using the 274 standard on a monthly basis between the 1st and 10th of each month. (42 C.F.R. § 438.207(a))

2) The Contractor shall complete data submissions pursuant to DHCS BHIN 24-020 and 22-032 and any subsequent guidance issued by the Department.

6. [Reserved]

7. SMHS: Provider Selection

A. The Contractor shall have and implement written policies and procedures for selection and retention of network providers to provide SMHS that at a minimum meet the requirements of 42 C.F.R. part 438.214. These policies and procedures shall apply equally to all providers regardless of public, private, for-profit or non-profit status.

1) The Contractor shall select the qualified providers with whom they contract to establish its provider networks, except as otherwise provided in this Contract (e.g., IHCPs as described in Exhibit A, Attachment 7, Section 6).

B. The Contractor's policies and procedures for selection and retention of providers must not discriminate against particular providers that serve high-risk populations or specialize in conditions that require costly treatment. (42 C.F.R. §§ 438.12(a)(2), 438.214(c).)

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C. In all contracts with network providers, the Contractor must follow the Department's uniform credentialing and re-credentialing policy, including the policy that addresses behavioral and substance use disorders, outlined in DHCS Information Notice 18-019. The Contractor must follow a documented process for credentialing and re-credentialing of network providers. (42 C.F.R. §§ 438.12(a)(2), 438.214(b).)

D. The Contractor shall not employ or contract with providers excluded from participation in Federal health care programs under either section 1128 or section 1128A of the Social Security Act. (42 C.F.R. § 438.214(d).)

E. The Contractor may not discriminate in the selection, reimbursement, or indemnification of any provider who is acting within the scope of their license or certification under applicable state law, solely on the basis of that license or certification. (42 C.F.R. § 438.12(a)(1).)

F. The Contractor shall give providers that apply to be network providers and with whom the Contractor decides not to contract written notice of the reason for a decision not to contract. (42 C.F.R. § 438.12(a)(1).)

G. This section, may not be construed to:

    1) Require the Contractor to contract with providers beyond the number necessary to meet the needs of its members;

    2) Preclude the Contractor from using different reimbursement amounts for different specialties or for different practitioners in the same specialty; or

    3) Preclude the Contractor from establishing measures that are designed to maintain quality of services and control costs and are consistent with its responsibilities to members. (42 C.F.R. § 438.12(b).)

H. Upon request, the Contractor shall demonstrate to the Department that its providers are credentialed as required by this Contract. (42 C.F.R. § 438.206(b)(6).)

I. The Contractor shall only use licensed, registered, certified, or waivered providers, in good standing and acting within their scope of practice, for services that require a license, registration, certification, or waiver. ; This includes clinical social worker (CSW), marriage and family therapist (MFT), and professional clinical counselor (PCC) candidates who have submitted their applications for associate registration to the California Board of Behavioral Sciences (BBS) within 90 days of their degree award date and are

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completing supervised experience toward licensure to provide SMHS, DMC-ODS and DMC services to Medi-Cal members. (BHIN 24-023.)

1) CSW, MFT, and PCC candidates must act within their scopes of practice under California law. Medi-Cal behavioral health delivery systems must obtain and maintain documentation to verify that the candidate's BBS application has been submitted and is pending and must subsequently verify that the registration is approved.

2) Services rendered by CSW, MFT, and PCC candidates completing supervised experience can be reimbursed while their BBS application is pending. In the event the BBS application is not approved by BBS, the services provided by the candidate are not Medi-Cal reimbursable.

J. The Contractor shall establish individual, group and organizational provider selection criteria as provided for in 9 C.C.R. section 1810.435(a).

K. [Reserved]

8. SMHS Provider Certification

A. The Contractor shall comply with 9 C.C.R. section 1810.435, in the selection of providers.

B. [Reserved]

C. "Satellite site" means a site owned, leased or operated by an organizational provider at which SMHS are delivered to members fewer than 20 hours per week, or, if located at a multiagency site at which SMHS are delivered by no more than two employees or contractors of the provider.

D. The Contractor shall certify, or use another SMHS program's certification documents to certify, the organizational providers that contract with the Contractor to provide covered services in accordance with 9 C.C.R. section 1810.435, and the requirements specified prior to the date on which the provider begins to deliver services under the Contract, and once every three years after that date. The on-site review required by 9 C.C.R. section 1810.435, subdivision (d), as a part of the certification process, shall be performed at any site owned, leased, or operated by the provider and/or used to deliver covered services to members, except that on-site review is not required for public school or satellite sites.

E. The Contractor may allow an organizational provider to begin delivering covered services to members at a site subject to on-site review prior to the date of the on-site review, provided the site is operational and has any required fire clearances. The earliest date the provider may begin

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delivering covered services at a site subject to on-site review is the latest of these three (3) dates: 1) the date the provider's request for certification is received by the Department in accordance with the Contractor's certification procedures; 2) the date the site was operational; or 3) the date a required fire clearance was obtained. The Contractor shall complete any required on-site review of a provider's sites within six months of the date the provider begins delivering covered services to members at the site.

F. The Contractor may allow an organizational provider to continue delivering covered services to members at a site subject to on-site review as part of the recertification process prior to the date of the on-site review, provided the site is operational and has any required fire clearances. The Contractor shall complete any required on-site review of a provider's sites within six months of the date the recertification of the provider is due.

G. On-site reviews. The Contractor is responsible for conducting on-site reviews for their network providers, except that the Department shall conduct on-site reviews for all county-owned and operated providers. The on-site review shall verify that:

1) The organizational provider possesses the necessary license to operate, if applicable, and any required certification.

2) The space owned, leased or operated by the provider and used for services or staff meets local fire codes.

3) The physical plant of any site owned, leased, or operated by the provider and used for services or staff is clean, sanitary, and in good repair.

4) The organizational provider establishes and implements maintenance policies for any site owned, leased, or operated by the provider and used for services or staff to ensure the safety and well-being of members and staff.

5) The organizational provider has a current administrative manual which includes: personnel policies and procedures, general operating procedures, service delivery policies, any required state or federal notices (DRA), and procedures for reporting unusual occurrences relating to health and safety issues.

6) The organizational provider maintains client records in a manner that meets the requirements of the Contractor, the requirements of Exhibit A, Attachment 10; Exhibit E, Section 4; Exhibit D(F), Section 7; and applicable state and federal standards.

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7) The organizational provider has sufficient staff to allow the Contractor to claim federal financial participation (FFP) for the services that the organizational provider delivers to members, as described in 9 C.C.R. sections 1840.344 through 1840.358, as appropriate and applicable.

8) The organizational provider has written procedures for referring individuals to a psychiatrist when necessary, or to a physician, if a psychiatrist is not available.

9) The organizational provider's head or chief of service, as defined 9 C.C.R. sections 622 through 630, is a licensed mental health professional or other appropriate individual as described in these sections.

10) For organizational providers that provide or store medications, the provider stores and dispenses medications in compliance with all pertinent state and federal standards. In particular:

   a. All drugs obtained by prescription are labeled in compliance with federal and state laws. Prescription labels are altered only by persons legally authorized to do so.

   b. Drugs intended for external use only and food stuffs are stored separately from drugs intended for internal use.

   c. All drugs are stored at proper temperatures: room temperature drugs at 59-86 degrees Fahrenheit and refrigerated drugs at 36-46 degrees Fahrenheit.

   d. Drugs are stored in a locked area with access limited to those medical personnel authorized to prescribe, dispense or administer medication.

   e. Drugs are not retained after the expiration date.

   f. Intramuscular multi-dose vials are dated and initialed when opened.

   g. A drug log is maintained to ensure the provider disposes of expired, contaminated, deteriorated and abandoned drugs in a manner consistent with state and federal laws.

   h. Policies and procedures are in place for dispensing, administering and storing medications.

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H. For organizational providers that provide day treatment intensive or day rehabilitation, the provider has a written description of the day treatment intensive and/or day rehabilitation program that complies with Exhibit A, Attachment 2A, Section 4.

I. When an on-site review of an organizational provider would not otherwise be required and the provider offers day treatment intensive and/or day rehabilitation, the Contractor or the Department, as applicable, shall, at a minimum, review the provider's written program description for compliance with the requirements of Exhibit A, Attachment 2A, Section 4.

J. On-site review is required for hospital outpatient departments which are operating under the license of the hospital. Services provided by hospital outpatient departments may be provided either on the premises or off-site.

K. On-site review is not required for primary care and psychological clinics, as defined in Health and Safety Code sections 1204 and 1204.1 and licensed under the Health and Safety Code. Services provided by the clinics may be provided on the premises in accordance with the conditions of the clinic's license.

L. When on-site review of an organizational provider is required, the Contractor or the Department, as applicable, shall conduct an on-site review at least once every three years. Additional certification reviews of organizational providers may be conducted by the Contractor or Department, as applicable, at its discretion, if:

1) The provider makes major staffing changes.

2) The provider makes organizational and/or corporate structure changes (example: conversion to non-profit status).

3) The provider adds day treatment or medication support services when medications are administered or dispensed from the provider site.

4) There are significant changes in the physical plant of the provider site (some physical plant changes could require a new fire clearance).

5) There is a change of ownership or location.

6) There are complaints regarding the provider.

7) There are unusual events, accidents, or injuries requiring medical treatment for clients, staff or members of the community.

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M. [Reserved]

N. Contractor may accept the certification of an SMHS provider by another SMHS program, or by the Department, in order to meet the Contractor's obligations under this section. However, regardless of any such delegation to a subcontracting entity or acceptance of a certification by another SMHS program, Contractor shall remain ultimately responsible for adequate performance of all duties and obligations under this Contract.

9. DMC Certification, Credentialing, and DATAR Enrollment

A. DHCS shall certify eligible providers to participate in the DMC program.

B. The Contractor shall ensure that its providers are DMC certified before those providers begin delivering covered services under this Contract.

C. The Contractor shall require that providers of perinatal DMC services comply with the requirements contained in 22 C.C.R. section 51341.1 related to services for pregnant and postpartum women.

D. The Contractor shall require all the contracted providers of covered services to be licensed, certified, registered, DMC enrolled, and/or approved in accordance with applicable laws and regulations. This includes clinical social worker (CSW), marriage and family therapist (MFT), and professional clinical counselor (PCC) candidates who have submitted their applications for associate registration to the California Board of Behavioral Sciences (BBS) within 90 days of their degree award date and are completing supervised experience toward licensure to provide SMHS, DMC-ODS and DMC services to Medi-Cal members. (BHIN 24-023.)

1) CSW, MFT, and PCC candidates must act within their scopes of practice under California law. Medi-Cal behavioral health delivery systems must obtain and maintain documentation to verify that the candidate's BBS application has been submitted and is pending and must subsequently verify that the registration is approved.

2) Services rendered by CSW, MFT, and PCC candidates completing supervised experience can be reimbursed while their BBS application is pending. In the event the BBS application is not approved by BBS, the services provided by the candidate are not Medi-Cal reimbursable.

E. The Contractor shall notify Provider Enrollment Division (PED) of an addition or change of information in a provider's pending DMC certification application within 35 days of receiving notification from the provider. The Contractor shall ensure that a new DMC certification application is submitted to PED reflecting the change.

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F. The Contractor shall be responsible for ensuring that any reduction of covered services or relocations by providers are not implemented until the approval is issued by DHCS. Within 35 days of receiving notification of a provider's intent to reduce covered services or relocate, the Contractor shall submit, or require the provider to submit, a DMC certification application to PED. The DMC certification application shall be submitted to PED 60 days prior to the desired effective date of the reduction of covered services or relocation.

G. Continued Certification

1) All DMC-certified providers shall be subject to continuing certification requirements at least once every five years. DHCS may allow the Contractor to continue delivering covered services to members at a site subject to on-site review by DHCS as part of the recertification process prior to the date of the on-site review, provided the site is operational, the certification remains valid, and has all required fire clearances.

2) DHCS may conduct unannounced certification and recertification on-site visits at clinics pursuant to W&I Code section 14043.7.

H. Credentialing and Re-credentialing

The Contractor shall establish and comply with provider credentialing, re-credentialing, and attestation provisions in accordance with the requirements set forth in BHIN 22-070.

I. DATAR Enrollment

1) The Contractor shall ensure that contracted providers comply with the Drug and Alcohol Treatment Access Report (DATAR) submissions requirements outlined in Exhibit A, Attachment 14, Section 9.C.

2) The Contractor shall attest that each contracted provider is enrolled in DATAR at the time of execution of the provider contract.

10. SMHS: Provider Disclosures

A. The Contractor shall comply with the provisions of 42 C.F.R. sections 455.104, 455.105, 1002.203 and 1002.3, which relate to the provision of information about provider business transactions and provider ownership and control, prior to entering into a contract and during certification or re-certification of the provider.

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11. DMC & SMHS: Termination of a Provider Contract

A. The Contractor shall notify the Department of the termination of any contract with a contracted provider, and the basis for termination, within two business days.

B. The Contractor shall submit the notification using a Secure Managed File Transfer system specified by DHCS.

C. SMHS only: The Contractor shall make a good faith effort to give written notice of the termination to each member who was seen on a regular basis by the terminated provider, as described in Exhibit A, Attachment 11, Section 2.B.

12. SMHS: Provider Member Communications

A. The Contractor shall not prohibit nor otherwise restrict, a licensed, waivered, or registered professional, as defined in Supplement 3 to Attachment 3.1-A, page 2i of the State Plan, or an LPHA, as defined in Exhibit E, Attachment 1, who is acting within the lawful scope of practice, from advising or advocating on behalf of a member for whom the provider is providing mental health and/or SUD services for any of the following:

1) The member's health status, medical care, or treatment options, including any alternative treatment that may be self-administered;

2) Information the member needs in order to decide among all relevant treatment options;

3) The risks, benefits, and consequences of receiving treatment or not receiving treatment; and

4) The member's right to participate in decisions regarding their health care, including the right to refuse treatment, and to express preferences about future treatment decisions. (42 C.F.R. § 438.102(a)(1).)

13. SMHS: Provider Notifications

A. The Contractor shall inform contracted providers, at the time they enter into a contract, about:

1) Member grievance, appeal, and State Hearing procedures and timeframes as specified in 42 C.F.R. sections 438.400 - 438.424.

2) The member's right to file grievances and appeals, orally or in writing, and the requirements and timeframes for filing.

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3) The availability of assistance to the member with filing grievances and appeals.

4) The member's right to give written consent to allow a provider, acting on behalf of the member, to file a grievance or appeal.

5) The member's right to request a State Hearing after the Contractor has made a determination on a member's appeal, which is adverse to the member.

6) The member's right to request continuation of benefits that the Contractor seeks to reduce or terminate during an appeal or State Hearing filing, if filed within the allowable timeframes.

7) Any state-determined provider's appeal rights to challenge the failure of the Contractor to cover a service.

Exhibit A - Attachment 9
[RESERVED]

Exhibit A - Attachment 10
COORDINATION AND CONTINUITY OF CARE

1. SMHS: Coordination of Care

A. The Contractor shall implement procedures to deliver care to and coordinate services for all of its members. (42 C.F.R. § 438.208(b).) These procedures shall meet Department requirements and shall do the following:

1) Ensure that each member has an ongoing source of care appropriate to their needs and a person or entity formally designated as primarily responsible for coordinating the services accessed by the member. The member shall be provided information on how to contact their designated person or entity. (42 C.F.R. § 438.208(b)(1).) Care Coordination can be provided in clinical or non-clinical settings and can be provided in person, by telehealth, or by telephone.

2) Coordinate the services the Contractor furnishes to the member between settings of care and levels of treatment, including appropriate discharge planning for short term and long-term hospital and institutional stays. (42 C.F.R. § 438.208(b)(2)(i).)

a. Through executed memoranda of understanding (MOUs), coordinate the services the Contractor furnishes to the member with the services the member receives from any other managed care organization, in FFS Medicaid, from community and social support providers, and other human services agencies used by its members to foster a member-centered and whole-person approach to wellness. (42 C.F.R. § 438.208(b)(2)(ii)-(iv), 9 C.C.R. § 1810.415.)

b. Regarding discharge planning, coordinate with SMHS and SUD providers to support transitions between levels of care and to recovery resources, as well as appropriate referrals to providers of SMHS, SUD, primary care, or specialty medical services.

c. Coordinate with ancillary services, including individualized connection, referral, and linkages to community-based services and supports including but not limited to educational, social, prevocational, vocational, housing, nutritional, criminal justice, transportation, childcare, child development, family/marriage education, cultural sources, and mutual aid support groups.

3) The Contractor shall share with the Department or other managed care entities serving the member the results of any identification and assessment of that member's needs to prevent duplication of those activities. (42 C.F.R. § 438.208(b)(4).)

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4) Ensure that each contracted provider maintains and shares, as appropriate, a member health record in accordance with professional standards. (42 C.F.R. § 438.208(b)(5).)

5) Ensure that, in the course of coordinating care, each member's privacy is protected in accordance with all federal and state privacy laws, including but not limited to 45 C.F.R. part 160 and 164, subparts A and E, and 42 C.F.R. Part 2, to the extent that such provisions are applicable. (42 C.F.R. § 438.208(b)(6).)

6) [Reserved]

2. DMC & SMHS: Screening and Assessment Period

A. Consistent with the No Wrong Door policies set forth in W&I Code § 14184.402, BHIN 22-011, BHIN 22-065, and any related Department guidance, the Contractor must cover the assessment and any SMHS and/or SUD services provided during the assessment period for any member seeking care.

B. SMHS: As of the effective date identified by DHCS, the Contractor must use DHCS-approved standardized mental health screening tools set forth in DHCS guidance (including standardized screening tools specific for adults and standardized screening tools specific for children and youth) to ensure members seeking mental health services who are not currently receiving covered SMHS or NSMHS are referred to the appropriate delivery system for mental health services, either in the Contractor network or the Managed Care Plan network, in accordance with the No Wrong Door policies set forth in W&I Code § 14184.402(h).

3. DMC & SMHS: Coordination with Managed Care Plans

A. The Contractor shall enter into a Memorandum of Understanding (MOU) with any Medi-Cal managed care plan serving the Contractor's members. The Contractor shall ensure the components of the MOU comply with guidance issued by DHCS regarding MOU requirements. The Contractor shall monitor the effectiveness of its MOU with Medi-Cal managed care plans.

B. Additional requirements: SMHS MOUs only.

1) If a member eligible for SMHS is also eligible for NSMHS during the course of receiving covered SMHS, the Contractor shall continue to cover non-duplicative, Medically Necessary SMHS even if the Member is simultaneously receiving NSMHS.

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COORDINATION AND CONTINUITY OF CARE

2) The Contractor must enter into a Memorandum of Understanding with any Medi-Cal Managed Care Plan that enrolls members receiving SMHS from Contractor to ensure Medically Necessary NSMHS and SMHS provided concurrently are coordinated and non-duplicative.

3) If a member is receiving covered SMHS and is determined to meet the criteria for NSMHS covered by Medi-Cal Fee For Service and Managed Care Plans as defined by W&I Code section 14184.402, the Contractor must use DHCS-approved standardized transition tools set forth in BHIN 22-065, and any other applicable DHCS guidance, as required when members who have established relationships with contracted mental health providers experience a change in condition requiring NSMHS. Likewise, if a member is receiving NSMHS and is determined to meet the access criteria for SMHS as defined by W&I Code section 14184.402, the Contractor must use DHCS-approved standardized transition tools set forth in BHIN 22-065, and any other applicable DHCS guidance as required when members who have established relationships with NSMHS providers experience a change in condition requiring SMHS. The Contractor must continue to cover the provision of medically necessary SMHS provided to a member who meets SMHS access criteria who is concurrently receiving NSMHS when those services are not duplicative and provide coordination of care with the Managed Care Plan.

4) The Contractor must develop and implement written policies and procedures to ensure that members meeting criteria for NSMHS, as indicated by a DHCS-approved standardized transition tool (including standardized transition tools specific for adults and standardized transition tools specific for children and youth), are referred to the Managed Care Plan or a Fee For Service provider offering NSMHS. Likewise, the Contractor must develop and implement written policies and procedures to ensure that members meeting access criteria for SMHS and as indicated by a DHCS-approved standardized transition tools (including standardized transition tools specific for adults and standardized transition tools specific for children and youth) are referred by the Managed Care Plan to the Contractor.

5) The Contractor shall notify the Department in writing if the Contractor is unable to enter into an MOU or if an MOU is terminated, providing a description of the Contractor's good faith efforts to enter into or maintain the MOU. Should a conflict arise

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COORDINATION AND CONTINUITY OF CARE

between the parties to the MOU, the Contractor shall abide by the requirements in BHIN 23-056 and any subsequently issued BHINs that supersede BHIN 23-056. (9 C.C.R. § 1810.370.)

B. [Reserved]

C. Additional Requirements: DMC MOUs only. The MOU shall comply with BHIN 24-016 and any subsequently issued BHINs that supersede BHIN 24-016.

4. SMHS: Transition of Care

A. The Contractor shall implement a transition of care policy that is in accordance with applicable state and federal regulations, MHSUD IN 18-059, BHIN 23-001, and any BHINs issued by the Department for parity in mental health and substance use disorder benefits subsequent to the effective date of this Contract (42 C.F.R. § 438.62(b)(1)-(2).) At a minimum, the Contractor shall provide the transition of care policy to members and potential members in the member handbook and member notices. (See Exhibit A, Attachment 11 Section 1.E.)

Exhibit A - Attachment 11
INFORMATION REQUIREMENTS

1. SMHS: Basic Requirements

A. The Contractor shall provide information in a manner and format that is easily understood and readily accessible to members and potential members. (42 C.F.R. § 438.10(c)(1)). The Contractor shall provide all written materials for members and potential members in easily understood language and format, using a font size no smaller than 12-point. (42 C.F.R. § 438.10(d)(6)(i)-(ii)). Contractor shall make written materials available in alternative formats and through the provision of auxiliary aids and services in an appropriate manner that take into consideration the special needs of members and potential members with disabilities or limited English proficiency (42 C.F.R. § 438.10(d)(6)(iii)). The Contractor shall inform members that information is available in alternate formats and how to access those formats in compliance with 42 C.F.R. § 438.10.

B. The Contractor shall provide the required information in this section to each member when first receiving SMHS and upon request. (CalAIM 1915(b) Waiver, § A, Part IV, Subsection B, Part 1 at p.78; C9 C.C.R. § 1810.360(e)).

C. The Contractor shall operate a website that provides the content required in this section and complies with the requirements in 42 C.F.R. section 438.10.

D. In the information provided to members, the Contractor shall use the Department developed definitions for key managed care terminology as set forth in this Contract (including Exhibit E) and the Department's template member handbook, including: appeal, excluded services, grievance, hospitalization, hospital outpatient care, medically necessary, network and out-of-network provider, physician services, plan, prior authorization, prescription drugs, primary care provider, provider, rehabilitation services, prescription drugs, and urgent care (42 C.F.R. § 438.10(c)(4)(i)).

E. The Contractor shall use Department developed model member handbooks and member notices that describe the transition of care policies for members. (42 C.F.R. §§ 438.10(c)(4)(ii) and 438.62(b)(3)).

F. Member information required in this section may only be provided electronically by the Contractor if all of the following conditions are met:

1) The format is readily accessible;

2) The information is placed in a location on the Contractor's website that is prominent and readily accessible;

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3) The information is provided in an electronic form which can be electronically retained and printed;

4) The information is consistent with the content and language requirements of this Attachment; and

5) The member is informed that the information is available in paper form without charge upon request and Contractor provides it upon request within 5 business days. (42 C.F.R. § 438.10(c)(6)).

G. The Contractor shall have in place mechanisms to help members and potential members understand the requirements and benefits of the plan. (42 C.F.R. § 438.10(c)(7)).

2. SMHS: Information Provided to Members and Potential Members

A. The Contractor shall provide information to members and potential members, either in paper or electronic format, including, at a minimum, all of the following:

1) The basic features of managed care. (42 C.F.R. § 438.10(e)(2)(ii)).

2) The automatic enrollment process. (42 C.F.R. § 438.10(e)(2)(iii)).

3) The service area covered by the Contractor. (42 C.F.R. § 438.10(e)(2)(iv)).

4) Covered benefits, including:

a. Which benefits are provided by the Contractor; and,

b. Which, if any, benefits are provided directly by the State. (42 C.F.R. § 438.10(e)(2)(v)).

5) The provider directory. (42 C.F.R. § 438.10(e)(2)(vi)).

6) Any cost-sharing that will be imposed by the Contractor consistent with the California State Plan § 4.18. (42 C.F.R. § 438.10(e)(2)(vii)).

7) The requirements for the Contractor to provide adequate access to covered services, including the network adequacy standards established in 42 C.F.R. section 438.68. (42 C.F.R. § 438.10(e)(2)(viii)).

8) The Contractor's responsibilities for coordination of care. (42 C.F.R. § 438.10(e)(2)(ix)).

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9) To the extent available, quality and performance indicators for the Contractor, including member satisfaction. (42 C.F.R. § 438.10(e)(2)(x)).

B. The Contractor shall make a good faith effort to give written notice of termination of a contracted provider, to each member who was seen on a regular basis by the terminated provider. The notice to the member shall be provided 30 calendar days prior to the effective date of the termination or 15 calendar days after receipt or issuance of the termination notice, whichever is later. (42 C.F.R. § 438.10(f)(1)).

3. DMC & SMHS: Language and Format

A. Nondiscrimination Requirements, Language Assistance, and Information Access for Individuals with Limited English Proficiency and/or Disabilities (42 C.F.R. § 438.10; W&I Code § 14029.91; Government Code § 11135; 28 C.F.R. §§ 35.160-35.164; 28 C.F.R. § 36.303; 45 C.F.R. §§ 92.101 and 92.202)).

1) The Contractor shall comply with all applicable state and federal requirements regarding nondiscrimination, language assistance, information access, including but not limited to, the Dymally-Alatorre Bilingual Services Act, § 1557 of the Patient Protection and Affordable Care Act, the Americans with Disabilities Act, and § 504 of the Rehabilitation Act.

2) The Department shall use the following methodologies to identify the prevalent non–English languages spoken by members and potential members throughout the State, and in the Contractor's service area:

a. Threshold Standard Language: A population group of mandatory eligible members residing in the Contractor's service area who indicate their primary language as a language other than English, and that meet a numeric threshold of 3,000 or 5% of the eligible member population, whichever is lower; and

b. A population group of mandatory eligible members residing in the Contractor's service area who indicate their primary language as a language other than English and who meet the concentration standards of 1,000 in a single zip code or 1,500 in two contiguous zip codes.

3) Nondiscrimination Notice

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a. The Nondiscrimination Notice must be sent in conjunction with each of the following significant notices sent to members:
    i. Notices of Adverse Benefit Determination.
    ii. Grievance acknowledgement letter.
    iii. Appeal acknowledgement letter.
    iv. Grievance resolution letter.
    v. Notice of Appeal Resolution.
b. The Contractor shall post a Department-approved nondiscrimination notice that informs members, potential members, and the public about nondiscrimination, protected characteristics, and accessibility requirements, and conveys the Contractor's compliance with the requirements.
c. The nondiscrimination notice shall be posted in at least a 12-point font and be included in any documents that are vital or critical to obtaining services and/or benefits, and all other informational notices targeted to members, potential members, and the public. Informational notices include not only documents intended for the public, such as outreach, education, and marketing materials, but also written notices requiring a response from an individual and written notices to an individual such as those pertaining to rights or benefits.
d. The nondiscrimination notice shall also be posted in at least a 12-point font in conspicuous physical locations where the Contractor interacts with the public, and on the Contractor's website in a location that allows any visitor to the website to easily locate the information.
e. The nondiscrimination notice shall include all legally required elements under the applicable subsections of Government Code § 11135.
f. The nondiscrimination notice shall include information on how to file a discrimination grievance with:
    i. The Contractor and the Department's Office of Civil Rights if there is a concern of discrimination based on sex, race, color, religion, ancestry, national origin, ethnic group identification, age, mental disability,

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physical disability, medical condition, genetic information, marital status, gender, gender identity, or sexual orientation.

ii. The United States Department of Health and Human Services Office of Civil Rights if there is a concern of discrimination based on race, color, national origin, sex, age, or disability.

g. The Contractor is not prohibited from posting the nondiscrimination notice in additional publications and communications.

4) Language Assistance Taglines

a. The Language Assistance Taglines must be sent in conjunction with each of the following significant notices sent to members:

i. Notices of Adverse Benefit Determination.

ii. Grievance acknowledgement letter.

iii. Appeal acknowledgement letter.

iv. Grievance resolution letter.

v. Notice of Appeal Resolution.

b. The Contractor shall post Department-approved taglines in a conspicuously visible size (no less than 12-point font), in English and at least the top 18 non-English languages in the State (as determined by the Department), informing members, potential members, and the public of the availability of no-cost language assistance services, including assistance in non-English languages and the provision of free auxiliary aids and services for people with disabilities.

c. Taglines shall be posted in any documents that are vital or critical to obtaining services and/or benefits, conspicuous physical locations where the Contractor interacts with the public, on the Contractor's website in a location that allows any visitor to the website to easily locate the information, and in all member information and other information notice, in accordance with federal and state requirements.

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5) Language Assistance Services

a. Language assistance services shall be provided free of charge, be accurate and timely, and protect the privacy and independence of the limited English proficiency (LEP) individual. There are two primary types of language assistance services: oral and written. LEP individuals are not required to accept language assistance services, although a qualified interpreter may be used to assist in communicating with an LEP individual who has refused language assistance services.

b. The Contractor shall comply with the following oral interpretation requirements:

c. Contractors shall provide oral interpretation services from a qualified interpreter, on a 24-hour basis, at all key points of contact, at no cost to members. Key points of contact refer to common points of access to covered services, including but not limited to the Contractor's member problem resolution process, Contractor-owned or -operated or contract hospitals, and any other central access locations established by the Contractor. Key points of contact may include medical care settings and non-medical care settings.

d. Font shall be provided in all languages and is not limited to threshold or concentration standard languages.

e. Interpretation can take place in-person, through a telephonic interpreter, or internet or video remote interpreting (VRI) services. However, the Contractor is prohibited from using remote audio or VRI services that do not comply with federal quality standards, or relying on unqualified bilingual/multilingual staff, interpreters, or translators. The Contractor should not solely rely on telephone language lines for interpreter services. Rather, telephonic interpreter services should supplement face-to-face interpreter services, which are a more effective means of communication.

f. An interpreter is a person who renders a message spoken in one language into one or more languages. An interpreter shall be qualified and have knowledge in both languages of the relevant terms or concepts particular to the program or activity and the dialect spoken by the LEP individual. In order to be considered a qualified interpreter for an LEP individual,

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the interpreter must: 1) have demonstrated proficiency in speaking and understanding both English and the language spoken by the LEP individual; 2) be able to interpret effectively, accurately, and impartially, both receptively and expressly, to and from the language spoken by the LEP individual and English, using any necessary specialized vocabulary, terminology, and phraseology; and 3) adhere to generally accepted interpreter ethics principles, including client confidentiality.

g. If the Contractor provides a qualified interpreter for an individual with LEP through remote audio interpreting services, the Contractor shall provide real-time audio over a dedicated high-speed, wide-bandwidth video connection or wireless connection that delivers high-quality audio without lags or irregular pauses in communication; a clear, audible transmission of voices; and adequate training to users of the technology and other involved individuals so that they may quickly and efficiently set up and operate the remote interpreting services.

h. The Contractor is prohibited from requiring LEP individuals to provide their own interpreters, or from relying on bilingual/multilingual staff members who do not meet the qualifications of a qualified interpreter. Some bilingual/multilingual staff may be able to communicate effectively in a non-English language when communicating information directly in that language but may not be competent to interpret in and out of English. Bilingual/multilingual staff may be used to communicate directly with LEP individuals only when they have demonstrated to the Contractor that they meet all the qualifications of a qualified interpreter listed above.

i. The Contractor is prohibited from relying on an adult or minor child accompanying an LEP individual to interpret or facilitate communication except when: 1) there is an emergency involving an imminent threat to the safety or welfare of the individual or the public and a qualified interpreter is not immediately available; or, 2) the LEP individual specifically requests that an accompanying adult interpret or facilitate communication, the accompanying adult agrees to provide that assistance, and reliance on that accompanying adult for that assistance is appropriate under

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the circumstances. Prior to using a family member, friend or, in an emergency only, a minor child as an interpreter for an LEP individual, the Contractor shall first inform the individual that they have the right to free interpreter services and second, ensure that the use of such an interpreter will not compromise the effectiveness of services or violate the LEP individual's confidentiality. The Contractor shall also ensure that the LEP individual's refusal of free interpreter services and their request to use family members, friends, or a minor child as an interpreter is documented.

j. The Contractor shall comply with the following written translation requirements:

k. The Contractor shall use a qualified translator when translating written content in paper or electronic form. A qualified translator is a translator who: 1) adheres to generally accepted translator ethics principles, including client confidentiality; 2) has demonstrated proficiency in writing and understanding both written English and the written non-English language(s) in need of translation; and 3) is able to translate effectively, accurately, and impartially to and from such language(s) and English, using any necessary specialized vocabulary, terminology, and phraseology.

l. At a minimum, the Contractor shall provide written translations of member information in the threshold and concentration languages.

6) Effective Communication with Individuals with Disabilities

a. The Contractor shall comply with all applicable requirements of federal and state disability law and take appropriate steps to ensure effective communication with individuals with disabilities.

b. The Contractor shall provide appropriate auxiliary aids and services to persons with impaired sensory, manual, or speaking skills, including the provision of qualified interpreters and written materials in alternative formats, free of charge and in a timely manner, when such aids and services are necessary to ensure that individuals with disabilities have an equal opportunity to participate in, or

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enjoy the benefits of, the Contractor's covered services, programs, and activities.

c. The Contractor shall provide interpretive services and make member information available in the following alternative formats: Braille, audio format, large print (no less than 20-point font), and accessible electronic format (such as a data CD). In determining what types of auxiliary aids and services are necessary, the Contractor shall give "primary consideration" to the individual's request of a particular auxiliary aid or service.

d. Auxiliary aids and services include:

   i. Qualified interpreters on-site or through VRI services; note takers; real-time computer-aided transcription services; written materials; exchange of written notes; telephone handset amplifiers; assistive listening devices; assistive listening systems; telephones compatible with hearing aids; closed caption decoders; open and closed captioning, including real-time captioning; voice, text, and video-based telecommunication products and systems, text telephones (TTYs), videophones, captioned telephones, or equally effective telecommunications devices; videotext displays; accessible information and communication technology; or other effective methods of making aurally delivered information available to individuals who are deaf or hard of hearing.

   ii. Qualified Readers; taped texts; audio recordings; Braille materials and displays; screen reader software; magnification software; optical readers; secondary auditory programs; large print materials (no less than 20-point font); accessible information and communication technology; or other effective methods of making visually delivered materials available to individuals who are blind or have low vision.

e. When providing interpretive services, the Contractor shall use qualified interpreters to interpret for an individual with a disability, whether through a remote interpreting service or an on-site appearance. A qualified interpreter for an individual with a disability is an interpreter who: 1) adheres to

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generally accepted interpreter ethics principals, including client confidentiality; and 2) is able to interpret effectively, accurately, and impartially, both receptively and expressively, using any necessary specialized vocabulary, terminology, and phraseology. For an individual with a disability, qualified interpreters can include, for example, sign language interpreters, oral transliterators (individuals who represent or spell in the characters of another alphabet), and cued language transliterators (individuals who represent or spell by using a small number of handshapes).

f. If a Contractor provides a qualified interpreter for an individual with a disability through VRI services, the Contractor shall provide real-time, full-motion video and audio over a dedicated high-speed, wide-bandwidth video connection or wireless connection that delivers high-quality video images that do not produce lags, choppy, blurry, or grainy images, or irregular pauses in communication; a sharply delineated image that is large enough to display the interpreter's face, arms, hands, and fingers, and the participating individual's face, arms, hands, and fingers, regardless of body position; a clear, audible transmission of voices; and adequate training to users of the technology and other involved individuals so that they may quickly and efficiently set up and operate the VRI.

g. The Contractor shall not require an individual with a disability to provide their own interpreter. The Contractor is also prohibited from relying on an adult or minor child accompanying an individual with a disability to interpret or facilitate communication except when: 1) there is an emergency involving an imminent threat to the safety or welfare of the individual or the public and a qualified interpreter is not immediately available; or, 2) the individual with a disability specifically requests that an accompanying adult interpret or facilitate communication, the accompanying adult agrees to provide that assistance, and reliance on that accompanying adult for that assistance is appropriate under the circumstances. Prior to using a family member, friend, or, in an emergency only, a minor child as an interpreter for an individual with a disability, the Contractor shall first inform the individual that they have the right to free interpreter services and second, ensure that the use of such an

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interpreter will not compromise the effectiveness of services or violate the individual's confidentiality. The Contractor shall ensure that the refusal of free interpreter services and the individual's request to use a family member, friend, or a minor child as an interpreter is documented.

h. The Contractor shall make reasonable modifications to policies, practices, or procedures when such modifications are necessary to avoid discrimination based on disability.

4. DMC & SMHS: Handbook

A. The Contractor shall offer members a physical copy of the handbook and provider directory when the member first accesses services and thereafter upon request, and shall ensure that members receive a link to the online versions of these member materials. (9 C.C.R. § 1810.360(e); BHIN 23-048.)

B. The Contractor shall ensure that the handbook includes the current toll-free telephone number for the integrated 24/7 access line described in Exhibit A, Attachment 7, Section 8.. (42 C.F.R. § 438.10(g)(2)(xiv)).

C. The member handbook shall include information that enables the member to understand how to effectively use the managed care program. This information shall include, at a minimum:

1) Benefits provided by the Contractor. (42 C.F.R. § 438.10(g)(2)(i)).

2) How and where to access any benefits provided by the Contractor, including any cost sharing, and how transportation is provided. (42 C.F.R. § 438.10(g)(2)(ii)).

a. The amount, duration, and scope of benefits available under the Contract in sufficient detail to ensure that members understand the benefits to which they are entitled. (42 C.F.R. § 438.10(g)(2)(iii)).

b. Procedures for obtaining benefits, including any requirements for service authorizations and/or referrals for specialty care and for other benefits not furnished by the member's provider. (42 C.F.R. § 438.10(g)(2)(iv)).

c. Any restrictions on the member's freedom of choice among network providers. (42 C.F.R. § 438.10(g)(2)(vi)).

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d. The extent to which, and how, members may obtain benefits from out-of-network providers. (42 C.F.R. § 438.10(g)(2)(vii)).

e. Cost sharing, if any, consistent with the California State Plan § 4.18. (42 C.F.R. § 438.10(g)(2)(viii)).

f. Member rights and responsibilities, including the elements specified in 42 C.F.R. 438.100 as specified in Section 7 of this Attachment. (42 C.F.R. § 438.10(g)(2)(ix)).

g. The process of selecting and changing the member's provider. (42 C.F.R. § 438.10(g)(2)(x)).

h. Grievance, appeal, and State Hearing procedures and timeframes, consistent with 42 C.F.R. sections 438.400 through 438.424, in a state-developed or state-approved description. Such information shall include:

   i. The right to file grievances and appeals;

   ii. The Contractor shall include information on filing a Discrimination Grievance with the Contractor, the Department's Office of Civil Rights and the U.S. Health and Human Services Office for Civil Rights, and shall specifically include information stating that the Contractor complies with all state and federal civil rights laws. If a member believes they have been unlawfully discriminated against, they have the right to file a Discrimination Grievance with the Contractor, the Department's Office of Civil Rights, and the United States Department of Health and Human Services, Office for Civil Rights;

   iii. The requirements and timeframes for filing a grievance or appeal;

   iv. The availability of assistance in the filing process;

   v. The right to request a State Hearing after the Contractor has made a determination on a member's appeal which is adverse to the member;

   vi. The fact that, when requested by the member, benefits that the Contractor seeks to reduce or terminate will continue if the member files an appeal or a request for State Hearing within the timeframes

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specified for filing, and that the member may, consistent with state policy, be required to pay the cost of services furnished while the appeal or State Hearing is pending if the final decision is adverse to the member. (42 C.F.R. § 438.10(g)(2)(xi)).

i. How to exercise an advance directive, as set forth in 42 C.F.R. section 438.3(j). (42 C.F.R. § 438.10(g)(2)(xii)).

j. How to access auxiliary aids and services, including additional information in in alternative formats or languages. (42 C.F.R. § 438.10(g)(2)(xiii)).

k. The Contractor's toll-free telephone number for member services, medical management, and any other unit providing services directly to members. (42 C.F.R. § 438.10(g)(2)(xiv)).

l. Information on how to report suspected fraud or abuse. (42 C.F.R. § 438.10(g)(2)(xv)).

m. Additional information that is available upon request, includes the following:

i. Information on the structure and operation of the Contractor.

ii. Physician incentive plans as set forth in 42 C.F.R. section 438.3(i). (42 C.F.R. § 438.10(f)(3)).

D. The Contractor shall give each member notice of any significant change, as defined by the Department, to information in the handbook at least 30 days before the intended effective date of the change. (42 C.F.R. § 438.10(g)(4)).

E. Consistent with 42 C.F.R. section 438.10(g)(3) the handbook will be considered provided if the Contractor:

1) Mails a printed copy of the information to the member's mailing address;

2) Provides the information by email after obtaining the member's agreement to receive the information by email;

3) Posts the information on the Contractor's website and advises the member in paper or electronic form that the information is available on the internet and includes the applicable internet addresses,

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provided that members with disabilities who cannot access this information online are provided auxiliary aids and services upon request at no cost; or,

4) Provides the information by any other method that can reasonably be expected to result in the member receiving that information.

5. DMC & SMHS: Provider Directory

A. The Contractor must follow the Department's provider directory policy, as described in MHSUDS IN 18-020, BHIN 22-070, and any subsequently issued BHINs that supersede these guidance documents.

B. The Contractor shall offer members a provider directory that includes information on providers of both SMHS and SUD services. The Contractor shall make provider directories available in electronic and paper form upon request, and maintain a publicly accessible standards-based Provider Directory API as described in 42 C.F.R. § 431.70 and BHIN 22-068 and any subsequently issued BHINs that supersede BHIN 22-068 or BHIN 22-070 as applicable, and meet the same technical standards of the Patient Access API and ensure that the provider directories include the following information for all providers who receive Medicaid funding to order, refer, or render covered services under this Contract including all network providers, and each licensed, waivered, or registered mental health or SUD provider employed by the Contractor, each provider organization, including a hospital or pharmacy, or individual practitioner contracting with the Contractor, and each licensed, waivered, or registered mental health or SUD provider employed by a provider organization to deliver Medi-Cal services (BHINs 22-068 and 22-070; 42 C.F.R. section 438.10(h)(1)):

1) Information on the services and benefits available, including specialty (as applicable).

2) The names, medical group/foundation, independent physician/provider associations, and any group affiliations, street addresses, telephone numbers, specialty, email address(es), as appropriate, and website URLs of current contracted providers by category.

3) The provider's cultural and linguistic capabilities, including languages (including ASL) offered by the provider or a skilled medical interpreter at the provider's office.

4) Whether providers' offices/facilities have accommodations for people with physical disabilities, including offices, exam room(s) and equipment.

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5) A means to identify which providers are accepting new members.

6) Type of practitioner as appropriate.

7) National Provider Identifier number.

8) California License number and type of license.

9) Whether the provider has completed cultural competence training.

10) Hours and days when each service location is open, including the availability of evening and/or weekend hours.

C. Information included in a paper provider directory shall be updated at least monthly and electronic provider directories and Provider Directory API shall be updated no later than 30 calendar days after the Contractor receives updated provider information. The Contractor shall ensure processes are in place to allow providers to promptly verify or submit changes to the information required to be in the directory. (42 C.F.R. § 438.10(h)(3); 42 CFR § 431.70; BHIN 22-068.)

D. Provider directories shall be made available on the Contractor's website in a machine-readable file and format as specified by the Secretary. (42 C.F.R. § 438.10(h)(4)).

E. The provider directory shall include a statement that affirms a DMC county member's right to obtain covered services from any enrolled and DMC certified provider, even if that provider is not listed in the provider directory.

6. SMHS: Advance Directives

A. For purposes of this Contract, advance directives means a written instruction, such as a living will or durable power of attorney for health care, recognized under California law, relating to the provision of health care when the individual is incapacitated. (42 C.F.R. § 489.100).

B. The Contractor shall maintain written policies and procedures on advance directives, which include a description of applicable California law. (42 C.F.R. §§ 438.3(j)(1) and (3), and 422.128). Any written materials prepared by the Contractor for members shall be updated to reflect changes in state laws governing advance directives as soon as possible, but no later than 90 days after the effective date of the change. (42 C.F.R. § 438.3(j)(4)).

C. The Contractor shall provide adult members with the written information on advance directives. (42 C.F.R. § 438.3(j)(3)).

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D. The Contractor shall not condition the provision of care or otherwise discriminate against an individual based on whether or not the individual has executed an advance directive. (42 C.F.R. §§ 422.128(b)(1)(ii)(F), and 438.3(j)).

E. The Contractor shall educate staff concerning its policies and procedures on advance directives. (42 C.F.R. §§ 422.128(b)(1)(ii)(H), and 438.3(j)(1)).

7. SMHS: Member Rights

A. The parties to this Contract shall comply with applicable laws and regulations relating to patients' rights, including but not limited to W&I Code section 5325, 9 C.C.R. sections 862 through 868, and 42 C.F.R. section 438.100. The Contractor shall ensure that its subcontractors and contracted providers comply with all applicable patients' rights laws and regulations.

B. The Contractor shall have written policies regarding the member rights specified in this section and ensure that its staff, subcontractors, and contracted providers take those rights into account when providing services, including the right to:

1) Receive information in accordance with 42 C.F.R. section 438.10. (42 C.F.R. § 438.100(b)(2)(i)).

2) Be treated with respect and with due consideration for their dignity and privacy. (42 C.F.R. § 438.100(b)(2)(ii)).

3) Receive information on available treatment options and alternatives, presented in a manner appropriate to the member's condition and ability to understand. (42 C.F.R. § 438.100(b)(2)(iii)).

4) Participate in decisions regarding their health care, including the right to refuse treatment. (42 C.F.R. § 438.100(b)(2)(iv)).

5) Be free from any form of restraint or seclusion used as a means of coercion, discipline, convenience, or retaliation. (42 C.F.R. § 438.100(b)(2)(v)).

6) Request and receive a copy of their medical records, and to request that they be amended or corrected. (42 C.F.R. § 438.100(b)(2)(vi); 45 C.F.R. §§ 164.524, and 164.526).

7) Be furnished services in accordance with 42 C.F.R. sections 438.206 through 438.210. (42 C.F.R. § 438.100(b)(3)).

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8) Freely exercise their rights without adversely affecting the way the Contractor, subcontractor, or contracted provider treats the member. (42 C.F.R. § 438.100(c)).

8. [Reserved]

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MEMBER PROBLEM RESOLUTION

1. General Provisions

A. The Contractor shall have a grievance and appeal system in place for members. (42 C.F.R. §§ 438.228(a), 438.402(a); 9 C.C.R. § 1850.205; BHIN 22-070.) The grievance and appeal system shall be implemented to handle appeals of adverse benefit determinations and grievances and shall include processes to collect and track information about them. The Contractor's member problem resolution processes shall include:

1) A grievance process;

2) An appeal process; and,

3) An expedited appeal process. (42 C.F.R. § 438.228(a); 9 C.C.R. § 1850.205(b); BHIN 22-070.)

B. For the grievance, appeal, and expedited appeal processes, the Contractor shall comply with the following requirements:

1) The Contractor shall ensure that each member has adequate information about the Contractor's problem resolution processes by taking at least the following actions:

a. Including information describing the grievance, appeal, and expedited appeal processes in the Contractor's member handbook and providing the member handbook to members as described in Exhibit A, Attachment 11, Section 4 of this Contract. (9 C.C.R. § 1850.205(c)(1)(A); 42 C.F.R. § 438.10(g).)

b. At all contracted provider sites, other than out-of-network providers:

i. Posting notices explaining grievance, appeal, and expedited appeal process procedures in locations at all Contractor provider sites. Notices shall be sufficient to ensure that the information is readily available to both members and provider staff. The posted notice shall also explain the availability of State Hearings after the exhaustion of an appeal or expedited appeal process, including information that a State Hearing may be requested whether or not the member has received a notice of adverse benefit determination. (9 C.C.R. §§ 1850.205(c)(1)(B) and 1850.210; BHIN 22-070.)

ii. Make available forms that may be used to file grievances, appeals, and expedited appeals and self-addressed

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envelopes that members can access, without having to make a verbal or written request to anyone. (9 C.C.R. § 1850.205(c)(1)(C); BHIN 22-070.)

c. Give members any reasonable assistance in completing the forms and other procedural steps related to a grievance or appeal. This includes, but is not limited to, providing interpreter services, auxiliary aids and services upon request, and toll-free numbers with TTY/TDD and interpreter capability. (42 C.F.R. §§ 438.406(a), 438.228(a); BHIN 22-070.)

2) The Contractor shall allow members to file grievances and request appeals. (42 C.F.R. § 438.402(c)(1); BHIN 22-070.) The Contractor shall have only one level of appeal for members. (42 C.F.R. § 438.402(b); 42 C.F.R. § 438.228(a); BHIN 22-070.)

3) A member may request a State Hearing after receiving notice under 438.408 that the adverse benefit determination is upheld. (42 C.F.R. § 438.402(c)(1); 42 C.F.R. § 438.408(f).)

4) The Contractor shall adhere to the notice and timing requirements in §438.408. If the Contractor fails to adhere to these notice and timing requirements, the member is deemed to have exhausted the Contractor's appeals process and may initiate a State Hearing. (42 C.F.R. §§ 438.402(c)(1)(i)(A), 438.408(c)(3); BHIN 22-070.)

5) The Contractor shall acknowledge receipt of each grievance, appeal, and request for expedited appeal of adverse benefit determinations to the member, in writing, within five calendar days. (42 C.F.R. § 438.406(b)(1); 42 C.F.R. § 438.228(a); 9 C.C.R. § 1850.205(d)(4); BHIN 22-070.) Provided, however, that grievances received over the telephone or in-person by the Contractor or a contracted provider that are resolved to the member's satisfaction by the close of the next business day following receipt are exempt from the requirement to send a written acknowledgment.

6) The Contractor shall allow a provider, or authorized representative, acting on behalf of the member and with the member's written consent to request an appeal or expedited appeal, file a grievance, or request a State Hearing, with the exception that providers cannot request continuation of benefits. (42 C.F.R. § 438.402(c)(1)(i)-(ii); 9 C.C.R. § 1850.205(c)(2); BHIN 22-070.)

7) [Reserved]

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8) At the member's request, the Contractor shall identify staff or another individual, such as a legal guardian, to be responsible for assisting a member with these processes, including providing assistance in writing the grievance, appeal, or expedited appeal. If the individual identified by the Contractor is the person providing SMHS or SUD services to the member requesting assistance, the Contractor shall identify another individual to assist that member. (9 C.C.R. § 1850.205(c)(4).) Assistance includes, but is not limited to, auxiliary aids and services upon request, such as providing interpreter services and toll-free numbers with TTY/TDD and interpreter capability. (42 C.F.R. § 438.406(a); BHIN 22-070.)

9) The Contractor shall not subject a member to discrimination or any other penalty for filing a grievance, appeal, or expedited appeal. (9 C.C.R. § 1850.205(c)(5); 42 C.F.R. § 438.100(c); BHIN 22-070.)

10) The Contractor's procedures for the member problem resolution processes shall maintain the confidentiality of each member's information, including compliance with HIPAA and other applicable federal and state laws. (9 C.C.R. § 1850.205(c)(6).)

11) The Contractor shall include a procedure to transmit issues identified as a result of the grievance, appeal or expedited appeal processes to the Contractor's Quality Improvement Committee, the Contractor's administration or another appropriate body within the Contractor's operations. The Contractor shall consider these issues in the Contractor's Quality Improvement Program, as required by 9 C.C.R. § 1810.440(a)(5). (9 C.C.R. § 1850.205(c)(7); BHIN 22-070.)

12) The Contractor shall ensure that decision makers on grievances and appeals of adverse benefit determinations were not involved in any previous level of review or decision-making and were not subordinates of any individual who was involved in a previous level of review or decision-making. (42 C.F.R. § 438.406(b)(2)(i); 42 C.F.R. § 438.228(a); BHIN 22-070.)

13) The Contractor shall ensure that individuals making decisions on grievances and appeals have the appropriate clinical expertise, as determined by the Department, in treating the member's condition or disease, if the decision involves an appeal based on a denial of medical necessity, a grievance regarding denial of a request for an expedited appeal, or if the grievance or appeal involves clinical issues.(42 C.F.R. § 438.406(b)(2)(ii)(A)-(C); 42 C.F.R. § 438.228(a); BHIN 22-070.)

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14) The Contractor shall provide the member a reasonable opportunity, in person and in writing, to present evidence and testimony and make legal and factual arguments. The Contractor must inform the member of the limited time available for this sufficiently in advance of the resolution timeframe for appeals specified in § 438.408(b) and (c) in the case of expedited resolution. (42 C.F.R. § 438.406(b)(4); BHIN 22-070.)

15) The Contractor shall ensure that decision makers on grievances and appeals of adverse benefit determinations take into account all comments, documents, records, and other information submitted by the member or member's representative, without regard to whether such information was submitted or considered in the initial adverse benefit determination. (42 C.F.R. § 438.406(b)(2)(iii); 42 C.F.R. § 438.228(a); BHIN 22-070.)

16) The Contractor shall provide the member and their representative the member's case file, including medical records, other documents and records, and any new or additional evidence considered, relied upon, or generated by the Contractor (or at the direction of the Contractor) in connection with the appeal of the adverse benefit determination. (42 C.F.R. § 438.406(b)(5); BHIN 22-070.)

17) The Contractor shall provide the member and their representative the member's case file free of charge and sufficiently in advance of the resolution timeframe for standard and expedited appeal resolutions. (42 C.F.R. § 438.406(b)(5); BHIN 22-070.)

18) The Contractor shall treat oral inquiries seeking to appeal an adverse benefit determination as appeals (to establish the earliest possible filing date for the appeal) and must confirm these oral inquiries in writing, unless the member or the provider requests expedited resolution. (42 C.F.R. § 438.406(b)(3); BHIN 22-070.)

19) The Contractor's member problem resolution process shall not replace or conflict with the duties of county patient's rights advocates. (W&I Code § 5520.)

2. Handling of Grievances and Appeals

The Contractor shall adhere to the following record keeping, monitoring, and review requirements:

A. Maintain a grievance and appeal log and record grievances, appeals, and expedited appeals in the log within one working day of the date of receipt of the grievance, appeal, or expedited appeal. (42 C.F.R. § 438.416(a); 9

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C.C.R. § 1850.205(d)(1); BHIN 22-070.) Each record shall include, but not be limited to: a general description of the reason for the appeal or grievance the date received, the date of each review or review meeting, resolution information for each level of the appeal or grievance, if applicable, and the date of resolution at each level, if applicable, and the name of the covered person whom the appeal or grievance was filed. (42 C.F.R. § 438.416(b)(1)-(6); BHIN 22-070.)

B. Record in the grievance and appeal log or another central location determined by the Contractor, the final dispositions of grievances, appeals, and expedited appeals, including the date the decision is sent to the member. If there has not been final disposition of the grievance, appeal, or expedited appeal, the reason(s) shall be included in the log. (9 C.C.R. § 1850.205(d)(2).)

C. Provide a staff person or other individual with responsibility to provide information requested by the member or the member's representative regarding the status of the member's grievance, appeal, or expedited appeal. (9 C.C.R. 9, § 1850.205(d)(3).)

D. Identify in its grievance, appeal, and expedited appeal documentation, the roles and responsibilities of the Contractor, the provider, and the member. (9 C.C.R. 9, § 1850.205(d)(5).)

E. Provide notice, in writing, to any provider identified by the member or involved in the grievance, appeal, or expedited appeal of the final disposition of the member's grievance, appeal, or expedited appeal. (9 C.C.R. § 1850.205(d)(6).)

F. Maintain records in the grievance and appeal log accurately and in a manner accessible to the Department and available upon request to CMS. (42 C.F.R. § 438.416(c).)

3. Grievance Process

The Contractor's grievance process shall, at a minimum:

A. Allow members to file a grievance either orally, or in writing at any time with the Contractor. (42 C.F.R. § 438.402(c)(2)(i) and (c)(3)(i); BHIN 22-070.)

B. The Contractor shall provide to the member written acknowledgement of receipt of the grievance. The acknowledgment letter shall include the date of receipt, as well as the name, telephone number, and address of the Plan representative who the member may contact about the grievance. The written acknowledgement to the member must be postmarked within five calendar days of receipt of the grievance. Grievances received over

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the telephone or in-person by the Contractor or a contracted provider that are resolved to the member's satisfaction by the close of the next business day following receipt are exempt from the requirement to send a written notification of resolution using the Written Notification of Grievance Resolution form.

C. Resolve each grievance as expeditiously as the member's health condition requires not to exceed 30 calendar days from the day the Contractor receives the grievance. (42 C.F.R. § 438.408(a)-(b)(1).)

D. [Reserved]

E. Provide written notification to the member or the appropriate representative of the resolution of a grievance and documentation of the notification or efforts to notify the member, if they could not be contacted. (9 C.C.R. § 1850.206(c); BHIN 22-070.)

F. Notify the member of the resolution of a grievance in a format and language that meets applicable notification standards. (42 C.F.R. § 438.408(d)(1); 42 C.F.R. § 438.10; BHIN 22-070.)

4. Discrimination Grievances

A. For Discrimination Grievances:

1) The Contractor shall designate a Discrimination Grievance Coordinator who is responsible for ensuring compliance with federal and state nondiscrimination requirements, and investigating Discrimination Grievances related to any action that would be prohibited by, or out of compliance with, federal or state nondiscrimination law. (W&I Code § 14727(a)(4); 45 C.F.R. § 84.7; 28 C.F.R. § 35.107; see 42 U.S.C. § 18116(a); California's Medicaid State Plan, Section 7, Attachments 7.2-A and 7.2-B; BHIN 22-070.) The Discrimination Grievance Coordinator shall be available to:

a. Answer questions and provide appropriate assistance to the Contractor staff and members regarding the Contractor's state and federal nondiscrimination legal obligations.

b. Advise the Contractor about nondiscrimination best practices and accommodating persons with disabilities.

c. Investigate and process any Americans with Disabilities Act, § 504 of the Rehabilitation Act, § 1557 of the Affordable Care Act, and/or California Government Code § 11135 grievances received by the Contractor.

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2) The Contractor shall adopt procedures to ensure the prompt and equitable resolution of discrimination-related complaints. (W&I Code § 14727(a)(4); 45 C.F.R. § 84.7; 28 C.F.R. § 35.107; see 42 U.S.C. § 18116(a); California's Medicaid State Plan, Section 7, Attachments 7.2-A and 7.2-B; BHIN 22-070.) The Contractor shall not require a member to file a Discrimination Grievance with the Contractor before filing the complaint directly with the DHCS Office of Civil Rights and the U.S. Health and Human Services Office for Civil Rights.

3) Within ten calendar days of mailing a Discrimination Grievance resolution letter to a member, the Contractor must submit, in a secure format, the following information regarding the complaint to the DHCS Office of Civil Rights' designated Discrimination Grievance email box (DHCS.DiscriminationGrievances@dhcs.ca.gov). (California Medicaid State Plan, Section 7, Attachments 7.2-A and 7.2-B; BHIN 22-070):

   a. The original complaint.

   b. The provider's or other accused party's response to the complaint.

   c. Contact information for the personnel primarily responsible for investigating and responding to the complaint on behalf of the Contractor.

   d. Contact information for the member filing the complaint, and for the provider or other accused party that is the subject of the complaint.

   e. All correspondence with the member regarding the complaint, including, but not limited to, the Discrimination Grievance acknowledgment letter and resolution letter(s) sent to the member.

   f. The results of the Contractor's investigation, copies of any corrective action taken, and any other information that is relevant to the allegation(s) of discrimination.

5. Appeals Process

A. The Contractor's appeal process shall, at a minimum:

1) Allow a member, or a provider or authorized representative acting on the member's behalf, to file an appeal orally or in writing. (42

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C.F.R. § 438.402(c)(3)(ii); BHIN 22-070.) The member may file an appeal within 60 calendar days from the date on the adverse benefit determination notice (42 C.F.R. § 438.402(c)(2)(ii); BHIN 22-070.);

2) The Contractor shall ensure that oral inquiries seeking to appeal an adverse benefit determination are treated as appeals. The date the Contractor receives the oral appeal shall be considered the filing date for the purpose of applying the appeal timeframes (42 C.F.R. § 438.406(b)(3).);

3) Resolve each appeal and provide notice, as expeditiously as the member's health condition requires, within 30 calendar days from the day the Contractor receives the appeal. (42 C.F.R. § 438.408(a) and (b)(2); BHIN 22-070.)

4) [Reserved]

5) Allow the member, their representative, or the legal representative of a deceased member's estate, to be included as parties to the appeal. (42 C.F.R. § 438.406(b)(6); BHIN 22-070.)

B. The Contractor shall notify the member, and/or their representative, of the resolution of the appeal in writing in a format and language that, at a minimum, meets applicable notification standards. (42 C.F.R. §§ 438.408(d)(2)(i), 438.408(e), 438.10; MHSUD IN 18-010E; BHIN 22-070.) The notice shall contain the following:

1) The results of the appeal resolution process (42 C.F.R. § 438.408(e)(1).);

2) The date that the appeal decision was made (42 C.F.R. § 438.408(e)(1).);

3) If the appeal is not resolved wholly in favor of the member, the notice shall also contain:

a. Information regarding the member's right to a State Hearing and the procedure for requesting a State Hearing, if the member has not already requested a State Hearing on the issue involved in the appeal; (42 C.F.R. § 438.408(e)(2)(i).) and

b. Information on the member's right to continue to receive benefits while the State Hearing is pending and how to request the continuation of benefits; (42 C.F.R. § 438.408(e)(2)(ii).)

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6. Expedited Appeal Process

A. "Expedited Appeal" is an appeal used when the Contractor (for a request from the member) or the provider indicates (in making the request on the member's behalf or supporting the member's request) that taking the time for a standard resolution could seriously jeopardize the member's life, physical or mental health, or ability to attain, maintain, or regain maximum function. (42 C.F.R. § 438.410; BHIN 22-070.)

B. The Contractor's expedited appeal process shall, at a minimum:

1) Be used when the Contractor determines or the member and/or the member's provider certifies that taking the time for a standard appeal resolution could seriously jeopardize the member's life, physical or mental health or ability to attain, maintain, or regain maximum function. (42 C.F.R. § 438.410(a).)

2) Allow the member to file the request for an expedited appeal orally without requiring the member to submit a subsequent written, signed appeal. (42 C.F.R. § 438.402(c)(3)(ii).)

3) Ensure that punitive action is not taken against a provider who requests an expedited resolution or supports a member's expedited appeal. (42 C.F.R. § 438.410(b).)

4) [Reserved]

5) Resolve an expedited appeal as expeditiously as the member's health condition requires and no later than 72 hours after the day Contractor receives the appeal. (42 C.F.R. § 438.408(b)(3); BHIN 22-070.)

6) Provide a member with a written notice of the expedited appeal disposition and make reasonable efforts to provide oral notice to the member and/or their representative. The written notice shall meet the requirements of 9 C.C.R. section 1850.207(h) and Exhibit A Attachment 12 Section 5.B. (42 C.F.R. § 438.408(d)(2); 9 C.C.R. § 1850.207(h); BHIN 22-070.)

7) If the Contractor denies a request for an expedited appeal resolution, the Contractor shall:

a. Transfer the expedited appeal request to the timeframe for standard resolution of no longer than 30 calendar days from the day the Contractor receives the appeal, as set forth above. (42 C.F.R. § 438.410(c)(1); BHIN 22-070.)

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b. Make reasonable efforts to give the member and their representative prompt oral notice of the denial of the request for an expedited appeal. Provide written notice of the decision and reason for the decision within two calendar days of the date of the denial, and inform the member of the right to file a grievance if they disagree with the decision. (42 C.F.R. § 438.410(c)(2); 42 C.F.R. § 438.408(c)(2).) The written notice of the denial of the request for an expedited appeal is not a Notice of Adverse Benefit Determination. (9 C.C.R. § 1810.230.5.)

7. Contractor Obligations Related to State Hearing

"State Hearing" means the hearing provided by the State to members pursuant to 22 C.C.R. §§ 50951 and 50953, and9 C.C.R. § 1810.216.6:

A. If a member requests a State Hearing, the Department shall grant the request. (42 C.F.R. § 431.220(a)(5).) The right to a State Hearing, how to obtain a hearing, and representation rules at a hearing must be explained to the member and provider by the Contractor in its notice of decision or Notice of Adverse Benefit Determination. (42 C.F.R. § 431.206(b); 42 C.F.R. § 431.228(b).) Members and providers shall also be informed of the following:

1) In general, a member may request a State Hearing only after receiving notice that the Contractor is upholding the adverse benefit determination. (42 C.F.R. § 438.408(f)(1).)

2) If the Contractor fails to adhere to notice and timing requirements under 42 C.F.R. section 438.408, the member is deemed to have exhausted the Contractor's appeals process, and the member may initiate a State Hearing. (42 C.F.R § 438.408(f)(1)(i); 42 C.F.R. § 438.402(c)(1)(i)(A); BHIN 22-070.)

3) The member, or a provider or authorized representative with the member's written consent, may request a State Hearing. (42 C.F.R. § 438.402(c)(1)(ii).)

B. The Contractor shall represent the Contractor's position in hearings, as defined in 42 C.F.R. section 438.408 dealing with members' appeals of denials, modifications, deferrals or terminations of covered services, as applicable.

C. The Contractor shall carry out the final decisions of the hearing process with respect to issues within the scope of the Contractor's responsibilities under this Contract.

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D. Nothing in this section is intended to prevent the Contractor from pursuing any options available for appealing a hearing decision.

8. Expedited Hearing

"Expedited Hearing" means a hearing provided by the State, used when the Contractor determines, or the member or the member's provider certifies that following the 90 day timeframe for a State Hearing as established in 42 C.F.R. section 431.244(f)(1) would seriously jeopardize the member's life, health, or ability to attain, maintain, or regain maximum function. (42 C.F.R. § 431.244(f)(1); 42 C.F.R. § 438.410(a); 9 C.C.R. § 1810.216.4.)

9. Continuation of Services During Appeal; Effectuation of Decision from Appeal or State Hearing

A. Notwithstanding Title 9 C.C.R. section 1850.215, Contractor must automatically continue providing the disputed services to the member while the appeal and State Hearing are pending if all of the following conditions are met:

1) The member filed their appeal within the required timeframes set forth in 42 C.F.R. section 438.420;

2) The appeal involves the termination, suspension, or reduction of previously authorized Covered Services;

3) The disputed services were ordered by the member's provider; and

4) The period covered by the original authorization has not expired.

B. Services provided to a member while an appeal or State Hearing is pending must continue until one of the following occur: (42 C.F.R. §§ 438.420(c)(1)-(3), 438.408(d)(2)):

1) The member withdraws their request for an appeal or a State Hearing;

2) The member fails to request a State Hearing and continuation of disputed services within ten calendar days of when the NOABD was sent; or

3) The final State Hearing decision is adverse to the member.

C. Contractor must pay for disputed services if the member received the disputed services while the appeal or State Hearing was pending. (42 C.F.R. § 438.420(d)). Contractor must ensure the member is not billed for services provided while the appeal or State Hearing is pending even if the State Hearing finds the disputed services were not medically necessary.

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D. The Contractor shall authorize or provide the disputed services promptly, and as expeditiously as the member's health condition requires, but no later than 72 hours from the date the Contractor receives notice reversing the determination if the services were not furnished while the appeal or State Hearing was pending and if the Contractor or State Hearing officer reverses a decision to deny, limit, or delay services. (42 C.F.R. § 438.424(a).)

10. Provision of Notice of Adverse Benefit Determination

A. The Contractor shall notify the requesting provider within 24 hours, and give the member written notice as specified below, of any decision to deny a service authorization request, or to authorize a service in an amount, duration, or scope that is less than requested. (42 C.F.R. § 438.210(c); 42 C.F.R. § 438.404; BHIN 22-070.) The Contractor shall provide a member with a Notice of Adverse Benefit Determination (NOABD) under the circumstances defined in 42 C.F.R. § 438.400 under Adverse Benefit Determination.

B. The Contractor shall give members timely and adequate notice of an adverse benefit determination in writing and shall meet the language and format requirements of 42 Code of Federal Regulations part 438.10. (42 C.F.R. § 438.404(a); 42 C.F.R. § 438.10; BHIN 22-070.) The NOABD shall contain the items specified in 42 Code of Federal Regulations part 438.404 (b) and Cal. Code Regs., tit. 9, § 1850.212, and shall comply with the parameters specified below, regardless of whether the NOABD pertains to SMHS or DMC services.

1) When the denial or modification involves a request from a provider for continued Contractor payment authorization of a service or when the Contractor reduces or terminates a previously approved Contractor payment authorization, notice shall be provided in accordance with 22 C.C.R. § 51014.1. (9 C.C.R. § 1850.210(a)(1).)

2) A NOABD is not required when a denial is a non-binding verbal description to a provider of the services that may be approved by the Contractor. (9 C.C.R. § 1850.210(a)(2).)

3) Except as provided below, a NOABD is not required when the denial or modification is a denial or modification of a request for the Contractor payment authorization for a service that has already been provided to the member. (9 C.C.R. § 1850.210(a)(4).)

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4) A NOABD is required when the Contractor denies or modifies a payment authorization request from a provider for a service that has already been provided to the member when the denial or modification is a result of post-service, prepayment determination by the Contractor that the service was not medically necessary or otherwise was not a service covered by the Contractor. (9 C.C.R. § 1850.210(b).)

5) The Contractor shall deny the Contractor payment authorization request and provide the member with a NOABD when the Contractor does not have sufficient information to approve or modify, or deny on the merits, a Contractor payment authorization request from a provider within the timeframes required by 9 C.C.R. Sections 1820.220 or 1830.215. (9 C.C.R. § 1850.210(c).)

6) [Reserved]

7) The Contractor shall provide a member with a NOABD when the Contractor or its providers determine that the criteria for access to services have not been met and that the member is not entitled to any SMHS or SUD services from the Contractor. The NOABD shall, at the election of the Contractor, be hand-delivered to the member on the date of the Adverse Benefit Determination or mailed to the member in accordance with 9 C.C.R. section 1850.210(f)(1), and shall specify the information contained in 9 C.C.R. section 1850.212(b). (9 C.C.R. § 1850.210(g).)

8) For the purpose of this Attachment, each reference to a Medi-Cal managed care plan in 22 C.C.R. section 51014.1, shall mean the Contractor. (9 C.C.R. § 1850.210(h).)

9) For the purposes of this Attachment, "medical service", as used in 22 C.C.R. section 51014.1, shall mean SMHS or DMC services that are subject to prior authorization by a Contractor pursuant to 9 C.C.R. sections 1820.100 and 1830.100. (9 C.C.R. § 1850.210(i).)

C. The Contractor shall retain copies of all Notices of Adverse Benefit Determination issued to members under this Section in a centralized file accessible to the Department. The Department shall engage in random reviews of the Contractor and its contracted providers and subcontractors to ensure that they are notifying members in a timely manner (9 C.C.R. § 1850.210(j).)

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D. The Contractor shall allow the State to engage in reviews of the Contractor's records pertaining to Notices of Adverse Benefit Determination so the Department may ensure that the Contractor is notifying members in a timely manner.

11. Contents and Timing of NOABD

A. The Contractor shall include the following information in the NOABD, regardless of whether the NOABD pertains to SMHS or DMC services (BHIN 22-070):

1) The adverse benefit determination the Contractor has made or intends to make; (42 C.F.R. § 438.404(b)(1).)

2) The reason for the adverse benefit determination, including the right of the member to be provided upon request and free of charge, reasonable access to and copies of all documents, records, and other information relevant to the member's adverse benefit determination. Such information includes criteria to access SMHS and/or SUD services, and any processes, strategies, or evidentiary standards used in setting coverage limits; (42 C.F.R. § 438.404(b)(2).)

3) Citations to the regulations or Contractor payment authorization procedures supporting the adverse benefit determination; (9 C.C.R. § 1850.212(a)(3).)

4) The member's right to file, and procedures for exercising, an appeal or expedited appeal with the Contractor, including information about exhausting the Contractor's one level of appeal and the right to request a State Hearing after receiving notice that the adverse benefit determination is upheld; (42 C.F.R. § 438.404(b)(3)-(b)(4).)

5) The circumstances under which an appeal process can be expedited and how to request it; (42 C.F.R. § 438.404(b)(5).)

6) The member's right to have benefits continue pending resolution of the appeal, how to request that benefits be continued, and that the member shall not be held liable for the cost of the benefits if the hearing decision upholds the Contractor's adverse benefit determination.

7) Information about the member's right to request a State Hearing or an expedited State Hearing, including:

a. The method by which a hearing may be obtained; (9 C.C.R. § 1850.212(a)(5)(A).)

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MEMBER PROBLEM RESOLUTION

b. A statement that the member may be either self-represented, or represented by an authorized third party such as legal counsel, a relative, friend, or any other person; (9 C.C.R. § 1850.212(a)(5)(B).)

c. An explanation of the circumstances under which a covered service will be continued if a State Hearing is requested; (9 C.C.R. § 1850.212(a)(5)(C).) and

d. The time limits for requesting a State Hearing or an expedited State Hearing. (9 C.C.R. § 1850.212(a)(5)(D).)

B. The Contractor shall mail the NOABD within the following timeframes, regardless of whether the NOABD pertains to SMHS or DMC services:

1) For termination, suspension, or reduction of previously authorized Medi-Cal covered services, at least 10 days before the date of action. (42 C.F.R. § 438.404(c)(1); 42 C.F.R. § 431.211.) The Contractor shall mail the NOABD in as few as 5 days prior to the date of action if the Contractor has facts indicating that action should be taken because of probable fraud by the member, and the facts have been verified, if possible, through secondary sources. (42 C.F.R. § 438.404(c)(1); 42 C.F.R. §.431.214.)

2) For denial of payment, at the time of any action affecting the claim. (42 C.F.R. § 438.404(c)(2).)

3) For standard service authorizations that deny or limit services, as expeditiously as the member's condition requires not to exceed 14 calendar days following the receipt for request for services. (42 C.F.R. § 438.404(c)(3); 42 C.F.R. § 438.210(d)(1).)

4) [Reserved]

5) [Reserved]

6) [Reserved]

7) The Contractor shall give notice on the date that the timeframes expire, when service authorization decisions are not reached within the applicable timeframes for either standard or expedited service authorizations. (42 C.F.R. § 438.404(c)(5).)

8) If a provider indicates, or the Contractor determines, that following the standard service authorization timeframe could seriously jeopardize the member's life or health or their ability to attain, maintain, or regain maximum function, the Contractor must make

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MEMBER PROBLEM RESOLUTION

an expedited service authorization decision and provide notice as expeditiously as the member's health condition requires and no later than 72 hours after receipt of the request for service. (42 C.F.R. § 438.404(c)(6); 42 C.F.R. 438.210(d)(2)(i).)

9) [Reserved]

10) The Contractor shall deposit the NOABD with the United States Postal Service in time for pick-up on the date that the applicable timeframe expires. (9 C.C.R. § 1850.210(f).)

C. The Adverse Benefit Determination shall be effective on the date of the NOABD and the Contractor shall mail the NOABD by the date of adverse benefit determination when any of the following occur:

1) The death of a member; (42 C.F.R. § 431.213(a).)

2) Receipt of a signed written member statement requesting service termination or giving information requiring termination or reduction of services, provided the member understands that this will be the result of supplying that information; (42 C.F.R. § 431.213(b)(1)-(b)(2).)

3) The member's admission to an institution where they are ineligible for further services; (42 C.F.R. § 431.213(c).)

4) The member's whereabouts are unknown and mail directed to them has no forwarding address; (42 C.F.R. § 431.213(d).)

5) Notice that the member has been accepted for Medicaid services by another local jurisdiction; (42 C.F.R. § 431.213(e).)

6) A change in the member's physician's prescription for the level of medical care; (42 C.F.R. § 431.213(f).) or

7) The notice involves an adverse determination with regard to preadmission screening requirements of § 1919(e)(7) of the Act. (42 C.F.R. § 431.213(g).)

8) The transfer or discharge from a facility will occur in an expedited fashion. (42 C.F.R. § 431.213(h).)

12. Annual Grievance and Appeal Report

The Contractor is required to submit to the Department a report that summarizes member grievances, appeals and expedited appeals, for members receiving either SMHS or DMC services, in accordance with BHIN 22-036, filed from July 1 of the previous year through June 30 of that year by September 1 of each year.

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MEMBER PROBLEM RESOLUTION

The report shall include the total number of grievances, appeals and expedited appeals by type, by subject areas established by the Department, and by disposition. (42 C.F.R. § 438.66(e).)

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1. DMC & SMHS: General Requirements

A. SMHS: As a condition for receiving payment under a Medi-Cal managed care program, the Contractor shall comply with the provisions of 42 C.F.R. sections 438.604, 438.606, 438.608, and 438.610. (42 C.F.R. § 438.600(b)).

B. SMHS: The Department shall ensure that the Contractor is not located outside of the United States. (42 C.F.R. § 438.602(i)).

C. DMC: The Contractor is responsible for ensuring program integrity of its DMC services and its contracted providers through a system of oversight.

1) Contractor shall comply with the monitoring and reporting obligations under this Contract, as well as state and federal law and regulations, including, but not limited to:

i. 42 CFR §§ 431.800 et seq., 433.51, 438.10, 438.320, 438.416, 438.206, 440.230, 440.260, 455 et seq., 456 et seq., 456.23;

ii. 22 C.C.R.. §§ 51490, 51490.1, 51159;

iii. W&I Code §§ 14124.1, 14124.2.

2) Contractor shall certify the DMC claims submitted to DHCS represent claims eligible for FFP and attest that the submitted claims have been subject to review and verification process for accuracy and legitimacy (42 CFR §§ 430.30, 433.32, and 433.51). The Contractor shall not knowingly submit claims for services rendered to any member after the member's date of death, or from unenrolled or disenrolled providers.

2. DMC & SMHS: Periodic Audits

Contractor shall be subject to an independent audit of the accuracy, truthfulness, and completeness of the encounter and financial data submitted by, or on behalf of, the Contractor. The audit shall occur no less frequently than once every three years. Contractor shall comply with BHIN 23-044 and subsequently issued BHINs that supersede BHIN 23-044. The Department or its contractor shall conduct the audit. (42 C.F.R. § 438.602(e)).

3. SMHS: Excluded Providers

A. The Contractor shall screen and periodically revalidate all network providers that have not enrolled in Medi-Cal pursuant to 42 C.F.R. § 455.410(b), in accordance with the requirements of 42 C.F.R. part 455, subparts B and E. (42 C.F.R. § 438.602(b)).

B. Consistent with the requirements of 42 CC.F.R. § 455.436, the Contractor must confirm the identity and determine the exclusion status of all network providers that have not enrolled in Medi-Cal pursuant to 42 C.F.R. §

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455.410(b), and any subcontractor, or who is an agent or managing employee of the Contractor, through routine checks of Federal and State databases. This includes the Social Security Administration's Death Master File, the National Plan and Provider Enumeration System (NPPES), the Office of Inspector General's List of Excluded Individuals/Entities (LEIE), the System for Award Management (SAM), as well as the Department's Medi Cal Suspended and Ineligible Provider List (S & I List). (42 C.F.R. § 438.602(d)).

C. If the Contractor finds a party that is excluded, it must promptly notify the Department and the Department will take action consistent with 42 C.F.R. section 438.610(d). (42 C.F.R. § 438.608(a)(2) and (4)). The Contractor shall not certify or pay any excluded provider with Medi-Cal funds, and any such inappropriate payments or overpayments may be subject to recovery and/or be the basis for other sanctions by the appropriate authority.

4. SMHS: Compliance Program

A. Pursuant to 42 C.F.R. section 455.1(a)(1), the Contractor must report fraud and abuse information to the Department.

B. The Contractor, or any subcontractor, to the extent that the subcontractor is delegated responsibility by the Contractor for coverage of services and payment of claims under this Contract, shall implement and maintain a compliance program designed to detect and prevent fraud, waste and abuse that must include:

1) Written policies, procedures, and standards of conduct that articulate the organization's commitment to comply with all applicable requirements and standards under the Contract, and all applicable Federal and state requirements.

2) A Compliance Officer (CO) who is responsible for developing and implementing policies, procedures, and practices designed to ensure compliance with the requirements of the Contract and who reports directly to the Behavioral Health Director and Board of Supervisors, or CEO and the Board of Directors (BoD).

3) A Regulatory Compliance Committee (RCC) on the BoD and at the senior management level charged with overseeing the organization's compliance program and its compliance with the requirements under the Contract.

4) A system for training and education for the CO, the organization's senior management, and the organization's employees for the federal and state standards and requirements under the Contract.

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5) Effective lines of communication between the CO and the organization's employees.

6) Enforcement of standards through well-publicized disciplinary guidelines.

7) The establishment and implementation of procedures and a system with dedicated staff for routine internal monitoring and auditing of compliance risks, prompt response to compliance issues as they are raised, investigation of potential compliance problems as identified in the course of self-evaluation and audits, correction of such problems promptly and thoroughly (or coordination of suspected criminal acts with law enforcement agencies) to reduce the potential for recurrence, and ongoing compliance with the requirements under the Contract. (42 C.F.R. § 438.608 (a)(1)).

5. SMHS: Fraud Reporting Requirements

A. The Contractor, or any subcontractor, to the extent that the subcontractor is delegated responsibility by the Contractor for coverage of services and payment of claims under this Contract, shall implement and maintain arrangements or procedures designed to detect and prevent fraud, waste and abuse that include prompt reporting to the Department Medicaid program integrity unit about the following:

1) Any potential fraud, waste, or abuse. (42 C.F.R. § 438.608(a)(7)).

2) All overpayments identified or recovered, specifying the overpayments due to potential fraud. (42 C.F.R. § 438.608 (a)(2)).

3) Information about changes in a member's circumstances that may affect the member's eligibility including changes in the member's residence or the death of the member. (42 C.F.R. § 438.608 (a)(3)).

4) Information about a change in a network provider's circumstances that may affect the network provider's eligibility to participate in the managed care program, including the termination of the provider agreement with the Contractor. (42 C.F.R. § 438.608(a)(4)).

B. If the Contractor identifies an issue or receives notification of a complaint concerning an incident of potential fraud, waste or abuse, in addition to notifying the Department, the Contractor shall conduct an internal investigation to determine the validity of the issue/complaint, and develop and implement corrective action, if needed.

C. The Contractor shall implement and maintain written policies for all employees of the Contractor, and of any subcontractor or agent, that

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provide detailed information about the False Claims Act and other Federal and state laws, including information about rights of employees to be protected as whistleblowers. (42 C.F.R. § 438.608 (a)(6)).

D. Suspected Medi-Cal fraud, waste, or abuse shall be reported to DHCS Medi-Cal Fraud: (800) 822-6222 or Fraud@dhcs.ca.gov.

6. DMC & SMHS: Suspension of Provider Payments

A. If a provider is under investigation by DHCS or any other state, local or federal law enforcement agency for fraud or abuse, DHCS may temporarily suspend the provider pursuant to W&I Code sections 14043.36(a). DHCS may also issue a payment suspension to a provider pursuant to W&I Code § 14107.11 and 42 C.F.R. section 455.23.

1) SMHS: The Contractor shall implement and maintain arrangements or procedures that include providing for the Contractor's suspension of payments to a contracted provider for which there is a credible allegation of fraud. (42 C.F.R. §§ 455.23 and 438.608 (a)(8)).

B. Information about a provider's administrative sanction status is confidential until such time as the action is either completed or resolved.

1) With respect to DMC providers, Contractor shall execute the Confidentiality Agreement, attached as Document 5A. The Confidentiality Agreement permits DHCS to communicate with Contractor concerning contracted DMC providers that are subject to administrative sanctions.

7. SMHS: Service Verification

Pursuant to 42 C.F.R. section 438.608(a)(5), the Contractor, and/or any subcontractor, to the extent that the subcontractor is delegated responsibility by the Contractor for coverage of services and payment of claims under this Contract, shall implement and maintain arrangements or procedures designed to detect and prevent fraud, waste and abuse that include provisions to verify, by sampling or other methods, whether services that have been represented to have been delivered by network providers were received by members and the application of such verification processes on a regular basis. (42 C.F.R. § 438.608 (a)(5)).

8. SMHS: Disclosures

A. Disclosure of 5% or More Ownership Interest:

1) Pursuant to 42 C.F.R. section 455.104, Medicaid managed care entities must disclose certain information related to persons who

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have an ownership or control interest in the managed care entity, as defined in 42 C.F.R. section 455.101. The parties hereby acknowledge that because the Contractor is a political subdivision of the State of California, there are no persons who meet such definition and therefore there is no information to disclose.

a. In the event that, in the future, any person obtains an interest of 5% or more of any mortgage, deed of trust, note or other obligation secured by Contractor, and that interest equals at least 5% of Contractor's property or assets, then the Contractor will make the disclosures set forth in this section, and subsection 2(a), below.

b. The Contractor will disclose the name, address, date of birth, and Social Security Number of any managing employee, as that term is defined in 42 C.F.R. section 455.101. For purposes of this disclosure, Contractor may use the business address for any member of its Board of Supervisors.

c. The Contractor shall provide any such disclosure upon execution of this Contract, upon its extension or renewal, and within 35 days after any change in Contractor ownership or upon request of the Department.

2) The Contractor shall ensure that its subcontractors and network providers submit the disclosures below to the Contractor regarding the network providers' and subcontractors (disclosing entities') ownership and control.

a) The Contractor's providers must submit disclosures to the Contractor upon submitting the provider application, before entering into a provider agreement with Contractor, before renewing a provider agreement with Contractor and within 35 days after any change in the subcontractor/network provider's ownership, annually and upon request during the re-validation of enrollment process under 42 C.F.R. section 455.104. The information included in the disclosures shall be current as of the time submitted.

b) [Reserved]

c) Disclosures to be Provided:

i. The name and address of any person (individual or corporation) with an ownership or control interest in

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the network provider. The address for corporate entities shall include, as applicable, a primary business address, every business location, and a P.O. Box address;

ii. Date of birth and Social Security Number (in the case of an individual);

iii. Other tax identification number in the case of a corporation with an ownership or control interest in the disclosing entity (or fiscal agent or managed care entity) or in any subcontractor in which the disclosing entity (or fiscal agent or managed care entity) has a 5 percent or more interest;

iv. Whether the person (individual or corporation) with an ownership or control interest in the Contractor's network provider is related to another person with ownership or control interest in the same or any other network provider of the Contractor 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 disclosing entity (or fiscal agent or managed care entity) has a 5 percent or more interest is related to another person with ownership or control interest in the managed care entity as a spouse, parent, child, or sibling;

v. The name of any other disclosing entity (or fiscal agent or managed care entity) in which the Contractor, subcontractor, or network provider has an ownership or control interest; and

vi. The name, address, date of birth, and Social Security Number of any managing employee of the managed care entity.

3) For each provider in Contractor's provider network, the Contractor shall provide the Department with all disclosures before entering into a network provider contract with the provider and annually thereafter and upon request from the Department during the re-validation of enrollment process under 42 C.F.R. section 455.104.

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4) Federal Financial Participation (FFP) shall be withheld from the Contractor if it fails to disclose ownership or control information as required by this section. (42 C.F.R. § 455.104(f)).

B. Disclosures Related to Business Transactions – the Contractor must submit disclosures and updated disclosures to the Department or HHS including information regarding certain business transactions within 35 days, upon request.

1) The following information must be disclosed:

a) The ownership of any subcontractor with whom the Contractor has had business transactions totaling more than $25,000 during the 12-month period ending on the date of the request; and

b) Any significant business transactions between the Contractor and any wholly owned supplier, or between the Contractor and any subcontractor, during the 5-year period ending on the date of the request.

c) The Contractor must obligate Network Providers to submit the same disclosures regarding network providers as noted under subsection 1(a) and (b) within 35 days upon request.

C. Disclosures Related to Persons Convicted of Crimes

1) The Contractor shall submit the following disclosures to the Department regarding the Contractor's management:

a) The identity of any person who has an ownership interest in or is a managing employee of the Contractor who has been convicted of a crime related to federal health care programs. (42 C.F.R. § 455.106(a)(1) and (2)).

b) The identity of any person who is an agent of the Contractor who has been convicted of a crime related to federal health care programs. (42 C.F.R. § 455.106(a)(1) and (2)). For this purpose, the word "agent" has the meaning described in 42 C.F.R. section455.101.

2) The Contractor shall supply the disclosures before entering into the Contract and at any time upon the Department's request.

3) Network providers should submit the same disclosures to the Contractor regarding the network providers' owners, persons with controlling interest, agents, and managing employees' criminal convictions. Network providers shall supply the disclosures before

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entering into the contract and at any time upon the Department's request.

9. DMC & SMHS: Contractor Monitoring of Contracted Providers

A. Contractor shall conduct ongoing monitoring of contracted providers (except out-of-network providers, if applicable) for compliance with the terms of this contract. Contractor must, at a minimum:

1) Monitor compliance for each provider on an annual basis; and

2) Perform on-site monitoring at least once every three years for each organizational provider. (No on-site reviews are required for individual SMHS practitioners who contract directly with the Contractor.)

B. Contractor shall submit a copy of their monitoring and audit reports to DHCS within two weeks of issuance. Reports should be sent by using a Secure Managed File Transfer system specified by DHCS.

C. If the Contractor identifies deficiencies or areas for improvement in a contracted provider's performance, the Contractor and the contracted provider shall take corrective action. For any identified compliance deficiencies, the Contractor shall submit to DHCS a Contractor-approved corrective action plan (CAP) for the contracted provider.

1) The CAP shall include:

a. A description of corrective actions that will be taken by the Contractor to address findings, including actions required of contracted providers when applicable, and incremental milestones the Contractor will achieve in order to reach full compliance;

b. The timeline for implementation and/or completion of corrective actions;

c. Proposed evidence of correction that will be submitted to DHCS;

1. If the Contractor has evidence to support correction at the time the CAP is due, the Contractor shall submit the actual evidence of correction to DHCS.

d. A mechanism for monitoring the effectiveness of corrective actions over time; and

e. Behavioral Health Director or designee (e.g., compliance administrator) name, and the date of their approval of the CAP.

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2) The Contractor shall submit the Contractor-approved provider CAP to DHCS for approval using a Secure Managed File Transfer system specified by DHCS.

3) DHCS will provide an Acknowledgement Letter within five business days to the Contractor with a copy to the provider. If DHCS does not approve the CAP, DHCS shall provide guidance on the deficient areas. Contractor shall submit an updated CAP to DHCS using a Secure Managed File Transfer system specified by DHCS., with a copy to the provider.

4) The Contractor shall monitor and attest compliance and/or completion by providers with CAP requirements, including as required by any PSPP review. The Contractor shall attest to DHCS, using the form developed by DHCS, that the requirements in the CAP have been completed by the Contractor and/or the provider. Submission of DHCS Form 8049 by Contractor shall be accomplished within the timeline specified in the approved CAP, as noticed by DHCS.

D. Additional requirements for DMC only: The Contractor shall, on a monthly basis, monitor the status of all contracted providers to ensure they maintain active enrollment in the DMC program and to check for triggering recertification events. The Contractor shall notify DHCS PED by e-mail at DHCSDMCRecert@dhcs.ca.gov within five business days of learning any of the following, whether during the monthly monitoring or following notice from the contracted provider:

1) A contracted provider's license, registration, certification, or approval to operate an SUD program or provide a covered service is revoked, suspended, modified, or not renewed by entities other than DHCS;

2) A contracted provider surrenders its certification or closes its facility; or

3) A contracted provider has a triggering recertification event, including but not limited to change in ownership, change in scope of services, remodeling of facility, or change in location.

10. DMC: State Monitoring - Postservice Postpayment and Postservice Prepayment Utilization Reviews

A. DHCS shall conduct Postservice Postpayment and Postservice Prepayment Utilization Reviews of the contracted DMC-Certified Providers to determine whether the services were provided in accordance with Exhibit A, Attachment 2E, Section 8 ("Requirements for Provider Contracts and Subcontracts"). DHCS shall issue the PSPP report to the Contractor with a copy to the provider. The Contractor shall be responsible for their

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contracted providers and Contractor-operated programs to ensure any deficiencies are remediated pursuant to subsection B, below. The Contractor shall attest the deficiencies have been remediated and are complete, pursuant to section 9.C, above.

B. The Department shall recover payments made if Postservice Postpayment Utilization Review uncovers evidence that the claim(s) should not have been paid, services have been improperly utilized, or requirements of Exhibit A, Attachment 2E, Section 8 were not met.

1) All deficiencies identified by PSPP reports, whether or not a recovery of funds results, shall be corrected and the Contractor shall submit a Contractor-approved CAP, as described above in Section 9.C. The CAP shall be submitted using a Secure Managed File Transfer system specified by DHCS within 60 days of the date of the PSPP report.

C. The Contractor may appeal demands for recovery of payment and/or programmatic deficiencies of specific claims. Such appeals shall be handled as follows:

1) Requests for first-level appeals:

a. The Contractor shall initiate action by submitting a letter to DHCS:

i. Behavioral Health Compliance Section Chief Medical Review Branch, Audits and Investigations Division DHCS PO Box 997413, MS 2621 Sacramento, CA 95899-7413

a) The Contractor shall submit the letter on the official stationery of the Contractor and it shall be signed by an authorized representative of the Contractor.

b) The letter shall identify the specific claim(s) involved and describe the disputed (in) action regarding the claim.

ii. The letter shall be submitted to the address listed in subsection (a) above within 90 calendar days from the date the Contractor received written notification of the decision to disallow claims.

iii. The Department shall acknowledge Contractor letter within 15 calendar days of receipt.

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iv. The Department shall inform the Contractor of the Department's decision and the basis for the decision within 15 calendar days after the Department's acknowledgement notification. The Department shall have the option of extending the decision response time if additional information is required from the Contractor. The Contractor will be notified if the Department extends the response time limit.

D. A Contractor may initiate a second level appeal to the Office of Administrative Hearings and Appeals (OAHA).

1) The second level process may be pursued only after complying with first-level procedures and only when:

a. The Department has failed to acknowledge the grievance or complaint within 15 calendar days of its receipt, or

b. The Contractor is dissatisfied with the action taken by the Department where the conclusion is based on the Department's evaluation of the merits.

2) The second-level appeal shall be submitted to the Office of Administrative Hearings and Appeals within 30 calendar days from the date the Department failed to acknowledge the first-level appeal or from the date of the Department's first-level appeal decision letter.

3) All second-level appeals made in accordance with this section shall be directed to:

Office of Administrative Hearings and Appeals 1029 J Street, Suite 200, MS 0016 Sacramento, CA 95814

4) In referring an appeal to the OAHA, the Contractor shall submit all of the following:

a. A copy of the original written appeal sent to the Department.

b. A copy of the Department's Audit Report to which the appeal applies. If received by the Contractor, a copy of the Department's specific finding(s), and conclusion(s) regarding the appeal with which the Contractor is dissatisfied.

E. The appeal process listed here shall not apply to those grievances or complaints arising from the financial findings of an audit or examination made by or on behalf of DHCS pursuant to Exhibit B.

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F. The Department shall monitor the contracted provider's compliance with Contractor utilization review requirements. The federal government may also review the existence and effectiveness of DHCS' utilization review system.

G. Contractor shall, at a minimum, implement and maintain compliance with the requirements described in Exhibit A, Attachment 2E, Section 8 for the purposes of reviewing the utilization, quality, and appropriateness of covered services and ensuring that all applicable Medi-Cal requirements are met.

H. Contractor shall ensure that contracted provider sites keep a record of the members/patients being treated at that location.

11. DMC: Reporting Fraud and Program Complaints

A. Report suspected Medi-Cal Fraud online:
https://www.dhcs.ca.gov/individuals/Pages/StopMedi-CalFraud.aspx
By email: fraud@dhcs.ca.gov
By phone: 1-800-822-6222

B. All complaints received by the Contractor regarding a DMC-Certified provider shall be forwarded to the Medi-Cal Behavioral Health Division within two business days to:

DHCS
Medi-Cal Behavioral Health Division
1501 Capitol Avenue, MS# 2621
Sacramento, CA 95814

C. Complaints for licensed, adult alcoholism or drug abuse recovery or treatment facilities, or Alcohol and/or Other Drug (AOD) Certified Treatment Facilities shall be addressed to:

Department of Health Care Services
Licensing and Certification Division
P.O Box 997413., MS# 2601
Sacramento, CA 95899-7413
Email: SUDcomplaints@dhcs.ca.gov
Public Number: (916) 322-2911
Toll Free Number: (877) 685-8333

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

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The Contractor shall be responsible for investigating complaints and providing the results of all investigations to DHCS using a Secure Managed File Transfer system specified by DHCS.

Exhibit A - Attachment 14
REPORTING REQUIREMENTS

1. SMHS: Data Submission/ Certification Requirements

A. The Contractor shall submit any data, documentation, or information relating to the performance of the entity's obligations as required by the State or the United States Secretary of Health and Human Services. (42 C.F.R. § 438.604(b).) The individual who submits this data to the state shall concurrently provide a certification, which attests, based on best information, knowledge and belief that the data, documentation and information is accurate, complete and truthful. (42 C.F.R. § 438.606(b) and (c).) The data, documentation, or information submitted to the state by the Contractor shall be certified by one of the following:

1) The Contractor's Chief Executive Officer (CEO).

2) The Contractor's Chief Financial Officer (CFO).

3) An individual who reports directly to the CEO or CFO with delegated authority to sign for the CEO or CFO so that the CEO or CFO is ultimately responsible for the certification. (42 C.F.R. § 438.606(a).)

2. SMHS: Encounter Data

The Contractor shall submit encounter data to the Department at a frequency and level specified by the Department and CMS, including as specified in Exhibit A, Attachment 4, Section 2. (42 C.F.R. § 438.242(c)(2).)

3. [Reserved]

4. DMC & SMHS: Network Adequacy and Timely Access

The Contractor shall submit, in a manner and format determined by the Department, documentation to demonstrate compliance with the Department's requirements for availability and accessibility of services, including the adequacy of the provider network, as described in Exhibit A, Attachment 8. (42 C.F.R. § 438.604(a)(5).)

5. SMHS: Information on Ownership and Control

The Contractor shall submit for state review information on ownership and control for the Contractor, subcontractors, and network providers, as described in 42 C.F.R. section 455.104 and Exhibit A, Attachment 13, Section 8. (42 C.F.R § 438.604(a)(6).)

6. SMHS: Annual Report of Overpayment Recoveries

The Contractor shall submit an annual report of overpayment recoveries in a manner and format determined by the Department. (MHSUDS IN 19-034; 42 C.F.R §§ 438.604(a)(7), 438.608(d)(3).)

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REPORTING REQUIREMENTS

7. SMHS: Performance Data

A. In an effort to improve the performance of the State's managed care program, in accordance with 42 C.F.R. section 438.66(c), the Contractor will submit the following to the Department (42 C.F.R. § 438.604(b).):

1) Enrollment data;

2) Member grievance and appeal logs;

3) Provider complaint and appeal logs;

4) The results of any member satisfaction survey;

5) The results of any provider satisfaction survey;

6) Performance on required quality measures;

7) Medical management committee reports and minutes;

8) The Contractor's annual quality improvement plan;

9) Audited financial and encounter data; and

10) Customer service performance data.

B. The Contractor shall cooperate with DHCS to provide and report quality measures per the 1915(b) Special Terms and Conditions and the Comprehensive Quality Strategy.

8. DMC & SMHS: Parity in Mental Health and Substance Use Disorder Services

The Contractor shall submit to the Department, upon request, any policies and procedures or other documentation necessary for the State to establish and demonstrate compliance with 42 C.F.R. part 438, subpart K, regarding parity in mental health and substance use disorder benefits.

9. DMC: Additional Reporting Requirements Regarding DMC Services

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

1) Contractor shall comply with the CalOMS-Tx data collection system requirements for submission of CalOMS-Tx data or contract with a software vendor that complies with this requirement. If applicable, a Business Associate Agreement (BAA) shall be established between the Contractor and the software vendor. The BAA shall state that DHCS is allowed to return the processed CalOMS-Tx data to the vendor that supplied the data to DHCS.

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2) Contractor shall conduct information technology (IT) systems testing and pass state certification testing before commencing submission of CalOMS-Tx data. If the Contractor subcontracts with vendor for IT services, Contractor is responsible for ensuring that the subcontracted IT system is tested and certified by the DHCS prior to submitting CalOMS-Tx data. If Contractor changes or modifies the CalOMS-Tx IT system, then Contractor shall re-test and pass state re-certification prior to submitting data from new or modified system.

3) Electronic submission of CalOMS-Tx data shall be submitted by Contractor within 45 days from the end of the last day of the report month.

4) Contractor shall comply with data collection and reporting requirements established by the DHCS CalOMS-Tx Data Collection Guide (Document 3J) and all former Department of Alcohol and Drug Programs Bulletins and DHCS Information Notices relevant to CalOMS-Tx data collection and reporting requirements.

5) Contractor shall submit CalOMS-Tx admission, discharge, annual update, resubmissions of records containing errors or in need of correction, and "provider no activity" report records in an electronic format approved by DHCS.

6) Contractor shall comply with the CalOMS-Tx Data Compliance Standards established by DHCS identified in (Document 3S) for reporting data content, data quality, data completeness, reporting frequency, reporting deadlines, and reporting method.

7) Contractor shall participate in CalOMS-Tx informational meetings, trainings, and conference calls.

8) Contractor shall implement and maintain a system for collecting and electronically submitting CalOMS-Tx data.

9) Contractor shall meet the requirements as identified in Exhibit F, Business Associate Addendum and Exhibit F, Attachment I – Social Security Administration Agreement.

B. CalOMS-Tx General Information.

1) If the Contractor experiences system or service failure or other extraordinary circumstances that affect its ability to timely submit CalOMS-Tx data, and or meet other CalOMS-Tx compliance requirements, Contractor shall report the problem in writing by secure, encrypted e-mail to DHCS at: ITServiceDesk@dhcs.ca.gov,

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before the established data submission deadlines. The written notice shall include a remediation plan 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 non-DMC payments are withheld.

2) If DHCS experiences system or service failure, an extension equal to the number of business days of the system or service failure shall be granted for the Contractor's late data submission.

3) Contractor shall comply with the treatment data quality standards established by DHCS. Failure to meet these standards on an ongoing basis may result in withholding DMC funds.

4) If the Contractor submits data after the established deadlines, due to a delay or problem, the Contractor shall still be responsible for collecting and reporting data from time of delay or problem.

C. Drug and Alcohol Treatment Access Report (DATAR).

1) The Contractor shall be responsible for ensuring that all contracted providers submit a monthly DATAR report in an electronic copy format as provided by DHCS.

2) The Contractor shall ensure that perinatal treatment providers who reach or exceed 90 percent of their dedicated capacity report this information to DHCSPerinatal@dhcs.ca.gov within seven days of reaching capacity.

3) The Contractor shall ensure that all DATAR reports are submitted to DHCS by contracted providers the 10th of the month following the report activity month.

4) The Contractor shall ensure that all contracted providers are enrolled in DHCS' web-based DATAR program for submission of data, accessible on the DHCS website when executing the subcontract.

5) If the Contractor or its subcontractor experiences system or service failure or other extraordinary circumstances that affect its ability to timely submit a monthly DATAR report, and/or to meet data compliance requirements, the Contractor shall report the problem in writing before the established data submission deadlines by writing a secure, encrypted email to SUDDATARSupport@dhcs.ca.gov.

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6) If DHCS experiences system or service failure, an extension equal to the number of business days of the system or service failure shall be granted for the Contractor's late data submission.

7) [Reserved]

D. [Reserved]

10. DMC & SMHS: Failure to Meet Reporting Requirements

A. Contractor agrees that DHCS has the right to withhold payments until Contractor has submitted any required data and reports to DHCS, as identified in Exhibit A or as identified in Document 1F(a), Reporting Requirement Matrix for Counties. (W&I Code § 14197.7(o)(1); BHIN 22-045.)

B. Upon identifying a failure to meet required reporting requirements, DHCS shall issue a Notice of Deficiency to Contractor regarding specified providers with a deadline to submit the required data and a request for a Corrective Action Plan (CAP) to ensure timely reporting in the future. DHCS shall approve or reject the CAP or request revisions to the CAP, which shall be resubmitted to DHCS within 30 days.

C. If the Contractor has not ensured compliance with the data submission or CAP request within the designated timeline, then DHCS may withhold funds until all data is submitted. DHCS shall inform the Contractor 30 days in advance of when funds will be withheld. (BHIN 22-045.)

D. The Contractor may appeal the imposition of a temporary withhold pursuant to W&I Code section 14197.7, subdivisions (k) and (m) and BHIN 22-045 or any subsequent Departmental guidance. (W&I Code § 14197.7(o)(2).)

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Exhibit E defines the terms used in this Contract. The following definitions shall apply, but, in the event of a conflict: Exhibit E shall take precedence over state regulations; and Department guidance shall take precedence over both Exhibit E and state regulations. 42 C.F.R. Part 438, Cal. Code Regs., tit. 9, sections 1810.100-1850.535 and 9000 *et seq.,* Cal. Code Regs., tit. 22, sections 51341, 51490.1 & 51516.1; and H&S Code section 11750 *et seq.*

1. "Advance Directives" means a written instruction, such as a living will or durable power of attorney for health care, recognized under State law (whether statutory or as recognized by the courts of the State), relating to the provision of the health care when the individual is incapacitated.

2. "Abuse" means provider practices that are inconsistent with sound, fiscal, business, or medical practices, and result in an unnecessary cost to the Medi-Cal program, or in reimbursement for services that are not medically necessary or that fail to meet professionally recognized standards for health care. It also includes member practices that result in unnecessary cost to the Medi-Cal program. (See 42 C.F.R. §§ 438.2, 455.2)

3. "Adolescents" means members under age 21.

4. "Adult" means members 21 years of age or over.

5. "Alcohol or other Drug (AOD) Counselor" means: 1) either certified or registered by an organization that is recognized by the Department of Health Care Services and accredited with the National Commission for Certifying Agencies (NCCA); and 2) meets all California State education, training, and work experience requirements set forth in the Counselor Certification Regulations, 9 C.C.R., division 4, chapter 8.

6. "American Indian/Alaska Native (AI/AN)" means any person defined in Title 25 United States Code sections 1603(13), 1603(28), or section 1679(a), or who has been determined eligible as an Indian under 42 C.F.R. section 136.12.

7. "Ancillary Service" means to include individualized connection, referral, and linkages to community-based services and supports.

8. "Appeal" means a review by the Contractor of an adverse benefit determination or a denial to expedite an authorization decision.

9. "Available Capacity" means the total number of units of service (bed days, hours, slots, etc.) that a Contractor actually makes available in the current fiscal year.

10. "ASAM Criteria" means the comprehensive set of guidelines developed by the American Society of Addiction Medicine for placement, continued stay, transfer, or discharge of patients with addiction and co-occurring conditions.

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11. "Calendar Week" means the seven-day period from Sunday through Saturday.

12. "Complaint" means requesting to have a problem solved or have a decision changed because the individual is not satisfied. Depending on the circumstances, a complaint may also qualify as a grievance or an appeal.

13. "Contractor" means the Contractor named in this Intergovernmental Agreement.

14. "Contracted Provider" means:

    1) For SMHS and DMC-ODS programs (if applicable to Contractor): All network providers (including providers owned or operated by Contractor), and any out-of-network providers with whom Contractor contracts for the delivery of covered services to members.

    2) For DMC programs (if applicable to Contractor): A DMC-certified provider (including a provider owned or operated by Contractor) that has entered into an agreement with the Contractor to be a provider of covered services.

15. "Corrective Action Plan (CAP)" means the written plan of action which the Contractor or its contracted provider develops and submits to DHCS to address or correct a deficiency or process that is non-compliant with applicable standards.

16. "County of Responsibility" means the county that is financially responsible for the behavioral health needs and services of a given member.

17. "Covered Services" refer to:

    A. SMHS, as enumerated in Exhibit A, Attachment 2A and further defined in Exhibit E, Attachment 2; and either

    B. DMC-ODS services, as enumerated in Exhibit A, Attachment 2C and further defined in Exhibit E, Attachment 3, as applicable to this Contract; or

    C. DMC services, as enumerated in Exhibit A, Attachment 2E and further defined in Exhibit E, Attachment 3, as applicable to this Contract.

18. "Days" means calendar days, unless otherwise specified.

19. "Dedicated Capacity" means the historically calculated service capacity, by modality, adjusted for the projected expansion or reduction in services, which the Contractor agrees to make available to provide SUD services to persons eligible for Contractor services.

20. "Department" means the California Department of Health Care Services (DHCS).

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21. "Direct Provider Contract" means a contract established between DHCS and a DMC enrolled provider entered into pursuant to this Contract for the provision of DMC services.

22. "Director" means the Director of DHCS.

23. "Discrimination Grievance" means a complaint concerning the unlawful discrimination on the basis of any characteristic protected under federal or state law, including 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.

24. "DMC-Certified Provider" means a substance use disorder clinic location that has received certification to be reimbursed as a DMC clinic by the state to provide services as described in 22 C.C.R. section 51341.1.

25. "DMC Re-certification" means the process by which the DMC-certified clinic is required to submit an application and specified documentation, as determined by DHCS, to remain eligible to participate in and be reimbursed through the DMC program. Re-certification shall occur no less than every five years from the date of previous DMC certification or re-certification.

26. "DMC Termination of Certification" means the provider is no longer certified to participate in the Drug Medi-Cal program upon the state's issuance of a DMC certification termination notice.

27. "DMC Temporary Suspension" means the provider is temporarily suspended from participating in the DMC program pursuant to W&I Code section 14043.36, subdivision (a). The provider cannot bill for DMC services from the effective date of the temporary suspension.

28. "Drug Medi-Cal Organized Delivery System (DMC-ODS)" is a Medi-Cal SUD delivery system to provide SUD treatment services to members in counties that choose to opt into and implement the program.

29. "Drug Medi-Cal (DMC) Program" means the state system wherein members receive covered services from DMC-certified substance use disorder treatment providers.

30. "Early and Periodic Screening, Diagnosis, and Treatment (EPSDT)" means the federal mandate under Section 1905(r) of the Act, which requires the Contractor to ensure that all members under age 21 receive all applicable mental health or SUD services needed to correct or ameliorate health conditions that are coverable under Section 1905(a) of the Act. Consistent with federal guidance, services need not be curative or completely restorative to ameliorate a health condition. Services that sustain, support, improve, or make more tolerable a

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health condition are considered to ameliorate the condition and are thus covered as EPSDT services.

31. "Education and Job Skills" means linkages to life skills, employment services, job training, and education services.

32. "Emergency" means a medical condition manifesting itself by acute symptoms of sufficient severity (including severe pain) that a prudent layperson, who possesses an average knowledge of health and medicine, could reasonably expect the absence of immediate medical attention to result in the following:

    A. Placing the health of the individual (or, for a pregnant member, the health of the member or their unborn child) in serious jeopardy;

    B. Serious impairment to bodily functions;

    C. Serious dysfunction of any bodily organ or part; or

    D. Death.

33. "Excluded Services" means services that are not covered under this Contract.

34. "Expanded Substance Use Disorder Treatment Services" means services listed in Supplement 3 to Attachment 3.1-A of the California Medi-Cal State Plan.

35. "Face-to-Face" means a service occurring in person.

36. "Federal Financial Participation (FFP)" means the share of federal Medicaid funds for reimbursement of covered services.

37. "Fraud" means an intentional deception or misrepresentation made by a person with the knowledge that the deception could result in some unauthorized benefit to self or some other person. It includes an act that constitutes fraud under applicable State and Federal law. (42 C.F.R. §§ 438.2, 455.2)

38. "Grievance" means an expression of dissatisfaction about any matter other than an adverse benefit determination or an appeal of a denial to expedite an authorization decision. Grievances may include, but are not limited to, the quality of care or services provided, and aspects of interpersonal relationships such as rudeness of a provider or employee, or failure to respect the member's rights regardless of whether remedial action is requested. (42 C.F.R. § 438.400)

39. "Grievance and Appeal System" means the processes the Contractor implements to handle appeals of an adverse benefit determination and grievances, as well as the processes to collect and track information about them, as described in Exhibit A, Attachment 12.

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40. "Hospitalization" means a supervised recovery period in a facility that provides hospital inpatient care.

41. "Habilitative services and devices" help a person keep, learn, or improve skills and functioning for daily living. (45 C.F.R. § 156.115(a)(5)(i))

42. "Homelessness" means the member meets the definition established in section 11434a of the federal McKinney-Vento Homeless Assistance Act. Specifically, this includes (A) individuals who lack a fixed, regular, and adequate nighttime residence (within the meaning of section 103(a)(1) of the Act); and (B) includes: (i) children and youths who are sharing the housing of other persons due to loss of housing, economic hardship, or a similar reason; are living in motels, hotels, trailer parks, or camping grounds due to the lack of alternative adequate accommodations; are living in emergency or transitional shelters; or are abandoned in hospitals; (ii) children and youths who have a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings (within the meaning of section 103(a)(2)(C)); (iii) children and youths who are living in cars, parks, public spaces, abandoned buildings, substandard housing, bus or train stations, or similar settings; and (iv) migratory children (as such term is defined in section 1309 of the Elementary and Secondary Education Act of 1965) who qualify as homeless for the purposes of this subtitle because the children are living in circumstances described in clauses (i) through (iii).

43. Indian Health Care Provider (IHCP) means a health care program operated by the IHS ("IHS facility"), an Indian Tribe, a Tribal Organization, or Urban Indian Organization (otherwise known as an I/T/U) as those terms are defined in section 4 of the Indian Health Care Improvement Act. (25 U.S.C. § 1603; 42 C.F.R. § 438.14(a)).

44. "Indian Health Service (IHS) facilities" means facilities and/or health care programs administered and staffed by the federal Indian Health Service.

45. "Involvement in child welfare" means the member has an open child welfare services case, or the member is determined by a child welfare services agency to be at imminent risk of entering foster care but able to safely remain in their home or kinship placement with the provision of services under a prevention plan, or the member is a child whose adoption or guardianship occurred through the child welfare system. A child has an open child welfare services case if: a) the child is in foster care or in out of home care, including both court-ordered and by voluntary agreement; or b) the child has a family maintenance case (pre-placement or post-reunification), including both court-ordered and by voluntary agreement. A child can have involvement in child welfare whether the child remains in the home or is placed out of the home.

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46. "Juvenile justice involvement" means the member (1) has ever been detained or committed to a juvenile justice facility, or (2) is currently under supervision by the juvenile delinquency court and/or a juvenile probation agency. Members who have ever been in custody and held involuntarily through operation of law enforcement authorities in a juvenile justice facility, including youth correctional institutions, juvenile detention facilities, juvenile justice centers, and other settings such as boot camps, ranches, and forestry/conservation camps, are included in the "juvenile justice involvement" definition. Members on probation, who have been released home or detained/placed in foster care pending or post-adjudication, under probation or court supervision, participating in juvenile drug court or other diversion programs, and who are otherwise under supervision by the juvenile delinquency court and/or a juvenile probation agency also meet the "juvenile justice involvement" criteria.

47. "Licensed Practitioners of the Healing Arts (LPHA)" includes any of the following: licensed physicians, licensed psychologists (including waivered psychologists), licensed clinical social workers (including waivered or registered clinical social workers), licensed professional clinical counselors (including waivered or registered professional clinical counselors), licensed marriage and family therapists (including waivered or registered marriage and family therapists), registered nurses (including certified nurse specialists and nurse practitioners), licensed vocational nurses, licensed psychiatric technicians, and licensed occupational therapists.

48. "Managed Care Program" means a managed care delivery system operated by a state as authorized under sections 1915(a), 1915(b), 1932(a), or 1115(a) of the Social Security Act.

49. "Medically necessary" or "medical necessity" has the same meaning as set forth in W&I Code sections 14059.5 and 14184.402 and any related guidance issued by the Department.

    A. For members 21 years of age or older, a service is "medically necessary" or a "medical necessity" when it is reasonable and necessary to protect life, to prevent significant illness or significant disability, or to alleviate severe pain.

    B. For members under 21 years of age, a service is "medically necessary" or a "medical necessity" if the service meets the EPSDT standard set forth in Section 1396d(r)(5) of Title 42 of the United States Code, including if the service is necessary to correct or ameliorate mental health conditions and SUDs, as described above under the definition of ESPDT.

50. "Member" means a Medi-Cal recipient who is eligible to receive services from the Contractor.

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51. "Modality" means those necessary overall general service activities to provide substance use disorder services as described in Health and Safety Code, division 10.5.

52. A "Network Provider" means a provider or group of providers, including a provider owned or operated by Contractor, that has a network provider agreement with Contractor or a subcontractor, and receives Medicaid funding directly or indirectly to order, refer or render covered SMHS and/or DMC-ODS services under this Contract (as applicable to Contractor). A network provider is not a subcontractor by virtue of the network provider agreement. (42 C.F.R. § 438.2) (The term "network provider" is not applicable to DMC programs.)

53. "Out-of-network provider" means, for purposes of SMHS and DMC-ODS programs, a provider or group of providers that does not have a network provider agreement with Contractor or with a subcontractor. A provider may be "out of network" for one behavioral health managed care program, but in the network of another behavioral health managed care program. (The term "out-of-network provider" is not applicable to DMC programs.)

54. "Out-of-plan provider" has the same meaning as out-of-network provider.

55. "Overpayment" means any payment made to a contracted provider by Contractor to which the contracted provider is not entitled under Title XIX of the Act, or any payment to Contractor by the Department to which Contractor is not entitled to under Title XIX of the Act. (42 C.F.R. § 438.2)

56. "Payment Suspension" means a DMC-certified provider has been issued a notice pursuant to W&I Code section 14107.11 and is not authorized to receive payments after the payment suspension date for DMC services, regardless of when the service was provided.

57. "Peer Support Specialist" means an individual with a current State-approved Medi-Cal Peer Support Specialist Certification Program certification who meets ongoing education requirements and provides services under the direction of a Behavioral Health Professional. (State Plan, Supplement 3 to Attachment 3.1-A, page 2j [TN 22-0026].)

58. "Performance" means providing the dedicated capacity for covered services, and more generally, abiding by the terms of Exhibit A and all applicable state and federal statutes, regulations, and standards in expending funds for the provision of covered services under this Contract.

59. "Physician Incentive Plans" mean any compensation arrangement to pay a physician or physician group that may directly or indirectly have the effect of reducing or limiting the services provided to any plan enrollee.

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60. "Physician services" means services provided by an individual licensed under state law to practice medicine.

61. "PIHP" means Prepaid Inpatient Health Plan. A Prepaid Inpatient Health Plan is an entity that:

    1) Provides medical services to members under contract with the Department, and on the basis of prepaid capitation payments, or other payment arrangement that does not use state plan rates;

    2) Provides, arranges for, or otherwise has responsibility for the provision of any inpatient hospital or institutional services for its members; and

    3) Does not have a comprehensive risk contract. (42 C.F.R. § 438.2)

62. "Postpartum" as defined for DMC purposes, means the 60-day period beginning on the last day of pregnancy, regardless of whether other conditions of eligibility are met. Eligibility for perinatal services shall end on the last day of the calendar month in which the 60th day occurs.

63. "Postservice Postpayment (PSPP) Utilization Review" means the review for DMC/DMC-ODS program compliance conducted by the state after service was rendered and paid. The Department may recover prior payments of Federal and state funds if such a review determines that the services did not comply with the applicable statutes, regulations, or terms as specified in this Contract.

64. "Postservice Prepayment Utilization Review" means the review for DMC/DMC-ODS program compliance and or integrity conducted by DHCS. DHCS will provide technical assistance for areas identified that did not comply with the applicable statutes, regulations, or standards (Cal. Code Regs., tit. 22, § 51159(b)).

65. "Prior authorization" means a formal process requiring a provider to obtain advance approval for the amount, duration, and scope of covered services.

66. "Primary Care" means all health care services and laboratory services customarily furnished by or through a general practitioner, family physician, internal medicine physician, obstetrician/gynecologist, pediatrician, or other licensed practitioner as authorized by the State Medicaid program, to the extent the furnishing of those services is legally authorized in the state in which the practitioner furnishes them.

67. "Primary care provider" means a person responsible for supervising, coordinating, and providing initial and primary care to patients, for initiating referrals, and for maintaining the continuity of patient care. A primary care provider may be a primary care physician or non-physician medical practitioner.

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68. "Prescription drugs" means simple substances or mixtures of substances prescribed for the cure, mitigation, or prevention of disease, or for health maintenance that are:

    1) Prescribed by a physician or other licensed practitioner of the healing arts within the scope of professional practice as defined and limited by Federal and State law;

    2) Dispensed by licensed pharmacists and licensed authorized practitioners in accordance with the State Medical Practice Act; and

    3) Dispensed by the licensed pharmacist or practitioner on a written prescription that is recorded and maintained in the pharmacist's or practitioner's records.

69. "Provider" means any individual or entity that is engaged in the delivery of services, or ordering or referring for those services, and is licensed or certified to do so, including providers employed, owned, or operated by the Contractor. (42 C.F.R. 438.2)

70. "Utilization Review/Quality Assessment (UR/QA)" activities are reviews of physicians, health care practitioners and providers of health care services in the provision of health care services and items for which payment may be made to determine whether:

    1) Such services are or were reasonable and medically necessary and whether such services and items are allowable; and

    2) The quality of such services meets professionally recognized standards of health care.

71. "Rehabilitation Services" includes any medical or remedial services recommended by a physician or other licensed practitioner of the healing arts, within the scope of their practice under state law, for maximum reduction of physical or mental disability and restoration of a member to their best possible functional level.

72. "Relapse" means a single instance of a member's substance use or a member's return to a pattern of substance use.

73. "Relapse Trigger" means an event, circumstance, place or person that puts a member at risk of relapse.

74. "Revenue" means Contractor's income from sources other than the state allocation.

75. "Safeguarding medications" means facilities will store all resident medication and facility staff members may assist with resident's self-administration of medication.

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76. "Satellite site" means a site owned, leased or operated by an organizational provider at which SMHS are delivered to members fewer than 20 hours per week, or, if located at a multiagency site at which SMHS are delivered by no more than two employees or contractors of the provider.

77. "Service Area" means the geographical area under the Contractor's jurisdiction.

78. "Service Authorization Request" means a member's request for the provision of a service.

79. "Service Element" is the specific type of service performed within the more general service modalities.

80. "Short-Term Resident" means any member receiving residential SUD services; regardless of the length of stay. The member is considered a "short-term resident" of the residential facility in which they are receiving the services.

81. "Significant Change" means a change in the scope of covered services under this Contract, an increase or decrease in the amount or types of services that are available, an increase or decrease in the number of network providers, or any other change that would impact the benefits available through this Contract.

82. "State Hearing" means a hearing provided by the State to members pursuant to Cal. Code Regs., tit. 22, § 50951 and 50953 and Cal. Code Regs., tit. 9, § 1810.216.6. State Hearings shall comply with all applicable 42 CFR requirements.

83. "Subcontractor" means an individual or entity that has a contract with Contractor that relates directly or indirectly to the performance of the Contractor's obligations under this Contract. (42 C.F.R. § 438.2.) A contracted provider is not a subcontractor by virtue of its provider agreement to deliver covered services. Notwithstanding the foregoing, for purposes of Exhibit D(F) the term "subcontractor" shall include contracted providers.

84. "Substance Use Disorder Diagnoses" are those set forth in the Diagnostic and Statistical Manual of Mental Disorders Fifth Edition, published by the American Psychiatric Association.

85. "Substance Use Disorder Medical Director" has the same meaning as in 22 C.C.R. section 51000.24.4.

86. "Support Groups" means linkages to self-help and support, spiritual and faith-based support.

87. "Support Plan" means a list of individuals and/or organizations that can provide support and assistance to a member to maintain sobriety.

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88. "Telehealth" means contact with a member via synchronous audio and video by an LPHA, Peer Support Specialist, or registered or certified counselor and may be done in the community or the home.

89. "Telephone" means contact with a member via synchronous, real-time audio-only telecommunications systems.

90. "Therapy" means a service activity that is a therapeutic intervention that focuses primarily on symptom reduction and restoration of functioning as a means to improve coping and adaptation and reduce functional impairments. Therapeutic intervention includes the application of cognitive, affective, verbal or nonverbal, strategies based on the principles of development, wellness, adjustment to impairment, recovery and resiliency to assist a member in acquiring greater personal, interpersonal and community functioning or to modify feelings, thought processes, conditions, attitudes or behaviors which are emotionally, intellectually, or socially ineffective. These interventions and techniques are specifically implemented in the context of a professional clinical relationship. Therapy may be delivered to a member or group of members and may include family therapy directed at improving the member's functioning and at which the member is present. (State Plan, Supplement 3 to Attachment 3.1-A, page 2b [TN 22-0023].)

91. "Threshold Language" means a language that has been identified as the primary language, as indicated on the Medi-Cal Eligibility System (MEDS), of 3,000 members or five percent of the member population, whichever is lower, in an identified geographic area.

92. "Transportation Services" means provision of or arrangement for transportation to and from medically necessary treatment.

93. "Treatment Planning" means a service activity to develop or update a member's course of treatment, documentation of the recommended course of treatment, and monitoring a member's progress. (State Plan, Supplement 3 to Attachment 3.1-A, page 2b [TN 22-0023].)

94. "Tribal 638 Providers" –means Federally recognized Tribes or Tribal organizations that contract or compact with IHS to plan, conduct and administer one or more individual programs, functions, services or activities under Public Law 93-638.

    1) A Tribal 638 provider enrolled in Medi-Cal as an Indian Health Services-Memorandum of Agreement (IHS-MOA) provider must appear on the "List of American Indian Health Program Providers" set forth in APL 17-020, Attachment 1 in order to qualify for reimbursement as a Tribal 638 Provider under BHIN 22-020.

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2) A Tribal 638 provider enrolled in Medi-Cal as a Tribal Federally Qualified Health Center (FQHC) provider is governed by and must enroll in Medi-Cal consistent with the Tribal FQHC criteria established in the California State Plan, the Tribal FQHC section of the Medi-Cal provider manual, and APL 21-008. Tribal 638 providers enrolled in Medi-Cal as a Tribal FQHC must appear on the "List of Tribal Federally Qualified Health Center Providers," which is set forth on Attachment 2 to APL 21-008.

95. "Urban Indian Organizations (UIO)" – A Nonprofit corporate body situated in an urban center, governed by an urban Indian controlled board of directors, and providing for the maximum participation of all interested Indian groups and individuals, which body is capable of legally cooperating with other public and private entities for the purpose of performing the activities described in section 1653(a) of Title 25 of the Code of Federal Regulations.

96. "Urgent care" means a condition perceived by a member as serious, but not life threatening. A condition that disrupts normal activities of daily living and requires assessment by a health care provider and if necessary, treatment within 24-72 hours.

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1. "Assessment" means a service activity designed to collect information and evaluate the current status of a member's mental, emotional, or behavioral health to determine whether Rehabilitative Mental Health Services are medically necessary and to recommend or update a course of treatment for that member. Assessments shall be conducted and documented in accordance with applicable State and Federal statutes, regulations, and standards. (State Plan, Supplement 3 to Attachment 3.1-A, page 1 [TN 22-0023].)

2. "Adult Residential Treatment Services" are recovery focused rehabilitative services provided in a non-institutional, residential setting for members who would be at risk of hospitalization or other institutional placement if they were not in the residential treatment program. The service is available 24 hours a day, seven days a week and structured day and evening services are available all seven days. Adult residential treatment services must have a clearly established site for services although all services need not be delivered at that site and some service components may be delivered through telehealth or telephone. Services will not be claimable unless the member has been admitted to the program and there is face-to-face contact between the member and a treatment staff person of the facility on the day of the service. This service includes one or more of the following components: assessment, treatment planning, therapy, and psychosocial rehabilitation. (State Plan, Supplement 3 to Attachment 3.1-A, page 2f [TN 22-0023].)

3. "Community-Based Mobile Crisis Intervention Services (also referred to as "Mobile Crisis Services")" are services that provide rapid response, individual assessment and community-based stabilization to Medi-Cal members who are experiencing a behavioral health crisis. Mobile Crisis Services are designed to provide relief to members experiencing a behavioral health crisis, including through de-escalation and stabilization techniques; reduce the immediate risk of danger and subsequent harm; and avoid unnecessary emergency department care, psychiatric inpatient hospitalizations, and law enforcement involvement. Mobile Crisis Services include warm handoffs to appropriate settings and providers when the member requires additional stabilization and/or treatment services; coordination with and referrals to appropriate health, social and other services and supports, as needed, and short-term follow-up support to help ensure the crisis is resolved and the member is connected to ongoing care. Mobile Crisis Services are directed toward the member in crisis but may include contact with a family member(s) or other significant support collateral(s) if the purpose of the collateral's participation is to assist the member in addressing their behavioral health crisis and restoring the member to the highest possible functional level. Mobile crisis services are provided by a multidisciplinary mobile crisis team at the location where the member is experiencing the behavioral health crisis. Locations may include, but are not limited to, the member's home,

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school, or workplace, on the street, or where a member socializes. Mobile Crisis Services claimed under this option cannot be provided in hospitals or other facility settings. Mobile crisis services shall be available to members experiencing behavioral health crises 24 hours a day, 7 days a week, and 365 days a year.

4. "Crisis Intervention" is an unplanned, expedited service to or on behalf of, a member to address a condition that requires more timely response than a regularly scheduled visit. Crisis intervention is an emergency response service enabling a member to cope with a crisis, while assisting the member in regaining their status as a functioning community member. The goal of crisis intervention is to stabilize an immediate crisis within a community or clinical treatment setting. It may include contact with significant support persons or other collaterals if the purpose of their participation is to focus on the treatment of the member. This service includes one or more of the following service components: assessment, therapy, and referral and linkages. Crisis Intervention services may either be face-to-face or by telephone or telehealth and may be provided in a clinic setting or anywhere in the community. (State Plan, Supplement 3 to Attachment 3.1-A, page 2d [TN 22-0023].)

5. "Crisis Residential Treatment Services" are therapeutic or rehabilitative services provided in a non-institutional residential setting which provides a structured program (short term-3 months or less) as an alternative to hospitalization for members experiencing an acute psychiatric episode or crisis who do not have medical complications requiring nursing care. This service is available 24 hours a day, seven days a week and structured day and evening services are available all seven days. Crisis residential treatment services must have a clearly established site for services although all services need not be delivered at that site and some service components may be delivered through telehealth or telephone. Services will not be claimable unless the member has been admitted to the program and there is face-to-face contact between the member and a treatment staff person of the facility on the day of the service. This service includes one or more of the following: assessment, treatment planning, therapy, psychosocial rehabilitation, and crisis intervention. (State Plan, Supplement 3 to Attachment 3.1-A, page 2g [TN 22-0023].)

6. "Crisis Stabilization" is an unplanned, expedited service lasting less than 24 hours, to or on behalf of, a member to address an urgent condition that requiring immediate attention that cannot be adequately or safely addressed in a community setting. The goal of crisis stabilization is to avoid the need for inpatient services which, if the condition and symptoms are not treated, present an imminent threat to the member or others, or substantially increase the risk of the member becoming gravely disabled. Crisis stabilization must be provided on site at a licensed 24-hour health care facility, at a hospital based outpatient

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program (services in a hospital based outpatient program are provided in accordance with 42 CFR 440.20), or at a provider site certified by the Department of Health Care Services to perform crisis stabilization and some service components may be delivered through telehealth or telephone. Crisis stabilization is an all-inclusive program and no other Rehabilitative Mental Health Services are reimbursable during the same time period this service is reimbursed. Crisis stabilization may include contact with significant support persons or other collaterals if the purpose of their participation is to focus on the treatment of the member.

Medical backup services must be available either on site or by written contract or agreement with a general acute care hospital. Medical backup means immediate access within reasonable proximity to health care for medical emergencies. Medications must be available on an as needed basis and the staffing pattern must reflect this availability. All members receiving crisis stabilization must receive an assessment of their physical and mental health. This may be accomplished using protocols approved by a physician. If outside services are needed, a referral that corresponds with the member 's needs will be made, to the extent resources are available. This service includes one or more of the following service components: assessment, therapy, crisis intervention, medication support services, referral and linkages. (State Plan, Supplement 3 to Attachment 3.1-A, page 2e [TN 22-0023].)

7. "Day Rehabilitation" is a structured program which provides services to a distinct group of individuals. Day rehabilitation is intended to improve or restore personal independence and functioning necessary to live in the community or prevent deterioration of personal independence consistent with the principles of learning and development. Services are available for at least three hours each day. Day rehabilitation is a program that lasts less than 24 hours each day. Day rehabilitation may include contact with significant support persons or other collaterals if the purpose of their participation is to focus on the treatment of the member. This service includes one or more of the following service components: assessment, treatment planning, therapy, and psychosocial rehabilitation. (State Plan, Supplement 3 to Attachment 3.1-A, page 2c [TN 22-0023].)

8. "Day Treatment Intensive" is a structured, multi-disciplinary program of therapy that may be used as an alternative to hospitalization, or to avoid placement in a more restrictive setting, or to maintain the client in a community setting and which provides services to a distinct group of members who receive services for a at least three hours per day and lasts less than 24 hours each day. This service includes one or more of the following service components: assessment, treatment planning, therapy, and psychosocial rehabilitation. This service may include contact with significant support persons or other collaterals if the purpose

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of their participation is to focus on the treatment of the member. Day treatment intensive services must have a clearly established site for services although all services need not be delivered at that site and some service components may be delivered through telehealth or telephone. (State Plan, Supplement 3 to Attachment 3.1-A, page 2c [TN 22-0023].)

9. "Intensive Care Coordination (ICC)" is a targeted case management service that facilitates assessment of care planning for and coordination of services to members under age 21 who are eligible for the full scope of Medi-Cal services and who meet medical criteria to access SMHS. ICC service components include: assessing; service planning and implementation; monitoring and adapting; and transition. ICC services are provided through the principles of the Integrated Core Practice Model (ICPM), including the establishment of the Child and Family Team (CFT) to ensure facilitation of a collaborative relationship among a child, their family and involved child-serving systems. The CFT is comprised of – as appropriate, both formal supports, such as the care coordinator, providers, case managers from child-serving agencies, and natural supports, such as family members, neighbors, friends, and clergy and all ancillary individuals who work together to develop and implement the client plan and are responsible for supporting the child and family in attaining their goals. ICC also provides an ICC coordinator who:

    1) Ensures that medically necessary services are accessed, coordinated and delivered in a strength-based, individualized, family/child driven and culturally and linguistically competent manner and that services and supports are guided by the needs of the child;

    2) Facilitates a collaborative relationship among the child, their family and systems involved in providing services to the child;

    3) Supports the parent/caregiver in meeting their child's needs;

    4) Helps establish the CFT and provides ongoing support; and

    5) Organizes and matches care across providers and child serving systems to allow the child to be served in their community.

10. "Intensive Home Based Services (IHBS)" are individualized, strength-based interventions designed to ameliorate mental health conditions that interfere with a child's functioning and are aimed at helping the child build skills necessary for successful functioning in the home and community and improving the child's family's ability to help the child successfully function in the home and community. IHBS services are provided in accordance with the Integrated Core Practice Model (ICPM) by the Child and Family Team (CFT) in coordination with the family's overall service plan which may include IHBS. Service activities may

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include, but are not limited to assessment, treatment plan, therapy, rehabilitation and include contact with significant support persons or other collaterals if the purpose of their participation is to focus on the treatment of the member. IHBS is provided to members under 21 who are eligible for the full scope of Medi-Cal services and who meet the access criteria for SMHS.

11. "Medication Support Services" include prescribing, administering, dispensing and monitoring of psychiatric medications or biologicals that are necessary to alleviate the symptoms of mental illness. This service includes one or more of the following service components: evaluation of the need for medication; evaluation of clinical effectiveness and side effects; medication education including instruction in the use, risks and benefits of, and alternatives for medication; treatment planning. Medication support services may include contact with significant support persons or other collaterals if the purpose of their participation is to focus on the treatment of the member. This service may also include assessing the appropriateness of reducing medication usage when clinically indicated. Medication support services may be provided face-to-face, by telephone or by telehealth, and may be provided anywhere in the community. Medication support services may be delivered as a standalone service or as a component of crisis stabilization.

12. "Mental Health Services" are individual, group, or family-based interventions that are designed to provide a reduction of the member's mental or emotional disability, and restoration, improvement and/or preservation of individual and community functioning, and continued ability to remain in the community consistent with the goals of recovery, resiliency, learning, development, independent living, and enhanced self-sufficiency and that are not provided as components of adult residential services, crisis residential services, crisis intervention, crisis stabilization, day rehabilitation, or day treatment intensive. Mental health services may include contact with significant support persons or other collateral if the purpose of their participation is to focus on the treatment of the member. This service includes one or more of the following service components: assessment, treatment planning, therapy, and psychosocial rehabilitation. (State Plan, Supplement 3 to Attachment 3.1-A, page 2b [TN 22-0023].)

13. "Peer Support Services" are culturally competent individual and group services that promote recovery, resiliency, engagement, socialization, self-sufficiency, self-advocacy, development of natural supports, and identification of strengths through structured activities such as group and individual coaching to set recovery goals and identify steps to reach the goals. Services aim to prevent relapse, empower members through strength-based coaching, support linkages to community resources, and to educate members and their families about their

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conditions and the process of recovery. Peer support services may be provided with the member or significant support person(s) and may be provided in a clinical or non-clinical setting. Peer support services can include contact with family members or other collaterals if the purpose of the collateral's participation is to focus on the treatment needs of the member by supporting the achievement of the member's treatment goals.

1) Peer support services are based on an approved plan of care and may be delivered as a standalone service. Peer support services include one or more of the following service components:

2) Educational Skill Building Groups, which are groups provided in a supportive environment in which members and their families learn coping mechanisms and problem-solving skills in order to help the members achieve desired outcomes. These groups promote skill building for the members in the areas of socialization, recovery, self-sufficiency, self-advocacy, development of natural supports, and maintenance of skills learned in other support services.

3) Engagement, which means Peer Support Specialist led activities and coaching to encourage and support members to participate in behavioral health treatment. Engagement may include supporting members in their transitions and supporting members in developing their own recovery goals and processes.

4) Therapeutic Activity, which means structured non-clinical activity provided by a Peer Support Specialist to promote recovery, wellness, self-advocacy, relationship enhancement, development of natural supports, self-awareness and values, and the maintenance of community living skills to support the member's treatment to attain and maintain recovery within their communities. These activities may include, but are not limited to, advocacy on behalf of the member; promotion of self-advocacy; resource navigation; and collaboration with the members and others providing care or support to the member, family members, or significant support persons. (State Plan, Supplement 3 to Attachment 3.1-A, page 2 [TN 22-0023].)

14. "Psychiatric Health Facility Services" are therapeutic and/or rehabilitative services provided in a psychiatric health facility licensed by DHCS. Psychiatric health facilities are licensed to provide acute inpatient psychiatric treatment to individuals with major mental disorders. Psychiatric health facility services may include contact with significant support persons or other collaterals if the purpose of their participation is to focus on the treatment of the member. Services are provided in a psychiatric health facility under a multidisciplinary model and some

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service components may be delivered through telehealth or telephone. Psychiatric health facilities may only admit and treat patients who have no physical illness or injury that would require treatment beyond what ordinarily could be treated on an outpatient basis. Services include the following components: assessment, treatment planning, therapy, psychosocial rehabilitation, and crisis intervention. These services are separate from those categorized as "Psychiatric Inpatient Hospital". (State Plan, Supplement 3 to Attachment 3.1-A, page 2g [TN 22-0023].)

15. "Psychiatric Inpatient Hospital Services" include both acute psychiatric inpatient hospital services and administrative day services. Acute psychiatric inpatient hospital services are provided to members for whom the level of care provided in a hospital is medically necessary to diagnose or treat a covered mental illness. Administrative day services are inpatient hospital services provided to members who were admitted to the hospital for an acute psychiatric inpatient hospital service and the member's stay at the hospital must be continued beyond the member's need for acute psychiatric inpatient hospital services due to lack of residential placement options at non-acute residential treatment facilities that meet the needs of the member.

    Psychiatric inpatient hospital services are provided by SD/MC hospitals and FFS/MC hospitals. SMHS programs claim reimbursement for the cost of psychiatric inpatient hospital services provided by SD/MC hospitals through the SD/MC claiming system. FFS/MC hospitals claim reimbursement for the cost of psychiatric inpatient hospital services through the Fiscal Intermediary. SMHS programs are responsible for authorization of psychiatric inpatient hospital services reimbursed through either billing system. For SD/MC hospitals and FFS/MC hospitals, the daily rate does not include professional services, which are billed separately from the SD/MC and FFS/MC inpatient hospital services via the SD/MC claiming system.

16. "Psychosocial Rehabilitation" means a recovery or resiliency focused service activity which addresses a mental health need. This service activity provides assistance in restoring, improving, and/or preserving a member's functional, social, communication, or daily living skills to enhance self-sufficiency or self-regulation in multiple life domains relevant to the developmental age and needs of the member. Psychosocial rehabilitation includes assisting members to develop coping skills by using a group process to provide peer interaction and feedback in developing problem-solving strategies. In addition, psychosocial rehabilitation includes therapeutic interventions that utilize self-expression such as art, recreation, dance or music as a modality to develop or enhance skills. These interventions assist the member in attaining or restoring skills which enhance community functioning including problem solving, organization of

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thoughts and materials, and verbalization of ideas and feelings. Psychosocial rehabilitation also includes support resources, and/or medication education. Psychosocial rehabilitation may be provided to a member or a group of members. (State Plan, Supplement 3 to Attachment 3.1-A, page 2a [TN 22-0023].)

17. "Referral and Linkages" are services and supports to connect a member with primary care, specialty medical care, SUD treatment providers, mental health providers, and community-based services and supports. This includes identifying appropriate resources, making appointments, and assisting a member with a warm handoff to obtain ongoing support. (State Plan, Supplement 3 to Attachment 3.1-A, page 2b [TN 22-0023].)

18. "Targeted case management" is a service that assists a member in accessing needed medical, educational, social, prevocational, vocational, rehabilitative, or other community services. The service activities may include, but are not limited to, communication, coordination and referral; monitoring service delivery to ensure member access to services and the service delivery system; monitoring of the member's progress, placement services, and plan development. TCM services may be face-to-face or by telephone with the client or significant support persons and may be provided anywhere in the community. Additionally, services may be provided by any person determined by the SMHS program to be qualified to provide the service, consistent with the scope of practice and state law.

19. "Therapeutic Behavioral Services (TBS)" are intensive, individualized, short-term outpatient treatment interventions for members up to age 21. Individuals receiving these services have serious emotional disturbances (SED), are experiencing a stressful transition or life crisis and need additional short-term, specific support services.

20. "Therapeutic Foster Care (TFC) Services" model allows for the provision of short-term, intensive, highly coordinated, trauma informed and individualized specialty mental health services activities (plan development, rehabilitation and collateral) to children up to age 21 who have complex emotional and behavioral needs and who are placed with trained, intensely supervised and supported TFC parents. The TFC parent serves as a key participant in the therapeutic treatment process of the child. The TFC parent will provide trauma informed interventions that are medically necessary for the child. TFC is intended for children youth who require intensive and frequent mental health support in a family environment. The TFC service model allows for the provision of certain specialty mental health services activities (plan development, rehabilitation and collateral) available under the EPSDT benefit as a home-based alternative to high level care in institutional settings such as group homes and an alternative to Short Term Residential Therapeutic Programs (STRTPs).

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21. "Therapy" means a service activity that is a therapeutic intervention that focuses primarily on symptom reduction and restoration of functioning as a means to improve coping and adaptation and reduce functional impairments. Therapeutic intervention includes the application of cognitive, affective, verbal or nonverbal, strategies based on the principles of development, wellness, adjustment to impairment, recovery and resiliency to assist a member in acquiring greater personal, interpersonal and community functioning or to modify feelings, thought processes, conditions, attitudes or behaviors which are emotionally, intellectually, or socially ineffective. These interventions and techniques are specifically implemented in the context of a professional clinical relationship. Therapy may be delivered to a member or group of members and may include family therapy directed at improving the member's functioning and at which the member is present. (State Plan, Supplement 3 to Attachment 3.1-A, page 2b [TN 22-0023].)

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1. "Assessment" means activities to evaluate or monitor the status of a member's behavioral health and determine the appropriate level of care and course of treatment for that member. Assessments shall be conducted in accordance with applicable State and Federal laws, and regulations, and standards. Assessment may be initial and periodic, and may include contact with family members or other collaterals if the purpose of the collateral's participation is to focus on the treatment needs of the member. Assessment services may include one or more of the following components:

   A. Collection of information for assessment used in the evaluation and analysis of the cause or nature of the substance use disorder.

   B. Diagnosis of substance use disorders utilizing the current DSM and assessment of treatment needs for medically necessary treatment services. This may include a physical examination necessary for treatment and evaluation.

   C. Treatment planning, a service activity that consists of development and updates to documentation needed to plan and address the member's needs, planned interventions and to address and monitor a member's progress and restoration of member to their best possible functional level.

2. "Family Therapy" means a rehabilitative service that includes family members in the treatment process, providing education about factors that are important to the member's recovery as well as the holistic recovery of the family system. Family members can provide social support to the member and help motivate their loved one to remain in treatment. There may be times when, based on clinical judgment, the member is not present during the delivery of this service, but the service is for the direct benefit of the member.

3. "Group Counseling" consists of contacts with multiple members at the same time. Group Counseling shall focus on the needs of the participants. Group counseling means contacts in which one or more therapists or counselors treat two or more members at the same time with a maximum of 12 in the group, focusing on the needs of the individuals served. A member that is 17 years of age or younger shall not participate in group counseling with any participants who are 18 years of age or older. However, a member who is 17 years of age or younger may participate in group counseling with participants who are 18 years of age or older when the counseling is at a provider's certified school site.

4. "Individual Counseling" consists of contacts with a member. Individual counseling can include contact with family members or other collaterals if the purpose of the collateral's participation is to focus on the treatment needs of the member by supporting the achievement of the member's treatment goals. Individual

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counseling also includes preparing the beneficiary to live in the community, and providing linkages to treatment and services available in the community.

5. "Medical psychotherapy" means a counseling service to treat SUDs other than OUD conducted by the medical director of a Narcotic Treatment Program on a one-to-one basis with the member.

6. "Medication Services" means the prescription or administration of medication related to substance use disorder services, or the assessment of the side effects or results of the medication. Medication Services does not include MAT for Opioid Use Disorders (OUD) or MAT for Alcohol Use Disorders (AUD) and other Non-Opioid Substance Use Disorders. Medication Services includes prescribing, administering, and monitoring medications used in the treatment or management of SUD and/or withdrawal management not included in the definitions of MAT for OUD or MAT for AUD services.

7. "Medications for Addiction Treatment (also known as medication assisted treatment (MAT)) for Alcohol Use Disorders (AUD) and Non-Opioid Substance Use Disorders" includes all FDA-approved drugs and services to treat AUD and other non-opioid SUDs involving FDA-approved medications to treat AUD and non-opioid SUDs.

8. "Medications for Addiction Treatment (also known as medication assisted treatment (MAT)) for Opioid Use Disorders (OUD)" includes all medications approved under section 505 of the Federal Food, Drug, and Cosmetic Act (21 U.S.C. 355) and all biological products licensed under section 351 of the Public Health Service Act (42 U.S.C. 262) to treat opioid use disorders.

9. "Narcotic Treatment Program" or "NTP means an outpatient program that provides FDA-drugs approved to treat SUDs when ordered by a physician as medically necessary. NTPs are required to offer and prescribe medications including methadone, buprenorphine, naloxone and disulfiram. A member must receive at minimum fifty minutes of counseling sessions with a therapist or counselor for up to 200 minutes per calendar month, although additional services may be provided as medically necessary.

10. "Non-Perinatal Residential Program" services are provided in DHCS licensed residential facilities that also have DMC certification and have been designated by DHCS as capable of delivering care consistent with ASAM treatment criteria. These residential services are provided to the non-perinatal population and do not require the enhanced services found in the perinatal residential programs.

11. "Observation" means the process of monitoring the member's course of withdrawal. The Contractor shall ensure observation be conducted at the frequency required by applicable state and federal laws, regulations, and

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standards. This may include but is not limited to observation of the member's health status.

12. "Patient Education" means education for the member on addiction, treatment, recovery and associated health risks.

13. "Perinatal DMC Services" means covered services as well as parent/child habilitative and rehabilitative services; services access (i.e., provision or arrangement of transportation to and from medically necessary treatment); education to reduce harmful effects of alcohol and drugs on the parent and fetus or infant; and coordination of ancillary services (Cal. Code Regs., tit. 22, § 51341.1(c)(4)).

14. "Recovery monitoring" means recovery coaching, monitoring designed for the maximum reduction of the member's SUD.

15. "Recovery Services" means a DMC-ODS service designed to support recovery and prevent relapse with the objective of restoring the member to their best possible functional level. Recovery Services emphasize the member's central role in managing their health, use effective self-management support strategies, and organize internal and community resources to provide ongoing self-management support to members.

16. "Substance Use Disorder Crisis Intervention Services" means contacts with a member in crisis. A crisis means an actual relapse or an unforeseen event or circumstance which presents to the member an imminent threat of relapse. SUD Crisis Intervention Services shall focus on alleviating the crisis problem, be limited to the stabilization of the member's immediate situation, and be provided in the least intensive level of care that is medically necessary to treat their condition.

17. "Unit of Service" means:

    a. For care coordination, intensive outpatient treatment, outpatient services, Naltrexone treatment services, and recovery services contact with a member in 15-minute increments on a calendar day.

    b. For additional medication assisted treatment, physician services that includes ordering, prescribing, administering, and monitoring of all medications for SUDs per visit or in 15-minute increments.

    c. For narcotic treatment program services, a calendar month of treatment services provided pursuant to this section and 9 C.C.R., chapter 4, commencing with § 10000.

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d. For clinician consultation services, consulting with addiction medicine physicians, addiction psychiatrists or clinical pharmacists in 15-minute increments.

e. For residential services, providing 24-hour daily service, per member, per bed rate.

f. For withdrawal management per member per visit/daily unit of service.

Exhibit D
Special Terms and Conditions

The provisions herein apply to this Agreement **unless** the applicable conditions do not exist, the provisions are superseded by an alternate provision appearing elsewhere in this Agreement, or the provisions are removed by reference on the face of this Agreement.

The use of headings or titles throughout this exhibit is for convenience only and will not be used to interpret or to govern the meaning of any specific term or condition.

The terms "contract", "Contractor" and "Subcontractor" will also mean, "agreement", "grant", "grant agreement", "Grantee" and "Subgrantee" respectively.

The terms "California Department of Health Care Services", "California Department of Health Services", 'Department of Health Care Services", "Department of Health Services", "CDHCS", "DHCS", "CDHS", and "DHS" will all have the same meaning and refer to the California State agency that is a party to this Agreement.

This exhibit contains provisions that require strict adherence to various contracting laws and policies. Some provisions herein are conditional and only apply if specified conditions exist (i.e., agreement total exceeds a certain amount; agreement is federally funded, etc.).

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1. 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 will 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, Section503 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 will 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 will 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 Code of Federal Regulations (C.F.R.) 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 C.F.R. 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 canceled, 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 C.F.R. 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 C.F.R. 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.

2. Travel and Per Diem Reimbursement

(Applicable if travel and/or per diem expenses are reimbursed with agreement funds.)

Reimbursement for travel and per diem expenses from DHCS under this Agreement will, unless otherwise specified in this Agreement, be at the rates currently in effect, as established by the California Department of Human Resources (CalHR), for non-represented state employees as stipulated in DHCS' Travel Reimbursement Information Exhibit. If the CalHR rates change during the term of the Agreement, the new rates will apply upon their effective date and no amendment to this Agreement will be necessary. Exceptions to CalHR rates may be approved by DHCS upon the submission of a statement by the Contractor indicating that such rates are not available to the Contractor. No travel outside the State of California will be reimbursed without prior authorization from DHCS. Verbal authorization should be confirmed in writing. Written authorization may be in a form including fax or email confirmation.

3. Procurement Rules

(Applicable to agreements in which equipment/property, commodities and/or supplies are furnished by DHCS or expenses for said items are reimbursed by DHCS with state or federal funds provided under the Agreement.)

a. **Equipment/Property definitions**

Wherever the term equipment and/or property is used, the following definitions will apply:

1) **Major equipment/property**: A tangible or intangible item having a base unit cost of **$5,000 or more** with a life expectancy of one (1) year or more and is either furnished by DHCS or the cost is reimbursed through this Agreement. Software and videos are examples of intangible items that meet this definition.

2) **Minor equipment/property:** A tangible item having a base unit cost of less than $5,000 with a life expectancy of one (1) year or more and is either furnished by DHCS or the cost is reimbursed through this Agreement.

b. **Government and public entities (including state colleges/universities and auxiliary organizations),** whether acting as a contractor and/or subcontractor, may secure all commodities, supplies, equipment and services related to such purchases that are required in performance of this Agreement. Said procurements are subject to Paragraphs d through h of Provision 3. Paragraph c of Provision 3 will also apply, if equipment/property purchases are delegated to subcontractors that are nonprofit organizations or commercial businesses.

c. **Nonprofit organizations and commercial businesses,** whether acting as a contractor and/or subcontractor, may secure commodities, supplies, equipment/property and services related to such purchases for performance under this Agreement.

1) Equipment/property purchases must not exceed $50,000 annually.

   To secure equipment/property above the annual maximum limit of $50,000, the Contractor must make arrangements through the appropriate DHCS Program Contract Manager, to have all remaining equipment/property purchased through DHCS' Purchasing Unit. The cost of equipment/property purchased by or through DHCS will be deducted from the funds available in this Agreement. Contractor will submit to the DHCS Program Contract Manager a list of equipment/property specifications for those items that the State must procure. DHCS may pay the vendor directly for such arranged equipment/property purchases and title to the equipment/property will remain with DHCS. The equipment/property will be delivered to the Contractor's address, as stated on the face of the Agreement, unless the Contractor notifies the DHCS Program Contract Manager, in writing, of an alternate delivery address.

2) All equipment/property purchases are subject to Paragraphs d through h of Provision 3. Paragraph b of Provision 3 will also apply, if equipment/property purchases are delegated to subcontractors that are either a government or public entity.

3) Nonprofit organizations and commercial businesses must use a procurement system that meets the following standards:

   a) Maintain a code or standard of conduct that will govern the performance of its officers, employees, or agents engaged in awarding procurement contracts. No employee, officer, or agent will participate in the selection, award, or administration of a procurement, or bid contract in which, to his or her knowledge, he or she has a financial interest.

   b) Procurements must be conducted in a manner that provides, to the maximum extent practical, open, and free competition.

   c) Procurements must be conducted in a manner that provides for all of the following:

      i. Avoid purchasing unnecessary or duplicate items.

      ii. Equipment/property solicitations must be based upon a clear and accurate description of the technical requirements of the goods to be procured.

      iii. Take positive steps to utilize small and veteran owned businesses.

d. Unless waived or otherwise stipulated in writing by DHCS, prior written authorization from the appropriate DHCS Program Contract Manager will be required before the Contractor will be reimbursed for any purchase of $5,000 or more for commodities, supplies, equipment/property, and services related to such purchases. The Contractor must provide in its request for authorization all particulars necessary, as specified by DHCS, for evaluating the necessity or

desirability of incurring such costs. The term "purchase" excludes the purchase of services from a subcontractor and public utility services at rates established for uniform applicability to the general public.

e. In special circumstances, determined by DHCS (e.g., when DHCS has a need to monitor certain purchases, etc.), DHCS may require prior written authorization and/or the submission of paid vendor receipts for any purchase, regardless of dollar amount. DHCS reserves the right to either deny claims for reimbursement or to request repayment for any Contractor and/or subcontractor purchase that DHCS determines to be unnecessary in carrying out performance under this Agreement.

f. The Contractor and/or subcontractor must maintain a copy or narrative description of the procurement system, guidelines, rules, or regulations that will be used to make purchases under this Agreement. The State reserves the right to request a copy of these documents and to inspect the purchasing practices of the Contractor and/or subcontractor at any time.

g. For all purchases, the Contractor and/or subcontractor must maintain copies of all paid vendor invoices, documents, bids and other information used in vendor selection, for inspection or audit. Justifications supporting the absence of bidding (i.e., sole source purchases) must also be maintained on file by the Contractor and/or subcontractor for inspection or audit.

h. DHCS may, with cause (e.g., with reasonable suspicion of unnecessary purchases or use of inappropriate purchase practices, etc.), withhold, cancel, modify, or retract the delegated purchase authority granted under Paragraphs b and/or c of Provision 3 by giving the Contractor no less than 30 calendar days written notice.

4. Equipment / Property Ownership / Inventory / Disposition

(Applicable to agreements in which equipment/property is furnished by DHCS and/or when said items are purchased or reimbursed by DHCS with state or federal funds provided under the Agreement.)

a. Wherever the term equipment and/or property is used in Provision 4, the definitions in Paragraph a of Provision 3 will apply.

Unless otherwise stipulated in this Agreement, all equipment and/or property that is purchased/reimbursed with agreement funds or furnished by DHCS under the terms of this Agreement will be considered state equipment and the property of DHCS.

1) **Reporting of Equipment/Property Receipt**

DHCS requires the reporting, tagging and annual inventorying of all equipment and/or property that is furnished by DHCS or purchased/reimbursed with funds provided through this Agreement.

Upon receipt of equipment and/or property, the Contractor must report the receipt to the DHCS Program Contract Manager. To report the receipt of said items and to receive property tags, Contractor must use a form or format designated by DHCS' Asset Management Unit. If the appropriate form (i.e., Contractor Equipment Purchased with DHCS Funds) does not accompany this Agreement, Contractor must request a copy from the DHCS Program Contract Manager.

2) **Annual Equipment/Property Inventory**

If the Contractor enters into an agreement with a term of more than twelve months, the Contractor must submit an annual inventory of state equipment and/or property to the DHCS Program Contract Manager using a form or format designated by DHCS' Asset Management Unit. If an inventory report form (i.e., Inventory/Disposition of DHCS-Funded Equipment) does not accompany this Agreement, Contractor must request a copy from the DHCS Program Contract Manager. Contractor must:

a) Include in the inventory report, equipment and/or property in the Contractor's possession and/or in the possession of a subcontractor (including independent consultants).

b) Submit the inventory report to DHCS according to the instructions appearing on the inventory form or issued by the DHCS Program Contract Manager.

c) Contact the DHCS Program Contract Manager to learn how to remove, trade-in, sell, transfer or survey off, from the inventory report, expired equipment and/or property that is no longer wanted, usable or has passed its life expectancy. Instructions will be supplied by either the DHCS Program Contract Manager or DHCS' Asset Management Unit.

b. Title to State equipment and/or property will not be affected by its incorporation or attachment to any property not owned by the State.

c. Unless otherwise stipulated, DHCS will be under no obligation to pay the cost of restoration, or rehabilitation of the Contractor's and/or Subcontractor's facility which may be affected by the removal of any state equipment and/or property.

d. The Contractor and/or Subcontractor must maintain and administer a sound business program for ensuring the proper use, maintenance, repair, protection, insurance and preservation of state equipment and/or property.

1) In administering this provision, DHCS may require the Contractor and/or Subcontractor to repair or replace, to DHCS' satisfaction, any damaged, lost or stolen state equipment and/or property. In the event of state equipment and/or miscellaneous property theft, Contractor and/or Subcontractor must immediately file a theft report with the appropriate police agency or the California Highway Patrol and Contractor must promptly submit one copy of the theft report to the DHCS Program Contract Manager.

e. Unless otherwise stipulated by the Program funding this Agreement, equipment and/or property purchased/reimbursed with agreement funds or furnished by DHCS under the terms of this Agreement, must only be used for performance of this Agreement or another DHCS agreement.

f. Within sixty (60) calendar days prior to the termination or end of this Agreement, the Contractor must provide a final inventory report of equipment and/or property to the DHCS Program Contract Manager and must, at that time, query DHCS as to the requirements, including the manner and method, of returning state equipment and/or property to DHCS. Final disposition of equipment and/or property will be at DHCS expense and according to DHCS instructions. Equipment and/or property disposition instructions will be issued by DHCS immediately after receipt of the final inventory report. At the termination or conclusion of this Agreement, DHCS may at its discretion, authorize the continued use of state equipment and/or property for performance of work under a different DHCS agreement.

g. **Motor Vehicles**

(Applicable only if motor vehicles are purchased/reimbursed with agreement funds or furnished by DHCS under this Agreement.)

1) If motor vehicles are purchased/reimbursed with agreement funds or furnished by DHCS under the terms of this Agreement, within thirty (30) calendar days prior to the termination or end of this Agreement, the Contractor and/or Subcontractor must return such vehicles to DHCS and must deliver all necessary documents of title or registration to enable the proper transfer of a marketable title to DHCS.

2) If motor vehicles are purchased/reimbursed with agreement funds or furnished by DHCS under the terms of this Agreement, the State of California will be the legal owner of said motor vehicles and the Contractor will be the registered owner. The Contractor and/or a subcontractor may only use said vehicles for performance and under the terms of this Agreement.

3) The Contractor and/or Subcontractor agree that all operators of motor vehicles, purchased/reimbursed with agreement funds or furnished by DHCS under the terms of this Agreement, must hold a valid State of California driver's license. In the event that ten or more passengers are to be transported in any one vehicle, the operator must also hold a State of California Class B driver's license.

4) If any motor vehicle is purchased/reimbursed with agreement funds or furnished by DHCS under the terms of this Agreement, the Contractor and/or Subcontractor, as applicable, must provide, maintain, and certify that, at a minimum, the following type and amount of automobile liability insurance is in effect during the term of this Agreement or any extension period during which any vehicle remains in the Contractor's and/or Subcontractor's possession:

Automobile Liability Insurance

a) The Contractor, by signing this Agreement, hereby certifies that it possesses or will obtain automobile liability insurance in the amount of $1,000,000 per occurrence for bodily injury and property damage combined. Said insurance must be obtained and made effective upon the delivery date of any motor vehicle, purchased/reimbursed with agreement funds or furnished by DHCS under the terms of this Agreement, to the Contractor and/or Subcontractor.

b) The Contractor and/or Subcontractor must, as soon as practical, furnish a copy of the certificate of insurance to the DHCS Program Contract Manager. The certificate of insurance must identify the DHCS contract or agreement number for which the insurance applies.

c) The Contractor and/or Subcontractor agree that bodily injury and property damage liability insurance, as required herein, will remain in effect at all times during the term of this Agreement or until such time as the motor vehicle is returned to DHCS.

d) The Contractor and/or Subcontractor agree to provide, at least thirty (30) days prior to the expiration date of said insurance coverage, a copy of a new certificate of insurance evidencing continued coverage, as indicated herein, for not less than the remainder of the term of this Agreement, the term of any extension or continuation thereof, or for a period of not less than one (1) year.

e) The Contractor and/or Subcontractor, if not a self-insured government and/or public entity, must provide evidence, that any required certificates of insurance contain the following provisions:

   I. The insurer will not cancel the insured's coverage without giving thirty (30) calendar days prior written notice to the State (California Department of Health Care Services).

   II. The State of California, its officers, agents, employees, and servants are included as additional insureds, but only with respect to work performed for the State under this Agreement and any extension or continuation of this Agreement.

   III. The insurance carrier must notify the California Department of Health Care Services (DHCS), in writing, of the Contractor's failure to pay premiums; its cancellation of such policies; or any other substantial change, including, but not limited to, the status, coverage, or scope of the required insurance. Such notices will contain a reference to each agreement number for which the insurance was obtained.

f) The Contractor and/or Subcontractor is hereby advised that copies of certificates of insurance may be subject to review and approval by the Department of General Services (DGS), Office of Risk and Insurance

Management. The Contractor will be notified by DHCS, in writing, if this provision is applicable to this Agreement. If DGS approval of the certificate of insurance is required, the Contractor agrees that no work or services will be performed prior to obtaining said approval.

g) In the event the Contractor and/or Subcontractor fails to keep insurance coverage, as required herein, in effect at all times during vehicle possession, DHCS may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.

5. Subcontract Requirements

(Applicable to agreements under which services are to be performed by subcontractors including independent consultants.)

a. Prior written authorization will be required before the Contractor enters into or is reimbursed for any subcontract for services costing $5,000 or more. Except as indicated in Paragraph a(3) herein, when securing subcontracts for services exceeding $5,000, the Contractor must obtain at least three bids or justify a sole source award.

1) The Contractor must provide in its request for authorization, all information necessary for evaluating the necessity or desirability of incurring such cost.

2) DHCS may identify the information needed to fulfill this requirement.

3) Subcontracts performed by the following entities or for the service types listed below are exempt from the bidding and sole source justification requirements:

a) A local governmental entity or the federal government,

b) A State college or State university from any State,

c) A Joint Powers Authority,

d) An auxiliary organization of a California State University or a California community college,

e) A foundation organized to support the Board of Governors of the California Community Colleges,

f) An auxiliary organization of the Student Aid Commission established under Education Code § 69522,

g) Firms or individuals proposed for use and approved by DHCS' funding program via acceptance of an application or proposal for funding or pre/post contract award negotiations,

h) Entities and/or service types identified as exempt from advertising and competitive bidding in State Contracting Manual Volume 1 Chapter 5 Section 5.80 Subsection B.

i) Entities whose name and budgeted costs have been submitted to DHCS in response to a competitive Invitation for Bid or Request for Proposal.

b. Agreements with governmental or public entities and their auxiliaries, or a Joint Powers Authority

1) If the total amount of all subcontracts exceeds twenty-five percent (25%) of the total agreement amount or $50,000, whichever is less and each subcontract is not with an entity or of a service type described in paragraph a(3) herein, DHCS will:

a) Obtain approval from DGS to use said subcontracts, or

b) If applicable, obtain a certification from the prime Contractor indicating that each subcontractor was selected pursuant to a competitive bidding process requiring at least three bids from responsible bidders, or

c) Obtain attestation from the Secretary of the California Health and Human Services Agency attesting that the selection of the particular subcontractor(s) without competitive bidding was necessary to promote DHCS' program needs and was not done for the purpose of circumventing competitive bidding requirements.

2) When the conditions of b(1) apply, each subcontract that is not with a type of entity or of a service type described in paragraph a(3) herein, must not commence work before DHCS has obtained applicable prior approval to use said subcontractor. DHCS will inform the Contractor when DHCS has obtained appropriate approval to use said subcontractors.

c. DHCS reserves the right to approve or disapprove the selection of subcontractors and with advance written notice, require the substitution of subcontractors and require the Contractor to terminate subcontracts entered into in support of this Agreement.

1) Upon receipt of a written notice from DHCS requiring the substitution and/or termination of a subcontract, the Contractor must take steps to ensure the completion of any work in progress and select a replacement, if applicable, within 30 calendar days, unless a longer period is agreed to by DHCS.

2) The requirements specified in Provision 28 entitled, "Use of Disabled Veteran Business Enterprises (DVBEs)" will apply to the use and substitution of DVBE subcontractors.

3) The requirements specified in Provision 30 entitled, "Use of Small Business Subcontractors" will apply to the use and substitution of small business subcontractors.

d. Actual subcontracts (i.e., written agreement between the Contractor and a subcontractor) of $5,000 or more are subject to the prior review and written approval of DHCS. DHCS may, at its discretion, elect to waive this right. All such waivers must be confirmed in writing by DHCS.

e. Contractor must maintain a copy of each subcontract entered into in support of this Agreement and must, upon request by DHCS, make copies available for approval, inspection, or audit.

f. DHCS assumes no responsibility for the payment of subcontractors used in the performance of this Agreement. Contractor accepts sole responsibility for the payment of subcontractors used in the performance of this Agreement.

g. The Contractor is responsible for all performance requirements under this Agreement even though performance may be carried out through a subcontract.

h. When entering into a consulting agreement with DHCS, the contract must include detailed criteria and a mandatory progress schedule for the performance of the contract, and must require Contractor to provide a detailed analysis of the costs of performing the contract.

i. The Contractor must ensure that all subcontracts for services include provision(s) requiring compliance with applicable terms and conditions specified in this Agreement.

j. The Contractor agrees to include the following clause, relevant to record retention, in all subcontracts for services:

"(Subcontractor Name) agrees to maintain and preserve, until three years after termination of (Agreement Number) and final payment from 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 subcontract and to allow interviews of any employees who might reasonably have information related to such records."

k. Unless otherwise stipulated in writing by DHCS, the Contractor will be the subcontractor's sole point of contact for all matters related to performance and payment under this Agreement.

l. Contractor must, as applicable, advise all subcontractors of their obligations pursuant to the following numbered provisions of this Exhibit: 1, 2, 3, 4, 5, 6, 7, 8, 10, 11, 12, 13, 14, 17, 18, 19, 20, 32, 37, 38 and/or other numbered provisions herein that are deemed applicable.

6. Income Restrictions

Unless otherwise stipulated in this Agreement, the Contractor agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the Contractor under this Agreement must be paid by the Contractor to DHCS, to the extent that they are properly allocable to costs for which the Contractor has been reimbursed by DHCS under this Agreement.

7. Audit and Record Retention

(Applicable to agreements in excess of $10,000.)

a. The Contractor and/or Subcontractor must maintain books, records, documents, and other evidence, accounting procedures and practices, sufficient to properly reflect all direct and indirect costs of whatever nature claimed to have been incurred in the performance of this Agreement, including any matching costs and expenses. The foregoing constitutes "records" for the purpose of this provision.

b. The Contractor's 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 must be subject at all reasonable times to inspection, audit, and reproduction.

c. Contractor agrees that DHCS, DGS, the California State Auditor, or their designated representatives including, but not limited to, the Comptroller General of the United States will 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 (Gov. Code) § 8546.7, Title 2 Code of California Regulations (C.C.R.), § 1896.77 and other applicable State laws.) The Contractor must comply with the above and be aware of the penalties for violations of fraud and for obstruction of an investigation under applicable State laws.

d. The Contractor and/or Subcontractor must 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 (Mil. & Vet. 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 (1) or (2) below.

    1) If this Agreement is completely or partially terminated, the records relating to the work terminated must be preserved and made available for a period of three years from the date of any resulting final settlement.

    2) If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the three-year period, the records must be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular three-year period, whichever is later.

e. The Contractor 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. For agreements with non-profit entities funded in part or whole with federal funds in the amount of $750,000 or more, the Contractor must, if applicable, comply with the Single Audit Act and the audit requirements set forth in 2 C.F.R. § 200.501 et seq.

g. For Direct Service Contracts as defined in Health & Saf. Code § 38040 in the amount of $25,000 or more, the Contract must comply with the audit requirements set forth in Health & Saf. Code § 38040.

8. Site Inspection

The State, through any authorized representatives, has the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed hereunder including subcontract supported activities and the premises in which it is being performed. If any inspection or evaluation is made of the premises of the Contractor or Subcontractor, the Contractor must provide and must 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 will be performed in such a manner as will not unduly delay the work.

9. 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. DHCS 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.

10. Termination

a. **For Cause**

The State may terminate this Agreement, in whole or in part, and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination, the State may proceed with the work in any manner deemed proper by the State. All costs to the State will be deducted from any sum due the Contractor under this Agreement and the balance, if any, will be paid to the Contractor upon demand. If this Agreement is terminated, in whole or in part, the State may require the Contractor to transfer title, or in the case of licensed software, license, and deliver to the State any completed deliverables, partially completed deliverables, and any other materials, related to the terminated portion of the Contract, including but not limited to, computer programs, data files, user and operations manuals, system and program documentation, training programs related to the operation and maintenance of the system, and all information necessary for the reimbursement of any outstanding Medicaid claims. The State will pay contract price for completed deliverables delivered and accepted and items the State requires the Contractor to transfer as described in this paragraph above.

b. **For Convenience**

The State retains the option to terminate this Agreement, in whole or in part, without cause, at the State's convenience, without penalty, provided that written notice has been delivered to the Contractor at least thirty (30) calendar days prior to such termination date. In the event of termination, in whole or in part, under this paragraph, the State may require the Contractor to transfer title, or in the case of licensed software, license, and deliver to the State any completed deliverables, partially completed deliverables, and any other materials related to the terminated portion of the Contract including but not limited to, computer programs, data files, user and operations manuals, system and program documentation, training programs related to the operation and maintenance of the system, and all information necessary for the reimbursement of any outstanding Medicaid claims. The Contractor will be entitled to compensation upon submission of an invoice and proper proof of claim for the services and products satisfactorily rendered, subject to all payment provisions of the Agreement. Payment is limited to expenses necessarily incurred pursuant to this Agreement up to the date of termination.

11. Intellectual Property Rights

(Applicable to all agreements that may be fund, in whole or part, the creation and development Intellectual Property.)

a. The State will be the owner of all rights, title, and interest in any and all intellectual property or other products or materials created or developed pursuant to this Agreement, whether or not published, produced, manufactured or distributed. The copyright, patent and/or other intellectual property rights to any and all products created, provided or developed, in whole or part, under this Agreement, whether or not published, produced, manufactured or distributed belongs to the State from the moment of creation.

b. The State retains all rights to use, reproduce, distribute, or display any products or materials created, provided, developed, or produced under this Agreement and any derivative products based on Agreement products or materials, as well as all other rights, privileges, and remedies granted or reserved to a copyright, patent, service mark or trademark owner under statutory and common law.

c. Contractor agrees to cooperate with State and to execute any document(s) that may be necessary to give the foregoing provisions full force and effect, including but not limited to, an assignment of trademark, copyright or patent rights. Contractor, subject to reasonable availability, agrees to give testimony and take all further acts necessary to acquire, transfer, maintain, and enforce the State's intellectual property rights and interest.

d. Contractor agrees to cooperate with the State in assuring the State's sole rights against third parties with respect to the Intellectual Property. If the Contractor enters into any agreements or subcontracts with other parties in order to perform this Agreement, Contractor must require the terms of the Agreement(s) to include all Intellectual Property provisions. Such terms must include, but are not limited to, the subcontractor assigning and agreeing to assign to the State all rights, title and interest in Intellectual Property conceived, developed, derived from, or reduced to practice by the subcontractor, Contractor or the State and which result from this Agreement or any subcontract.

e. Contractor agrees not to incorporate into or make the works developed, dependent upon any original works of authorship or Intellectual Property Rights of third parties without first (a) obtaining State's prior written permission, and (b) granting to or obtaining for State, without additional compensation, a nonexclusive, royalty-free, paid-up, irrevocable, perpetual, world-wide license, to use, reproduce, sell, modify, publicly and privately display and distribute, for any purpose whatsoever, any such prior works.

f. Contractor will retain title to all of its Intellectual Property to the extent such intellectual Property is in existence prior to the effective date of this Agreement. **Unless otherwise specified in the Statement of Work in contracts other than those funded, in part or whole, by federal funds (see paragraph k below)**, Contractor hereby grants to DHCS, without additional compensation, a permanent, non-exclusive, royalty free, paid-up, worldwide, irrevocable, perpetual, non-terminable license to use, reproduce, manufacture, sell, offer to sell, import, export, modify, publicly and privately display/perform, distribute, and dispose Contractor's Intellectual Property with the right to sublicense through multiple layers, for any purpose whatsoever, to the extent it is incorporated in

the Intellectual Property resulting from this Agreement. Proprietary software packages that are provided at established catalog or market prices and sold or leased to the general public will not be subject to this license provision.

g. In the case of copyrighted materials, all materials distributed under the terms of this Agreement, and any reproductions or derivative works thereof, must include a notice of copyright in a place that can be visually perceived at the direction of the State. This notice must be placed prominently on products or materials and set apart from other matter on the page or medium where it appears. The notice "Copyright" or "©", the year in which the work was first created, and the Department of Health Care Services DHCS", or other appropriate mark as directed by DHCS, must be included on any such products or materials.

h. Contractor represents and warrants that:

1) It is free to enter into and fully perform this Agreement.

2) It has secured and will secure all rights and licenses necessary for its performance of this Agreement.

3) Neither Contractor's performance of this Agreement, nor the exercise by either Party of the rights granted in this Agreement, nor any use, reproduction, manufacture, sale, offer to sell, import, export, modification, public and private display/performance, distribution, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or the State and which result directly or indirectly from this Agreement will infringe upon or violate any Intellectual Property right, non-disclosure obligation, or other proprietary right or interest of any third-party or entity now existing under the laws of, or hereafter existing or issued by, any State, the United States, or any foreign country. There is currently no actual or threatened claim by any such third party based on an alleged violation of any such right by Contractor.

4) Neither Contractor's performance nor any part of its performance will violate the right of privacy of or constitute a libel or slander against any person or entity.

5) It has secured and will secure all rights and licenses necessary for Intellectual Property including, but not limited to, consents, waivers or releases from all authors of music or performances used, and talent (radio, television and motion picture talent), owners of any interest in and to real property, sites, locations, property or props that may be used or shown.

6) It has not granted and will not grant to any person or entity any right that would or might derogate, encumber, or interfere with any of the rights granted to the State in this Agreement.

7) It has appropriate systems and controls in place to ensure that State funds will not be used in the performance of this Agreement for the acquisition,

operation or maintenance of computer software in violation of copyright laws.

8) It has no knowledge of any outstanding claims, licenses or other charges, liens, or encumbrances of any kind or nature whatsoever that could affect in any way Contractor's performance of this Agreement.

i. THE STATE MAKES NO WARRANTY THAT THE INTELLECTUAL PROPERTY RESULTING FROM THIS AGREEMENT DOES NOT INFRINGE UPON ANY PATENT, TRADEMARK, COPYRIGHT OR THE LIKE, NOW EXISTING OR SUBSEQUENTLY ISSUED.

j. INTELLECTUAL PROPERTY INDEMNITY

1) Contractor must indemnify, defend and hold harmless the State and its licensees and assignees, and its officers, directors, employees, agents, representatives, successors, and users of its products, ("Indemnitees") or proceeding, commenced or threatened) to which any of the Indemnitees may be subject, whether or not Contractor is a party to any pending or threatened litigation, which arise out of or are related to (i) the incorrectness or breach of any of the representations, warranties, covenants or agreements of Contractor pertaining to Intellectual Property; or (ii) any Intellectual Property infringement, or any other type of actual or alleged infringement claim, arising out of the State's use, reproduction, manufacture, sale, offer to sell, distribution, import, export, modification, public and private performance/display, license, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or the State and which result directly or indirectly from this Agreement. This indemnity obligation will apply irrespective of whether the infringement claim is based on a patent, trademark or copyright registration that issued after the effective date of this Agreement. The State reserves the right to participate in and/or control, at Contractor's expense, any such infringement action brought against the State.

2) Should any Intellectual Property licensed by the Contractor to the State under this Agreement become the subject of an Intellectual Property infringement claim, Contractor will exercise its authority reasonably and in good faith to preserve the State's right to use the licensed Intellectual Property in accordance with this Agreement at no expense to the State. The State will have the right to monitor and appear through its own counsel (at Contractor's expense) in any such claim or action. In the defense or settlement of the claim, Contractor may obtain the right for the State to continue using the licensed Intellectual Property; or replace or modify the licensed Intellectual Property so that the replaced or modified Intellectual Property becomes non-infringing provided that such replacement or modification is functionally equivalent to the original licensed Intellectual Property. If such remedies are not reasonably available, the State will be entitled to a refund of all monies paid under this Agreement, without restriction or limitation of any other rights and remedies available at law or in

equity.

3) Contractor agrees that damages alone would be inadequate to compensate the State for breach of any term of this Intellectual Property attachment by Contractor. Contractor acknowledges the State would suffer irreparable harm in the event of such breach and agrees the State will be entitled to obtain equitable relief, including without limitation an injunction, from a court of competent jurisdiction, without restriction or limitation of any other rights and remedies available at law or in equity.

k. If this Agreement is funded in whole or part by federal funds, the State will retain all Intellectual Property rights, title, and ownership, which result directly or indirectly from the Agreement pursuant to applicable federal law including, but not limited to, 45 C.F.R. § 75.322 and 45 C.F.R. § 95.617, except as provided in 37 C.F.R. Part 401.14. However, the federal government will have a non-exclusive, nontransferable, irrevocable, paid-up license throughout the world to use, duplicate, or dispose of such Intellectual Property throughout the world in any manner for governmental purposes and to have and permit others to do so.

l. The provisions set forth herein will survive any termination or expiration of this Agreement.

12. 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 U.S.C. § 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.

13. Prior Approval of Training Seminars, Workshops or Conferences

Contractor must obtain prior DHCS approval of the location, costs, dates, agenda, instructors, instructional materials, and attendees at any reimbursable training seminar, workshop, or conference conducted pursuant to this Agreement and of any reimbursable publicity or educational materials to be made available for distribution. The Contractor must acknowledge the support of the State whenever publicizing the work under this Agreement in any media. This provision does not apply to necessary staff meetings or training sessions held for the staff of the Contractor or Subcontractor to conduct routine business matters.

14. Confidentiality of Information

a. The Contractor and its employees, agents, or subcontractors must protect from unauthorized disclosure names and other identifying information concerning persons either receiving services pursuant to this Agreement or persons whose names or identifying information become available or are disclosed to the Contractor, its employees, agents, or subcontractors as a result of services performed under this Agreement, except for statistical information not identifying any such person.

b. The Contractor and its employees, agents, or subcontractors must not use such identifying information for any purpose other than carrying out the Contractor's obligations under this Agreement.

c. The Contractor and its employees, agents, or subcontractors must promptly transmit to the DHCS Program Contract Manager all requests for disclosure of such identifying information not emanating from the client or person.

d. The Contractor must not disclose, except as otherwise specifically permitted by this Agreement or authorized by the client, any such identifying information to anyone other than DHCS without prior written authorization from the DHCS Program Contract Manager, except if disclosure is required by State or Federal law.

e. For purposes of this provision, identity will include, but not be limited to name, identifying number, symbol, or other identifying particular assigned to the individual, such as finger or voice print or a photograph.

f. As deemed applicable by DHCS, this provision may be supplemented by additional terms and conditions covering personal health information (PHI) or personal, sensitive, and/or confidential information (PSCI). Said terms and conditions will be outlined in one or more exhibits that will either be attached to this Agreement or incorporated into this Agreement by reference.

15. Documents, Publications and Written Reports

(Applicable to agreements over $5,000 under which publications, written reports and documents are developed or produced. Gov. Code § 7550.)

Any document, publication or written report (excluding progress reports, financial reports and normal contractual communications) prepared as a requirement of this Agreement must contain, in a separate section preceding the main body of the document, the number and dollar amounts of all contracts or agreements and subcontracts relating to the preparation of such document or report, if the total cost for work by nonemployees of the State exceeds $5,000.

16. Dispute Resolution Process

a. A Contractor grievance exists whenever there is a dispute arising from DHCS' action in the administration of an agreement. If there is a dispute or grievance

between the Contractor and DHCS, the Contractor must seek resolution using the procedure outlined below.

1) The Contractor should first informally discuss the problem with the DHCS Program Contract Manager. If the problem cannot be resolved informally, the Contractor must direct its grievance together with any evidence, in writing, to the program Branch Chief. The grievance must state the issues in dispute, the legal authority or other basis for the Contractor's position and the remedy sought. The Branch Chief will render a decision within ten (10) working days after receipt of the written grievance from the Contractor. The Branch Chief will respond in writing to the Contractor indicating the decision and reasons therefore. If the Contractor disagrees with the Branch Chief's decision, the Contractor may appeal to the second level.

2) When appealing to the second level, the Contractor must prepare an appeal indicating the reasons for disagreement with Branch Chief's decision. The Contractor must include with the appeal a copy of the Contractor's original statement of dispute along with any supporting evidence and a copy of the Branch Chief's decision. The appeal must be addressed to the Deputy Director of the division in which the branch is organized within ten (10) working days from receipt of the Branch Chief's decision. The Deputy Director of the division in which the branch is organized or his/her designee will meet with the Contractor to review the issues raised. A written decision signed by the Deputy Director of the division in which the branch is organized or his/her designee will be directed to the Contractor within twenty (20) working days of receipt of the Contractor's second level appeal. The decision rendered by the Deputy Director or his/her designee will be the final administrative determination by the Department.

b. Unless otherwise stipulated in writing by DHCS, all dispute, grievance and/or appeal correspondence will be directed to the DHCS Program Contract Manager.

c. There are organizational differences within DHCS' funding programs and the management levels identified in this dispute resolution provision may not apply in every contractual situation. When a grievance is received and organizational differences exist, the Contractor will be notified in writing by the DHCS Program Contract Manager of the level, name, and/or title of the appropriate management official that is responsible for issuing a decision at a given level.

e. Notwithstanding any dispute, the Contractor shall diligently continue performance of the Contract (including matters subject to dispute to the maximum extent possible).

17. Subrecipient Compliance

(Applicable to agreements in which a Subrecipient receives federal funding. This does not apply to Medi-Cal programs.)

Per 2 C.F.R. § 200.93, a Subrecipient is a non-federal entity that receives a subaward from a pass-through entity to carry out part of a federal award. Subrecipients must comply with certain requirements, including without limitation, audit requirements, as set forth in 2 C.F.R. Part 200, as applicable to Subrecipients. Subrecipients may be subject to applicable monitoring activities by DHCS as required in 2 C.F.R. § 200.332.

18. Human Subjects Use Requirements

(Applicable only to federally funded agreements/grants in which performance, directly or through a subcontract/subaward, includes any tests or examination of materials derived from the human body.)

By signing this Agreement, Contractor agrees that if any performance under this Agreement or any subcontract includes any tests or examination of materials derived from the human body for the purpose of providing information, diagnosis, prevention, treatment or assessment of disease, impairment, or health of a human being, all locations at which such examinations are performed shall meet the requirements of 42 U.S.C. § 263a (CLIA) and the regulations thereunder.

19. Debarment and Suspension Certification

(Applicable to all agreements funded in part or whole with federal funds.)

a. By signing this Agreement, the Contractor/Grantee agrees to comply with applicable federal suspension and debarment regulations including, but not limited to 2 C.F.R. Part 180, 2 C.F.R. Part 376.

b. By signing this Agreement, the Contractor certifies to the best of its knowledge and belief, that it and its principals:

   1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;

   2) Have not within a three-year period preceding this application/proposal/agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) violation of Federal or State antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, obstruction of justice, or the commission of any other offense indicating a lack of business integrity or business honesty that seriously affects its business honesty;

   3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in Paragraph b(2) herein; and

4) Have not within a three-year period preceding this application/proposal/agreement had one or more public transactions (Federal, State or local) terminated for cause or default.

5) Have not, within a three-year period preceding this application/proposal/agreement, engaged in any of the violations listed under 2 C.F.R. Part 180, Subpart C as supplemented by 2 C.F.R. Part 376.

6) Shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under federal regulations (i.e., 48 C.F.R .part 9, subpart 9.4), debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction, unless authorized by the State.

7) Will include a clause entitled, "Debarment and Suspension Certification" that essentially sets forth the provisions herein, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

c. If the Contractor is unable to certify to any of the statements in this certification, the Contractor must submit an explanation to the DHCS Program Contract Manager.

d. The terms and definitions herein have the meanings set out in 2 C.F.R. Part 180 as supplemented by 2 C.F.R. Part 376.

e. If the Contractor knowingly violates this certification, in addition to other remedies available to the Federal Government, the DHCS may terminate this Agreement for cause or default.

20. Smoke-Free Workplace Certification

(Applicable to federally funded agreements/grants and subcontracts/subawards, that provide health, day care, early childhood development services, education or library services to children under 18 directly or through local governments.)

a. Public Law 103-227, also known as the Pro-Children Act of 1994 (Act), requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, early childhood development services, education or library services to children under the age of 18, if the services are funded by federal programs either directly or through state or local governments, by federal grant, contract, loan, or loan guarantee. The law also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The law does not apply to children's services provided in private residences; portions of facilities used for inpatient drug or alcohol treatment; service providers whose sole source of applicable federal funds is Medicare or Medicaid; or facilities where WIC coupons are redeemed.

b. Failure to comply with the provisions of the law may result in the imposition of a civil monetary penalty of up to $1,000 for each violation and/or the imposition of

an administrative compliance order on the responsible party.

c. By signing this Agreement, Contractor or Grantee certifies that it will comply with the requirements of the Act and will not allow smoking within any portion of any indoor facility used for the provision of services for children as defined by the Act. The prohibitions herein are effective December 26, 1994.

d. Contractor or Grantee further agrees that it will insert this certification into any subawards (subcontracts or subgrants) entered into that provide for children's services as described in the Act.

21. Drug Free Workplace Act of 1988

The Federal government implemented the Drug Free Workplace Act of 1988 in an attempt to address the problems of drug abuse on the job. It is a fact that employees who use drugs have less productivity, a lower quality of work, and a higher absenteeism, and are more likely to misappropriate funds or services. From this perspective, the drug abuser may endanger other employees, the public at large, or themselves. Damage to property, whether owned by this entity or not, could result from drug abuse on the job. All these actions might undermine public confidence in the services this entity provides. Therefore, in order to remain a responsible source for government contracts, the following guidelines have been adopted:

a. The unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the workplace.

b. Violators may be terminated or requested to seek counseling from an approved rehabilitation service.

c. Employees must notify their employer of any conviction of a criminal drug statue no later than five days after such conviction.

d. Although alcohol is not a controlled substance, it is nonetheless a drug. It is the policy that abuse of this drug will also not be tolerated in the workplace.

e. Contractors of federal agencies are required to certify that they will provide drug-free workplaces for their employees.

22. Covenant Against Contingent Fees

(Applicable only to federally funded agreements.)

The Contractor warrants that no person or selling agency has been employed or retained to solicit/secure this Agreement upon an agreement of understanding for a commission, percentage, brokerage, or contingent fee, except *bona fide* employees or *bona fide* established commercial or selling agencies retained by the Contractor for the purpose of securing business. For breach or violation of this warranty, DHCS will have the right to annul this Agreement without liability or in its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full

amount of such commission, percentage, and brokerage or contingent fee.

23. Payment Withholds

(Applicable only if a final report is required by this Agreement. Not applicable to government entities.)

Unless waived or otherwise stipulated in this Agreement, DHCS may, at its discretion, withhold 10 percent (10%) of the face amount of the Agreement, 50 percent (50%) of the final invoice, or $3,000 whichever is greater, until DHCS receives a final report that meets the terms, conditions and/or scope of work requirements of this Agreement.

24. Progress Reports or Meetings

(Applicable to consultant service agreements and, at DHCS' option, other agreements.)

a. Contractor shall submit progress reports or attend meetings with state personnel at intervals determined by DHCS to determine if the Contractor is on the right track, whether the project is on schedule, provide communication of interim findings, and afford occasions for airing difficulties or special problems encountered so that remedies can be developed quickly.

b. At the conclusion of this Agreement and if applicable, Contractor shall hold a final meeting at which Contractor shall present any findings, conclusions, and recommendations. If required by this Agreement, Contractor shall submit a comprehensive final report.

25. Performance Evaluation

a. For all consultant service agreements of $5000 or more:

   1) The Contractor's performance under this Agreement will be evaluated at the conclusion of the term of this Agreement. The evaluation will include, but not be limited to:

      a) Whether the contracted work or services were completed as specified in the Agreement and reasons for and amount of any cost overruns.

      b) Whether the contracted work or services met the quality standards specified in the Agreement.

      c) Whether the Contractor fulfilled all requirements of the Agreement and if not, in what ways the Contractor did not fulfill the contract.

      d) Factors outside the control of the Contractor, which caused difficulties in Contractor performance. Factors outside the control of the Contractor will not include a Subcontractor's poor performance.

      e) Other information the awarding agency may require.

      f) How the Contract results and findings will be utilized to meet the agency goals.

2) The evaluation of the Contractor will not be a public record.

b. For all other agreements except grant agreements:

DHCS may, at its discretion, evaluate the performance of the Contractor at the conclusion of this Agreement. If performance is evaluated, the evaluation will not be a public record and will remain on file with DHCS. Negative performance evaluations may be considered by DHCS prior to making future contract awards.

26. Officials Not to Benefit

No members of or delegate of Congress or the State Legislature will be admitted to any share or part of this Agreement, or to any benefit that may arise therefrom. This provision will not be construed to extend to this Agreement if made with a corporation for its general benefits.

27. Prohibited Use of State Funds for Software

(Applicable to agreements in which computer software is used in performance of the work.)

Contractor certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.

28. Use of Disabled Veteran's Business Enterprises (DVBE)

(Applicable to agreements over $10,000 in which the Contractor committed to achieve DVBE participation. Not applicable to agreements and amendments specifically exempted from DVBE requirements by DHCS.)

a. The State Legislature has declared that a fair portion of the total purchases and contracts or subcontracts for property and services for the State be placed with disabled veteran business enterprises.

b. All DVBE participation attachments, however labeled, completed as a condition of bidding, contracting, or amending a subject agreement, are incorporated herein and made a part of this Agreement by this reference.

c. Contractor agrees to use the proposed DVBEs, as identified in previously submitted DVBE participation attachments. Contractor understands and agrees to comply with the requirements set forth in Mil. & Vet. Code § 999 et seq. in that should award of this Contract be based on part on its commitment to use the DVBE subcontractor(s) identified in its bid or offer, per Mil. & Vet. Code § 999.5(g), a DVBE subcontractor may only be replaced by another DVBE subcontractor and must be approved by both DHCS and the DGS prior to the commencement of any work by the proposed subcontractor. Changes to the scope of work that impact the DVBE subcontractor(s) identified in the bid or offer and approved DVBE substitutions will be documented by contract amendment.

d. Requests for DVBE subcontractor substitution must include:

   1) A written explanation of the reason for the DVBE substitution.

   2) A written description of the business enterprise that will be substituted, including its DVBE certification status and contact information.

   3) A written description of the work to be performed by the substituted DVBE subcontractor and an identification of the percentage share/dollar amount of the overall contract that the substituted subcontractor will perform.

   4) One or more of the permissible justifications for substituting a DVBE subcontractor as found in 2 C.C.R. § 1896.73(g).

e. Failure of the Contractor to seek substitution and adhere to the DVBE participation level identified in the bid or offer may be cause for contract termination, recovery of damages under rights and remedies due to the State, and penalties as outlined in Mil. & Vet. Code§ 999.9 and other applicable State laws.

f. Upon completion of this Contract, DHCS requires the Contractor to certify using the Prime Contractor's Certification – DVBE Subcontracting Report (STD 817), all of the following:

   1) The total amount the prime Contractor received under the Agreement;

   2) The name, address, Contract number and certification ID Number of the DVBE(s) that participated in the performance of this Contract;

   3) The amount and percentage of work the prime Contractor committed to provide to one or more DVBE(s) under the requirements of the Contract and the total payment each DVBE received from the prime Contractor;

   4) That all payments under the Contract have been made to the DVBE(s); and

   5) The actual percentage of DVBE participation that was achieved. Upon request, the prime Contractor must provide proof of payment for the work.

g. If for this Contract the Contractor made a commitment to achieve the DVBE participation goal, the Department will withhold $10,000 from the final payment, or the full payment if less than $10,000, until the Contractor complies with the certification requirements above. A Contractor that fails to comply with the certification requirement must, after written notice, be allowed to cure the defect. Notwithstanding any other law, if, after at least 15 calendar days but not more than 30 calendar days from the date of written notice, the prime Contractor refuses to comply with the certification requirements, DHCS will permanently deduct $10,000 from the final payment, or the full payment if less than $10,000. (Mil. & Vet. Code § 999.7.)

h. A person or entity that knowingly provides false information will be subject to a

civil penalty for each violation. (Mil. & Vet. Code § 999.5(d); Govt. Code § 14841.)

i. Contractor agrees to comply with the rules, regulations, ordinances, and statutes that apply to the DVBE program as defined in § 999 of the Mil. & Vet. Code, including, but not limited to, the requirements of § 999.5(d).

29. Use of Small, Minority Owned and Women's Businesses

(Applicable to that portion of an agreement that is federally funded and entered into with institutions of higher education, hospitals, nonprofit organizations or commercial businesses.)

Positive efforts must be made to use small businesses, minority-owned firms and women's business enterprises, whenever possible (i.e., procurement of goods and/or services). Contractors must take all of the following steps to further this goal.

a. Ensure that small businesses, minority-owned firms and women's business enterprises are used to the fullest extent practicable.

b. Make information on forthcoming purchasing and contracting opportunities available and arrange time frames for purchases and contracts to encourage and facilitate participation by small businesses, minority-owned firms and women's business enterprises.

c. Consider in the contract process whether firms competing for larger contracts intend to subcontract with small businesses, minority-owned firms, and women's business enterprises.

d. Encourage contracting with consortiums of small businesses, minority-owned firms and women's business enterprises when a contract is too large for one of these firms to handle individually.

e. Use the services and assistance, as appropriate, of such organizations as the Federal Small Business Administration and the U.S. Department of Commerce's Minority Business Development Agency in the solicitation and utilization of small businesses, minority-owned firms and women's business enterprises.

30. Use of Small Business Subcontractors

(Only applicable to agreements awarded in part due to the granting of small business preference where the Contractor committed to use small business subcontractors for at least 25% of the initial contract cost or amount bid.)

a. All Small Business Preference Request attachments and Small Business Subcontractor/Supplier Acknowledgment attachments, however labeled, completed as a condition of bidding, are incorporated herein, and made a part of this Agreement by this reference.

b. Contractor agrees to use each small business subcontractor/supplier, as identified in previously submitted Small Business Preference Request

attachments, unless the Contractor submits a written request for substitution of a like or alternate subcontractor. All requests for substitution must be approved by DHCS, in writing (including email or fax), prior to using a proposed substitute subcontractor.

c. Requests for substitution must be approved by the funding program and must include, at a minimum:

   1) An explanation of the reason for the substitution.

   2) A written description of the business enterprise that will be substituted, including its small business certification status and contact information.

   3) If substitution of an alternate small business does not occur, include a written justification and description of the steps taken to try to acquire a new small business and how that portion of the Contract will be fulfilled.

   4) A written description of the work to be performed by the substituted subcontractor identified by both task (if applicable) and dollar amount or percentage of the overall Contract that the substituted subcontractor will perform. The substituted business, if approved, must perform a commercially useful function in the Contract pursuant to 2 C.C.R. § 1896.15.

d. DHCS may consent to the substitution if allowed by applicable State laws.

e. Prior to the approval of the prime contractor's request for the substitution, the funding program will give notice in writing to the listed subcontractor of the prime contractor's request to substitute and the reasons for the request to substitute. The notice will be served by certified or registered mail to the last known address of the subcontractor. The listed subcontractor that has been so notified will have five (5) working days after the receipt of the notice to submit written objections to the substitution to the funding program. Failure to file these written objections will constitute the listed subcontractor's consent to the substitution. If written objections are filed, DHCS will give notice in writing of at least five (5) working days to the listed subcontractor of a hearing by DHCS on the prime contractor's request for substitution.

f. Failure of the Contractor to subcontract with the small businesses listed in its bid or proposal to DHCS, or failure to follow applicable substitution rules and regulations will be grounds for DGS to impose sanctions pursuant to Gov. Code § 14842.5 and 2 C.C.R. § 1896.92. In the event such sanction are to be imposed, the Contractor be notified in writing and entitled to a hearing pursuant to Gov. Code § 14842. and 2 C.C.R. § 1896.18 and § 1896.20.

g. If requested by DHCS, Contractor agrees to provide documentation/verification, in a form agreed to by DHCS, that small business subcontractor usage under this Agreement complies with the commitments specified during the contractor selection process.

31. Alien Ineligibility Certification

(Applicable to sole proprietors entering into federally funded agreements.)

By signing this Agreement, the Contractor certifies that he/she is not an alien that is ineligible for state and local benefits, as defined in Subtitle B of the Personal Responsibility and Work Opportunity Act. (8 U.S.C. § 1601, et seq.)

32. Union Organizing

(Applicable only to grant agreements.)

Grantee, by signing this Agreement, hereby acknowledges the applicability of Gov. Code §§ 16645 through 16649 to this Agreement. Furthermore, Grantee, by signing this Agreement, hereby certifies that:

a. No state funds disbursed by this grant will be used to assist, promote or deter union organizing.

b. Grantee shall account for state funds disbursed for a specific expenditure by this grant, to show those funds were allocated to that expenditure.

c. Grantee must, where state funds are not designated as described in b herein, allocate, on a pro-rata basis, all disbursements that support the grant program.

d. If Grantee makes expenditures to assist, promote or deter union organizing, Grantee will maintain records sufficient to show that no state funds were used for those expenditures, and that Grantee must provide those records to the Attorney General upon request.

33. Contract Uniformity (Fringe Benefit Allowability)

(Applicable only to nonprofit organizations.)

Pursuant to the provisions of Article 7 (commencing with § 100525) of Chapter 3 of Part 1 of Division 101 of the Health & Saf. Code, DHCS sets forth the following policies, procedures, and guidelines regarding the reimbursement of fringe benefits.

a. As used herein fringe benefits shall mean an employment benefit given by one's employer to an employee in addition to one's regular or normal wages or salary.

b. As used herein, fringe benefits do not include:

1) Compensation for personal services paid currently or accrued by the Contractor for services of employees rendered during the term of this Agreement, which is identified as regular or normal salaries and wages, annual leave, vacation, sick leave, holidays, jury duty and/or military leave/training.

2) Director's and executive committee member's fees.

3) Incentive awards and/or bonus incentive pay.

4) Allowances for off-site pay.

5) Location allowances.

6) Hardship pay.

7) Cost-of-living differentials.

c. Specific allowable fringe benefits include:

1) Fringe benefits in the form of employer contributions for the employer's portion of payroll taxes (i.e., FICA, SUI, SDI), employee health plans (i.e., health, dental and vision), unemployment insurance, worker's compensation insurance, and the employer's share of pension/retirement plans, provided they are granted in accordance with established written organization policies and meet all legal and Internal Revenue Service requirements.

d. To be an allowable fringe benefit, the cost must meet the following criteria:

1) Be necessary and reasonable for the performance of the Agreement.

2) Be determined in accordance with generally accepted accounting principles.

3) Be consistent with policies that apply uniformly to all activities of the Contractor.

e. Contractor agrees that all fringe benefits must be at actual cost.

f. Earned/Accrued Compensation

1) Compensation for vacation, sick leave and holidays is limited to that amount earned/accrued within the agreement term. Unused vacation, sick leave and holidays earned from periods prior to the agreement term cannot be claimed as allowable costs. See Provision f (3)(a) for an example.

2) For multiple year agreements, vacation and sick leave compensation, which is earned/accrued but not paid, due to employee(s) not taking time off may be carried over and claimed within the overall term of the multiple years of the Agreement. Holidays cannot be carried over from one agreement year to the next. See Provision f (3)(b) for an example.

3) For single year agreements, vacation, sick leave and holiday compensation that is earned/accrued but not paid, due to employee(s) not taking time off within the term of the Agreement, cannot be claimed as an allowable cost. See Provision f (3)(c) for an example.

a) **Example No. 1:**

If an employee, John Doe, earns/accrues three weeks of vacation and twelve days of sick leave each year, then that is the maximum amount that may be claimed during a one year agreement. If John Doe has five weeks of vacation and eighteen days of sick leave at the beginning of an agreement, the Contractor during a one-year budget period may only claim up to three weeks of vacation and twelve days of sick leave as actually used by the employee. Amounts earned/accrued in periods prior to the beginning of the Agreement are not an allowable cost.

b) **Example No. 2:**

If during a three-year (multiple year) agreement, John Doe does not use his three weeks of vacation in year one, or his three weeks in year two, but he does actually use nine weeks in year three; the Contractor would be allowed to claim all nine weeks paid for in year three. The total compensation over the three-year period cannot exceed 156 weeks (3 x 52 weeks).

c) **Example No. 3:**

If during a single year agreement, John Doe works fifty weeks and used one week of vacation and one week of sick leave and all fifty-two weeks have been billed to DHCS, the remaining unused two weeks of vacation and seven days of sick leave may not be claimed as an allowable cost.

34. Suspension or Stop Work Notification

a. DHCS may, at any time, issue a notice to suspend performance or stop work under this Agreement. The initial notification may be a verbal or written directive issued by the funding Program's Contract Manager. Upon receipt of said notice, the Contractor is to suspend and/or stop all, or any part, of the work called for by this Agreement.

b. Written confirmation of the suspension or stop work notification with directions as to what work (if not all) is to be suspended and how to proceed will be provided within 30 working days of the verbal notification. The suspension or stop work notification will remain in effect until further written notice is received from DHCS. The resumption of work (in whole or part) will be at DHCS' discretion and upon receipt of written confirmation.

1) Upon receipt of a suspension or stop work notification, the Contractor must immediately comply with its terms and take all reasonable steps to minimize or halt the incurrence of costs allocable to the performance covered by the notification during the period of work suspension or stoppage.

2) Within 90 days of the issuance of a suspension or stop work notification, DHCS will either:

a) Cancel, extend, or modify the suspension or stop work notification; or

b) Terminate the Agreement as provided for in the Cancellation / Termination clause of the Agreement.

c. If a suspension or stop work notification issued under this clause is canceled or the period of suspension or any extension thereof is modified or expires, the Contractor may resume work only upon written concurrence of funding Program's Contract Manager.

d. If the suspension or stop work notification is canceled and the Agreement resumes, changes to the services, deliverables, performance dates, and/or contract terms resulting from the suspension or stop work notification will require an amendment to the Agreement.

e. If a suspension or stop work notification is not canceled and the Agreement is canceled or terminated pursuant to the provision entitled Cancellation / Termination, DHCS will allow reasonable costs resulting from the suspension or stop work notification in arriving at the settlement costs.

f. DHCS will not be liable to the Contractor for loss of profits because of any suspension or stop work notification issued under this clause.

35. Public Communications

"Electronic and printed documents developed and produced, for public communications must follow the following requirements to comply with Section 508 of the Rehabilitation Act and the American with Disabilities Act:

a. Ensure visual-impaired, hearing-impaired and other special needs audiences are provided material information in formats that provide the most assistance in making informed choices."

36. Legal Services Contract Requirements

(Applicable only to agreements involving the performance of legal services.)

The Contractor must:

a. Adhere to legal cost and billing guidelines designated by DHCS.

b. Adhere to litigation plans designated by DHCS.

c. Adhere to case phasing of activities designated by DHCS.

d. Submit and adhere to legal budgets as designated by DHCS.

e. Maintain legal malpractice insurance in an amount not less than the amount designated by DHCS. Said amount must be indicated in a separate letter to the Contractor.

f. Submit to legal bill audits and law firm audits if requested by DHCS. Such audits may be conducted by State employees or its designees or by any legal cost control providers retained by DHCS for such purpose.

g. Applicable only to legal agreements of $50,000 or more:

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lesser of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

37. Compliance with Statutes and Regulations

a. The Contractor must comply with all California and federal law, regulations, and published guidelines, to the extent that these authorities contain requirements applicable to Contractor's performance under the Agreement. This includes any changes to the applicable laws, regulations, and/or published guidelines that arise after the execution of this Agreement.

b. For federally funded agreements, these authorities include, but are not limited to, 2 C.F.R. Part 200, subpart F, Appendix II; 42 C.F.R. Part 431, subpart F; 42 C.F.R. Part 433, subpart D; 42 C.F.R. Part 434; 45 C.F.R. Part 75, subpart D; and 45 C.F.R. Part 95, subpart F. To the extent applicable under federal law, this Agreement will incorporate the contractual provisions in these federal regulations and they will supersede any conflicting provisions in this Agreement.

38. Lobbying Restrictions and Disclosure Certification

(Applicable to federally funded agreements in excess of $100,000 per Section 1352 of the 31, U.S.C.)

a. Certification and Disclosure Requirements

1) Each person (or recipient) who requests or receives a contract or agreement, subcontract, grant, or subgrant, which is subject to Section 1352 of the 31, U.S.C., and which exceeds $100,000 at any tier, must file a certification (in the form set forth in Attachment 1, consisting of one page, entitled "Certification Regarding Lobbying") that the recipient has not made, and will not make, any payment prohibited by Paragraph b of this provision.

2) Each recipient must 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 non-appropriated funds (to include profits from any covered federal action) in connection with a contract, or grant or any extension or amendment of that

contract, or grant, which would be prohibited under Paragraph b of this provision if paid for with appropriated funds.

3) Each recipient must file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affect the accuracy of the information contained in any disclosure form previously filed by such person under Paragraph a(2) herein. An event that materially affects the accuracy of the information reported includes:

   a) A cumulative increase of $25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered federal action;

   b) A change in the person(s) or individuals(s) influencing or attempting to influence a covered federal action; or

   c) A change in the officer(s), employee(s), or member(s) contacted for the purpose of influencing or attempting to influence a covered federal action.

4) Each person (or recipient) who requests or receives from a person referred to in Paragraph a(1) of this provision a contract or agreement, subcontract, grant or subgrant exceeding $100,000 at any tier under a contract or agreement, or grant must file a certification, and a disclosure form, if required, to the next tier above.

5) All disclosure forms (but not certifications) must be forwarded from tier to tier until received by the person referred to in Paragraph a(1) of this provision. That person must 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.

Attachment 1
CERTIFICATION REGARDING LOBBYING

The recipient 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 must complete and submit Standard Form LLL, "Disclosure of Lobbying Activities" (Attachment 2) in accordance with its instructions.

3. The recipient must 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 must 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 will be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

By signing or otherwise accepting the Agreement, the recipient certifies and files this Attachment 1. **CERTIFICATION REGARDING LOBBYING,** as required by Section 1352, Title 31, U.S.C., unless the conditions stated in paragraph 2 above exist. In such case, the awardee/contractor must complete and sign Attachment 2. **CERTIFICATION REGARDING LOBBYING and returning it to the Department of Health Care Services.**

Attachment 2
CERTIFICATION REGARDING LOBBYING

Approved by OMB (0348-0046)
Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure)

1. Type of Federal Action:	2. Status of Federal Action:	3. Report Type:
_ a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	_ a. bid/offer/application b. initial award c. post-award	_ a. initial filing b. material change For Material Change Only: Year _____ quarter _____ date of last report _____.

4. Name and Address of Reporting Entity:	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:
☐Prime ☐Subawardee Tier ___, if known: Congressional District, If known:	Congressional District, If known:
6. Federal Department/Agency	7. Federal Program Name/Description:
	CDFA Number, if applicable: _____
8. Federal Action Number, if known:	9. Award Amount, if known:
10.a. Name and Address of Lobbying Registrant *(If individual, last name, first name, MI)*:	b. Individuals Performing Services *(including address if different from 10a.* *(Last name, First name, MI):*

11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person that fails to file the required disclosure shall be subject to a not more than $100,000 for each such failure.

Signature:	
Print Name:	
Title:	
Telephone Number:	
Date:	

Federal Use Only	Authorized for Local Reproduction Standard Form-LLL (Rev. 7-97)

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

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

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a followup 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 itis, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grant.

5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001".

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

    (b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).

11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

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

Contractor Certification Clauses

CCC 04/2017

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Contractor/Bidder Firm Name (Printed)	Federal ID Number
County of Plumas	94-6000528

By (Authorized Signature)

Printed Name and Title of Person Signing

Date Executed	Executed in the County of

CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

1) the dangers of drug abuse in the workplace;

2) the person's or organization's policy of maintaining a drug-free workplace;

3) any available counseling, rehabilitation and employee assistance programs; and,

4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

1) receive a copy of the company's drug-free workplace policy statement; and,

2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES $50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably

required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts of $100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

8. GENDER IDENTITY: For contracts of $100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and

Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

Exhibit F
Business Associate Addendum

1. This Agreement has been determined to constitute a business associate relationship under the Health Insurance Portability and Accountability Act (HIPAA) and its implementing privacy and security regulations at 45 Code of Federal Regulations, Parts 160 and 164 (collectively, and as used in this Agreement)

2. The term "Agreement" as used in this document refers to and includes both this Business Associate Addendum and the contract to which this Business Associate Agreement is attached as an exhibit, if any.

3. For purposes of this Agreement, the term "Business Associate" shall have the same meaning as set forth in 45 CFR section 160.103.

4. The Department of Health Care Services (DHCS) intends that Business Associate may create, receive, maintain, transmit or aggregate certain information pursuant to the terms of this Agreement, some of which information may constitute Protected Health Information (PHI) and/or confidential information protected by Federal and/or state laws.

   4.1 As used in this Agreement and unless otherwise stated, the term "PHI" refers to and includes both "PHI" as defined at 45 CFR section 160.103 and Personal Information (PI) as defined in the Information Practices Act (IPA) at California Civil Code section 1798.3(a). PHI includes information in any form, including paper, oral, and electronic.

   4.2 As used in this Agreement, the term "confidential information" refers to information not otherwise defined as PHI in Section 4.1 of this Agreement, but to which state and/or federal privacy and/or security protections apply.

5. Contractor (however named elsewhere in this Agreement) is the Business Associate of DHCS acting on DHCS's behalf and provides services or arranges, performs or assists in the performance of functions or activities on behalf of DHCS, and may create, receive, maintain, transmit, aggregate, use or disclose PHI (collectively, "use or disclose PHI") in order to fulfill Business Associate's obligations under this Agreement. DHCS and Business Associate are each a party to this Agreement and are collectively referred to as the "parties."

6. The terms used in this Agreement, but not otherwise defined, shall have the same meanings as those terms in HIPAA and/or the IPA. Any reference to statutory or regulatory language shall be to such language as in effect or as amended.

7. **Permitted Uses and Disclosures of PHI by Business Associate**. Except as otherwise indicated in this Agreement, Business Associate may use or disclose PHI, inclusive of de-identified data derived from such PHI, only to perform functions, activities or services specified in this Agreement on behalf of DHCS, provided that such use or disclosure would not violate HIPAA or other applicable laws if done by DHCS.

   7.1 Specific Use and Disclosure Provisions. Except as otherwise indicated in this Agreement, Business Associate may use and disclose PHI if necessary for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate. Business Associate may disclose PHI for this purpose if the disclosure is required by law, or the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purposes for which it was disclosed to the person. The person shall notify the Business Associate of any instances of which the person is aware that the confidentiality of the information has been breached, unless such person is a treatment provider not acting as a business associate of Business Associate.

   7.2 **Nondisclosure.** Business Associate shall not use or disclose PHI or other confidential information other than as permitted or required by this Agreement or as required by law.

8. Compliance with Other Applicable Law

8.1 To the extent that other state and/or federal laws provide additional, stricter and/or more protective (collectively, more protective) privacy and/or security protections to PHI or other confidential information covered under this Agreement beyond those provided through HIPAA, Business Associate agrees:

8.1.1 To comply with the more protective of the privacy and security standards set forth in applicable state or federal laws to the extent such standards provide a greater degree of protection and security than HIPAA or are otherwise more favorable to the individuals whose information is concerned; and

8.1.2 To treat any violation of such additional and/or more protective standards as a breach or security incident, as appropriate, pursuant to Section 19. of this Agreement.

8.2 Examples of laws that provide additional and/or stricter privacy protections to certain types of PHI and/or confidential information, as defined in Section 4. of this Agreement, include, but are not limited to the Information Practices Act, California Civil Code sections 1798-1798.78, Confidentiality of Alcohol and Drug Abuse Patient Records, 42 CFR Part 2, Welfare and Institutions Code section 5328, and California Health and Safety Code section 11845.5.

8.3 If Business Associate is a Qualified Service Organization (QSO) as defined in 42 CFR section 2.11, Business Associate agrees to be bound by and comply with subdivisions (2)(i) and (2)(ii) under the definition of QSO in 42 CFR section 2.11.

9. Additional Responsibilities of Business Associate

9.1 Safeguards and Security.

9.1.1 Business Associate shall use safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of PHI and other confidential data and comply, where applicable, with subpart C of 45 CFR Part 164 with respect to electronic protected health information, to prevent use or disclosure of the information other than as provided for by this Agreement. Such safeguards shall be based on applicable Federal Information Processing Standards (FIPS) Publication 199 protection levels.

9.1.2 Business Associate shall, at a minimum, utilize a National Institute of Standards and Technology Special Publication (NIST SP) 800-53 compliant security framework when selecting and implementing its security controls and shall maintain continuous compliance with NIST SP 800-53 as it may be updated from time to time. The current version of NIST SP 800-53, Revision 5, is available online at https://csrc.nist.gov/publications/detail/sp/800-53/rev-5/final; updates will be available online at https://csrc.nist.gov/publications/sp800.

9.1.3 Business Associate shall employ FIPS 140-3 validated encryption of PHI at rest and in motion unless Business Associate determines it is not reasonable and appropriate to do so based upon a risk assessment, and equivalent alternative measures are in place and documented as such. FIPS 140-3 validation can be determined online at https://csrc.nist.gov/projects/cryptographic-module-validation-program/validated-modules/search. In addition, Business Associate shall maintain, at a minimum, the most current industry standards for transmission and storage of PHI and other confidential information.

9.1.4 Business Associate shall apply security patches and upgrades, and keep virus software up-to-date, on all systems on which PHI and other confidential information may be used.

9.1.5 Business Associate shall ensure that all members of its workforce with access to PHI and/or other confidential information sign a confidentiality statement prior to access to such data. The statement must be renewed annually.

9.1.6 Business Associate shall identify the security official who is responsible for the development and implementation of the policies and procedures required by 45 CFR Part 164, Subpart C.

9.1.7 Remote access to PHI from outside the continental United States, inclusive of remote access to PHI by Business Associate's support staff in identified support centers, is prohibited.

9.1.8 Business Associate shall only store PHI in a data center physically located within the continental United States.

9.2 Business Associate's Agent. Business Associate shall ensure that any agents, subcontractors, subawardees, vendors or others (collectively, "agents") that use or disclose PHI and/or confidential information on behalf of Business Associate agree to the same restrictions and conditions that apply to Business Associate with respect to such PHI and/or confidential information.

10. **Mitigation of Harmful Effects**. Business Associate shall mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of PHI and other confidential information in violation of the requirements of this Agreement.

11. **Access to PHI.** Business Associate shall make PHI available in accordance with 45 CFR section 164.524.

12. **Amendment of PHI.** Business Associate shall make PHI available for amendment and incorporate any amendments to protected health information in accordance with 45 CFR section 164.526.

13. **Accounting for Disclosures.** Business Associate shall make available the information required to provide an accounting of disclosures in accordance with 45 CFR section 164.528.

14. **Collaboration.** The parties shall collaborate as appropriate and necessary to ensure compliance with this Agreement, including but not limited to Sections 11 – 13 of this Agreement. The parties acknowledge and agree that neither party intends that this Agreement shall create obligations and/or liabilities that do not otherwise exist as appropriate based on the nature of the work performed and applicable law.

15. **Compliance with DHCS Obligations.** To the extent Business Associate is to carry out an obligation of DHCS under 45 CFR Part 164, Subpart E, comply with the requirements of the subpart that apply to DHCS in the performance of such obligation.

16. **Access to Practices, Books and Records.** Business Associate shall make its internal practices, books, and records relating to the use and disclosure of PHI on behalf of DHCS available to the federal Secretary of Health and Human Services for purposes of determining DHCS' compliance with 45 CFR Part 164, Subpart E.

17. **Return or Destroy PHI on Termination; Survival.** At termination of this Agreement, if feasible, Business Associate shall return or destroy all PHI and other confidential information received from, or created or received by Business Associate on behalf of, DHCS that Business Associate still maintains in any form and retain no copies of such information. If return or destruction is not feasible, Business Associate shall notify DHCS of the conditions that make the return or destruction infeasible, and DHCS and Business Associate shall determine the terms and conditions under which Business Associate may retain the PHI. If such return or destruction is not feasible, Business Associate shall extend the protections of this Agreement to the information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.

18. **Special Provision for SSA Data.** If Business Associate receives data from or on behalf of DHCS that was verified by or provided by the Social Security Administration (SSA data) and is subject to an agreement between DHCS and SSA, Business Associate shall provide, upon request by DHCS, a list of all employees and agents and employees who have access to such data, including employees and agents of its agents, to DHCS.

19. Breaches and Security Incidents. Business Associate shall implement reasonable systems for the discovery and prompt reporting of any breach or security incident, and take the following steps:

19.1 Notice to DHCS.

19.1.1 Business Associate shall notify DHCS **immediately** upon the discovery of a suspected breach or security incident that involves SSA data. This notification shall be provided via the DHCS Incident Reporting Portal upon discovery of the breach. If Business Associate is unable to provide notification via the DHCS Incident Reporting Portal, then Business Associate shall provide notice by email or telephone to DHCS.

19.1.2 Business Associate shall notify DHCS **within 24** hours via the online DHCS Incident Reporting Portal (or by email or telephone if Business Associate is unable to use the DHCS Incident Reporting Portal) of the discovery of the following, unless attributable to a treatment provider that is not acting as a business associate of Business Associate:

19.1.2.1 Unsecured PHI if the PHI is reasonably believed to have been accessed or acquired by an unauthorized person;

19.1.2.2 Any suspected security incident which risks unauthorized access to PHI and/or other confidential information;

19.1.2.3 Any intrusion or unauthorized access, use or disclosure of PHI in violation of this Agreement; or

19.1.2.4 Potential loss of confidential information affecting this Agreement.

19.1.3 Notice submitted to the DHCS Incident Reporting Portal will be sent to the DHCS Program Contract Manager (as applicable), the DHCS Privacy Office, and the DHCS Information Security Office. If providing notice to DHCS via email, use the DHCS contact information at Section 19.6 below (collectively, "DHCS Contacts").

Notice shall be made using the DHCS Incident Reporting Portal via the link on the DHCS Data Privacy Website online at

https://www.dhcs.ca.gov/formsandpubs/laws/priv/Pages/default.aspx

Notice via email shall be made using the current DHCS "Privacy Incident Reporting Form" and shall include all information known at the time the incident is reported. The form is available online at

https://www.dhcs.ca.gov/formsandpubs/laws/priv/Documents/Privacy-Incident-Report-PIR.pdf

Upon discovery of a breach or suspected security incident, intrusion or unauthorized access, use or disclosure of PHI, Business Associate shall take:

19.1.3.1 Prompt action to mitigate any risks or damages involved with the security incident or breach; and

19.1.3.2 Any action pertaining to such unauthorized disclosure required by applicable Federal and State law.

19.2 Investigation. Business Associate shall immediately investigate such security incident or breach.

19.3 **Complete Report**. Business Associate shall provide a complete report of the investigation to DHCS within ten (10) working days of the discovery of the security incident or breach. This complete report must include any applicable additional information not included in the initial submission. The complete report shall include an assessment of all known factors relevant to a determination of whether a breach occurred under HIPAA and other applicable federal and state laws. The report shall also include a full, detailed corrective action plan, including its implementation date and information on mitigation measures taken to halt and/or contain the improper use or disclosure. If DHCS requests additional information, Business Associate shall make reasonable efforts to provide DHCS with such information. DHCS will review and approve or disapprove Business Associate's determination of whether a breach occurred, whether the security incident or breach is reportable to the appropriate entities, if individual notifications are required, and Business Associate's corrective action plan.

19.3.1 If Business Associate does not submit a complete report within the ten (10) working day timeframe, Business Associate shall request approval from DHCS within the ten (10) working day timeframe of a new submission timeframe for the complete report.

19.4 **Notification of Individuals**. If the cause of a breach is attributable to Business Associate or its agents, other than when attributable to a treatment provider that is not acting as a business associate of Business Associate, Business Associate shall notify individuals accordingly and shall pay all costs of such notifications, as well as all costs associated with the breach. The notifications shall comply with applicable federal and state law. DHCS shall approve the time, manner and content of any such notifications and their review and approval must be obtained before the notifications are made.

19.5 **Responsibility for Reporting of Breaches to Entities Other than DHCS.** If the cause of a breach of PHI is attributable to Business Associate or its agents, other than when attributable to a treatment provider that is not acting as a business associate of Business Associate, Business Associate is responsible for all required reporting of the breach as required by applicable federal and state law.

19.6 **DHCS Contact Information**. To contact the above referenced DHCS staff, the Contractor shall initiate contact as indicated here. DHCS reserves the right to make changes to the contact information below by giving written notice to Business Associate. These changes shall not require an amendment to this Agreement.

DHCS Program Contract Manager	DHCS Privacy Office	DHCS Information Security Office
See the Scope of Work exhibit for Program Contract Manager information. If this Business Associate Agreement is not attached as an exhibit to a contract, contact the DHCS signatory to this Agreement.	Privacy Office c/o: Data Privacy Unit Department of Health Care Services P.O. Box 997413, MS 4722 Sacramento, CA 95899-7413 Email: incidents@dhcs.ca.gov Telephone: (916) 445-4646	Information Security Office Department of Health Care Services P.O. Box 997413, MS 6400 Sacramento, CA 95899-7413 Email: incidents@dhcs.ca.gov

20. Responsibility of DHCS. DHCS agrees to not request the Business Associate to use or disclose PHI in any manner that would not be permissible under HIPAA and/or other applicable federal and/or state law.

21. Audits, Inspection and Enforcement

21.1 From time to time, DHCS may inspect the facilities, systems, books and records of Business Associate to monitor compliance with this Agreement. Business Associate shall promptly remedy any violation of this Agreement and shall certify the same to the DHCS Privacy Officer in writing. Whether or how

DHCS exercises this provision shall not in any respect relieve Business Associate of its responsibility to comply with this Agreement.

21.2 If Business Associate is the subject of an audit, compliance review, investigation or any proceeding that is related to the performance of its obligations pursuant to this Agreement, or is the subject of any judicial or administrative proceeding alleging a violation of HIPAA, Business Associate shall promptly notify DHCS unless it is legally prohibited from doing so.

22. Termination

22.1 **Termination for Cause**. Upon DHCS' knowledge of a violation of this Agreement by Business Associate, DHCS may in its discretion:

22.1.1 Provide an opportunity for Business Associate to cure the violation and terminate this Agreement if Business Associate does not do so within the time specified by DHCS; or

22.1.2 Terminate this Agreement if Business Associate has violated a material term of this Agreement.

22.2 **Judicial or Administrative Proceedings.** DHCS may terminate this Agreement if Business Associate is found to have violated HIPAA, or stipulates or consents to any such conclusion, in any judicial or administrative proceeding.

23. Miscellaneous Provisions

23.1 **Disclaimer**. DHCS makes no warranty or representation that compliance by Business Associate with this Agreement will satisfy Business Associate's business needs or compliance obligations. Business Associate is solely responsible for all decisions made by Business Associate regarding the safeguarding of PHI and other confidential information.

23.2. **Amendment**.

23.2.1 Any provision of this Agreement which is in conflict with current or future applicable Federal or State laws is hereby amended to conform to the provisions of those laws. Such amendment of this Agreement shall be effective on the effective date of the laws necessitating it, and shall be binding on the parties even though such amendment may not have been reduced to writing and formally agreed upon and executed by the parties.

23.2.2 Failure by Business Associate to take necessary actions required by amendments to this Agreement under Section 23.2.1 shall constitute a material violation of this Agreement.

23.3 **Assistance in Litigation or Administrative Proceedings**. Business Associate shall make itself and its employees and agents available to DHCS at no cost to DHCS to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against DHCS, its directors, officers and/or employees based upon claimed violation of HIPAA, which involve inactions or actions by the Business Associate.

23.4 **No Third-Party Beneficiaries**. Nothing in this Agreement is intended to or shall confer, upon any third person any rights or remedies whatsoever.

23.5 **Interpretation**. The terms and conditions in this Agreement shall be interpreted as broadly as necessary to implement and comply with HIPAA and other applicable laws.

23.6 **No Waiver of Obligations**. No change, waiver or discharge of any liability or obligation hereunder on any one or more occasions shall be deemed a waiver of performance of any continuing or other obligation, or shall prohibit enforcement of any obligation, on any other occasion.

PLUMAS COUNTY
PUBLIC WORKS DEPARTMENT
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Rob Thorman, Director of Public Works**
MEETING DATE:	**February 4, 2025**
SUBJECT:	**Approve and authorize Chair to sign an agreement between Plumas County Public Works and SW Maintenance, Corp to upgrade the fueling facilities at the Beckwourth and Graeagle maintenance yards, effective February 5, 2025; not to exceed $142,552.40; No General Fund Impact, approved as to form by County Counsel; discussion and possible action.**

Recommendation:
Approve and authorize Chair to sign an agreement between Plumas County Public Works and SW Maintenance, Corp to upgrade the fueling facilities at the Beckwourth and Graeagle maintenance yards, effective February 5, 2025; not to exceed $142,552.40; No General Fund Impact, approved as to form by County Counsel; discussion and possible action.

Background and Discussion:
The Department of Public Works needs to upgrade the fueling facilities at the Beckwourth and Graeagle maintenance yards. The existing fuel pumps (both gas and diesel) are no longer serviceable, and parts are not available. For these reasons, the fueling facilities need to be upgraded. The new yards will report all fuel usage to an online “cloud” service for recording and ordering purposes.

The Department of Public Works posted an invitation for bids for the fueling upgrade work on November 6, 2024. SW Maintenance, Corp was the lowest responsible bidder at $142,552.40. Public works received a total of three bids. The attached services agreement has been approved as to form by County Counsel.

Action:

Approve and authorize Chair to sign an agreement between Plumas County Public Works and SW Maintenance, Corp to upgrade the fueling facilities at the Beckwourth and Graeagle maintenance yards, effective February 5, 2025; not to exceed $142,552.40; No General Fund Impact, approved as to form by County Counsel; discussion and possible action.

Fiscal Impact:

No impact to General Fund. Road budget.

Attachments:
1. Service Agmt w/ SW Maint., Corp.

Services Agreement

This Agreement is made by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its Public Works department (hereinafter referred to as "County"), and **SW Maintenance, Corp, a California corporation** (hereinafter referred to as "Contractor").

The parties agree as follows:

1. Scope of Work. Contractor shall provide the County with materials and services as set forth in Exhibit A, attached hereto (hereinafter referred to as the "Work").

2. Compensation. County shall pay Contractor for the Work in the manner set forth in Exhibit B, attached hereto. The total amount paid by County to Contractor under this Agreement shall not exceed ONE HUNDRED FORTY-TWO THOUSAND FIVE HUNDRED FIFTY-TWO AND 40/100 DOLLARS ($142,552.40) (hereinafter referred to as the "Contract Amount"), unless the Contract Amount has been adjusted pursuant to Section 15 of this Agreement.

3. Commencement and Term. The date of commencement of the Work shall be the date of execution of this Agreement. Contractor shall complete the Work no later than September 1, 2025, subject to adjustment as stated in Sections 15 and 16.

4. Termination.

   a. By County for Cause. The County may immediately terminate this Agreement for cause, upon written notice to Contractor, if Contractor (i) does not supply sufficient skilled workers or materials to ensure the timely and competent performance of the Work; (ii) fails to make payment to subcontractors for materials or labor in accordance with the respective agreements between Contractor and the subcontractors; (iii) violates any law, ordinance, rule, regulation, or order of a public authority having jurisdiction over Contractor, the County, or this Agreement; or (iv) has committed any other substantial breach of this Agreement. If the County terminates this Agreement for cause, then Contractor shall not be entitled to receive further payment from the County other than for the value of the services and materials previously provided to the County under this Agreement.

   b. County's Remedies. Upon terminating this Agreement for cause, County may, without prejudice to any other rights or remedies held by the County under this Agreement or applicable law, take possession of the site and all materials thereon owned by Contractor, and finish the Work by what whatever reasonable method the County deems appropriate. If the County's cost of finishing the Work under this paragraph exceeds the unpaid balance of the Contract Amount, Contractor shall pay the difference to the County. This obligation for payment shall survive the termination of this Agreement.

c. By County for Convenience. The County may, at any time, terminate this Agreement for convenience and without cause. After terminating this Agreement for convenience, the County shall pay Contractor the value of the services and materials previously provided to the County under this Agreement as well as the costs incurred by Contractor by reason of such termination.

d. By Contractor. If the County fails to make payment as provided in Exhibit B for a period of at least thirty (30) days after the date such payment is due and payable, then Contractor may, upon seven (7) additional days' written notice to the County, terminate this Agreement. Upon such termination, County shall pay Contractor for any Work performed prior to termination as well as the costs incurred by Contractor by reason of such termination.

5. County's Right to Stop and Correct Work. County may direct the Contractor in writing to stop performing the Work until Contractor corrects previously performed Work that is not in accordance with this Agreement, as determined by the County in its sole discretion. If Contractor does not commence and continue correction with diligence and promptness within seven (7) days after receiving written notice from the County to do so, the County may, without prejudice to any other rights or remedies held by the County under this Agreement or applicable law, correct the Work by what whatever reasonable method the County deems appropriate. In such case, the Contract Amount shall be adjusted to deduct the cost of this correction.

6. Supervision. Contractor shall supervise and direct the Work, using Contractor's best skill and attention. Contractor shall be solely responsible for and have control over the means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work. As soon as practicable after execution of this Agreement, Contractor shall furnish in writing to the County the names of any subcontractors or suppliers Contractor intends to engage in performance of the Work. Contractor shall not contract with any subcontractor or supplier to whom the County has made a timely and reasonable objection.

7. Labor and Materials. Unless otherwise provided in this Agreement, Contractor shall provide and pay for all labor, materials, equipment, tools, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work. Contractor shall enforce strict discipline and good order among Contractor's employees and other persons performing the Work. Contractor shall not employ unfit persons to perform the Work or assign persons to perform tasks related to the Work that these persons are not properly skilled to perform.

8. Warranty. Contractor warrants to the County that: (1) materials and equipment furnished under this Agreement will be new and of good quality unless otherwise required or permitted under this Agreement; (2) the Work will be free from defects not inherent in the quality required or permitted; and (3) the Work will conform to the requirements of this Agreement. Contractor shall, for a period of one year after substantial completion of the Work, correct Work not conforming to the requirements of this Agreement. If Contractor fails to correct nonconforming Work within a reasonable time, the County

may correct the Work, and Contractor shall pay the cost of such correction to the County within fifteen (15) days of Contractor's receipt of County's written request for such payment. This obligation for payment shall survive the termination of this Agreement.

9. Taxes. Contractor shall pay any sales, consumer, use, and similar taxes with respect to the materials and services furnished by Contractor under this Agreement.

10. Permits and Fees. Contractor shall obtain any permits, licenses, and inspections necessary for proper execution and completion of the Work. Fees incurred by Contractor with respect to these permits, licenses, and inspections shall be reimbursed by the County.

11. Legal Notices. Contractor shall comply with any notices issued by any government agencies having jurisdiction over the Work. Contractor shall give any notices required by any government agencies having jurisdiction over the Work. If Contractor performs Work knowing it to be contrary to applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, then Contractor shall assume full responsibility for such Work and shall bear any costs attributable to such Work.

12. Use of Site. Contractor shall confine its operations at the Work site to areas permitted by law, ordinances, this Agreement, and the County.

13. Cutting and Patching. Contractor shall be responsible for any cutting, fitting, or patching required to complete the Work or to make its parts fit together properly.

14. Clean Up. Contractor shall keep the premises and surrounding area free from accumulation of debris and trash related to the Work. At the completion of the Work, Contractor shall remove its tools, equipment, machinery, and surplus material, and shall properly dispose of waste materials.

15. Changes in the Work. The County, without invalidating this Agreement, may approve changes in the Work within the general scope of this Agreement, consisting of additions, deletions, or other revisions. The Contract Amount and the time for completion of the Work under Section 3 shall be adjusted in writing to account for such changes, upon mutual agreement of the County and Contractor.

16. Delays in Performance. If Contractor is delayed at any time in the progress of the Work by fire, unusual delay in deliveries, unavoidable casualties, or other causes beyond Contractor's control, then the time for completion of the Work under Section 3 shall be equitably adjusted.

17. Protection of Persons and Property. Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs, including all those required by law in connection with performance of the Work. Contractor shall take reasonable precautions to prevent damage, injury, or loss to employees performing the Work, the Work itself and materials and equipment to be incorporated therein, and other property at the Work site or adjacent thereto. Contractor shall promptly remedy damage

and loss to property caused in whole or in part by Contractor, its officers, employees, agents, contractors, licensees or servants.

18. Tests and Inspections. Contractor shall arrange and bear the cost of tests, inspections, and approvals of any portion of the Work required by this Agreement or by laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities.

19. Prevailing Wage. Contractor shall comply with all provisions of the California Public Contract Code and the California Labor Code, including, without limitation, payment of prevailing wage rates to all covered employees of Contractor and any subcontractors pursuant to California Labor Code Sections 1770 through 1780, inclusive. Pursuant to Section 1773 of the California Labor Code, the general prevailing wage rates in the county in which the work is to be done have been determined by the Director of the California Department of Industrial Relations. These wage rates for this project are in the book entitled, "Special Provisions, Notice to Contractors, Proposal and Contract." Addenda to modify wage rates, if necessary, will be issued to holders of the above referenced book. Future effective general prevailing wage rates, which have been predetermined, and are on file with the California Department of Industrial Relations, are referenced but not printed in the general prevailing wage rates. Pursuant to Section 1773.2 of the California Labor Code, General Prevailing Wage Rates included in the book entitled, "Special Provisions, Notice to Contractors. Proposal and Contract" shall be posted by Contractor at a prominent place at the site of the work.

20. Legal Compliance. Contractor agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.

21. Amendment. This Agreement may be amended at any time by mutual agreement of the parties, expressed in writing and duly executed by both parties. No alteration of the terms of this Agreement shall be valid or binding upon either party unless made in writing and duly executed by both parties.

22. Indemnification. To the furthest extent permitted by law (including without limitation California Civil Code Sections 2782 and 2782.8, if applicable), County shall not be liable for, and Contractor shall defend and indemnify County and its officers, agents, employees and volunteers (collectively 'County Parties'), against any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorneys' fees and court costs (hereinafter collectively referred to as ('Claims"), which arise out of or are in any way connected to the work covered by this Agreement arising either directly or indirectly from any act, error, omission or negligence of Contractor or its officers, employees, agents, contractors, licensees or servants, including, without limitation, claims caused by the concurrent negligent act, error or omission, of County Parties. However, Contractor shall have no obligation to defend or indemnify County Parties against claims caused by the active negligence, sole negligence or willful misconduct of County Parties.

23. Insurance. Contractor agrees to maintain the following insurance coverage throughout the term of this Agreement:

a. Commercial general liability (and professional liability, if applicable to the services provided) coverage, with minimum per occurrence limit of the greater of (i) the limit available on the policy, or (ii) one million dollars ($1,000,000).

b. Automobile liability coverage (including non-owned automobiles), with minimum bodily injury limit of the greater of (i) the limit available on the policy, or (ii) two-hundred fifty thousands dollars ($250,000) per person and five hundred thousand dollars ($500,000) per accident, as well as a minimum property damage limit of the greater of (i) the limit available on the policy, or (ii) fifty thousand dollars ($50,000) per accident.

c. Each policy of commercial general liability (and professional liability, if applicable to the services provided) coverage and automobile liability coverage (including non-owned automobiles) shall meet the following requirements:

i. Each policy shall be endorsed to name the County, its officers, officials, employees, representatives and agents (collectively, for the purpose of this section 9, the "County") as additional insureds. The Additional Insured endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13; and

ii. All coverage available under such policy to Contractor, as the named insured, shall also be available and applicable to the County, as the additional insured; and

iii. All of Contractor's available insurance proceeds in excess of the specified minimum limits shall be available to satisfy any and all claims of the County, including defense costs and damages; and

iv. Any insurance limitations are independent of and shall not limit the indemnification terms of this Agreement; and

v. Contractor's policy shall be primary insurance as respects the County, its officers, officials, employees, representatives and agents, and any insurance or self-insurance maintained by the County, its officers, officials, employees, representatives and agents shall be in excess of the Contractor's insurance and shall not contribute with it, and such policy shall contain any endorsements necessary to effectuate this provision. The primary and non-contributory endorsement shall be at least as broad as ISO Form 20 01 04 13; and

vi. To the extent that Contractor carries any excess insurance policy applicable to the work performed under this Agreement, such excess

insurance policy shall also apply on a primary and non-contributory basis for the benefit of the County before the County's own primary insurance policy or self-insurance shall be called upon to protect it as a named insured, and such policy shall contain any endorsements necessary to effectuate this provision.

d. Workers Compensation insurance in accordance with California state law.

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

24. Licenses and Permits. Contractor represents and warrants to County that it or its principals have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required for Contractor to practice its profession and to perform its duties and obligations under this Agreement. Contractor represents and warrants to County that Contractor shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement any licenses, permits, and approvals that are legally required for Contractor or its principals to practice its professions and to perform its duties and obligations under this Agreement. In particular, Contractor represents that it holds a current and active license as a Class C-8 contractor, issued by the State of California, No. 689745.

25. Relationship of Parties. It is understood that Contractor is not acting hereunder as an employee of the County, but solely as an independent contractor. Contractor, by virtue of this Agreement, has no authority to bind, or incur any obligation on behalf of, County. Except as expressly provided in this Agreement, Contractor has no authority or responsibility to exercise any rights or power vested in County. It is understood by both Contractor and County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or joint venture. Contractor shall secure, at its expense, and be responsible for any and all payments of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Contractor and its officers, agents, and employees.

26. Assignment. Contractor may not assign, subcontract, sublet, or transfer its interest in this Agreement without the prior written consent of the County.

27. Non-discrimination. Contractor agrees not to discriminate in the provision of service under this Agreement on the basis of race, color, religion, marital status, national origin, ancestry, sex, sexual orientation, physical or mental handicap, age, or medical condition.

28. Choice of Law. The laws of the State of California shall govern this agreement and venue for any dispute shall lie in Plumas County, California.

29. Interpretation. This agreement is the result of the joint efforts of both parties and their attorneys. The agreement and each of its provisions will be interpreted fairly, simply, and not strictly for or against either party.

30. Integration. This Agreement constitutes the entire understanding between the parties respecting the subject matter contained herein and supersedes any and all prior oral or written agreements regarding such subject matter.

31. Severability. The invalidity of any provision of this Agreement, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.

32. Headings. The headings and captions contained in this Agreement are for convenience only, and shall be of no force or effect in construing and interpreting the provisions of this Agreement.

33. Waiver of Rights. No delay or failure of either party in exercising any right, and no partial or single exercise of any right, shall be deemed to constitute a waiver of that right or any other right.

34. Third Party Beneficiaries. This Agreement is entered into for the sole benefit of the County and Contractor, and no other parties are intended to be direct or indirect or incidental beneficiaries of this Agreement, and no third party shall have any right in, under, or to this Agreement.

35. Conflict of Interest. The parties to this Agreement have read and are aware of the provisions of Government Code section 1090 *et seq*. and section 87100 *et seq*. relating to conflicts of interest of public officers and employees. Contractor represents that it is unaware of any financial or economic interest of any public officer or employee of County relating to this Agreement. It is further understood and agreed that if such a financial interest does exist at the inception of this Agreement and is later discovered by the County, the County may immediately terminate this Agreement by giving written notice to Contractor.

36. Notice Addresses. All notices under this Agreement shall be effective only if made in writing and delivered by personal service or by mail and addressed as follows. Either party may, by written notice to the other, change its own mailing address.

County:

Department of Public Works
County of Plumas
1834 E Main St
Quincy, CA 95971
Attention: Andrew Hammond

Contractor:

SW Maintenance Corp
3116 Hwy 97
Weed, CA 96094
Attention: Jeremy Ward

37. Time of the Essence. Time is hereby expressly declared to be of the essence of this Agreement and of each and every provision thereof, and each such provision is hereby made and declared to be a material, necessary, and essential part of this Agreement.

38. Contract Execution. Each individual executing this Agreement on behalf of Contractor represents that he or she is fully authorized to execute and deliver this Agreement.

39. Retention of Records. If the maximum compensation payable under section 2 of this Agreement exceeds $10,000, then, pursuant to California Government Code section 8546.7, the performance of any work under this Agreement is subject to the examination and audit of the State Auditor at the request of the County or as part of any audit of the County for a period of three years after final payment under the Agreement. Each party hereto shall retain all records relating to the performance and administration of this Agreement for three years after final payment hereunder, and Contractor agrees to provide such records either to the County or to the State Auditor upon the request of either the State Auditor or the County.

40. Ukraine Sanctions. Pursuant to Executive Order N-6-22 Contractor is aware that as a compliance with the economic sanctions imposed in response to Russia's actions in Ukraine is required, including with respect to, but not limited to, the federal executive orders identified in the EO and the sanctions identified on the U.S. Department of the Treasury website (https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions). Failure to comply may result in the termination of this agreement.

41. Suspension and Debarment. The County does not employ vendors or contractors who are listed on the National World Wide Web Site System for Award Management (sam.gov) by Federal General Services Administration (GSA) for the purpose of disseminating information on parties that are debarred from receiving Federal contracts, certain subcontracts, and certain Federal financial and nonfinancial assistance and benefits, pursuant to the provisions of 31 U.S.C. 6101, note, E.O. 12549, E.O. 12689, 48 CFR 9.404, and each agency's codification of the Common Rule for Non-procurement suspension and debarment.

a. This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R.§ 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

b. The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

c. This certification is a material representation of fact relied upon by the County. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

d. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any Contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

42. Non-Appropriation of Funds. It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, the County shall have no liability to pay any further funds whatsoever to Contractor or furnish any other consideration under this Agreement and Contractor shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either cancel this Agreement with no further liability incurring to the County, or offer an amendment to Contractor to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution. Contractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.

43. Conflicts. In the event of any conflict between the terms of this Agreement and the terms of any exhibit hereto, the terms of this Agreement shall control, and the conflicting term of the exhibit shall be given no effect. Any limitation of liability contained in an attached exhibit shall be null and void.

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

CONTRACTOR:

SW Maintenance Corp
a California corporation

By: _____
Name: Jeremy Ward
Title: Chief Executive Office
Date: 1/20/2025

By: _____
Name: Mark Keys
Title: Secretary
Date: 1/20/2025

COUNTY:

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

By: _____
Name: Kevin Goss
Title: Chair, Board of Supervisors
Date: _____

ATTEST:

By: _____
Name: Allen Hiskey
Title: Clerk of the Board
Date: _____

Approved as to form:
_____
Craig Settlemire
Counsel

EXHIBIT A

Scope of Work

Plumas County Department of Public Works is currently soliciting formal bids for contractors to upgrade the fueling stations at the Graeagle and Beckwourth maintenance yards. The existing fuel pumps are getting old and finding replacement parts is difficult. The existing fuel pumps are beyond the useful life and require replacement.

The successful bidder will need to prepare plans and obtain a building permit from the Plumas County Building Department. Public Works will pay the fee for the building permit from the building department.

The available work days and hours for this project are Monday through Friday, 8 am to 5 pm. A staging area is available at each maintenance yard for this project.

EXHIBIT B

Fee Schedule

1. Contractor is to be paid flat fee according to the below bid tabulation.

Bid Item (Furnished and installed, complete and in place.)	Quantity	Unit Price	Total Price
Remove and replace pumps	4	$2,000.00	$8,000.00
Fuel management system (1 per maintenance yard)	2	$44,576.20	$89,152.40
Fuel management software including online database / access and connection to existing internet access inside the shop building (Fuel Cloud w/ Kiosk)	2	$22,200.00	$44,400.00
		TOTAL:	$142,552.40

2. The Contract Amount, including authorized adjustments, is the maximum amount payable by the County to Contractor for performance of the Work under this Agreement. No additional amounts will be paid to Contractor for performance of the Work except as expressly stated in this Agreement.

3. Notwithstanding anything to the contrary in this Agreement, County shall make a single payment for all Work performed by Contractor following (i) completion of the Work by Contractor, (ii) satisfaction of Paragraph 6 of this Exhibit B, and (iii) invoice by Contractor to the County. If Paragraph 6 of this Exhibit B has been satisfied, then the County shall pay the Contract Amount, as adjusted pursuant to Section 15 of this Agreement, to Contractor within fifteen (15) days of County's receipt of Contractor's invoice.

4. Contractor shall promptly pay each subcontractor and supplier, upon receipt of payment from the County, an amount determined in accordance with the terms of the applicable subcontracts and purchase orders.

5. The County shall not have any responsibility to make payments to any subcontractor or supplier.

6. Any payment to Contractor or any partial or entire use or occupancy of the Work by the County shall not constitute acceptance of Work not in accordance with the requirements of this Agreement.

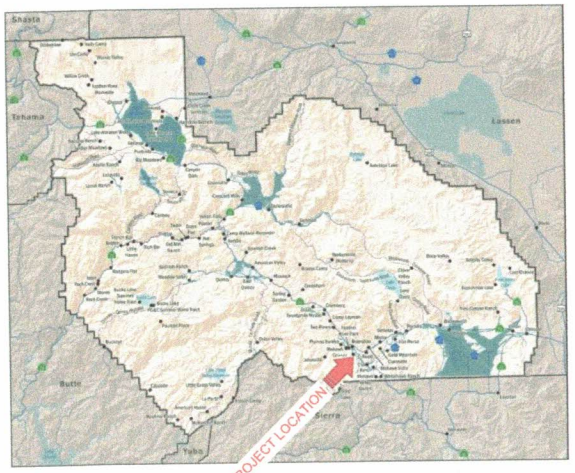
7. Upon notice from Contractor that the Work is complete, the County will inspect the Work. When (i) the County determines the Work to be acceptable and this Agreement fully performed, (ii) Contractor provides to the County data or documentation establishing payment or satisfaction of all obligations under this Agreement, and (iii) the Contractor submits to the County a release and waiver of any Claims or liens arising out of this Agreement, then payment under this Agreement shall become payable by the County.

8. Acceptance of payment by Contractor, a subcontractor, or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of payment.

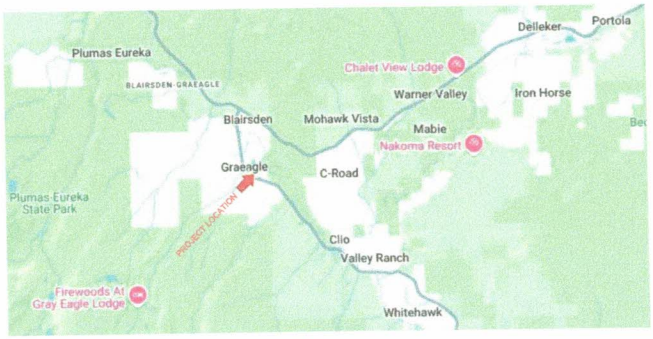
EXHIBIT C

NEW FUELING EQUIPMENT FOR:
GRAEAGLE MAINTENANCE YARD

GRAEAGLE, CA 96103
PLUMAS COUNTY



COUNTY MAP



VICINITY MAP

PROJECT DESCRIPTION

THE EXISTING FUEL DISPENSERS ARE NOT WORKING PROPERLY AND REQUIRE REPLACEMENT. PLUMAS COUNTY DEPARTMENT OF PUBLIC WORKS WOULD LIKE TO REPLACE THE EXISTING (E) DISPENSERS WITH NEWER UNITS THAT HAVE THE CAPABILITY TO SEND USAGE TO AN ELECTRONIC FUEL MANAGEMENT CONTROLLER. THE FUEL MANAGEMENT CONTROLLER SHOULD BE CAPABLE OF LETTING USERS LOGON, DISPENSE EITHER GASOLINE OR DIESEL AND RECORD THE FUEL USAGE. THE FUEL USAGE SHOULD BE ABLE TO BE DOWNLOADED ON A USB OR SENT OVER THE INTERNET FOR RECORDS AND BILLING PURPOSES.

SHEET INDEX

1 - COVER SHEET w/ MAPS, PROJECT DESCRIPTION AND SHEET INDEX
2 - EXISTING CONDITIONS
3 - PROPOSED CONDITIONS

PROJECT GENERAL NOTES

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2. CONTRACTOR SHALL NOTIFY THE DESIGNER WHERE A CONFLICT OCCURS ON ANY OF THE CONTRACT DOCUMENTS. CONTRACTOR IS NOT TO ORDER MATERIAL OR CONSTRUCT ANY PORTION OF THE BUILDING THAT IS IN CONFLICT, UNTIL THE CONFLICT IS RESOLVED WITHE AFFECTED PARTIES.
3. IT IS THE CONTRACTOR'S RESPONSIBILITY TO COMPLY W/ THE PERTINENT SECTIONS (AS THEY APPLY TO THIS PROJECT) OF THE "CONSTRUCTION SAFETY ORDERS" ISSUED BY THE STATE OF CALIFORNIA, LATEST EDITION, AND ALL OSHA REQUIREMENTS.
4. THE OWNER, DESIGNER AND ENGINEER DO NOT ACCEPT ANY RESPONSIBILITY FOR THE CONTRACTORS FAILURE TO COMPLY W THESE REQUIREMENTS.
5. THE GENERAL CONTRACTOR IS RESPONSIBLE TO ENSURE THE BUILDING COMPLIES W/ THE MANDATORY FEATURES AND DEVICES OF TITLE 24.
6. CONTRACTOR SHALL BE RESPONSIBLE TO VERIFY THAT ALL PERMITS AND APPROVALS HAVE BEEN CLEARED W/ APPROPRIATE AGENCIES PRIOR TO START OF CONSTRUCTION.
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REFERENCE PUBLICATIONS FOR THIS PROJECT ARE:
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- 2019 CALIFORNIA PLUMBING CODE - C.P.C.
- 2019 CALIFORNIA MECHANICAL CODE - C.M.C.
- 2019 CALIFORNIA ELECTRICAL CODE - C.E.C.
- 2019 CALIFORNIA ENERGY STANDARDS COMMISSION - C.E.S.C.
- 2019 CALIFORNIA HISTORICAL BUILDING CODE - C.H.B.C.
- 2019 CALIFORNIA FIRE CODE - C.F.C.
- CALIFORNIA EXISTING BUILDING CODE - C.E.B.C.
- 2019 CALIFORNIA GREEN BUILDING STANDARDS COMMISSION - C.G.B.S.C.
- 2019 NATIONAL FIRE PROTECTION ASSOCIATION, 13D STANDARDS - N.F.P.A.

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VERIFICATION OF ALL DIMENSIONS, NOTES, MATERIALS AND METHODS OF CONSTRUCTION SHALL BE THE RESPONSIBILITY OF THE BUILDER. ALL REVISIONS TO PLAN, CONSTRUCTION DETAILS AND ASSEMBLAGES NOT SPECIFICALLY DETAILED IN THE APPROVED DRAWINGS ARE THE SOLE RESPONSIBILITY OF THE BUILDER. ANY CHANGES TO THE PLAN REQUIRE REVIEW AND APPROVAL FROM THE OWNER AND DESIGNER.

EXHIBIT "C"

COVER SHEET

REVISIONS: DATE:

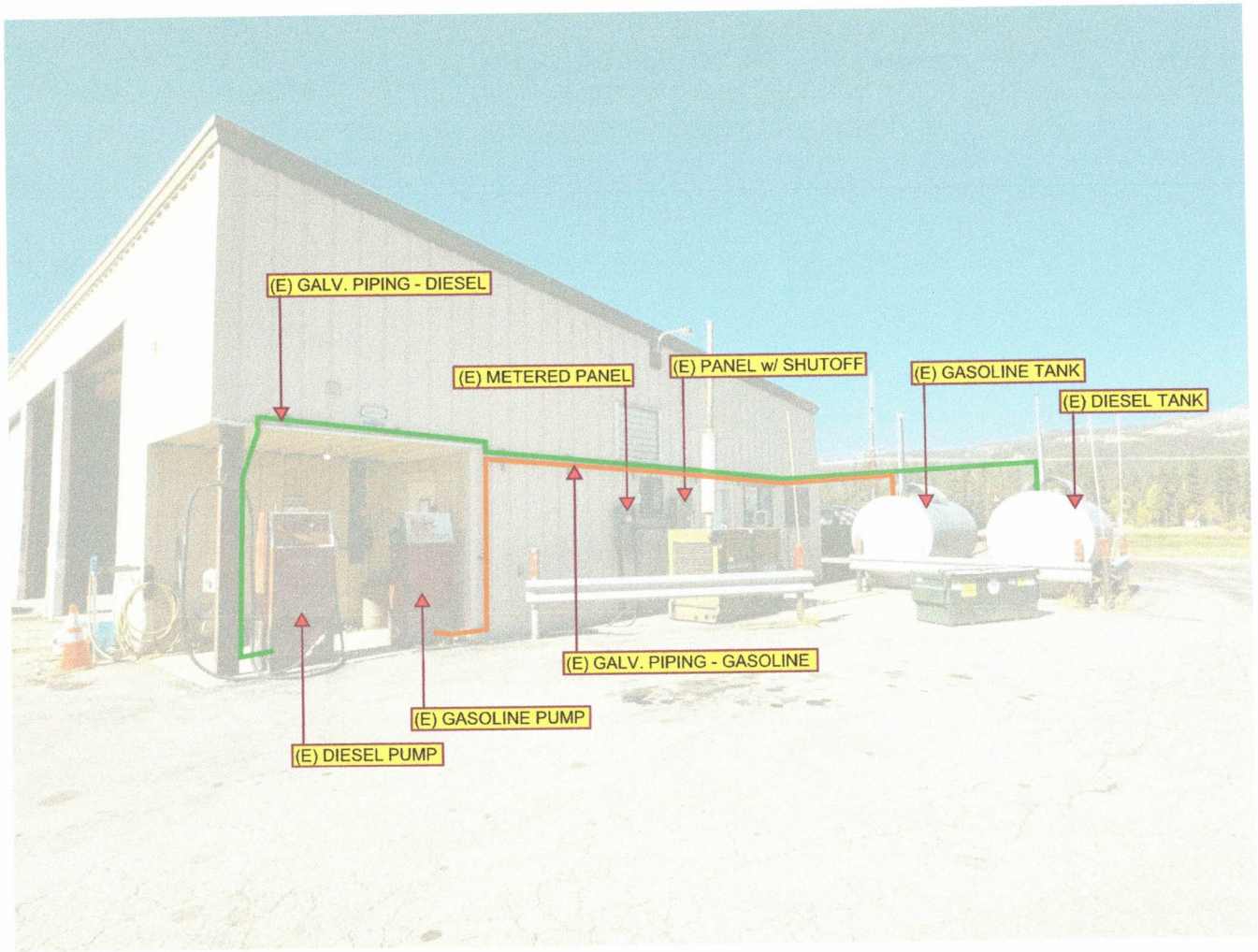
PE / PLS:

PLUMAS COUNTY
DEPARTMENT OF PUBLIC WORKS

NEW FUELING EQUIPMENT FOR:
GRAEAGLE MAINTENANCE YARD
GRAEAGLE, CA 96103
PLUMAS COUNTY

SCALE:
DRAWN: AMH
CHECKED: AMH
DATE: 10/5/24
NOTES:

SHEET 1



EXISTING CONDITIONS

DATE:
REVISIONS:
1

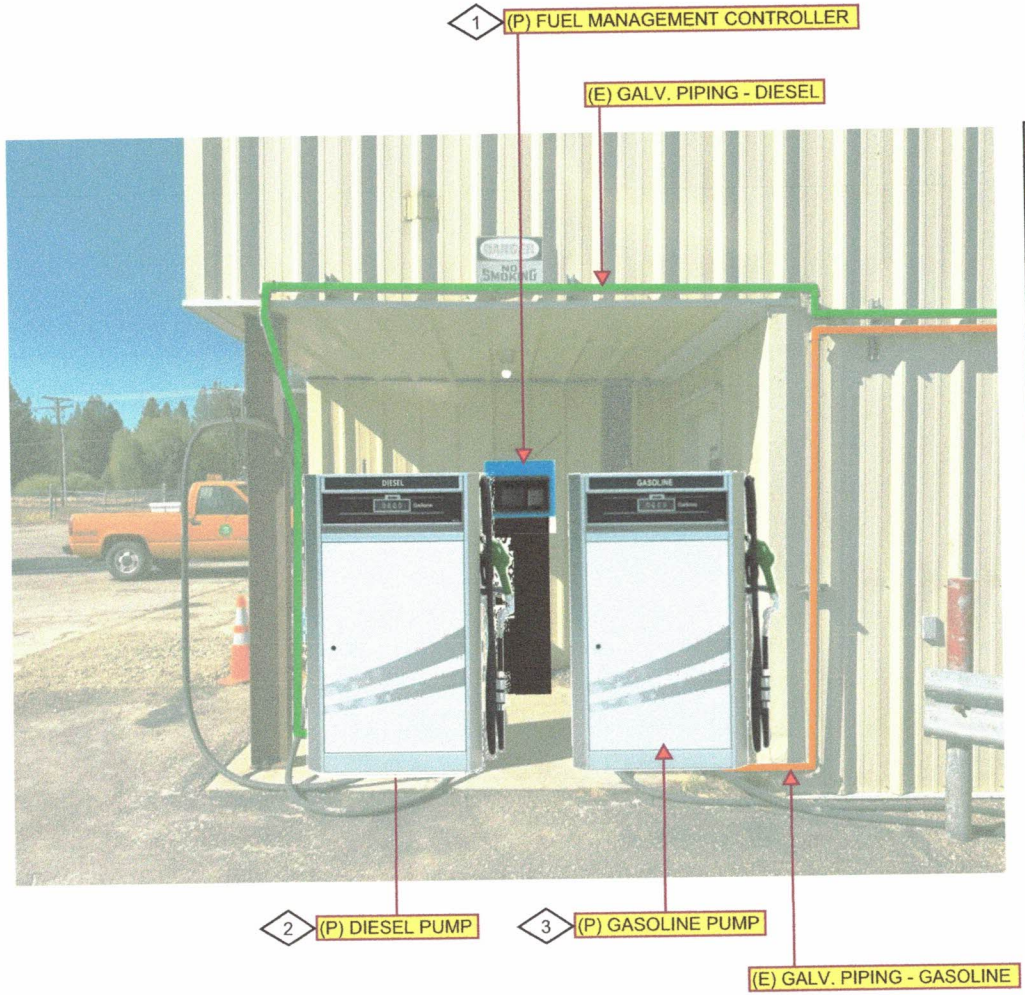
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PLUMAS COUNTY
DEPARTMENT OF PUBLIC WORKS

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GRAEAGLE, CA 96103
PLUMAS COUNTY

SCALE:
DRAWN: AMH
CHECKED: AMH
DATE: 10/5/24
NOTES:

SHEET
2



PRODUCT SPECIFICATIONS

1 ELECTRONIC FUEL MANAGEMENT CONTROLLER
CAPABILITIES:
-EACH USER MUST HAVE OWN ID AND PIN
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-ABILITY TO VIEW DATA BY A WEB BASED APPLICATION
-ABILITY TO TO TRACK 1000 EQUIPMENT ENTRIES
(OPW FSC3000 w/ PV200 AND DX FLEET SOFTWARE OR APPROVED EQUAL)

2 MECHANICAL FLEET DISPENSER (FOR DIESEL)
CAPABILITIES:
-MUST COMMUNICATE WITH FUEL MANAGEMENT CONTROLLER
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-DISPENSER MUST BE WATER RESISTANT DUE TO EXPOSURE TO ELEMENTS.
(WAYNE / DRESSER G6200 OR APPROVED EQUAL)

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(E) = EXISTING
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PROPOSED CONDITIONS

DATE:
REVISIONS:
PE / PLS:
No. C78543 Exp. 9/30/25
PLUMAS COUNTY
DEPARTMENT OF PUBLIC WORKS

NEW FUELING EQUIPMENT FOR:
GRAEAGLE MAINTENANCE YARD
GRAEAGLE, CA 96103
PLUMAS COUNTY

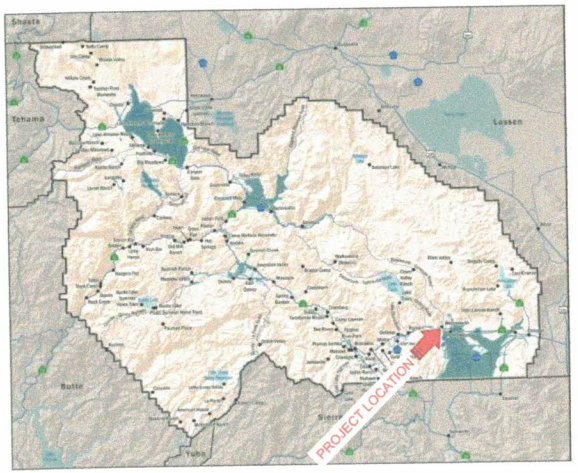
SCALE:
DRAWN: AMH
CHECKED: AMH
DATE: 10/5/24
NOTES:

SHEET
3

EXHIBIT D

NEW FUELING EQUIPMENT FOR:
BECKWOURTH MAINTENANCE YARD

BECKWOURTH, CA 96129
PLUMAS COUNTY



COUNTY MAP



VICINITY MAP

PROJECT DESCRIPTION

THE EXISTING FUEL DISPENSERS ARE NOT WORKING PROPERLY AND REQUIRE REPLACEMENT. PLUMAS COUNTY DEPARTMENT OF PUBLIC WORKS WOULD LIKE TO REPLACE THE EXISTING (E) DISPENSERS WITH NEWER UNITS THAT HAVE THE CAPABILITY TO SEND USAGE TO AN ELECTRONIC FUEL MANAGEMENT CONTROLLER. THE FUEL MANAGEMENT CONTROLLER SHOULD BE CAPABLE OF LETTING USERS LOGON, DISPENSE EITHER GASOLINE OR DIESEL AND RECORD THE FUEL USAGE. THE FUEL USAGE SHOULD BE ABLE TO BE DOWNLOADED ON A USB OR SENT OVER THE INTERNET FOR RECORDS AND BILLING PURPOSES.

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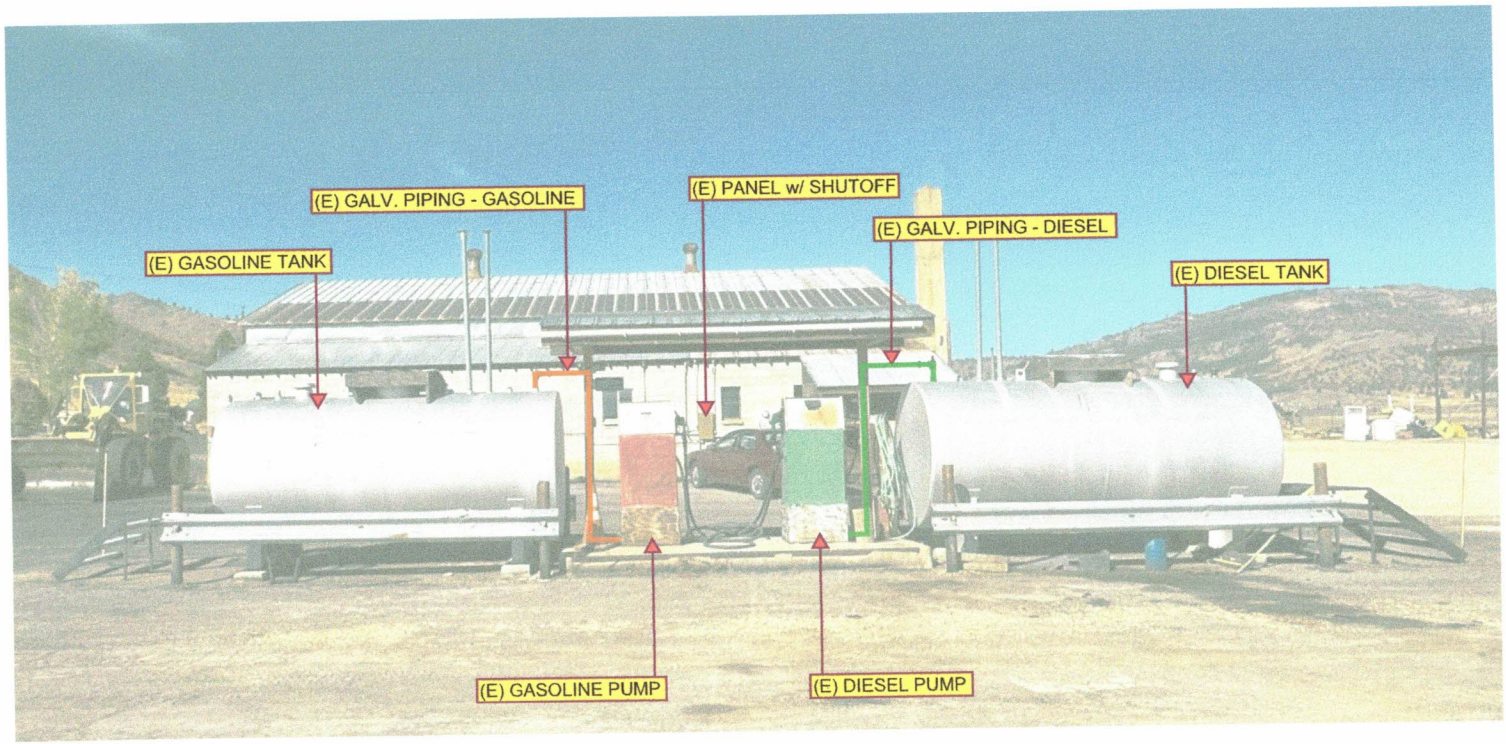
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EXHIBIT "D"

COVER SHEET

DATE:
REVISIONS:
PE / PLS:
No. C78543 Exp. 9/30/25
PLUMAS COUNTY DEPARTMENT OF PUBLIC WORKS
NEW FUELING EQUIPMENT FOR: BECKWOURTH MAINTENANCE YARD
BECKWOURTH, CA 96129
PLUMAS COUNTY
SCALE:
DRAWN: AMH
CHECKED: AMH
DATE: 10/28/24
NOTES:
SHEET 1



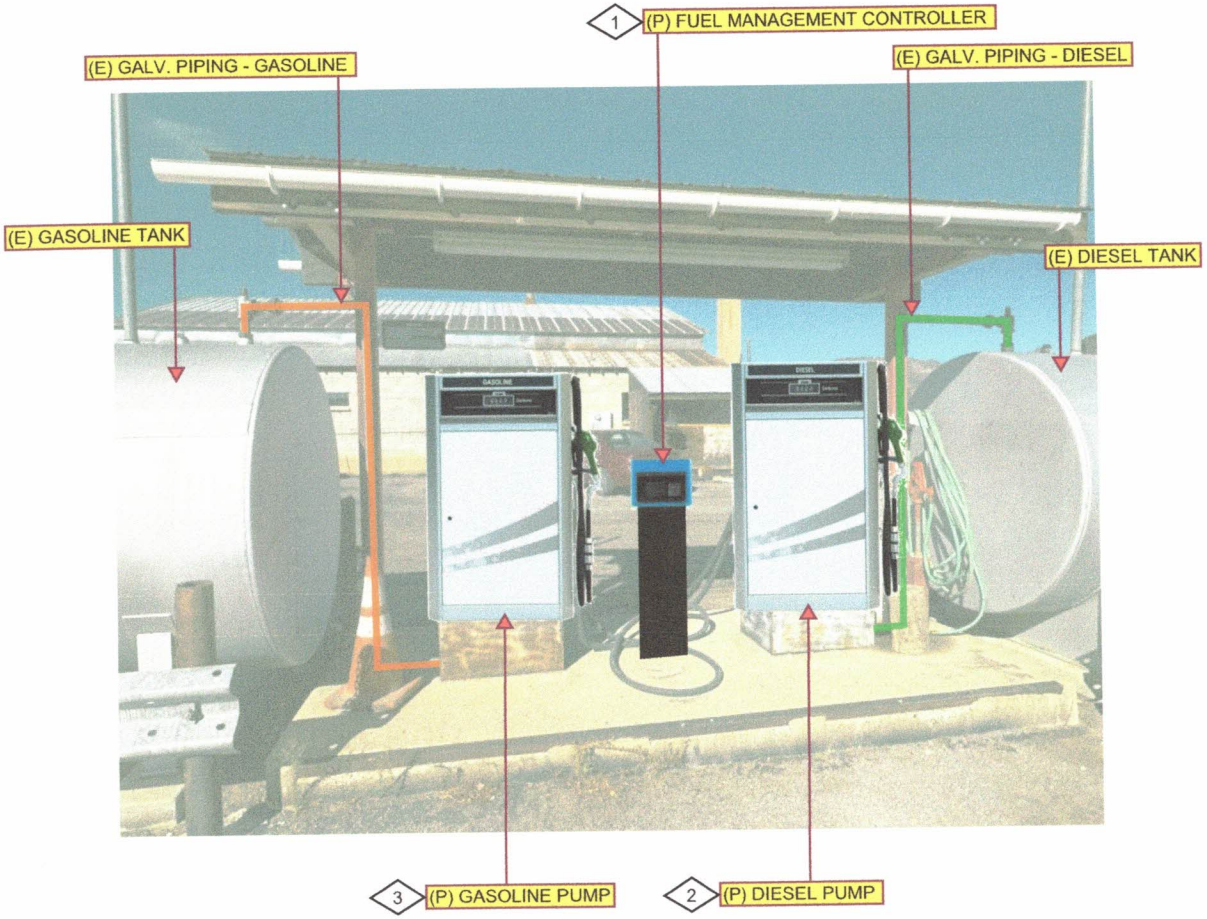
EXISTING CONDITIONS

DATE:
REVISIONS:
PE / PLS:
PLUMAS COUNTY
DEPARTMENT OF PUBLIC WORKS

NEW FUELING EQUIPMENT FOR:
BECKWOURTH MAINTENANCE YARD
BECKWOURTH, CA 96129
PLUMAS COUNTY

SCALE:
DRAWN: AMH
CHECKED: AMH
DATE: 10/25/24
NOTES:

SHEET
2



PRODUCT SPECIFICATIONS

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-ABILITY TO VIEW DATA BY A WEB BASED APPLICATION
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PROPOSED CONDITIONS

DATE:
REVISIONS:
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PLUMAS COUNTY
DEPARTMENT OF PUBLIC WORKS

NEW FUELING EQUIPMENT FOR:
BECKWOURTH MAINTENANCE YARD
BECKWOURTH, CA 96129
PLUMAS COUNTY

SCALE:
DRAWN: AMH
CHECKED: AMH
DATE: 10/25/24
NOTES:

SHEET
3

PLUMAS COUNTY
PUBLIC WORKS DEPARTMENT
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Rob Thorman, Director of Public Works**
MEETING DATE:	**February 4, 2025**
SUBJECT:	**Approve and authorize the budget transfer of $143,000 from Professional Services (account 521900), to Capital/Building Improvements (account 540110), a fixed asset account within the Road Fund budget. Approved by Auditor/Controller. Discussion and possible action. (Four/Fifths roll call vote).**

Recommendation:

The Director of Public Works respectfully recommends that the Board of Supervisors authorize theRoad Department to Transfer $143,000 from Professional Services to Capital/Building Improvements.

Background and Discussion:

This Agenda Request pertains to the need by the Department of Public Works to upgrade its fuel tanks in the Beckwourth and Graeagle maintenance yards.

These funds were not budgeted in the FY24/25 annual budget approved by the Board of Supervisors on October 1, 2024.

The anticipated cost to replace the fuel tanks in both maintenance yards is not expected to exceed $143,000.

As there are projected savings in the Professional Services expense line item, the Department is recommending that the Board of Supervisors approve the attached budget request to allow the Department to pay for this project in this current 24/25 fiscal year.

Action:

Approve and authorize the budget transfer of $143,000 from Professional Services (account 521900), to Capital/Building Improvements (account 540110), a fixed asset account within the Road Fund budget. Approved by Auditor/Controller. Discussion and possible action. **(Four/Fifths roll call vote).**

Fiscal Impact:

No impact to the General Fund. Road budget.

Attachments:

1. Budget Transfer Cap/Bld Improvments

COUNTY OF PLUMAS
REQUEST FOR BUDGET APPROPRIATION TRANSFER
OR SUPPLEMENTAL BUDGET

TRANSFER NUMBER
(Auditor's Use Only)

Department: Roads Dept. No: 20521 Date 12/31/2024

The reason for this request is (check one):			Approval Required
A.	☐	Transfer to/from Contingencies OR between Departments	Board
B.	☐	Supplemental Budgets (including budget reductions)	Board
C.	☑	Transfers to/from or new Fixed Asset, within a 51XXX	Board
D.	☐	Transfer within Department, except fixed assets	Auditor
E.	☐	Establish any new account except fixed assets	Auditor

☑ **TRANSFER FROM OR** ☐ **SUPPLEMENTAL REVENUE ACCOUNTS**
(CHECK "TRANSFER FROM" IF TRANSFER WITHIN EXISTING BUDGET, CHECK "SUPPLEMENTAL REVENUE" IF SUPPLEMENTAL, NEW UNBUDGETED REVENUE)

$6,219,360.15
1/2/25

Fund #	Dept #	Acct #	Account Name	$ Amount
0002	20521	521900	Professional Services	143,000.00
			Total (must equal transfer to total)	143,000.00

☑ **TRANSFER TO OR** ☐ **SUPPLEMENTAL EXPENDITURE ACCOUNTS**
(CHECK "TRANSFER TO" IF TRANSFER WITHIN EXISTING BUDGET, CHECK "SUPPLEMENTAL EXPENDITURE" IF SUPPLEMENTAL, NEW UNBUDGETED EXPENSE)

Fund #	Dept #	Acct #	Account Name	$ Amount
0002	20521	540110	CAPITAL/BLD IMPROVEMENTS	143,000.00
			Total (must equal transfer to total)	143,000.00

RECEIVED
JAN 02 2025
PLUMAS COUNTY
AUDITOR-CONTROLLER

Supplemental budget requests require Auditor/Controller's signature

Please provide copy of grant award, terms of award, proof of receipt of additional revenue, and/or backup to support this request.

In the space below, state (a) reason for request, (b) reason why there are sufficient balances in affected accounts to finance transfer, (c) why transfer cannot be delayed until next budget year (attach memo if more space is needed) or (d) reason for the receipt of more or less revenue than budgeted.

A) "CAPITAL/BLD IMPROVEMENTS " expenses not budgeted in FY24/25

B) The line item for "Professional Services" is anticipated to come in lower than budget

C) Payment needs to be made from FY24/25 budget

D) _____

Approved by Department Signing Authority: Damien Funk

X Approved/ Recommended _____ Disapproved/ Not recommended

Auditor/Controller Signature: _____

Board Approval Date: _____ Agenda Item No. _____

Clerk of the Board Signature: _____

Date Entered by Auditor/Controller: _____ Initials _____

INSTRUCTIONS:

Original and 1 copy of ALL budget transfers go to Auditor/Controller. If supplemental request they must go to the Auditor/Controller. Original will be kept by Auditor, copies returned to Department after it is entered into the system.

Supplemental transfer must have Auditor/Controllers signature. Auditor/Controller will forward all signed, supplemental transfers to the Board for approval.

If one copy of agenda request and 13 copies of Board memo and backup are attached, the entire packet will be forwarded, after all signatures are obtained, to the Clerk of the Board. If only the budget form is sent, it will be returned to the Department after all signatures are obtained.

Transfers that are going to be submitted to the Board for approval:

A. Must be signed by the Auditor/Controller; if supplemental must be signed by the Auditor/Controller.

PLUMAS COUNTY
FACILITY SERVICES
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Nick Collin, Facilities Director**
MEETING DATE:	**February 4, 2025**
SUBJECT:	**Approve and authorize supplemental budget transfer of $29,150.00 from Airport Fund Balance (0110) to 2089152 520900 to cover the over-budget costs for unforeseen, necessary repairs to the Chester plow truck and AV Gas fuel tank at Chester Airport; approved by Auditor/Controller. Four/Fifths roll call vote**

Recommendation:

Approve and authorize supplemental budget transfer of $29,150.00 from Airport Fund Balance (0110) to 2089152 520900 to cover the over-budget costs for unforeseen, necessary repairs to the Chester plow truck and AV Gas fuel tank at Chester Airport.

Background and Discussion:

The pump inside the AV Gas fuel tank at Chester Airport failed this past summer rendering the fuel pump inoperable. The cost to replace the fuel pump was $7,600. Also, the front differential on the Chester Plow Truck also suffered catastrophic failure this past fall which rendered the plow truck inoperable. The Facility Services & Airports Department seeks to drawdown additional funds from Airport Fund Balance to cover the costs for these unforeseeable incidents because funds were not budgeted for these extensive repairs.

Action:

Approve and authorize supplemental budget transfer of $29,150.00 from Airport Fund Balance (0110) to 2089152 520900 to cover the over-budget costs for unforeseen, necessary repairs to the Chester plow truck and AV Gas fuel tank at Chester Airport.

Fiscal Impact:

No General Fund impact. Funds needed come from Airport Fund Balance. Airport Fund Balance as of today, January 24, 2025, is $410,294.

Attachments:

1. 20250124111125
2. 4728 FINAL Plow Truck Repair

COUNTY OF PLUMAS
REQUEST FOR BUDGET APPROPRIATION TRANSFER
OR SUPPLEMENTAL BUDGET

TRANSFER NUMBER
(Auditor's Use Only)

Department: Airports Dept. No: 20891 Date 1/24/2025

The reason for this request is (check one):			Approval Required
A.	☐	Transfer to/from Contingencies OR between Departments	Board
B.	☑	Supplemental Budgets (including budget reductions)	Board
C.	☐	Transfers to/from or new Fixed Asset, within a 51XXX	Board
D.	☐	Transfer within Department, except fixed assets	Auditor
E.	☐	Establish any new account except fixed assets	Auditor

☑ **TRANSFER FROM OR** ☐ **SUPPLEMENTAL REVENUE ACCOUNTS**
(CHECK "TRANSFER FROM" IF TRANSFER WITHIN EXISTING BUDGET, CHECK "SUPPLEMENTAL REVENUE" IF SUPPLEMENTAL, NEW UNBUDGETED REVENUE)

Fund #	Dept #	Acct #	Account Name	$ Amount
0110	20891		Fund Balance	29,150.00
			Total (must equal transfer to total)	29,150.00

☑ **TRANSFER TO OR** ☐ **SUPPLEMENTAL EXPENDITURE ACCOUNTS**
(CHECK "TRANSFER TO" IF TRANSFER WITHIN EXISTING BUDGET, CHECK "SUPPLEMENTAL EXPENDITURE" IF SUPPLEMENTAL, NEW UNBUDGETED EXPENSE)

Fund #	Dept #	Acct #	Account Name	$ Amount
0110	20891	520900	Equipment Maintenance	29,150.00
			Total (must equal transfer to total)	29,150.00

Supplemental budget requests require Auditor/Controller's signature

Please provide copy of grant award, terms of award, proof of receipt of additional revenue, and/or backup to support this request.

In the space below, state (a) reason for request, (b) reason why there are sufficient balances in affected accounts to finance transfer, (c) why transfer cannot be delayed until next budget year (attach memo if more space is needed) or (d) reason for the receipt of more or less revenue than budgeted.

A) Transfer from Fund Balance for two unforeseeable repairs at Chester Airport: plow truck - $21,550; AV Gas fuel pump - $7,600

B) _____

C) _____

D) _____

Approved by Department Signing Authority: Brit McCann

X Approved/ Recommended _____ Disapproved/ Not recommended

Auditor/Controller Signature: Martellhoh

Board Approval Date: _____ Agenda Item No. _____

Clerk of the Board Signature: _____

Date Entered by Auditor/Controller: _____ Initials _____

INSTRUCTIONS:

Original and 1 copy of ALL budget transfers go to Auditor/Controller. If supplemental request they must go to the Auditor/Controller. Original will be kept by Auditor, copies returned to Department after it is entered into the system.

Supplemental transfer must have Auditor/Controllers signature. Auditor/Controller will forward all signed, supplemental transfers to the Board for approval.

If one copy of agenda request and 13 copies of Board memo and backup are attached, the entire packet will be forwarded, after all signatures are obtained, to the Clerk of the Board. If only the budget form is sent, it will be returned to the Department after all signatures are obtained.

Transfers that are going to be submitted to the Board for approval:

A. Must be signed by the Auditor/Controller; if supplemental must be signed by the Auditor/Controller.

Services Agreement

This Agreement is made by and between the COUNTY OF PLUMAS, a political subdivision of the State of California, by and through its **Facility Services** (hereinafter referred to as "County"), and **JBP LLC dba Silver State International,** a Nevada Limited Liability Company, (hereinafter referred to as "Contractor").

The parties agree as follows:

1. Scope of Work. Contractor shall provide the County with services as set forth in Exhibit A, attached hereto.

    1. Compensation. County shall pay Contractor for services provided to County pursuant to this Agreement in the manner set forth in Exhibit B, attached hereto. Payment shall be made to Contractor upon completion of the work and acceptance by the County. The total amount paid by County to Contractor under this Agreement shall not exceed **Twenty-One Thousand Five Hundred Fifty-Two and 10/100 Dollars ($21,552.10)**.

2. Term. The term of this agreement shall be from **December 23, 2024,** through **March 31, 2025**, unless terminated earlier as provided herein. County's Board of Supervisors hereby ratifies, and approves for payment, services provided by Contractor from December 23, 2024, to the date of approval of this Agreement by the Board of Supervisors.

3. Termination. Either party may terminate this agreement by giving thirty (30) days written notice to the other party.

4. Non-Appropriation of Funds. It is mutually agreed that if, for the current fiscal year and/or any subsequent fiscal years covered under this Agreement, insufficient funds are appropriated to make the payments called for by this Agreement, this Agreement shall be of no further force or effect. In this event, the County shall have no liability to pay any further funds whatsoever to Contractor or furnish any other consideration under this Agreement and Contractor shall not be obligated to perform any further services under this Agreement. If funding for any fiscal year is reduced or deleted for the purposes of this program, the County shall have the option to either cancel this Agreement with no further liability incurring to the County, or offer an amendment to Contractor to reflect the reduced amount available to the program. The parties acknowledge and agree that the limitations set forth above are required by Article XVI, section 18 of the California Constitution. Contractor acknowledges and agrees that said Article XVI, section 18 of the California Constitution supersedes any conflicting law, rule, regulation or statute.

5. Warranty and Legal Compliance. The services provided under this Agreement are non-exclusive and shall be completed promptly and competently. Contractor shall guarantee all parts and labor for a period of one year following the expiration of the term of this Agreement unless otherwise specified in Exhibit A. Contractor agrees to comply with all applicable terms of state and federal laws and regulations, all applicable grant funding conditions, and all applicable terms of the Plumas County Code and the Plumas County Purchasing and Practice Policies.

6. Amendment. This Agreement may be amended at any time by mutual agreement of the parties, expressed in writing and duly executed by both parties. No alteration of the terms of this Agreement shall be valid or binding upon either party unless made in writing and duly executed by both parties.

7. Indemnification. To the furthest extent permitted by law (including without limitation California Civil Code Sections 2782 and 2782.8, if applicable), County shall not be liable for, and Contractor shall defend and indemnify County and its officers, agents, employees, and volunteers (collectively "County Parties"), against any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorney's fees and court costs (hereinafter collectively referred to as "Claims"), which arise out of or are in any way connected to the work covered by this Agreement arising either directly or indirectly from any act, error, omission or negligence of Contractor or its officers, employees, agents, contractors, licensees or servants, including, without limitation, Claims caused by the concurrent negligent act, error or omission, whether active or passive of County Parties. Contractor shall have no obligation, however, to defend or indemnify County Parties from a Claim if it is determined by a court of competent jurisdiction that such Claim was caused by the sole negligence or willful misconduct of County Parties. The obligations of this indemnity shall be for the full amount of all damage to County, including defense costs, and shall not be limited by any insurance limits.

8. Insurance. Contractor agrees to maintain the following insurance coverage throughout the term of this Agreement:

   a. Commercial general liability (and professional liability, if applicable to the services provided) coverage, with minimum per occurrence limit of the greater of (i) the limit available on the policy, or (ii) one million dollars ($1,000,000).

   b. Automobile liability coverage (including non-owned automobiles), with minimum bodily injury limit of the greater of (i) the limit available on the policy, or (ii) two-hundred fifty thousand dollars ($250,000) per person and five hundred thousand dollars ($500,000) per accident, as well as a minimum property damage limit of the greater of (i) the limit available on the policy, or (ii) fifty thousand dollars ($50,000) per accident.

   c. Each policy of commercial general liability (and professional liability, if applicable to the services provided) coverage and automobile liability coverage (including non-owned automobiles) shall meet the following requirements:

      i. Each policy shall be endorsed to name the County, its officers, officials, employees, representatives and agents (collectively, for the purpose of this section 9, the "County") as additional insureds. The Additional Insured

endorsement shall be at least as broad as ISO Form Number CG 20 38 04 13; and

ii. All coverage available under such policy to Contractor, as the named insured, shall also be available and applicable to the County, as the additional insured; and

iii. All of Contractor's available insurance proceeds in excess of the specified minimum limits shall be available to satisfy any and all claims of the County, including defense costs and damages; and

iv. Any insurance limitations are independent of and shall not limit the indemnification terms of this Agreement; and

v. Contractor's policy shall be primary insurance as respects the County, its officers, officials, employees, representatives and agents, and any insurance or self-insurance maintained by the County, its officers, officials, employees, representatives and agents shall be in excess of the Contractor's insurance and shall not contribute with it, and such policy shall contain any endorsements necessary to effectuate this provision. The primary and non-contributory endorsement shall be at least as broad as ISO Form 20 01 04 13; and

vi. To the extent that Contractor carries any excess insurance policy applicable to the work performed under this Agreement, such excess insurance policy shall also apply on a primary and non-contributory basis for the benefit of the County before the County's own primary insurance policy or self-insurance shall be called upon to protect it as a named insured, and such policy shall contain any endorsements necessary to effectuate this provision.

d. Workers Compensation insurance in accordance with California state law.

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

9. Licenses and Permits. Contractor represents and warrants to County that it or its principals have all licenses, permits, qualifications, and approvals of whatsoever nature that are legally required for Contractor to practice its profession and to perform its duties and obligations under this Agreement. Contractor represents and warrants to County that Contractor shall, at its sole cost and expense, keep in effect at all times during the term of

this Agreement any licenses, permits, and approvals that are legally required for Contractor or its principals to practice its professions and to perform its duties and obligations under this Agreement. **NOTE: Garages are not subject to registration if they provide repairs only on motor trucks with a gross weight exceeding 10,000 pounds. NRS 487.550.**

10. Relationship of Parties. It is understood that Contractor is not acting hereunder as an employee of the County, but solely as an independent contractor. Contractor, by virtue of this Agreement, has no authority to bind, or incur any obligation on behalf of, County. Except as expressly provided in this Agreement, Contractor has no authority or responsibility to exercise any rights or power vested in County. It is understood by both Contractor and County that this Agreement shall not under any circumstances be construed or considered to create an employer-employee relationship or joint venture.

11. Assignment. Contractor may not assign, subcontract, sublet, or transfer its interest in this Agreement without the prior written consent of the County.

12. Non-discrimination. Contractor agrees not to discriminate in the provision of service under this Agreement on the basis of race, color, religion, marital status, national origin, ancestry, sex, sexual orientation, physical or mental handicap, age, or medical condition.

13. Choice of Law. The laws of the State of California shall govern this agreement.

14. Interpretation. This agreement is the result of the joint efforts of both parties and their attorneys. The agreement and each of its provisions will be interpreted fairly, simply, and not strictly for or against either party.

15. Integration. This Agreement constitutes the entire understanding between the parties respecting the subject matter contained herein and supersedes any and all prior oral or written agreements regarding such subject matter.

16. Severability. The invalidity of any provision of this Agreement, as determined by a court of competent jurisdiction, shall in no way affect the validity of any other provision hereof.

17. Headings. The headings and captions contained in this Agreement are for convenience only, and shall be of no force or effect in construing and interpreting the provisions of this Agreement.

18. Waiver of Rights. No delay or failure of either party in exercising any right, and no partial or single exercise of any right, shall be deemed to constitute a waiver of that right or any other right.

19. Conflict of Interest. The parties to this Agreement have read and are aware of the provisions of Government Code section 1090 *et seq*. and section 87100 *et seq*. relating to conflicts of interest of public officers and employees. Contractor represents that it is unaware of any financial or economic interest of any public officer or employee of County relating to this Agreement. It is further understood and agreed that if such a

financial interest does exist at the inception of this Agreement and is later discovered by the County, the County may immediately terminate this Agreement by giving written notice to Contractor.

20. Notice Addresses. All notices under this Agreement shall be effective only if made in writing and delivered by personal service or by mail and addressed as follows. Either party may, by written notice to the other, change its own mailing address.

County:

Facility Services
County of Plumas
198 Andy's Way
Quincy CA 95971
Attention: Nick Collin, Director

Contractor:

JBP LLC dba Silver State International
2255 Larkin Circle
Sparks, NV 89431
Attention: Mark Dole

21. Time of the Essence. Time is hereby expressly declared to be of the essence of this Agreement and of each and every provision thereof, and each such provision is hereby made and declared to be a material, necessary, and essential part of this Agreement.

22. Contract Execution. Each individual executing this Agreement on behalf of Contractor represents that he or she is fully authorized to execute and deliver this Agreement.

23. Ukraine Sanctions. Pursuant to Executive Order N-6-22 Contractor is aware that as a compliance with the economic sanctions imposed in response to Russia's actions in Ukraine is required, including with respect to, but not limited to, the federal executive orders identified in the EO and the sanctions identified on the U.S. Department of the Treasury website (https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions). Failure to comply may result in the termination of this agreement.

24. Suspension and Debarment. The County does not employ vendors or contractors who are listed on the National World Wide Web Site System for Award Management (sam.gov) by Federal General Services Administration (GSA) for the purpose of disseminating information on parties that are debarred from receiving Federal contracts, certain subcontracts, and certain Federal financial and nonfinancial assistance and benefits, pursuant to the provisions of 31 U.S.C. 6101, note, E.O. 12549, E.O. 12689, 48 CFR 9.404, and each agency's codification of the Common Rule for Non-procurement suspension and debarment.

a. This Contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the Contractor is required to verify that none of the Contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R.§ 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

b. The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

c. This certification is a material representation of fact relied upon by the County. If it is later determined that the Contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the County, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

d. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any Contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

25. Retention of Records. If the maximum compensation payable under section 2 of this Agreement exceeds $10,000, then, pursuant to California Government Code section 8546.7, the performance of any work under this Agreement is subject to the examination and audit of the State Auditor at the request of the County or as part of any audit of the County for a period of three years after final payment under the Agreement. Each party hereto shall retain all records relating to the performance and administration of this Agreement for three years after final payment hereunder, and Contractor agrees to provide such records either to the County or to the State Auditor upon the request of either the State Auditor or the County.

26. Conflicts. In the event of any conflict between the terms of this Agreement and the terms of any exhibit hereto, the terms of this Agreement shall control, and the conflicting term of the exhibit shall be given no effect. Any limitation of liability contained in an attached exhibit shall be null and void.

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

CONTRACTOR:

JBP LLC dba Silver State International,
A Nevada company:

By:_____
Name: John B Phillips
Title: Managing Member
Date signed:

COUNTY:

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

By:_____
Name: Kevin Goss
Title: Board of Supervisors, Chair
Date signed:

ATTEST:

By:_____
Name: Allen Hiskey
Title: Clerk of the Board
Date signed:

Approved as to form:
Craig Settlemire
Counsel

EXHIBIT A

Scope of Work

2. Contractor shall provide truck repair services per repair quote dated 12/23/2024 upon request by Facility Services.

3. Services contemplated by the parties include, but are not limited to, the following:

    a. Diagnosis of metal grinding noise in front axle of International Plow Truck Vin # 3HAEETAR4ML528344
    b. Repair as per quote

EXHIBIT B

Repair Management
BY NAVISTAR

SILVER STATE INTL

2255 LARKIN CIRCLE - SPARKS, NV 89431
Phone: (1) 775-6856000 - Fax: (1) 775-6856015
Estimate Number: 4707045 - RO Number: R201021928
Service Writer: Jeremiah Walker - Date: 12/23/2024 12:22 PM (C)

SILVER STATE INTERNATIONAL

Currency: USD

Unit No: PLUMAS COUNTY

VIN: 3HAEETAR4ML528344
Model: HV507 SFA
Engine: CUM L9 350 350HP/2200 GOV
Make: International
Delivered: 4/20/2021
In Service: 3 Years 8 Months
Mileage: 5404 Eng Hrs: 302

Recall/AFC: No

Contact Name: Eric Braswell
Position: primary
Phone: (530) 283-6496
E-Mail: pcpwshop@countyofplumas.com
PO Number:

Operation (Un-Sectioned)	Labor Cost	Parts Cost	Core Charge	Total Cost
Diaggnosed grinding in 4 wheel drive. Confirmed complaint. Performed visual inspection and found both axle shaft joints worn/damaged. Checked fill plug, found metal on plug. Removed drain plug, found bearing material and damaged gear teeth	$749.70	$0.00	$0.00	$749.70
Remove spindles, front differential and clean housing. Replace axle shaft seals in housing, Install new front differential. Replace bushings in spindles and reinstall with new axle shafts. Refill with new fluid, road test. (1) DIFFERENTIAL ASSEMBLY (1) SHAFT, W/ U-JOINT, LH (1) SHAFT, W/ U-JOINT, RH (1) SEAL, OIL, SPINDLE, AXLE, FRONT (1) SEAL, OIL, AXLE SHAFT, FRONT, DRIVEN STEER AXLE (2) SEAL, OIL, WHEEL BEARING, FRONT, INNER (4) BUSHING, HOUSING AXLE SHAFT (2) SEAL, OIL, STEERING KNUCKLE, AXLE, FRONT (1) EPI [SUPERCEDED] ITEM	$5,355.00	$13,343.84	$0.00	$18,698.84

Notes: *[12/23/2024 12:22 PM] - Dealer: Transmission has a grinding noise or has harsh shifting , always*

[12/31/2024 4:02 PM] - Dealer: PARTS 7-10 DAYS OUT

Summary	
Parts:	$13,343.84
Core:	$0.00
Labor:	$6,104.70
Shop:	$457.85
Tax:	$1,140.71
Haz. Waste:	$5.00
Freight:	$500.00
TOTAL:	$21,552.10

This estimate is subject to teardown and inspection. This estimate is valid for 30 days from date above. I, the undersigned, authorize you to perform the repairs and furnish the necessary materials. I understand any costs verbally quoted are an estimate only and not binding. Your employees may operate vehicle for inspecting, testing and delivery at my risk. You will not be responsible for loss or damage to vehicle or articles left in it. AUTHORIZED BY:_____
DATE:___/___/___

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PLUMAS COUNTY
HUMAN RESOURCES DEPARTMENT
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Cyndi Tweedle, Human Resources Analyst II**
MEETING DATE:	**February 4, 2025**
SUBJECT:	**Adopt RESOLUTION adopting the Job Classification Plan affected by the California minimum wage rate schedule of $16.50 per hour; General Fund Impact as approved in FY 24/25 recommended budget; approved as to form by County Counsel; discussion and possible action. Roll call vote**

Recommendation:

Adopt **RESOLUTION** adopting the Job Classification Plan affected by the California minimum wage rate schedule of $16.50 per hour; General Fund Impact as approved in FY 24/25 recommended budget; approved as to form by County Counsel; discussion and possible action. **Roll call vote**

Background and Discussion:

Starting in 2017, California started a phase-in schedule to reach $15.00 per hour minimum wage for all employers. Once the state minimum wage reached $15.00 per hour for all employees, the rate has been adjusted annually for inflation based on the national consumer price index for urban wage earners and clerical workers (CPI-W). The increases to minimum wages are required by California law that governs the minimum wage rates.

Although there are some exceptions, almost all employees in California must be paid the new minimum wage as required by state law. Effective January 1, 2025, the minimum wage is $16.50 per hour for all employers, not otherwise covered by a higher minimum wage specific to an industry or a locality.

Although Plumas County has increased wage rates over the past seven (7) years with cost-of-living increases and base wage adjustments, we currently have job classifications that will need to be adjusted for the minimum wage threshold of $16.50 per hour.

California's minimum wage has been adjusted on a yearly basis according to the new schedule as shown in the attached Exhibit B.

The attached Exhibit A is a list of Plumas County Job Classifications affected by the new 2025 minimum wage of $16.50 per hour according to the updated Schedule for California Minimum Wage Rate 2017-2025. This new increase also affects some positions that are considered a progressive series of job classifications, keeping the wage steps consistent with the variance of step increases for the job classifications in a series. The wage review includes required experience for the various positions in the specific series. For example, the job class series of Fiscal & Technical Services Assistant classification has three (3) levels of job classifications, i.e. I, II, or III. The pay for these different positions depends on the experience required for each position.

Action:

Adopt **RESOLUTION** adopting the Job Classification Plan affected by the California minimum wage rate schedule of $16.50 per hour; General Fund Impact as approved in FY 24/25 recommended budget; approved as to form by County Counsel; discussion and possible action. **Roll call vote**

Fiscal Impact:

General Fund impact

Attachments:

1. Resolution 4804 FINAL Minimum Wage 02-04-2025
2. Updated Schedule for California Minimum Wage rate 2017-2025

RESOLUTION NO. 2025- _____

RESOLUTION ADOPTING CHANGES TO WAGES IN THE JOB CLASSIFICATION PLAN AFFECTED BY CALIFORNIA MINIMUM WAGE RATE SCHEDULE 2018-2025

WHEREAS, Plumas County Personnel Rule 5.01 provides amendments to be made by resolution of the Fiscal Year 2024/2025 Job Classification Plan covering all positions in the County service; and

WHEREAS, these positions are necessary in the daily operational needs of the various County Departments; and

WHEREAS, this needed update was recognized by the Human Resources department which is now requesting approval of this resolution to amend 2024-2025 job classification wage rates; and

WHEREAS, the effective date of this resolution will be January 1, 2025, in accordance with the Schedule for California Minimum Wage Rate 2024-2025; and

NOW, THEREFORE BE IT RESOLVED by the Plumas County Board of Supervisors as follows:

Approve the base wage increases, effective January 1, 2025, documented in Attachment A, due to the Schedule for California Minimum Wage Rate 2025.

The foregoing Resolution is duly passed and adopted by the Board of Supervisors of the County of Plumas, State of California, at a regular meeting of said Board held on the 4th day of February 2025 by the following vote:

AYES:
NOES:
ABSENT:

_____
Chairperson, Board of Supervisors

ATTEST:

_____
Clerk of the Board

Approved as to form:
Sara James, Attorney
County Counsel's Office

Minimum Wage Forecast

Minimum Wage Forecast		***$ 11.00***	***$ 12.00***	***$13.00***	***$14.00***	***$15.00***	***$15.50***	**$16.00**	**$16.50**
		2018	***2019***	***2020***	***2021***	***2022***	***2023***	**2024**	**2025**
Job Classifications	**Unit**	***Rate***		***1/1/2020***	***1/1/2021***	***1/1/2022***	***1/1/2023***	**Current**	**Proposed**
Engineering Aide	**PW**	*$ 11.00*	*$ 12.24*	*$13.00*	*$14.35*	*$16.50*	*n/c*	$18.51	n/c
Equipment Service Worker	**PW**				*$14.79*	*$16.50*	*n/c*	$18.51	n/c
Public Works Maintenance Worker I	**PW**	*$ 13.22*	*$ 13.48*	*$13.48*	*$14.28*	*$16.50*	*n/c*	$18.51	n/c
Public Works Maintenance Worker II	**PW**	*$ 14.58*	*$ 14.87*	*$14.87*	*$15.30*	*$17.33*	*n/c*	$19.44	n/c
Public Works Maintenance Worker III	**PW**		*$ 16.39*	*$16.39*	*$16.87*	*$19.10*	*n/c*	$21.43	n/c
Public Works Maintenance Leadworker	**PW**				*$17.99*	*$20.05*	*n/c*	$22.50	n/c
Administrative Assistant I	GEN			*$13.82*	*$14.35*	*$15.00*	*$15.50*	$16.43	$16.50
Administrative Assistant II	GEN			*$15.24*	*$15.83*	*$16.54*	*$17.09*	$18.12	n/c
Animal Control Officer I	GEN				*$14.60*	*$15.24*	*$18.25*	$19.35	n/c
Animal Control Officer II	GEN				*$16.08*	*$16.54*	*$21.13*	$22.40	n/c
Animal Shelter Attendent	GEN		*$12.83*	*$13.00*	*$14.35*	*$15.00*	*$15.50*	$16.43	$16.50
Assistant Cook	GEN	*$ 11.00*	*$ 12.00*	*$13.00*	*$14.35*	*$15.00*	*$15.50*	$16.43	$16.50
Auditor Accounting Clerk I	GEN				*$14.66*	*$15.00*	*$15.50*	$16.43	$16.50
Auditor Accounting Clerk II	GEN				*$16.18*	*$16.54*	*$17.09*	$18.12	$18.20
Auditor Accounting Tech	GEN	*$ 12.90*	*$ 13.16*	*$13.16*	*$14.35*	*$18.23*	*$18.84*	$19.97	n/c
BH Administrative Assist I	GEN	*$ 13.55*	*$ 13.82*	*$13.82*	*$14.35*	*$15.00*	*$15.50*	$16.43	$16.50
BH Administrative Assist II	GEN	*$ 14.94*	*$ 15.24*	*$15.24*	*$15.83*	*$16.54*	*$17.09*	$18.12	n/c
BH Supportive Services Technician I	GEN					*$15.31*	*$16.28*	$17.26	n/c
BH Supportive Services Technician II	GEN					*$16.40*	*$17.09*	$18.12	n/c
Bldg & Grounds Maintenance Technician	GEN				*$18.26*	*$19.14*	*$20.42*	$21.65	n/c
Bldg & Grounds Maintenance Worker I	GEN	*$ 13.22*	*$ 13.48*	*$13.48*	*$14.35*	*$15.00*	*$16.00*	$16.96	n/c
Bldg & Grounds Maintenance Worker II	GEN	*$ 14.58*	*$ 14.87*	*$14.87*	*$15.38*	*$15.75*	*$16.80*	$17.81	n/c
Bldg & Grounds Maintenance Worker III	GEN	*$ 16.07*	*$ 16.39*	*$16.39*	*$17.37*	*$18.23*	*$19.45*	$20.62	n/c
Branch Library Assistant I	GEN	*$ 11.99*	*$ 12.24*	*$13.00*	*$14.35*	*$15.00*	*$16.54*	$17.53	n/c
Branch Library Assistant II	GEN	*$ 13.08*	*$13.23*	*$14.33*	*$15.07*	*$15.75*	*$17.36*	$18.40	n/c
Child Support Assistant I	GEN	*$ 12.90*	*$ 13.16*	*$13.16*	*$14.35*	*$15.90*	*n/c*	$16.85	n/c
Child Support Assistant II	GEN					*$17.54*	*n/c*	$18.59	n/c
Child Support Assistant III	GEN					*$18.37*	*n/c*	$19.47	n/c
Child Support Specialist I	GEN	*$ 13.55*	*$ 13.82*	*$13.82*	*$15.07*	*$18.42*	*n/c*	$19.53	n/c
Child Support Specialist II	GEN	*$ 14.94*	*$ 15.24*	*$15.24*	*$15.83*	*$19.82*	*n/c*	$21.01	n/c
Child Support Specialist III	GEN	*$ 16.47*	*$ 16.80*	*$16.80*	*$17.44*	*$21.49*	*n/c*	$22.78	n/c
Custodian	GEN	*$ 11.98*	*$12.00*	*$13.00*	*$14.35*	*$15.00*	*$15.50*	$16.43	$16.50
Deputy Clerk-Recorder I	GEN					*$15.46*	*$16.23*	$17.20	n/c
Deputy Clerk-Recorder II	GEN					*$16.99*	*$18.69*	$19.81	n/c

Minimum Wage Forecast

Minimum Wage Forecast		***$ 11.00***	***$ 12.00***	***$ 13.00***	***$14.00***	***$15.00***	***$15.50***	**$16.00**	**$16.50**
		2018	***2019***	***2020***	***2021***	***2022***	***2023***	**2024**	**2025**
Job Classifications	**Unit**	***Rate***		***1/1/2020***	***1/1/2021***	***1/1/2022***	***1/1/2023***	**Current**	**Proposed**
Deputy Public Guardian/Conservator 1	GEN				*$14.35*	*$15.00*	*$15.50*	$16.43	$16.50
Deputy Public Guardian/Conservator 2	GEN				*$15.83*	*$16.54*	*$17.09*	$18.12	n/c
Driver I	GEN	*$ 13.22*	*$ 13.48*	*$13.48*	*$14.35*	*$15.00*	*$15.50*	$16.43	$16.50
Driver II	GEN	*$ 13.89*	*$ 14.17*	*$14.17*	*$15.07*	*$15.75*	*$16.28*	$17.26	$17.33
Driver III	GEN	*$ 14.58*	*$ 14.87*	*$14.87*	*$15.83*	*$16.54*	*$17.09*	$18.12	$18.20
Elections Coordinator	GEN					*$24.68*	*n/c*	$26.16	n/c
Elections Specialist	GEN					*$16.48*	*$21.64*	$22.94	n/c
Elections Services Assistant I	GEN					*$15.46*	*$16.23*	$17.20	n/c
Elections Services Assistant II	GEN					*$16.99*	*$18.69*	$19.81	n/c
Eligibility Specialist I	GEN					*$15.11*	*$16.00*	$16.96	n/c
Eligibility Specialist II	GEN					*$16.62*	*$17.64*	$18.70	n/c
Eligibility Specialist III	GEN					*$18.53*	*$19.45*	$20.62	n/c
Fiscal & Technical Services Assistant I	GEN	*$ 11.69*	*$ 12.24*	*$13.00*	*$14.35*	*$15.00*	*$15.50*	$16.43	$16.50
Fiscal & Technical Services Assistant II	GEN	*$ 12.90*	*$ 13.81*	*$13.81*	*$15.07*	*$15.75*	*$16.28*	$17.26	$17.33
Fiscal & Technical Services Assistant III	GEN			*$15.23*	*$16.62*	*$17.36*	*$17.94*	$19.02	$19.11
~~Grant Compliance Assistance~~	~~GEN~~				~~*$14.93*~~	~~*$15.00*~~	*SUSPEND*	~~$15.00~~	SUSPEND
Head Cook	GEN	*$11.55*	*$12.85*	*$13.65*	*$15.07*	*$16.54*	*$17.09*	$18.12	$19.11
Health Aide I	GEN	*$11.00*	*$12.24*	*$13.00*	*$14.35*	*$15.00*	*$15.50*	$16.43	$16.50
Health Aide II	GEN	*$11.55*	*$12.60*	*$13.65*	*$15.07*	*$15.75*	*$16.28*	$17.26	$17.33
~~Law Librarian~~	~~GEN~~				~~*$14.92*~~	~~*$15.00*~~	*SUSPEND*	~~$15.00~~	SUSPEND
Lead Deputy Clerk Recorder	GEN					*$21.23*	*$21.64*	$22.94	n/c
Legal Services Assistant I	GEN	*$ 12.90*	*$ 13.16*	*$13.16*	*$14.35*	*$15.00*	*$15.50*	$16.43	$16.50
Legal Services Assistant II	GEN	*$ 14.22*	*$ 14.50*	*$14.50*	*$15.83*	*$16.54*	*$17.09*	$18.12	$18.20
Library Aide	GEN	*$11.00*	*$12.24*	*$13.00*	*$14.35*	*$15.75*	*n/c*	$16.70	n/c
Library Literacy Clerk	GEN	*$11.00*	*$12.24*	*$13.00*	*$14.35*	*$15.75*	*n/c*	$16.70	n/c
Library Technician	GEN	*$ 11.99*	*$13.23*	*$13.23*	*$14.35*	*$16.54*	*$18.23*	$19.32	n/c
Literacy Program Assistant I	GEN	*$ 11.98*	*$12.24*	*$13.00*	*$14.35*	*$16.54*	*n/c*	$17.53	n/c
Literacy Program Assistant II	GEN	*$ 13.22*	*$13.23*	*$13.65*	*$15.83*	*$17.36*	*n/c*	$18.40	n/c
Mentoring Coordinator	GEN		***$12.54***	*$13.00*	*$14.35*	*$15.00*	*$15.50*	$16.43	$16.50
Museum Registrar	GEN				*$14.35*	*$15.75*	*n/c*	$16.70	n/c
Office Assistant I	GEN				*$14.35*	*$15.00*	*$15.50*	$16.43	$16.50
Office Assistant II	GEN				*$15.07*	*$15.75*	*$16.28*	$17.26	$17.33
Office Assistant III	GEN		*$ 14.91*	*$15.66*	*$16.62*	*$17.36*	*$17.94*	$19.02	$19.11
Prevention Aide	GEN	*$ 12.21*	*$ 12.24*	*$13.00*	*$14.35*	*$15.00*	*$15.50*	$16.43	$16.50

Minimum Wage Forecast

Minimum Wage Forecast		***$ 11.00***	***$ 12.00***	***$13.00***	***$14.00***	***$15.00***	***$15.50***	**$16.00**	**$16.50**
		2018	***2019***	***2020***	***2021***	***2022***	***2023***	**2024**	**2025**
Job Classifications	**Unit**	***Rate***		***1/1/2020***	***1/1/2021***	***1/1/2022***	***1/1/2023***	**Current**	**Proposed**
Property Tax Specialist I	GEN	*$ 13.95*	*$ 14.23*	*$14.23*	*$15.07*	*$17.36*	*n/c*	$18.40	n/c
Property Tax Specialist II	GEN	*$ 15.40*	*$ 15.71*	*$15.71*	*$16.62*	*$19.14*	*n/c*	$20.29	n/c
Property Tax Technician	GEN	*$ 12.90*	*$ 13.16*	*$13.16*	*$14.35*	*$15.75*	*n/c*	$16.70	n/c
Records Management Tech I	GEN	*$ 12.90*	*$ 13.16*	*$13.16*	*$14.35*	*$15.00*	*$15.50*	$16.43	$16.50
Records Management Tech II	GEN	*$ 14.22*	*$ 14.50*	*$14.50*	*$15.83*	*$16.54*	*$17.09*	$18.12	$18.20
~~Secretary~~	~~GEN~~	~~*$ 12.29*~~	~~*$ 12.54*~~	~~*$13.00*~~	~~*$14.35*~~	~~*$15.00*~~	*SUSPEND*	~~$15.00~~	SUSPEND
Site Manager	GEN	*$ 12.58*	*$ 13.49*	*$14.33*	*$15.83*	*$16.54*	*$17.94*	$19.02	n/c
Treasurer/Tax Specialist I	GEN				*$14.66*	*$17.36*	*n/c*	$18.40	n/c
Treasurer/Tax Specialist II	GEN				*$16.18*	*$19.14*	*n/c*	$20.29	n/c
Treasurer/Tax Technician	GEN				*$15.60*	*$18.23*	*n/c*	$19.32	n/c
Victim/Witness Advocate	GEN					*$15.69*	*$19.58*	$20.75	n/c
Animal Control Supervisor	**Mid**				***$18.26***	***$19.14***	***$23.29***	**$24.69**	**n/c**
Assistant Clerk/Recorder	**Mid**					***$27.30***	***n/c***	**$28.94**	**n/c**
Bldg & Grounds Maint Supervisor I	**Mid**				***$18.32***	***$20.10***	***$20.77***	**$22.02**	**n/c**
Bldg & Grounds Maint. Supervisor II	**Mid**				***$19.68***	***$21.11***	***$21.81***	**$23.12**	**n/c**
Library Literacy Program Coordinator	**Mid**				***$15.70***	***$16.54***	***$18.23***	**$19.32**	**n/c**
Victim/Witness Coordinator	**Mid**					***$18.16***	***$26.29***	**$27.87**	**n/c**
Public Works Maintenance Worker Super.	**PW Mid**				***$20.64***	***$23.22***	***n/c***	**$26.05**	**n/c**
Administrative Assist I	PROB				*$14.00*	*$15.84*	*n/c*	$16.79	n/c
Administrative Assist II	PROB				*$15.44*	*$16.62*	*n/c*	$17.62	n/c
Legal Services Assistant I	PROB	*$ 12.70*	*$ 12.95*	*$13.00*	*$14.00*	*$15.84*	*n/c*	$16.79	n/c
Legal Services Assistant II	PROB	*$ 14.00*	*$ 14.28*	*$14.33*	*$15.44*	*$17.46*	*n/c*	$18.51	n/c
Office Assistant I	PROB	*$ 12.24*	*$ 12.24*	*$13.00*	*$14.00*	*$15.84*	*n/c*	$16.79	n/c
Office Assistant II	PROB	*$ 12.85*	*$ 12.85*	*$13.65*	*$14.70*	*$16.62*	*n/c*	$17.62	n/c
Office Assistant III	PROB	*$ 13.50*	*$ 13.50*	*$15.05*	*$16.21*	*$18.32*	*n/c*	$19.42	n/c

Updated Schedule for California Minimum Wage rate 2017-2025

Date	Minimum Wage for Employers with 25 Employees or Less	Minimum Wage for Employers with 26 Employees or More
January 1, 2017	$10.00/hour	$10.50/hour
January 1, 2018	$10.50/hour	$11.00/hour
January 1, 2019	$11.00/hour	$12.00/hour
January 1, 2020	$12.00/hour	$13.00/hour
January 1, 2021	$13.00/hour	$14.00/hour
January 1, 2022	$14.00/hour	$15.00/hour
January 1, 2023	$15.50/hour	$15.50/hour
January 1, 2024	$16.00/hour	$16.00/hour
January 1, 2025	$16.50/hour	$16.50/hour

California Minimum Wage Schedule
As of January 1, 2025

PLUMAS COUNTY
HUMAN RESOURCES DEPARTMENT
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Cyndi Tweedle, Human Resources Analyst II**
MEETING DATE:	**February 4, 2025**
SUBJECT:	**Adopt RESOLUTION adding new job classification wage ranges to the Plumas County Pay Schedule for Behavioral Health Substance Use Disorder Counselors I and II (per Resolution 2025-8984) and Information Technology's Help Desk Specialist (per Resolution 2025-8986); and amended job classification wage ranges affected by the California minimum age rate schedule of $16.50/hr effective January 1, 2025 (per Resolution 2025-XXXX); and to approve Plumas County's revised Pay Schedule (General Fund Impact) as approved in FY 24/25 recommended budget; approved as to form by County Counsel; discussion and possible action. Roll call vote**

Recommendation:

Adopt **RESOLUTION** to adopt Plumas County's Pay Schedule; General Fund Impact as approved in FY 24/25 recommended budget; approved as to form by County Counsel; discussion and possible action. **Roll call vote**

Background and Discussion:

It is recommended that the Board Adopt resolution to approve new job classification wage ranges for Behavioral Health Substance Use Disorder Counselor I and II added to the General unit (per Resolution 2025-8984) and Help Desk Specialist for the Information Technology department added to the Confidential unit (per Resolution 2025-2986) as well as increasing wages in the General unit due to the increase in the California Minimum Wage that went into effect January 1, 2025.

Plumas County’s pay schedule has been updated to reflect new base wages and to meet the CalPERS CCR 370.5 Statutory and Regulatory Requirements for Publicly Available Pay Schedule.

Action:

Adopt **RESOLUTION** to adopt Plumas County's Pay Schedule; General Fund Impact as approved in FY 24/25 recommended budget; approved as to form by County Counsel; discussion and possible action. **Roll call vote**

Fiscal Impact:

General Fund Impact as approved in FY 24/25 recommended budget.

Attachments:

1. Resolution 4805 FINAL Pay Schedule 02-04-2025

RESOLUTION NO. 2025- _____

RESOLUTION TO ADOPT PLUMAS COUNTY'S PAY SCHEDULE

WHEREAS, Plumas County (County) is contracted with CalPERS and therefore it is the County's responsibility to comply with all terms and conditions set forth in the County's contract with CalPERS and to ensure all reportable information is compliant with the Public Employees' Retirement Law (PERL), Public Employees' Pension Reform Act of 2013 (PEPRA), and Title 2 of the California Code of Regulations (CCR), and

WHEREAS, Plumas County is aware that publicly available Pay Schedules are required by CalPERS and are a critical component to verify all members' pay rates when calculating members' retirement benefits, and

WHEREAS, Subdivision (a) of CCR section 570.5 defines the requirements for a publicly available Pay Schedule used to determine pay rates and the proposed Pay Schedule meets those requirements, and

WHEREAS, this Pay Schedule increase wages in the General Unit due to the increase in the California Minimum Wage that went into effect on January 1, 2025, as well as the addition of the Behavioral Health Substance Use Disorder Counselor I and II, and the Help Desk Specialist positions, effective January 21, 2025; and

WHEREAS, Human Resources is requesting the adoption of the revised Pay Schedule for Fiscal Year 2024/2025.

NOW, THEREFORE BE IT RESOLVED by the Plumas County Board of Supervisors as follows:

Approve this Resolution to adopt Plumas County's revised Pay Schedule attached as Exhibit A.

The foregoing Resolution is duly passed and adopted by the Board of Supervisors of the County of Plumas, State of California, at a regular meeting of said Board held on the 4th day of February 2025 by the following vote:

AYES:
NOES:
ABSENT:

_____
Chairperson, Board of Supervisors

ATTEST:

_____
Clerk of the Board

Approved as to form:
Sara James, Attorney
County Counsel's Office

County of Plumas
Pay Schedule

Effective as of 09/10/2024 per Board of Supervisors Resolution Number 2024-8947; revised as of 01/01/2025 per Resolution Number 2025-XXXX, and 01/21/2025 per Resolution Numbers 2025-8984 and 2025-8986; and adopted by the Board as of 02/04/2025 per Resolution Number 2025-XXXX

CONFIDENTIAL EMPLOYEE UNIT

	HOURLY RATE									
Job Title	**STEP 1**	**STEP 2**	**STEP 3**	**STEP 4**	**STEP 5**	**L1**	**L2**	**L3**	**L4**	**L5**
ACCOUNTANT	$21.17	$22.23	$23.35	$24.52	$25.75	$27.05	$28.41	$29.83	$31.33	$32.90
ACCOUNTANT AUDITOR 1	$23.93	$25.13	$26.39	$27.72	$29.11	$30.56	$32.09	$33.71	$35.38	$37.17
ACCOUNTANT AUDITOR 2	$26.37	$27.69	$29.09	$30.54	$32.07	$33.69	$35.36	$37.13	$39.01	$40.95
ASSISTANT AUDITOR/CONTROLLER	$30.51	$32.03	$33.64	$35.33	$37.10	$38.98	$40.92	$42.97	$45.12	$47.38
ASST RISK MGR/OCC SAFETY & HEALTH SPEC	$28.55	$29.98	$31.47	$33.05	$34.72	$36.45	$38.28	$40.21	$42.20	$44.32
CHIEF DEPUTY AUDITOR	$29.10	$30.55	$32.08	$33.70	$35.37	$37.16	$39.03	$40.97	$43.04	$45.20
CLERK OF THE BOARD	$28.03	$29.44	$30.91	$32.45	$34.07	$35.78	$37.57	$39.45	$41.42	$43.50
DEPUTY COUNTY COUNSEL 1	$38.24	$40.15	$42.17	$44.29	$46.50	$48.82	$51.27	$53.83	$56.52	$59.35
DEPUTY COUNTY COUNSEL 2	$42.63	$44.76	$47.00	$49.35	$51.82	$54.41	$57.13	$59.99	$62.99	$66.13
DEPUTY COUNTY COUNSEL 3	$47.95	$50.35	$52.87	$55.51	$58.29	$61.20	$64.27	$67.48	$70.85	$74.39
FISCAL SUPPORT COORDINATOR	$19.94	$20.95	$21.99	$23.10	$24.27	$25.48	$26.76	$28.12	$29.53	$31.00
HELP DESK SPECIALIST	$21.82	$22.92	$24.07	$25.28	$26.55	$27.88	$29.28	$30.75	$32.29	$33.91
HR PAYROLL SPECIALIST 1	$23.08	$24.24	$25.47	$26.74	$28.09	$29.50	$30.96	$32.53	$34.16	$35.88
HR PAYROLL SPECIALIST 2	$25.45	$26.73	$28.08	$29.49	$30.95	$32.52	$34.15	$35.87	$37.66	$39.56
HUMAN RESOURCES ANALYST 1	$23.92	$25.12	$26.38	$27.71	$29.10	$30.55	$32.08	$33.70	$35.37	$37.16
HUMAN RESOURCES ANALYST 2	$26.37	$27.69	$29.09	$30.54	$32.07	$33.69	$35.36	$37.13	$39.01	$40.95
HUMAN RESOURCES TECHNICIAN 1	$18.54	$19.47	$20.45	$21.47	$22.55	$23.67	$24.86	$26.12	$27.42	$28.79
HUMAN RESOURCES TECHNICIAN 2	$20.45	$21.47	$22.55	$23.67	$24.86	$26.12	$27.42	$28.79	$30.25	$31.77
HUMAN RESOURCES TECHNICIAN 3	$21.69	$22.77	$23.91	$25.11	$26.37	$27.69	$29.09	$30.54	$32.07	$33.69
LEAD FISCAL & TECH SERV ASST	$17.68	$18.57	$19.50	$20.48	$21.52	$22.59	$23.72	$24.91	$26.16	$27.48
MANAGEMENT ANALYST 1	$23.92	$25.12	$26.38	$27.71	$29.10	$30.55	$32.08	$33.70	$35.37	$37.16
MANAGEMENT ANALYST 2	$26.37	$27.69	$29.09	$30.54	$32.07	$33.69	$35.36	$37.13	$39.01	$40.95
NETWORK/EDR ADMINISTRATOR	$29.31	$30.79	$32.33	$33.96	$35.66	$37.45	$39.33	$41.29	$43.35	$45.52
OFFICE OF EMERGENCY SERVICES-OES MGR.	$29.15	$30.61	$32.14	$33.75	$35.45	$37.23	$39.09	$41.04	$43.10	$45.26
PARALEGAL 1	$23.08	$24.24	$25.47	$26.74	$28.09	$29.50	$30.96	$32.53	$34.16	$35.88
PARALEGAL 2	$25.45	$26.73	$28.08	$29.49	$30.95	$32.52	$34.15	$35.87	$37.66	$39.56
PARALEGAL 3	$29.17	$30.64	$32.17	$33.79	$35.49	$37.27	$39.14	$41.11	$43.16	$45.33
PAYROLL SPECIALIST 1	$23.08	$24.24	$25.47	$26.74	$28.09	$29.50	$30.96	$32.53	$34.16	$35.88
PAYROLL SPECIALIST 2	$25.45	$26.73	$28.08	$29.49	$30.95	$32.52	$34.15	$35.87	$37.66	$39.56
SAAS SYSTEMS ADMINISTRATOR	$31.57	$33.15	$34.81	$36.56	$38.39	$40.31	$42.33	$44.45	$46.67	$49.00
SYSTEMS ANALYST 1	$27.72	$29.11	$30.56	$32.09	$33.71	$35.38	$37.17	$39.05	$40.99	$43.06
SYSTEMS ANALYST 2	$30.51	$32.03	$33.64	$35.33	$37.10	$38.98	$40.92	$42.97	$45.12	$47.38

County of Plumas
Pay Schedule

Effective as of 09/10/2024 per Board of Supervisors Resolution Number 2024-8947; revised as of 01/01/2025 per Resolution Number 2025-XXXX, and 01/21/2025 per Resolution Numbers 2025-8984 and 2025-8986; and adopted by the Board as of 02/04/2025 per Resolution Number 2025-XXXX

CONTRACT EMPLOYEES

	HOURLY RATE									
Job Title	**STEP 1**	**STEP 2**	**STEP 3**	**STEP 4**	**STEP 5**	**L1**	**L2**	**L3**	**L4**	**L5**
AIRPORT MANAGER	$22.03	$23.14	$24.29	$25.51	$26.78	$28.12	$29.53	$31.00	$32.55	$34.18
ASSISTANT COUNTY COUNSEL	$55.44	$58.21	$61.12	$64.18	$67.39	$70.76	$74.29	$78.01	$81.91	$86.01
BH DEPUTY DIRECTOR	$45.00	$47.25	$49.62	$52.11	$54.72	$57.46	$60.34	$63.36	$66.53	$69.86
GRANT MANAGER	$35.00	$36.77	$38.60	$40.54	$42.57	$44.70	$46.93	$49.28	$51.74	$54.33

County of Plumas
Pay Schedule

Effective as of 09/10/2024 per Board of Supervisors Resolution Number 2024-8947; revised as of 01/01/2025 per Resolution Number 2025-XXXX, and 01/21/2025 per Resolution Numbers 2025-8984 and 2025-8986; and adopted by the Board as of 02/04/2025 per Resolution Number 2025-XXXX

DEPARTMENT HEADS

	HOURLY RATE									
Job Title	**STEP 1**	**STEP 2**	**STEP 3**	**STEP 4**	**STEP 5**	**L1**	**L2**	**L3**	**L4**	**L5**
AG COMM/SEALER OF WTS & MEAS	$48.00	$50.40	$52.92	$55.57	$58.34	$61.26	$64.32	$67.54	$70.92	$74.46
ALCOHOL & DRUG ADMINISTRATOR	$36.06	$37.87	$39.77	$41.76	$43.85	$46.05	$48.36	$50.78	$53.32	$55.99
BEHAVIORAL HEALTH DIRECTOR	$58.00	$60.90	$63.95	$67.14	$70.50	$74.02	$77.73	$81.61	$85.69	$89.98
CHIEF PROBATION OFFICER	$45.00	$47.25	$49.61	$52.09	$54.70	$57.43	$60.30	$63.32	$66.49	$69.81
COUNTY ADMINISTRATIVE OFFICER	$75.00	$78.75	$82.69	$86.82	$91.16	$95.72	$100.51	$105.53	$110.81	$116.35
COUNTY COUNSEL	$70.71	$74.25	$77.96	$81.86	$85.95	$90.25	$94.76	$99.50	$104.47	$109.69
COUNTY FAIR MANAGER	$42.00	$44.10	$46.31	$48.62	$51.05	$53.60	$56.28	$59.10	$62.05	$65.16
COUNTY LIBRARIAN	$38.00	$39.90	$41.90	$43.99	$46.19	$48.50	$50.92	$53.47	$56.14	$58.95
DIRECTOR OF BUILDING SERVICES	$47.00	$49.35	$51.82	$54.41	$57.13	$59.99	$62.98	$66.13	$69.44	$72.91
DIRECTOR OF CHILD SUPPORT SVCS	$42.00	$44.10	$46.31	$48.62	$51.05	$53.60	$56.28	$59.10	$62.05	$65.16
DIRECTOR OF FACILITY SERVICES	$40.00	$42.00	$44.10	$46.31	$48.62	$51.05	$53.60	$56.28	$59.10	$62.05
DIRECTOR OF INFO TECHNOLOGIES	$48.00	$50.40	$52.92	$55.57	$58.34	$61.26	$64.32	$67.54	$70.92	$74.46
DIRECTOR OF PUBLIC HEALTH	$58.00	$60.90	$63.95	$67.14	$70.50	$74.02	$77.73	$81.61	$85.69	$89.98
DIRECTOR OF PUBLIC WORKS	$55.00	$57.75	$60.64	$63.67	$66.85	$70.20	$73.71	$77.39	$81.26	$85.32
DIRECTOR OF RISK MANAGEMENT AND SAFETY	$45.00	$47.25	$49.61	$52.09	$54.70	$57.43	$60.30	$63.32	$66.49	$69.81
ENVIRONMENTAL HEALTH DIRECTOR	$48.00	$50.40	$52.92	$55.57	$58.34	$61.26	$64.32	$67.54	$70.92	$74.46
HUMAN RESOURCES DIRECTOR	$50.00	$52.50	$55.13	$57.88	$60.78	$63.81	$67.00	$70.36	$73.87	$77.57
MUSEUM DIRECTOR	$30.00	$31.50	$33.08	$34.73	$36.47	$38.29	$40.20	$42.21	$44.32	$46.54
PLANNING DIRECTOR	$55.38	$58.15	$61.06	$64.11	$67.31	$70.68	$74.21	$77.93	$81.82	$85.91
SOCIAL SERV DIR/PUB GUARD/PC	$50.00	$52.50	$55.13	$57.88	$60.78	$63.81	$67.00	$70.36	$73.87	$77.57

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ELECTED OFFICALS

	HOURLY RATE									
Job Title	**STEP 1**	**STEP 2**	**STEP 3**	**STEP 4**	**STEP 5**	**L1**	**L2**	**L3**	**L4**	**L5**
ASSESSOR	$46.05	$0.00	$0.00	$0.00	$0.00	$48.37	$50.78	$53.32	$55.99	$58.78
AUDITOR/CONTROLLER	$47.55	$0.00	$0.00	$0.00	$0.00	$49.94	$52.43	$55.06	$57.80	$60.70
BOARD OF SUPERVISORS-CPI 2014	$22.08	$0.00	$0.00	$0.00	$0.00	$23.19	$24.35	$25.56	$26.84	$28.19
BOARD OF SUPERVISORS-CPI 2018	$24.29	$0.00	$0.00	$0.00	$0.00	$25.51	$26.78	$28.12	$29.53	$31.00
BOARD OF SUPERVISORS-NON PERS-CPI 2022	$30.36	$0.00	$0.00	$0.00	$0.00	$31.87	$33.47	$35.14	$36.90	$38.74
BOARD OF SUPERVISORS-PERSABLE-CPI 2022	$28.38	$0.00	$0.00	$0.00	$0.00	$29.80	$31.29	$32.85	$34.50	$36.22
BOARD OF SUPERVISORS-NON PERS-CPI 2023	$31.62	$0.00	$0.00	$0.00	$0.00	$33.20	$34.86	$36.60	$38.43	$40.35
BOARD OF SUPERVISORS-PERSABLE-CPI 2023	$29.56	$0.00	$0.00	$0.00	$0.00	$31.04	$32.59	$34.22	$35.93	$37.73
BOARD OF SUPERVISORS-NON PERS-CPI 2024	$32.83	$0.00	$0.00	$0.00	$0.00	$34.48	$36.20	$38.01	$39.91	$41.90
BOARD OF SUPERVISORS-PERSABLE-CPI 2024	$30.70	$0.00	$0.00	$0.00	$0.00	$32.23	$33.84	$35.53	$37.31	$39.18
CLERK-RECORDER **	$46.05	$0.00	$0.00	$0.00	$0.00	$48.37	$50.78	$53.32	$55.99	$58.78
DISTRICT ATTORNEY	$84.54	$0.00	$0.00	$0.00	$0.00	$88.76	$93.21	$97.86	$102.75	$107.90
SHERIFF/CORONER	$58.64	$0.00	$0.00	$0.00	$0.00	$61.58	$64.65	$67.88	$71.27	$74.84
TREASURER/TAX COLLECTOR **	$46.05	$0.00	$0.00	$0.00	$0.00	$48.37	$50.78	$53.32	$55.99	$58.78

**** Stipends adopted by Ordinance #07-1059 on 09/02/2007, revised as of 06/30/2024 per Ordinance #22-1142 adopted 03/01/2022**

CLERK-RECORDER	$4.27	$0.00	$0.00	$0.00	$0.00	$4.48	$4.71	$4.94	$5.19	$5.45
TREASURER/TAX COLLECTOR	$5.16	$0.00	$0.00	$0.00	$0.00	$5.42	$5.69	$5.97	$6.27	$6.59

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OE3 PUBLIC WORKS

	HOURLY RATE											
Job Title	**STEP 1**	**STEP 2**	**STEP 3**	**STEP 4**	**STEP 5**	**L1**	**L2**	**L3**	**L4**	**L5**	**L6**	**L7**
ASSOCIATE ENGINEER	$32.49	$34.10	$35.82	$37.62	$39.50	$41.48	$43.56	$45.76	$48.04	$50.46	$52.98	$55.63
ENGINEERING AIDE	$18.51	$19.42	$20.41	$21.42	$22.49	$23.65	$24.79	$26.04	$27.34	$28.72	$30.16	$31.66
ENGINEERING TECHNICIAN 1	$22.44	$23.57	$24.77	$26.00	$27.31	$28.68	$30.13	$31.63	$33.22	$34.89	$36.64	$38.47
ENGINEERING TECHNICIAN 2	$24.26	$25.46	$26.76	$28.11	$29.51	$30.99	$32.55	$34.18	$35.89	$37.71	$39.60	$41.58
EQUIPMENT SERVICE WORKER	$18.51	$19.42	$20.41	$21.42	$22.49	$23.65	$24.79	$26.04	$27.34	$28.72	$30.16	$31.66
FISCAL/TECHNICAL SERVICES ASSISTANT 1	$18.51	$19.42	$20.41	$21.42	$22.49	$23.65	$24.79	$26.04	$27.34	$28.72	$30.16	$31.66
FISCAL/TECHNICAL SERVICES ASSISTANT 2	$19.44	$20.41	$21.43	$22.50	$23.62	$24.82	$26.06	$27.38	$28.73	$30.17	$31.68	$33.26
FISCAL/TECHNICAL SERVICES ASSISTANT 3	$21.43	$22.50	$23.62	$24.82	$26.06	$27.38	$28.73	$30.17	$31.68	$33.27	$34.94	$36.68
LEAD POWER EQUIPMENT MECHANIC	$25.22	$26.50	$27.84	$29.23	$30.71	$32.23	$33.86	$35.57	$37.35	$39.23	$41.19	$43.25
MANAGEMENT ANALYST 1	$24.31	$25.51	$26.81	$28.14	$29.55	$31.03	$32.60	$34.22	$35.94	$37.74	$39.63	$41.61
MANAGEMENT ANALYST 2	$27.03	$28.38	$29.80	$31.29	$32.85	$34.52	$36.25	$38.06	$39.96	$41.96	$44.06	$46.27
MECHANIC/SHOP TECHNICIAN	$22.86	$24.01	$25.21	$26.49	$27.82	$29.21	$30.70	$32.22	$33.84	$35.54	$37.31	$39.18
POWER EQUIPMENT MECHANIC 1	$21.15	$22.21	$23.33	$24.50	$25.73	$27.03	$28.39	$29.81	$31.31	$32.87	$34.52	$36.24
POWER EQUIPMENT MECHANIC 2	$22.86	$24.01	$25.21	$26.49	$27.82	$29.21	$30.70	$32.22	$33.84	$35.54	$37.31	$39.18
PRINCIPAL TRANSPORTATION PLANNER	$37.61	$39.49	$41.47	$43.55	$45.75	$48.03	$50.45	$52.97	$55.63	$58.41	$61.32	$64.39
PUBLIC WORKS MAINTENANCE LEADWORKER	$22.50	$23.62	$24.82	$26.06	$27.38	$28.73	$30.17	$31.68	$33.27	$34.92	$36.67	$38.51
PUBLIC WORKS MAINTENANCE WORKER 1	$18.51	$19.42	$20.41	$21.42	$22.49	$23.65	$24.79	$26.04	$27.34	$28.72	$30.16	$31.66
PUBLIC WORKS MAINTENANCE WORKER 2	$19.44	$20.41	$21.43	$22.50	$23.62	$24.82	$26.06	$27.38	$28.73	$30.17	$31.68	$33.26
PUBLIC WORKS MAINTENANCE WORKER 3	$21.43	$22.50	$23.62	$24.82	$26.06	$27.38	$28.73	$30.17	$31.68	$33.27	$34.94	$36.68
PUBLIC WORKS SENIOR ENV. PLANNER	$32.49	$34.10	$35.82	$37.62	$39.50	$41.48	$43.56	$45.76	$48.04	$50.46	$52.98	$55.63
SENIOR ENGINEERING TECHNICIAN	$26.73	$28.06	$29.49	$30.96	$32.51	$34.13	$35.86	$37.65	$39.54	$41.51	$43.59	$45.77
SOLID WASTE PROGRAM MANAGER	$29.48	$30.95	$32.50	$34.12	$35.83	$37.62	$39.50	$41.48	$43.56	$45.75	$48.03	$50.44
WELDER	$22.20	$23.32	$24.48	$25.71	$27.02	$28.38	$29.79	$31.30	$32.86	$34.53	$36.25	$38.07

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OE3 PUBLIC WORKS MID-MGMT

	HOURLY RATE											
Job Title	**STEP 1**	**STEP 2**	**STEP 3**	**STEP 4**	**STEP 5**	**L1**	**L2**	**L3**	**L4**	**L5**	**L6**	**L7**
ASSISTANT DIRECTOR OF PUBLIC WORKS	$39.48	$41.46	$43.54	$45.74	$48.02	$50.44	$52.96	$55.62	$58.38	$61.32	$64.39	$67.61
DEPUTY DIRECTOR OF PUBLIC WORKS	$39.48	$41.46	$43.54	$45.74	$48.02	$50.44	$52.96	$55.62	$58.38	$61.32	$64.39	$67.61
EQUIPMENT MAINTENANCE SUPERVISOR	$29.48	$30.95	$32.50	$34.12	$35.83	$37.62	$39.50	$41.48	$43.56	$45.75	$48.03	$50.44
PUBLIC WORKS ADMIN SERVICES OFFICER	$38.48	$40.40	$42.42	$44.55	$46.79	$49.13	$51.59	$54.18	$56.91	$59.76	$62.75	$65.89
PW FISCAL OFFICER/ADMIN SERVICES MANAGER	$33.92	$35.63	$37.42	$39.29	$41.27	$43.34	$45.52	$47.79	$50.18	$52.70	$55.34	$58.11
PW ROAD MAINTENANCE SUPERVISOR	$26.05	$27.36	$28.72	$30.18	$31.70	$33.28	$34.96	$36.71	$38.56	$40.48	$42.50	$44.64

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OE3 GENERAL

	HOURLY RATE									
Job Title	**STEP 1**	**STEP 2**	**STEP 3**	**STEP 4**	**STEP 5**	**L1**	**L2**	**L3**	**L4**	**L5**
4-H REPRESENTATIVE	$18.72	$19.65	$20.63	$21.68	$22.76	$23.91	$25.12	$26.37	$27.70	$29.08
ACCOUNTANT	$19.68	$20.68	$21.72	$22.80	$23.96	$25.16	$26.43	$27.75	$29.14	$30.60
ACCOUNTING TECHNICIAN	$19.32	$20.29	$21.31	$22.38	$23.49	$24.67	$25.90	$27.20	$28.56	$29.98
ADMINISTRATIVE ASSISTANT 1	$16.50	$17.33	$18.20	$19.11	$20.07	$21.08	$22.14	$23.25	$24.42	$25.65
ADMINISTRATIVE ASSISTANT 2	$18.12	$19.02	$19.97	$20.97	$22.03	$23.13	$24.30	$25.52	$26.81	$28.14
AG & STANDARDS INSPECTOR 1	$22.06	$23.16	$24.33	$25.55	$26.83	$28.17	$29.58	$31.08	$32.63	$34.27
AG & STANDARDS INSPECTOR 2	$25.65	$26.95	$28.29	$29.70	$31.20	$32.76	$34.41	$36.14	$37.95	$39.85
AG & STANDARDS INSPECTOR 3	$28.30	$29.72	$31.22	$32.78	$34.42	$36.15	$37.96	$39.87	$41.86	$43.96
AG & STANDARDS TECHNICIAN 1	$17.04	$17.90	$18.80	$19.75	$20.75	$21.78	$22.87	$24.02	$25.23	$26.49
AG & STANDARDS TECHNICIAN 2	$18.70	$19.64	$20.63	$21.67	$22.75	$23.89	$25.09	$26.35	$27.68	$29.07
AG & STANDARDS TECHNICIAN 3	$20.32	$21.34	$22.42	$23.54	$24.73	$25.97	$27.27	$28.64	$30.07	$31.59
AG & STANDARDS MANAGEMENT ANALYST 1	$22.84	$23.99	$25.20	$26.46	$27.78	$29.17	$30.64	$32.17	$33.79	$35.49
AG & STANDARDS MANAGEMENT ANALYST 2	$25.40	$26.67	$28.01	$29.42	$30.89	$32.45	$34.07	$35.78	$37.57	$39.45
ALCOHOL & DRUG PREV COORD	$19.83	$20.83	$21.87	$22.98	$24.14	$25.34	$26.62	$27.95	$29.35	$30.82
ALCOHOL & DRUG THERAPIST 1	$24.10	$25.32	$26.58	$27.92	$29.31	$30.79	$32.33	$33.96	$35.66	$37.45
ALCOHOL & DRUG THERAPIST 2	$26.57	$27.91	$29.30	$30.78	$32.32	$33.94	$35.64	$37.43	$39.30	$41.28
ALTERNATIVE SENTENCING COORD	$20.75	$21.78	$22.87	$24.02	$25.23	$26.49	$27.83	$29.21	$30.69	$32.22
ANIMAL CONTROL OFFICER 1	$19.35	$20.31	$21.33	$22.40	$23.51	$24.69	$25.93	$27.22	$28.58	$30.01
ANIMAL CONTROL OFFICER 2	$22.40	$23.51	$24.69	$25.93	$27.22	$28.58	$30.01	$31.51	$33.08	$34.75
ANIMAL SHELTER ATTENDANT	$16.50	$17.33	$18.20	$19.11	$20.07	$21.08	$22.14	$23.25	$24.42	$25.65
APPRAISAL ASSISTANT	$18.80	$19.75	$20.75	$21.78	$22.87	$24.02	$25.23	$26.49	$27.83	$29.21
APPRAISER 1	$19.83	$20.83	$21.87	$22.98	$24.14	$25.34	$26.62	$27.95	$29.35	$30.82
APPRAISER 2	$21.87	$22.98	$24.14	$25.34	$26.62	$27.95	$29.35	$30.82	$32.38	$34.00
APPRAISER 3	$24.10	$25.32	$26.58	$27.92	$29.31	$30.79	$32.33	$33.96	$35.66	$37.45
ASSISTANT COOK	$16.50	$17.33	$18.20	$19.11	$20.07	$21.08	$22.14	$23.25	$24.42	$25.65
ASSISTANT MUSEUM DIRECTOR	$17.47	$18.34	$19.26	$20.24	$21.25	$22.31	$23.45	$24.62	$25.86	$27.15
ASSISTANT PLANNER	$20.83	$21.87	$22.98	$24.14	$25.34	$26.62	$27.95	$29.35	$30.82	$32.38
ASSOCIATE PLANNER	$25.31	$26.57	$27.91	$29.30	$30.78	$32.32	$33.94	$35.64	$37.43	$39.30
AUDITOR ACCOUNTING CLERK 1	$16.50	$17.33	$18.20	$19.11	$20.07	$21.08	$22.14	$23.25	$24.42	$25.65
AUDITOR ACCOUNTING CLERK 2	$18.20	$19.11	$20.07	$21.08	$22.14	$23.25	$24.42	$25.65	$26.94	$28.29
AUDITOR ACCOUNTING TECH 1	$19.97	$20.97	$22.03	$23.13	$24.30	$25.52	$26.81	$28.14	$29.57	$31.05
AUDITOR/APPRAISER 1	$18.80	$19.75	$20.75	$21.78	$22.87	$24.02	$25.23	$26.49	$27.83	$29.21
AUDITOR/APPRAISER 2	$20.33	$21.36	$22.43	$23.55	$24.73	$25.98	$27.27	$28.64	$30.08	$31.59
AUDITOR/APPRAISER 3	$22.42	$23.54	$24.72	$25.97	$27.26	$28.63	$30.07	$31.58	$33.16	$34.82
BH ADMINISTRATIVE ASSISTANT 1	$16.50	$17.33	$18.20	$19.11	$20.07	$21.08	$22.14	$23.25	$24.42	$25.65
BH ADMINISTRATIVE ASSISTANT 2	$18.12	$19.02	$19.97	$20.97	$22.03	$23.13	$24.30	$25.52	$26.81	$28.14

Job Title	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	L1	L2	L3	L4	L5
BH CASE MGMT SPECIALIST 1	$22.15	$23.28	$24.43	$25.66	$26.95	$28.30	$29.72	$31.22	$32.78	$34.43
BH CASE MGMT SPECIALIST 2	$24.42	$25.65	$26.93	$28.29	$29.71	$31.21	$32.76	$34.42	$36.15	$37.95
BH CASE MGMT SPECIALIST SR	$26.69	$28.05	$29.45	$30.92	$32.48	$34.10	$35.81	$37.61	$39.50	$41.47
BH CLINICAL RECORDS SPECIALIST	$19.31	$20.29	$21.31	$22.37	$23.50	$24.68	$25.92	$27.21	$28.58	$30.01
BH QUALITY ASSURANCE COORD	$29.54	$31.02	$32.58	$34.23	$35.93	$37.74	$39.62	$41.62	$43.70	$45.90
BH SITE COORDINATOR	$20.50	$21.54	$22.61	$23.75	$24.93	$26.19	$27.51	$28.87	$30.34	$31.85
BH SUBSTANCE USE DISORDER COUNSELOR I	$25.69	$26.98	$28.33	$29.75	$31.24	$32.81	$34.46	$36.19	$38.00	$39.90
BH SUBSTANCE USE DISORDER COUNSELOR II	$28.55	$29.98	$31.47	$33.05	$34.72	$36.45	$38.28	$40.21	$42.20	$44.32
BH SUPERVISING SITE COORD	$25.31	$26.57	$27.91	$29.30	$30.78	$32.32	$33.94	$35.64	$37.43	$39.30
BH SUPPORT SERVICES COORD	$18.34	$19.27	$20.24	$21.25	$22.31	$23.45	$24.62	$25.86	$27.17	$28.52
BH SUPPORTIVE SERVICES TECH 1	$17.26	$18.12	$19.02	$19.97	$20.97	$22.03	$23.13	$24.30	$25.52	$26.81
BH SUPPORTIVE SERVICES TECH 2	$18.12	$19.02	$19.97	$20.97	$22.03	$23.13	$24.30	$25.52	$26.81	$28.14
BH SYSTEMS ANALYST	$28.40	$29.84	$31.32	$32.90	$34.56	$36.29	$38.11	$40.02	$42.03	$44.14
BH THERAPIST 1	$27.63	$29.01	$30.46	$32.00	$33.59	$35.28	$37.05	$38.91	$40.86	$42.92
BH THERAPIST 2	$30.44	$31.98	$33.56	$35.26	$37.03	$38.88	$40.84	$42.89	$45.04	$47.30
BH THERAPIST SENIOR	$33.61	$35.30	$37.07	$38.93	$40.88	$42.94	$45.09	$47.35	$49.71	$52.21
BLDG & GRNDS MAINT TECHNICIAN	$21.65	$22.73	$23.86	$25.06	$26.31	$27.62	$29.01	$30.45	$31.98	$33.58
BLDG & GRNDS MAINT WORKER 1	$16.96	$17.81	$18.70	$19.63	$20.62	$21.65	$22.73	$23.86	$25.06	$26.31
BLDG & GRNDS MAINT WORKER 2	$17.81	$18.70	$19.63	$20.62	$21.65	$22.73	$23.86	$25.06	$26.31	$27.62
BLDG & GRNDS MAINT WORKER 3	$20.62	$21.65	$22.73	$23.86	$25.06	$26.31	$27.62	$29.01	$30.45	$31.98
BRANCH LIBRARY ASSISTANT 1	$17.53	$18.40	$19.32	$20.29	$21.31	$22.38	$23.49	$24.67	$25.90	$27.20
BRANCH LIBRARY ASSISTANT 2	$18.40	$19.32	$20.29	$21.31	$22.38	$23.49	$24.67	$25.90	$27.20	$28.56
BUILDING INSPECTOR 1	$21.35	$22.42	$23.55	$24.74	$25.98	$27.30	$28.66	$30.09	$31.60	$33.19
BUILDING INSPECTOR 2	$24.71	$25.96	$27.26	$28.63	$30.06	$31.57	$33.15	$34.81	$36.56	$38.39
BUILDING PLANCHECK INSPECTOR	$26.56	$27.90	$29.29	$30.77	$32.31	$33.93	$35.63	$37.42	$39.29	$41.27
BUILDING PLANS EXAMINER 1	$25.31	$26.57	$27.91	$29.30	$30.78	$32.32	$33.94	$35.64	$37.43	$39.30
BUILDING PLANS EXAMINER 2	$27.90	$29.29	$30.77	$32.31	$33.93	$35.63	$37.42	$39.29	$41.27	$43.33
CADASTRAL DRAFTING SPECIALST	$24.10	$25.32	$26.58	$27.92	$29.31	$30.79	$32.33	$33.96	$35.66	$37.45
CHILD SUPPORT ACCOUNTING SPEC	$20.83	$21.87	$22.98	$24.14	$25.34	$26.62	$27.95	$29.35	$30.82	$32.38
CHILD SUPPORT ASSISTANT I	$16.85	$17.70	$18.58	$19.51	$20.49	$21.51	$22.59	$23.71	$24.90	$26.15
CHILD SUPPORT ASSISTANT II	$18.59	$19.53	$20.50	$21.54	$22.61	$23.75	$24.93	$26.19	$27.51	$28.87
CHILD SUPPORT ASSISTANT III	$19.47	$20.45	$21.47	$22.55	$23.67	$24.86	$26.12	$27.42	$28.79	$30.23
CHILD SUPPORT LEGAL CLERK I	$17.45	$18.32	$19.24	$20.19	$21.21	$22.27	$23.38	$24.55	$25.78	$27.06
CHILD SUPPORT LEGAL CLERK II	$19.18	$20.13	$21.16	$22.21	$23.33	$24.49	$25.73	$27.01	$28.36	$29.78
CHILD SUPPORT LEGAL CLERK III	$20.29	$21.31	$22.38	$23.49	$24.67	$25.90	$27.20	$28.56	$29.98	$31.48
CHILD SUPPORT SPECIALIST 1	$19.53	$20.50	$21.54	$22.61	$23.75	$24.93	$26.19	$27.51	$28.87	$30.34
CHILD SUPPORT SPECIALIST 2	$21.01	$22.06	$23.16	$24.33	$25.55	$26.83	$28.17	$29.58	$31.08	$32.63
CHILD SUPPORT SPECIALIST 3	$22.78	$23.91	$25.11	$26.37	$27.69	$29.09	$30.54	$32.07	$33.69	$35.37
CODE ENFORCEMENT OFFICER	$26.82	$28.16	$29.57	$31.05	$32.62	$34.26	$35.97	$37.77	$39.65	$41.65
COLLECTIONS OFFICER 1	$20.83	$21.87	$22.98	$24.14	$25.34	$26.62	$27.95	$29.35	$30.82	$32.38
COLLECTIONS OFFICER 2	$22.96	$24.10	$25.32	$26.58	$27.92	$29.31	$30.79	$32.33	$33.96	$35.66
COMMUNITY OUTREACH COORDINATOR	$19.83	$20.83	$21.87	$22.98	$24.14	$25.34	$26.62	$27.95	$29.35	$30.82
CUSTODIAN	$16.50	$17.33	$18.20	$19.11	$20.07	$21.08	$22.14	$23.25	$24.42	$25.65
DA INVESTIGATIONS SPECIALIST	$26.68	$28.04	$29.44	$30.91	$32.47	$34.09	$35.80	$37.60	$39.49	$41.46
DA INVESTIGATIVE ASSISTANT	$21.38	$22.45	$23.57	$24.75	$26.00	$27.32	$28.68	$30.13	$31.63	$33.21
DEPUTY CHILD SUP ATTORNEY 1	$28.57	$30.00	$31.49	$33.08	$34.75	$36.50	$38.33	$40.25	$42.26	$44.38
DEPUTY CHILD SUP ATTORNEY 2	$31.52	$33.10	$34.77	$36.52	$38.35	$40.27	$42.28	$44.40	$46.63	$48.97

Job Title	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	L1	L2	L3	L4	L5
DEPUTY CLERK-RECORDER 1	$17.20	$18.07	$18.98	$19.94	$20.95	$22.01	$23.12	$24.27	$25.49	$26.77
DEPUTY CLERK-RECORDER 2	$19.81	$20.80	$21.85	$22.94	$24.08	$25.30	$26.56	$27.91	$29.29	$30.77
DEPUTY DISTRICT ATTORNEY 1	$37.29	$39.16	$41.12	$43.17	$45.33	$47.59	$49.97	$52.47	$55.10	$57.85
DEPUTY DISTRICT ATTORNEY 2	$41.51	$43.59	$45.76	$48.05	$50.46	$52.98	$55.63	$58.41	$61.33	$64.40
DEPUTY DISTRICT ATTORNEY 3	$46.22	$48.53	$50.95	$53.50	$56.18	$58.99	$61.94	$65.03	$68.29	$71.70
DEPUTY PUB GUARD/CONSERVATOR 1	$16.50	$17.33	$18.20	$19.11	$20.07	$21.08	$22.14	$23.25	$24.42	$25.65
DEPUTY PUB GUARD/CONSERVATOR 2	$18.12	$19.02	$19.97	$20.97	$22.03	$23.13	$24.30	$25.52	$26.81	$28.14
DISTRICT ATTORNEY INVESTIGATOR	$24.72	$25.96	$27.26	$28.63	$30.06	$31.58	$33.16	$34.82	$36.57	$38.40
DRINKING DRIVER COORDINATOR	$19.83	$20.83	$21.87	$22.98	$24.14	$25.34	$26.62	$27.95	$29.35	$30.82
DRIVER 1	$16.50	$17.33	$18.20	$19.11	$20.07	$21.08	$22.14	$23.25	$24.42	$25.65
DRIVER 2	$17.33	$18.20	$19.11	$20.07	$21.08	$22.14	$23.25	$24.42	$25.65	$26.94
DRIVER 3	$18.20	$19.11	$20.07	$21.08	$22.14	$23.25	$24.42	$25.65	$26.94	$28.29
ELECTIONS COORDINATOR	$26.16	$27.49	$28.85	$30.32	$31.84	$33.44	$35.13	$36.89	$38.74	$40.69
ELECTIONS SERVICES ASSISTANT 1	$17.20	$18.07	$18.98	$19.94	$20.95	$22.01	$23.12	$24.27	$25.49	$26.77
ELECTIONS SERVICES ASSISTANT 2	$19.81	$20.80	$21.85	$22.94	$24.08	$25.30	$26.56	$27.91	$29.29	$30.77
ELECTIONS SPECIALIST	$22.94	$24.08	$25.30	$26.56	$27.91	$29.29	$30.77	$32.31	$33.93	$35.63
ELIGIBILITY SPECIALIST 1	$16.96	$17.81	$18.70	$19.63	$20.62	$21.65	$22.73	$23.86	$25.06	$26.31
ELIGIBILITY SPECIALIST 2	$18.70	$19.63	$20.62	$21.65	$22.73	$23.86	$25.06	$26.31	$27.62	$29.01
ELIGIBILITY SPECIALIST 3	$20.62	$21.65	$22.73	$23.86	$25.06	$26.31	$27.62	$29.01	$30.45	$31.98
EMPLOYMENT & TRAINING WORKER 1	$19.20	$20.15	$21.18	$22.23	$23.35	$24.51	$25.75	$27.03	$28.39	$29.82
EMPLOYMENT & TRAINING WORKER 2	$21.16	$22.21	$23.33	$24.49	$25.73	$27.01	$28.37	$29.80	$31.28	$32.86
EMPLOYMENT & TRAINING WORKER 3	$23.32	$24.48	$25.72	$27.00	$28.36	$29.79	$31.27	$32.85	$34.49	$36.22
ENVIRONMENTAL HEALTH AIDE	$18.34	$19.27	$20.24	$21.25	$22.31	$23.45	$24.62	$25.86	$27.17	$28.52
ENVIRONMENTAL HEALTH SPEC 1	$25.78	$27.07	$28.43	$29.87	$31.35	$32.93	$34.59	$36.33	$38.14	$40.05
ENVIRONMENTAL HEALTH SPEC 2	$28.44	$29.88	$31.37	$32.94	$34.60	$36.34	$38.15	$40.06	$42.07	$44.18
ENVIRONMENTAL HEALTH SPEC 3	$31.29	$32.87	$34.51	$36.25	$38.06	$39.97	$41.99	$44.09	$46.30	$48.61
ENVIRONMENTAL HEALTH TECH 1	$18.34	$19.27	$20.24	$21.25	$22.31	$23.45	$24.62	$25.86	$27.17	$28.52
ENVIRONMENTAL HEALTH TECH 2	$19.83	$20.83	$21.87	$22.98	$24.14	$25.34	$26.62	$27.95	$29.35	$30.82
EPIDEMIOLOGIST	$37.10	$38.96	$40.91	$42.95	$45.09	$47.35	$49.71	$52.21	$54.82	$57.57
EXECUTIVE ASSISTANT-PLANNING	$17.47	$18.34	$19.26	$20.24	$21.25	$22.31	$23.45	$24.62	$25.86	$27.15
FAIR FISCAL COORDINATOR 1	$22.96	$24.10	$25.32	$26.58	$27.92	$29.31	$30.79	$32.33	$33.96	$35.66
FAIR FISCAL COORDINATOR 2	$25.31	$26.57	$27.91	$29.30	$30.78	$32.32	$33.94	$35.64	$37.43	$39.30
FAMILY VIOLENCE OFFICER	$19.84	$20.84	$21.88	$22.99	$24.15	$25.36	$26.63	$27.96	$29.37	$30.85
FIELD SERVICES ASSISTANT	$16.64	$17.48	$18.36	$19.29	$20.27	$21.28	$22.34	$23.48	$24.66	$25.90
FISCAL & TECH SERVICES ASST 1	$16.50	$17.33	$18.20	$19.11	$20.07	$21.08	$22.14	$23.25	$24.42	$25.65
FISCAL & TECH SERVICES ASST 2	$17.33	$18.20	$19.11	$20.07	$21.08	$22.14	$23.25	$24.42	$25.65	$26.94
FISCAL & TECH SERVICES ASST 3	$19.11	$20.07	$21.08	$22.14	$23.25	$24.42	$25.65	$26.94	$28.29	$29.71
GEO INFO SYS (GIS) PLANNER 1	$23.53	$24.71	$25.96	$27.25	$28.62	$30.06	$31.57	$33.15	$34.81	$36.56
GEO INFO SYS (GIS) PLANNER 2	$25.31	$26.57	$27.91	$29.30	$30.78	$32.32	$33.94	$35.64	$37.43	$39.30
HAZ MAT SPECIALIST 1	$25.78	$27.07	$28.43	$29.87	$31.35	$32.93	$34.59	$36.33	$38.14	$40.05
HAZ MAT SPECIALIST 2	$28.44	$29.88	$31.37	$32.94	$34.60	$36.34	$38.15	$40.06	$42.07	$44.18
HAZ MAT SPECIALIST 3	$31.29	$32.87	$34.51	$36.25	$38.06	$39.97	$41.99	$44.09	$46.30	$48.61
HEAD COOK	$18.20	$19.11	$20.07	$21.08	$22.14	$23.25	$24.42	$25.65	$26.94	$28.29
HEALTH AIDE 1	$16.50	$17.33	$18.20	$19.11	$20.07	$21.08	$22.14	$23.25	$24.42	$25.65
HEALTH AIDE 2	$17.33	$18.20	$19.11	$20.07	$21.08	$22.14	$23.25	$24.42	$25.65	$26.94

Job Title	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	L1	L2	L3	L4	L5
HEALTH EDUCATION COORDINATOR 1	$25.31	$26.57	$27.91	$29.30	$30.78	$32.32	$33.94	$35.64	$37.43	$39.30
HEALTH EDUCATION SPECIALIST	$22.96	$24.10	$25.32	$26.58	$27.92	$29.31	$30.79	$32.33	$33.96	$35.66
HIV SPECIALTY CLINIC THERAPIST	$26.57	$27.91	$29.30	$30.78	$32.32	$33.94	$35.64	$37.43	$39.30	$41.28
INFORMATION SYSTEMS TECHNICIAN	$23.70	$24.88	$26.13	$27.44	$28.81	$30.26	$31.78	$33.37	$35.04	$36.80
LEAD DEPUTY CLERK-RECORDER	$22.94	$24.08	$25.30	$26.56	$27.91	$29.29	$30.77	$32.31	$33.93	$35.63
LEGAL SECRETARY	$20.34	$21.37	$22.44	$23.56	$24.74	$25.99	$27.30	$28.65	$30.09	$31.60
LEGAL SECRETARY - SENIOR	$21.58	$22.66	$23.81	$25.01	$26.26	$27.57	$28.96	$30.41	$31.93	$33.53
LEGAL SECRETARY - TRAINEE	$18.44	$19.38	$20.35	$21.37	$22.45	$23.57	$24.76	$26.00	$27.31	$28.67
LEGAL SERVICES ASSISTANT 1	$16.50	$17.33	$18.20	$19.11	$20.07	$21.08	$22.14	$23.25	$24.42	$25.65
LEGAL SERVICES ASSISTANT 2	$18.20	$19.11	$20.07	$21.08	$22.14	$23.25	$24.42	$25.65	$26.94	$28.29
LIBRARIAN	$22.83	$23.98	$25.19	$26.45	$27.78	$29.17	$30.64	$32.18	$33.79	$35.49
LIBRARY AIDE	$16.70	$17.53	$18.40	$19.32	$20.29	$21.31	$22.38	$23.49	$24.67	$25.90
LIBRARY LITERACY CLERK	$16.70	$17.53	$18.40	$19.32	$20.29	$21.31	$22.38	$23.49	$24.67	$25.90
LIBRARY TECHNICIAN	$19.32	$20.29	$21.31	$22.38	$23.49	$24.67	$25.90	$27.20	$28.56	$29.98
LICENSED VOCATIONAL NURSE 1-BH	$21.93	$23.04	$24.20	$25.41	$26.68	$28.04	$29.44	$30.91	$32.47	$34.09
LICENSED VOCATIONAL NURSE 1-PH	$21.93	$23.04	$24.20	$25.41	$26.68	$28.04	$29.44	$30.91	$32.47	$34.09
LICENSED VOCATIONAL NURSE 2-BH	$23.03	$24.19	$25.40	$26.67	$28.02	$29.43	$30.90	$32.46	$34.08	$35.79
LICENSED VOCATIONAL NURSE 2-PH	$23.03	$24.19	$25.40	$26.67	$28.02	$29.43	$30.90	$32.46	$34.08	$35.79
LITERACY PROGRAM ASSISTANT 1	$17.53	$18.40	$19.32	$20.29	$21.31	$22.38	$23.49	$24.67	$25.90	$27.20
LITERACY PROGRAM ASSISTANT 2	$18.40	$19.32	$20.29	$21.31	$22.38	$23.49	$24.67	$25.90	$27.20	$28.56
MANAGEMENT ANALYST 1	$22.96	$24.10	$25.32	$26.58	$27.92	$29.31	$30.79	$32.33	$33.96	$35.66
MANAGEMENT ANALYST 2	$25.54	$26.81	$28.15	$29.56	$31.04	$32.61	$34.25	$35.96	$37.76	$39.64
MENTORING COORDINATOR	$16.50	$17.33	$18.20	$19.11	$20.07	$21.08	$22.14	$23.25	$24.42	$25.65
MUSEUM REGISTRAR	$16.70	$17.53	$18.40	$19.32	$20.29	$21.31	$22.38	$23.49	$24.67	$25.90
NATURAL RESOURCES ANALYST	$22.42	$23.54	$24.72	$25.97	$27.26	$28.63	$30.07	$31.58	$33.16	$34.82
NURSE PRACTITIONER	$50.49	$53.02	$55.68	$58.47	$61.38	$64.47	$67.70	$71.09	$74.65	$78.38
OFFICE ASSISTANT 1	$16.50	$17.33	$18.20	$19.11	$20.07	$21.08	$22.14	$23.25	$24.42	$25.65
OFFICE ASSISTANT 2	$17.33	$18.20	$19.11	$20.07	$21.08	$22.14	$23.25	$24.42	$25.65	$26.94
OFFICE ASSISTANT 3	$19.11	$20.07	$21.08	$22.14	$23.25	$24.42	$25.65	$26.94	$28.29	$29.71
OFFICE AUTOMATION ANALYST	$24.09	$25.29	$26.56	$27.89	$29.28	$30.76	$32.31	$33.92	$35.62	$37.40
OFFICE AUTOMATION SPECIALIST	$19.84	$20.84	$21.88	$22.99	$24.15	$25.36	$26.63	$27.96	$29.37	$30.85
PARALEGAL 1	$17.47	$18.34	$19.26	$20.24	$21.25	$22.31	$23.45	$24.62	$25.86	$27.15
PARALEGAL 2	$19.26	$20.24	$21.25	$22.31	$23.45	$24.62	$25.86	$27.15	$28.52	$29.96
PARALEGAL 3	$20.83	$21.87	$22.98	$24.14	$25.34	$26.62	$27.95	$29.35	$30.82	$32.38
PERMIT TECHNICIAN	$17.89	$18.79	$19.74	$20.75	$21.78	$22.87	$24.02	$25.23	$26.49	$27.83
PHYSICIAN ASSISTANT	$50.49	$53.02	$55.68	$58.47	$61.38	$64.47	$67.70	$71.09	$74.65	$78.38
PLANNING TECHNICIAN	$19.36	$20.32	$21.34	$22.41	$23.53	$24.71	$25.95	$27.24	$28.61	$30.04
PREVENTION AIDE	$16.50	$17.33	$18.20	$19.11	$20.07	$21.08	$22.14	$23.25	$24.42	$25.65
PROG COMPL & TRAINING ANALYST	$20.83	$21.87	$22.98	$24.14	$25.34	$26.62	$27.95	$29.35	$30.82	$32.38
PROGRAMMER ANALYST	$24.10	$25.32	$26.58	$27.92	$29.31	$30.79	$32.33	$33.96	$35.66	$37.45
PROJECT MANAGER	$29.29	$30.77	$32.31	$33.93	$35.63	$37.42	$39.29	$41.27	$43.33	$45.51
PROPERTY TAX ASSESSMENT SPEC 1	$18.40	$19.32	$20.29	$21.31	$22.38	$23.49	$24.67	$25.90	$27.20	$28.56
PROPERTY TAX ASSESSMENT SPEC 2	$20.29	$21.31	$22.38	$23.49	$24.67	$25.90	$27.20	$28.56	$29.98	$31.48
PROPERTY TAX ASSESSMENT TECH	$16.70	$17.53	$18.40	$19.32	$20.29	$21.31	$22.38	$23.49	$24.67	$25.90

Job Title	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	L1	L2	L3	L4	L5
PSYCHIATRIC NURSE 1	$28.40	$29.84	$31.32	$32.90	$34.56	$36.29	$38.11	$40.02	$42.03	$44.14
PSYCHIATRIC NURSE 2	$31.81	$33.40	$35.08	$36.84	$38.68	$40.62	$42.65	$44.80	$47.04	$49.41
PSYCHIATRIC TECHNICIAN	$19.83	$20.83	$21.87	$22.98	$24.14	$25.34	$26.62	$27.95	$29.35	$30.82
PUBLIC HEALTH DATABASE ANALYST	$28.40	$29.84	$31.32	$32.90	$34.56	$36.29	$38.11	$40.02	$42.03	$44.14
PUBLIC HEALTH EMERGENCY PREPAREDNESS COORDINATOR	$27.90	$29.29	$30.77	$32.31	$33.93	$35.63	$37.42	$39.29	$41.27	$43.33
PUBLIC HEALTH NURSE 1	$28.40	$29.84	$31.32	$32.90	$34.56	$36.29	$38.11	$40.02	$42.03	$44.14
PUBLIC HEALTH NURSE 2	$31.81	$33.40	$35.08	$36.84	$38.68	$40.62	$42.65	$44.80	$47.04	$49.41
PUBLIC HEALTH NURSE 3	$35.21	$36.98	$38.84	$40.79	$42.83	$44.99	$47.23	$49.60	$52.09	$54.70
QUALITY ASSURANCE COORDINATOR	$26.57	$27.91	$29.30	$30.78	$32.32	$33.94	$35.64	$37.43	$39.30	$41.28
RECORDS MANAGEMENT TECH 1	$16.50	$17.33	$18.20	$19.11	$20.07	$21.08	$22.14	$23.25	$24.42	$25.65
RECORDS MANAGEMENT TECH 2	$18.20	$19.11	$20.07	$21.08	$22.14	$23.25	$24.42	$25.65	$26.94	$28.29
REGISTERED DENTAL ASSISTANT 1	$21.93	$23.04	$24.20	$25.41	$26.68	$28.04	$29.44	$30.91	$32.47	$34.09
REGISTERED DENTAL ASSISTANT 2	$23.03	$24.19	$25.40	$26.67	$28.02	$29.43	$30.90	$32.46	$34.08	$35.79
REGISTERED NURSE 1 - BH	$28.40	$29.84	$31.32	$32.90	$34.56	$36.29	$38.11	$40.02	$42.03	$44.14
REGISTERED NURSE 1 - PH	$28.40	$29.84	$31.32	$32.90	$34.56	$36.29	$38.11	$40.02	$42.03	$44.14
REGISTERED NURSE 2 - BH	$31.81	$33.40	$35.08	$36.84	$38.68	$40.62	$42.65	$44.80	$47.04	$49.41
REGISTERED NURSE 2 - PH	$31.81	$33.40	$35.08	$36.84	$38.68	$40.62	$42.65	$44.80	$47.04	$49.41
SENIOR BUILDING INSPECTOR	$25.31	$26.57	$27.91	$29.30	$30.78	$32.32	$33.94	$35.64	$37.43	$39.30
SENIOR BUILDING PLNCHK INSP	$29.20	$30.68	$32.21	$33.82	$35.52	$37.30	$39.17	$41.14	$43.20	$45.36
SENIOR DISTRICT ATTORNEY INVST	$27.23	$28.60	$30.03	$31.55	$33.13	$34.79	$36.54	$38.37	$40.30	$42.32
SENIOR PERMIT TECHNICIAN	$20.12	$21.15	$22.20	$23.32	$24.48	$25.72	$27.00	$28.36	$29.79	$31.27
SENIOR PLANNER	$27.90	$29.29	$30.77	$32.31	$33.93	$35.63	$37.42	$39.29	$41.27	$43.33
SENIOR SOCIAL WORKER A	$27.84	$29.22	$30.70	$32.23	$33.86	$35.54	$37.32	$39.19	$41.16	$43.22
SENIOR SOCIAL WORKER B	$30.45	$31.99	$33.58	$35.27	$37.04	$38.90	$40.84	$42.91	$45.06	$47.32
SITE MANAGER	$19.02	$19.97	$20.97	$22.03	$23.13	$24.30	$25.52	$26.81	$28.14	$29.57
SOCIAL SERVICES AIDE	$17.15	$18.01	$18.93	$19.88	$20.87	$21.91	$23.02	$24.18	$25.39	$26.66
SOCIAL WORKER 1	$22.15	$23.28	$24.43	$25.66	$26.95	$28.30	$29.72	$31.22	$32.78	$34.43
SOCIAL WORKER 2	$24.42	$25.65	$26.93	$28.29	$29.71	$31.21	$32.76	$34.42	$36.15	$37.95
SOCIAL WORKER 3	$26.69	$28.05	$29.45	$30.92	$32.48	$34.10	$35.81	$37.61	$39.50	$41.47
STAFF SERVICES ANALYST 1	$23.81	$24.99	$26.25	$27.57	$28.96	$30.41	$31.95	$33.54	$35.22	$36.99
STAFF SERVICES ANALYST 2	$26.24	$27.56	$28.95	$30.40	$31.93	$33.53	$35.21	$36.98	$38.84	$40.79
STAFF SERVICES SPECIALIST	$22.97	$24.13	$25.33	$26.60	$27.93	$29.32	$30.80	$32.35	$33.98	$35.68
SUBSTANCE USE DISORDER SPEC 1	$21.27	$22.33	$23.47	$24.65	$25.89	$27.18	$28.55	$29.98	$31.47	$33.06
SUBSTANCE USE DISORDER SPEC 2	$23.47	$24.65	$25.89	$27.18	$28.55	$29.98	$31.47	$33.06	$34.73	$36.46
TELECOMMUNICATIONS TECHNICIAN	$24.08	$25.30	$26.56	$27.91	$29.29	$30.77	$32.31	$33.93	$35.63	$37.42
TREAS/TAX COLLECTIONS OFFCR 1	$20.83	$21.87	$22.98	$24.14	$25.34	$26.62	$27.95	$29.35	$30.82	$32.38
TREAS/TAX COLLECTIONS OFFCR 2	$22.96	$24.10	$25.32	$26.58	$27.92	$29.31	$30.79	$32.33	$33.96	$35.66
TREASURER/TAX SPECIALIST 1	$18.40	$19.32	$20.29	$21.31	$22.38	$23.49	$24.67	$25.90	$27.20	$28.56
TREASURER/TAX SPECIALIST 2	$20.29	$21.31	$22.38	$23.49	$24.67	$25.90	$27.20	$28.56	$29.98	$31.48
TREASURER/TAX TECHNICIAN	$19.32	$20.29	$21.31	$22.38	$23.49	$24.67	$25.90	$27.20	$28.56	$29.98
VETERANS SERVICE REP 1	$16.64	$17.48	$18.36	$19.29	$20.27	$21.28	$22.34	$23.48	$24.66	$25.90
VETERANS SERVICE REP 2	$18.34	$19.27	$20.24	$21.25	$22.31	$23.45	$24.62	$25.86	$27.17	$28.52
VICTIM/WITNESS ADVOCATE	$20.75	$21.78	$22.87	$24.02	$25.23	$26.49	$27.83	$29.21	$30.69	$32.22
WELFARE FRAUD INVESTIGATOR 1	$24.15	$25.36	$26.63	$27.96	$29.37	$30.85	$32.40	$34.03	$35.72	$37.51
WELFARE FRAUD INVESTIGATOR 2	$26.18	$27.50	$28.86	$30.33	$31.84	$33.43	$35.12	$36.88	$38.72	$40.67

County of Plumas
Pay Schedule

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OE3 MID-MANAGEMENT

	HOURLY RATE									
Job Title	**STEP 1**	**STEP 2**	**STEP 3**	**STEP 4**	**STEP 5**	**L1**	**L2**	**L3**	**L4**	**L5**
A&D PROG CLINICIAN/SUPERVISOR	$32.30	$33.92	$35.62	$37.41	$39.28	$41.26	$43.32	$45.50	$47.77	$50.16
ALCOHOL & DRUG PROG CHIEF	$32.30	$33.92	$35.62	$37.41	$39.28	$41.26	$43.32	$45.50	$47.77	$50.16
ALTERNATIVE SENTENCING MANAGER	$27.87	$29.26	$30.73	$32.27	$33.89	$35.58	$37.37	$39.24	$41.21	$43.28
ANIMAL CONTROL SUPERVISOR	$24.69	$25.93	$27.22	$28.58	$30.01	$31.51	$33.08	$34.75	$36.50	$38.33
ASSESSOR'S OFFICE MANAGER	$22.96	$24.10	$25.32	$26.58	$27.92	$29.31	$30.79	$32.33	$33.96	$35.66
ASSISTANT BUILDING OFFICIAL	$32.30	$33.92	$35.62	$37.41	$39.28	$41.26	$43.32	$45.50	$47.77	$50.16
ASSISTANT COUNTY ASSESSOR	$29.29	$30.77	$32.31	$33.93	$35.63	$37.42	$39.29	$41.27	$43.33	$45.51
ASSISTANT DISTRICT ATTORNEY	$57.90	$60.79	$63.83	$67.02	$70.37	$73.89	$77.59	$81.47	$85.54	$89.81
ASSISTANT PLANNING DIRECTOR	$32.30	$33.92	$35.62	$37.41	$39.28	$41.26	$43.32	$45.50	$47.77	$50.16
ASST COUNTY CLERK-RECORDER	$28.94	$30.39	$31.91	$33.50	$35.18	$36.95	$38.80	$40.76	$42.79	$44.94
ASST DIR DEPT OF CHILD SUP SVC	$35.57	$37.35	$39.22	$41.18	$43.24	$45.40	$47.67	$50.05	$52.55	$55.18
ASST DIRECTOR OF PUBLIC HEALTH	$41.22	$43.29	$45.46	$47.74	$50.13	$52.64	$55.28	$58.07	$60.96	$64.01
ASST TREASURER/TAX COLLECTOR	$29.29	$30.77	$32.31	$33.93	$35.63	$37.42	$39.29	$41.27	$43.33	$45.51
BH ADMIN SERVICES OFFICER	$36.36	$38.17	$40.08	$42.09	$44.20	$46.42	$48.74	$51.19	$53.76	$56.46
BH AOD PROGRAM ADMIN	$39.75	$41.75	$43.85	$46.05	$48.35	$50.77	$53.32	$56.00	$58.80	$61.75
BH CONTINUING CARE COORDINATOR	$36.36	$38.17	$40.08	$42.09	$44.20	$46.42	$48.74	$51.19	$53.76	$56.46
BH QUAL IMPROVEMENT/COMPL MGR	$39.75	$41.75	$43.85	$46.05	$48.35	$50.77	$53.32	$56.00	$58.80	$61.75
BH UNIT SUPERVISOR	$36.36	$38.17	$40.08	$42.09	$44.20	$46.42	$48.74	$51.19	$53.76	$56.46
BH UNIT SUPERVISOR-NURSING	$36.36	$38.17	$40.08	$42.09	$44.20	$46.42	$48.74	$51.19	$53.76	$56.46
BLDG/GRDS MAINT SUPERVISOR 1	$22.02	$23.12	$24.27	$25.48	$26.77	$28.11	$29.52	$30.98	$32.54	$34.19
BLDG/GRDS MAINT SUPERVISOR 2	$23.12	$24.27	$25.48	$26.77	$28.11	$29.52	$30.98	$32.54	$34.19	$35.90
BUILDING OFFICIAL	$35.59	$37.38	$39.25	$41.22	$43.29	$45.46	$47.74	$50.13	$52.64	$55.28
CHIEF APPRAISER	$27.90	$29.29	$30.77	$32.31	$33.93	$35.63	$37.42	$39.29	$41.27	$43.33
CHIEF CODE ENFORCEMENT OFFICER	$31.06	$32.63	$34.27	$35.98	$37.78	$39.67	$41.66	$43.75	$45.94	$48.24
CHIEF DEP PUB GRDN/CONSERVATOR	$26.69	$28.05	$29.45	$30.92	$32.48	$34.10	$35.81	$37.61	$39.50	$41.47
CHILDRENS SERVICES COORDINATOR	$31.55	$33.13	$34.79	$36.54	$38.37	$40.29	$42.30	$44.42	$46.65	$48.99
COMMUNITY CARE CASE MANAGER	$19.26	$20.24	$21.25	$22.31	$23.45	$24.62	$25.86	$27.15	$28.52	$29.96
DA ADMINISTRATOR/ASSISTANT PUBLIC ADMIN	$22.97	$24.13	$25.33	$26.60	$27.93	$29.32	$30.80	$32.35	$33.98	$35.68
DEPUTY AG COMM/SEALER OF WEIGHTS & MEASURE	$31.14	$32.70	$34.33	$36.05	$37.85	$39.75	$41.74	$43.83	$46.03	$48.33
DEP DIR/SOC SERV PROGRAM MGR	$37.14	$39.02	$40.97	$43.03	$45.18	$47.44	$49.82	$52.31	$54.93	$57.69
DEPARTMENT FISCAL OFFICER 1	$22.96	$24.10	$25.32	$26.58	$27.92	$29.31	$30.79	$32.33	$33.96	$35.66
DEPARTMENT FISCAL OFFICER 2	$25.31	$26.57	$27.91	$29.30	$30.78	$32.32	$33.94	$35.64	$37.43	$39.30
DIRECTOR OF NURSING - PH	$43.17	$45.34	$47.62	$49.99	$52.49	$55.12	$57.89	$60.79	$63.83	$67.03
DIV DIR VETERANS SVCS OFFICER	$25.31	$26.57	$27.91	$29.30	$30.78	$32.32	$33.94	$35.64	$37.43	$39.30
ELIGIBILITY SUPERVISOR	$22.96	$24.10	$25.32	$26.58	$27.92	$29.31	$30.79	$32.33	$33.96	$35.66
EMPLOYMENT & TRNG WKR SUP	$28.51	$29.95	$31.44	$33.02	$34.68	$36.42	$38.24	$40.15	$42.17	$44.29
FISCAL SUPPORT COORD	$20.10	$21.10	$22.16	$23.28	$24.44	$25.67	$26.96	$28.30	$29.73	$31.22

Job Title	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5	L1	L2	L3	L4	L5
GEO INFO SYSTEM (GIS) COORD	$29.29	$30.77	$32.31	$33.93	$35.63	$37.42	$39.29	$41.27	$43.33	$45.51
GRANT COMPLIANCE OFFICER	$19.83	$20.83	$21.87	$22.98	$24.14	$25.34	$26.62	$27.95	$29.35	$30.82
HEALTH EDUCATION COORDINATOR 2	$27.90	$29.29	$30.77	$32.31	$33.93	$35.63	$37.42	$39.29	$41.27	$43.33
LIBRARY LITERACY PROGRAM COORD	$19.32	$20.29	$21.31	$22.38	$23.49	$24.67	$25.90	$27.20	$28.56	$29.98
MNTL HLTH SERVICES ACT COORD	$31.55	$33.13	$34.79	$36.54	$38.37	$40.29	$42.30	$44.42	$46.65	$48.99
OFFICE SUPERVISOR	$20.45	$21.47	$22.55	$23.67	$24.86	$26.12	$27.42	$28.79	$30.25	$31.77
PERMIT MANAGER	$22.96	$24.10	$25.32	$26.58	$27.92	$29.31	$30.79	$32.33	$33.96	$35.66
PH ADMIN SERVICES OFFICER	$36.36	$38.17	$40.08	$42.09	$44.20	$46.42	$48.74	$51.19	$53.76	$56.46
PROGRAM CHIEF-NURSING	$32.30	$33.92	$35.62	$37.41	$39.28	$41.26	$43.32	$45.50	$47.77	$50.16
PROGRAM MANAGER 1	$33.61	$35.30	$37.07	$38.93	$40.88	$42.94	$45.09	$47.35	$49.71	$52.21
PROGRAM MANAGER 2	$35.30	$37.07	$38.93	$40.88	$42.94	$45.09	$47.35	$49.71	$52.21	$54.82
PUBLIC HEALTH PROG DIV CHIEF	$30.74	$32.28	$33.90	$35.59	$37.38	$39.25	$41.22	$43.29	$45.46	$47.74
RECORDS MGMT COORDINATOR	$19.84	$20.84	$21.88	$22.99	$24.15	$25.36	$26.63	$27.96	$29.37	$30.85
SENIOR SERVICES DIVISION DIR.	$23.53	$24.71	$25.96	$27.25	$28.62	$30.06	$31.57	$33.15	$34.81	$36.56
SOCIAL SERVICES SUPERVISOR 1	$29.13	$30.59	$32.14	$33.75	$35.45	$37.23	$39.09	$41.04	$43.10	$45.26
SOCIAL SERVICES SUPERVISOR 2	$33.61	$35.30	$37.07	$38.93	$40.88	$42.94	$45.09	$47.35	$49.71	$52.21
STAFF SERVICES MANAGER	$32.29	$33.91	$35.61	$37.40	$39.27	$41.24	$43.31	$45.48	$47.76	$50.15
VICTIM/WITNESS COORDINATOR	$27.87	$29.26	$30.73	$32.27	$33.89	$35.58	$37.37	$39.24	$41.21	$43.28

County of Plumas
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PROBATION MID-MANAGEMENT

	HOURLY RATE									
Job Title	**STEP 1**	**STEP 2**	**STEP 3**	**STEP 4**	**STEP 5**	**L1**	**L2**	**L3**	**L4**	**L5**
DEPARTMENT FISCAL OFFICER 1	$23.40	$24.59	$25.82	$27.13	$28.47	$29.89	$31.40	$32.98	$34.62	$36.36
DEPARTMENT FISCAL OFFICER 2	$25.80	$27.09	$28.45	$29.87	$31.38	$32.96	$34.60	$36.34	$38.16	$40.07
SUPERVISING PROBATION OFFICER	$27.78	$29.17	$30.64	$32.17	$33.79	$35.49	$37.26	$39.14	$41.10	$43.15

County of Plumas
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PROBATION ASSC

	HOURLY RATE									
Job Title	**STEP 1**	**STEP 2**	**STEP 3**	**STEP 4**	**STEP 5**	**L1**	**L2**	**L3**	**L4**	**L5**
ADMINISTRATIVE ASSISTANT 1	$16.79	$17.62	$18.51	$19.42	$20.41	$21.42	$22.49	$23.63	$24.79	$26.04
ADMINISTRATIVE ASSISTANT 2	$17.62	$18.51	$19.42	$20.41	$21.42	$22.49	$23.63	$24.79	$26.04	$27.34
DEPUTY PROBATION OFFICER 1	$20.12	$21.15	$22.20	$23.32	$24.48	$25.72	$27.00	$28.36	$29.79	$31.27
DEPUTY PROBATION OFFICER 2	$21.77	$22.87	$24.03	$25.23	$26.50	$27.83	$29.21	$30.69	$32.23	$33.85
DEPUTY PROBATION OFFICER 3	$24.00	$25.20	$26.47	$27.78	$29.17	$30.63	$32.16	$33.77	$35.46	$37.24
DETENTION COORDINATOR	$21.26	$22.32	$23.46	$24.63	$25.87	$27.17	$28.54	$29.97	$31.46	$33.03
LEGAL SERVICES ASSISTANT 1	$16.79	$17.62	$18.51	$19.42	$20.41	$21.42	$22.49	$23.63	$24.79	$26.04
LEGAL SERVICES ASSISTANT 2	$18.51	$19.42	$20.41	$21.42	$22.49	$23.63	$24.79	$26.04	$27.34	$28.72
MANAGEMENT ANALYST 1	$23.75	$24.94	$26.19	$27.51	$28.87	$30.34	$31.85	$33.44	$35.12	$36.88
MANAGEMENT ANALYST 2	$26.43	$27.75	$29.14	$30.60	$32.13	$33.75	$35.44	$37.22	$39.08	$41.04
OFFICE ASSISTANT 1	$16.79	$17.62	$18.51	$19.42	$20.41	$21.42	$22.49	$23.63	$24.79	$26.04
OFFICE ASSISTANT 2	$17.62	$18.51	$19.42	$20.41	$21.42	$22.49	$23.63	$24.79	$26.04	$27.34
OFFICE ASSISTANT 3	$19.42	$20.41	$21.42	$22.49	$23.63	$24.79	$26.04	$27.34	$28.72	$30.15
PROB PROG COORD/ADMIN ASSIST	$21.14	$22.21	$23.31	$24.49	$25.73	$27.01	$28.37	$29.81	$31.30	$32.86
PROBATION ASSISTANT	$16.95	$17.80	$18.69	$19.62	$20.61	$21.63	$22.73	$23.87	$25.07	$26.32
PROBATION REPORT WRITER	$20.20	$21.21	$22.28	$23.39	$24.58	$25.81	$27.10	$28.46	$29.88	$31.39

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SHERIFF EMPLOYEE ASSC

	HOURLY RATE									
Job Title	**STEP 1**	**STEP 2**	**STEP 3**	**STEP 4**	**STEP 5**	**L1**	**L2**	**L3**	**L4**	**L5**
ASSISTANT PROGRAM MANAGER	$19.03	$19.99	$20.99	$22.04	$23.15	$24.30	$25.52	$26.80	$28.14	$29.57
CORRECTIONAL OFFICER 1	$22.78	$23.91	$25.11	$26.37	$27.69	$29.09	$30.54	$32.07	$33.69	$35.37
CORRECTIONAL OFFICER 2	$25.10	$26.36	$27.68	$29.08	$30.54	$32.08	$33.68	$35.38	$37.14	$39.01
CORRECTIONAL SERGEANT	$27.84	$29.22	$30.70	$32.23	$33.86	$35.54	$37.32	$39.19	$41.16	$43.22
CRIME ANALYST	$21.42	$22.50	$23.63	$24.80	$26.06	$27.37	$28.74	$30.18	$31.69	$33.28
DEP SHERIFF 2/COM EQUIP COORD	$35.29	$37.06	$38.90	$40.86	$42.91	$45.06	$47.33	$49.70	$52.20	$54.80
DEPUTY SHERIFF 1	$25.82	$27.12	$28.49	$29.92	$31.42	$32.99	$34.64	$36.37	$38.20	$40.10
DEPUTY SHERIFF 2	$28.44	$29.88	$31.37	$32.94	$34.60	$36.34	$38.15	$40.06	$42.07	$44.18
DEPUTY SHERIFF 2-ADVANCED	$29.94	$31.45	$33.02	$34.69	$36.43	$38.26	$40.18	$42.18	$44.29	$46.54
DEPUTY SHERIFF 2-INTERMEDIATE	$29.30	$30.77	$32.32	$33.94	$35.63	$37.43	$39.31	$41.28	$43.34	$45.52
SH INVSTG/CANNABIS CODE COMPL	$34.49	$36.23	$38.03	$39.94	$41.94	$44.05	$46.26	$48.59	$51.01	$53.57
SHERIFF DISPATCHER 1	$22.78	$23.91	$25.11	$26.37	$27.69	$29.09	$30.54	$32.07	$33.69	$35.37
SHERIFF DISPATCHER 2	$24.32	$25.54	$26.83	$28.16	$29.58	$31.07	$32.62	$34.26	$35.98	$37.78
SHERIFF DISPATCHER 2 - INTERMEDIATE	$25.06	$26.30	$27.62	$29.00	$30.46	$31.98	$33.58	$35.26	$37.02	$38.87
SHERIFF DISPATCHER 2 - ADVANCED	$25.54	$26.83	$28.16	$29.58	$31.07	$32.62	$34.26	$35.98	$37.78	$39.66
SHERIFF EMERGENCY SERVICES & TRAINING COORD.	$27.88	$29.28	$30.73	$32.29	$33.91	$35.62	$37.40	$39.28	$41.24	$43.31
SHERIFF INVESTIGATOR	$30.59	$32.12	$33.76	$35.45	$37.22	$39.10	$41.06	$43.13	$45.29	$47.56
SHERIFF INVESTIGATOR SERGEANT	$37.30	$39.17	$41.14	$43.19	$45.35	$47.63	$50.02	$52.51	$55.14	$57.90
SHERIFF INVESTIGATOR-ADVANCED	$32.20	$33.83	$35.51	$37.30	$39.17	$41.14	$43.19	$45.35	$47.63	$50.02
SHERIFF INVESTIGATOR-INTERMED	$31.52	$33.10	$34.77	$36.52	$38.35	$40.27	$42.28	$44.40	$46.63	$48.97
SHERIFF SERGEANT	$32.12	$33.76	$35.45	$37.22	$39.10	$41.06	$43.13	$45.29	$47.56	$49.93
SHERIFF SERGEANT-ADVANCED	$34.64	$36.37	$38.21	$40.12	$42.13	$44.24	$46.46	$48.79	$51.23	$53.78
SHERIFF SERGEANT-INTERMEDIATE	$33.89	$35.59	$37.38	$39.26	$41.23	$43.30	$45.46	$47.74	$50.14	$52.64
SHERIFF SERVICES ASSISTANT 1	$20.57	$21.59	$22.68	$23.82	$25.02	$26.28	$27.60	$28.98	$30.44	$31.97
SHERIFF SERVICES ASSISTANT 2	$22.67	$23.81	$25.01	$26.27	$27.59	$28.97	$30.43	$31.96	$33.56	$35.24

County of Plumas
Pay Schedule

Effective as of 09/10/2024 per Board of Supervisors Resolution Number 2024-8947; revised as of 01/01/2025 per Resolution Number 2025-XXXX, and 01/21/2025 per Resolution Numbers 2025-8984 and 2025-8986; and adopted by the Board as of 02/04/2025 per Resolution Number 2025-XXXX

SHERIFF EMPLOYEE ASSC MID-MGMT

	HOURLY RATE									
Job Title	**STEP 1**	**STEP 2**	**STEP 3**	**STEP 4**	**STEP 5**	**L1**	**L2**	**L3**	**L4**	**L5**
ASST DIR OF EMERGENCY SERVICES	$29.09	$30.54	$32.08	$33.68	$35.38	$37.14	$39.01	$40.96	$43.01	$45.17
COMMUNICATIONS SUPER ADVANCED	$29.41	$30.90	$32.45	$34.07	$35.77	$37.57	$39.46	$41.42	$43.50	$45.68
COMMUNICATIONS SUPER INTERMED	$28.85	$30.30	$31.82	$33.42	$35.08	$36.84	$38.70	$40.64	$42.67	$44.81
COMMUNICATIONS SUPERVISOR	$28.01	$29.41	$30.90	$32.45	$34.07	$35.77	$37.57	$39.46	$41.42	$43.50
JAIL COMMANDER	$40.09	$42.12	$44.23	$46.45	$48.77	$51.20	$53.78	$56.48	$59.32	$62.29
SH INV SGT/CODE COMPLIANCE SUP	$40.09	$42.12	$44.23	$46.45	$48.77	$51.20	$53.78	$56.48	$59.32	$62.29
SHERIFF ADMIN SERGEANT	$37.30	$39.17	$41.14	$43.19	$45.35	$47.63	$50.02	$52.51	$55.14	$57.90
SHERIFF FISCAL OFFICER 1	$28.68	$30.11	$31.62	$33.19	$34.87	$36.62	$38.47	$40.39	$42.41	$44.53
SHERIFF FISCAL OFFICER 2	$33.85	$35.54	$37.34	$39.22	$41.18	$43.25	$45.43	$47.69	$50.09	$52.60
SHERIFF PATROL COMMANDER	$40.09	$42.12	$44.23	$46.45	$48.77	$51.20	$53.78	$56.48	$59.32	$62.29
SHERIFF'S OFFICE MANAGER	$28.56	$29.99	$31.49	$33.07	$34.73	$36.47	$38.30	$40.22	$42.24	$44.36
SHERIFF'S SPECIAL OPS SGT	$37.30	$39.17	$41.14	$43.19	$45.35	$47.63	$50.02	$52.51	$55.14	$57.90

County of Plumas
Pay Schedule

Effective as of 09/10/2024 per Board of Supervisors Resolution Number 2024-8947; revised as of 01/01/2025 per Resolution Number 2025-XXXX, and 01/21/2025 per Resolution Numbers 2025-8984 and 2025-8986; and adopted by the Board as of 02/04/2025 per Resolution Number 2025-XXXX

UNDERSHERIFF

	HOURLY RATE									
Job Title	**STEP 1**	**STEP 2**	**STEP 3**	**STEP 4**	**STEP 5**	**L1**	**L2**	**L3**	**L4**	**L5**
UNDERSHERIFF	$44.82	$47.07	$49.43	$51.91	$54.51	$57.24	$60.11	$63.12	$66.28	$69.60

PLUMAS COUNTY
BOARD OF SUPERVISORS
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Kristina Rogers, Paralegal III/Deputy Clerk of the Board**
MEETING DATE:	**February 4, 2025**
SUBJECT:	**Approve and authorize Chair to sign an agreement between Plumas County and Alyssa Thompson to provide public defender services, replacing Jude Koenig due to resignation; effective March 6, 2025 through June 30, 2027; not to exceed $9,597.88 per month; (General Fund Impact) as approved in adopted (FY24/25) budget; approved as to form by County Counsel.**

Recommendation:
Approve and authorize Chair to sign an agreement between Plumas County and Alyssa Thompson to provide public defender services, replacing Jude Koenig due to resignation; effective March 6, 2025 through June 30, 2027; not to exceed $9,597.88 per month.

Background and Discussion:
Public Defenders are chosen by the courts and contracted through the County. Public Defender, Jude Koenig, submitted his letter of resignation effective March 5, 2025. Due to the resignation, the county had to issue a new contract for the attorney chosen by the court.

Action:

Approve and authorize Chair to sign an agreement between Plumas County and Alyssa Thompson to provide public defender services, replacing Jude Koenig due to resignation; effective March 6, 2025 through June 30, 2027; not to exceed $9,597.88 per month.

Fiscal Impact:

(General Fund Impact) as approved in (FY24/25) adopted budget.

Attachments:
1. 20250127030310

PLUMAS COUNTY
PUBLIC DEFENDER CONTRACT
For Attorney's Services Rendered
Under Court Appointment

WHEREAS, **ALYSSA THOMPSON**, (hereafter "Attorney") and Plumas County, a political subdivision of the State of California (hereafter "County") seek to enter this contract; and,

WHEREAS, on _____, the Plumas County Board of Supervisors considered and approved the terms and conditions that follow,

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. **Qualifications:** Attorney is qualified to practice law in California and to perform this contract. Nothing in this contract shall be construed to modify the Attorney's obligation to obey the Rules of Professional Conduct of the State Bar of California. County is authorized to enter this contract under Penal Code §987.2(b).

2. **Term of Contract:** This contract shall commence with an effective date of March 6, 2025, and end on June 30, 2027, unless terminated earlier in accordance with paragraph 13 below.

3. **Attorney's Services:** Attorney's services shall be limited annually to approximately one-third (1/3rd) of the total appointments made by the County's courts and, more specifically, to one-third (1/3rd) of each type of case as described more fully in paragraph 4 below. The Attorney acknowledges that one-third (1/3rd) is an approximation, and agrees not to refuse appointments on the ground of disproportionately, prior to conferring in good faith with the County's representative or Superior Court Judges

Attorney shall accept all assignments by the Court, where no conflict exists, for those matters enumerated in Government Code Section 27706 or as required by the laws of the United States and the State of California, except that Attorney is not obligated to represent defendants as excluded below:

(1) conservatorship cases; (2) state appellate court cases after filing of the notice of appeal and motion to appoint counsel per Penal Code Section 1240.1 [both misdemeanor and felony appeals are excluded]; (3) Family Support OSC Re: Contempt cases; (4) cases in which a violation of Penal Code Section 187 is charged, including a violation of Penal Code 664/187; (5) Welfare and Institutions Code Section 300 cases; and (6) court scheduled probation status reviews and no more than two (2) pro per habeas corpus petitions per fiscal year.

Attorney shall accept all assignments by the Court to represent respondents under the CARE Act.

4. **Appointment Process:** In order to ensure that the Attorney receives the correct one-third (1/3rd) proportion of cases annually, and to provide for alternative arrangements when the Attorney is unavailable, the following process shall be used:

(a) Monthly Reports on Appointments: By the fifteenth (15th) day of each month (e.g., January 15, February 15, etc.), the Attorney shall make a written report to the County Counsel, or such other County office designated as County's representative by the Board of Supervisors, identifying each court appointment for the prior month. Each appointment shall be categorized under one of four separate categories as follows: Felonies, Misdemeanors, Juvenile, Other. For each appointment there shall be stated the date of appointment, the case number, court, and the code section describing the charge or proceeding. If the Attorney does not timely make such written report, the County may withhold sums due to the Attorney until the Attorney delivers the late written report to the County.

(b) Monthly Report Summaries: County Counsel shall summarize the Attorney's monthly reports showing the total number of appointments in each of the four categories, and that number as a percentage of all appointments made to County's contract public defenders. This summary shall be forwarded promptly to the County's judges.

(c) Attorney Availability: The scheduling of court appointments shall be arranged between the Attorney and the Superior Court Judges according to the following criteria:

(1) The Attorney shall be available to receive court appointments. Recognizing that vacations, illness, or private law practice may cause unavailability from time to time, Attorney shall provide adequate prior notification of the Attorney's unavailability to the court, to the extent possible. Attorney shall arrange for a substitute attorney acceptable to the court to handle Attorney's calendar during the period of Attorney's unavailability. If a substitute for Attorney has been approved in advance by the court, then the substitute may be appointed in lieu of the Attorney, and this shall not be deemed a prohibited assignment of the contract. Attorney shall be responsible for any fees and expenses incurred by such substitute attorney, and Attorney is encouraged to negotiate in advance with such substitute attorney regarding these fees and expenses. Should Attorney not arrange for a substitute attorney during a period of unavailability, Attorney shall still be responsible for any fees and expenses incurred by an attorney or attorneys appointed by the court in Attorney's place.

(2) The Attorney shall coordinate with the County's other contract public defenders to ensure that at least one is present in court on law and motion days. If coordination cannot be arranged by and between the attorneys, the judge shall have the right under this contract to demand that the Attorney be present for a particular law and motion day.

(d) Court Use of Monthly Reports: In appointing defense counsel under this contract, the County's judges will use the County's monthly report summaries to permit

each contract public defender the opportunity to attain his or her target percentage of service; provided, however, that the judges may also consider a variety of other factors such as: conflicts of interest; past representation of the same client; and the availability of other contract public defenders.

(e) Default: In the event that the Attorney declines appointment or is unavailable for appointment without justification under this contract, and a substitute attorney is not provided at Attorney's cost pursuant to subparagraph (c)(1) above, then the court shall notify County of the Attorney's default in performance. The County may declare the default to be a material breach of this contract, and good cause for contract termination.

5. **Cases Pending on Commencement of Contract:** Public defender cases to which the Attorney was appointed by County's courts prior to March 5, 2025, shall continue to be handled by the Attorney and shall be included in the services for which compensation is made under this contract. Subject to appointment by the Court in such cases, Attorney agrees to take over the public defender caseload to which Jude Koenig was appointed by the County's Courts prior to the effective date of this contract.

6. **Compensation:** The Attorney shall be compensated monthly on the first day of each month following the month when services are rendered, based on a rate of $9,597.88 per month as the total compensation due Attorney under the contract. Compensation shall increase 1.5% each year thereafter. Except as set forth below, this monthly compensation is the total compensation due Attorney under the contract.

(a) Long Trials: For any trial exceeding five days, the Attorney shall be paid at the rate of $57.50 per hour for all work after the fifth day.

(b) Complex Pretrial Preparation: For cases involving extraordinarily complex pretrial preparation, in excess of 20 hours, the Attorney may be entitled to additional compensation at the rate of $57.50 per hour upon approval by the court. The Attorney shall be responsible for making and preserving records justifying the amount of additional compensation.

(c) Cases Transferred to Plumas County: The Attorney shall not be required to accept appointment to cases which have been transferred by another jurisdiction for trial in Plumas County, but the Attorney may accept such cases and be paid by the transferring court by agreement pursuant to Penal Code §987.2.

7. **Expenses of County:** The County shall pay for all services of a court reporter when such services are required by law. Subject to court approval, the County shall also pay all witness fees, including expert witnesses, laboratory services and forensic services. The costs of investigative personnel in non-routine cases, where there is prior court authorization, shall be paid by the County. Appointment of counsel other than the Attorney shall be an expense of the County when:

(a) The court finds that a case is so complex that it requires legal specialization the Attorney does not possess.

(b) The court finds a conflict of interest in appointing the Attorney.

(c) The court transfers venue outside of the County.

(d) The court substitutes another attorney to resolve a scheduling conflict in or between the courts.

8. **Private Practice:** The Attorney shall be permitted to engage in private practice to the extent that there is not substantial interference with performance of this contract. The Attorney shall be prohibited from privately representing any person who has previously appeared unrepresented in court on the same matter, who requested a court-appointed attorney, and the Attorney declined to be appointed to the case.

9. **Client Reimbursement of County:** In relation to proceedings by the courts to obligate clients of court-appointed attorneys to reimburse some or all of the County's costs for provision of legal service, the Attorney shall:

(a) Comply with California Government Code section 27707; and,

(d) Advise the Court, in general, about how to raise the level of client reimbursements for public defender services.

10. **Independent Contractor:** The Attorney's relationship to the County is one of independent contractor and not employment. Attorney represents and warrants that Attorney is engaged in a profession described by California Labor Code section 2783 as a lawyer holding an active license from the State of California. Attorney represents and warrants that Attorney maintains a separate business location and has all required business licenses and tax registration, if any, in order to perform services under this Agreement. Attorney shall have the right to set his/her/its own hours and location of work, consistent with the nature of the services provided under this Agreement. Attorney shall determine the method, means and manner of performance of, but not limited to, such matters as outlined in this contract without restriction by County. County is interested only in the results to be achieved from Attorney's performance of the services. Attorney shall provide his/her/its own resources and equipment and direct their operation in all respects when necessary to perform these services. Notwithstanding this Agreement, Attorney shall have the right to provide the same or similar services to entities other than County without restriction and holds themselves out as available to perform the same type of work. County shall have no authority, control, or liability regarding Attorney's performance or activities, before or after each instance, that Attorney may perform under this Agreement. Attorney will at all times indemnify and hold County, and their respective agents, contractors and employees harmless from any and all claims, damages, liabilities and costs (including attorneys' fees) arising out of any material breach by Attorney of any representation, warrant or agreement made by Attorney hereunder or arising out of Attorney's services.

11. **Insurance:** The Attorney shall be responsible at all times, during the term of this contract, for having professional malpractice insurance in an amount of at least $100,000 per claim and $300,000 for all claims made on an annual basis. If County requires higher coverage, County

shall reimburse the Attorney for the additional cost. If legal developments in California reduce immunity from malpractice, and malpractice insurance costs for criminal work increase substantially, the Attorney may notify the County Administrator to open the contract to discuss an increase in compensation only to cover those cost increases.

12. **Termination of Contract:** Upon termination of this contract, the Attorney shall request the court to be relieved of pending cases except those set for trial. If the court denies a request, the Attorney shall be entitled to reasonable compensation for his or her services in that case, as determined by the court.

Either party may terminate this contract before its stated expiration after first serving on the other party notice of intent to terminate, at least sixty days prior to the date the termination will take effect; provided, that the County shall terminate only for good cause and shall offer an opportunity for a hearing on that issue before the Board of Supervisors or a Board-assigned hearing officer whose determination shall be final. Provided, however, that County shall terminate this contract if it is determined by the Superior Court that Attorney is not properly performing Attorney's duties hereunder, and County may terminate this contract immediately should the Plumas County Board of Supervisors fail to appropriate sufficient funds for this contract.

ATTORNEY
State of California

By Allyssa Thompson
Allysa Thompson, Esq.
Dated: 1/24/25

Alyssa

COUNTY OF PLUMAS

By_____
Kevin Goss, Chair
Board of Supervisors
Dated: _____

ATTEST:

By:_____
Allen Hiskey, Clerk of the Board

Attorney's Initials

County Initials ____

The Plumas County Superior Court has determined that the attorney listed above possesses the requisite ability to represent adequately indigent persons in the above-described matters before the Court. The Court has further determined that the compensation provided for herein constitutes reasonable compensation for assigned counsel in the above-described indigent cases. The judicial act of assigning counsel with knowledge of this contract shall constitute judicial approval and ratification of such reasonable compensation under the circumstances.

PLUMAS COUNTY SUPERIOR COURT
By Hon. Douglas Prouty, Presiding Judge

Dated: 1/27/25

Attorney's Initials

County Initials ____

ALYSSA THOMPSON
ALYSSA L. THOMPSON
PO BOX 3002
QUINCY, CA 95971

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LAWYERS' MUTUAL
INSURANCE COMPANY

PROFESSIONAL LIABILITY POLICY
THE DECLARATIONS

ATTACHING TO AND FORMING PART OF **POLICY NO.**: **035839-ST-002**

1. **NAMED INSURED AND ADDRESS**:
   ALYSSA L. THOMPSON
   ATTORNEY AT LAW
   INDIVIDUAL
   PO BOX 3002
   QUINCY, CA 95971

2. **LAWYERS WHO ARE PARTNERS OF, STOCKHOLDERS IN, OR EMPLOYEES OF THE NAMED INSURED:**
   SEE Prior Acts Inclusion Endorsement Attached

3. **PREDECESSOR FIRM:**
   NONE

4. **DATE AMENDED:** **01-13-2025**
   12:01 a.m. PDT

5. **EXPIRATION DATE OF THIS POLICY:** **05-06-2025**
   12:01 a.m. PDT

6. **ADDITIONAL PREMIUM:** **$0**

7. **LIMITS OF LIABILITY:**

LIMIT OF LIABILITY EACH CLAIM:	$100,000
LIMIT OF LIABILITY POLICY AGGREGATE:	$300,000
DEDUCTIBLE (CLAIMS EXPENSE & DAMAGES):	$5,000

-See Policy Provisions for Full Description-

8. **FORMS AND ENDORSEMENTS FORMING A PART OF THIS POLICY:**
   UNIVERSAL POLICY - 4.1.2023; PAIE; TRIA-2002; CYBER

THESE DECLARATIONS, UNIVERSAL POLICY - 4.1.2023 AND ENDORSEMENTS AS LISTED IN ITEM 8 ABOVE, CONSTITUTE THIS POLICY, NUMBERED ABOVE.

DATE OF TRANSACTION: 01-13-2025

By: _____
Lawyers' Mutual Insurance Company

TEL: 818-565-5512 FAX: 818-565-5516 3110 West Empire Avenue, Burbank, CA 91504 lawyersmutual.com

January 13, 2025

Alyssa Thompson
PO Box 3002
Quincy, CA 95971

Policyholder: Alyssa L. Thompson
Policy No.: 035839-ST-002
Client No.: 204364
Expiration Date: May 06, 2025

Dear Ms. Thompson,

Per your request, enclosed you will find your Amended Declarations reflecting the following:

- The change of your firm address to PO Box 3002, Quincy, CA 95971.

Please attach this to your current policy so that you may have a complete record of coverage.

We appreciate the opportunity to be of service. Should you have any questions or comments, please contact this office at 800-252-2045.

Sincerely,

Maria Villa
Underwriting Assistant
License No. 998877

Enclosure(s)

PLUMAS COUNTY
BOARD OF SUPERVISORS
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Allen Hiskey, Clerk of the Board**
MEETING DATE:	**February 4, 2025**
SUBJECT:	**Notice of Vacancy: This is to announce that a vacancy has occurred on the Plumas County Planning Commission representing District 4. If any member of the public is interested in serving on a county board, commission or committee (BCC), please contact the Office of the Clerk of the Board at 530-283-6170 or email: pcbs@countyofplumas.com**

Recommendation:

Notice of Vacancy: This is to announce that a vacancy has occurred on the Plumas County Planning Commission representing District 4. If any member of the public is interested in serving on a county board, commission or committee (BCC), please contact the Office of the Clerk of the Board at 530-283-6170 or email: pcbs@countyofplumas.com

Background and Discussion:

The Plumas County Planning Commission is comprised of five citizens appointed by the Supervisors of their district to represent five geographic areas withing Plumas County. The Board of Supervisors appointed the Commission to provide periodic review and recommendations on the County's General Plan and any specific plans in the County, zoning ordinance preparation and updates, and initiation of amendments to boundaries of zones pursuant to Section 9-2.902 of the Plumas County Code. The Plumas County Planning Department provides professional and support services to the Commission. **MADDY ACT:** In compliance with the requirements of the Maddy Act, Government Code §54970.

Action:

Notice of Vacancy: This is to announce that a vacancy has occurred on the Plumas County Planning Commission representing District 4. If any member of the public is interested in serving on a county board, commission or committee (BCC), please contact the Office of the Clerk of the Board at 530-283-6170 or email: pcbs@countyofplumas.com

Fiscal Impact:

No General Fund Impact.

Attachments:

1. Notice of Vacancy PCPC District 4

NOTICE OF VACANCY

THIS IS TO ANNOUNCE THAT VACANCY (OR VACANCIES) HAS OCCURRED ON THE

PLUMAS COUNTY PLANNING COMMISSION
DISTRICT 4

In Plumas County, citizen participation in local government is essential. Local government is the form of government closest to us in our everyday lives, and the one we are most able to influence. Advisory bodies play a very important role in county government.

If you are interested in serving on a county, board, commission or committee (BCC), please contact the Office of the Clerk of the Board. Please be prepared to provide a letter of interest and/or required application. Certain members must file financial disclosure statements upon appointment, or annually thereafter.

MADDY ACT:
In compliance with the requirements of the Maddy Act, Government Code §54970.

Plumas County Board of Supervisors
Plumas County Courthouse
520 Main Street, Room 309
Quincy, CA 95971

Telephone: (530) 283-6170

PLUMAS COUNTY PLANNING COMMISSION
COMMISSIONER AND MEETING INFORMATION

The Plumas County Planning Commission is comprised of five citizens appointed by the Supervisor of their district to represent five geographic areas within Plumas County. The Board of Supervisors appointed the Commission to provide periodic review and recommendations on the County's General Plan and any specific plans in the County, zoning ordinance preparation and updates, and initiation of amendments to boundaries of zones pursuant to Section 9-2.902 of the Plumas County Code. The Plumas County Planning Department provides professional and support services to the Commission.

SUPERVISOR DWIGHT CERESOLA	SUPERVISOR KEVIN GOSS	SUPERVISOR TOM MCGOWAN	SUPERVISOR MIMI HALL	SUPERVISOR JEFF ENGEL
DISTRICT 1	**DISTRICT 2**	**DISTRICT 3**	**DISTRICT 4**	**DISTRICT 5**
CHRIS SPENCER	**MOOREA HOFFMAN STOUT**	**JACK MONTGOMERY**	**VACANT**	**CHAIR HARVEY WEST**
PLANCOM1@COUNTYOFPLUMAS.COM	PLANCOM2@COUNTYOFPLUMAS.COM	PLANCOM3@COUNTYOFPLUMAS.COM	PLANCOM4@COUNTYOFPLUMAS.COM	PLANCOM5@COUNTYOFPLUMAS.COM

Planning Commission Clerk:	Marco Velazquez, Associate Planner Planning Department Plumas County Planning & Building Services 555 Main Street, Quincy, CA 95971 ***Phone:*** (530) 283-7020 / ***Fax:*** (530) 283-6134 ***Email:*** marcovelazquez@countyofplumas.com

Meeting Information:

The Planning Commission meets on the **first** and **third Thursdays** of each month unless budget constraints or lack of agenda items require that a lesser number of meetings be held, or if special meetings require a greater number of meetings be held.

Planning Commission agendas are posted at least three (3) working days prior to Planning Commission meetings at the following locations: **Planning & Building Services bulletin board**, 555 Main Street, Quincy; and the **County of Plumas website (https://www.plumascounty.us/134/Planning-Commission)**.

Minutes of all public meetings will be kept and made part of the permanent public record. Minutes will be considered for approval at the next regularly scheduled meeting and upon approval will become part of the official record of the Commission. Approved minutes are posted on the **County of Plumas website (https://www.plumascounty.us/134/Planning-Commission)**.

Members of the public who are disabled or require special assistance or accommodations at the meeting are requested to notify the Plumas County Office for Accessibility by phoning (530) 283-7011 at least seventy-two hours in advance of the meeting to ensure availability.

Location of Meetings: ***(unless otherwise noted)***	**Plumas County Courthouse Building Board of Supervisors Chambers, Room 308 520 Main Street, Quincy**
Time of Meetings:	**10:00AM**

Updated January 16, 2025

PLUMAS COUNTY
CLERK OF THE BOARD OF SUPERVISORS
MEMORANDUM

TO:	**Honorable Chair and Board of Supervisors**
FROM:	**Allen Hiskey, Clerk of the Board**
MEETING DATE:	**February 4, 2025**
SUBJECT:	**Appoint Jim Roberti to the Sierra Valley Groundwater Management District Board, for a 4-year term, effective February 4, 2025; discussion and possible action.**

Recommendation:
Appoint Jim Roberti to the Sierra Valley Groundwater Management District Board, for a 4-year term, effective February 4, 2025; discussion and possible action.

Background and Discussion:
Appoint Jim Roberti to the Sierra Valley Groundwater Management District Board, for a 4-year term, effective February 4, 2025; discussion and possible action.

Action:

Appoint Jim Roberti to the Sierra Valley Groundwater Management District Board, for a 4-year term, effective February 4, 2025; discussion and possible action.

Fiscal Impact:

No General Fund Impact, appointment only.

Attachments:
1. SVGMD Roberti, Jim 2025

OFFICE OF THE
BOARD OF SUPERVISORS
COUNTY OF PLUMAS
Plumas County Courthouse
520 Main Street, Room 309
Quincy, California 95971-9115
Phone:(530) 283-6170
pcbs@countyofplumas.com

DWIGHT CERESOLA
DISTRICT 1 SUPERVISOR
KEVIN GOSS
DISTIRCT 2 SUPERVISOR, CHAIR
THOMAS MCGOWAN
DISTRICT 3 SUPERVISOR
MIMI HALL
DISTRICT 4 SUPERVISOR, VICE-CHAIR
JEFF ENGEL
DISTRICT 5 SUPERVISOR

ALLEN HISKEY
CLERK OF THE BOARD

February 4, 2025

Jim Roberti
Sierra Valley Groundwater Management District

Subject: Board of Directors Appointment

The Plumas County Board of Supervisor hereby appoint you to the Sierra Valley Groundwater Management District (SVGMD) Board of Directors for a 4-year term effective February 4, 2025.

The Board of Supervisors thanks you for your continued service as a member of this Board.

Sincerely,

Kevin Goss
Chair, Plumas County Board of Supervisors
District 2

Cc: SVGMD