



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 18, 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.

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=SGISeGpLVG9wQWtRSnNUM25mczlVZz09> 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. 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. 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.

B. PUBLIC WORKS/ROAD

- 1) Approve and authorize Public Works to recruit and fill, funded and allocated, vacant (1) One FTE Deputy Director of Public Works; (No General Fund Impact) road funds.
- 2) Approve and authorize Public Works to recruit and fill, funded and allocated, vacant One (1) FTE PW Equipment Service Worker; (No General Fund Impact) (Road funds).
- 3) Authorization for the Public Works/Road Department to amend the recruitment for an Associate Engineer to read "Assistant Engineer OR Associate Engineer".

- 4) Authorization for the Public Works/Road Department to amend the recruitment for a Principal Transportation Planner to read "Principal Transportation Planner OR Transportation Planner".

C. PUBLIC HEALTH AGENCY

- 1) Adopt **RESOLUTION** to amend Fiscal Year 2024-25 Plumas County Position Allocation for the Public Health Agency, Budget 70560 (Health), 70561 (Health CDC), and 70566 (Health-HPP); (No General Fund Impact) (grants budgeted in 70560,70561,70566); approved as to form by County Counsel.
- 2) Approve and authorize the Public Health Agency to recruit and fill, funded and allocated, vacant 1 FTE Division Director Veterans Services Officer; due to retirement; (No General Fund Impact) (Veterans).

D. FACILITY SERVICES & AIRPORTS

- 1) Approve and authorize Board Chair to waive fees for the Plumas Charter School to use the Courthouse facility for their 2025 prom. General Fund impact would be a loss of revenue for the county in the amount of approximately \$405.

E. BEHAVIORAL HEALTH

- 1) Approve and authorize Chair to sign an agreement between Plumas County Behavioral Health and Partnership Healthplan of California Enhanced Care Management Provider Services; effective upon Board of Supervisors approval; This agreement would allow Behavioral Health to bill Medi-Cal. (No General Fund Impact); approved as to form by County Counsel.

F. BUILDING DEPARTMENT

- 1) Approve and authorize Building Department to recruit and fill, funded and allocated, vacant one (1) FTE Building PlanCheck Inspector due to retirement; (General Fund Impact) as approved in (FY24/25) recommended budget.
- 2) Approve and authorize Building Department to recruit and fill, funded and allocated, vacant one (1) FTE Building Inspector I or II due to resignation; (General Fund Impact) as approved in (FY24/25) recommended budget.

2. SPECIAL DISTRICTS GOVERNED BY BOARD OF SUPERVISORS

The Board of Supervisors sits as the Governing Board for various special districts in Plumas County including Dixie Valley Community Services District; Walker Ranch Community Services District; Plumas County Flood Control and Water Conservation District; Beckwourth County Service Area, Quincy Lighting District; and Crescent Mills Lighting District.

A. Adjourn as the Board of Supervisors

B. CONVENE AS THE PLUMAS COUNTY FLOOD CONTROL & CONSERVATION DISTRICT

- 1) Approve and authorize Chair to sign an agreement between Plumas County Flood Control & Conservation District and Rosedale-Rio Bravo Water Storage District for sale of 2,025 acre-feet of carryover water; effective February 18, 2025; totaling \$374,625; Positive General Fund Impact; approved as to form by County Counsel; discussion and possible action.

C. ADJOURN AS THE PLUMAS COUNTY FLOOD & CONSERVATION DISTRICT

D. RECONVENE AS THE BOARD OF SUPERVISORS

3. DEPARTMENTAL MATTERS

A. PUBLIC WORKS/ROAD - Rob Thorman

- 1) **PUBLIC HEARING 11:00 a.m.** Adopt **RESOLUTION** Establishing an underground utility district in a portion of the community of Chester designating said district an Underground Utility District No. 7; No General Fund Impact; approved as to form by County Counsel; discussion and possible action. **Roll call vote**
- 2) Clarification regarding Green Waste Disposal in Plumas County; discussion and possible direction to staff.

B. PLANNING - Tracey Ferguson

- 1) Approve Grant Agreement for the Plumas County 2021 Dixie Fire Recovery For-Profit Business Economic Development Grant Program and adopt **RESOLUTION** authorizing the County Planning Director to sign the Program Grant Agreements for disbursement of all grant funds; effective date of grant agreements to be determined based on the individual recipient grant agreement execution dates; not to exceed agreement amounts will vary depending on the recipient grant award; No General Fund Impact; approved as to form by County Counsel; discussion and possible action.

C. BUILDING DEPARTMENT - Michael Coelho

- 1) Approve and authorize Chair to ratify and sign an agreement between Plumas County Building and Shums Coda Associates, Inc. to provide plan review of Greenville Rancheria Health Clinic; effective January 28, 2025; not to exceed \$25,000.00; (General Fund Impact) this is an unbudgeted item; approved as to form by County Counsel; discussion and possible action. **Four/Fifths Roll Call Vote**

D. SHERIFF'S OFFICE - Todd Johns

- 1) Approve and authorize Chair to sign an agreement between Plumas County Sheriff's Office and OLB Associates, LLC for the fixed asset purchase of 80 kw Rehlko generator; total not to exceed \$45,000.00; (No General Fund Impact) AB443 funding, (Sheriff) Account #70330, Fund #544130 (Generator); **Pending budget transfer** approval from Auditor from Title III funding Account # 20027, Fund # 0011 to AB443 Account #70330, Fund #544130 upon purchase of fixed asset. Approved as to form by County Counsel; discussion and possible action. **Four/Fifths roll call vote**
- 2) Approve and authorize budget transfer(s) of \$45,000.00 from dept. #70331 (AB443) and account #542200 (Communication Equipment) to dept. #70331 (AB443) account #544130 (Generator) to cover the over-budget costs of the purchase of a 80 kw Rehlko generator; approved by Auditor/Controller. **Four/Fifths roll call vote**

E. PUBLIC HEALTH AGENCY - Nicole Reinert

- 1) Approve and authorize the Public Health Agency to schedule employee #101678 to a four-ten-hour workweek, pursuant to Plumas County Personnel Rule Section 8.05; discussion and possible action.

F. LIBRARY - Dora Mitchell

- 1) Adopt **RESOLUTION** to Authorize the Plumas County Librarian to Execute the Grant Funding Agreement LATL 24-53B; (No General Fund Impact) State Library grant funding; approved as to form by County Counsel; discussion and possible action. **Roll call vote**

G. HUMAN RESOURCES - Joshua Mizrahi

- 1) Adopt **RESOLUTION** amending the Plumas County Assistant Engineer Job Classification in the Public Works Department; (No General Fund Impact); road funds; approved as to form by County Counsel; discussion and possible action. **Roll call vote**

- 2) Adopt **RESOLUTION** to amend Fiscal Year 2024-2025 Plumas County Position Allocation for Public Works Department, Budget Unit #20521; (No General Fund Impact); approved as to form by County Counsel; discussion and possible action. **Roll call vote**
- 3) Adopt **RESOLUTION** adopting new Plumas County Transportation Job Classification in the Public Works Department Base Wage \$31.94/Hour; (No General Fund Impact); road funds approved as to form by County Counsel; discussion and possible action. **Roll call vote**

4. BOARD OF SUPERVISORS

- A. **TIME CERTAIN 10:30 a.m.** Approve and authorize Chair to sign Joint Exercise of Powers Agreement for the purpose of continuing a Regional Emergency Medical Services Agency and providing for the implementation, operation and management of an Emergency Medical Services System in the Counties of Lassen, Modoc, Plumas, Sierra and Trinity Counties State of California; effective March 5, 2025; approved as to form by County Counsel; discussion and possible action.
- B. Approve and authorize Chair to sign a Letter of Support to President Trump regarding Federal action needed to expedite Fire Mitigation on public lands; discussion and possible action.
- C. Approve and authorize Chair to sign a Letter of Support to Governor Newsom regarding action needed to address wildfire threats and California's insurance crisis; discussion and possible action.
- D. Approve and authorize Chair to sign two Letters of Support to Senator Megan Dahle, and Congressman Kevin Kiley requesting advocacy and urgent support of Secure Rural Schools (SRS) funding; discussion and possible action.

E. APPOINTMENTS

- 1) **Notice of Vacancy:** This is to announce that a vacancy has occurred on the Plumas County Fish and Wildlife Commission representing District 4. If any member of the public is interested in serving of 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 Allen Hiskey, Clerk of the Board to the Integrated Solid Waste Management Task Force, effective February 18, 2025; discussion and possible action.

F. CORRESPONDENCE

G. 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. Personnel: Public Employee Performance Evaluation - Public Health Director
- B. Conference with Legal Counsel: Claim against the County filed by Caleb Duerr, received February 6, 2025
- C. 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
- D. Conference with Legal Counsel: Significant exposure to litigation pursuant to Subdivision (d)(2) and (e)(2) of Government Code Section 54956.9 (1 case)
- E. Conference with Legal Counsel: Significant exposure to litigation pursuant to Subdivision (d)(2)(e)(1) of Government Code §54956.9 (1 case)

REPORT OF ACTION IN CLOSED SESSION (IF APPLICABLE)

6. ADJOURNMENT

Adjourned meeting to Tuesday, March 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 18, 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 Agencies submitted their Conflict of Interest Code documentation after the original Resolution 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. Resolution No. 24-8963 (CC) - Resolution approving conflict of interest codes
2. 2024 AMENDMENT RESOL-BOS Approve Spcl Districts Conflict Code

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:

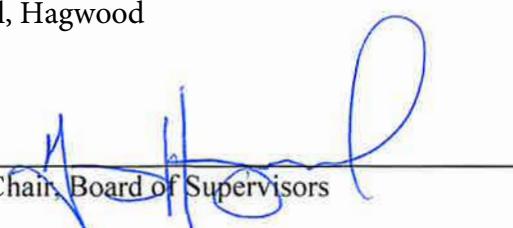
1. The conflict-of-interest codes adopted or amended by local districts and agencies within Plumas County have been reviewed by the Office of County Counsel, acting at the direction of the code reviewing body, and those districts and agencies in compliance are listed on Appendix "A" of the attachment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

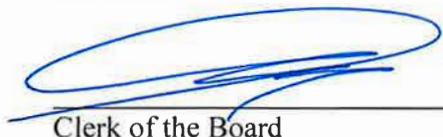
AYES: Supervisors: Ceresola, McGowan, Goss, Engel, Hagwood

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

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 18, 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
Beckwourth Peak Fire Protection 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
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



**PLUMAS COUNTY
PUBLIC WORKS DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors
FROM: Rob Thorman, Director of Public Works
MEETING DATE: February 18, 2025
SUBJECT: Approve and authorize Public Works to recruit and fill, funded and allocated, vacant (1) One FTE Deputy Director of Public Works; (No General Fund Impact) road funds.

Recommendation:

The Director of Public Works respectfully recommends that the Board of Supervisors authorize the Department to fill the vacancy of one (1) FTE Deputy Director of Public Works.

Background and Discussion:

The Deputy Director of Public Works is retiring effective April 19, 2025.

The Department is requesting to fill this position effective that date.

This position is funded and allocated in the proposed FY24/25 budget of the Department of Public Works.

Action:

Approve and authorize Public Works to recruit and fill, funded and allocated, vacant one FTE Deputy Director of Public Works; (No General Fund Impact) road funds.

Fiscal Impact:

No impact to General Fund. Road Department funded.

Attachments:

1. CRITICAL STAFFING QUEST Deputy Director 2-11-25
2. Department Org Chart

QUESTIONS FOR STAFFING CRITICAL POSITIONS WHICH ARE CURRENTLY ALLOCATED.

Public Works Deputy Director

- Is there a legitimate business, statutory or financial justification to fill the position?

Road Maintenance Workers are the workforce for maintenance and construction work on county roads and bridges. Power Equipment Mechanic I/IIs are the workforce for maintaining and repairing County road equipment. The Deputy Director oversees all road maintenance and shop crews.

- Why is it critical that this position be filled at this time?

Public Works has many road and shop employees that require direction in order to properly maintain county roads.

- How long has the position been vacant?

The position is expected to become vacant effective April 19, 2025.

- Can the department use other wages until the next budget cycle?

The department's wage and benefits portion of the 24/25 budget includes funds for this position.

- What are staffing levels at other counties for similar departments and/or positions?

No specific research has been performed for this position. Generally speaking, however, past research tasks have identified Plumas County as being consistent with neighboring Counties.

- What core function will be impacted without filling the position prior to July 1? **N/A**

What negative fiscal impact will the County suffer if the position is not filled prior to July 1? **None**

- A non-general fund department head need to satisfy that he/she has developed a budget reduction plan in the event of the loss of future state, federal or local funding. What impact will this reduction plan have to other County departments? **None**

- Does the department expect other financial expenditures which will impact the general fund and are not budgeted such as audit exceptions? **No**

- Does the budget reduction plan anticipate the elimination of any of the requested positions? **No**

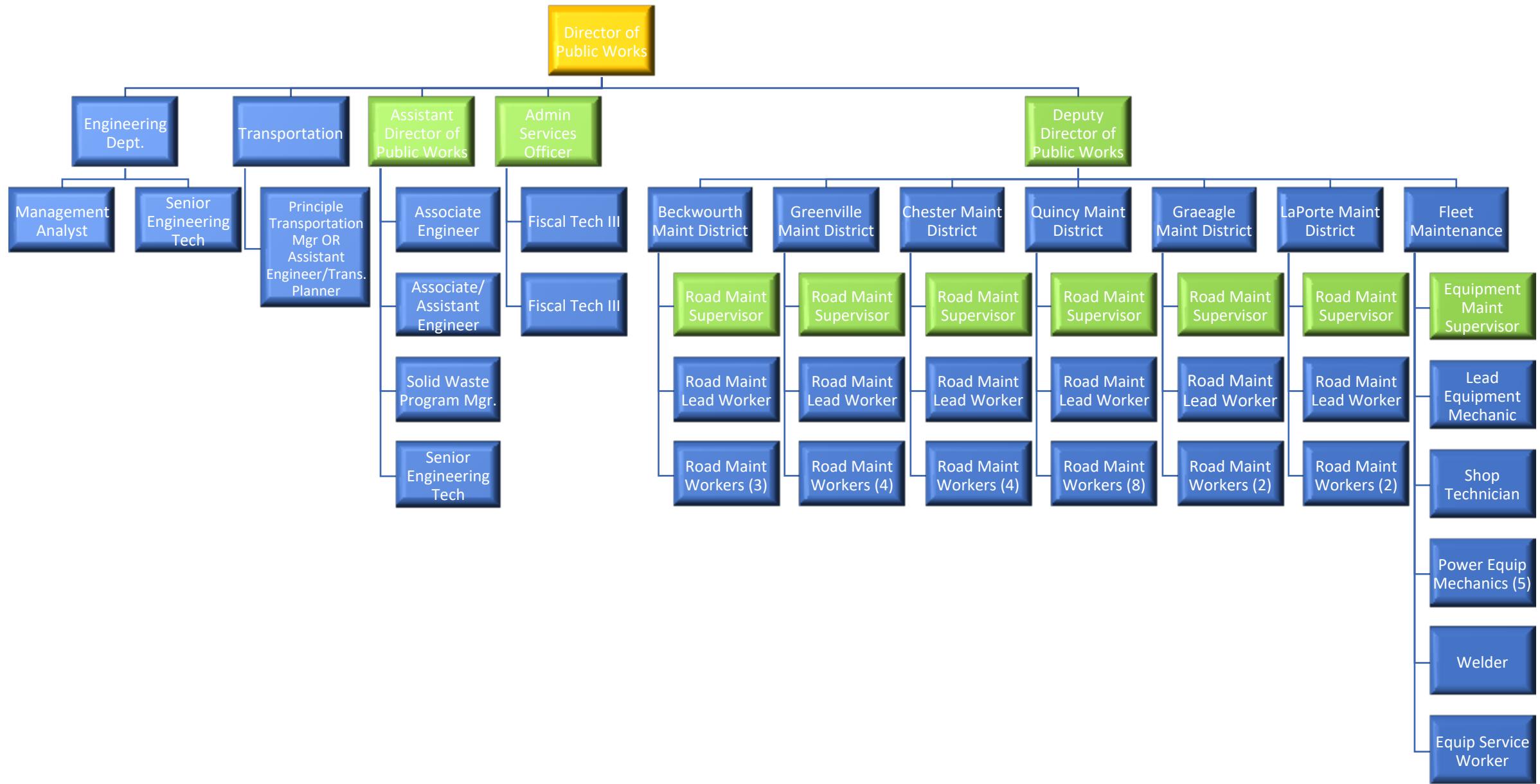
- Departments shall provide an estimate of future general fund support for the next two years and how the immediate filling of this position may impact, positively or negatively, the need for general fund support? **None**

- Does the department have a reserve? **Yes** If yes, provide the activity of the department's reserve account for the last three years?

21/22 \$0

22/23 \$0

23/24 \$0





**PLUMAS COUNTY
PUBLIC WORKS DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Rob Thorman, Director of Public Works

MEETING DATE: February 18, 2025

SUBJECT: Approve and authorize Public Works to recruit and fill, funded and allocated, vacant One (1) FTE PW Equipment Service Worker; (No General Fund Impact) (Road funds).

Recommendation:

The Director of Public Works respectfully recommends that the Board of Supervisors authorize the Department to fill the vacancy of one (1) FTE PW Equipment Service Worker

Background and Discussion:

A vacancy has opened up for a PW Equipment Service Worker due to failure to pass probation.

The Department is requesting to fill this position.

This position is funded and allocated in the proposed FY24/25 budget of the Department of Public Works.

The completed Critical Staffing Questionnaire and Departmental Organizational Chart are attached.

Action:

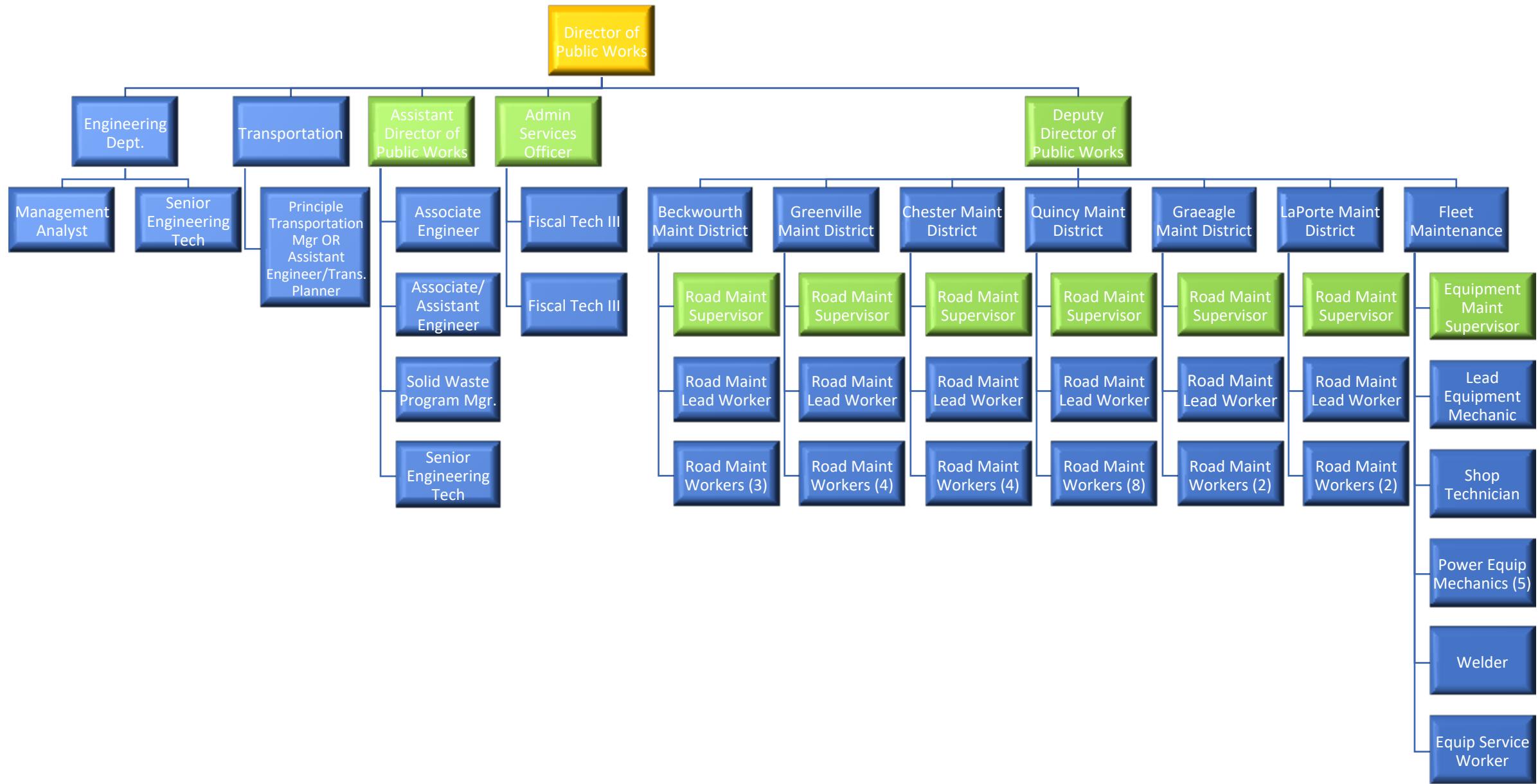
Approve and authorize Public Works to recruit and fill, funded and allocated, vacant One (1) FTE PW Equipment Service Worker; (No General Fund Impact) (Road funds).

Fiscal Impact:

No General Fund impact. Funds budgeted in the FY24/25 Road Fund budget.

Attachments:

1. Department Org Chart
2. CRITICAL STAFFING QUEST Equip Serv Worker 2-10-25



QUESTIONS FOR STAFFING CRITICAL POSITIONS WHICH ARE CURRENTLY ALLOCATED.

Public Works Equipment Service Worker Position Quincy Shop

- Is there a legitimate business, statutory or financial justification to fill the position?

Equipment Service Workers are the workforce for maintaining and repairing County road equipment.

- Why is it critical that this position be filled at this time?

Maintenance Workers are subject to 24 hour “call out” for road related emergencies and snow removal. If the equipment that they use is not serviceable, then they are unable to properly maintain County roads

- How long has the position been vacant?

February 10, 2025

- Can the department use other wages until the next budget cycle?

The department’s wage and benefits portion of the 24/25 budget includes funds for this position.

- What are staffing levels at other counties for similar departments and/or positions?

No specific research has been performed for this position. Generally speaking, however, past research tasks have identified Plumas County as being consistent with neighboring Counties.

- What core function will be impacted without filling the position prior to July 1? **N/A**

What negative fiscal impact will the County suffer if the position is not filled prior to July 1? **None**

- A non-general fund department head need to satisfy that he/she has developed a budget reduction plan in the event of the loss of future state, federal or local funding. What impact will this reduction plan have to other County departments? **None**

- Does the department expect other financial expenditures which will impact the general fund and are not budgeted such as audit exceptions? **No**

- Does the budget reduction plan anticipate the elimination of any of the requested positions? **No**

- Departments shall provide an estimate of future general fund support for the next two years and how the immediate filling of this position may impact, positively or negatively, the need for general fund support? **None**

- Does the department have a reserve? **Yes** If yes, provide the activity of the department’s reserve account for the last three years?

21/22 \$0

22/23 \$0

23/24 \$0



**PLUMAS COUNTY
PUBLIC WORKS DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors
FROM: Rob Thorman, Director of Public Works
MEETING DATE: February 18, 2025
SUBJECT: Authorization for the Public Works/Road Department to amend the recruitment for an Associate Engineer to read "Assistant Engineer OR Associate Engineer".

Recommendation:

The Director of Public Works respectfully recommends that the Board of Supervisors authorize the Department to amend the recruitment for an Associate Engineer to read "Assistant Engineer OR Associate Engineer".

Background and Discussion:

On August 17, 2023, Human Resources opened a recruitment for an Associate Engineer for the Public Works Department.

On February 4, 2025, the Board of Supervisors will be considering a Resolution by Human Resources to update and activate the job description of the Assistant Engineer position.

With the Board's Approval of that Resolution, the Department is requesting to update the recruitment to include both positions since the position is considered a flexibly staffed position.

This position is funded and allocated in the proposed FY24/25 budget of the Department of Public Works.

Action:

Authorization for the Public Works/Road Department to amend the recruitment for an Associate Engineer to read "Assistant Engineer OR Associate Engineer".

Fiscal Impact:

No impact to General Fund. Road budget.

Attachments:

1. CRITICAL STAFFING QUEST Assoc_Asst Eng 1-13-25
2. Department Org Chart
3. PLUMAS PW Assistant Engineer JD revised

QUESTIONS FOR STAFFING CRITICAL POSITIONS WHICH ARE CURRENTLY ALLOCATED.

Public Works Associate Engineer / Assistant Engineer in the Administration Office

- Is there a legitimate business, statutory or financial justification to fill the position?

Associate/Assistant Engineers are the workforce responsible for overseeing road and bridge construction projects.

- Why is it critical that this position be filled at this time?

Public Works has many road and bridge construction projects currently in progress and require the oversight of an Associate Engineer or Assistant Engineer.

- How long has the position been vacant?

1 year, 4 months.

- Can the department use other wages until the next budget cycle?

The department's wage and benefits portion of the 24/25 budget includes funds for this position.

- What are staffing levels at other counties for similar departments and/or positions?

No specific research has been performed for this position. Generally speaking, however, past research tasks have identified Plumas County as being consistent with neighboring Counties.

- What core function will be impacted without filling the position prior to July 1? **N/A**

What negative fiscal impact will the County suffer if the position is not filled prior to July 1? **None**

- A non-general fund department head need to satisfy that he/she has developed a budget reduction plan in the event of the loss of future state, federal or local funding. What impact will this reduction plan have to other County departments? **None**

- Does the department expect other financial expenditures which will impact the general fund and are not budgeted such as audit exceptions? **No**

- Does the budget reduction plan anticipate the elimination of any of the requested positions? **No**

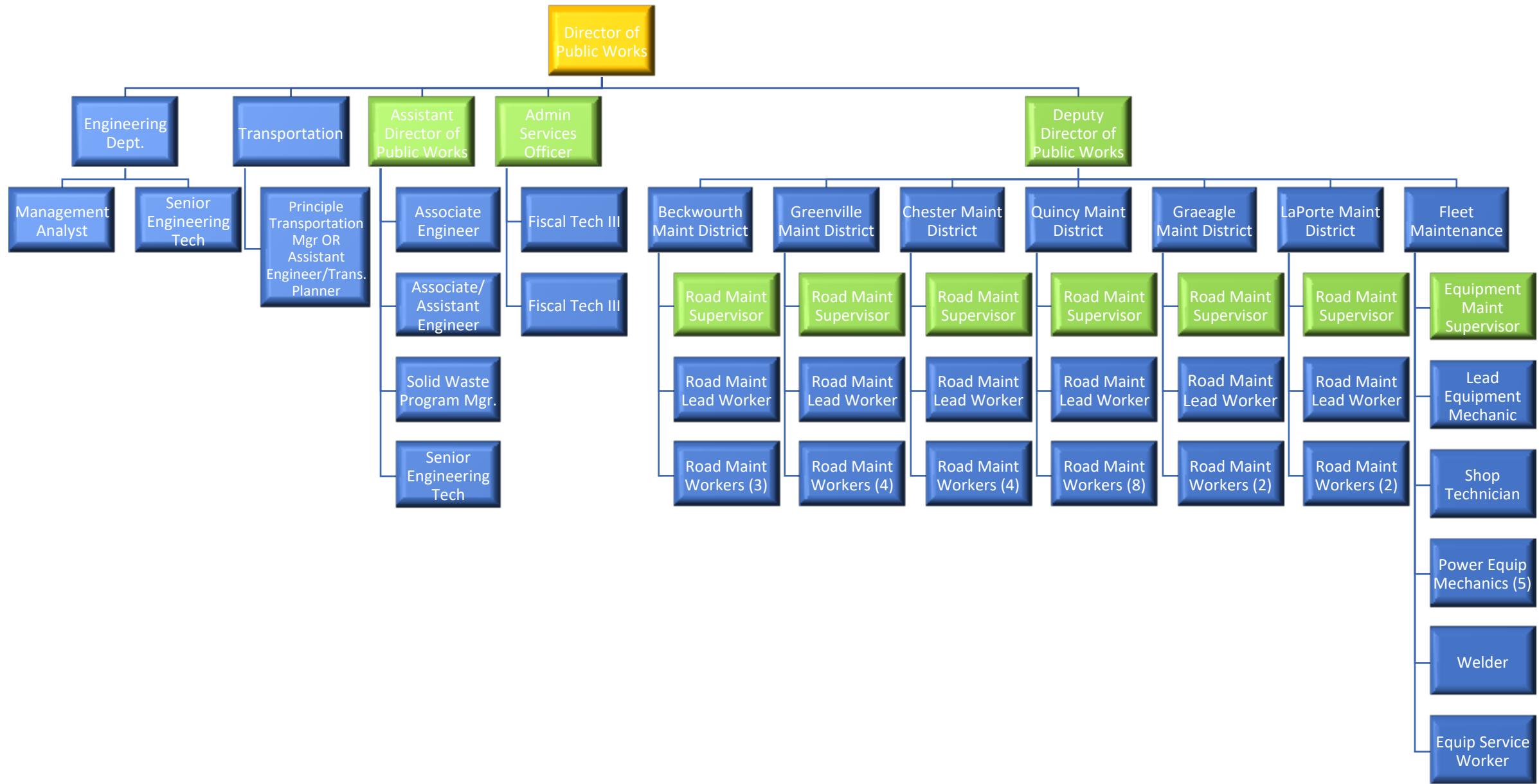
- Departments shall provide an estimate of future general fund support for the next two years and how the immediate filling of this position may impact, positively or negatively, the need for general fund support? **None**

- Does the department have a reserve? **Yes** If yes, provide the activity of the department's reserve account for the last three years?

21/22 \$0

22/23 \$0

23/24 \$0



ASSISTANT ENGINEER

DEFINITION

Under general supervision, performs a variety of professional civil engineering work related to preparing plans, designs, and specifications for public works projects, to inspect construction by others within County Right of Way and administer related Encroachment Permits and coordinate with members of the public, to assist in Civil Engineering field surveys (boundary topographic, construction staking), to coordinate with outside agencies, to prepare a variety of reports and perform related work as required. Employees in this class receive training in the performance of complex tasks. This professional civil engineering work can be in the field and in the office.

DISTINGUISHING CHARACTERISTICS

This is an experienced entry point classification for the performance of a variety of professional engineering assignments. This level is distinguished from the Associate Engineer by the limitation of complex work performed under the oversight of the licensed Associate Engineer. Incumbents at this level should perform work at a level expected of an Engineer-In-Training, and are expected to have the Engineer-in-Training designation within one year of appointment. They may provide lead direction for other technical staff.

REPORTS TO

Assistant Director of Public Works

CLASSIFICATION DIRECTLY SUPERVISED

None

EXAMPLES OF DUTIES

- Performs construction inspection within County Right-of Way and administers Encroachment Permits for same.
- Designs and prepares plans, specifications & estimates for a variety of Public Works projects including roads, bridges, solid waste facilities, drainage facilities etc. and evaluates preliminary and final plans and specifications for a variety of road, bridge, drainage, and related public works projects, requiring professional engineering expertise.

ASSISTANT ENGINEER – 2

EXAMPLES OF DUTIES (Continued)

- Performs a variety of technical drafting work.
- Performs a variety of project development and coordination assignments.
- Performs resident engineering work, including contract administration, inspection, and coordination.
- Ensures that contractors meet proper standards, specifications, cost control, and time requirements.
- Prepares cost estimates, and approves change orders and progress payments.
- Performs materials testing, foundation and hydrology studies.
- Receives and researches a variety of inquiries.
- Collects, organizes, summarizes, and analyzes technical engineering data.
- Prepares grant proposals.
- Assists with the review of environmental impact reports.
- Prepares preliminary reports for tentative subdivision map conditions.
- Performs field and office work in support of boundary, topographic and construction surveys.
- Uses a computer to reduce survey data.
- Prepares earth volume and other calculations.
- Construction contract administration and coordination with other agencies i.e. CALTRANS, FHWA, FISH & GAME, ARMY CORPS OF ENGINEERS, etc; develops data for the acquisition of right-of-way.
- Reviews laboratory analyses and materials reports for compliance.
- Performs traffic studies.
- Develops and proposes solutions to engineering problems.
- Receives applications and reviews, approves, and issues permits, providing a variety of technical engineering advice to the public and other agencies.
- May oversee water quality programs.
- May serve as a member of special committees and task forces.
- May provide some work direction for maintenance and support staff.
- Provides some training for support staff.
- Represents the County Public Works Agency in meetings with contractors, engineers, developers, property owners, attorneys, and representatives of other public agencies.

ASSISTANT ENGINEER – 3

TYPICAL PHYSICAL REQUIREMENTS

Must possess mobility to work in a standard office setting and use standard office equipment, including a computer, to inspect County development sites, including traversing uneven terrain, climbing ladders, stairs, and other temporary or construction access points, to operate a motor vehicle, and to visit various County and meeting sites; vision to read printed materials and a computer screen; and hearing and speech to communicate in person, before groups, and over the telephone. This is primarily a sedentary office classification although standing and walking between work areas and to conduct inspections may be required. Finger dexterity is needed to access, enter, and retrieve data using a computer keyboard or calculator and to operate standard office equipment. Positions in this classification occasionally bend, stoop, kneel, reach, push, and pull drawers open and closed to retrieve and file information. Employees must possess the ability to lift, carry, push, and pull materials and objects weighing up to 30 pounds.

TYPICAL WORKING CONDITIONS

Employees work primarily in an office environment with moderate noise levels, controlled temperature conditions, and no direct exposure to hazardous physical substances. Employees may occasionally work in the field and occasionally be exposed to loud noise levels, cold and hot temperatures, inclement weather conditions, road hazards, vibration, mechanical and/or electrical hazards, and hazardous physical substances, fumes and dust.

Employees may interact with members of the public or with staff under emotionally stressful conditions while interpreting and enforcing departmental policies and procedures.

QUALIFICATIONS

Knowledge of:

- Principles, practices and methods of Civil Engineering as applied to the design, construction and maintenance of roads, airports, solid waste, water quality, and other Public Works facilities.
- Pertinent State, Federal and local laws, regulations, and ordinances related to public works engineering.
- Preparation of designs, plans, and specifications for the development of roads, bridges, drainage, erosion control, and public works facilities.

ASSISTANT ENGINEER – 4

Knowledge of (continued):

- Construction methods, materials, and equipment.
- Proper inspection methods and procedures.
- Computerized drafting methods and systems.
- Principles of project development and coordination.
- Use of computers and computer applications related to engineering work.
- Principles of advanced mathematics and their application to engineering work.
- Practices of researching engineering and design issues, evaluating alternatives, making sound recommendations, and preparing and presenting effective staff reports.
- Safety principles and practices pertaining to engineering work.
- Techniques for providing a high level of customer service by effectively dealing with the public, vendors, contractors, and County staff.

Ability to:

- Apply engineering principles and techniques to evaluating and solving simple to difficult civil engineering problems.
- Prepare, understand, and interpret engineering construction plans, specifications, and other contract documents.
- Conduct comprehensive engineering studies and prepare reports with recommendations.
- Assist in, develop, and administer contracts for professional services and construction in a public agency setting.
- Design engineering projects.
- Read and understand technical drawings and specifications.
- Perform mathematical and engineering computations with precision.
- Make sound, independent decisions within established policy and procedural guidelines.
- Organize and prioritize a variety of projects and multiple tasks in an effective and timely manner; organize own work, set priorities, and meet critical time deadlines.
- Operate modern office equipment including computer and drafting equipment and specialized software applications programs.
- Use English effectively to communicate in person, by telephone, and in writing.

ASSISTANT ENGINEER – 5

Ability to (continued):

- Make engineering design computations and check, design, and prepare engineering plans and studies.
- Prepare accurate engineering calculations, quantities of work items and associated cost estimates.
- Deal tactfully and effectively with the public, County staff, other agencies, engineering firms, contractors, developers, manufacturers and others.
- Establish, maintain, and foster positive and effective working relationships with those contacted in the course of work.
- Coordinate and direct construction contractors while inspecting work within County Right of Way to obtain approved work standards.
- Knowledge of safe traffic control measures within road construction work zone.
- Utilize Auto-Cad and other software for preparation of plans, specifications and
- Work with public agencies, other agencies, community groups.
- Prepare plans, designs, and specifications for public works facility development, construction, and maintenance projects.
- Perform comprehensive engineering reviews of designs, plans, and specifications prepared by others.
- Develop and coordinate assigned projects.
- Analyze and evaluate engineering and statistical data and information, developing sound recommendations.
- Develop accurate records, sketches, and notes.
- Perform drafting work.
- Perform construction and project administration, ensuring compliance with contracts, plans, and specifications.
- Operate a computer and use appropriate software in the performance of public works engineering responsibilities.
- Effectively represent the County Public Works Department with the public and other government agencies.
- Establish and maintain cooperative working relationships.

Commented [SJ1]: This section is incomplete.

ASSISTANT ENGINEER – 6

EDUCATION AND EXPERIENCE

Any combination of training and experience that would provide the required knowledge, skills, and abilities is qualifying. A typical way to obtain the required qualifications is:

Equivalent to graduation from an accredited four-year college or university with major coursework in civil engineering or a related engineering field.

AND

Two (2) years of increasingly responsible, full time, Civil Engineering experience in planning development, construction and maintenance of public works facilities.

Licenses and Certifications:

Possession of an Engineer in Training (EIT) certificate at time of hire is highly desired, and required within one year of hire. Obtaining an EIT certificate within one year of hire is a requirement of this position, and employees who fail to do so are subject to demotion or termination.

Commented [SJ2]: This is language that is used in other positions. Would you like to add it?

Special Requirements:

Possession of a current and valid California Driver's License issued by the California Department of Motor Vehicles.

All County of Plumas employees are designated Disaster Service Workers through State law (California Government Code Section 3100-3109). Employment with Plumas County requires the affirmation by loyalty oath to this effect. Employees are required to complete all Disaster Service Work related training as assigned, and to return to work as ordered in the event of an emergency.



**PLUMAS COUNTY
PUBLIC WORKS DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors
FROM: Rob Thorman, Director of Public Works
MEETING DATE: February 18, 2025
SUBJECT: Authorization for the Public Works/Road Department to amend the recruitment for a Principal Transportation Planner to read "Principal Transportation Planner OR Transportation Planner".

Recommendation:

Authorization for the Public Works/Road Department to amend the recruitment for a Principal Transportation Planner to read "Principal Transportation Planner OR Transportation Planner".

Background and Discussion:

On September 3, 2024, Human Resources opened a recruitment for a Principal Transportation Planner for the Public Works Department.

On January 21, 2025, the Board of Supervisors will be considering a Resolution by Human Resources to update and activate the job description of a Transportation Planner.

With the Board's Approval of that Resolution, the Department is requesting to update the recruitment to include both positions since the position is considered a flexibly staffed position.

This position is funded and allocated in the proposed FY24/25 budget of the Department of Public Works.

The completed Critical Staffing Questionnaire, updated job description, and Departmental Organizational Chart are attached.

Action:

Authorization for the Public Works/Road Department to amend the recruitment for a Principal Transportation Planner to read "Principal Transportation Planner OR Transportation Planner".

Fiscal Impact:

No General Fund Impact, Road Funds

Attachments:

1. PLUMAS PW Assistant Engineer Transportation Planner JD revised (1)
2. Department Org Chart (1)
3. CRITICAL STAFFING REQUEST Principal Transportation Planner OR Transp Planner

TRANSPORTATION PLANNER

DEFINITION

Under general supervision, performs a variety of professional and technical planning assignments, including to coordinate and conduct transportation planning and programming activities associated with the administration of programs under the Plumas County Transportation Commission. Assist in guiding and development of the Regional Transportation Plan, Bicycle Transportation Plan, Regional Transportation Improvement Program, adherence to guidelines of the Transportation Development Act, transit planning, project monitoring for State Transportation Improvement Program, overall work program and Public Works projects as required. This professional planning work can be in the field and in the office.

DISTINGUISHING CHARACTERISTICS

This position is a collaborator with the Engineering Division of the Public Works department. It is distinguished from the Assistant Engineer by the need for education and experience in the field of planning. Incumbents at this level perform moderately complex transportation planning work and transit management projects. Understanding of engineering concepts are required at the level of two years of engineering studies at the university level.

REPORTS TO

Assistant Director of Public Works

CLASSIFICATION DIRECTLY SUPERVISED

None

EXAMPLES OF DUTIES

- Manages the County's transit operations contract including payments, tracking of performance standards, fleet maintenance, and compliance with the requirements of the Transportation Development Act.
- At the direction of the Commission, plans, organizes, coordinates, and directs, the work of the Commission.
- At the direction of the Commission, develops and implements the Commission goals, objectives, policies, procedures, and work standards.

TRANSPORTATION PLANNER – 2

EXAMPLES OF DUTIES (Continued)

- Assists in preparation of Project Study Reports (scope of work, justification, cost estimates, schedules, etc.) for projects within State Transportation Improvement Program.
- Coordinates the preparation of a wide variety of reports or presentations to the Commission or other governing bodies.
- Performs other related duties and responsibilities as directed by the Commission.
- Reviews environmental documents of local, state, and federal agencies. Prepares inventories and analyses of existing and future environmental conditions.
- Researches, reviews, and analyzes information and data for the preparation of transportation and land use planning reports for both current and long-range issues.
- Administers and processes transportation Right of Way documentation.
- Administers Public Works transportation construction contracts.
- Coordinates and facilitates transit and transportation planning activities with City of Portola.
- Creates agendas, public hearing notices, and resolutions for PCTC.
- Participates in basic to complex transportation plans, programs, projects, and studies.
- Prepares grant applications for funds available under various state and federal programs.
- Manages and prepares all reporting for ongoing and awarded grant programs.
- Prepares requests for proposals and manages awarded consultant contracts.
- Assists in the preparation of the Overall Work Program, Regional Transportation Plan, Regional Transportation Improvement Program, and other required plans or studies.
- Ensures compliance with the California Environmental Quality Act (CEQA) and the National Environmental Policy Act (NEPA) and related environmental mandates.
- Researches, collects, records, analyzes, interprets, and summarizes statistical and demographic information; prepares spreadsheets and maintains databases; including Geographic Information System (GIS) data.
- Attends meetings, conferences, workshops, and training sessions and reviews publications and audio-visual materials to become and remain current on principles, practices, and new developments in assigned work areas.
- Communicates and coordinates regularly with appropriate others to maximize the effectiveness and efficiency of interdepartmental operations and activities.
- Assists in development of transportation grant proposals.

TRANSPORTATION PLANNER – 3

EXAMPLES OF DUTIES (continued):

- Prepares and implements the Plumas County Transportation Commission's Overall Work Program and associated amendments.
- Prepares various transportation planning documents and amendments. Examples include but are not limited to The Regional Transportation Plan, The Plumas County Short Range Transit Plan, Non- Motorized Transportation Plan, Plumas County Transportation Commission Policy and Procedures Manual, and other projects as needed.
- Prepares and implements professional service agreements/contracts for various consultant services for transportation and road improvement projects.
- Coordinates with other agencies and prepares Board of Supervisors agenda items.
- Incorporates mitigations and comments into staff reports.
- Assists in recommending, developing, and implementing goals, objectives, and policies.
- Provides input to the Director of Public Works in the development and revision of County ordinances.
- Represents the Director of Public Works to special County committees, task forces, groups, and organizations as directed.
- Maintains open communication with Director of Public Works to ensure he/she is up to date on all matters.
- Performs special assignments, projects, and other tasks as assigned by the Director of Public Works and the Transportation Commission. Performs a variety of technical drafting work.
- Performs other related duties as assigned.

TYPICAL PHYSICAL REQUIREMENTS

Must possess mobility to work in a standard office setting and use standard office equipment, including a computer, to inspect County transportation and development sites, including traversing uneven terrain, climbing ladders, stairs, and other temporary or construction access points, to operate a motor vehicle, and to visit various County and meeting sites; vision to read printed materials and a computer screen; and hearing and speech to communicate in person, before groups, and over the telephone. This is primarily a sedentary office classification although standing and walking between work areas and to conduct inspections may be required. Finger dexterity is needed use a computer keyboard and to operate standard office equipment. Positions in this classification occasionally bend, stoop, kneel, reach, push, and pull drawers open and closed to retrieve and file information. Employees must possess the ability to lift, carry, push, and pull materials and objects weighing up to 30 pounds.

TRANSPORTATION PLANNER – 4

TYPICAL WORKING CONDITIONS

Employees work primarily in an office environment with moderate noise levels, controlled temperature conditions, and no direct exposure to hazardous physical substances. Employees may work in the field and occasionally be exposed to loud noise levels, cold and hot temperatures, inclement weather conditions, road hazards, vibration, mechanical and/or electrical hazards, and hazardous physical substances, fumes and dust.

Employees may interact with members of the public or with staff under emotionally stressful conditions while interpreting and enforcing departmental policies and procedures.

QUALIFICATIONS

Knowledge of:

- Pertinent federal, state and County laws, codes and regulations such as CEQA and NEPA.
- Principles, practices, and funding sources for transportation planning and transit.
- Basic principles and practices of program management.
- Current and ongoing developments, legislation, literature, and sources of information related to the operations of a Regional Transportation Planning Agency and transit service.
- Basic transportation planning and transit principles, concepts, standards and practices.
- Principles and practices of record-keeping.
- Basic principles of business letter writing, technical report preparation, development of presentations; English usage, spelling, grammar and punctuation.
- Modern office procedures, methods, technology, and applications related to work.
- Basic mathematical principles.
- Methods and techniques of effective technical report preparation and presentation.
- Applicable Federal, State, County, Department, and Division laws, regulations, codes, policies and procedures.
- Principles and practices of budget development and administration.
- Funding sources impacting transportation-related programs and transit service development.
- Management of public transit operations through a 3rd party operator.

- Development of transit reports required by Caltrans.

TRANSPORTATION PLANNER – 5

Knowledge of (continued):

- Acquisition of management of transit fleet and associated reporting.
- Management of consultant in the preparation of the Plumas County Regional Transportation Plan.
- Principles and practices of contract administration and evaluation.
- Local, regional, state, and federal laws, ordinances, and policies governing transportation issues.
- Meeting noticing and agenda-setting requirements for public meetings, as required.
- General principles and techniques of research and statistical analysis.
- State and federal laws and regulations relating to road and bridge maintenance and construction and other functional areas under the jurisdiction of the Public Works Department and other laws pertaining to environmental regulations.
- Purposes and procedures of public planning and resources agencies, boards, and governing bodies.
- Graphic illustration and presentation, mapping methods and techniques.
- Contract preparation and administration.
- Techniques for providing a high level of customer service by effectively dealing with the public, vendors, contractors, and County staff.

Ability to:

- Understand and apply pertinent laws, policies, rules and regulations.
- Analyze, interpret, summarize, and present technical information and data in an effective manner.
- Organize, direct and implement transportation and transit planning programs.
- Prepare and administer a budget.
- Performs technical writing and organization assignments and develop presentations.
- Interpret, apply, explain, and ensure compliance with federal, state, and local laws, codes, and regulations in conformance with PCTC policies.
- Determine work priorities and effectively coordinate with federal, state, and local agencies.
- Make accurate arithmetic, financial, and statistical computations.
- Establish and maintain cooperative working relationships with those contacted during the course of work.

- Communicate clearly and concisely, both orally and in writing.

TRANSPORTATION PLANNER – 6

Ability to (continued):

- Effectively represent PCTC in meetings with governmental agencies, community groups, and various businesses, professional, and regulatory organizations, and in meetings with the public.
- Organize and prioritize a variety of projects and multiple tasks in an effective and timely manner; organize own work, set priorities, and meet critical time deadlines.
- Use tact, initiative, prudence, and independent judgement with general policy, procedural, and legal guidelines.
- Provide effective customer service and show respect to all members of the public.
- Plan, organize, administer, and coordinate a variety of large and complex transportation-related services, projects, and programs.
- Prepare clear and concise reports, correspondence, and other written materials.
- Establish and maintain cooperative working relationships with the Commission, and a variety of citizens, public and private organizations, boards and commissions, and commission staff.
- Understand and integrate a variety of transportation-related programs.
- Make effective public presentations.
- Represent the Commission effectively in contacts with elected and other officials, representatives of other agencies, and the public, occasionally in situations where relations may be difficult or strained.
- Establish and maintain cooperative working relationships.

EDUCATION AND EXPERIENCE

Any combination of training and experience that would provide the required knowledge, skills, and abilities is qualifying. A typical way to obtain the required qualifications is:

Two (2) years of increasingly responsible, full-time, experience related to land use planning, transportation planning, environmental planning, community planning, transportation/traffic engineering, civil engineering, or a closely related field is desired.

AND

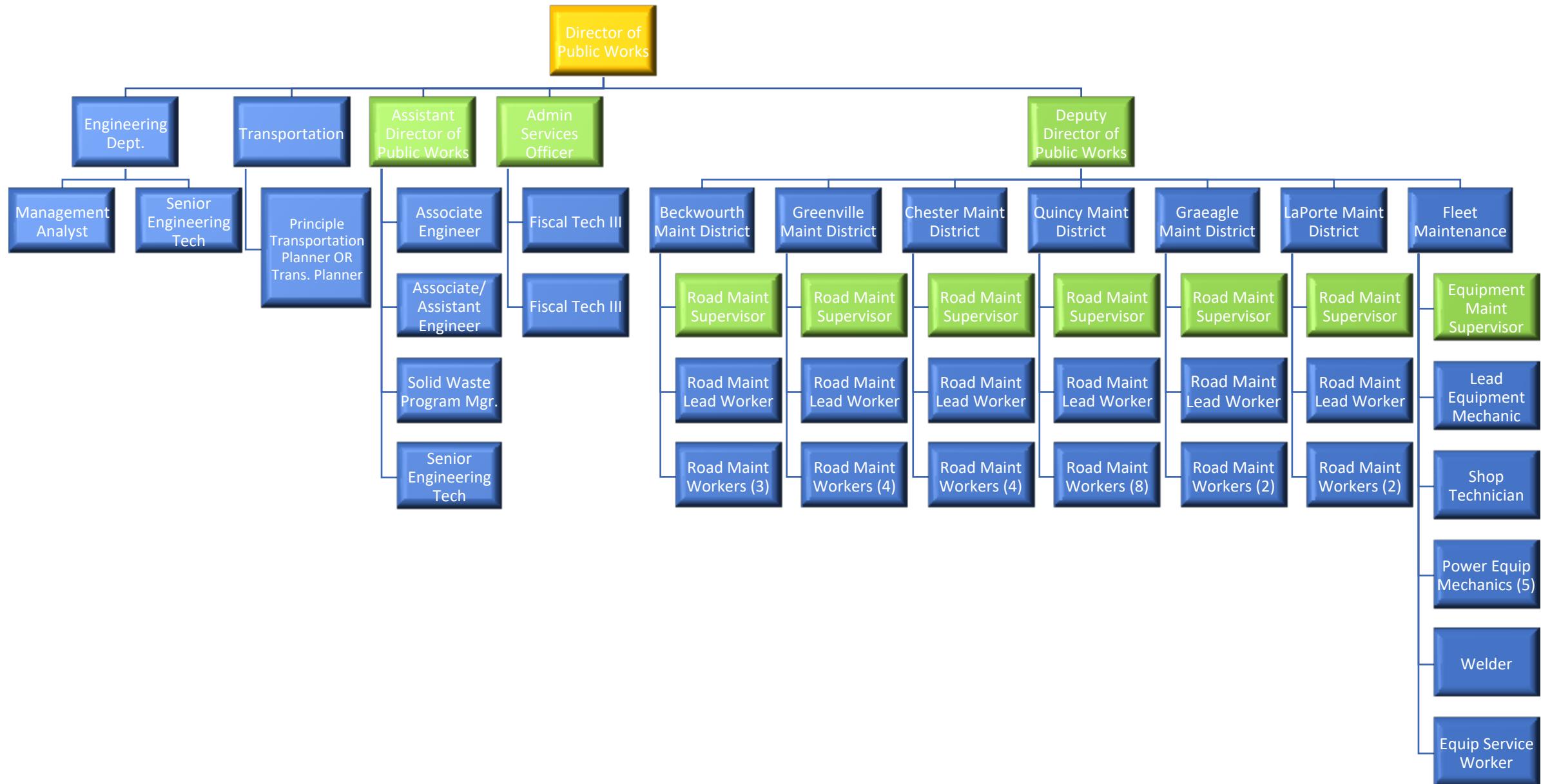
Bachelor's Degree with major work in land use planning, transportation planning, environmental planning, community planning, transportation/traffic engineering, civil engineering, or closely related field is desired.

TRANSPORTATION PLANNER – 7

Special Requirements:

Possession of a current and valid California Driver's License issued by the California Department of Motor Vehicles.

All County of Plumas employees are designated Disaster Service Workers through State law (California Government Code Section 3100-3109). Employment with Plumas County requires the affirmation by loyalty oath to this effect. Employees are required to complete all Disaster Service Work related training as assigned, and to return to work as ordered in the event of an emergency.



QUESTIONS FOR STAFFING CRITICAL POSITIONS WHICH ARE CURRENTLY ALLOCATED.

Principal Transportation Planner OR Transportation Planner

- Is there a legitimate business, statutory or financial justification to fill the position?

This Principal Transportation Planner is critical to the Plumas County Transportation Commission.

- Why is it critical that this position be filled at this time?

This position requires an overlap training period prior to the existing employee retiring.

- How long has the position been vacant?

This position won't be vacant until March 28, 2025.

- Can the department use other wages until the next budget cycle?

The Transportation Commission has sufficient wage and benefits portion of the 24/25 budget includes funds for this position.

- What are staffing levels at other counties for similar departments and/or positions?

No specific research has been performed for this position. Generally speaking, however, past research tasks have identified Plumas County as being consistent with neighboring Counties.

- What core function will be impacted without filling the position prior to July 1? **This position needs to be filled prior to July 1.**

What negative fiscal impact will the County suffer if the position is not filled prior to July 1? **Training with the existing employee will not be possible after March 28, 2025.**

- A non-general fund department head need to satisfy that he/she has developed a budget reduction plan in the event of the loss of future state, federal or local funding. What impact will this reduction plan have to other County departments? **None**

- Does the department expect other financial expenditures which will impact the general fund and are not budgeted such as audit exceptions? **No**

- Does the budget reduction plan anticipate the elimination of any of the requested positions? **No**

- Departments shall provide an estimate of future general fund support for the next two years and how the immediate filling of this position may impact, positively or negatively, the need for general fund support? **None**

- Does the department have a reserve? **Yes** If yes, provide the activity of the department's reserve account for the last three years?

21/22 \$0

22/23 \$0

23/24 \$0



**PLUMAS COUNTY
PUBLIC HEALTH AGENCY
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Nicole Reinert, Director of Public Health

MEETING DATE: February 18, 2025

SUBJECT: Adopt **RESOLUTION** to amend Fiscal Year 2024-25 Plumas County Position Allocation for the Public Health Agency, Budget 70560 (Health), 70561 (Health CDC), and 70566 (Health-HPP); (No General Fund Impact) (grants budgeted in 70560,70561,70566); approved as to form by County Counsel.

Recommendation:

The Director of the Public Health Agency respectfully recommends that the Board of Supervisors approve the resolution to amend Fiscal Year 2024-25 Plumas County Position Allocation for the Public Health Agency, Budget 70560,70561, and 70566.

Background and Discussion:

During the Fiscal Year, needs may arise to amend the position allocation, and these positions are necessary for the Public Health agency's coordination of services throughout the County. This request was brought to the attention of the Interim Human Resources Director, who approved this resolution to amend the 2024-25 Position Allocation as follows:

For 70566, adding a Public Health Program Division Chief FTE .2, increasing the Emergency Preparedness Coordinator from .1 to .4 FTE, decreasing the Director of Nursing FTE from .18 to .1 FTE, and removing the Health Education Coordinator/Health Education Specialist FTE of .4;

For 70561, adding a Public Health Program Division Chief FTE of .1, increasing the Emergency Preparedness Coordinator from .1 to .35, decreasing the Health Education Coordinator/Health Education Specialist from .35 to .2 FTE, and decreasing the Director of Nursing from .18 to .1 FTE;

For 70560, decreasing the FTE of the Emergency Preparedness Coordinator from .8 to .25, decreasing the Public Health Program Division Chief from 1 to .7 FTE, increasing the Director of Nursing from .69 to .8 FTE, and increasing the Health Education Coordinator/Health Education Specialist from 12.025 to 12.575.

Action:

Adopt **RESOLUTION** to amend Fiscal Year 2024-25 Plumas County Position Allocation for the Public Health Agency, Budget 70560 (Health), 70561 (Health CDC), and 70566 (Health-HPP); (No General Fund Impact) (grants budgeted in 70560,70561,70566); approved as to form by County Counsel.

Fiscal Impact:

(No General Fund Impact) (grants budgeted in 70560,70561, 70566)

Attachments:

1. 4696 FINAL

RESOLUTION NO. 2025- _____

RESOLUTION TO AMEND FISCAL YEAR 2024-25 PLUMAS COUNTY POSITION ALLOCATION FOR THE PUBLIC HEALTH AGENCY, BUDGET UNIT 70560, 70561, and 70566.

WHEREAS, Plumas County Personnel Rule 5.01 provides amendments to be made by resolution of the Classification Plan covering all positions in the County service; and

WHEREAS, during the Fiscal Year needs may arise to amend the Position Allocation; and

WHEREAS, these positions are necessary for Public Health's coordination of services throughout the County; and

WHEREAS, this request was brought to the attention of the Human Resources Director who approves of this resolution to amend the 2024-25 Position Allocation as follows: **for 70566**, adding a Public Health Program Division Chief FTE of .2, increasing the Emergency Preparedness Coordinator from .1 to .4 FTE, decreasing the Director of Nursing FTE from .18 to .1 FTE, and removing the Health Education Coordinator/Health Education Specialist FTE of .4; **for 70561**, adding a Public Health Program Division Chief FTE of .1, increasing the Emergency Preparedness Coordinator from .1 to .35, decreasing the Health Education Coordinator/Health Education Specialist from .35 to .2 FTE, and decreasing the Director of Nursing from .18 to .1 FTE; and **for 70560**, decreasing the FTE of the Emergency Preparedness Coordinator from .8 to .25, decreasing the Public Health Program Division Chief from 1 to .7 FTE, increasing the Director of Nursing from .69 to .8 FTE, and increasing the Health Education Coordinator/Health Education Specialist from 12.025 to 12.575.

NOW, THEREFORE BE IT RESOLVED by the Plumas County Board of Supervisors as follows: Approve the amendment to the Position Allocation for Budget Unit 70560, 70561 and 70566 in Fiscal Year 2024-25 to reflect the following:

Budget Unit 70566	Current FTE	Change	New FTE
Emergency Preparedness Coordinator	0.10	+0.3	0.4
Director of Nursing	0.13	-.03	0.1
Public Health Program Division Chief	0.0	+.20	0.2
Health Education Coordinator/Specialist	0.4	-.4	0.0

Budget Unit 70561	Current FTE	Change	New FTE
Emergency Preparedness Coordinator	0.10	+0.25	0.35
Director of Nursing	0.18	-0.08	0.1
Public Health Program Division Chief	0.0	+0.1	0.1
Health Education Coordinator/Specialist	0.35	-0.15	0.2

Budget Unit 70560	Current FTE	Change	New FTE
Emergency Preparedness Coordinator	0.8	-0.55	0.25
Director of Nursing	0.69	+0.11	0.8
Public Health Program Division Chief	1.0	-0.3	0.7
Health Education Coordinator/Specialist	12.025	+0.55	12.575

The foregoing Resolution was duly passed and adopted by the Board of Supervisors of the County of Plumas, State of California, at a regular meeting of said Board on the _____ day of February 2025 by the following vote:

AYES: Supervisors:

NOES: Supervisors:

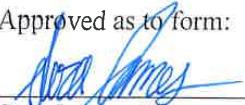
ABSENT: Supervisors:

Chair, Board of Supervisors

ATTEST:

Clerk, Board of Supervisors

Approved as to form:


 Sara James, Attorney
 County Counsel's Office



**PLUMAS COUNTY
PUBLIC HEALTH AGENCY
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Audrey Rice, Management Analyst I

MEETING DATE: February 18, 2025

SUBJECT: **Approve and authorize the Public Health Agency to recruit and fill, funded and allocated, vacant 1 FTE Division Director Veterans Services Officer; due to retirement; (No General Fund Impact) (Veterans).**

Recommendation:

The Director of the Public Health Agency respectfully recommends that the Board of Supervisors authorize the Department to fill the vacancy of one (1) FTE Division Director Veterans Services Officer, due to retirement.

Background and Discussion:

Effective March 31, 2025, the Division Director Veterans Services Officer will be vacant due to retirement. We request to fill this position prior to the Division Director Veterans Services Officer's retirement to cross-train and we would like to begin the application process.

Action:

Approve and authorize the Public Health Agency to recruit and fill, funded and allocated, vacant 1 FTE Division Director Veterans Services Officer; (No General Fund Impact) (Veterans).

Fiscal Impact:

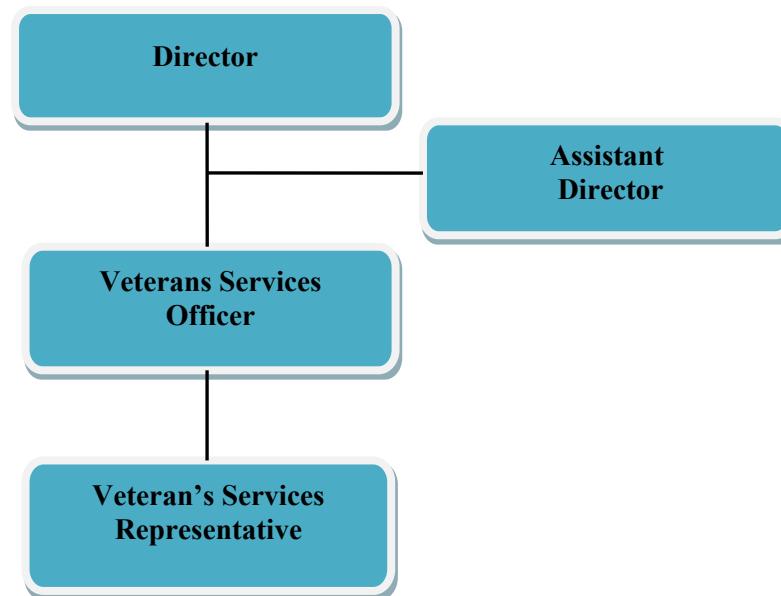
(No General Fund Impact) (Veterans)

Attachments:

1. 5-Veterans Services
2. Critical Staffing Request Division Director Veterans Services Officer
3. Job Description Division Director Veterans Service Officer Final 6 2016

**PLUMAS COUNTY PUBLIC HEALTH AGENCY
VETERANS SERVICES DIVISION**

5



QUESTIONS FOR STAFFING CRITICAL POSITIONS WHICH ARE CURRENTLY ALLOCATED.

Division Director Veterans Services Officer— Public Health Agency

- Is there a legitimate business, statutory or financial justification to fill the position?

The Division Director Veterans Services Officer has the responsibility for the administration and supervision of the Veterans Services Division; to plan, organize, coordinate, and provide a program of Veteran's services and benefits as provided by Federal, State and local agency monies and regulations

- Why is it critical that this position be filled at this time?

The Division Director Veterans Services Officer counsels and advises veterans and dependents on their benefits and oversees and administers the functions of the Veterans Services Division , a division of the County Health Department, and a prolonged vacancy can negatively impact the performance of the Department.

- How long has the position been vacant?

N/A

- Can the department use other wages until the next budget cycle?

The department's wage and benefits portion of the 24/25 budget includes funds for this position.

- What are staffing levels at other counties for similar departments and/or positions?

No specific research has been performed for this position. Generally speaking, however, past research tasks have identified Plumas County as being consistent with neighboring Counties.

- What core function will be impacted without filling the position prior to July 1? **N/A**

- What negative fiscal impact will the County suffer if the position is not filled prior to July 1? **None**

- A non-general fund department head need to satisfy that he/she has developed a budget reduction plan in the event of the loss of future state, federal or local funding. What impact will this reduction plan have to other County departments? **N/A**

- Does the department expect other financial expenditures which will impact the general fund and are not budgeted such as audit exceptions? **No**

- Does the budget reduction plan anticipate the elimination of any of the requested positions? **No**

- Departments shall provide an estimate of future general fund support for the next two years and how the immediate filling of this position may impact, positively or negatively, the need for general fund support? **No change in General Fund support since this is already a budgeted position**

- Does the department have a reserve? If yes, provide the activity of the department's reserve account for the last three years?

FY18/19 = \$582,102

FY19/20 = \$1410,133

FY20/21 = \$1421,255

DIVISION DIRECTOR VETERANS SERVICES OFFICER**DEFINITION**

Under General direction of the Public Health Director, to have responsibility for the administration and supervision of the Veterans Services Division; to plan, organize, coordinate, and provide a program of Veterans' services and benefits as provided by Federal, State and local agency monies and regulations; to counsel and advise veterans and dependents on their benefits; to perform special assignments as directed; to provide administrative support for the Board of Supervisors and the County Administrative Officer; and to do related work as required.

DISTINGUISHING CHARACTERISTICS

This is the first line supervisory level class for overseeing and administers the functions and activities of the Veterans Services Division, a division of the County Health Department. Responsibilities include the development and implementation of a comprehensive program to provide awareness to Veterans and their dependents of all entitlements, law changes and significant events that may impact their eligibility for benefits. Assist the Veterans and their dependents with initiating, developing, and processing claims for disability compensation, pensions, insurance benefits, vocational rehabilitation, hospitalization, medical care, loan guarantee benefits, and civil service benefits.

REPORTS TO

Director of Public Health

CLASSIFICATIONS DIRECTLY SUPERVISED

Veterans Service Representative I and II,

DIVISION DIRECTOR VETERANS SERVICES OFFICER- 2

EXAMPLES OF DUTIES

- Plans, organizes, directs, coordinates, and administers a program of Veterans' services under the guidelines of Federal and State agencies.
- Develops and recommends Division goals, objectives and policies.
- Prepares and administers the Division budgets recommended by the Director of Public Health.
- Controls fiscal expenditures and revenues.
- Supervises, evaluates, and insures proper training of Division staff in accordance with County Personnel Rules
- Assists Veterans and their dependents with initiating, developing, and processing claims for disability compensation, pensions, insurance benefits, vocational rehabilitation, hospitalization, medical care, loan guarantee benefits, and civil service benefits.
- Procures necessary information, records, and affidavits to support claims.
- Assists with the preparation of appeals regarding denials of Veteran's benefits and claims to the Department of Veterans Affairs, Board of Veterans Appeals, and the Federal Court of Veterans Appeals.
- Maintains current knowledge of changes in laws and regulations affecting Veterans' benefits.
- Develops and maintains communication and contact with local organizations concerned with Veterans programs.
- Assists with the admittance and transfer of people to Veterans' medical facilities.
- Develops and provides the public with information concerning Veterans' benefits and programs related to education, disability, pensions, employment, and loans.
- Maintains records and prepares reports for Veterans Services functions; performs a variety of record maintenance and specialized office support assignments related to the Veterans Services Program.
- Works with State and Federal departments regarding Social Security and Disability benefits.
- Assists with obtaining housing, food, and clothing for Veterans and their families.
- Works with a variety of public officials including elected and appointed federal, state, and local officials and staffs, and private sector service providers.
- Interviews clients making appropriate referrals to federal, state, and local programs, agencies and specialized services.
- Counsel clients in the area of benefits, service availability, budgeting, and provide medical and legal service referrals.
- Maintain confidentiality of all case information/records.
- Performs crisis management services/referrals.
- Develops prevocational and vocational service referrals to a variety of employment programs.
- Serves as client advocate in all referrals.
- Coordinates the schedule of volunteer drivers, to ensure transportation is provided for all Veterans in the program for schedule appointments.
- Monitoring vehicle mileage and ensuring required maintenance is obtained and that any reports of vehicle damage are forwarded to the SVSO and Transportation Coordinator at VAMC Reno in a timely manner.

DIVISION DIRECTOR VETERANS SERVICES OFFICER- 3

TYPICAL PHYSICAL REQUIREMENTS

Sit for extended periods; frequently stand and walk; normal manual dexterity and eye-hand coordination; lift and move object weighing up to 25 pounds; corrected hearing and vision to normal range; verbal communication; use of office equipment including computers, telephones, calculators, copiers, and FAX.

TYPICAL WORKING CONDITIONS

Work is usually performed in an office environment; continuous contact with staff and the public.

DESIRABLE QUALIFICATIONS

Knowledge of:

- Principles, policies, procedures, techniques, operations, and functions of County Veterans Services programs.
- Federal, State and local laws, rules, and regulations governing veteran's services and assistance.
- Federal, State, and local HIPAA regulations and policies pertaining to protection of personal health care.
- Federal, State, and local assistance programs.
- Inter-relational programs of the Department of Veterans Affairs.
- Community resources and local agencies related to veterans services.
- Budget development and expenditure control.
- Interviewing and counseling techniques.
- Evidence requirements for Veterans Administration hearing and appeal procedures.
- Principles of employee management, supervision, training, and development.
- Medical terminology interpretation.
- Current issues in the field of veterans affairs.
- Problem solving methodologies.
- Scope and availability of community resources and services and local agencies related to Veteran's services consistent with demographics.
- Current office methods, filing systems, and procedures.
- Computer applications related to general office processes as well as to Veteran services claims processing.
- Research methods and sources.
- Supervisory techniques and County personnel policies, procedures, and M.O.U.'s.
- County budget processes.

DIVISION DIRECTOR VETERANS SERVICES OFFICER- 4

Ability to:

- Plan, organize, coordinate, and deliver a program of Veterans Services for Plumas County.
- Manage Non-Emergency Medical Transportation Program for County veterans.
- Interpret, apply, and explain Federal and State laws, rules, and regulations governing veteran's benefits and services.
- Make public speaking presentations before groups and organizations.
- Provide effective counseling regarding benefits and services to Veterans.
- Research, analyze, organize, and develop documentation for claims utilizing a variety of data and information.
- Communicate effectively orally and in writing.
- Deal tactfully and courteously with the public and other County staff.
- Prepare communications for local radio and newspapers keeping Veterans informed of changes in benefits.
- Effectively represent County Veterans Services with the public, and community organizations.
- Establish and maintain cooperative working relationships.
- Effectively interview, interpret and record information.
- Effectively analyze situations and information to determine best course of action.
- Read, understand for application, interpret, and explain medical charts, records, tests, medications, and procedures.
- Simultaneously manage numerous cases of varying complexity.
- Perform a variety of difficult and complex office and administrative support assignments.
- Prepare clear, relevant and accurate reports.
- Understand and assist in the preparation and monitoring of budgets.
- Supervise, direct and provide training for other office staff.

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DIVISION DIRECTOR VETERANS SERVICES OFFICER- 5

Training and Experience:

Five (5) years of responsible work experience in a counseling or advisory position requiring extensive public contact. Direct experience in a Veteran's service program is desirable.

OR

Bachelor of Arts Degree in Public Administration or Social Sciences and 2 (two) years work experience performing duties similar to a Veterans Service Representative II with Plumas County or other counties with similar classification structure.

OR

Associate of Arts Degree in Public Administration or Social Sciences and 4 (four) years progressively more responsible work experience performing duties similar to a Veterans Service Representative II with Plumas County or other counties with similar classification structure.

Special Requirements:

Applicant must have served in the United States Army, Navy, Marine Corps, Air Force, or Coast Guard and received an honorable discharge or certificate of honorable services.

Accreditation by United States Department of Veterans Affairs and the State of California must be received within one year of appointment.

Must possess a valid driver's license at time of application and obtain a valid California Driver's License by the time of appointment. The valid California Driver's License must be maintained throughout employment.

All County of Plumas employees are designated Disaster Service Workers through State law (California Government Code Section 3100-3109). Employment with Plumas County requires the affirmation of a loyalty oath to this effect. Employees are required to complete all Disaster Service Work related training as assigned, and to return to work as ordered in the event of an emergency.



**PLUMAS COUNTY
FACILITY SERVICES
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Nick Collin, Facilities Director

MEETING DATE: February 18, 2025

SUBJECT: **Approve and authorize Board Chair to waive fees for the Plumas Charter School to use the Courthouse facility for their 2025 prom. General Fund impact would be a loss of revenue for the county in the amount of approximately \$405.**

Recommendation:

Approve and authorize Board Chair to waive fees for the Plumas Charter School to use the Courthouse facility for their 2025 prom. General Fund impact would be a loss of revenue for the county in the amount of approximately \$405.

Background and Discussion:

The Plumas Charter School is requesting fees to be waived for use of the Courthouse facility for their 2025 prom to be held on Saturday, May 3, 2025 from 2:00pm - 12:00am. Fees for use of the facility are set at \$135 for the first hour and \$30 for each additional hour.

Action:

Approve and authorize Board Chair to waive fees for the Plumas Charter School to use the Courthouse facility for their 2025 prom. General Fund impact would be a loss of revenue for the county in the amount of approximately \$405.

Fiscal Impact:

Waiving fees for use of the Courthouse facility will result in a loss of revenue for the county in the amount of approximately \$405.

Attachments:

1. Charter School Fee Waiver Request

January 15, 2025

Plumas County Board of Supervisors
Quincy, CA 95971

Cc: Rob McAdams
Plumas County Facility Services
robertmcadams@countyofplumas.com

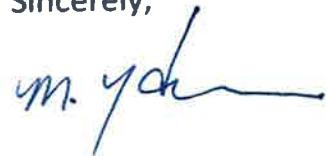
Re: Use of County Courthouse for Prom 2025

Dear Supervisors,

We would like to request a fee waiver for the use of the County Courthouse for our 2025 Prom on Saturday, May 3rd.

Thank you for your consideration.

Sincerely,



Maggie Hennessy
Business Office Manager



**PLUMAS COUNTY
BEHAVIORAL HEALTH DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Che Shannon, Management Analyst II

MEETING DATE: February 18, 2025

SUBJECT: Approve and authorize Chair to sign an agreement between Plumas County Behavioral Health and Partnership Healthplan of California Enhanced Care Management Provider Services; effective upon Board of Supervisors approval; This agreement would allow Behavioral Health to bill Medi-Cal. (No General Fund Impact); approved as to form by County Counsel.

Recommendation:

Approve and authorize Chair to sign an agreement between Plumas County Behavioral Health and Partnership Healthplan of California Enhanced Care Management Provider Services; effective upon Board of Supervisors approval; This agreement would allow Behavioral Health to bill Medi-Cal. (No General Fund Impact); approved as to form by County Counsel.

Background and Discussion:

Partnership Healthplan of California Enhanced Care Management Provider Services is a new state-wide Medi-Cal benefit available to eligible members. ECM will provide a whole person approach to care that addresses the clinical and non-clinical needs of high-need Medi-Cal beneficiaries.

Action:

Approve and authorize Chair to sign an agreement between Plumas County Behavioral Health and Partnership Healthplan of California Enhanced Care Management Provider Services; effective upon Board of Supervisors approval; This agreement would allow Behavioral Health to bill Medi-Cal. (No General Fund Impact); approved as to form by County Counsel.

Fiscal Impact:

This agreement would allow Behavioral Health to bill for Medi-Cal services. (No General Fund Impact)

Attachments:

1. 4734 FINAL (1)

ENHANCED CARE MANAGEMENT PROVIDER SERVICES AGREEMENT

Between

PARTNERSHIP HEALTHPLAN OF CALIFORNIA

And

PLUMAS COUNTY BEHAVIORAL HEALTH

This Enhanced Care Management Provider Services Agreement (the “Agreement”) is entered into this _____, by Partnership HealthPlan of California, a public entity referred to as (“**PARTNERSHIP**”) and between Plumas County Behavioral Health by and on behalf of its providers either employed and/or contracted (collectively, “**PROVIDER**” or “**PROVIDER GROUP**”). PARTNERSHIP and Provider are collectively referred to as the “Parties” and individually as a “Party.”

PROVIDER GROUPS

If the undersigned Provider is a member of a Provider Group and is the authorized representative of this Provider Group, the signature affixed to this Agreement on behalf of the Provider Group certifies the following by his or her signature:

- (a) All members of the Provider Group have granted the authority to the undersigned Provider for the purpose of signing this Agreement on their behalf.
- (b) Each member of the Provider Group will be aware of and comply with the terms of the Agreement.

Upon reasonable request by PARTNERSHIP, the Provider Group agrees to provide certified copies of documents, including, but not limited to, Articles of Incorporation, Partnership Agreements or Member Provider Agreements, which will verify its legal and organizational status and operation as described above.

IN WITNESS WHEREOF, the subsequent Agreement between PARTNERSHIP and Provider is entered into by and between the Parties.

PROVIDER

Plumas County Behavioral Health

Signature: _____

Printed Name: Sharon Sousa, LMFT

Title: Director _____

Date: _____

Signature: _____

Printed Name: Kevin Goss

Date: _____

Title: Chair, Board of Supervisors

ATTEST

Signature: _____

Printed Name: Allen Hiskey

Title: Clerk, Board of Supervisors

Date: _____

PROVIDER Address for Notices:

270 County Hospital Road, Ste 109

Quincy, CA 95971

Attn: Jessica Gill

(remainder of this page is intentionally left blank)

PARTNERSHIP

Partnership HealthPlan of California

Signature: _____

Printed Name: Sonja Bjork

Title: Chief Executive Officer _____

Date: _____

**PARTNERSHIP HEALTHPLAN OF CALIFORNIA
ENHANCED CARE MANAGEMENT PROVIDER SERVICES AGREEMENT**

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RECITALS

- A. Whereas PARTNERSHIP has entered into and will maintain contracts (the “Medi-Cal Contract(s)”) with the State of California, Department of Health Care Services (“DHCS”) in accordance with Title 10, CCR, Section 1300 et. seq.; W&I Code, Section 14200 et. seq.; Title 22, CCR, Section 53250; and applicable federal and State laws and regulations, under which PARTNERSHIP provides services to Medi-Cal beneficiaries.
- B. Whereas PARTNERSHIP will now offer Enhanced Care Management (“ECM”), as defined below, to Members pursuant to the Medi-Cal Contract provisions addressing ECM (“ECM Provisions”).
- C. Whereas Provider is a community-based entity with experience and expertise providing intensive, in-person care management services to individuals in one (1) or more of the Populations of Focus, as defined below, for ECM.
- D. Whereas Provider desires to provide ECM Services within Provider’s area of practice as appropriate for such Medi-Cal Members.

IN CONSIDERATION of the foregoing recitals and the mutual covenants and promises contained herein, receipt and sufficiency of which are hereby acknowledged, the Parties set forth in this Agreement agree and covenant as follows:

SECTION 1 **DEFINITIONS**

As used in this Agreement, the following terms will have the meaning set forth herein below, except where, from the context, it is clear that another meaning is intended. Many words and terms are capitalized throughout this Agreement to indicate that they are defined as set forth in this Section.

- 1.1 **Accreditation Organization** – Any organization including without limitation, the National Committee for Quality Assurance (NCQA), or other entities engaged in accrediting, certifying and/or approving PARTNERSHIP, Provider, and/or their respective programs, centers or services.
- 1.2 **Agreement** - This Agreement and all of the Attachments attached hereto and incorporated herein by reference.
- 1.3 **Applicable Requirements** - To the extent applicable to this Agreement and the duties, right, and privileges hereunder, all federal, State, County, and local statutes, rules, regulations, and ordinances, including, but not limited to, Welfare and Institutions Code and its implementing regulations, the Knox-Keene Health Care Service Plan Act and its implementing regulations, the Social Security Act and its implementing regulations, the Health Insurance Portability and Accountability Act (“HIPAA”) and its implementing regulations, the Health Information Technology for Economic and Clinical Health (“HITECH”) Act, the Deficit Reduction Act of 2005 and its implementing regulations, the Federal Patient Protection and Affordable Care Act (Public Law 111-148) as amended by

the Federal Health Care and Education Reconciliation Act of 2010 (Public Law 111-152) (collectively, “Affordable Care Act”), the California Consumer Privacy Act of 2018 and its implementing regulations, the California Confidentiality of Medical Information Act; the Medi-Cal Contract; DHCS Medi-Cal Provider Manual; all Governmental Agency guidance, executive orders, instructions, letters, bulletins, and policies; and all standards, rules and regulations of accreditation organizations.

- 1.4 **Assigned Member or Member** – A PARTNERSHIP Medi-Cal member who has been assigned or who chose Provider for their ECM Services.
- 1.5 **Authorized Representative** - Any individual appointed in writing by a competent Member or potential Member, to act in place or on behalf of the Member or potential Member for purposes of assisting or representing the Member or Potential Member with Grievances and Appeals, State Fair Hearings, Independent Medical Reviews, and in any other capacity, as specified by the Member or Potential Member.
- 1.6 **California Children’s Services (“CCS”)-Eligible Condition** - means a medical condition that qualifies a Child to receive medical services under the CCS Program, as specified in 22 CCR section 41515.1 *et seq.*
- 1.7 **California Children’s Services (“CCS”) Program** - A state and county program providing Medically Necessary services to treat CCS-Eligible Conditions.
- 1.8 **Care Management Plan** - A written plan that is developed with input from the Member and/or their family member(s), parent, legal guardian, authorized representative, caregiver, and/or other authorized support person(s) as appropriate to assess strengths, risks, needs, goals, and preferences, and make recommendations for clinical and non-clinical service needs.
- 1.9 **Child Health and Disability Prevention Services (CHDP)** - Those health care preventive services for beneficiaries under 21 years of age provided in accordance with the provisions of Health and Safety Code Section 124025, *et seq.*, and Title 17, CCR, Sections 6842 through 6852.
- 1.10 **Clean Claim** - A claim that can be processed without obtaining additional information from the provider of the service or from a third party.
- 1.11 **Community Supports** - Substitute services or settings to those required under the California Medicaid State Plan that PARTNERSHIP may select and offer to their Members pursuant to 42 CFR section 438.3(e)(2) when the substitute service or setting is medically appropriate and more cost-effective than the service or setting listed in the California Medicaid State Plan.
- 1.12 **Contract Year** - Twelve (12) month period following the effective date of this Agreement between Provider and PARTNERSHIP and each subsequent twelve (12) month period following the anniversary of the Agreement.
- 1.13 **County Organized Health System (COHS)** - A plan serving either a single or multiple county area formed pursuant to California Welfare and Institutions Code Section 14087.54.

1.14 **Covered Services** - Those health care services set forth in Welfare and Institutions Code Section 14000 et seq. and 14131 et. seq. Title 22, CCR, Division 3, Subdivision 1, Chapter 3, beginning with Sections 51301; and Title 17, CCR, Chapter 4, Subchapter 13, Article 4, beginning with Section 6800. Covered Services include ECM Services.

1.15 **DHCS** - The State of California Department of Health Care Services.

1.16 **Downstream Subcontractor** - An individual or an entity that has a Downstream Subcontractor Agreement with a Subcontractor or a Downstream Subcontractor. A Network Provider is not a Downstream Subcontractor solely because it enters into a Network Provider Agreement.

1.17 **Downstream Subcontractor Agreement** - A written agreement between a Subcontractor and a Downstream Subcontractor or between any Downstream Subcontractors. The Downstream Subcontractor Agreement must include a delegation of PARTNERSHIP's and Subcontractor's duties and obligations under the Medi-Cal Contract.

1.18 **Emergency Medical Condition** - A medical condition which is manifested by acute symptoms of sufficient severity, including severe pain, such that the absence of immediate medical attention could reasonably expect to result in one or more of the following: a) placing the health of the individual in serious jeopardy; b) serious impairment to bodily functions; c) serious dysfunction of any bodily organ or part, or d) death.

1.19 **Emergency Services** - Those inpatient and outpatient Covered Services by a qualified provider and needed to evaluate or stabilize an Emergency Medical Condition as defined in 42 CFR section 438.114 and Health & Safety Code section 1317.1(a)(1).

1.20 **Enhanced Care Management (“ECM”)** - The whole-person, interdisciplinary approach to care that addresses the clinical and non-clinical needs of high-cost and/or high-need Members who meet ECM Populations of Focus eligibility criteria, through systematic coordination of services and comprehensive care management that is community-based, interdisciplinary, high-touch, and person-centered. ECM is a Medi-Cal benefit.

1.21 **ECM Lead Care Manager** - A Member's designated ECM care manager who works for the ECM Provider organization or as staff of PARTNERSHIP, and is responsible for coordinating all aspects of ECM and any Community Supports as a part of the Member's multi-disciplinary care team, which may include other care managers.

1.22 **ECM Provider** - A provider of ECM. ECM Providers are community-based entities with experience and expertise providing intensive, in-person care management services to Members in one (1) or more of the Populations of Focus for ECM. ECM Providers may include, but are not limited to, the following entities: (i) counties; (ii) county behavioral health providers; (iii) Primary Care Providers, Specialist, or physician groups; (iv) Federally Qualified Health Centers; (v) Community Health Centers; (vi) Community-based organizations; (vii) hospitals or hospital-based physician groups or clinics (including public hospitals and district and/or municipal public hospitals); (viii) Rural Health Clinics and/or Indian Health Services Programs; (ix) local health departments; (x) behavioral

health entities; (xi) community mental health centers; (xii) substance use disorder treatment providers; (xiii) organizations serving individuals experiencing homelessness; (xiv) organizations serving justice involved individuals; (xv) CCS providers; and (xvi) other qualified providers or entities not listed above, as approved by DHCS.

1.23 **ECM Services or Services** - The services which include, but are not limited to: (i) Outreach and Engagement of Members into ECM; (ii) Comprehensive Assessment and Care Management Plan; (iii) Enhanced Coordination of Care; (iv) Health Promotion; (v) Comprehensive Transitional Care; (vi) Member and Family Supports; and (vii) Coordination of and Referral to Community and Social Support Services, as described in Section 3 below.

1.24 **ECM Populations of Focus or Populations of Focus** - Members belonging to the following populations: (i) Adult Populations of Focus: Members over the age of 21 who are: (a) experiencing homelessness; (b) high utilizers, (c) Serious Mental Illness (“SMI”) or Substance Use Disorder (SUD); (d) transitioning from incarceration; (e) individuals at risk for institutionalization who are eligible for long-term care services; and (f) nursing facility residents transitioning to the community (ii) Children/Youth Populations of Focus: Members up to age 21 who are: (a) experiencing homelessness; (b) high utilizers; (c) experiencing Serious Emotional Disturbance (SED) or identified to be at Clinical High Risk (CHR) for psychosis or experiencing a first episode of psychosis; (d) are enrolled in California Children’s Services (CCS)/CCS Whole Child Model (WCM) with additional needs beyond the CCS qualifying condition; (e) involved in, or with a history of involvement in, child welfare (including individuals enrolled in foster and ages 26 and under); or (f) transitioning from incarceration.

1.25 **Encounter Data** - The information that describes health care interactions between Members and health care providers relating to the receipt of any item(s) or service(s) by a Member under this Agreement and subject to the standards of 42 CFR sections 438.242 and 438.818.

1.26 **Encounter Form** - Form submitted electronically to PARTNERSHIP in a HIPAA compliant 837 format to report the ECM Services provided to Medi-Cal Members.

1.27 **Enrollment** - The process by which a Medi-Cal Beneficiary selects or is assigned to PARTNERSHIP by DHCS.

1.28 **Fee-For-Service Payment (FFS)** - (1) The maximum Fee-For-Service rate determined by DHCS for services provided under the Medi-Cal Program; or (2) the rate agreed to by PARTNERSHIP and Provider. All Services that are Non Capitated Services or authorized by PARTNERSHIP pursuant to this Agreement will be compensated by PARTNERSHIP at the lowest allowable Fee-For-Service rate unless otherwise identified in Section 4 of this Agreement.

1.29 **Fraud, Waste, and Abuse** - The intentional deception or misrepresentation made by persons, including, but not limited to, Provider, with the knowledge that such deception could result in some unauthorized benefit to themselves or some other person or entity. It also means practices that are inconsistent with sound fiscal and business practices or medical standards and result in an unnecessary cost to the Medi-Cal program or other

Benefit Plans, or in payment for services that are not Medically Necessary or that fail to meet professionally recognized standards for health care. Fraud, Waste, and Abuse includes any act that constitutes fraud under applicable federal or state law including 42 CFR § 455.2 and Welfare & Institutions Code section 14043.1(i), and the overutilization or inappropriate utilization of services and misuse of resources.

- 1.30 **Fiscal Year of Partnership** HealthPlan of California - The twelve (12) month period starting each July 1.
- 1.31 **Governmental Agencies** - The Department of Managed Health Care (“DMHC”), Department of Health Care Services (“DHCS”), United States Department of Health and Human Services (“DHHS”), United States Department of Justice (“DOJ”), and California Attorney General - Division of Medi-Cal Fraud and Elder Abuse (“DMFEA”), and any other agency which has jurisdiction over PARTNERSHIP or Medi-Cal (Medicaid) or Provider or Provider Group.
- 1.32 **Health Equity** - The reduction or elimination of health disparities, health inequities, or other disparities in health that adversely affect vulnerable populations.
- 1.33 **Hospital** - Any acute, general care or psychiatric hospital licensed by the DHCS and contracted with PARTNERSHIP.
- 1.34 **Identification Card** - The card that is prepared by PARTNERSHIP which bears the name and symbol of PARTNERSHIP and contains: a) Member name and identification number, b) Member's PCP, and c) other identifying data. The card is not proof of Member eligibility with PARTNERSHIP or proof of Medi-Cal eligibility.
- 1.35 **Medical Director** - The Medical Director of PARTNERSHIP, or his/her designee, a physician licensed to practice medicine in the State of California employed by PARTNERSHIP to monitor the quality assurance and implement Quality Improvement Activities of PARTNERSHIP.
- 1.36 **Medi-Cal Managed Care Program** - The program that PARTNERSHIP operates under its Medi-Cal Contract with the DHCS.
- 1.37 **Medi-Cal Provider Manual** - The Medical Services Provider Manual issued by DHCS.
- 1.38 **Medically Necessary or Medical Necessity** - Reasonable and necessary services to protect life, to prevent significant illness or significant disability, or to alleviate severe pain through the diagnosis treatment of disease, illness, or injury, as required under W&I Code Section 14059.5(a) and Title 22, CCR Section 51303(a). Medically Necessary services must include services necessary to achieve age-appropriate growth and development and attain, maintain, or regain functional capacity. When determining the Medical Necessity for a Member who is under the age of twenty-one (21), a service is Medically Necessary if it meets the EPSDT standard of Medical Necessity set forth in 42 USC Section 1396d(r)(5), as required by W&I Code sections 14059.5(b) and 14132(v). Without limitation, Medically Necessary services for Members less than 21 years of age include all services necessary to achieve or maintain age-appropriate growth and development, attain, regain or maintain functional capacity, or improve, support, or maintain the Member's current health

condition.

- 1.39 **Medicare** – The federal health insurance program defined in Title XVIII of the Federal Social Security Act and regulations promulgated thereunder.
- 1.40 **Member Handbook** - The PARTNERSHIP Medi-Cal Combined Evidence of Coverage and Disclosure Form that sets forth the benefits to which a Medi-Cal Member is entitled under the Medi-Cal Managed Care Program, the limitations and exclusions to which the Medi-Cal Member is subject and terms of the relationship and agreement between PARTNERSHIP and the Medi-Cal Member.
- 1.41 **Minor Consent Services** - Covered Services of a sensitive nature that minor Members do not need parental consent to access, including, but not limited to, the following situations: a) sexual assault, including rape; b) drug or alcohol abuse for minors twelve (12) years or older; c) pregnancy; d) family planning; e) sexually transmitted diseases for minors twelve (12) years or older; f) diagnosis or treatment of infectious, contagious, or communicable diseases in minors twelve (12) years of age or older if the disease or condition is one that is required by law or regulation adopted pursuant to law to be reported to the local health officer; and g) outpatient mental health care for minors twelve (12) years of age or older who are mature enough to participate intelligently in their health care pursuant to Family Code section 6924 and where either (1) there is a danger of serious physical or mental harm to the minor or others or (2) the minors are the alleged victims of incest or child abuse.
- 1.42 **Model of Care (“MOC”)** – The PARTNERSHIP framework for providing ECM, including its Policies and Procedures for partnering with ECM Providers and Community Supports Providers, as approved by DHCS.
- 1.43 **Non-Physician Medical Practitioner** - A physician assistant, nurse practitioner, or certified mid wife authorized to provide primary care under physician supervision.
- 1.44 **Participating Provider** - Any health professional or institution contracted with PARTNERSHIP that meets all applicable the Standards for Participation in the State Medi-Cal Program to render services to Medi-Cal Members.
- 1.45 **Per Enrollee Per Month (PEPM)** – A Fee-for-Service rate paid to Provider for Members who are in ECM Populations of Focus and authorized for ECM Services.
- 1.46 **Population Needs Assessment** - PARTNERSHIP’s process for: a) identifying Member health needs and health disparities; b) evaluating health education, cultural & linguistic, delivery system transformation and quality improvement activities and other available resources to address identified health concerns; and 3) implementing targeted strategies for health education, cultural & linguistic, and quality improvement programs and services.
- 1.47 **Program Data** – Data that includes but is not limited to: grievance data, appeals data, medical exemption request denial reports and other continuity of care data, out-of-network request data, and PCP assignment data as of the last calendar day of the reporting month.
- 1.48 **Primary Care Provider (“PCP”)** - A Provider responsible for supervising, coordinating, and

providing initial and primary care to Members, for initiating referrals, for maintaining the continuity of Member care, and for serving as the Medical Home for Members. The PCP is a general practitioner, internist, pediatrician, family practitioner, non-physician medical practitioner, or obstetrician-gynecologists (OB-GYN). For SPD Members, a PCP may also be a Specialist or clinic.

- 1.49 **Program Data** - Data that includes but is not limited to: grievance data, appeals data, medical exemption request denial reports and other continuity of care data, out-of-network request data, and PCP assignment data as of the last calendar day of the reporting month.
- 1.50 **Provider Data** - Information concerning Provider or Provider Group, including, but not limited to, information about the contractual relationship between Provider or Provider Group, Subcontractors, and Downstream Subcontractors; information regarding the facilities where Services are rendered; and information about the area(s) of specialization of Physician and Physician Group, Subcontractors, and Downstream Subcontractors, as applicable.
- 1.51 **Provider Manual** - The Manual of Operational Policies and Procedures for PARTNERSHIP Medi-Cal Managed Care Program.
- 1.52 **Quality Improvement and Health Equity Committee (“QIHEC”)** - committee facilitated by PARTNERSHIP’s Medical Director, or the Medical Director’s designee, in collaboration with the Health Equity officer, to meet at least quarterly to direct all QIHETP findings and required actions.
- 1.53 **Quality Improvement and Health Equity Transformation Program (“QIHETP”)** - The systematic and continuous activities to monitor, evaluate, and improve upon the Health Equity and health care delivered to Members in accordance with the standards set forth in applicable laws, regulations, and the Medi-Cal Contract.
- 1.56 **Senior and Person with Disability (SPD) Member** - A Member who falls under a specific SPD aid code as defined by DHCS.
- 1.57 **Sensitive Services** - Covered Services related to mental or behavioral health, sexual and reproductive health, sexually transmitted infections, substance use disorder, gender affirming care, and intimate partner violence, and includes Covered Services described in Sections 6924, 6925, 6926, 6927, 6928, 6929, and 6930 of the Family Code, and Sections 121020 and 124260 of the Health and Safety Code, obtained by a Member with the capacity to legally consent to the specific Covered Service.
- 1.58 **Subcontractor** – An individual or entity that has a subcontractor agreement with PARTNERSHIP that relates directly or indirectly to the performance of PARTNERSHIP’s obligations under the Medi-Cal Contract.
- 1.59 **Social Drivers of Health (SDOH)** - The environments in which people are born, live, learn, work, play, worship, and age that affect a wide range of health functioning, and quality-of-life outcomes and risk.
- 1.60 **Specialist Physician or Specialist** - A physician who has completed advanced education

and clinical training in a specific area of medicine or surgery. Specialists include, but are not limited to, those specialists listed in Welfare & Institutions Code Section 14197. A Specialist has entered into an agreement with PARTNERSHIP and who is licensed to provide medical care by the Medical Board of California, and is enrolled in the State Medi-Cal Program.

- 1.61 **Template Data** - Data reports submitted to DHCS by PARTNERSHIP, which includes, but is not limited to, data of Member populations, health care benefit categories, or program initiatives.
- 1.62 **Treatment Authorization Request (“TAR”)** - The Treatment Authorization Request form approved by PARTNERSHIP for the provision of Non-Emergency Services. Those Non-Emergency Services that require a Treatment Authorization Request form approved by PARTNERSHIP are set forth in the Provider Manual. Certain FFS procedures and services that are subject to authorization by Medi-Cal field offices before reimbursement can be approved.
- 1.63 **Urgent Care Services** – Those Covered Services required to prevent serious deterioration of health following the onset of an unforeseen condition or injury.
- 1.64 **Utilization Management Program** - The program(s) approved by PARTNERSHIP, which are designed to review and monitor the utilization of Covered Services, including the evaluation of the Medical Necessity, appropriateness, and efficiency of the use of health care services, procedures, and facilities. Such program(s) are set forth in PARTNERSHIP’s Provider Manual.
- 1.65 **ECM Quality Improvement Program (ECM QIP)** – Systematic activities to monitor and evaluate the clinical and non-clinical services provided to Medi-Cal Members according to the standards set forth in statute, regulations, and PARTNERSHIP Agreement with DHCS. The ECM QIP consists of processes, which measure the effectiveness of care, identifies problems, and implements improvement on a continuing basis towards an identified, target outcome measurement.
- 1.66 **Working Days** - means Monday through Friday, except for state holidays as identified at the California Department of Human Resources State Holidays website.

SECTION 2 **QUALIFICATIONS, OBLIGATIONS AND COVENANTS**

- 2.1 **Provider is responsible for:**
 - 2.1.1 **Standards of Care** – Provider shall provide ECM Services for PARTNERSHIP Members that are within Provider’s professional competence, with the same standards of care, skill, diligence and in the same economic and efficient manner as are generally accepted practices and standards prevailing in the professional community.

2.1.2 Medi-Cal Enrollment - If a State-level enrollment pathway exists, Provider shall be enrolled as a Medi-Cal provider, pursuant to relevant DHCS All Plan Letters (APLs), including Provider Credentialing/Recredentialing and Screening/Enrollment APL 19-004 and any subsequent APLs. If APL 19-004 does not apply to Provider, Provider must comply with PARTNERSHIP's process for vetting Provider, which may extend to individuals employed by or delivering services on behalf of Provider, to ensure it can meet the capabilities and standards required to be an ECM Provider.

- a. Provider will notify PARTNERSHIP immediately if Provider is referred for suspension or termination, or actually identified as suspended, excluded, or terminated from participation in the Medicare or Medi-Cal/Medicaid programs.

2.1.3 Participation Requirements

- a. Provider shall be experienced in serving the ECM Population(s) of Focus Provider will serve.
- b. Provider shall have experience and expertise with the ECM Services Provider will provide.
- c. Provider shall comply with all state and federal laws and regulations, all ECM program requirements in the Medi-Cal Contract, APLs (including but not limited to the requirements regarding the use of a care management documentation system), Policy Letters (PLs), the State Plan, the ECM Policy Guide, and the Medi-Cal Provider Manual.
- d. Provider shall have the capacity to provide culturally appropriate and timely in-person care management activities..
- e. Provider shall be able to communicate in culturally and linguistically appropriate and accessible ways, in accordance with Exhibit A, Attachment III, Provision 5.2.11.C: Cultural and Linguistic Programs and Committees, of the Medi-Cal Contract.
- f. Provider shall have formal agreements and processes in place to engage and cooperate with area hospitals, primary care practices, behavioral health providers, specialists, and other entities, such as Community Support Providers, to coordinate care as appropriate to each Member.
- g. Provider shall use a care management documentation system or process that supports the documentation and integration of physical, behavioral, social service and administrative data and information from other entities to support the management and maintenance of a Care Management Plan that can be shared with other providers and organizations involved in each Member's care. Care management documentation systems may include Certified Electronic Health Record Technology, or other documentation tools that can: document Member goals and goal attainment status; develop

and assign care team tasks; define and support Member care coordination and care management needs; gather information from other sources to identify Member needs and support care team coordination and communication and support notifications regarding Member health status and transitions in care (e.g., discharges from a hospital, long-term care facility, housing status).

- h. Provider shall comply with all requirements, policies, and procedures described in PARTNERSHIP's ECM Model of Care and all applicable DHCS APLs, which are incorporated by reference herein.
- i. Provider must ensure accurate and up-to-date Member-level records related to the provision of ECM Services are maintained for Members authorized for ECM who are assigned to Provider.

2.1.4 ECM Services - Provider shall provide those ECM Services, as set forth in Attachment C, which are within Provider's service specialty, to Members in accordance with the terms and conditions of this Agreement and in accordance with DHCS service definitions and requirements.

2.1.5 Identification of Members for ECM – Provider is responsible for identifying Members who would benefit from ECM Services and sending requests to PARTNERSHIP, to determine if the Member is eligible for ECM, consistent with PARTNERSHIP's process for such requests, including use of the email address and dedicated phone line that PARTNERSHIP has designated for this purpose. In so identifying, Provider must consider Members' health care utilization; needs across physical, behavioral, developmental, and oral health; health risks and needs due to Social Drivers of Health; and Long-Term Services and Support ("LTSS") needs.

2.1.6 Member Assignment

- a. Provider shall immediately accept all Members assigned by PARTNERSHIP for ECM, with the exception that Provider shall be permitted to decline a Member assignment if Provider is at its pre-determined capacity, as agreed upon between the Parties. Provider shall immediately notify PARTNERSHIP if it does not have the capacity to accept a Member assignment.
- b. Upon initiation of ECM, Provider shall ensure each Member assigned has an ECM Lead Care Manager who interacts directly with the Member and/or their family member(s), legal guardian(s), Authorized Representatives, caregivers, and other authorized support persons as appropriate. The assigned ECM Lead Care Manager is responsible for engaging with a multi-disciplinary care team to identify any gaps in the Member's care and, at a minimum, ensure effective coordination of all physical health care, behavioral, developmental, oral health, LTSS, Community Supports, and other services that address Social Drivers of Health needs, regardless of setting.
- c. Provider shall advise the Member on the process for changing ECM

Providers, which is permitted at any time.

- i. Provider shall advise the Member on the process for switching ECM Providers, if requested.
- ii. Provider shall notify PARTNERSHIP within five (5) Working Days if the Member wishes to change ECM Providers.
- iii. PARTNERSHIP must implement any requested ECM Provider change within thirty (30) days.
- d. Provider acknowledges that PARTNERSHIP shall have the right to immediately withdraw Members from assignment to Provider or any of its Subcontractors in the event the health or safety of Members is jeopardized by the actions of Provider or such Subcontractor or by reason of Provider's or such Subcontractor's failure to provide Services in accordance with PARTNERSHIP's Quality Improvement and Utilization Management Programs ("QI/UM") Program.

2.1.7 Provider Outreach and Member Engagement - Provider shall be responsible for conducting outreach to each assigned Member and engaging each assigned Member into ECM, in accordance with PARTNERSHIP's policies and procedures.

- a. Provider shall prioritize outreach to those Members with the highest level of risk and need for ECM.
- b. Provider shall conduct outreach primarily through in-person interaction where Members and/or their family member(s), guardian, caregiver, and/or authorized support person(s) live, seek care, or prefer to access services in their community. Provider shall focus on building relationships with Members. Provider may supplement in-person visits with secure teleconferencing and telehealth, where appropriate and with consent of the Member.
- c. Provider shall use the following modalities, as appropriate and as authorized by the Member, if in-person modalities are unsuccessful or to reflect a Member's stated contact preferences:
 - i. Mail
 - ii. Email
 - iii. Texts
 - iv. Telephone calls
 - v. Telehealth

2.1.8 Accessibility and Hours of Service – Provider shall provide ECM Services to Medi-Cal Members on a readily available and accessible basis in accordance with Applicable Requirements including, but not limited to 42 CFR section 438.206, Welfare & Institutions Code section 14197, 28 CCR section 1300.67.2.2, the Medi-Cal Contract, and PARTNERSHIP's timely access policies and procedures as set forth in PARTNERSHIP's Provider Manual. ECM Services shall be provided

during normal business hours at Provider's usual place of business.

2.1.9 Initiating Delivery of ECM - Provider shall obtain, document, and manage Member authorization for the sharing of Personally Identifiable Information between PARTNERSHIP and ECM Providers, Community Supports Providers, and other providers involved in the provision of Member care to the extent required by federal law.

- a. Member authorization for ECM-related data sharing is not required for Provider to initiate delivery of ECM, unless such authorization is required by federal law.
- b. When required by law, Provider must obtain Member's authorization to share information with PARTNERSHIP and all others involved in the Member's care to maximize the benefits of ECM, and Provider must provide PARTNERSHIP with Member-level records of any obtained authorizations for ECM-related data sharing as required by federal law and to facilitate ongoing data sharing with PARTNERSHIP.

2.1.10 Disclosure Statement – Provider agrees to provide PARTNERSHIP with the disclosure statement set forth in 22 CCR 51000.35, included in Attachment A, prior to commencing services under this Agreement. Provider shall provide, as applicable, the ownership disclosure statement(s), the business transactions disclosure statement(s), the convicted offenses disclosure statement(s), and the exclusion from state or federal health programs disclosure statement(s), prior to the Effective Date, on an annual basis, upon any change in information, and upon request, if required by law or by the Medi-Cal Contract. Legal requirements include, but are not limited to, Title 22 CCR Section 51000.35, 42 USC Sections 1320 a-3 (3) and 1320 a-5 et seq., and 42 CFR Sections 455.104, 455.105 and 455.106. Provider shall also provide, as applicable, the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions" and shall comply with its instructions, if required by law or by the Medi-Cal Contract. Such Debarment Certification and its instructions are set forth in the Provider Manual.

2.1.11 Quality and Oversight – Provider acknowledges PARTNERSHIP will conduct oversight of its delivery of ECM to ensure the quality of ECM rendered and ongoing compliance with program requirements, and all legal and contractual obligations both PARTNERSHIP and Provider have, including, but not limited to, required reporting, audits, and corrective actions, among other oversight activities.

- a. Provider shall respond to all PARTNERSHIP requests for information and documentation to permit ongoing monitoring of ECM.
- b. Provider shall be responsible for the same reporting requirements as those PARTNERSHIP must report to DHCS, including Encounter Data (using national standard specifications and code sets to be defined by DHCS) and other supplemental reporting, as applicable.
- c. Failure of Provider to follow PARTNERSHIP's Policies and Procedures, reporting requirements, sub contractual requirements, or ECM program

requirements, may result, at PARTNERSHIP's option, in a corrective action plan or any sanctions incorporated in the PARTNERSHIP Provider Manual.

2.1.12 Credentialing – If applicable to Provider's provider type, Provider agrees to provide PARTNERSHIP with a completed credentialing form, will use best efforts to notify PARTNERSHIP in advance of any change in such information, and will successfully complete a facility site review, in accordance with DHCS APL 22-017, 22 CCR section 53856, and the Medi-Cal Contract, Exhibit A, Attachment III, Provision 5.2.14 (*Site Review*), if deemed necessary by PARTNERSHIP in accordance with the Medi-Cal Contract.

Actions Against Provider - Provider will adhere to the requirements as set forth in PARTNERSHIP's Provider Manual and notify PARTNERSHIP by certified mail within five (5) days of Provider learning of any action taken which results in restrictions on Provider staff privileges, membership, employment for a medical disciplinary cause or reason as defined in the California Business & Professions Code, Section 805, regardless of the duration of the restriction or exclusion from participating in the Medi-Cal Program in accordance with the Standards of Participation.

Financial and Accounting Records – Provider shall maintain, in accordance with standard and accepted accounting practices, financial and accounting records relating to Services provided or paid for hereunder as will be necessary and appropriate for the proper administration of this Agreement, the Services to be rendered, and payments to be made hereunder or in connection herewith.

Reports – Provider agrees to submit reports as required by PARTNERSHIP and/or relevant Governmental Agencies, including, but not limited to, DHCS. (Medi-Cal Contract, Exhibit A, Attachment III, Provision 3.1.6.A.6, and Title 22, CCR Sections 53250(c)(5) and 53867).

2.1.13 Compliance with Member Handbook - Provider acknowledges that Provider is not authorized to make nor will Provider make any variances, alterations, or exceptions to the terms and conditions of the Member Handbook.

2.1.14 Promotional Materials - Provider consents to be identified as a Participating Provider in written materials published by PARTNERSHIP, including, without limitation, marketing materials prepared and distributed by PARTNERSHIP and, display promotional materials provided by PARTNERSHIP within his/her office.

2.1.15 Compliance with PARTNERSHIP Policies and Procedures - Provider agrees to comply with all policies and procedures set forth in the PARTNERSHIP Provider Manual. The Provider Manual is available through PARTNERSHIP website at www.Partnershiphp.org. PARTNERSHIP may modify the Provider Manual from time to time. In the event the provisions of the Provider Manual are inconsistent with the terms of this Agreement, the terms of this Agreement shall prevail.

2.1.16 Cultural and Linguistic Services – Provider shall provide Services to Members in a culturally, ethnically and linguistically appropriate manner. Provider shall comply

with PARTNERSHIP's language assistance program standards developed under California Health and Safety Code Section 1367.01 and Title 28 CCR Section 1300.67.04 and shall cooperate with PARTNERSHIP by providing any information necessary to assess compliance. PARTNERSHIP shall retain ongoing administrative and financial responsibility for implementing and operating the language assistance program. Provider has 24 (twenty-four) hours, 7 (seven) days a week access to telephonic interpretive services outlined in policies and procedures as set forth in PARTNERSHIP Provider Manual. Provider shall ensure that its cultural and Health Equity linguistic services programs align with PARTNERSHIP's Population Needs Assessment. Provider agrees to provide cultural competency, Health Equity, sensitivity, and diversity training to its workforce, including employees and staff at key points of contact with Members, on an annual basis, in accordance with the Medi-Cal Contract, Exhibit A, Attachment III, Provision 5.2.11, Subsection C (*Diversity, Equity and Inclusion Training*).

2.1.17 Provider Locations and Services – This Agreement will apply to Services provided by the Provider for any location set forth in this Agreement. Upon execution of this Agreement, if the Provider renders Services at a location not listed in this Agreement, Provider understands that any new site(s) not listed in the Agreement may be added upon notice to PARTNERSHIP of new site(s), verification of new site's Medi-Cal enrollment, and successful completion of PARTNERSHIP's Credentialing requirements, if applicable. Further, any new site(s) added to this Agreement will be subject to the same reimbursement rates set forth in the Agreement.

- a. In the event the Provider begins providing Services under another Tax Identification Number(s) and/or billing NPI that is not currently contracted with PARTNERSHIP, upon written agreement of the Parties, that new Tax Identification Number(s) and /or billing NPI will become subject to the Agreement.
- b. In the event the Provider acquires or is acquired by, merges with or otherwise becomes affiliated with another Participating Provider that is currently contracted with PARTNERSHIP, this Agreement, and the current agreement between PARTNERSHIP and the other Participating Provider will each remain in effect and will continue to apply to each separate entity as they did prior to acquisition, merger or affiliation unless otherwise agreed to in writing by the parties.
- c. Any assignment of this Agreement is subject to Section 10.

2.2 PARTNERSHIP is responsible for:

2.2.1 Member Assignment – PARTNERSHIP shall communicate new Member assignments to Provider as soon as possible, but in any event no later than ten (10) Working Days after ECM authorization.

- a. PARTNERSHIP shall follow Member's preferences for a specific ECM

Provider, if known, to the extent practicable.

- b. If the Member's assigned PCP is a contracted ECM Provider, PARTNERSHIP shall assign the Member to the PCP as the ECM Provider unless the Member has expressed a different preference or PARTNERSHIP identifies a more appropriate ECM Provider given the Member's individual needs and health conditions.
- c. If a Member's receives services from a Mental Health Plan for SED,SUD, and/or SMI, and the Member's behavioral health provider is a contracted ECM Provider, PARTNERSHIP shall assign the Member to that behavioral health provider as the ECM Provider unless the Member indicates otherwise or PARTNERSHIP identifies a more appropriate ECM Provider given the Member's individual needs and health conditions.
- d. For Members enrolled in CCS and when the Member's CCS Case Manager is affiliated with a contracted ECM Provider, PARTNERSHIP shall assign that Member to the CCS Case Manager as the ECM Provider, unless the Member or family has indicated otherwise or PARTNERSHIP identifies a more appropriate ECM Provider given the Member's individual needs and health conditions.
- e. PARTNERSHIP shall notify the Member's PCP if different from the ECM Provider, of the assignment to the ECM Provider within ten (10) business days of the date of the assignment.
- f. PARTNERSHIP shall document the Member's ECM Lead Care Manager in its system of record.
- g. PARTNERSHIP shall permit Members to change ECM Providers at any time and implement any requested ECM Provider change within thirty (30) days.

2.2.2 Payment for Authorized Service Only - PARTNERSHIP will reimburse Provider for Services that are Medically Necessary, and if required, properly authorized by PARTNERSHIP Medical Director (or his/her designee).

2.2.3 ECM Program

- a. PARTNERSHIP shall inform Members about ECM and how to access it.
- b. PARTNERSHIP shall manage and respond promptly to requests for ECM directly from Members and on behalf of Members from ECM Providers, other providers and community entities, and the Member's guardian or Authorized Representative ("AR"), where applicable.
- c. PARTNERSHIP shall be responsible for Authorizing ECM for Members, whether they are identified by PARTNERSHIP or if the Member or a family member, AR, guardian, caregiver, authorized support person or external entity requests that the Member receives ECM. ECM Authorization or a decision not to Authorize occurs as soon as possible and in accordance with applicable law

and the Provider Manual.

- d. PARTNERSHIP shall be responsible for assigning all Members authorized to receive ECM to an appropriate ECM Provider.
- e. PARTNERSHIP shall develop and disseminate Member-facing written materials about ECM for use by Provider. This material shall:
 - i. Explain ECM and how a Member may request it.
 - ii. Explain that ECM participation is voluntary and can be discontinued at anytime.
 - iii. Explain that the Member must authorize ECM-related data sharing.
 - iv. Describe the process by which the Member may choose a different ECM Lead Care Manager or ECM Provider; and
 - v. Meet the standards for culturally and linguistically appropriate communication outlined in Exhibit A, Attachment III, Subsection 5.2.11.C (*Cultural and Linguistic Programs and Committees*) and in Exhibit A, Attachment III, Subsection 5.1.3 (*Member Information*) of the Medi-Cal Contract.
- f. PARTNERSHIP shall ensure accurate and up-to-date Member-level records are maintained for the Members authorized for ECM.
- g. PARTNERSHIP shall notify Provider when ECM has been discontinued.
- h. PARTNERSHIP shall notify the Member of the discontinuation of the ECM benefit and ensure the Member is informed of their right to appeal and the appeals process by way of the Notice of Action process as described in Exhibit A, Attachment III, Subsection 5.1.5 (*Notices of Action for Denial, Deferral, or Modification of Prior Authorization Requests*) and Exhibit A, Attachment III, Section 4.6 (*Member Grievance and Appeal System*) of the Medi-Cal Contract and APL 17-006.

2.2.4 Data Sharing – PARTNERSHIP shall follow DHCS guidance on data sharing and provide to Provider the following data at the time of assignment and periodically thereafter:

- a. Member assignment files, defined as a list of Members authorized for ECM and assigned to Provider;
- b. Encounter Data and claims data (using national standard specifications and code sets to be defined by DHCS);
- c. Physical, behavioral, administrative, and SDOH data (e.g., Homeless Management Information System (HMIS data)) for all Members assigned to Provider; and
- d. Reports of performance on quality measures and metrics, as requested.

2.2.5 Data System Requirements and Data Sharing to Support ECM - PARTNERSHIP shall have an IT infrastructure and data analytic capabilities to support ECM, including the capabilities to:

- a. Consume and use claims and Encounter Data, as well as other data types used to identify Populations of Focus and those listed in listed in Exhibit A, Attachment III, Section 4.4.6 (*Member Identification for ECM*);
- b. Assign Members to ECM Providers;
- c. Keep records of all Members receiving ECM authorizations necessary for sharing personally identifiable information between PARTNERSHIP and ECM Provider and other Providers, among ECM Providers and family member(s) and/or support person(s), whether obtained by ECM Provider or by PARTNERSHIP;
- d. Securely share data with ECM Providers and other providers in support of ECM;
- e. Receive, process, and send Encounter Data (using national standard specifications and code sets to be defined by DHCS) from ECM Providers to DHCS;
- f. Receive and process supplemental reports from ECM Providers;
- g. Send ECM supplemental reports to DHCS; and
- h. Open, track, and manage referrals to Community Supports Providers.

2.2.6 Encounter Data, Provider Data, Program Data, Template Data Reporting - Provider agrees to provide, complete, accurate, reasonable, and timely Encounter Data, Provider Data, Program Data, and Template Data, and any other reports or data as needed by PARTNERSHIP, in order for PARTNERSHIP to meet its data reporting requirements to DHCS. Provider agrees to comply with the requirements set forth in Exhibit A, Attachment III, Section 2.1.2 (*Encounter Data Reporting*), Section 2.1.4 (*Network Provider Data Reporting*), Section 2.1.5 (*Program Data Reporting*), and Section 2.1.6 (*Template Data Reporting*) of the Medi-Cal Contract.

2.2.7 Defined Standards – PARTNERSHIP shall use defined federal and State standards, specifications, code sets, and terminologies when sharing physical, behavioral, social, and administrative data with Provider and with DHCS, to the extent practicable.

2.3 Member Eligibility - Provider will verify Medi-Cal Member eligibility with PARTNERSHIP prior to admission for inpatient services at assigned HOSPITAL and prior to rendering Services. Prior Authorization from PARTNERSHIP is not a guarantee of Medi-Cal Member eligibility with PARTNERSHIP or eligibility in the State Medi-Cal Program.

2.3.1 The notification will be provided via telephone, facsimile, mail or electronic media,

listing all pertinent data regarding the eligibility of Medi-Cal Members who have chosen or have been assigned to Provider. Such data will be updated on or about the twenty-fifth (25th) of the each month.

2.3.2 PARTNERSHIP will maintain (or arrange to have maintained) records and establish and adhere to procedures as will reasonably be required to accurately ascertain the number and identity of Medi-Cal Members.

Adequate Network or Staff – Provider must maintain adequate networks and staff to ensure that it has sufficient capacity to provide and coordinate care for ECM Services in accordance with 22 CCR section 53853, Welfare & Institutions Code section 14197, 28 CCR section 1300.67.2.2 and all requirements in the Medi-Cal Contract.

2.4 Member Emergency Preparedness Plan - For purposes of this Section, “Emergency” means unforeseen circumstances that require immediate action or assistance to alleviate or prevent harm or damage caused by public health crises, natural and man-made hazards, or disasters.

2.4.1 Provider shall annually submit evidence of adherence to CMS Emergency Preparedness Final Rule 81 FR 63859 to PARTNERSHIP.

2.4.2 Provider shall advise PARTNERSHIP as part of the Emergency Plan; and

2.4.3 Provider shall notify PARTNERSHIP within 24 hours of an Emergency if Provider closes down, is unable to meet the demands of a medical surge, or is otherwise affected by an Emergency.

SECTION 3 **SCOPE OF SERVICES TO BE PROVIDED**

3.1 Management of Care - The Parties acknowledge and agree that this Agreement specifies the ECM Services to be ordered, referred, or rendered by Provider. (*Medi-Cal Contract, Exhibit A, Attachment III, Provision 3.1.6.A.1 and Title 22, CCR, Sections 53250(c)(1) and 53867*).

3.2 ECM Requirements

3.2.1 Provider must take a whole-person approach to offering ECM, ensuring that ECM addresses the clinical and non-clinical needs of high-cost and high-need Members in distinct Populations of Focus, through systematic coordination of services and comprehensive care management. Provider shall ensure the ECM approach is community-based, interdisciplinary, high-touch and person-centered.

a. Provider shall maintain and make available to DHCS, upon request, copies of all contracts it enters into related to ordering, referring, or rendering ECM Services under this Agreement, and will ensure that all such contracts are in writing. If Provider subcontracts with other entities to administer ECM functions, Provider shall ensure agreements with such subcontractors for the provision of ECM bind the subcontractors to the terms and conditions that are enumerated in this Agreement, and that its subcontractors comply with all

requirements in this Agreement and the Medi-Cal Contract, including the ECM Provisions. Such subcontracts are subject to the approval of PARTNERSHIP and Regulatory Agencies, if required by Applicable Requirements.

3.2.2 Provider shall:

- a. Ensure each Member receiving ECM has a Lead Care Manager with responsibility for interacting directly with the Member and the Member's family, legal guardians, authorized representatives, caregivers, and other authorized support persons, as appropriate;
- b. The assigned ECM Lead Care Manager is responsible for engaging with a multi-disciplinary care team to identify any gaps in the Member's care and, at a minimum, ensure effective coordination of all physical health care, behavioral, developmental, oral health, LTSS, Community Supports, and other services to address Social Drivers of Health, regardless of setting;
- c. Coordinate across all sources of care management in the event that a Member is receiving care management from multiple sources;
- d. Alert PARTNERSHIP to ensure non-duplication of Services in the event that a Member is receiving care management or duplication of Services from multiple sources;
- e. Follow PARTNERSHIP instruction and participate in efforts to ensure ECM and other care management services are not duplicative; and
- f. Ensure accurate and up-to-date Member-level records related to the provision of ECM services are maintained for Members authorized for ECM.

Ensure that each Member automatically Authorized for ECM as a prior enrollee in a Whole Person Care ("WPC") pilot and identified by the WPC Lead Entity as belonging to an ECM Population of Focus, is assessed within six (6) months of Authorization for ECM, or other timeframes provided by DHCS in guidance for specific transitioning subpopulations, to determine the most appropriate level of services for the Member, to confirm whether ECM or a lower level of care coordination best meets the Member's needs.

3.2.3 Provider shall collaborate with area hospitals, PCPs (when not serving as the ECM Provider), behavioral health providers, specialists, dental providers, providers of services for LTSS, and other associated entities, such as Community Supports Providers, as appropriate, to coordinate Member care.

3.2.4 Provider shall participate in all mandatory, ECM Provider-focused ECM training and technical assistance provided by PARTNERSHIP, including in-person sessions, webinars, and/or calls, as necessary, in addition to participating in and completing all necessary trainings regarding the Medi-Cal Program conducted by PARTNERSHIP in accordance with the Medi-Cal Contract, Network Provider training per requirements described in Exhibit A, Attachment III, 7, Section 3.2.5

(Network Provider Training), Members' rights as required under Exhibit A, Attachment III, Section 3.2 (Provider Relations), and Advanced Directives in accordance with 42 CFR sections 422.128 and 438.3(j) set forth in and Exhibit A, Attachment III, Section 5.1.1, Subsection C.3) (Members' Right to Advance Directives) of the Medi-Cal Contract, and any other requirements set forth therein.

3.3 ECM Core Service Components - Provider shall provide all core service components of ECM to each assigned Member, in compliance with PARTNERSHIP's policies and procedures, as follows:

3.3.1 Outreach and Engagement of PLAN Members into ECM.

3.3.2 Comprehensive Assessment and Care Management Plan, which shall include, but is not limited to:

- a. Engaging with each Member Authorized to receive ECM primarily through in-person contact;
 - i. When in-person communication is unavailable or does not meet the needs of the Member, Provider shall use alternative methods (including innovative use of telehealth) to provide culturally appropriate and accessible communication in accordance with Member choice.
- b. Identify necessary clinical and non-clinical resources that may be needed to appropriately assess Member health status and gaps in care, and may be needed to inform the development of an individualized Care Management Plan;
- c. Developing a comprehensive, individualized, person-centered Care Management Plan with input from the Member and their family members, legal guardians, AR, caregiver, and other authorized support persons as appropriate to assess strengths, risks, needs, goals and preferences and make recommendations for service needs;
- d. Incorporating into the Member's Care Management Plan identified needs and strategies to address those needs, including, but not limited to, physical and developmental health, mental health, dementia, SUD, LTSS, oral health, palliative care, necessary community-based and social services, and housing;
- e. Ensuring the Care Management Plan is reassessed at a frequency appropriate for the Member's individual progress or changes in needs and as identified in the Care Management Plan; and
- f. Ensuring the Care Management Plan is reviewed, maintained, and updated under appropriate clinical oversight.

3.3.3 Enhanced Coordination of Care, which shall include, but is not limited to:

- a. Organizing patient care activities, as laid out in the Care Management Plan, sharing information with those involved as a part of the Member's multi-disciplinary care team, and implementing activities identified in the Member's Care Management Plan;
- b. Maintaining regular contact with all Providers that are identified as being a part of the Member's multi-disciplinary care team, whose input is necessary for successful implementation of Member goals and needs;
- c. Ensuring care is continuous and integrated among all service providers and refers to and follows up with primary care, physical and developmental health, mental health, SUD treatment, LTSS, oral health, palliative care, necessary community-based and social services, including housing, as needed;
- d. Providing support to engage Member in their treatment including coordination for medication review and/or reconciliation, scheduling appointments, providing appointment reminders, coordinating transportation, accompaniment to critical appointments, and identifying and helping to address other barriers to Member engagement in treatment;
- e. Communicating the Member's needs and preferences timely to the Member's multi-disciplinary care team in a manner that ensures safe, appropriate, and effective person-centered care; and
- f. Ensuring regular contact with the Member and their family member(s), AR, guardian, caregiver, and/or authorized support person(s), when appropriate, consistent with the Care Management Plan.

3.3.4 Health Promotion, which shall adhere to federal care coordination and continuity of care requirements (42 CFR 438.208(b)) and shall include, but is not limited to:

- a. Working with Members to identify and build on successes and potential family and/or support networks;
- b. Providing services to encourage and support Members to make lifestyle choices based on healthy behavior, with the goal of supporting Members' ability to successfully monitor and manage their health; and
- c. Supporting the Member in strengthening skills that enable them to identify and access resources to assist them in managing their conditions and preventing other chronic conditions.

3.3.5 Comprehensive Transitional Care, which shall include, but is not limited to:

- a. Developing strategies to reduce avoidable Member admissions and readmissions across all Members receiving ECM;
- b. For Members who are experiencing or are likely to experience a care transition:
 - i. Developing and regularly updating a transition plan for the

Member;

- ii. Evaluating the Member's medical care needs and coordinating any support services to facilitate safe and appropriate transitions to, from and among treatment facilities, including admissions and discharges;
- iii. Tracking each Member's admission and discharge to or from an emergency department, hospital inpatient facility, skilled nursing facility, residential or treatment facility, incarceration facility, or other treatment center, and communicating with the appropriate care team members;
- iv. Coordinating medication review and reconciliation; and
- v. Providing adherence support and referral to appropriate services.

3.3.6 Member and Family Supports, which shall include, but are not limited to:

- a. Documenting Member's designated family members, AR, guardian, caregiver, and/or authorized support persons and ensuring all appropriate authorizations are in place to ensure effective communication between Provider, ECM Providers, the Member and/or their family members, guardian, caregiver, and/or authorized support persons, and PARTNERSHIP, as applicable;
- b. Ensuring all required authorizations are in place to ensure effective communication between ECM Providers, PARTNERSHIP, and the Member and their family members, AR, legal guardians, caregivers, and authorized support persons, as applicable;
- c. Activities to ensure the Member and their family members, AR, guardian, caregiver, and authorized support persons are knowledgeable about the Member's conditions, with the overall goal of improving the Member's care planning and follow-up, adherence to treatment, and medication management, in accordance with all Applicable Requirements, including, but not limited to, federal, state, and local privacy and confidentiality laws;
- d. Ensuring the Member's Lead Care Manager serves as the primary point of contact for the Member and their family members, AR, legal guardians, caregivers, and/or authorized support persons;
- e. Identifying supports needed for the Member and their family members, AR, legal guardians, caregivers, and authorized support persons to manage the Member's condition and assist them in accessing needed support services;
- f. Providing for appropriate education of the Member and their family members, AR, legal guardians, caregivers, and authorized support persons, as applicable, about care instructions for the Member; and
- g. Ensuring that the Member and their family members, AR, legal guardians,

caregivers, and authorized support persons, as applicable, have a copy of the Member's Care Management Plan and information about how to request updates.

3.3.7 Coordination of and Referral to Community and Social Support Services, which shall include, but is not limited to:

- a. Determining appropriate services to meet the needs of the Member, including services that address SDOH needs, such as housing, and services which maybe offered by PARTNERSHIP as Community Supports; and
- b. Coordinating and referring the Member to available community resources and following up with the Member to ensure services were rendered (i.e., "closed loop referrals").

3.4 Discontinuation of ECM

3.4.1 Provider shall notify PARTNERSHIP to discontinue ECM for a Member when any of the following circumstances are met:

- a. The Member has met all Care Plan goals for ECM;
- b. The Member is ready to transition to a lower level of care;
- c. The Member no longer wishes to receive ECM or is unresponsive or unwilling to engage; and/or
- d. Provider has not been able to connect with the Member after multiple attempts.

3.5 Consultation with Medical Director - Provider may at any time seek consultation with Medical Director on any matter concerning the treatment of the Member.

3.6 Facilities, Equipment and Personnel – Provider shall provide and maintain sufficient facilities, equipment, personnel, and administrative services to perform the duties and responsibilities as set forth in this Agreement and consistent with the Medi-Cal Contact, including, but not limited to, the ECM Provisions, and any other related DHCS guidance.

3.7 Provider Notice - Provider agrees to provide at least sixty (60) days notice to PARTNERSHIP prior to the opening of any new location and ninety (90) days prior to significantly changing capacity or Services furnished by Provider or the closing of any location.

3.8 Interpreter Services and Auxiliary Aids – Provider shall comply with language assistance standards developed pursuant to H&S Code section 1367.04 and provide interpreter services and Auxiliary Aids such as Telephone Typewriters (TTY)/Telecommunication Devices for the Deaf (TDD) and American Sign Language, as necessary for Members at all facilities. As a means to fulfill this requirement, Provider will access PARTNERSHIP's Interpretive Services, as appropriate (*Medi-Cal Contract Exhibit A, Attachment III, Provision 3.1.6.A.17*).

3.9 Nothing expressed or implied herein shall require the Provider to provide to or order on behalf of the Member, Services which, in the professional opinion of the Provider, are not Medically Necessary for the treatment of the Member's disease or disability.

3.10 Non-Discrimination

3.10.1 Provider shall comply with all laws and regulations applicable to its operations and to the provision of services hereunder. Provider shall not discriminate against Members on the basis of race, color, creed, religion, language, sex, gender, gender identity, gender expression, marital status, political affiliation, ancestry, sexual orientation, sexual preference, national origin, ethnic group identification, health status, age, physical or mental disability, medical condition (including cancer), genetic information, pregnancy, childbirth, or related medical conditions, veteran's status, income, source of payment, or identification with any other persons or groups defined in Penal Code 422.56, or status as a Member of PARTNERSHIP, or filing a complaint as a Member of PARTNERSHIP. Members may exercise their patient rights without adversely affecting how they are treated by Provider. Provider shall not condition treatment or otherwise discriminate on the basis of whether a Member has executed an advance directive. Provider shall fully comply with all Applicable Requirements that prohibit discrimination, including, but not limited to, Title I and II of the Age Discrimination Act of 1975, Section 504 of the Rehabilitation Act, of 1973, 45 C.F.R. Part 80 and 84, Title 28 CFR Part 36, Title IX of the Educational Amendments of 1973, California Government Code Sections 7405 and 11135, California Confidentiality of Medical Information Act at Civil Code Section 51 et seq., the Unruh Civil Rights Act, W&I Code section 14029.91, Title VI of the Civil Rights Act of 1964, 42 United States Code (USC) Section 2000(d), Section 1557 of the Patient Protection and Affordable Care Act, and all rules and regulations promulgated pursuant thereto. Discrimination includes, but is not limited to, denying any Member any Covered Service or availability of a facility; providing to a Member any Covered Service which is different, or is provided in a different manner or as a different time from that provided to other Members under this Agreement except where medically indicated; subjecting a Member to segregation or separate treatment in any manner related to the receipt of any Covered Service; restricting a Member in any way in the enjoyment of any advantage or privilege enjoyed by others receiving many Covered Services, treating a Member differently from others in determining whether he or she satisfied any admission, enrollment, quota, eligibility, membership, or other requirement or condition which individuals must meet in order to be provided any Covered Services; the assignment of times or places for the provision of services on the basis of the sex, race, color, religion, ancestry, national origin, creed, ethnic group identification, age, mental disability, physical disability, medical condition, genetic information, marital status, gender, gender identity, gender expression, sexual orientation, identification with any other persons or groups defined in Penal Code section 422.56, or any other protected category of the Members to be served; utilizing criteria or methods of administration which have the effect of subjecting individuals to discrimination; failing to make auxiliary aids available, or to make reasonable accommodations in policies, practices, or procedures, when necessary to avoid discrimination on the basis of disability; and failing to ensure meaningful access to programs and activities for Limited English Proficient (LEP) Members and potential Members.

3.10.2 For the purpose of this Section 3.10, genetic information includes the carrying of a gene, which may, under some circumstances, be associated with disability in that person's offspring, but which causes no adverse effects on the carrier. Such genes include, but are not limited to, Tay-Sachs trait, sickle-cell trait, Thalassemia trait, and X- linked hemophilia.

3.10.3 General Compliance – During the performance of this Agreement, Provider, its employees and agents, shall not unlawfully discriminate, deny benefits to, harass, or allow harassment against any employee or applicant for employment because of race, color, creed, religion, language, sex, gender, gender identity, gender expression, marital status, political affiliation, ancestry, sexual orientation, sexual preference, national origin, ethnic group identification, health status, age , physical or mental disability, medical condition (including cancer), genetic information, pregnancy, childbirth, or related medical conditions, veteran's status, income, source of payment, identification with any other persons or groups defined in Penal Code 422.56, or the use of family and medical care leave and pregnancy disability leave pursuant to state and federal law. Provider, its employees and agents, shall insure that the evaluation and treatment of its employees and applicants for employment are free of such discrimination and harassment. Provider, its employees and agents, shall comply with the provisions of the Fair Employment and Housing Act (Government Code, Section 12900 (a-f), and following) and the applicable regulations promulgated thereunder (California Code of Regulations, Title 2, Section 7285.0 and following), and the requirements of Exhibit E, Provision 1.28, Subsections A–F (*Equal Opportunity Employer*) of the Medi-Cal Contract, which are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Provider shall give written notice of its obligations under this clause to labor organizations with which it has a collective bargaining.

3.10.4 Provider shall include the nondiscrimination and compliance provisions of this Agreement in all subcontracts, if any, to perform work under the Agreement.

3.11 Quality Improvement and Utilization Management Programs

3.11.1 Provider will cooperate and participate in PARTNERSHIP's Quality Improvement and Utilization Management Programs and QIHETP, including and not limited to improving the quality of care and services and member experience, peer review and other activities required by PARTNERSHIP, the Governmental Agencies and any other regulatory and accrediting agencies and will comply with the policies and procedures associated with these Programs. Provider will cooperate with collection and evaluation of data for quality performance and agrees that PARTNERSHIP may use performance data for quality improvement activities. To facilitate PARTNERSHIP's Quality Improvement and Utilization Management Programs and QIHETP, PARTNERSHIP may conduct facility reviews, chart and access audits and focused reviews upon reasonable written notice to Provider. Provider shall comply with all final determinations rendered by PARTNERSHIP's QIHEC. Provider shall meet all quality management improvement requirements in this Agreement, the Medi-Cal Contract, Exhibit A, Attachment III, Section 2.2 (*Quality*

Improvement and Health Equity Transformation Program (QIHETP)), and any additional quality requirements set forth in associated guidance from DHCS for ECM.

3.11.2 In the event of underperformance by Provider in relation to its administration of ECM, DHCS may impose sanctions as described in the Medi-Cal Contract, Exhibit E, Section 1.19, (*Sanctions*).

- a. If PARTNERSHIP delegates Quality Improvement Activities, Provider and PARTNERSHIP will enter into a separate delegation agreement that contains the provisions stipulated in the Medi-Cal Contract.

SECTION 4 **REIMBURSEMENT, ACCOUNTS, REPORTING AND RECOVERIES FOR** **SERVICES**

4.1 **Payments** - The Parties acknowledge and agree that this Agreement contains full disclosure of the method and amount of compensation or other consideration to be received by Provider from PARTNERSHIP (*Medi-Cal Contract, Exhibit A, Attachment III, Provision 3.1.6.A.3 and Title 22, CCR, Sections 53250(e)(2) and 53867*).

4.2 **Claim Submission** – Provider will submit complete, timely, reasonable, and accurate claims or invoices, Provider data, Encounter Data and reports according to all regulatory requirements for all Services rendered to Medi-Cal Members as described in PARTNERSHIP's Provider Manual.

4.2.1 Provider shall submit claims for the provision of Services to PARTNERSHIP using the national standard specifications and code sets to be defined by DHCS.

4.2.2 In the event Provider is unable to submit claims to PARTNERSHIP for Services using the national standard specifications and DHCS-defined code sets, Provider shall submit an invoice to PARTNERSHIP with an excel spreadsheet with the minimum set of data elements (to be defined by DHCS) necessary for PARTNERSHIP to convert the invoice to an encounter for submission to DHCS.

4.3 **Timing of Payment** – Provider is eligible to receive payment when ECM is initiated for any given Member. If Provider is an individual or group practice or practices in shared health facilities, PARTNERSHIP shall pay 90 percent of all clean claims within thirty (30) days of date of receipt and 99 percent of all clean claims within ninety (90) days. The date of receipt shall be the date PARTNERSHIP receives the claim, as indicated by its date stamp on the claim. The date of payment shall be the date on the check or other form of payment.

4.4 **Timing of Claims or Invoices** - All claims or invoices for reimbursement of Services must be submitted to PARTNERSHIP as soon as possible, but no later than within three hundred and sixty-five (365) days from the date of Services. Claims or invoices received on the 366th day from the date of service will be denied. PARTNERSHIP will make no exceptions or pro-rated payments beyond the twelve (12) month billing limit.

4.5 Entire Payment - Provider will accept from PARTNERSHIP compensation as payment in full and discharge of PARTNERSHIP's financial liability. Services provided to Medi-Cal Members by Provider will be reimbursed as listed hereunder in those amounts set forth in this Agreement and in accordance with PARTNERSHIP's Provider Manual policies and procedures. Provider will look only to PARTNERSHIP for such compensation. PARTNERSHIP has the sole authority to determine reimbursement policies and methodology of reimbursement under this Agreement, which includes reduction of reimbursement rates if rates from the State to PARTNERSHIP are reduced by DHCS. Payment will be made in one or more or a combination of the following methodologies.

4.5.1 Fee-For-Service Payment (FFS) - PARTNERSHIP will reimburse Provider for ECM Services provided on a Per Enrollee Per Month basis as set forth in Attachment C of the Agreement for all properly documented ECM Services provided to Members, which have been properly authorized in accordance with PARTNERSHIP's Provider Manual. A summary enrollment report will accompany each payment identifying Members who are eligible for ECM Services for that month.

4.6 Medi-Cal Member Hold-Harmless – Provider agrees to hold harmless both the State and Members in the event PARTNERSHIP, or, if applicable, a Subcontractor or Downstream Subcontractor, cannot or will not pay for Services ordered, referred, or rendered by Provider pursuant to this Agreement (*Medi-Cal Contract, Exhibit A, Attachment III, Provision 3.1.6.A.13 and Title 22, CCR, Sections 53250(e)(6) and 53867*).

4.6.1 Provider agrees not to balance bill any Member (*DHCS Contract, Exhibit A, Attachment III, Provision 3.1.6.A.14*).

4.7 Member Billing - Provider will not submit claims to or demand or otherwise collect reimbursement from a Member, or from other persons on behalf of the Member, for any Service included under this Agreement and permitted by the Medi-Cal Contract. Provider may bill the Member for non-covered services if Member agrees in advance and in writing with signature affirming agreement that such services are not covered by PARTNERSHIP.

4.8 Coordination of Benefits - Medi-Cal is the payor of last resort recognizing Other Health Coverage as primary carrier. Provider must bill the primary carrier before billing PARTNERSHIP for reimbursement of ECM Services and will at no time seek compensation from Members. Provider has the right to collect all sums as a result of Coordination of Benefits efforts for Services provided to Members with Other Health Coverage.

4.8.1 The determination of liability will be in accordance with the usual procedures employed by the appropriate Governmental Agencies and applicable law, the Medi-Cal Provider Manual, and PARTNERSHIP's Provider Manual.

4.8.2 The authority and responsibility for Coordination of Benefits will be carried out in accordance Title 22, CCR, Section 51005, and the Medi-Cal Contract.

4.8.3 Provider will report to PARTNERSHIP the discovery of third party insurance coverage for a Medi-Cal Member within ten (10) days of discovery.

4.9 Third Party Liability - In the event that Provider provides Services to Medi-Cal Members for injuries or other conditions resulting from the acts of third parties, the State of California will have the right to recover from any settlement, award or recovery from any responsible third party the value of all Services which have been rendered by Provider pursuant to the terms of this Agreement.

4.9.1 Provider cooperate with the DHCS and PARTNERSHIP in their efforts to obtain information and collect sums due to the State of California as result of third party liability tort, including Workers' Compensation claims for Services.

4.10 Subcontracts

4.10.1 All subcontracts between Provider and Provider's subcontractors will be in writing and will be entered into in accordance with the requirements of the Medi-Cal Contract, Health and Safety Code Section 1340 et seq.; Title 10, CCR, Section 1300 et seq.; W & I Code Section 14200 et seq.; Title 22, CCR, Section 53000 et seq.; and applicable federal and State laws and regulations.

4.10.2 All subcontracts and their amendments will become effective only upon written approval by PARTNERSHIP and applicable Governmental Agencies and will fully disclose the method and amount of compensation or other consideration to be received by the subcontractor from Provider. Provider will notify Governmental Agencies and PARTNERSHIP when any subcontract is amended or terminates. Provider will make available to PARTNERSHIP and Governmental Agencies, upon request, copies of all agreements between Provider and subcontractor(s) for the purpose of providing Services.

4.10.3 All agreements between Provider and any subcontractor will require subcontractor to comply with the following:

a. Records and Records Inspection – The subcontractor will maintain and make available to Governmental Agencies, upon request, copies of all subcontracts, and will: (i) Make all premises, facilities, equipment, applicable books, records, contracts, computer, or other electronic systems related to this Agreement, available at all reasonable times for audit, inspection, examination, or copying by Governmental Agencies, including, but not limited to, DHCS, CMS, the DHHS Inspector General, the Comptroller General, DOJ, DMFEA, and DMHC, or their designees; (ii) Retain all records and documents for a minimum of ten (10) years from the final date of the Agreement period or from the date of completion of any audit, whichever is later. (*Medi-Cal Contract, Exhibit A, Attachment III, Provision 3.1.6, Subsections A.8), A.9), B.13), B.14).*) (

b. Surcharges – The subcontractor will not collect a Surcharge for Services for a Medi-Cal Member or other person acting on their behalf. If a Surcharge erroneously occurs, Subcontractor will refund the amount of such Surcharge to the Medi-Cal Member within fifteen (15) days of the occurrence and will notify PARTNERSHIP of the action taken. Upon notice of any Surcharge,

PARTNERSHIP will take appropriate action consistent with the terms of this Agreement to eliminate such Surcharge, including, without limitation, repaying the Medi-Cal Member and deducting the amount of the Surcharge and the expense incurred by PARTNERSHIP in correcting the payment from the next payment due to Provider.

- c. Notification – The subcontractor will notify relevant Governmental Agencies and PARTNERSHIP in the event the agreement with subcontractor is amended or terminated. Notice will be given in the manner specified in Section 10.4 Notices.
- d. Assignment – The subcontractor will agree that assignment or delegation of the subcontract will be void unless prior written approval is obtained from relevant Governmental Agencies and PARTNERSHIP.
- e. Transfer – The subcontractor will agree to assist PARTNERSHIP, or, if applicable, a Subcontractor or Downstream Subcontractor, in the transfer of Member's care in accordance with Exhibit E, Section 1.17 (*Phaseout Requirements*) of the Medi-Cal Contract, in the event of termination of the Medi-Cal Contract, or the termination of this Agreement, or the termination of the subcontract for any reason. (*Medi-Cal Contract, Exhibit A, Attachment III, Provision 3.1.6, Subsections A.11 and B.16*).

4.10.4 Additional Requirements – The subcontractor will agree to be bound by the provisions of Section 8.8, Survival of Obligations After Termination, and Section 6.5, Provider Indemnification.

4.11 Overpayments or Recoupment - Parties agree that there shall be a limit on recoupment of all overpayments by PARTNERSHIP and underpayments or denials to Provider of twelve (12) months from the date payment or denial was made to Provider. Further, Parties agree that no time limit will apply to any overpayment caused by fraud, waste, or misrepresentation on the part of Provider. Pursuant to 42 CFR § 438.608(d), PARTNERSHIP is required to annually report Provider overpayments to DHCS. Overpayment is any payment made to Provider by PARTNERSHIP to which Provider is not entitled under Title XIX of the Social Security Act.

- a. Provider will report all overpayments to PARTNERSHIP within sixty (60) days of becoming aware of an overpayment from PARTNERSHIP. Provider will repay all overpayments within forty five (60) calendar days of reporting such overpayment to PARTNERSHIP or within 45 days of a written or electronic notice from PARTNERSHIP of an overpayment, and notify PARTNERSHIP in writing of the reason for overpayment in accordance with Exhibit A, Attachment III, Provision 1.3.6 (*Treatment of Overpayment Recoveries*) of the Medi-Cal Contract and 42 CFR 438.608(d)(2). Pursuant to 42 CFR Section 438.608(d), PARTNERSHIP is required to annually report Provider overpayments to DHCS. Overpayment is any payment made to Provider by PARTNERSHIP to which the Provider is not entitled under Title XIX of the Social Security Act.
- b. If PARTNERSHIP identifies the overpayment, Provider will reimburse

PARTNERSHIP within thirty (30) Working Days of receipt of a timely written or electronic notice from PARTNERSHIP of an overpayment, unless Provider contests such overpayment within thirty (30) Working Days in writing and identifies the portion of the overpayment being contested and the specific reasons for contesting the overpayment.

- c. Notwithstanding any other provision of this Agreement, if DHCS recoups funds from PARTNERSHIP for services provided by Provider within 36 months from the date of payment to Provider, the parties agree to meet and confer regarding recoupment of payments made to Provider.
- d. Provider acknowledges and agrees that, in the event that PARTNERSHIP determines that an amount has been overpaid or paid in duplicate, or that funds were paid which were not due under this Agreement, PARTNERSHIP shall have the right to recover such uncontested amounts from Provider. If payment of uncontested recoupment is not received by PARTNERSHIP within sixty (60) days from PARTNERSHIP's mailing notice, PARTNERSHIP reserves the right to recoupment or offset from current or future amounts due from PARTNERSHIP to Provider.
- e. This right to recoupment or offset shall extend to any amounts due from Provider to PARTNERSHIP including, but not limited to, amounts due because of:
 - (i) Payments made under this Agreement that subsequently determined to have been paid at a rate that exceeds the payment required under this Agreement.
 - (ii) Payments made for Services provided to a Member that is subsequently determined to have not been eligible on the date of Service.
 - (iii) Unpaid Conlan reimbursement owed by Provider to Member. Refers to *Conlan v. Shewry, 2006*.

4.12 ECM Quality Improvement Program – At PARTNERSHIP'S sole discretion, PARTNERSHIP may implement an Enhanced Care Management Quality Improvement Program (“ECM QIP”) for eligible contracted ECM Providers.

- 4.12.1 At PARTNERSHIP's discretion, Provider will be eligible to participate in the ECM QIP, which is designed to adhere to the requirements of the DHCS CalAIM program. The Provider must be contracted with PARTNERSHIP within the calendar year to be eligible for participation. PARTNERSHIP will make available on its website, the ECM QIP program specifications which will further describe the requirements and measurements of the program each calendar year.
- 4.12.2 PARTNERSHIP will determine the funding amount for the ECM QIP during the normal annual PARTNERSHIP budgeting process each calendar year. PARTNERSHIP reserves the sole right to make modifications or changes to the program; including funding allocations and or to discontinue the program upon notice.

4.13 Audits. If DHCS, CMS or the DHHS Inspector General determines there is a reasonable possibility of Fraud, Waste, and Abuse, or similar risk, DHCS, CMS, or the DHHS Inspector General may inspect, evaluate, and audit Provider at any time. Upon resolution of a full investigation of Fraud, Waste, and Abuse, DHCS reserves the right to suspend or terminate Provider from participation in the Medi-Cal Program, seek recovery of payments made to Provider, impose other sanctions provided under the State Plan, and direct PARTNERSHIP to terminate the Agreement due to Fraud, Waste, and Abuse and/or a determination that Provider has not performed satisfactorily.

SECTION 5 **MEDICAL RECORDS**

5.1 Medical Record – Provider shall ensure that a medical record will be established and maintained for each Member who has received ECM Services. Each Member's medical record will be established upon the first visit to Provider. The record will contain information normally included in accordance with generally accepted practices and standards prevailing in the professional community.

- 5.1.1 Provider will facilitate the sharing of information with other ECM Providers in cases of referrals, subject to all applicable laws and professional standards regarding the confidentiality of medical records.
- 5.1.2 Provider will ensure records are available to authorized PARTNERSHIP personnel in order for PARTNERSHIP to conduct its Quality Improvement and Utilization Management Programs to the extent permitted by law.
- 5.1.3 Provider will ensure that medical records are legible.
- 5.1.4 Provider will maintain such records for at least ten (10) years from the close of the State's fiscal year in which this Agreement was in effect.

5.2 Records and Inspection Rights

- 5.2.1 Access to Records – Provider agrees to make all of its premises, facilities, equipment, books, records, Encounter Data, contracts, computer, and other electronic systems pertaining to the ECM Services ordered, referred, or rendered furnished under the terms of this Agreement, available for the purpose of an audit, inspection, evaluation, examination or copying, including but not limited to Access Requirements and State's Right to Monitor as set forth in Exhibit E, Provision 1.22, (*Inspection and Audit of Records and Facilities*) of the Medi-Cal Contract, as follows:
 - a. In accordance with inspections and audits, as directed by DHCS, CMS, U.S. DHHS Inspector General, the Comptroller General, Department of Justice (DOJ), DMHC, or their designees; and
 - b. At all reasonable times at Provider's place of business or at such other mutually agreeable location in California;

- c. For a term of at least ten (10) years from final date of the Agreement period or from the date of completion of any audit, whichever is later;
- d. If Governmental Agencies, including, but not limited to, DHCS, CMS or the DHHS Inspector General determines there is a reasonable possibility of fraud or similar risk, Governmental Agencies may inspect, evaluate, and audit Provider at any time. Upon resolution of a full investigation of fraud, DHCS reserves the right to suspend or terminate Provider from participation in the Medi-Cal program, seek recovery of payments made to Provider, impose other sanctions provided under the State Plan, and direct PARTNERSHIP to terminate the Agreement due to fraud (42 CFR 438.3(h)).
- e. PARTNERSHIP will pay for the cost of copying Records, \$0.10 per page, not to exceed \$20.00 per record. The ownership of Records will be controlled by applicable law and furnished under the terms of this Agreement. Upon request from PARTNERSHIP, Provider agrees to produce records within thirty (30) days of receipt of request.
- f. Provider shall permit PARTNERSHIP, Government Agencies and any other regulatory and accrediting agencies, with or without notice, during normal business hours, to interview employees, to inspect, audit, monitor, evaluate and review Provider's work performed or being performed hereunder, Provider's locations(s) (including security areas), information systems, software and documentation and to inspect, evaluate, audit and copy Records and any other books, accounts and materials relevant to the provisions of services under this Agreement.

5.2.2 Maintenance of Records – Provider will maintain all of its books and records in accordance with good business practices and generally accepted accounting principles for a term of at least ten (10) years from the final date of the Medi-Cal Contract period or from the date of completion of any audit, whichever is later.

- a. Records will include all encounter data, working papers, reports submitted to PARTNERSHIP, financial records, all medical records, medical charts and prescription files, and other documentation pertaining to medical and non-medical services rendered to Members for a term period of at least ten (10) years.
- b. Provider will retain all Records for a period of at least ten (10) years from the close of DHCS' fiscal year in which this Agreement was in effect.
- c. Provider's obligations set forth in this Section 5.2.2 will survive the termination of this Agreement, whether by rescission or otherwise.
- d. Provider will not charge the Member for the copying and forwarding of their medical records to another provider.

5.3 Records Related to Recovery for Litigation. Upon request by PARTNERSHIP, Provider

shall timely gather, preserve and provide to PARTNERSHIP, DHCS, CMS, DMFEA, and any authorized State or federal regulatory agencies, any records in Provider's possession, in accordance with Exhibit E, Section 1.27 (*Litigation Support*) of the Medi-Cal Contract in the form and manner specified by PARTNERSHIP, any information specified by PARTNERSHIP, subject to any lawful privileges, in Provider's possession, relating to threatened or pending litigation by or against PARTNERSHIP or DHCS. If Provider asserts that any requested documents are covered by a privilege, Provider shall: 1) identify such privileged documents with sufficient particularity to reasonably identify the document while retaining the privilege; and 2) state the privilege being claimed that supports withholding production of the document. Such request shall include, but is not limited to, a response to a request for documents submitted by any party in any litigation by or against PARTNERSHIP or DHCS. PARTNERSHIP acknowledges that time may be of the essence in responding to such request. Provider shall use all reasonable efforts to immediately notify PARTNERSHIP of any subpoenas, document production requests, or requests for records, received by Provider related to this Agreement.

5.4 Patient Confidentiality

- a. Notwithstanding any other provision of the Agreement, names of persons receiving public social services are confidential information and are to be protected from unauthorized disclosure in accordance with Title 42, CFR, Section 431.300 et. seq. and Section 14100.2, Welfare and Institutions Code and regulations adopted thereunder
- b. For the purpose of this Agreement, all information, records, data and data elements collected and maintained for the operation of the Agreement and pertaining to Members will be protected by Provider and his/her staff from unauthorized disclosure.
- c. Provider may release Medical Records in accordance with applicable law pertaining to the release of this type of information.
- d. With respect to any identifiable information concerning a Medi-Cal Member under this Agreement that is obtained by Provider, Provider: (1) will not use any such information for any purpose other than carrying out the express terms of the Agreement, (2) will promptly transmit to PARTNERSHIP all requests for disclosure of such information, (3) will not disclose except as otherwise specifically permitted by the Agreement, any such information to any party other than PARTNERSHIP or any Governmental Agency which is statutorily authorized to have oversight responsibilities, without prior written authorization specifying that the information is releasable under Title 42, CFR, Section 431.300 et. seq., Section 14100.2, Welfare and Institutions Code, and regulations adopted thereunder, (4) will, at the expiration or termination of the Agreement, return all such information to PARTNERSHIP or maintain such information according to written procedures sent by PARTNERSHIP as issued by Governmental Agencies for this purpose.
- e. Confidential Information - Provider and any subcontractors shall have policies and procedures in place to guard against unlawful disclosure of protected health information, private information, and any other confidential information to any unauthorized persons or entities.

- f. Minor Consent Services - With respect to Minor Consent Services, Provider is prohibited from disclosing any information relating to such services without the express consent of the minor Member.
- g. Sensitive Services - Notwithstanding any other provision of the Agreement, Provider will comply with all confidentiality requirements relating to the receipt of Sensitive Services, including, but not limited, those set forth in the CMIA.

SECTION 6 **INSURANCE AND INDEMNIFICATION**

- 6.1 Insurance - Throughout the term of this Agreement and any extension thereto, Provider will maintain appropriate insurance programs or policies as follows:
 - 6.1.1 Each individual participating Provider covered by this Agreement will secure and maintain, at its sole expense, liability insurance of at least One Million Dollars (\$1,000,000) per person per occurrence, and Three Million Dollars (\$3,000,000) in aggregate, including "tail coverage" in the same amount whenever claims made malpractice coverage is involved. Notification of PARTNERSHIP by Provider of cancellation or material modification of the insurance coverage or the risk protection program will be made to PARTNERSHIP at least thirty (30) days prior to any cancellation. Documents evidencing professional liability insurance or other risk protection required under this Subsection will be provided to PARTNERSHIP upon execution of this Agreement.
- 6.2 General Liability Insurance - In addition to Subsection 6.1 above, Provider will also maintain, at its sole expense, a policy or program of comprehensive liability insurance (or other risk protection) with minimum coverage including and no less than Three Hundred Thousand Dollars (\$300,000) per person for Provider's property, together with a combined Single Limit Body Injury and Property Damage Insurance of not less than Three Hundred Thousand Dollars (\$300,000). Documents evidencing such coverage will be provided to PARTNERSHIP upon request. Provider will arrange with the insurance carrier to have automatic notification of insurance coverage termination or modification given to PARTNERSHIP.
- 6.3 Workers' Compensation - Provider's employees will be covered by Workers' Compensation Insurance in an amount and form meeting all requirements of applicable provisions of the California Labor Code.
- 6.4 PARTNERSHIP Insurance - PARTNERSHIP, at its sole cost and expense, will procure and maintain a professional liability policy to insure PARTNERSHIP and its agents and employees, acting within the scope of their duties, in connection with the performance of PARTNERSHIP's responsibilities under this Agreement.
- 6.5 Provider Indemnification - Provider will indemnify, defend, and hold harmless Medi-Cal Members, the State of California, PARTNERSHIP, and their respective officers, agents, and employees from the following.

- a. Provider Claims - Any and all claims and losses accruing or resulting to Provider or any of its Subcontractors or any person, firm, corporation or other entity furnishing or supplying work, services, materials or supplies in connection with the performance of this Agreement.
- b. Third Party Claims - Any and all claims and losses accruing or resulting to any person, firm, corporation, or other entity injured or damaged by Provider, its agents, employees and Subcontractors, in the performance of this Agreement.
- c. Sanctions – Any and all sanctions imposed upon PARTNERSHIP by a State or Federal Agency as a result of Provider’s non-compliance with the terms and conditions of this Agreement.

6.6 PARTNERSHIP Indemnification - PARTNERSHIP will indemnify, defend, and hold harmless Provider, and its agents, and employees from any and all claims and losses accruing or resulting to any person, firm, corporation, or other entity injured or damaged by PARTNERSHIP, its officers, agents or employees, in the performance of this Agreement.

SECTION 7 **GRIEVANCES AND APPEALS**

7.1 Appeals and Grievances

- 7.1.1 The Parties acknowledge and agree that the PARTNERSHIP’s Provider Manual contains Provider’s right to submit an appeal or a grievance. Provider and PARTNERSHIP agree to and will be bound by the decisions of PARTNERSHIP appeal and grievance mechanisms. Provider is entitled to all protections afforded them under the Health Care Providers’ Bill of Rights, including, but not limited to, Provider’s right to access PARTNERSHIP’s dispute resolution mechanism and submit a grievance pursuant to H&S Section 1367(h)(1). (*Medi-Cal Contract, Exhibit A, Attachment III, Provision 3.1.6.A.20*).
- 7.1.2 Provider may file a formal provider grievance as outlined in the PARTNERSHIP appeal processes outlined in PARTNERSHIP’s Provider Grievance Policy, located in PARTNERSHIP’s Provider Manual.
 - a. A formal provider grievance may be filed in writing through United States postal service or in-person at any of PARTNERSHIP’s offices within forty-five (45) Working Days of the occurrence of the determination or action that is subject of the grievance. PARTNERSHIP has fifteen (15) Working Days from the date the grievance is received to resolve the grievance. If the resolution is not satisfactory to Provider, Provider may request a Provider Grievance Review Committee (PGRC) meeting. PARTNERSHIP and Provider will be advised of decision within ten (10) Working Days after the meeting is held.

7.1.3 Provider will cooperate with PARTNERSHIP in identifying, processing and resolving all Medi-Cal Member complaints and grievances in accordance with the PARTNERSHIP grievance procedure set forth in PARTNERSHIP's Provider Manual.

7.2 Responsibility.

7.2.1 It is the responsibility of PARTNERSHIP's Executive Director for maintenance, review, formulation of policy changes, and procedural improvements of the grievance system. The Executive Director will be assisted in this process by the staff Directors of Health Services and Provider Relations.

7.3 Dispute Resolution and Arbitration – All outstanding disputes, including disputes unable to be resolved through the Grievance Review Committee, shall be resolved through binding arbitration in accordance with the dispute resolution process outlined below (*Cal Health & Safety Code § 1367(h)(1)*). Notwithstanding the dispute resolution process, all disputes are subject to the provisions of the California Government Claims Act (Government Code § 905 et seq.).

7.3.1 Provider may only initiate arbitration proceedings involving UM decisions or claim denials based on lack of Medical Necessity, after the formal grievance process outlined in 7.1.1. and 7.1.2 has been completed, including review of the dispute by the Provider Grievance Committee.

7.3.2 Meet and Confer – The Parties agree to meet and confer within thirty (30) days of a written request by either party in an effort to resolve any dispute between them. At each meet and confer meeting, each Party shall be represented by persons at the Director level or higher who are authorized to enter into agreements resolving the dispute. Meet and confer discussions and all documents prepared for those discussions such as agendas, spreadsheets, chronologies and the like shall not be subject to discovery, offered as evidence or admitted in evidence in any proceeding. The Parties intend their meet and confer be protected to at least the same degree as they would be if they were conducted through a mediator. If the parties cannot settle the disputes between them, after completing the Meet and Confer process, the dispute shall be submitted, upon the motion of either party, to arbitration under the appropriate rules of the American Arbitration Association (AAA). All such arbitration proceedings will be administered by the AAA; however, the arbitrator will be bound by applicable state and federal law, and will issue a written opinion setting forth findings of fact and conclusions of law. The parties agree that all arbitration proceeding will take place in Sacramento County, California, that the appointed arbitrator will be encouraged to initiate hearing proceedings within thirty (30) days of the date of his/her appointment, and that the decision of the arbitrator will be final and binding as to each of them. The arbitrator shall not have the power to commit errors of law or legal reasoning, and the award may be vacated or corrected pursuant to California Code of Civil Procedure Sections 1286.2 or 1286.6 for such error. The arbitrator(s) shall have the power to grant all legal and equitable remedies available under California law, including, but not limited to, preliminary and permanent private injunctions, specific performance, reformation, cancellation, accounting and compensatory damages; provided, however, that the arbitrator(s)

shall not be empowered to award punitive damages, penalties, forfeitures or attorney's fees. Each party shall be responsible for their own attorney fees. The party against whom the award is rendered will pay any monetary award and/or comply with any other order of the arbitrator within sixty (60) days of the entry of judgment on the award, or take an appeal pursuant to the provisions of the California Civil Code.

- 7.3.3 **Administration and Arbitration Fees** - In all cases submitted to AAA, the parties agree to share equally the AAA administrative fee as well as the arbitrator's fee, if any, unless otherwise assessed by the arbitrator. The administrative fees will be advanced by the initiating party subject to final apportionment by the arbitrator in the award.
- 7.3.4 **Enforcement of Award** - The parties agree that the arbitrator's award may be enforced in any court having jurisdiction thereof by the filing of a petition to enforce said award. Costs of filing may be recovered by the party, which initiates such action to have an award enforced.
- 7.3.5 **Impartial Dispute Settlement** - Should the parties, prior to submitting a dispute to arbitration, desire to utilize other impartial dispute settlement techniques such as mediation or fact-finding, joint request for such services may be made to the AAA, or the parties may initiate such other procedures as they may mutually agree upon at such time.
- 7.3.6 **Initiation of Procedure** - Nothing contained herein is intended to create, nor will it be construed to create, any right of any Medi-Cal Member to independently initiate the arbitration procedure established in this Section. Further, nothing contained herein is intended to require arbitration of disputes regarding professional negligence between the Member and Provider.
- 7.3.7 **Administrative Disputes** - Notwithstanding anything to the contrary in this Agreement, any and all administrative disputes which are directly or indirectly related to an allegation of PCP malpractice may be excluded from the requirements of this Section.

7.4 **Peer Review and Fair Hearing Process** - A Provider determined to constitute a threat to the health, safety or welfare of Medi-Cal Members will be referred to PARTNERSHIP's Peer Review Committee. The Provider will be notified in writing of the Peer Review Committee's recommendation and advised of their rights to the Fair Hearing process. The Peer Review Committee can recommend to suspend, restrict, or terminate the provider affiliation, or to institute a monitoring procedure, or to implement continuing educational requirements.

SECTION 8 **TERM, TERMINATION, AND AMENDMENT**

The Parties acknowledge and agree the term of the Agreement, including the beginning, and end dates as well as methods of extension, renegotiation, phaseout, and termination are included in this Agreement (*Medi-Cal Contract Exhibit A, Attachment III, Provision 3.1.6.A.2 and Title 22, CCR, Sections 53250(c)(4) and 53867*).

- 8.1 **Initial Term and Renewal** - This Agreement will be effective as of the date indicated and will automatically renew at the end of one (1) year and annually thereafter unless terminated sooner as set forth below. Further, this Agreement is subject to DHCS approval and this Agreement will become effective only upon approval by DHCS in writing, or by operation of law where DHCS has acknowledged receipt of the Agreement, and has failed to approve or disapprove the proposed Agreement within sixty (60) calendar days of receipt (*Medi-Cal Contract, Exhibit E, Provision 1.10.C and Title 22, CCR, 53250(c)(3) and 53867*).
- 8.2 **Termination Without Cause** - Either party upon ninety (90) days prior written notice to the other party may terminate this Agreement without cause.
- 8.3 **Immediate Termination for Cause by PARTNERSHIP** - An immediate termination for cause made by PARTNERSHIP pursuant to this Section 8.3 will not be subject to the cure provisions specified in Section 8.4 Termination for Cause with Cure Period. PARTNERSHIP may terminate this Agreement immediately by written notice to Provider upon the occurrence of any of the following events:
 - 8.3.1 Any act for which Provider's license, certification, Controlled Substance Permit, medical staff membership or clinical privileges at a Hospital is revoked, suspended or restricted in a manner that might materially affect Provider's ability to provide Services; or
 - 8.3.2 A violation of any law or regulation that materially impairs Provider's ability to perform this Agreement
 - 8.3.3 Provider has breached a contractual agreement with DHCS to provide care to Medi-Cal beneficiaries that explicitly specifies inclusion on the Suspended and Ineligible Provider List as a consequence of the breach; or
 - 8.3.4 Provider's death or disability. As used in this Subsection, the term "disability" means any condition which renders Provider unable to carry out his/her responsibilities under this Agreement for more than forty-five (45) Working Days (whether or not consecutive) within any twelve (12) month period; or
 - 8.3.5 If PARTNERSHIP determines, pursuant to procedures and standards adopted in its UM/QI Programs, that Provider provided or arranged for the provision of Services to Medi-Cal Members which are not Medically Necessary or failed to provide or provided Services in a manner which violates the provisions of this Agreement or the requirements of PARTNERSHIP's Provider Manual; or
 - 8.3.6 If PARTNERSHIP determines that the continuation hereof constitutes a threat to

the health, safety or welfare of any Medi-Cal Member; or

8.3.7 Provider is unable to meet financial obligations as described in this Agreement; or
Provider closes his/her office and no longer provides Services; or

8.3.8 If Provider breaches Section 9.9, Marketing Activity and Patient Solicitation; or

8.3.9 Provider is convicted of a felony; or

8.3.10 Failure to maintain Provider's insurance as required by this Agreement; or

8.3.11 In the event Provider is suspended or excluded from participation in any federal or state health care program under Section 1128 or 1128A of the Social Security Act, including but not limited to, Medicare, Medi-Cal, or the Medicaid program in any state; or

8.3.12 Provider is convicted of a misdemeanor involving fraud, waste, and/or abuse of: a) of the Medi-Cal, Medicare, or any other government or commercial program, b) relating to a Member, or c) relating to the qualifications, functions, or duties of a Provider; or

8.3.13 If DHCS discontinues ECM or the ECM Provisions are no longer in effect; or

8.3.14 If PARTNERSHIP or DHCS determines that Provider has committed Fraud, Waste, or Abuse; or

8.3.15 If PARTNERSHIP or Governmental Agency determines that Provider has not performed satisfactorily.

8.4 Termination for Cause With Cure Period - In the event of a material breach by either party other than those material breaches set forth in Section 8.3, Immediate Termination for Cause by PARTNERSHIP of this Agreement, the non-breaching party may terminate this Agreement upon thirty (30) days written notice to the breaching party setting forth the reasons for such termination; provided, however, that if the breaching party cures such breach during the thirty (30) day period, then this Agreement will not be terminated because of such breach unless the breach is not subject to cure.

8.5 Continuation of Services Following Termination - Should this Agreement be terminated, Provider will, at PARTNERSHIP's option, continue to provide Services to Medi-Cal Members who are under the care of Provider for certain conditions set forth below at the time of termination until the Services being rendered to the Medi-Cal Members by Provider are completed, unless PARTNERSHIP has made appropriate provisions for the assumption of such Services by another physician and/or provider. Provider agrees to accept payment at the contract rate in place at the time of termination which shall apply for up to six months following termination of the Agreement, and agrees to adhere to PARTNERSHIP policies and procedures.

8.5.1 Continuation of Services Conditions:

a. An acute condition. An acute condition is a medical condition that involves

a sudden onset of symptoms due to an illness, injury, or other medical problem that requires prompt medical attention and that has a limited duration.

- b. A serious chronic condition. A serious chronic condition is a medical condition due to a disease, illness, or other medical problem or medical disorder that is serious in nature and that persists without full cure, worsens over an extended period, or requires ongoing treatment to maintain remission or prevent deterioration.
- c. A pregnancy. A pregnancy is the three trimesters of pregnancy and the immediate postpartum period. Post-partum period begins immediately after childbirth and extends for approximately six (6) weeks
- d. A terminal illness. A terminal illness is an incurable or irreversible condition that has a high probability of causing death within one year or less.
- e. The care of a newborn child between birth and age 36 months.
- f. Performance of a surgery or other procedure that is authorized by the plan as part of a documented course of treatment and has been recommended and documented by the provider to occur within 180 days of the contract's termination date.

8.6 Provider agrees to assist PARTNERSHIP in the transfer of care for Medi-Cal Members, pursuant to applicable provisions of the Medi-Cal Contract Exhibit E, Section 1.17, *(Phaseout Requirements)*, Subparagraph B, in the event of termination of this Agreement for any reason or in the event of the Medi-Cal Contract termination. (*Medi-Cal Contract, Exhibit A, Attachment III, Provision 3.1.6, Subsections A.11 and B.16*) Payment by PARTNERSHIP for the continuation of Services by Provider after the effective date of termination will be subject to the terms and conditions set forth in this Agreement including, without limitation, the compensation provisions herein. The costs to the Provider of photocopying such records will be reimbursed by the PARTNERSHIP at a cost of \$0.10 cents per page not to exceed \$20.00 per record.

8.7 Medi-Cal Member Notification Upon Termination - Notwithstanding Section 8.3, Immediate Termination for Cause by PARTNERSHIP, upon the receipt of notice of termination by either PARTNERSHIP or Provider, and in order to ensure the continuity and appropriateness of medical care to Medi-Cal Members Provider will notify Members that have had at least two visits in the previous six (6) months, thirty (30) days prior to the effective date of termination. PARTNERSHIP at its option, may immediately inform Medi-Cal Members of such termination notice. Such Medi-Cal Members will be required to select another ECM Provider prior to the effective date of termination of this Agreement.

8.8 Survival of Obligations After Termination -Termination of this Agreement will not affect any right or obligations hereunder which will have been previously accrued, or will thereafter arise with respect to any occurrence prior to termination. Such rights and obligations will continue to be governed by the terms of this Agreement. The following obligations of Provider will survive the termination of this Agreement regardless of the cause giving rise to termination and will be construed for the benefit of the Medi-Cal

Member: 1) Section 8.5, Continuation of Services Following Termination; 2) Section 4.10.3a Records and Records Inspection; 4.11 Overpayments or Recoupments; and, 3) Section 6.5, Provider Indemnification and 4) 4.7 Member Billing. Such obligations and the provisions of this Section will supersede any oral or written agreement to the contrary now existing or hereafter entered into between Provider and any Medi-CalMember or any persons acting on their behalf. Provider will assist PARTNERSHIP in the orderly transfer of Medi-Cal Members to the Participating Provider they choose or to whom they are referred. Furthermore, Provider shall assist PARTNERSHIP in the transfer of care as set forth in the Provider Manual, in accordance with the Phase-out Requirements set forth in the Medi-Cal Contract.

8.9 Access to Medical Records upon Termination - Upon termination of this Agreement and request by PARTNERSHIP, Provider will allow the copying and transfer of medical records of each Medi-Cal Member to the ECM Provider assuming the Medi-Cal Member's care at termination. Such copying of records will be at PARTNERSHIP's expense if termination was not for cause. PARTNERSHIP will continue to have access to records in accordance with the terms hereof.

8.10 Termination or Expiration of PARTNERSHIP's Medi-Cal Contract - In the event the Medi-Cal Contract terminates or expires, prior to such termination or expiration, Provider will allow DHCS and PARTNERSHIP to copy medical records of all Medi-Cal Members, at DHCS' expense, in order to facilitate the transition of such Medi-Cal Members to another health care system. Prior to the termination or expiration of the Medi-Cal Contract, upon request by DHCS, Provider assist DHCS in the orderly transfer of Medi-Cal Member's medical care by making available to DHCS copies of medical records, patient files, and any other pertinent information, including information maintained by any of Provider's subcontractors, necessary for efficient case management of Medi-Cal Members, as determined by DHCS. Costs of reproduction of all such medical records will be borne by DHCS. In no circumstances will a Medi-Cal Member be billed for this service. Termination will require sixty (60) days advance written notice of intent to terminate, transmitted by Provider to PARTNERSHIP by Certified U S Mail, Return Receipt Requested, addressed to the office of PARTNERSHIP, as provided in Section 9.3.2 of this Agreement.

8.11 Amendment – This Agreement may be amended at any time upon written agreement of both parties subject to review and approval by necessary Government Agencies, including as set forth in Exhibit A, Attachment III, Provision 3.1.2, Subsection A.2)Medi-Cal Contract.

8.11.1 PARTNERSHIP shall provide at least ninety (90) business days' notice of its intent to change a material term of this Agreement or a manual, policy, or procedure referenced in this Agreement, unless a change in state or federal law or regulations or any accreditation requirements of a private sector accreditation organization requires a shorter time frame for compliance, and Provider shall have the right to negotiate and agree to the change.

8.11.2 If Provider does not give written notice of termination within thirty (30) days, as authorized by Section 8, Provider agrees that any such amendment by PARTNERSHIP will be a part of the Agreement. If Provider does not agree to the amendment, Provider may term this Agreement in accordance with Section 8.2.

8.11.3 In the event a change in law, regulation, or the Medi-Cal Contract requires an amendment to this Agreement, Provider's refusal to accept such amendment will constitute reasonable cause for PARTNERSHIP to terminate this Agreement pursuant to the termination provisions hereof.

SECTION 9 **GENERAL PROVISIONS**

9.1 **Assignment** - Provider agrees that assignment or delegation of this Agreement will be void unless prior written approval is obtained from DHCS. (*Medi-Cal Contract, Exhibit A, Attachment III, Provision 3.1.6 Subsections B.5) and B.6), and Title 22, CCR, Sections 53250(e)(5) and 53867*).

9.2 **Severability** - If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof will remain in full force and effect and will in no way be affected, impaired, or invalidated as a result of such decision.

9.3 **Notices** - Any notice required or permitted to be given pursuant to this Agreement will be in writing addressed to each party at its respective last known address. Either party will have the right to change the place to which notice is to be sent by giving forty-eight (48) hours written notice to the other of any change of address.

9.3.1 Provider will notify DHCS in the event this Agreement is amended or terminated. Notice is considered given when properly addressed and deposited in the United States Postal Service as first class registered mail, postage attached (*Title 22, CCR, Sections 53250(e)(4) and 53867*). A copy of the written notice will also be mailed as first- class registered mail to:

Department of Health Care Services
Medi-Cal Managed Care Division
MS. 4407, P.O. Box 997413
Sacramento, CA 95899-74133
Attention: Contracting Officer

9.3.2 Provider will notify PARTNERSHIP at the address listed herein. Notice is considered given when properly addressed and deposited in the United States Postal Service as first class registered mail, postage attached to:

Partnership HealthPlan of California
Provider Relations Department
4665 Business Center Drive
Fairfield, CA 94534

9.3.3 PARTNERSHIP will notify Provider at the address listed herein. Notice is considered given when properly addressed and deposited in the United States Postal Service as first class registered mail, postage attached to the address indicated on

the signature page of this Agreement.

9.4 Entire Agreement - This Agreement, together with the Attachments, PARTNERSHIP's Provider Manual contains the entire agreement between PARTNERSHIP and Provider relating to the rights granted and the obligations assumed by this Agreement. Any prior agreement, promises, negotiations or representations, either oral or written, relating to the subject matter of this Agreement not expressly set forth in this Agreement are of no force or effect.

9.5 Headings - The headings of articles and paragraphs contained in this Agreement are for reference purposes only and will not affect in any way the meaning or interpretation of this Agreement.

9.6 Governing Law - This Agreement will be governed by and construed in accordance with all Applicable Requirements and all applicable laws and applicable regulations governing the Medi-Cal Contract, including but not limited to, the Knox-Keene Act, H&S Code Section 1340 *et seq.* (unless excluded under the Medi-Cal Contract); 28 CCR Section 1300.43 *et seq.*; W&I Code Sections 14000 and 142000 *et seq.*; and 22 CCR Sections 53800 *et seq.*, 22 CCR Sections 53900 *et seq.* (*Medi-Cal Contract, Exhibit A, Attachment III, Provision 3.1.6.A.4 and Title 22, CCR, Sections 53250(c) and 53867*). The validity, construction, interpretation and enforcement of this Agreement will be governed by the laws of the State of California, the United States of America, and the contractual obligations of PARTNERSHIP. PARTNERSHIP and Provider agree to comply with all applicable requirements of the DHCS Medi-Cal Managed Care Program, including but not limited to, all applicable federal and State Medicaid and Medi-Cal laws, regulations, sub-regulatory guidance, APLs and provisions of the Medi-Cal Contract. (*Medi-Cal Contract, Exhibit A, Attachment III, Provision 3.1.6.A.4*) Further, this Agreement is subject to the requirements of Titles XVIII and XIX of the Social Services Act and the regulations promulgated thereunder.

9.7 Affirmative Statement, Treatment Alternatives - Provider may freely communicate with Members regarding appropriate treatment options available to them, including medication treatment options, regardless of benefit coverage limitations.

9.8 Reporting Fraud, Waste and Abuse - Provider is responsible for reporting all cases of suspected Fraud, Waste and Abuse, as defined in 42 CFR, Section 455.2, where there is reason to believe that an incident of Fraud and/or Abuse has occurred by Medi-Cal Members, by PARTNERSHIP contracted physicians, or Provider within ten (10) days to PARTNERSHIP for investigation. Provider shall allow PARTNERSHIP to share such information with DHCS in accordance with the provisions of the PARTNERSHIP Provider Manual and Exhibit A, Attachment III, Provision 1.3.2, Subsection D (Contractor's Reporting Obligations) and Provision 1.3.2, Subsection D.6 (Confidentiality) of the Medi-Cal Contract.

9.9 Marketing Activity and Patient Solicitation - Provider will not engage in any activities involving the direct marketing of Eligible Beneficiaries without the prior approval of PARTNERSHIP and DHCS.

9.9.1 Provider will not engage in direct solicitation of Eligible Beneficiaries for enrollment,

including, but not limited to, door-to-door marketing activities, mailers and telephone contacts.

9.9.2 During the period of this Agreement and for a one year period after termination of this Agreement, Provider and Provider's employees, agents or subcontractors will not solicit or attempt to persuade any Medi-Cal Member not to participate in the Medi-Cal Managed Care Program or any other benefit program for which Provider render contracted Services to PARTNERSHIP Members.

9.9.3 In the event of breach of this Section 9.9, in addition to any other legal rights to which it may be entitled, PARTNERSHIP may at its sole discretion, immediately terminate this Agreement. This termination will not be subject to Section 8.4, Termination for Cause with Cure Period.

9.10 Nondisclosure and Confidentiality - Provider will not disclose the payment provisions of this Agreement except as may be required by law.

9.11 Proprietary Information - With respect to any identifiable information concerning a Case Managed Member that is obtained by Provider or its subcontractors, Provider and its subcontractors will not use any such information for any purpose other than carrying out the express terms of this Agreement; will promptly transmit to PARTNERSHIP all requests for disclosure of such information, except requests for medical records in accordance with applicable law; will not disclose any such information to any party other than Governmental Agencies without PARTNERSHIP's prior written authorization, except as specifically permitted by law, this Agreement, or PARTNERSHIP's Medi-Cal Contract with DHCS, specifying that the information is releasable by law as set forth in the Medi-Cal Contract; and, will, at expiration or termination of this Agreement, return all such information to PARTNERSHIP or maintain such information according to written procedures provided by PARTNERSHIP for this purpose.

9.12 Non-Exclusive Agreement - To the extent compatible with the provision of Services to Medi-Cal Members for which Provider accepts responsibility hereunder, Provider reserves the right to provide professional services to persons who are not Members including Eligible Beneficiaries. Nothing contained herein will prevent Provider from participating in any other prepaid health care program.

9.13 Counterparts - This Agreement may be executed in two (2) or more counterparts, each one (1) of which will be deemed an original, but all of which will constitute one (1) and the same instrument.

9.14 HIPAA & Protected Health Information - Health Insurance Portability Accountability Act. Section 1171(5)(e). PARTNERSHIP is required to comply with HIPAA standards. Provider is required to comply with HIPAA requirements and standards, the California Medical Information Act ("CMIA"), regarding the receipt, use and disclosure of Protected Health Information and Medical Information, and other obligations imposed by Regulatory Agencies, state laws applicable to the confidentiality of patients and medical information and to be in compliance with HIPAA standards as required by federal regulation.

a. The Agreement between Provider and PARTNERSHIP includes the use of

protected health information (PHI). PHI may be used for purposes of payment, treatment, and operations.

- b. Provider must protect PHI internally and within any organization with which Provider contracts for clinical or administrative services.
- c. Upon request, Provider must provide individuals with access to their PHI.
- d. If Provider identifies any inappropriate use of PHI or discovers a suspected security incident, breach, intrusion or unauthorized access, use or disclosure of Medi-Cal Member's PHI, Provider must notify PARTNERSHIP's Privacy Officer immediately.
- e. If this Agreement ends or is terminated, Provider agrees to continue to protect the PHI.

9.15 Compliance with Laws - Provider shall comply with all laws and regulations applicable to its operations and to the provision of Services hereunder. PARTNERSHIP shall inform Provider of prospective requirements added by State or federal law or DHCS related to the Medi-Cal Contract that impact obligations undertaken through this Agreement before the requirement would be effective, and Provider agrees to comply with the new requirements within 30 calendar days of the effective date, unless otherwise instructed by DHCS.

9.16 Compliance with Agreement – If PARTNERSHIP determines that Provider is in breach for failure to comply the terms of this Agreement, then PARTNERSHIP with good cause, upon written notice to Provider and in accordance with Section 8 of the Agreement may seek to impose an administrative and/or financial penalties against Provider and/or may seek to terminate the Agreement.

9.17 Corrective Action - PARTNERSHIP's written notice will outline the specific reasons, in PARTNERSHIP's determination, Provider is in non-compliance of this Agreement. Required actions for Provider to cure the breach will be set forth in the written notice. In the event Provider fails to cure those specific claims set forth by Partnership within thirty (30) days of the receipt of the notice, PARTNERSHIP reserves the right to impose an administrative and/or financial sanctions and/or penalties against Provider and up to and including termination of the Agreement immediately upon notice to Provider. Notice an administrative and/or financial sanction and/or penalty will include the following information:

- a. Effective date
- b. Detailed findings of non-compliance
- c. Reference to the applicable statutory, regulatory, contractual, PARTNERSHIP policy and procedures, or other requirements that are the basis of the findings
- d. Detailed information describing the sanction(s)
- e. Timeframes by which the organization or individual shall be required to

achieve compliance, as applicable

- f. Indication that PARTNERSHIP may impose additional sanctions if compliance is not achieved in the manner and time frame specified; and
- g. Notice of a contracted Provider's right to file a complaint (grievance) in accordance with PARTNERSHIP policy and procedure.

9.18 Sanctions – If, due to Provider's non-compliance with this Agreement, administrative or monetary sanctions are imposed on PARTNERSHIP by a state or federal agency, PARTNERSHIP reserves the right to pass through any financial sanctions to Provider, as solely determined by PARTNERSHIP.

9.19 No Waiver – No delay or failure by either party hereto to exercise any right or power accruing upon noncompliance or default by the other party with respect to any of the terms of this Agreement shall impair such right or power or be construed to be a waiver thereof. A waiver by either of the parties hereto of a breach of any of the covenants, conditions, or agreements to be performed by the other shall not be construed to be a waiver of any succeeding breach thereof or of any other covenant, condition, or agreement herein contained. Any information delivered, exchanged or otherwise provided hereunder shall be delivered, exchanged or otherwise provided in a manner which does not constitute a waiver of immunity or privilege under applicable law.

SECTION 10 **RELATIONSHIP OF PARTIES**

10.1 Overview - None of the provisions of this Agreement are intended, nor will they be construed to create, any relationship between the parties other than that of independent entities contracting with each other solely for the purpose of effecting the provisions of this Agreement; neither is this Agreement intended, except as may otherwise be specifically set forth herein, to create a relationship of agency, representation, joint venture or employment between the parties. Unless mutually agreed, nothing contained herein will prevent Provider from independently participating as a provider of services in any other health maintenance organization or system of prepaid health care delivery. In such event, Provider will provide written assurance to PARTNERSHIP that any contract providing commitments to any other prepaid program will not prevent Provider from fulfilling its obligations to Medi-Cal Members under this Agreement, including the timely provision of Services required hereunder and the maximum capacity allowed under the Medi-Cal Contract.

10.2 Oversight Functions - Nothing contained in this Agreement will limit the right of PARTNERSHIP to perform its oversight and monitoring responsibilities as required by applicable state and federal law, as amended. Provider will comply with all monitoring provisions in the Medi-Cal Contract and any monitoring requests by DHCS (*DHCS Contract, Exhibit A, Attachment III, Provision 3.1.6.B.11, 42 CFR 438.3(h) and Title 22, CCR, Sections 53250(e)(1) and 53867*).

10.3 Provider-Patient Relationship - This Agreement is not intended to interfere with the

professional relationship between any Medi-Cal Member and his or her Provider. Provider will be responsible for maintaining the professional relationship with Medi-Cal Members and are solely responsible to such Medi-Cal Members for all Services provided. PARTNERSHIP will not be liable for any claim or demand on account of damages arising out of, or in any manner connected with, any injuries suffered by the Medi-Cal Member resulting from the acts or omissions of Provider. Provider is allowed to freely communicate with Members regarding their health status, medical care and treatment options, alternative treatment, and medication treatment regardless of benefit coverage limitations. Members must be informed of risks, benefits and consequences of the treatment options, including the option of no treatment and make decisions about ongoing and future medical treatments. Provider must provide information regarding treatment options, including the option of no treatment in a culturally competent manner and consistent with the cultural competency, sensitivity, and diversity training as provided by the PARTNERSHIP. Health care professionals must ensure that patients with disabilities have effective communication throughout the health system in making decisions regarding treatment options.

ATTACHMENT A
INFORMATION REGARDING OFFICERS,
OWNERS, AND STOCKHOLDERS

List the names of the officers, owners, stockholders owning more than 5% of the stock issued by the physician, and major creditors holding more than 5% of the debt of the organization identified on the execution page of this Agreement. (This is a requirement of Title 22, CCR, Section 53250).

ATTACHMENT B
ECM SITE LOCATION(S)

List the site name(s), location(s) that apply to this Agreement. Add page if additional site information is applicable.

Tax Identification number: 94-6000528

Billing NPI: 1750466348

1. Site or ECM PROVIDER Name: Plumas County Behavioral Health _____

Address: 270 County Hospital Road, Ste 109
Quincy, CA 95971

County: Plumas

Phone number: 530-283-6307

Fax number: 530-283-6045

PHC # (internal use only): [Company: PHC #]

Tax Identification number: _____

Billing NPI: _____

2. Site or ECM PROVIDER Name: _____

Address: _____
Street

City _____ State _____ Zip Code _____ County _____
County: _____

Phone number: _____

Fax number: _____

PHC Number (internal use only) _____

ECM Service County(ies):

Contract# (internal use only):

ATTACHMENT C

ENHANCED CARE MANAGEMENT FEE SCHEDULE

ENHANCED CARE MANAGEMENT PROVIDER RATES

PLUMAS COUNTY BEHAVIORAL HEALTH

EFFECTIVE DATE:

ECM SERVICES

ECM services will be reimbursed on a per enrollee per month (PEPM) basis in accordance with the approved Treatment Authorization Request (TAR) on file.

Service	Rate	Frequency
ECM	\$ 400.00	PEPM
Successful Enrollment*	\$ 150.00	One Time

*Successful Enrollment bundled payment includes payment for unsuccessful member outreach attempts made by provider for members who did not enroll in the ECM program.

Reimbursement rates noted above apply to all applicable Medi-Cal procedure types except Medi-Cal procedure type X. PARTNERSHIP shall reimburse provider for Medi-Cal procedure type X in accordance with DHCS final policy guidance.

Refer to the Provider Manual for additional billing criteria at www.Partnershiphp.org

ATTACHMENT X

NETWORK PROVIDER MEDI-CAL REQUIREMENTS

This Attachment X sets forth the applicable requirements that are mandated by the DHCS Medi-Cal Contract with Partnership Healthplan (the “Medi-Cal Contract”), State and Federal laws and regulations and applicable All Plan Letters. Any citations in this Attachment are to the applicable sections of the Medi-Cal Contract or applicable law. This Attachment will automatically be modified to conform to subsequent changes in law or government program requirements. In the event of a conflict between this Attachment and any other provision of the Agreement, this Attachment will control with respect to Medi-Cal. Any capitalized term utilized in this Attachment will have the same meaning ascribed to it in the Agreement unless otherwise set forth in this Attachment. If a capitalized term used in this Attachment is not defined in the Agreement or this Attachment, it will have the same meaning ascribed to it in the Medi-Cal Contract.

1. The parties acknowledge and agree that this Agreement specifies the Covered Services to be ordered, referred, or provided under this Agreement. ((Medi-Cal Contract, Exhibit A, Attachment III, Provision 3.1.6, Subsections A.1) and B.1.)
2. The parties acknowledge and agree that the term of the Agreement, including the beginning and end dates as well as methods of extension, renegotiation, phaseout, and termination, are included in this Agreement. (Medi-Cal Contract, Exhibit A, Attachment III, Provision 3.1.6, Subsections A.2) and B.2.))
3. The parties acknowledge and agree that this Agreement contains full disclosure of the method and amount of compensation or other consideration to be received by Provider from PARTNERSHIP. (Medi-Cal Contract, Exhibit A, Attachment III, Provision 3.1.6, Subsections A.3) and B.3.))
4. This Agreement will be governed by and construed in accordance with all applicable laws and regulations governing the Medi-Cal Contract, including, but not limited to, the Knox-Keene Health Care Services Plan Act of 1975, Health and Safety Code Section 1340 et seq. (unless expressly excluded under the Medi-Cal Contract); 42 CFR section 438.230; 28 CCR Section 1300.43 et seq.; W&I Code Sections 14000 and 14200 et seq.; 22 CCR Sections 53800 et seq.; and 22 CCR Sections 53900 et seq. (Medi-Cal Contract, Exhibit A, Attachment III, Provision 3.1.6, Subsections A.4) and B.7.))
5. Provider shall comply with all applicable requirements of the DHCS Medi-Cal Managed Care Program, pertaining to the obligations and functions undertaken pursuant to the Agreement, including but not limited to, all applicable federal and State Medicaid and Medi-Cal laws, regulations, sub-regulatory guidance, All Plan Letters, and provisions of the Medi-Cal Contract. (Medi-Cal Contract, Exhibit A, Attachment III, Provision 3.1.6, Subsections A.5) and B.8.))
6. Provider must submit to PARTNERSHIP, either directly or through a designated subcontractor of PARTNERSHIP, complete, accurate, reasonable, and timely Encounter Data and Provider Data, and any other reports and data as needed by PARTNERSHIP, in order for PARTNERSHIP to meet its reporting requirements to DHCS. (Medi-Cal Contract, Exhibit A, Attachment III, Provision 3.1.6, Subsections A.6) and B.10.))

7. Provider will maintain and make available to DHCS, upon request, copies of all contracts it enters into related to ordering, referring, or rendering Covered Services under this Agreement, and will ensure that all such contracts are in writing. (Medi-Cal Contract, Exhibit A, Attachment III, Provision 3.1.6, Subsections A.7) and B.12).)

8. Provider agrees to make all of its premises, facilities, equipment, books, records, contracts, computer, and other electronic systems pertaining to the obligations and functions undertaken pursuant to the Agreement, available for the purpose of an audit, inspection, evaluation, examination or copying, as set forth in Medi-Cal Contract, Exhibit E, Provision 1.22 (*Inspection and Audit of Records and Facilities*) as follows:

(a) In accordance with inspections and audits, as directed by DHCS, CMS, Department of Health and Human Services (DHHS) Inspector General, the Comptroller General, Department of Justice (DOJ), Attorney General's Division of Medi-Cal Fraud and Elder Abuse (DMFEA), Department of Managed Health Care (DMHC), DHCS's External Quality Review Organization contractor, or their designees; and (b) At all reasonable times at Provider's place of business or at such other mutually agreeable location in California; (c) In a form maintained in accordance with the general standards applicable to such book or record keeping; (d) For a term of at least ten (10) years from final date of the Medi-Cal Contract period or from the date of completion of any audit, whichever is later; (e) Including all Encounter Data in accordance with good business practices and generally accepted accounting principles for a term of at least ten (10) years from the final date of the Medi-Cal Contract period or from the date of completion of any audit, whichever is later; (Medi-Cal Contract, Exhibit A, Attachment III, Provision 3.1.6, Subsections A.8), A.9), B.13) and B.14); Medi-Cal Contract, Exhibit E, Provision 1.22).)

9. Provider shall timely gather, preserve and provide to DHCS, CMS, Attorney General's Division of Medi-Cal Fraud and Elder Abuse (DMFEA), and any authorized State or federal regulatory agencies, any records in Provider's possession, in accordance with the Medi-Cal Contract, Exhibit E, Section 1.27 (Litigation Support). (Medi-Cal Contract, Exhibit A, Attachment III, Provision 3.1.6, Subsections A.10) and B.15).)

10. Provider must assist PARTNERSHIP as applicable in the transfer of the Member's care as needed, and in accordance with Exhibit E, Section 1.17 (*Phaseout Requirements*) of the Medi-Cal Contract, in the event of Medi-Cal Contract termination for any reason. (Medi-Cal Contract, Exhibit A, Attachment III, Provision 3.1.6, Subsections A.11) and B.16).)

11. Specification that this Agreement will be terminated, or subject to other remedies, if DHCS or PARTNERSHIP determine that Provider has not performed satisfactorily. (Medi-Cal Contract, Exhibit A, Attachment III, Provision 3.1.6, Subsection A.12).)

12. Provider will hold harmless both the State and Members in the event PARTNERSHIP or, if applicable a Subcontractor or Downstream Subcontractor, cannot or will not pay for Covered Services ordered, referred, or rendered by Provider pursuant to this Agreement. (Medi-Cal Contract, Exhibit A, Attachment III, Provision 3.1.6, Subsections A.13) and B.18).)

13. Provider shall not bill a Member for Medi-Cal Covered Services. (Medi-Cal Contract, Exhibit A, Attachment III, Provision 3.1.6, Subsection A.14).)

14. PARTNERSHIP will inform Provider of prospective requirements added by federal or State law or DHCS related to the Medi-Cal Contract that impact obligations and functions undertaken

pursuant to the Agreement before the requirement is effective, and Provider agrees to comply with the new requirements within 30 calendar days of the effective date, unless otherwise instructed by DHCS. (Medi-Cal Contract, Exhibit A, Attachment III, Provision 3.1.6, Subsections A.15) and B.22.)

15. Provider must ensure that cultural competency, sensitivity, Health Equity, and diversity training is provided for Provider's staff at key points of contact with Members. (Medi-Cal Contract, Exhibit A, Attachment III, Provision 3.1.6, Subsections A.16) and B.24).)

16. Provider must provide interpreter services for Members and comply with language assistance standards developed pursuant to H&S Code section 1367.04. (Medi-Cal Contract, Exhibit A, Attachment III, Provision 3.1.6, Subsections A.17) and B.25).)

17. Provider must notify PARTNERSHIP, and Provider's Subcontractor or Downstream Subcontractor, within ten Working Days of any suspected Fraud, Waste, or Abuse and a provision that allows PARTNERSHIP to share such information with DHCS in accordance with Exhibit A, Attachment III, Subsection 1.3.2.D (Contractor's Reporting Obligations) and Subsection 1.3.2.D.6 (Confidentiality). (Medi-Cal Contract, Exhibit A, Attachment III, Provision 3.1.6, Subsections A.18) and B.26).)

18. Network Provider must report to PARTNERSHIP, or PARTNERSHIP's Subcontractor or Downstream Subcontractor, when it has received an Overpayment; return the Overpayment to PARTNERSHIP, or PARTNERSHIP's Subcontractor or Downstream Subcontractor, within 60 calendar days of the date the Overpayment was identified; and notify PARTNERSHIP, or PARTNERSHIP's Subcontractor or Downstream Subcontractor, in writing of the reason for the Overpayment in accordance with Exhibit A, Attachment III, Subsection 1.3.6 (Treatment of Overpayment Recoveries) and 42 CFR section 438.608(d)(2). (Medi-Cal Contract, Exhibit A, Attachment III, Provision 3.1.6, Subsections A.19) and B.27).)

19. The parties confirm Provider's right to all protections afforded to Provider under the Health Care Providers' Bill of Rights, as set forth in Health and Safety Code Section 1375.7, including, but not limited to, Provider's right to access PARTNERSHIP's dispute resolution mechanism and submit a grievance pursuant to Health and Safety Code Section 1367(h)(1). (Medi-Cal Contract, Exhibit A, Attachment III, Provision 3.1.6, Subsection A.20).)

20. To the extent applicable, Provider must comply with 22 CCR sections 53866, 53220, and 53222 with regard to the submission and recovery of claims for services provided under the Medi-Cal Contract. (Medi-Cal Contract, Exhibit A, Attachment III, Provision 3.3.6.)

21. Provider agrees to receive training from PARTNERSHIP and receive notice from PARTNERSHIP of any changes to PARTNERSHIP's Grievance and Appeals policies and procedures. (Medi-Cal Contract, Exhibit A, Attachment III, Provision 4.6, Subsection I.)

22. Provider must maintain grievance logs that include all required information set forth in 42 CFR section 438.416 and 22 CCR section 53858(e). Provider must submit those grievance logs to PARTNERSHIP so PARTNERSHIP can meet its reporting obligations to DHCS. (Medi-Cal Contract, Exhibit A, Attachment III, Provision 4.6.8, Subsection A.)

23. Provider agrees to comply with the network adequacy and network ratio requirements per the Medi-Cal Contract. In the event Provider fails to meet network adequacy standards as set forth in

APL 21-006, PARTNERSHIP shall impose a corrective action plan and issue sanctions. (Medi-Cal Contract, Exhibit A, Attachment III, Provision 5.2.13, Subsection D.)

24. This Agreement and any amendment thereto will become effective only upon approval by DHCS in writing, or by operation of law where DHCS has acknowledged receipt of the Agreement, and has failed to approve or disapprove the proposed Agreement with sixty (60) calendar days of receipt, as set forth in the Medi-Cal Contract, Exhibit A, Attachment III, Provision 3.1.2, Subsection A.2.)

25. This Agreement and all information received from Provider in accordance with the requirements under the Medi-Cal Contract shall become public record on file with DHCS, except as specifically exempted in statute. The names of the officers and owners of Provider, stockholders owning more than 5 percent of the stock issued by Provider and major creditors holding more than 5 percent of the debt of Provider will be attached to the Agreement at the time the Agreement is presented to DHCS. (Medi-Cal Contract, Exhibit A, Attachment III, Provision 3.1.12.; Welfare & Institutions Code 14452.)

26. Provider shall notify PARTNERSHIP and DHCS within ten (10) calendar days of discovery that any third party may be liable for reimbursement to PARTNERSHIP and/or DHCS for Covered Services provided to a Plan Member, such as for treatment of work related injuries or injuries resulting from tortious conduct of third-parties. Provider is precluded from receiving duplicate payments for Covered Services provided to Plan Members. If this occurs, Provider may not retain the duplicate payment. Once the duplicate payment is identified, Provider must reimburse PARTNERSHIP. If Provider fails to refund the duplicate payment, PARTNERSHIP may offset payments made to Provider to recoup the funds. (APL 21-007; Welfare & Institutions Code 14124.70 – 14124.791). Notice shall be provided to DHCS in accordance with Exhibit E, Provision 1.26, Subsection C of the Medi-Cal Contract.

27. Provider will immediately report to PARTNERSHIP the discovery of a security incident, breach or unauthorized access of Medi-Cal Member protected health information (as defined in 45 CFR 160.103) or personal information (as defined in California Civil Code Section 1798.29). (Medi-Cal Contract, Exhibit G.)

28. Provider agrees to provide PARTNERSHIP with the disclosure statement set forth in 22 CCR 51000.35, prior to commencing services under this Agreement. This Agreement and all information received from Provider in accordance with the subcontract requirements under the Medi-Cal Contract shall become public record on file with DHCS, except as specifically exempted in statute. The names of the officers and owners of Provider, stockholders owning more than 5 percent of the stock issued by Provider and major creditors holding more than 5 percent of the debt of Provider will be attached to the Agreement at the time the Agreement is presented to DHCS. (Medi-Cal Contract, Exhibit A, Attachment III, Provision 3.1.12.)

29. Provider must be enrolled (and maintain enrollment) in the Medi-Cal Program through DHCS in accordance with its provider type. Provider shall provide verification of enrollment as well as a copy of the executed Medi-Cal Provider Agreement (DHCS Form 6208) between Provider and DHCS, if applicable. In the event PARTNERSHIP assisted Provider with the enrollment process, Provider consents to allow DHCS and PARTNERSHIP share information relating to the Provider application and eligibility, including but not limited to issues related to program integrity. Provider's enrollment documentation must be made available to DHCS, CMS or other authorized Governmental Agencies upon request. (APL 22-013; 42 CFR 438.602(b).)

30. Provider, and Provider's employees, officers and directors, shall comply with the conflict

of interest requirements set forth in Exhibit H of the Medi-Cal Contract. (Medi-Cal Contract, Exhibit H, Provision A.)

31. Provider must make available to Members the clinical criteria used in assessing Medical Necessity for Covered Services. (Medi-Cal Contract, Exhibit A, Attachment III, Provision 2.3, Subsection E.)

32. Provider must have systems in place to track and monitor referrals requiring prior authorization and must furnish documentation of such referrals to PARTNERSHIP and DHCS upon request. (Medi-Cal Contract, Exhibit A, Attachment III, Provision 2.3, Subsection H.)

33. Provider represents and warrants that Provider and its affiliates are not debarred, suspended, or otherwise excluded from participating in procurement activities under the Federal Acquisition Regulation or from participating in nonprocurement activities under regulations issued under Executive Order No. 12549 or guidelines implementing Executive Order No. 12549. Further, Provider represents and warrants that Provider is not excluded from participation in any health care program under section 1128 or 1128A of the Social Security Act. (42 CFR 438.610.)

34. The parties acknowledge that this Agreement and any amendments thereof shall become effective only upon approval by DHCS. (Medi-Cal Contract, Exhibit A, Attachment III, Provision 3.1.2.B and Subsection 3.1.6.B.4.)

35. Provider agrees that assignment or delegation of this Agreement and any related subcontract will be void unless prior written approval is obtained from DHCS. (Medi-Cal Contract, Exhibit A, Attachment III, Provision 3.1.6, Subsections B.5 and B.6.)

36. Provider will comply with all monitoring provisions in the Medi-Cal Contract and any monitoring requests by DHCS. (Medi-Cal Contract, Exhibit A, Attachment III, Provision 3.1.6, Subsection B.11.).

37. Provider shall notify DHCS in the event this Agreement is amended or terminated for any reason. Notice is considered given when properly sent via the United States Postal Service as first-class registered mail to the address listed below, or when sent via email to DHCS at the email address designated by DHCS. (Medi-Cal Contract, Exhibit A, Attachment III, Provision 3.1.6, Subsection B.17.).

Department of Health Care Services
Managed Care Operations Division
MS 4407
P.O. Box 997413
Sacramento, CA 95899-7413
Attention: DHCS Contract Manager

38. Provider must inform its subcontractors taking on delegated PARTNERSHIP functions of prospective requirements added by State or federal law or DHCS related to the Medi-Cal Contract that impact obligations and functions undertaken through the subcontract before the requirement would be effective, and the subcontractors must comply with the new requirements within 30 calendar days of the

effective date, unless otherwise instructed by DHCS. (Medi-Cal Contract, Exhibit A, Attachment III, Provision 3.1.6, Subsection B.23.)

39. Provider agrees and acknowledges that DHCS is a direct beneficiary of the Agreement with respect to all obligations and functions undertaken pursuant to this Agreement and that DHCS may directly enforce any and all provisions of the Agreement. (Medi-Cal Contract, Exhibit A, Attachment III, Provision 3.1.6, Subsection B.29.).)

40. Provider agrees that in the event Provider delegates its duties under this Agreement to a third party, the third party will be a Downstream Subcontractor. Provider must enter into a written agreement with the Downstream Subcontractor and ensure the written agreement contains the provisions set forth in this Exhibit and all other requirements under the Agreement and the Medi-Cal Contract that are applicable to the specific obligations and functions that Provider delegates to the Downstream Subcontractor. (Medi-Cal Contract, Exhibit A, Attachment III, Provision 3.1.6, Subsection B.).)

41. Provider agrees to all remedies specified by the Agreement and the Medi-Cal Contract, including, but not limited to, revocation of delegated functions, imposition of corrective actions, and imposition of financial sanctions, in instances where DHCS or PARTNERSHIP determine Provider has not performed satisfactorily. Provider acknowledges that PARTNERSHIP must, upon discovery of Provider's noncompliance with the terms of the Agreement or any Medi-Cal requirements, report any significant instances (i.e., in terms of gravity, scope and/or frequency) of noncompliance, imposition of corrective actions, or financial sanctions pertaining to the obligations under the Medi-Cal Contract to DHCS within three Working Days of the discovery or imposition. (DHCS APL 23-006.)

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EXHIBIT 1
PROVIDER OR PROVIDER GROUP DELEGATION AGREEMENT

(intentionally left blank unless provider is delegated for ECM services)

Providers delegated will be required to execute a separately attached Delegation Agreement.



**PLUMAS COUNTY
BUILDING DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Michael Coelho, Director of Building Services

MEETING DATE: February 18, 2025

SUBJECT: Approve and authorize Building Department to recruit and fill, funded and allocated, vacant one (1) FTE Building PlanCheck Inspector due to retirement; (General Fund Impact) as approved in (FY24/25) recommended budget.

Recommendation:

Approve and authorize Building Department to recruit and fill, funded and allocated, vacant one (1) FTE Building PlanCheck Inspector due to retirement; (General Fund Impact) as approved in (FY24/25) recommended budget.

Background and Discussion:

The person currently in this position is retiring in April 2025, and we need to fill this position before he leaves in order for him to train any incoming hire.

EXAMPLES OF DUTIES • Intakes, processes, reviews, and checks assigned residential building submittals and plans for compliance with building codes, ordinances, and proper construction requirements. • Identifies potential safety and structural failures and alteration needs. • Calculates foundation, stress, square footage, and support requirements for plan checks. • Prepares lists of corrections for plans and specifications. • Prepares written communication and documentation, explains and interprets applicable codes and ordinances for contractors and the general public. • Approves, processes, and issues residential building permits. • Performs the full range of Building Inspection responsibilities to determine compliance with applicable codes and ordinances as assigned; responds to correspondence regarding residential building plans, specifications, and code compliance. • Issues notices of non-compliance with safety and structural standards and applicable ordinances. • Maintains meticulous records and files. • Provides general information about structural and code requirements to interested persons, collects monies and fees for permits. • May provide lead direction for staff in the absence of the Assistant Building Official and Senior PlanCheck Inspector.

Action:

Approve and authorize Building Department to recruit and fill, funded and allocated, vacant one (1) FTE Building PlanCheck Inspector due to retirement; (General Fund Impact) as approved in (FY24/25) recommended budget.

Fiscal Impact:

(General Fund Impact) as approved in (FY24/25) recommended budget.

Attachments:

1. Building PlanCheck Inspector job description
2. Critical Staffing Questionnaire
3. BUILDING Department-Organizational Chart

BUILDING PLANCHECK INSPECTOR

DEFINITION

Under direction of the Assistant Building Official, to intake and check residential building submittals plans and specifications for compliance with building codes and ordinances; to prepare correction lists and maintain accurate activity reports; to process approve and issue building permits; to perform the full range of residential life-safety plan review and building inspection functions; to answer questions regarding code enforcement and structural and life-safety requirements for the public, architects, contractors and engineers; and to do related work as required.

DISTINGUISHING CHARACTERISTICS

This is a specialized customer service classification for positions assigned to perform residential building processing plan checking and review, as well as residential field inspections in the Building Division. This classification works autonomously to provide the highest level of personalized customer counter, plan check, written and oral communication, and inspection services for residential customers. As requisite knowledge, qualifications, and experience is gained and work skills are demonstrated, an incumbent can reasonably expect promotion to the next higher class of Senior PlanCheck Inspector.

REPORTS TO

Assistant Building Official, Director of Planning and Building and Senior PlanCheck Inspector.

CLASSIFICATIONS DIRECTLY SUPERVISED

None, but may provide lead direction.

BUILDING PLANCHECK INSPECTOR - 2

EXAMPLES OF DUTIES

- Intakes, processes, reviews, and checks assigned residential building submittals and plans for compliance with building codes, ordinances, and proper construction requirements.
- Identifies potential safety and structural failures and alteration needs.
- Calculates foundation, stress, square footage, and support requirements for plan checks.
- Prepares lists of corrections for plans and specifications.
- Prepares written communication and documentation, explains and interprets applicable codes and ordinances for contractors and the general public.
- Approves, processes, and issues residential building permits.
- Performs the full range of Building Inspection responsibilities to determine compliance with applicable codes and ordinances as assigned; responds to correspondence regarding residential building plans, specifications, and code compliance.
- Issues notices of non-compliance with safety and structural standards and applicable ordinances.
- Maintains meticulous records and files.
- Provides general information about structural and code requirements to interested persons, collects monies and fees for permits.
- May provide lead direction for staff in the absence of the Assistant Building Official and Senior PlanCheck Inspector.

TYPICAL PHYSICAL REQUIREMENTS

Sit for extended periods; frequently stand and walk; normal manual dexterity and eye-hand coordination; ability to climb, stoop, crouch and kneel; crawl through various areas, including under floor and attic areas, requiring moving on hands and knees; walk on sloped ground and uneven surfaces; lift and move object weighing up to 25 pounds; corrected hearing and vision to normal range; verbal communication; use of office equipment including computers, telephones, calculators, copiers, and FAX.

TYPICAL WORKING CONDITIONS

Work is performed in office, outdoor, and driving environments; work is performed in varying temperatures; exposure to dust, chemicals, and gases; exposure to dampness, exposure to insects; exposure to hazards such as moving machinery parts, electrical current; continuous contact with staff and the public.

BUILDING PLANCHECK INSPECTOR – 3

KNOWLEDGE OF

- Practices, tools, equipment, and, materials used in the general construction trade.
- Federal, State, and local codes and ordinances related to residential building construction and structural requirement.
- Accepted safety standards and methods of building construction.
- Qualities of various construction materials.
- Building and related codes and ordinances enforceable by the County.
- Residential building plans and specifications and submittal requirements.
- Building inspections methods and techniques.
- Principles of mathematics related to residential building plan review and checking.

ABILITY TO

- Provide the highest level of personalized customer service.
- Intake, process, and issue building permits using permit computer software.
- Schedule and manage assigned residential permit projects through completion.
- Perform building plan checks and reviews.
- Perform residential building inspections, enforce codes and ordinances, and examine workmanship and materials.
- Detect deviations from laws, regulations, and standards construction practices.
- Apply technical knowledge of building trades work.
- Read, interpret and explain residential building plans, specifications and building codes.
- Make arithmetical calculations quickly and accurately
- Communicate effectively both orally and in writing.
- Provide advice on standard construction methods and requirements.
- Prepare clear and concise written reports and correspondence.
- Maintain thorough and meticulous project records.
- Deal tactfully and courteously with the public.
- Establish and maintain cooperative working relationships.
- Provide lead direction for staff.

BUILDING PLANCHECK INSPECTOR – 4

Training and Experience: Any combination of training and experience which would likely provide the required knowledge and abilities is qualifying. A typical way to obtain the required knowledge and abilities would be:

- ❖ I.C.C. certification as “Building Plans Examiner”, or equivalent; **and** I.C.C. certification as “Residential Combination Inspector”, or equivalent; (per CA H & S Code Sec 18949.25-31)

And

- ❖ Two (2) years experience as a Residential Inspector and/or Building Plan Checker or equivalent employed within a building jurisdiction.

SPECIAL REQUIREMENTS

Valid I.C.C. (or equivalent) Certificates as “Building Plans Examiner and Residential Inspector” (per CA H & S Code Sec 18949.25-31) must be maintained throughout employment.

Must possess a valid driver’s license at time of application and a valid California Drivers License by the time of appointment. The valid California License must be maintained throughout employment.

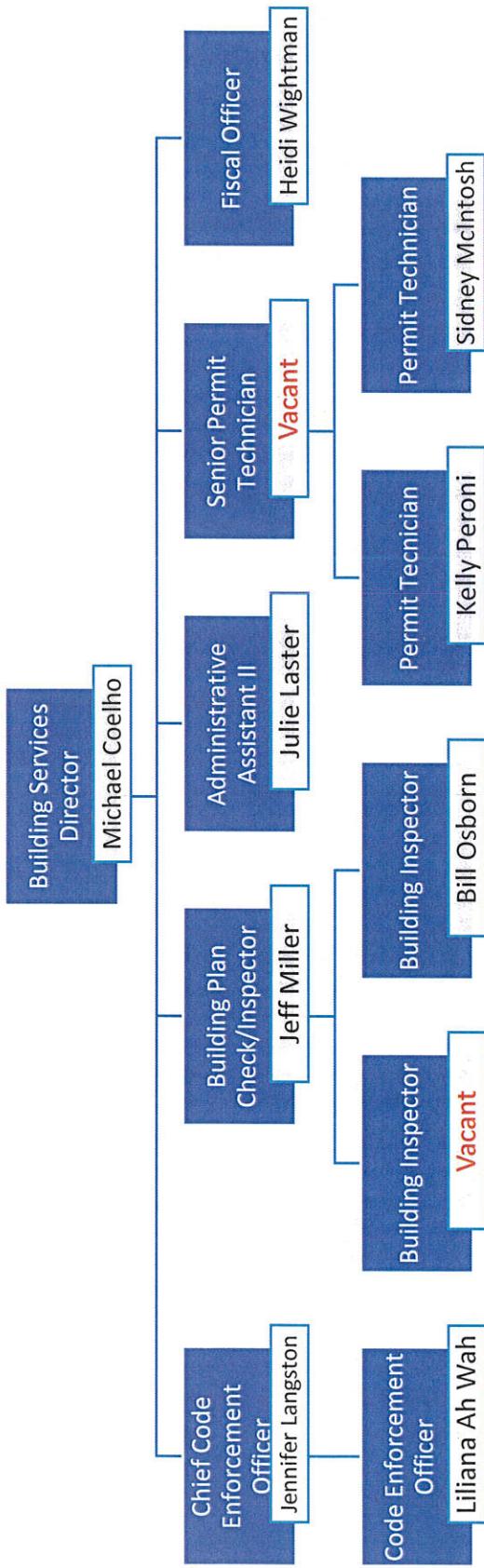
QUESTIONS FOR STAFFING CRITICAL POSITIONS WHICH ARE CURRENTLY ALLOCATED.

RE: Plan Checker Building Inspector

- Is there a legitimate business, statutory or financial justification to fill the position? **Yes**
- Why is it critical that this position be filled at this time? **Workload, currently only one Building Inspector to cover all of Plumas County.**
- How long has the position been vacant? **Will become vacant in April 2025 due to retirement of current employee.**
- Can the department use other wages until the next budget cycle? **Position is budgeted.**
- What are staffing levels at other counties for similar departments and/or positions? **Staffing levels for other counties are equal to or greater than Plumas County staffing levels.**
- What core function will be impacted without filling the position prior to July 1? **Workload will be impacted as there will only be one building inspector to cover all of Plumas County.**
- What negative fiscal impact will the County suffer if the position is not filled prior to July 1? **Overtime will be required to complete workload.**
- A non-general fund department head needs to satisfy that he/she has developed a budget reduction plan in the event of the loss of future state, federal or local funding? **Not Applicable**
- What impact will this reduction plan have to other County departments? **Not Applicable**
- Does the department expect other financial expenditures which will impact the general fund and are not budgeted such as audit exceptions? **Additional Training will be necessary.**
- Does the budget reduction plan anticipate the elimination of any of the requested positions? **N/A**
- Departments shall provide an estimate of future general fund support for the next two years and how the immediate filling of this position may impact, positively or negatively, the need for general fund support? **Position is funded.**

Does the department have a reserve? If yes, provide the activity of the department's reserve account for the last three years? **N/A**

Building Services Organizational Chart





**PLUMAS COUNTY
BUILDING DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Michael Coelho, Director of Building Services

MEETING DATE: February 18, 2025

SUBJECT: Approve and authorize Building Department to recruit and fill, funded and allocated, vacant one (1) FTE Building Inspector I or II due to resignation; (General Fund Impact) as approved in (FY24/25) recommended budget.

Recommendation:

Approve and authorize Building Department to recruit and fill, funded and allocated, vacant one (1) FTE Building Inspector I or II due to resignation; (General Fund Impact) as approved in (FY24/25) recommended budget.

Background and Discussion:

One of our Building Inspectors resigned and we need to fill the vacancy.

Building Inspector I:

EXAMPLES OF DUTIES

- Makes field inspections of residential, commercial, or industrial structures in varying states of construction, alteration, or repair.
- Interprets applicable codes, ordinances, and regulations for builders and homeowners and insures compliance.
- Checks the quality of materials and methods of construction for electrical, plumbing, mechanical, framework, concrete, masonry work, lathing, plastering, tile work, and roofing.
- Inspects completed work, giving approval to acceptable structures and installations.
- Writes correction notices for plans and works with contractors to follow-up on plan changes.
- Investigates violations of building and zoning laws.
- Inspects existing buildings to determine health or safety hazards, structural failures, or the need for maintenance and repair.
- Inspects commercial structures.
- Inspects mobile home installations.
- Issues building permits.
- Gives advice to contractors and individuals on construction procedures and practices.
- May perform special reviews of grading plans and perform grading inspections.
- May inspect construction and repair of County buildings and structures.
- Assists in more difficult and complex field inspections and code interpretations and applications.

Building Inspector II:

EXAMPLES OF DUTIES

- Performs difficult and complex field inspections of residential, commercial, or industrial structures in varying states of construction, alteration, or repair.
- Interprets applicable codes, ordinances, and regulations for builders and homeowners and insures compliance.
- Evaluates and determines the quality of materials and methods of construction for electrical, plumbing, mechanical, framework, concrete, masonry work, lathing, plastering, tile work, and roofing.
- Inspects completed work, giving approval to acceptable structures and installations.

- Writes correction notices for plans and works with contractors to follow-up on plan changes.
- Investigates violations of building and zoning laws.
- Performs more difficult and complex investigations of existing buildings to determine health or safety hazards, structural failures, or the need for maintenance and repair.
- Prepares written reports documenting field investigations and recommends solutions for mitigating problem areas.
- Inspects commercial structures.
- Inspects mobile home installations.
- Issues building permits.
- Gives advice to contractors and individuals on construction procedures and practices.
- May perform special reviews of grading plans and perform grading inspections.
- May inspect construction and repair of County buildings and structures.
- Assists in training subordinate inspectors and support personnel.

Action:

Approve and authorize Building Department to recruit and fill, funded and allocated, vacant one (1) FTE Building Inspector I or II due to resignation; (General Fund Impact) as approved in (FY24/25) recommended budget.

Fiscal Impact:

(General Fund Impact) as approved in (FY24/25) recommended budget.

Attachments:

1. Critical Staffing Questionnaire
2. BUILDING Department-Organizational Chart
3. Building Inspector II Final 1-2020
4. Building Inspector I Final 2-2020

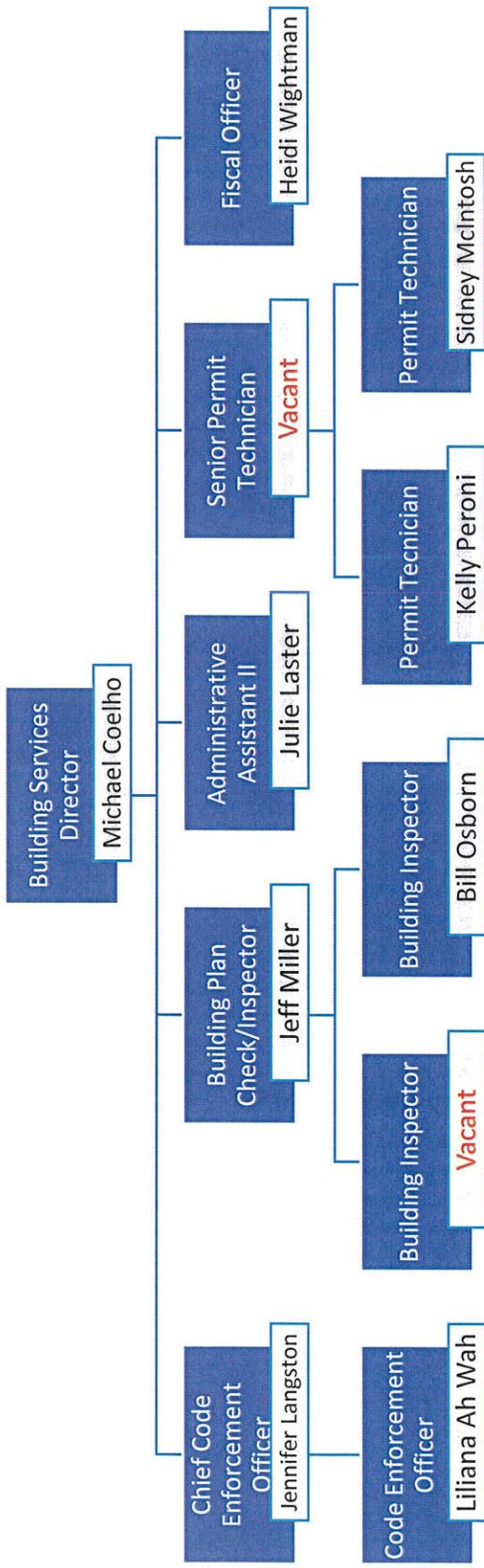
QUESTIONS FOR STAFFING CRITICAL POSITIONS WHICH ARE CURRENTLY ALLOCATED.

RE: Building Inspector I & II

- Is there a legitimate business, statutory or financial justification to fill the position? **Yes**
- Why is it critical that this position be filled at this time? **Workload, There is only one Building Inspector in Plumas County**
- How long has the position been vacant? **February 6th, 2025 due to resignation.**
- Can the department use other wages until the next budget cycle? **Position is funded.**
- What are staffing levels at other counties for similar departments and/or positions? **Staffing levels are greater than or equal to other counties.**
- What core function will be impacted without filling the position prior to July 1? **Workload will be impacted as there will only be one inspector to cover all of Plumas County.**
- What negative fiscal impact will the County suffer if the position is not filled prior to July 1? **Overtime will be required to complete workload in a timely matter.**
- A non-general fund department head needs to satisfy that he/she has developed a budget reduction plan in the event of the loss of future state, federal or local funding? **Not applicable**
- What impact will this reduction plan have to other County departments? **N/A**
- Does the department expect other financial expenditures which will impact the general fund and are not budgeted such as audit exceptions? **Additional training may be necessary.**
- Does the budget reduction plan anticipate the elimination of any of the requested positions? **N/A**
- Departments shall provide an estimate of future general fund support for the next two years and how the immediate filling of this position may impact, positively or negatively, the need for general fund support? **Position is funded.**

Does the department have a reserve? If yes, provide the activity of the department's reserve account for the last three years? **N/A**

Building Services Organizational Chart



BUILDING INSPECTOR II**DEFINITION**

Under general direction, to conduct inspections of residential, commercial or industrial building structures and installations during construction, alteration, and repair; to determine that construction, alterations, and repairs are in conformance with County Building Codes and ordinances; conduct structural and life/safety investigations of existing structures and prepare written reports documenting field conditions for further analysis; to answer questions regarding code enforcement and structural requirements for the public, architects, engineers, and contractors; and do related work as required by the Assistant Building Official.

DISTINGUISHING CHARACTERISTICS

This is the experienced working level classification the Building Inspector series. Incumbents shall apply a greater level of knowledge and experience in the performance of their duties, requiring less guidance and supervision than a Building Inspector I. Incumbents are required to perform the full range of building inspection and building code enforcement duties for residential, commercial, and for manufactured homes that are installed outside of mobile home parks, while exercising greater levels of independent judgment and decision making capabilities. They are required to possess substantial knowledge of the California Building Code, California Plumbing Code, California Mechanical Code, California Electrical Code and Title 25 requirements for manufactured home inspections; and perform more difficult and complex inspections.

REPORTS TO

Director of Planning and Building, Assistant Building Official or Senior Building Inspector.

CLASSIFICATIONS DIRECTLY SUPERVISED

None

BUILDING INSPECTOR II - 2

EXAMPLES OF DUTIES

- Performs difficult and complex field inspections of residential, commercial, or industrial structures in varying states of construction, alteration, or repair.
- Interprets applicable codes, ordinances, and regulations for builders and homeowners and insures compliance.
- Evaluates and determines the quality of materials and methods of construction for electrical, plumbing, mechanical, framework, concrete, masonry work, lathing, plastering, tile work, and roofing.
- Inspects completed work, giving approval to acceptable structures and installations.
- Writes correction notices for plans and works with contractors to follow-up on plan changes.
- Investigates violations of building and zoning laws.
- Performs more difficult and complex investigations of existing buildings to determine health or safety hazards, structural failures, or the need for maintenance and repair.
- Prepares written reports documenting field investigations and recommends solutions for mitigating problem areas.
- Inspects commercial structures.
- Inspects mobile home installations.
- Issues building permits.
- Gives advice to contractors and individuals on construction procedures and practices.
- May perform special reviews of grading plans and perform grading inspections.
- May inspect construction and repair of County buildings and structures.
- Assists in training subordinate inspectors and support personnel.

TYPICAL PHYSICAL REQUIREMENTS

Sit for extended periods; frequently stand and walk; normal manual dexterity and eye-hand coordination; ability to climb, stoop, crouch and kneel; crawl through various areas, including under floor and attic areas, requiring moving on hands and knees; walk on sloped ground and uneven surfaces; lift and move object weighing up to 25 pounds; corrected hearing and vision to normal range; verbal communication; use of office equipment including computers, telephones, calculators, copiers, and FAX.

TYPICAL WORKING CONDITIONS

Work is performed in office, outdoor, and driving environments; work is performed in varying temperatures; exposure to dust, chemicals, and gases; exposure to dampness, exposure to insects; exposure to hazards such as moving machinery parts, electrical current; continuous contact with staff and the public.

BUILDING INSPECTOR II - 3

DESIRABLE QUALIFICATIONS

Knowledge of:

- Practices, tools, equipment, and materials used in the general construction trades.
- Accepted safety standards and methods of building construction.
- Qualities of various construction materials.
- Building and related codes and ordinances enforceable by the County.
- Title 24 California Codes.
- State Housing Act of California.
- General knowledge of County Zoning and Land Use Ordinances.
- Inspection methods and techniques.
- Principles of mathematics related to the building trades.

Ability to:

- Perform difficult and complex building inspections, enforce codes and ordinances, and examine workmanship and materials.
- Work independently as required.
- Apply a variety of inspection methods and techniques.
- Detect deviations from laws, regulations and standard construction practices.
- Read, interpret and explain building plans, specifications and building codes.
- Make arithmetical calculations quickly and accurately.
- Apply technical knowledge of building trades work.
- Communicate effectively both orally and in writing.
- Provide advice on standard construction methods and requirements.
- Enforce regulations with firmness and tact.
- Analyze and document site violations and concerns
- Apply good judgment in the formulation of proposed solutions to field problems.
- Prepare clear and concise written reports.
- Deal tactfully and courteously with the public.
- Establish and maintain cooperative working relationships.
- Operate a personal computer and use appropriate software in the performance of Building Division tasks.

BUILDING INSPECTOR II - 4

TRAINING AND EXPERIENCE

Qualifications needed for this position:

The International Code Council (ICC) certification(s) as “Combination” Commercial or Residential Building Inspector or its equivalent.

AND

Three (3) years of responsible experience equivalent to a Building Inspector I with Plumas County.

Special Requirements:

Possession of a valid driver's license at time of application and possession of a valid California Drivers License by time of appointment. The valid California Drivers License must be maintained throughout employment.

In addition, Certification as a Combination Inspector, by ICC or its equivalent, and must be maintained throughout employment.

All County of Plumas employees are designated Disaster Service Workers through state law (California Government Code Section 3100-3109). Employment with Plumas County requires the affirmation of a loyalty oath to this effect. Employees are required to complete all Disaster Service Work related training as assigned, and to return to work as ordered in the event of an emergency.

Last Revised: 02/04

BUILDING INSPECTOR I**DEFINITION**

Under general direction, to conduct inspections of residential, commercial or industrial building structures and installations during construction, alteration, and repair; to determine that construction, alterations, and repairs are in conformance with County Building Codes and ordinances; to answer questions regarding code enforcement and structural requirements for the public, architects, engineers, and contractors; and do related work as required by the Assistant Building Official.

DISTINGUISHING CHARACTERISTICS

This is an entry-level position for the Building Inspector classification series. Incumbents are required to learn and perform building inspection and building code enforcement duties for residential, commercial, and for manufactured homes that are installed outside of mobile home parks. They are required to possess knowledge of the California Building Code, California Plumbing Code, California Mechanical Code, California Electrical Code and Title 25 requirements for manufactured home inspections.

REPORTS TO

Director of Planning and Building, Assistant Building Official or Senior Building Inspector.

CLASSIFICATIONS DIRECTLY SUPERVISED

None.

Last Revised: 02/04

BUILDING INSPECTOR I - 2

EXAMPLES OF DUTIES

- Makes field inspections of residential, commercial, or industrial structures in varying states of construction, alteration, or repair.
- Interprets applicable codes, ordinances, and regulations for builders and homeowners and insures compliance.
- Checks the quality of materials and methods of construction for electrical, plumbing, mechanical, framework, concrete, masonry work, lathing, plastering, tile work, and roofing.
- Inspects completed work, giving approval to acceptable structures and installations.
- Writes correction notices for plans and works with contractors to follow-up on plan changes.
- Investigates violations of building and zoning laws.
- Inspects existing buildings to determine health or safety hazards, structural failures, or the need for maintenance and repair.
- Inspects commercial structures.
- Inspects mobile home installations.
- Issues building permits.
- Gives advice to contractors and individuals on construction procedures and practices.
- May perform special reviews of grading plans and perform grading inspections.
- May inspect construction and repair of County buildings and structures.
- Assists in more difficult and complex field inspections and code interpretations and applications.

TYPICAL PHYSICAL REQUIREMENTS

Sit for extended periods; frequently stand and walk; normal manual dexterity and eye-hand coordination; ability to climb, stoop, crouch and kneel; crawl through various areas, including under floor and attic areas, requiring moving on hands and knees; walk on sloped ground and uneven surfaces; lift and move object weighing up to 25 pounds; corrected hearing and vision to normal range; verbal communication; use of office equipment including computers, telephones, calculators, copiers, and FAX.

TYPICAL WORKING CONDITIONS

Work is performed in office, outdoor, and driving environments; work is performed in varying temperatures; exposure to dust, chemicals, and gases; exposure to dampness, exposure to insects; exposure to hazards such as moving machinery parts, electrical current; continuous contact with staff and the public.

BUILDING INSPECTOR I - 3

DESIRABLE QUALIFICATIONS

Knowledge of:

- Practices, tools, equipment, and materials used in the general construction trades.
- Accepted safety standards and methods of building construction.
- Qualities of various construction materials.
- Building and related codes and ordinances enforceable by the County.
- Title 24 California Codes.
- State Housing Act of California.
- General knowledge of County Zoning and Land Use Ordinances.
- Inspection methods and techniques.
- Principles of mathematics related to the building trades.

Ability to:

- Perform building inspections, enforce codes and ordinances, and examine workmanship and materials.
- Apply a variety of inspection methods and techniques.
- Detect deviations from laws, regulations and standard construction practices.
- Read, interpret and explain building plans, specifications and building codes.
- Make arithmetical calculations quickly and accurately.
- Apply technical knowledge of building trades work.
- Communicate effectively both orally and in writing.
- Provide advice on standard construction methods and requirements.
- Enforce regulations with firmness and tact.
- Prepare clear and concise written reports.
- Deal tactfully and courteously with the public.
- Establish and maintain cooperative working relationships.
- Operate a personal computer and use appropriate software in the performance of Building Division tasks.

BUILDING INSPECTOR I - 4

TRAINING AND EXPERIENCE

Qualifications needed for this position:

Five (5) years of experience using the Title 24 California codes in the construction and building trades;

OR

Certification as a Permit Technician and three years of permit technician experience;

OR

Possession of a valid International Code Council (ICC) certificate, or its equivalent, in either Commercial or Residential Building, Mechanical, Electrical or Plumbing Inspection.

Special Requirements:

Possession of a valid driver's license at time of application and possession of a valid California Drivers License by time of appointment. The valid California Drivers License must be maintained throughout employment.

In addition, Certification as a Combination Inspector, by ICC or its equivalent, must be obtained within one year from date of appointment and must be maintained throughout employment.

All County of Plumas employees are designated Disaster Service Workers through state law (California Government Code Section 3100-3109). Employment with Plumas County requires the affirmation of a loyalty oath to this effect. Employees are required to complete all Disaster Service Work related training as assigned, and to return to work as ordered in the event of an emergency.

Last Revised: 02/04



PLUMAS COUNTY
PLUMAS COUNTY FLOOD CONTROL AND
WATER CONSERVATION DISTRICT
MEMORANDUM

TO: Honorable Chair and Board of Supervisors

FROM: Rob Thorman, Director of Public Works

MEETING DATE: February 18, 2025

SUBJECT: Approve and authorize Chair to sign an agreement between Plumas County Flood Control & Conservation District and Rosedale-Rio Bravo Water Storage District for sale of 2,025 acre-feet of carryover water; effective February 18, 2025; totaling \$374,625; Positive 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 Flood Control & Conservation District and Rosedale-Rio Bravo Water Storage District for sale of 2,025 acre-feet of carryover water; effective February 18, 2025; totaling \$374,625; Positive General Fund Impact; approved as to form by County Counsel; discussion and possible action.

Background and Discussion:

The Governing Board Approved Amendment No. 20 to the Department of Water Resources (DWR) to the Water Supply Contract on November 7, 2023. This Amendment was the final step to give Flood Control the ability to sell excess water outside the County to another State Water Contractor.

Flood Control staff worked with County Counsel to complete an agreement with Somach Simmon & Dunn Attorneys at Law to represent Flood Control in a water transfer effective October 15, 2024. Outreach has been conducted over the last few months and an agreement has been reached with Roseedale-Rio Bravo Water Storage District to purchase 2,025 acre-feet of carryover water from Flood Control for \$185 per acre foot. This sale price was researched by Somach Simmon & Dunn Attorney based on similar recent water transfers.

Action:

The Flood Control Manager recommends that the Flood Control Governing Board authorize the Chair to execute the agreement for a water transfer with Rosedale-Rio Bravo Water Storage District for total sale price of \$374,625.

Fiscal Impact:

Positive General Fund Impact

Attachments:

1. 4904 FINAL

**AGREEMENT FOR A WATER TRANSFER
BETWEEN
ROSEDALE-RIO BRAVO WATER STORAGE DISTRICT
AND
PLUMAS COUNTY FLOOD CONTROL & WATER CONSERVATION DISTRICT**

This Agreement for a Water Transfer (“Agreement”) is made and entered into on February 18, 2025, by and between Rosedale-Rio Bravo Water Storage District, referred to herein as “Rosedale” or “Buyer,” and Plumas County Flood Control & Water Conservation District, referred to herein as “Plumas” or “Seller.” Buyer and Seller may be individually referred to herein as a “Party” and collectively as the “Parties.”

RECITALS

WHEREAS, Seller holds a long-term water supply contract with the California Department of Water Resources (DWR) entitling it to receive an annual allocation of State Water Project water, and to transfer portions of its allocation that are surplus to its needs; and

WHEREAS, Buyer is a member unit of Kern County Water Agency (KCWA), which holds a long-term water supply contract with DWR, and has a long-term contract with KCWA entitling it to receive and use State Water Project water; and

WHEREAS, Buyer desires to acquire 2,025 acre-feet (“AF”) total of Plumas’s 2023 and 2024 State Water Project Article 56 carryover water supplies (“Plumas Water”) in light of low projected State Water Project allocations in 2025 in order to meet Buyer’s water management objectives in 2025; and

WHEREAS, Plumas anticipates having sufficient Plumas Water available for transfer to Buyer in San Luis Reservoir in 2025; and

WHEREAS, Buyer and Seller desire to expeditiously accomplish the transfer described in this Agreement.

NOW, THEREFORE, incorporating the foregoing recitals herein, the Parties agree to a water transfer with the following term and conditions:

1. Term: The term of this Agreement shall commence upon execution by all Parties and shall terminate on December 31, 2025, or upon fulfillment of all of the obligations of each Party to the other, whichever first occurs.

2. Transfer of the Plumas Water

a. Transfer amount and losses: Plumas shall make available to Buyer 2,025 AF of Plumas Water for purchase. Buyer shall be responsible for any and all losses with respect to Plumas Water which are associated with the conveyance of water after it has been transferred to Buyer at the point of transfer.

b. Point of transfer: The Point of Transfer of Plumas Water to Buyer shall be the San Luis Reservoir.

c. Scheduling: Upon payment by Buyer as set forth in Sections 3 and 4 of this Agreement and provided that all necessary approvals have been obtained, Plumas shall transfer to Buyer the Plumas Water for immediate transfer of that water at the Point of Transfer.

3. Price & Payment; Reconciliation: The price of the Plumas Water transferred to Buyer (Purchase Price) shall be one hundred and eighty-five dollars (\$185) per acre-foot, which is due and payable to Plumas within five (5) days of confirmation that DWR has approved the transfer.

4. Costs: Seller shall be responsible for the actual costs, if any, associated with the transportation and conveyance of the Plumas Water to the Point of Transfer. Buyer shall be responsible for the actual costs, if any, associated with the transportation and conveyance of the Plumas Water from the Point of Transfer to the location of Buyer's desired use. No other costs of this transaction are contemplated by the Parties.

5. Approvals

a. KCWA: Within five (5) business days of full execution of this Agreement, Buyer shall submit a joint request to KCWA requesting the transfer of Plumas Water to Buyer. Such transfer is subject to approval by the KCWA.

b. Other Approvals: Plumas will be solely responsible for obtaining any and all approvals of any agency other than KCWA, including approval by DWR and CEQA compliance if applicable, which are necessary to accomplish the transfer of Plumas Water to Buyer at the time(s) and to the Point of Transfer. Buyer shall be solely responsible for obtaining any and all approvals of any agency other than KCWA, including CEQA compliance if applicable, which may be necessary to effect delivery of Plumas Water from the Point of Transfer to the location of Buyer's desired use.

6. Further Performance: The Parties will cooperate with, and assist one another, in obtaining any approvals which are necessary to affect the transfer contemplated by this Agreement; in the event the Parties cannot obtain the necessary approvals to accomplish the transfer of Plumas Water by March 30, 2025, unless otherwise agreed to in writing by the Parties, this Agreement shall become null and void and the Parties shall have no further obligations hereunder. In addition, each Party agrees to perform any further acts and to execute and deliver any documents which may be reasonably necessary to carry out the provisions of this Agreement.

7. Indemnity: Seller shall indemnify and hold Buyer, its officers, directors, agents and employees free and harmless from any and all claims, losses, damages, injuries, and liabilities arising out of or connected with the generation, storage, transmission, distribution or use of Plumas Water to the point and time of transfer to Buyer hereunder. Buyer shall indemnify and hold Seller,

its officers, directors, agents and employees free and harmless from any and all claims, losses, damages, injuries, and liabilities arising out of or connected with the generation, storage, transmission, distribution or use of the Plumas Water from and after the point and time of transfer to Buyer hereunder.

8. Force Majure: All obligations of the Parties shall be suspended so long as, and to the extent that, the performance of any obligation is hindered, interrupted or prevented by an earthquake, fire, flood, or other act of God, or by a drowning, strike, order of a court or governmental agency, or by any other event or cause beyond the control of the Parties. Upon the cessation of any such event, both Parties shall become obligated to resume performance of their respective obligations under this Agreement. Notwithstanding the occurrence of any event described in this paragraph, the Parties shall, at all times, diligently undertake all reasonable efforts to perform the obligations contained in this Agreement.

9. Amendments: This Agreement may be supplemented, amended or modified only by the agreement of the Parties. No supplement, amendment or modification will be binding unless it is in writing and signed by both Parties.

10. No Third-Party Rights: This Agreement is made solely for the benefit of the Parties. No other person or entity may have or acquire any right by virtue of this Agreement.

11. Beneficial Use of Water: Nothing in this Agreement shall act as a forfeiture, abandonment, diminution, or impairment of any water rights, contractual or otherwise, held by Seller. Consistent with the provisions of California Water Code sections 109, 475, 1011, 1244, and 11961, the parties agree that they are fostering the efficient and beneficial use of water resources and that no water transfer under this Agreement, nor the Agreement itself, is evidence of the availability of conserved water beyond the term of the Agreement, nor evidence of lack of beneficial use of the water involved in the transfer, and they shall not contend otherwise. The only rights granted to the Parties as a result of this Agreement are those expressly set forth herein.

12. No Transfers or Assignments: Buyer shall not transfer or assign in the right to acquire the water that is to be transferred hereunder without the prior written consent of Seller, which may be withheld in Seller's sole and absolute discretion. Any purported sale or assignment of the right to acquire the water transferred hereunder without the prerequisite consent shall be void *ad initio*. Notwithstanding the foregoing, and after the water has been transferred to Buyer at the Point of Transfer, the subsequent delivery, sale and/or use of the water that is transferred hereunder to or by any of Buyer's landowners or water management partners shall not be prohibited by this provision.

13. Counterparts: This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which, when taken together, shall constitute one and the same instrument.

14. Ambiguities: The provisions of this Agreement shall be construed as to their fair meaning, and not for or against any Party based upon the attribution to such Party as the source of the language in question. The Parties agree that California Civil Code section 1654 shall not apply to the interpretation of this Agreement.

15. Integration: This Agreement represents the entire understanding of the Parties as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered hereunder.

16. Due Authority: Each person signing this Agreement represents that he/she has full power and authority to do so, and that his/her signature is legally sufficient to bind the Party for which he/she is signing.

In witness whereof, the parties hereto have caused this Agreement to be executed the day and year first above written.

ROSEDALE-RIO BRAVO WATER STORAGE DISTRICT

Dated: _____

By: _____
Trent Taylor, Assistant General Manager

PLUMAS COUNTY FLOOD CONTROL & WATER CONSERVATION DISTRICT

Dated: _____

By: _____
Kevin Goss, Chair Board of Supervisors

ATTEST:

Allen Hiskey, Clerk of the Board

Approved as to form:



Joshua Brechtel, Attorney
County Counsel's Office
May 10, 2009



**PLUMAS COUNTY
PUBLIC WORKS DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Rob Thorman, Director of Public Works

MEETING DATE: February 18, 2025

SUBJECT: PUBLIC HEARING 11:00 a.m. Adopt RESOLUTION Establishing an underground utility district in a portion of the community of Chester designating said district an Underground Utility District No. 7; No General Fund Impact; approved as to form by County Counsel; discussion and possible action. Roll call vote

Recommendation:

The Department of Public Works respectfully requests that the Board of Supervisors adopt the resolution establishing an underground utility district in a portion of the community of Chester designating said district an Underground Utility District No. 7. The adoption of the resolution will have no general fund impact.

Background and Discussion:

In order to use and prevent losing PG&E Rule 20A work credits, the county must establish an Underground Utility District. The Department of Public Works has initiated this process for the community of Chester. The remaining Rule 20A work credits will be allocated to the Underground District No. 7. This PG&E program is expiring so programming the remaining Rule 20A funds will exhaust what funds are remaining. The construction of the new underground electric system will be completed as part of the Caltrans SHOPP Chester Pavement Project, tentatively scheduled for 2029/30.

Plumas County Public Works has sent the required notifications to affected property owners. The letter describes the underground process and notifies the property owners of the public hearing on this resolution to create the Underground District No. 7.

Action:

PUBLIC HEARING 11:00 a.m. Adopt RESOLUTION Establishing an underground utility district in a portion of the community of Chester designating said district an Underground Utility District No. 7; No General Fund Impact; approved as to form by County Counsel; discussion and possible action. Roll call vote

Fiscal Impact:

No impact to General Fund. Road budget.

Attachments:

1. Resolution Rule 20A

RESOLUTION NO. 25-

A RESOLUTION OF THE PLUMAS COUNTY BOARD OF SUPERVISORS ESTABLISHING AN UNDERGROUND UTILITY DISTRICT IN A PORTION OF THE COMMUNITY OF CHESTER DESIGNATING SAID DISTRICT AN UNDERGROUND UTILITY DISTRICT NO. 7 DESCRIBING THE BOUNDARIES OF SAID DISTRICT AND ESTABLISHING THE TIMES IN WHICH POLES AND OVERHEAD WIRES SHALL BE REMOVED AND UNDERGROUND SERVICE PROVIDED

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

WHEREAS, the California Public Utilities Commission (CPUC) has authorized electric and telecommunication utilities to convert overhead utility lines and facilities to underground pursuant to Electric Rule 20 and Telecommunication Rule 32; and

WHEREAS, pursuant to certain criteria, CPUC rules allow participating counties to establish legislation authorizing the creation of underground utility districts within which existing overhead electric distribution and telecommunication distribution and service facilities will be converted to underground, and

WHEREAS, Plumas County, has adopted an ordinance, codified as Title 7, Chapter 2, in the Plumas County Municipal Code, authorizing the Board of Supervisors to designate areas within which all existing overhead poles, overhead wires and overhead equipment associated with the distribution of electric power, telecommunication services and cable television should be removed and replaced with underground wires and facilities; and

WHEREAS, each year Plumas County is notified by PG&E regarding the allocation of work credits for conversion of overhead electric distribution lines and facilities to underground, known as Rule 20A allocations, and

WHEREAS, Plumas County has consulted with PG&E and determined that the County has accumulated Rule 20A work credits which will be used entirely, and

WHEREAS, Plumas County has consulted with affected utilities regarding the responsibility that each utility shall complete the engineering of their respective portion of the Chester Underground Utility District No. 7, and

WHEREAS, Plumas County and the affected utilities have consulted and the County shall be responsible for preparation of the trench profile and composite drawings and shall be designated as "trenching agent" to manage trenching, installation of substructures, and pavement restoration and such other work, and

WHEREAS, Plumas County and the affected utilities have agreed on a work schedule which meets their respective capabilities and further agreed to waive any administrative fees, costs of special street restoration requirements for purposes of this project, and

WHEREAS, to the extent required, Plumas County has agreed to provide easements or rights of way on private property as may be necessary for installation of utility facilities in a form satisfactory to the affected utilities, and

WHEREAS, a public hearing was called for February 18, 2025 at the hour of 11:00 AM in the Board of Supervisors Chamber at the Plumas County Courthouse Building, California to ascertain whether the public necessity, health safety or welfare required the removal of poles, overhead wires and associated overhead structures and the underground installation of wires and facilities supplying electric communication or similar associated service within that certain area of the County described as shown on the attached map, and

WHEREAS, notice of such public hearing was given to all affected property owners as shown in the latest equalized assessment role and to all affected utilities in the manner and for the time required by law; and

WHEREAS, such public hearing was duly held and all interested persons were given an opportunity to be heard, testimony of the County Engineer has been received as well as competent evidence in the above-entitled matter; and

WHEREAS, the Board of Supervisors determined after hearing all comments on the subject that the Underground Utility District herein is created in the general public interest for one or more for the following reasons:

- 1) Such undergrounding will avoid or eliminate an unusually heavy concentration of overhead electric facilities; and
- 2) The street or load or right-of-way is extensively used by the general public and carries a heavy volume of pedestrian or vehicular traffic (*including bicycles*); and
- 3) The street or road or right-of-way adjoins or passes through a civic area or public recreation area or an area of unusual scenic interest to the general public; and
- 4) The street or road or right-of-way is considered an arterial street or major collector as defined in the Governor's Office of Planning and Research General Plan Guidelines *and in the adopted General Plan*.

WHEREAS, the Board of Supervisors of Plumas County has determined that the proposed Chester Underground Utility District No. 7 is categorically exempt from environmental review pursuant to the California Environmental Quality Act; and

NOW THEREFORE BE IT RESOLVED that the Board of Supervisors of Plumas County held a public hearing pursuant to Plumas County Municipal Code Section, Title 7, Chapter 2, to consider the creation of an underground utility district in conjunction with the “project”.

BE IT FURTHER RESOLVED by the Board of Supervisors of Plumas County that pursuant to Plumas County Municipal Code Title 7, Chapter 2, of Plumas County the above described area is hereby declared an Underground Utility District and is designated as Chester Underground Utility District No. 7 of Plumas County attached hereto marked Exhibit 'A' and hereby incorporated as part of this resolution is a map delineating the boundaries of said District.

BE IT FURTHER RESOLVED by the Board of Supervisors that the public interest requires the removal of all existing utility poles, overhead wires and associated overhead structures and installation of underground wires and facilities for supplying electric power, communication, or similar associated services within the areas as shown in Exhibit A, attached hereto, with such area being designated as the Chester Underground Utility District No. 7.

BE IT FURTHER RESOLVED, that pursuant to Title 7, Chapter 2 of the Plumas County Municipal Code, the facilities that may be maintained above ground are:

- a) Ornamental street lighting and appurtenances.
- b) Traffic, bicycle and/or pedestrian signals and appurtenances.
- c) Telephone system above grade splice boxes.
- cl) Overhead wires, and associated support structures which may be part of a later please and or subsequent schedule within the District,

BE IT FURTHER RESOLVED, that the utility companies, cable television services and other affected services shall commence work on installation of underground facility installation in Chester Underground Utility District No. 7 and that as each phase of the project is complete and ready for conversion from overhead to underground utility facilities, all fronting property owners shall be notified by first class letter, postage pre-paid, of the schedule for conversion of all utility service lines, and

BE IT FURTHER RESOLVED, that the Board of Supervisors does hereby establish that the date on which affected property owners must be ready to receive underground service and the order the removal of all poles, overhead wires and associated overhead structures and the underground installation of wires and facilities for supplying electric communication or similar or associated service within Chester Underground Utility District No. 7 shall be established by a schedule determined at the time a bid is awarded for the project, as required by a phasing plan or by dates as may be set by a subsequent schedule, or before March 31, 2029; and

BE IT FURTHER RESOLVED, that the utility which undertakes underground installation of its facilities shall use the underground conversion allocation computed pursuant to decisions of the Public Utilities Commission of the State of California for the purposes of providing to each premises in Chester Underground Utility District No 7 - requiring it a maximum of one hundred feet of individual electrical service trenching conductor as well as backfill paving and conduit if required and each other serving utility work will provide service trenching and conductor in accordance with its tariffs on file with the California Public Utilities Commission or as required by its Franchise Agreement with Plumas County.

BE IT FURTHER RESOLVED, that the utility which undertakes underground installation of its facilities shall use the underground conversion allocation, up to a maximum amount of \$1500 per service entrance excluding permit fees, and shall utilize Rule 20A credits for the remaining expense (estimated at \$3,500 per connection) for the conversion of electric service panels to accept underground service in Chester Underground Utility District No. 7 and each property owner shall be responsible for the maintenance of the conduit and termination box located on, under or within any structure on the premised served.

BE IT FURTHER RESOLVED, that the County Clerk is hereby instructed to notify all affected utilities and all persons owning real property within Chester Underground Utility District No. 7 of the adoption of this resolution within ten (10) days after the date of such adoption. Said County Clerk shall further notify said property owners of the necessity that, if they or any person occupying such property desires to continue to receive electric, communication or other similar or associated service, they, or such occupant, shall by the date fixed in this resolution provide all necessary facility changes on their premises so as to receive such service from the lines on the supplying utility or utilities at a new location, subject to applicable rules, regulations and tariffs of the respective utility or utilities on file with the Public Utilities Commission of the State of California. Such notification shall be made by mailing a copy of this resolution together with a copy of Title 7, Chapter 2 of the Plumas County Municipal Code, to affected property owners as such are shown on the last equalized assessment roll and to the affected utilities.

The foregoing resolution was duly passed and adopted by Board of Supervisors of the County of Plumas, State of California, at a regular meeting of said Board held on the 18th day of February 2025, by the following vote:

AYES: Supervisors:

NOES: Supervisors:

ABSTAIN: Supervisors:

Chair, Board of Supervisors

ATTEST:

Approved as to form:

Clerk of the Board of Supervisors



Joshua Brechtel, Attorney
County Counsel's Office



**PLUMAS COUNTY
PUBLIC WORKS DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors
FROM: Allen Hiskey, Clerk of the Board
MEETING DATE: February 18, 2025
SUBJECT: Clarification regarding Green Waste Disposal in Plumas County; discussion and possible direction to staff.

Recommendation:

Clarification regarding Green Waste Disposal in Plumas County; discussion and possible direction to staff.

Background and Discussion:

This item was added at the request of a public member.

Action:

Clarification regarding Green Waste Disposal in Plumas County; discussion and possible direction to staff.

Fiscal Impact:

Clarification regarding Green Waste Disposal in Plumas County; discussion and possible direction to staff.

Attachments:

None



**PLUMAS COUNTY
PLANNING DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Tracey Ferguson, Director of Planning

MEETING DATE: February 18, 2025

SUBJECT: Approve Grant Agreement for the Plumas County 2021 Dixie Fire Recovery For-Profit Business Economic Development Grant Program and adopt **RESOLUTION** authorizing the County Planning Director to sign the Program Grant Agreements for disbursement of all grant funds; effective date of grant agreements to be determined based on the individual recipient grant agreement execution dates; not to exceed agreement amounts will vary depending on the recipient grant award; No General Fund Impact; approved as to form by County Counsel; discussion and possible action.

Recommendation:

Approve Grant Agreement for the Plumas County 2021 Dixie Fire Recovery For-Profit Business Economic Development Grant Program and adopt **RESOLUTION** authorizing the County Planning Director to sign the Program Grant Agreements for disbursement of all grant funds; effective date of grant agreements to be determined based on the individual recipient grant agreement execution dates; not to exceed agreement amounts will vary depending on the recipient grant award; No General Fund Impact; approved as to form by County Counsel; discussion and possible action.

Background and Discussion:

In response to the economic hardships experienced by businesses due to the 2021 Dixie Fire, Plumas County, administered by the Planning Department, established a business assistance program using Community Development Block Grant (CDBG) funding received from the U.S. Department of Housing and Urban Development (HUD) and administered by the California Department of Housing and Community Development (HCD) called the 2021 Dixie Fire Recovery For-Profit Business Economic Development Grant Program. The Program will provide relief in the form of financial grant assistance to established businesses directly or indirectly impacted by the 2021 Dixie Fire and start-up businesses established post-Dixie Fire to help offset operating capital expenses and equipment and supplies costs to promote economic activity. The total grant funding available to businesses is \$567,500, and the number of beneficiaries under the County's grant funding objective is to assist no fewer than twenty-five grant recipients within the CDBG "Grant Eligibility Zone" or Census Tract 4, Block Groups 2 and 3 including areas of Greenville, Crescent Mills, Taylorsville, and the Highway 70 Canyon.

Grant awards to any one recipient cannot exceed \$20,000 unless a business maximizes the \$20,000 grant award with at least 50% (i.e., \$10,000 or more) of eligible expenses purchased from a business located in Plumas County, then an additional incentive increase of \$2,700 in grant funds may be awarded; thus, the maximum grant award amount will not exceed \$22,700.00.

The Grant Program Final Guidelines and Grant Program Application were adopted by the Plumas County Board of Supervisors on August 6, 2024, and released thereafter on August 19, 2024.

Eligible activities under Grant Program include the following:

1. Equipment and Supplies for purchase or reimbursement payment for costs incurred only after the

applicant and County have executed the grant agreement (e.g., machinery and tools, office supplies, equipment, and software, and furniture and fixtures).

2. Up to six (6) months of Operating Capital Expenses in support of the business (i.e., payroll, insurance, utilities, and rent/mortgage)

The application period is considered on a rolling basis through May of 2026 and is open until all Program funds are exhausted through grant awards to recipients.

Thus far, the Planning Department has awarded ten (10) business recipients (i.e., Indian Valley Butchers, Young's Market, The Way Baby, Taylorsville Tavern, Mt. Huff Golf Course, Region Burger, NikNek Lemonade, High Sierra Ballet Academy, Quarter Circle OS Accounting and Bookkeeping, and Mike's Custom Concrete), with the award amounts determined as the total expenses eligible for reimbursement in accordance with the Grant Program Final Guidelines and pending the approval of a resolution and grant agreement by the Board of Supervisors.

The resolution before the Plumas County Board of Supervisors authorizes the expenditure of all funds regarding these grant monies and delegates the authority to the County Planning Director to execute each individual business recipient grant agreement, also before the Board for approval. Both the resolution and grant agreement (template) are approved as to form by County Counsel.

Action:

Approve Grant Agreement for the Plumas County 2021 Dixie Fire Recovery For-Profit Business Economic Development Grant Program and adopt **RESOLUTION** authorizing the County Planning Director to sign the Program Grant Agreements for disbursement of all grant funds; effective date of grant agreements to be determined based on the individual recipient grant agreement execution dates; not to exceed agreement amounts will vary depending on the recipient grant award; No General Fund Impact; approved as to form by County Counsel; discussion and possible action.

Fiscal Impact:

Grant administration by the Planning Department, County consultant (Michael Baker International), and recipient awards are CDBG grant funded. No general fund impact.

Attachments:

1. CDBG_2021DixieFireEDGrant_GrantAgreement
2. CDBG_2021DixieFireEDGrant_Res 25-_____

**Plumas County
Community Development Block Grant
2021 Dixie Fire Recovery For-Profit Business Economic Development
Grant Program**

GRANT AGREEMENT

This Agreement is made by and between the COUNTY OF PLUMAS, a political subdivision of the State of California (hereinafter referred to as "County"), and <BUSINESS NAME>, (hereinafter referred to as "Recipient").

The parties agree as follows:

1. Recipient applied for a grant through the Plumas County 2021 Dixie Fire Recovery For-Profit Business Economic Development Grant Program (hereinafter the "Program"). The Program is made possible with funds administered by the California Department of Housing and Community Development (HCD) through the Community Development Block Grant (CDBG) program of the US Housing and Urban Development (HUD).
2. Recipient acknowledges they have reviewed the Grant Program Final Guidelines adopted by the Plumas County Board of Supervisors on August 6, 2024, and released thereafter on August 19, 2024 (hereinafter "Guidelines") and shall abide by all rules, requirements, terms, and conditions as outlined in the Guidelines.
3. Recipient is an established for-profit business (established before July 13, 2021) or start-up for-profit business (established after July 13, 2021) employing one or more employees and located within the Grant Eligibility Zone, that is, within Census Tract 4, Block Groups 2 and 3, which was either directly or indirectly impacted by the 2021 Dixie Fire.
4. Recipient has demonstrated by being located within the Grant Eligibility Zone, all eligible business activities funded by this grant have met and shall continue to meet the CDBG National Objective of benefiting Low-Moderate Income (LMI) persons or neighborhoods through the Low/Mod Area (LMA) Benefit. This CDBG Program has a National Objective of LMA Benefit. LMA is defined by HUD as an area benefit activity that benefits all residents in a particular area, where at least 51 percent of the residents are Low-Moderate Income (LMI) persons.
5. Recipient acknowledges the funds shall be utilized by the business to provide neighborhood-serving retail, including food service or other goods, and service-based businesses available to all persons in the LMA Benefit business service area defined as the unincorporated and incorporated geographic areas of Plumas County.
6. Recipient has eligible grant expenses as defined by the Guidelines and as approved by the County based on the grant application underwriting analysis and criteria and Recipient agrees to apply the grant funds only for eligible grant expenses under the Guidelines in the amount of \$_____ to be used for the following strict purposes:
 - a. Equipment and Supplies in the following amounts (reimbursement shall be made only for eligible expenses incurred after execution of this Agreement):
 - i. <TYPE OF EQUIPMENT OR SUPPLY> \$_____
 - ii. <TYPE OF EQUIPMENT OR SUPPLY> \$_____

b. Operating Expenses (up to six months) in the following amounts:

- i. Payroll \$_____
- ii. Insurance \$_____
- iii. Utilities \$_____
- iv. Rent/Mortgage \$_____

7. Recipient is aware it may need to reimburse the County for any funds that are not used for eligible expenses, or for the purposes and amounts listed in paragraph 6, or that do not have adequate supporting records and documentation for reporting.

8. If Recipient acquired equipment under this federal Program grant, 2 CFR 200.313 shall be followed. Title for equipment vested in a Recipient shall be subject to use of the equipment for the authorized purposes only during the period of performance or until the property is no longer needed for the Program purpose. While the equipment is being used for the originally authorized Program purpose, the Recipient shall not dispose of or encumber its title or other interests without the approval of the County. Use and disposal of the equipment shall be in accordance with paragraphs (c) and (e) of 2 CFR 200.313. When equipment acquired under this federal Program is no longer needed for the original Program or for other activities currently or previously supported by a federal agency, the Recipient shall request disposition instructions from the County if required by the terms and conditions of the federal Program disposition of the equipment as follows, in accordance with federal agency or pass-through entity disposition instructions:

- a. Equipment with a current fair market value of \$10,000 or less (per unit) may be retained, sold, or otherwise disposed of with no further responsibility to the County.
- b. Except as provided in 2 CFR 200.312(b), or if the County fails to provide requested disposition instructions within 120 days, items of equipment with a current fair market value in excess of \$10,000 (per-unit) may be retained or sold by the Recipient. However, the County is entitled to an amount calculated by multiplying the percentage of the federal grant contribution towards the original purchase by the current market value or proceeds from the sale. If the equipment is sold, the County may permit the Recipient to retain, from the federal share, \$1,000 of the proceeds to cover expenses associated with the selling and handling of the equipment.

9. Recipient hereto shall retain all records relating to the performance and administration of this Agreement for five (5) years after final payment hereunder, and Recipient agrees to provide such records either to the County or to a County approved third-party upon the request of the County.

10. Recipient shall be required to provide reports to the County. Reporting frequency shall occur at six (6) months and one (1) year from grant disbursement. After being awarded, a reporting form shall be provided to include at minimum funds spent by category, a summary of activities, and photos, if applicable. Through the monitoring process, the Recipient is responsible for providing documentation demonstrating grant funds were/are being used as intended and as specified in this Agreement. If a Recipient finds it necessary to change their intended use of funds, they shall seek approval from the County in writing and submit an updated, itemized list of anticipated business expenses prior to making any changes, and an amendment to this Agreement reflecting the change shall be executed.

11. In accordance with generally accepted accounting practices, it is recommended the Recipient maintain records of all matters related to the grant money, including but not limited to, records to support costs associated with grant funds; copy of the grant award application and all other related documents; and all documentation of reports, audits, and other monitoring. The County retains the right to request records showing the use of Program grant funds.
12. Recipient understands documents submitted within this Program are public documents. The County retains the right to publish data regarding Recipient finances, performance metrics, and Program evaluation. This includes, but is not limited to, Board of Supervisors reports, completed audits by the County Auditor, and shared publicly through the County's website.
13. Recipient is registered through the SAM.gov website and is identified by the Unique Entity Identifier (UEI) number <ENTER NUMBER>.
14. 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 Recipient 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 Recipients receipt or use of Program funds.
15. 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. Recipient represents 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 if such a financial interest does exist at the inception of this Agreement and is later discovered by the County, Recipient may be required to reimburse the grant monies to the County.
16. The parties to this Agreement have read and are aware of the provisions, as applicable to this Program and Recipient, of Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards, including Recipient is not suspended or debarred from receiving state or federal contracts.
17. Recipient hereby certifies as a federal grantee, the maintenance of workers' compensation insurance, as applicable, as well as general liability insurance. Recipient shall notify the County in the event any required insurance is canceled, expired, or otherwise invalidated during the performance period of this Agreement.
18. Recipient hereby certifies as a federal grantee, under penalty of perjury under the laws of the State of California, compliance with the requirements of the Drug-Free Workplace Act of 1988 (41 USC 81) and shall provide a drug-free workplace.
19. Pursuant to California Executive Order N-6-22 Recipient is aware 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 Executive Order 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>).

20. Should any additional grant funds be made available to Recipient through the Program, said funds shall be subject to the terms of this Agreement.

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

RECIPIENT:

[For an individual]

[name], d/b/a

[business name]

Date:

OR

[For a corporation]

[business name],
a [state] corporation

By: _____

Name:

Title:

Date:

By: _____

Name:

Title:

Date:

COUNTY:

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

By: _____

Name: Tracey Ferguson

Title: Planning Director

Date:

PLUMAS COUNTY BOARD OF SUPERVISORS

RESOLUTION NO. 2025-

**RESOLUTION TO AUTHORIZE THE COUNTY PLANNING DIRECTOR
TO SIGN GRANT AGREEMENTS FOR DISBURSEMENT OF THE
COMMUNITY DEVELOPMENT BLOCK GRANT 2021 DIXIE FIRE RECOVERY
FOR-PROFIT BUSINESS ECONOMIC DEVELOPMENT GRANT PROGRAM**

WHEREAS, in response to the economic hardships experienced by businesses due to the 2021 Dixie Fire, the County of Plumas established a business assistance program using Community Development Block Grant (CDBG) funding received from the U.S. Department of Housing and Urban Development (HUD) and administered by the California Department of Housing and Community Development (HCD) called the 2021 Dixie Fire Recovery For-Profit Business Economic Development Program (hereinafter "Program"); and

WHEREAS, the Program will provide relief in the form of financial grant assistance to established businesses directly or indirectly impacted by the 2021 Dixie Fire and start-up businesses established post-Dixie Fire to help offset operating capital expenses and equipment and supplies costs to promote economic activity; and

WHEREAS, the total allocated grant funds from the Program in the amount of \$567,500 was approved for the benefit of businesses (hereinafter "Recipients") within the CDBG "Grant Eligibility Zone" or Census Tract 4, Block Groups 2 and 3 including areas of Greenville, Crescent Mills, Taylorsville, and the Highway 70 Canyon; and

WHEREAS, the Grant Program Final Guidelines and Grant Program Application were adopted by the Plumas County Board of Supervisors on August 6, 2024, and released thereafter on August 19, 2024; and

WHEREAS, the application period is considered on a rolling basis through May of 2026 and therefore shall be open until all Program funds are exhausted through grant awards to Recipients; and

WHEREAS, the objective for the number of beneficiaries under the Program is to assist no fewer than twenty-five Recipients; and

WHEREAS, grant awards to any one Recipient shall not exceed \$20,000.00 unless a Recipient maximizes the \$20,000.00 grant award with at least 50% (i.e., \$10,000 or more) of eligible expenses purchased from a business located in Plumas County, then an additional incentive increase of \$2,700 in grant funds may be awarded; thus, the maximum grant award amount shall not exceed \$22,700.00; and

WHEREAS, the Plumas County Board of Supervisors wishes to expend all funds regarding the Program funds and delegates authorization to execute the grant agreements.

NOW, THEREFORE, BE IT RESOLVED the Plumas County Board of Supervisors does hereby approve and authorize the County Planning Director to sign the grant agreements for the Recipients of the Program.

The foregoing was duly passed and adopted by the Board of supervisors of the County of Plumas, State of California, at a regular meeting of said Board on the 18th day of February, 2025, by the following vote:

AYES: Supervisors
NOES: Supervisors
ABSENT: Supervisors

Kevin Goss, Chair
Board of Supervisors

ATTEST:

Allen Hiskey
Clerk of the Board of Supervisors

Approved as to form:


Joshua Breetzel, Attorney
County Counsel's Office



**PLUMAS COUNTY
BUILDING DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Michael Coelho, Director of Building Services

MEETING DATE: February 18, 2025

SUBJECT: Approve and authorize Chair to ratify and sign an agreement between Plumas County Building and Shums Coda Associates, Inc. to provide plan review of Greenville Rancheria Health Clinic; effective January 28, 2025; not to exceed \$25.000.00; (General Fund Impact) this is an unbudgeted item; approved as to form by County Counsel; discussion and possible action. **Four/Fifths Roll Call Vote**

Recommendation:

Approve and authorize Chair to ratify and sign an agreement between Plumas County Building and Shums Coda Associates, Inc. to provide plan review of Greenville Rancheria Health Clinic; effective January 28, 2025; not to exceed \$25.000.00; (General Fund Impact) this is an unbudgeted item; approved as to form by County Counsel; discussion and possible action. **Four/Fifths Roll Call Vote**

Background and Discussion:

Due to the upcoming retirement of the Senior Plancheck Inspector, and the complexity of the plans, it is necessary to hire a company that can provide plan check review and approval services.

Action:

Approve and authorize Chair to ratify and sign an agreement between Plumas County Building and Shums Coda Associates, Inc. to provide plan review of Greenville Rancheria Health Clinic; effective January 28, 2025; not to exceed \$25.000.00; (General Fund Impact) this is an unbudgeted item; approved as to form by County Counsel; discussion and possible action. **Four/Fifths Roll Call Vote**

Fiscal Impact:

(General Fund Impact) this is an unbudgeted item.

Attachments:

1. 4861 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 **Building Department** (hereinafter referred to as "County"), and Shums Coda Associates, Inc., a California Corporation (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 Twenty-five Thousand and No/100 Dollars (\$25,000.00).
3. **Term.** The term of this agreement shall be from January 28, 2025, through June 30, 2025, unless terminated earlier as provided herein. County's Board of Supervisors hereby ratifies, and approves for payment, services provided by Contractor from January 28, 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.

_____ COUNTY INITIALS

- 1 -

CONTRACTOR INITIALS _____

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

_____ COUNTY INITIALS

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CONTRACTOR INITIALS _____

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

_____ COUNTY INITIALS

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CONTRACTOR INITIALS _____

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.

_____ COUNTY INITIALS

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CONTRACTOR INITIALS _____

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:

Building Department
County of Plumas
555 Main Street
Quincy, CA 95971
Attention: Michael Coelho, Director of Building Services

Contractor:

Shums Coda Associates, Inc.
5776 Stoneridge Mall Road, Suite 150
Pleasanton, CA 94588
Attention: David Basinger, Architect, CEO, Principal

_____ COUNTY INITIALS

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CONTRACTOR INITIALS _____

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.

_____ COUNTY INITIALS

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CONTRACTOR INITIALS _____

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:

Shums Coda Associates, Inc., a California Corporation

By: _____
Name: David Basinger
Title: Chief Executive Officer
Date signed: _____

By: _____
Name: Christine Godinez
Title: Secretary
Date signed: _____

COUNTY:

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

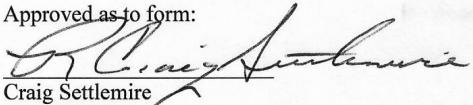
By: _____
Name: Michael Coelho
Title: Director of Building Services
Date signed: _____

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

ATTEST:

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

Approved as to form:


Craig Settlemyre
Counsel

_____ COUNTY INITIALS _____

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CONTRACTOR INITIALS _____

EXHIBIT A

Scope of Work

GREENVILLE RANCHERIA HEALTH CLINIC PLAN REVIEWS

As more particularly described in the Shums Coda Associates Cover Letter dated January 2, 2025, regarding the “Greenville Rancheria Plans Bid” a copy of which is attached hereto and made a part hereof by this reference:

Task 1) Plan Review of the Main Building, Trash Enclosure, Site Accessibility Features, Retaining Walls, and the deferred Solar System, Elevator, Roof Trusses and Generator.

Task 2) Plan Review of the Fire Sprinkler and Fire Alarm designs.

Task 3) Plan Review for on-site civil improvements including grading, drainage, and paving.

_____ COUNTY INITIALS

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CONTRACTOR INITIALS _____

EXHIBIT B

Fee Schedule

PLAN REVIEW FOR GREENVILLE RANCHERIA HEALTH CLINIC

1. FOR THE SERVICES LISTED IN EXHIBIT A, Task #1) Contractor will be compensated at an hourly rate of \$150 per hour, not to exceed a total of \$10,000.
2. FOR THE SERVICES LISTED IN EXHIBIT A, Task #2) Contractor will be compensated at an hourly rate of \$240/hour not to exceed a total fee of \$2,500 for a standard system; or \$3,500 for a non-standard system or reviews extending beyond fire sprinklers and alarms.
3. FOR THE SERVICES LISTED IN EXHIBIT A, Task #3) Contractor will be compensated at an hourly rate of \$240/hour not to exceed the \$2,500.

Contractor shall invoice County by the 15th day of each month for services provided during the prior calendar month. Each invoice shall break down the services by Task number, and shall provide the date, time expended, and a brief description of the services provided and a calculation of the total fee for the month. County shall pay the undisputed amount of each invoice not later than 30 days after receipt of each invoice.

_____ COUNTY INITIALS

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CONTRACTOR INITIALS _____

January 2, 2025

Michael V. Coelho, Building Services Director & Building Official
Plumas County Building Department
555 Main St,
Quincy, CA 95971



SHUMS CODA
ASSOCIATES

RE: Greenville Rancheria Plans for bid

Shums Coda Associates, Inc (SCA) appreciates the opportunity to present this proposal to provide OSHPD Type III building, fire, and on-site plan review to Plumas County. We are confident that SCA is the firm with the personnel, experience, and approach that will be needed to successfully provide these services to the County, as we have reviewed and inspected several similar OSHPD projects in the past.

SCA is a building and life-safety consulting firm that was established in 2006 on the principle of assisting our municipal partners with staff augmentation and developmental services related to construction review, permitting, inspections and documentation procedures. Our firm continually receives exceptional reviews from our jurisdictional clients, as well as design professionals, developers, and contractors from all sizes of projects and varying complexities. Positive interactions related to our work product is centered in our desire to be more than a mere consultant firm but rather a contributing partner, functioning as an extension of the County's staff. We are committed to a vision of service excellence that we believe Plumas County shares and will be important for this necessary community infrastructure project.

We are constantly improving our staffing levels and efficiencies to match the complexity of each project's scope, and our additions in staffing over the past few years will be a perfect opportunity to display our continued expansion of those strengths. The following proposal will highlight key features and distinguishing points of the SCA team that will assist in this undertaking.

We intend to provide primary services out of our Corporate Headquarters, with additional support staff being provided from our regional offices (primarily Folsom, when needed). Correspondence or communication regarding the proposal should be directed to Christine Godinez, Chief Operating Officer, via email: christine.godinez@shumscoda.com, via phone (925) 400-8760 (direct), (925) 463-0651 (main), and (925) 463-0691 (fax), or via mail: 5776 Stoneridge Mall Road, Suite 150, Pleasanton, CA 94588. Additionally, technical or proposal specific clarifications that might be needed can be answered by, David Basinger, Chief Executive Officer (925) 413-5626 (cell).

If SCA is fortunate enough to be awarded this contract, we will perform the services and adhere to the requirements laid out by Plumas County. Our team looks forward to answering any additional questions you may have about our firm after reviewing our proposal.

Sincerely,

David Basinger, Architect
CEO/ Principal
david.basinger@shumscoda.com
(925) 413-5626 (Cell)

Christine Godinez
COO/ Corporate Secretary
christine.godinez@shumscoda.com
(925) 400-8760 (Direct)

Corporate Headquarters
5776 Stoneridge Mall Road, Suite 150, Pleasanton, CA 94588 | (925) 463-0651
Tel (844) 674-5179 | Fax (925) 463-0691 | www.shumscoda.com

Regional Offices

Folsom, CA | Irvine, CA | Las Vegas, NV | Salt Lake City, UT | St. George, UT | Goodyear, AZ | Denver, CO

From the information provided in previous emails about this project, we understand that this will be a newly constructed Type VB, two-story, OSHPD Type III medical clinic per CBC 1226 with a primary occupancy of Group B business use. We have completed many similar projects over our eighteen years of business and understand the nuances of code requirements as they relate to OSHPD Type III construction, as well as any associated licensing through a potential medical ownership group. As with any project, the time for completion of the reviews is critical for the success of maintaining construction schedules but is even more pronounced with the complexity of the OSHPD elements in the design. SCA is confident in our experience with previous reviews that we can commit to completing the first reviews in ten (10) working day and rechecks in five (5) working days. We would also state that our intention is to be available to the design team prior and after review cycles to discuss code minimums and comments to ensure that the design team has a clear understanding of how to resolve each issue with the next submittal. Our intent with each project review is to be a code asset that can help facilitate resolution of all code issues and quickly move into permits and construction phases of the undertaking.

Our plan review services will encompass a complete code review (building, egress, accessibility, fire-life safety, structural, mechanical, electrical, plumbing, energy, and green code) of the main building, trash enclosure, site accessibility features, elevator, roof trusses, generator and deferred solar system for energy. The overall building is 16,323-sq. ft. in proposed size, which (per the estimate permit and plan review fee screen shot sent with the email) would be approximately a \$18,100 County calculated plan review fee. After reviewing the preliminary plans provided of the project and assessing that they would appear to be very complete, SCA would be willing to provide the building plan review at a fixed fee of \$10,000 – which would be 55% of the collected plan review fees at Plumas County. As this is essentially an infrastructure capital improvement project, we would further be willing to provide our overall building plan review services at an hourly rate of \$150/hour with a not to exceed the \$10,000 fixed fee, in order to ensure the best possible pricing for our services.

Additionally, we understand that part of the proposed services will be a separate fire code plan review of fire sprinkler and alarm systems serving the building. Our proposed fixed fee for this portion of the plan review would be \$2,500. However, this assumes standard systems to be reviewed. If the project were to require non-standard sprinkler/alarm systems (i.e., fire pump, dry-pipe systems, etc.), or if the review were to extend to a review of emergency vehicle access, fire lines and hydrants, the fixed fee would increase by \$1,000 to include these items. Similarly to the building review, we could also provide these review services at an hourly rate of \$190/hour and agree to not exceed the fixed fee of \$2,500 (or \$3,500 with special systems).

We also understand that Plumas County is interested in a separate on-site civil grading and drainage review for the project. SCA can also provide the on-site engineering review team for grading and drainage for a fixed fee of \$2,500. Again, we can also provide the on-site civil review at an hourly rate of \$240/hour not to exceed the fixed fee quote.

To summarize our proposal:

1. For plan review of the Main Building, Trash Enclosure, Site Accessibility Features, Retaining Walls, and the deferred Solar System, Elevator, Roof Trusses and Generator, we propose a fixed fee of \$10,000 (or hourly at \$150/hour not to exceed \$10,000).
2. For plan review of the Fire Sprinkler and Fire Alarm designs we propose a fixed fee of \$2,500 for a standard system or \$3,500 for a non-standard system or reviews extending beyond fire sprinklers and alarms (or a hourly rate of \$190/hour not to exceed the fixed fee rate).
3. For plan review of the on-site civil improvements including grading, drainage and paving we propose a fixed fee of \$2,500 (or an hourly rate of \$240/hour not to exceed the fixed fee).

SCA does pride ourselves in being able to customize our services to match our client's needs, so if any of this information needs to be negotiated further we would be willing to discuss those options further. We appreciate the opportunity to provide this proposal and look forward to working through the next steps of this process.



**PLUMAS COUNTY
SHERIFFS DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Chad Hermann, Undersheriff

MEETING DATE: February 18, 2025

SUBJECT: Approve and authorize Chair to sign an agreement between Plumas County Sheriff's Office and OLB Associates, LLC for the fixed asset purchase of 80 kw Rehlko generator; total not to exceed \$45,000.00; (No General Fund Impact) AB443 funding, (Sheriff) Account #70330, Fund #544130 (Generator); Pending budget transfer approval form Auditor from Title III funding Account # 20027, Fund # 0011 to AB443 Account #70330, Fund #544130 upon purchase of fixed asset. Approved as to form by County Counsel; discussion and possible action. **Four/Fifths roll call vote**

Recommendation:

Approve and authorize Chair to sign an agreement between Plumas County Sheriff's Office and OLB Associates, LLC for the fixed asset purchase of 80 kw Rehlko generator; total not to exceed \$45,000.00; (No General Fund Impact) AB443 funding, (Sheriff) Account #70330, Fund #544130 (Generator); **Pending budget transfer** approval form Auditor from Title III funding Account # 20027, Fund # 0011 to AB443 Account #70330, Fund #544130 upon purchase of fixed asset. Approved as to form by County Counsel; discussion and possible action. **Four/Fifths roll call vote**

Background and Discussion:

Red Hill is one of the communication sites utilized by the Plumas County Sheriff's Office and other entities for radio communications. The site is in need to have the generator replaced for back up power in order to keep the site functioning properly when electrical services are interrupted.

Action:

Approve and authorize Chair to sign an agreement between Plumas County Sheriff's Office and OLB Associates, LLC for the fixed asset purchase of 80 kw Rehlko generator; total not to exceed \$45,000.00; (No General Fund Impact) AB443 funding, (Sheriff) Account #70330, Fund #544130 (Generator); **Pending budget transfer** approval form Auditor from Title III funding Account # 20027, Fund # 0011 to AB443 Account #70330, Fund #544130 upon purchase of fixed asset. Approved as to form by County Counsel; discussion and possible action. **Four/Fifths roll call vote**

Fiscal Impact:

No General Fund Impact AB443 funding,.

Attachments:

1. OLB Generator

**MASTER PURCHASE AGREEMENT
COUNTY OF PLUMAS**

Date:

Vendor:

County: County of Plumas
Department of

Tel:

Tel:

Description: Purchase of
as identified in the purchase agreement attached to MPA as Exhibit A.

Cost: The total compensation payable under this agreement, inclusive of all expenses, shall not exceed
\$ Dollars
(\$)

Term: Agreement shall commence on and shall terminate on
unless the Contract is terminated earlier.

I understand and agree to the terms set forth above and those contained in the Retail Sales Contract which is attached hereto as Exhibit B and incorporated herein by this reference.

VENDOR:

COUNTY:

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

By: _____

Name:

By: _____

Title:

Name:

Date Signed:

Chair, Board of Supervisors

Date signed:

ATTEST:

By: _____

Name:

Deputy Clerk of the Board

Date Signed:

Approved as to form:


Joshua Brechtel, Attorney
County Counsel's Office

OLB Associates, LLC

EXHIBIT A
(6 PAGES)

Plumas County Sheriff's Office
Via Email: Chad Hermann, chermann@psco.net

Customer Name	Plumas County Sheriff's Office	Quote Number	24125-2
Job Name	Plumas County 80kW	Date	1/20/2025
Location	Quincy, CA 95971	Quote Expires:	2/19/2025
Lead Time (weeks)	15		

Part Number	Description	Qty	Unit Price	Extended Price
KG80-CP1	KG80 Generator Set	1	\$ 30,365.41	\$ 30,365.41
GM71618-KP1	Flexible Fuel Line	1		
GM105772-KP	Literature, General Maintenance, KG80	1		
Standard GSA Items:				
GM107120-AA1	DECAL, EPA	1		
000000000000222661	Nameplate Rating, Standby 130 Degree	1		
000000000000333702	Voltage,60Hz,120/240V,1Ph,3W,1.0PF	1		
GM116512-MA1	Unit Mtd Radiator Cooling	1		
GM105461-MA1	Air Intake, 80KW, Standard Duty	1		
GM107121-AA8	SOFTWARE, PROGRAMMING, APM402 60Hz	1		
000000000000358324	Fuel Code, LP Gas/LP Liquid	1		
GM105420-MA4	Fuel Module, Single Fuel UL	1		
GM88179-CA1	Breaker 1 Components	1		
GM86123-KA1	Decals, Bonding & Phasing	1		
GM50088	1 Year Standard, Standby	1		
GM118598-GA2	KG80, 4RX, 6.2L Turbo	1		
GM77540-MA1	ALT&MTG, 4R9X (SAE 11.5, No. 3)	1		
GM104537-MA1	Skid&Mtg, 44"	1		
GM104540-MA1-BLK	CONTROLLER&MTG, APM402 400A 3PH	1		
Open Market Items:				
GM105582-KA1-KCB	SOUND ENCLOSURE, STEEL, 80kW	1		
GM115370-KA1	BLOCK HEATER, 1500W, 120V	1		
000000000000256985	Battery,1/12V,650CCA,Wet	1		
GM96391-KA1	Battery Charger 12V, 6A	1		
GM52295-KA1	LCB, 350A, LAP, Therm Mag, 80%	1		
GM51852-KA1	MTG, LCB, L-Frame 300-400, 4S	1		
GM51870-KA13-KCB	COVERS, 4S J-BOX L-FRAME WITH L LCB	1		
GM51855-KA2	Neutral, 600A 4S	1		
GM28625-KA2	Coolant in Genset 6 gals.	1		

W333 S191 Glen Oaks Drive, Delafield, WI 53018-3128
262.366.6079 olbawi@wi.rr.com

GM64354-KA1 000000000000221661	SKID EXTENSION Warranty, 2 Year Basic	1 1		
	Estimated Load Test and Set Up	0	\$9,779.79	\$9,779.79
	Estimated Freight	0	\$4,372.50	\$4,372.50
			\$14,152.29	\$14,152.29
	Total Quote		\$44,517.70	\$44,517.70

OLB Associates Contact: Lise Zwisler, 262.366.6079, olba@wi.rr.com

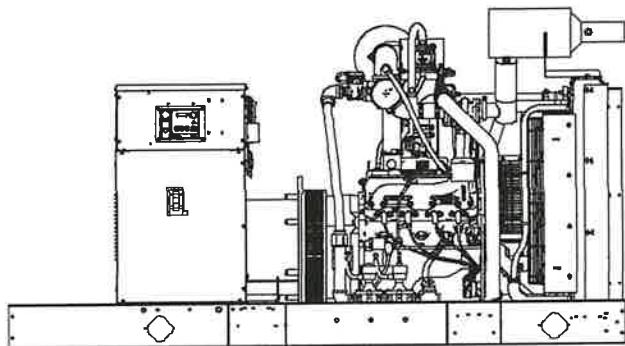
OLB Associates, LLC CAGE 7MFD4, DUNS 080250644, UEI X14MMN2GEWG3
 Authorized Dealer, Kohler Co. (Rehlko), GSA Contract GS07F019DA

EPA-Certified for 60 Hz Stationary Emergency Applications

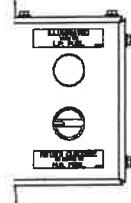
EPA certification not applicable at 50 Hz

Ratings Range

Standby:	60 Hz		50 Hz	
	kW	kVA	kW	kVA
Standby:	63-80	63-100	56-66	56-83


Standard Features

- Rehlko provides one-source responsibility for the generating system and accessories.
- The generator set and its components are prototype-tested, factory-built, and production-tested.
- The 60 Hz generator set offers a cULus listing.
- CSA approval is available.
- The 60 Hz generator set meets NFPA 110, Level 1, when equipped with the necessary accessories and installed per NFPA standards.
- The generator set accepts rated load in one step.
- A one-year limited warranty covers all generator set systems and components. Two- and five-year extended limited warranties are also available.
- Alternator features:
 - The unique Fast-Response® X excitation system delivers excellent voltage response and short-circuit capability using a rare-earth, permanent magnet (PM)-excited alternator.
 - The brushless, rotating-field alternator has broadrange reconnectability.
- Natural gas, LP gas, and dual fuel models are available.
- Dual fuel model features:
 - Natural gas is the primary fuel. Automatically transfers back to primary fuel when LPG fuel becomes low or generator stops and restarts.
 - The patent pending reset box on the generator provides the ability to manually transfer back to natural gas.


Generator Set Ratings

Alternator	Voltage	Ph	Hz	Natural Gas		LP Gas	
				130°C Rise	Standby Rating	130°C Rise	Standby Rating
				kW/kVA	Amps	kW/kVA	Amps
4P10X	120/208	3	60	77/96	267	77/96	267
	127/220	3	60	80/100	263	80/100	263
	120/240	3	60	77/96	231	77/96	231
	120/240	1	60	63/63	263	63/63	263
	139/240	3	60	80/100	241	80/100	241
	220/380	3	60	70/88	134	70/88	134
	277/480	3	60	80/100	121	80/100	121
	347/600	3	60	80/100	97	80/100	97
	110/190	3	50	65/81	247	65/81	247
	115/200	3	50	65/81	234	65/81	234
	120/208	3	50	63/79	220	63/79	220
	110/220	3	50	65/81	213	65/81	213
	110/220	1	50	56/56	255	56/56	255
	220/380	3	50	65/81	124	65/81	124
	230/400	3	50	65/81	117	65/81	117
	240/415	3	50	63/79	110	63/79	110

RATINGS: All three-phase units are rated at 0.8 power factor. All single-phase units are rated at 1.0 power factor. **Standby Ratings:** The standby rating is applicable to varying loads for the duration of a power outage. There is no overload capability for this rating. Ratings are in accordance with ISO-8528-1 and ISO-3046-1. Obtain technical information bulletin (TIB-101) for ratings guidelines, complete ratings definitions, and site condition derates. The generator set manufacturer reserves the right to change the design or specifications without notice and without any obligation or liability whatsoever.

Discovery Energy, LLC

 200 Twin Oaks Road, Kohler, WI 53044 USA
 For the nearest sales and service outlet in the US and Canada, phone 1-800-544-2444 - powersystems.rehlko.com

Generator Set Ratings, continued

Alternator	Voltage	Ph	Hz	Natural Gas		LP Gas	
				130°C Rise	Standby Rating	130°C Rise	Standby Rating
				kW/kVA	Amps	kW/kVA	Amps
4R9X	120/208	3	60	80/100	278	80/100	278
	127/220	3	60	80/100	263	80/100	263
	120/240	3	60	80/100	241	80/100	241
	120/240	1	60	77/77	321	77/77	321
	139/240	3	60	80/100	241	80/100	241
	220/380	3	60	80/100	152	80/100	152
	277/480	3	60	80/100	121	80/100	121
	347/600	3	60	80/100	97	80/100	97
	110/190	3	50	66/83	253	66/83	253
	115/200	3	50	66/83	240	66/83	240
4T9X	120/208	3	50	66/83	231	66/83	231
	110/220	3	50	66/83	218	66/83	218
	110/220	1	50	66/66	300	66/66	300
	220/380	3	50	66/83	127	66/83	127
	230/400	3	50	66/83	120	66/83	120
	240/415	3	50	66/83	116	66/83	116
	120/240	1	60	80/80	334	80/80	334
	110/220	1	50	66/66	300	66/66	300

Alternator Specifications
Application Data

Specifications	Alternator
Type	4-Pole, Rotating-Field
Exciter type	Brushless, Rare-Earth Permanent Magnet
Leads: quantity, type	
4P10X, 4R9X	12, Reconnectable
4T9X	4, 110-120/220-240 V
Voltage regulator	Solid State, Volts/Hz
Insulation:	NEMA MG1
Material	Class H
Temperature rise	130°C, Standby .
Bearing: quantity, type	1, Sealed
Coupling	Flexible Disc
Amortisseur windings	Full
Voltage regulation, no-load to full-load	Controller Dependent
One-step load acceptance	100% of Rating
Unbalanced load capability	100% of Rated Standby Current
Peak motor starting kVA:	(35% dip for voltages below)
480 V	4P10X (12 lead)
480 V	4R9X (12 lead)
240 V	4T9X (4 lead)
	275 (60 Hz)
	385 (60 Hz)
	237 (60 Hz)

Engine	Engine Specifications	
	60 Hz	50 Hz
Engine: model, type	KG6208TSD 6.2 L	
Turbocharged, Aftercooled		
KG6208TSC 6.2 L		
Turbocharged, Aftercooled, with catalyst (60 Hz only)		
V-8		
6.2 (378)		
101.6 x 95.25 (4.00 x 3.75)		
9.8:1		
1800	1800	1500
Max. power at rated rpm, kW (HP)		
Natural Gas	93.6 (126)	78 (105)
LPG	94.6 (127)	78.8 (106)
Cylinder head material	Cast Aluminum	
Piston type and material	Cast Aluminum	
Crankshaft material	Cast Iron	
Valve (exhaust) material	Forged Steel	
Governor type	Electronic	
Frequency regulation, no-load to full-load		
Frequency regulation, steady state		
Frequency	±1.0%	
Air cleaner type, all models	Fixed	
	Dry	

Exhaust	Exhaust System	
	60 Hz	50 Hz
Exhaust manifold type	Dry	
Exhaust flow at rated kW, m ³ /min. (cfm)	18 (636)	15 (530)
Exhaust temperature at rated kW, dry exhaust, °C (°F)		680
715 (1319)		(1256)
Maximum allowable back pressure, kPa (in. Hg)	12 (3.54)	10 (2.95)
Exhaust outlet size at engine hookup, mm (in.)		88.9 (3.5)

- NEMA MG1, IEEE, and ANSI standards compliance for temperature rise and motor starting.
- Sustained short-circuit current of up to 300% of the rated current for up to 10 seconds.
- Sustained short-circuit current enabling downstream circuit breakers to trip without collapsing the alternator field.
- Self-ventilated and dripproof construction.
- Superior voltage waveform from a two-thirds pitch stator and skewed rotor.
- Windings are vacuum-impregnated with epoxy varnish for dependability and long life.

Engine Electrical

Engine Electrical System	60 Hz	50 Hz
Ignition system	Coil Pack	
Battery charging alternator:		
Ground (negative/positive)	Negative	
Volts (DC)	12	
Ampere rating	130	
Starter motor rated voltage (DC)	12	
Battery, recommended cold cranking amps (CCA):		
Qty., rating for -18°C (0°F)	One, 650	
Battery voltage (DC)	12	

Fuel

Fuel System	60 Hz	50 Hz
Fuel type	Natural Gas, LP Gas, or Dual Fuel	
Fuel supply line inlet	1.25 NPT	

Natural gas and LPG vapor fuel supply pressure, kPa (in. H₂O) 1.74-2.74 (7-11)

Fuel Composition Limits *	Nat. Gas	LP Gas
Methane, % by volume	90 min.	—
Ethane, % by volume	4.0 max.	—
Propane, % by volume	1.0 max.	85 min.
Propene, % by volume	0.1 max.	5.0 max.
C ₄ and higher, % by volume	0.3 max.	2.5 max.
Sulfur, ppm mass		25 max.

Lower heating value, MJ/m³ (Btu/ft³), min. 33.2 (890) 84.2 (2260)

* Fuels with other compositions may be acceptable. If your fuel is outside the listed specifications, contact your local authorized distributor for further analysis and advice.

Lubrication

Lubricating System	60 Hz	50 Hz
Type	Full Pressure	
Oil pan capacity, L (qt.) §	5.7 (6.0)	
Oil pan capacity with filter and oil cooler, L (qt.) §	8.0 (8.5)	

Oil filter: quantity, type § 1, Cartridge

§ Rehlko recommends the use of Rehlko Genuine oil and filters.

Cooling

Radiator System	60 Hz	50 Hz
Ambient temperature, °C (°F)*	50 (122)	
Engine jacket water capacity, L (gal.)	7.3 (1.93)	
Radiator system capacity, including engine, L (gal.)	22.7 (6.0)	
Engine jacket water flow, Lpm (gpm)	112.5 (29.7)	90 (23.8)
Heat rejected to cooling water at rated kW, dry exhaust, kW (Btu/min.)	66.5 (3785)	55.4 (3153)
Heat rejected to charge air cooler at rated kW, dry exhaust, kW (Btu/min.)	9 (512)	7.5 (427)
Water pump type	Centrifugal	
Fan diameter, including blades, mm (in.)	711 (28)	
Fan, kWm (HP)	7.0 (9.4)	3.0 (4.0)
Max. restriction of cooling air, intake and discharge side of radiator, kPa (in. H ₂ O)	0.12 (0.5)	
Enclosure with enclosed silencer reduces ambient temperature capability by 5°C (9°F).		

Operation Requirements

Air Requirements	60 Hz	50 Hz
Radiator-cooled cooling air, m ³ /min. (scfm)†	230 (8122)	192 (6780)
Combustion air, m ³ /min. (cfm)	5.3 (187)	4.4 (155)
Heat rejected to ambient air:		
Engine, kW (Btu/min.)	24 (1366)	20 (1138)
Alternator, kW (Btu/min.)	8.8 (500)	7.9 (450)
Air density = 1.20 kg/m ³ (0.075 lbm/ft ³)		

Fuel Consumption‡	60Hz	50Hz
Natural Gas, m ³ /hr. (cfh) at % load		Standby Ratings
100%	34.0 (1202)	28.1 (993)
75%	29.2 (1032)	23.2 (821)
50%	22.7 (803)	16.5 (584)
25%	14.9 (527)	9.8 (347)
LP Gas, m ³ /hr. (cfh) at % load		Standby Ratings
100%	14.7 (521)	11.4 (403)
75%	11.7 (413)	8.5 (300)
50%	7.7 (272)	6.0 (215)
25%	5.2 (183)	4.2 (149)

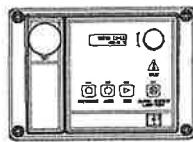
Nominal Fuel Rating: Natural gas, 37 MJ/m³ (1000 Btu/ft.³)
LP vapor, 93 MJ/m³ (2500 Btu/ft.³)

LP vapor conversion factors:

8.58 ft.³ = 1 lb.

0.535 m³ = 1 kg.

36.39 ft.³ = 1 gal.

Controllers

APM402 Controller

Provides advanced control, system monitoring, and system diagnostics for optimum performance and compatibility.

- Digital display and menu control provide easy local data access
- Measurements are selectable in metric or English units
- Remote communication thru a PC via network or serial configuration
- Controller supports Modbus® protocol
- Integrated hybrid voltage regulator with ±0.5% regulation
- Built-in alternator thermal overload protection
- NFPA 110 Level 1 capability

Refer to G6-161 for additional controller features and accessories.


APM603 Controller

• Provides advanced control, system monitoring, and system diagnostics for optimum performance and compatibility.

- 7-inch graphic display with touch screen and menu control provides easy local data access
- Measurements are selectable in metric or English units
- Generator management to turn paralleled generators off and on as required by load demand
- Load management to connect and disconnect loads as required
- Controller supports Modbus® RTU, Modbus® TCP, SNMP and BACnet®
- Integrated voltage regulator with ±0.25% regulation
- Built-in alternator thermal overload protection
- UL-listed overcurrent protective device
- NFPA 110 Level 1 capability

Refer to G6-162 for additional controller features and accessories.

BACnet® is a registered trademark of ASHRAE.

Standard Features

- Air Cleaner Restrictor Indicator
- Alternator Protection
- Battery Rack and Cables
- Dual Fuel Reset Box (standard on dual fuel models)
- Electronic, Isochronous Governor
- Gas Fuel System (includes fuel mixer, electronic secondary gas regulator, gas solenoid valve, and flexible fuel line between the engine and the skid-mounted fuel system components)
- Integral Vibration Isolation
- Local Emergency Stop Switch
- Oil Drain Extension
- Operation and Installation Literature
- Open Unit Accessory Kit (radiator duct flange, stone guard and flexible exhaust)

Available Options

Circuit Breakers

Type	Rating
<input type="checkbox"/> Magnetic Trip	<input type="checkbox"/> 80%
<input type="checkbox"/> Thermal Magnetic Trip	<input type="checkbox"/> 100%
<input type="checkbox"/> Electronic Trip (L1)	
<input type="checkbox"/> Electronic Trip with Short Time (LSI)	
<input type="checkbox"/> Electronic Trip with Ground Fault (LSIG)	

Circuit Breaker Mounting

- Generator Mounted
- Remote Mounted
- Bus Bar (for remote mounted breakers)

Enclosures for Remote Mounted Circuit Breakers

- NEMA 1
- NEMA 3R

Approvals and Listings

- cULus (UL 2200 and CSA)
- Hurricane Rated Enclosure
- IBC Seismic Certification

Enclosure

- Sound Enclosure (with enclosed critical silencer)
- Weather Enclosure (with enclosed critical silencer)
- Sound Enclosure (with enclosed critical silencer and three-way catalyst)
- Weather Enclosure (with enclosed critical silencer and three-way catalyst)

Open Unit

- Exhaust Silencer, Critical
- Flexible Exhaust Connector, Stainless Steel
- Open Unit Accessory Kit (radiator duct flange, stone guard, flexible exhaust, and three-way catalyst)

Fuel System

- Dual Fuel NG/LPG (automatic changeover)
- Flexible Fuel Line
- Fuel Filter Kit
- Secondary Gas Solenoid Valve (NFPA Fuel System)

Cooling System

- Block Heater, 1500 W, 110-120 V
- Block Heater, 1500 W, 190-240 V
Recommended for ambient temperatures below 10°C (50°F)

Controller

- Common Failure Relay (APM603 Controller only)
- Four Input/Fifteen Output Module
- Lockable Emergency Stop
- Manual Key Switch (APM603 only)
- Manual Speed Adjust (APM402 only)
- Remote Emergency Stop
- Run Relay (Standard with APM603)
- Remote Annunciator panel
- Two Input/Five Output Module (APM402 only)

Electrical System

- Battery
- Battery Charger
- Battery Charger Temperature Compensation
- Battery Heater
- Generator Heater

Miscellaneous

- Certified Test Report
- Engine Fluids Added
- Rated Power Factor Testing
- Rodent Guards

Literature

- General Maintenance
- NFPA 110
- Overhaul
- Production

Warranty

- 2-Year Basic Limited Warranty
- 5-Year Basic Limited Warranty
- 5-Year Comprehensive Limited Warranty

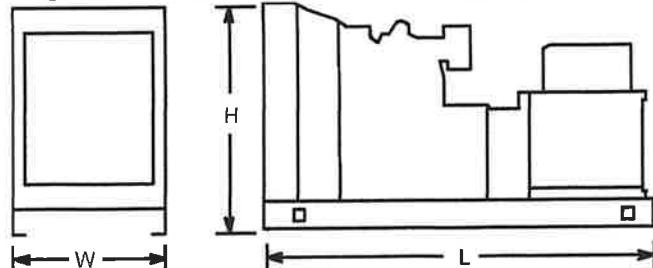
Dimensions and Weights

Overall Size, L x W x H, mm (in.):

2800 x 1120 x 1483 (110.2 x 44.1 x 58.4)

Weight, wet, kg (lb.):

1025 (2260)



NOTE: This drawing is provided for reference only and should not be used for planning installation. Contact your local authorized distributor for more detailed information.



**PLUMAS COUNTY
SHERIFFS DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Chad Hermann, Undersheriff

MEETING DATE: February 18, 2025

SUBJECT: Approve and authorize budget transfer(s) of \$45,000.00 from dept. #70331 (AB443) and account #542200 (Communication Equipment) to dept. #70331 (AB443) account #544130 (Generator) to cover the over-budget costs of the purchase of a 80 kw Rehlko generator; approved by Auditor/Controller. **Four/Fifths roll call vote**

Recommendation:

Approve and authorize budget transfer(s) of \$45,000.00 from dept. #70331 (AB443) and account #542200 (Communication Equipment) to dept. #70331 (AB443) account #544130 (Generator) to cover the over-budget costs of the purchase of a 80 kw Rehlko generator; approved by Auditor/Controller. **Four/Fifths roll call vote**

Background and Discussion:

Budget transfer from dept. #70331, account #542200, (Communications Equipment) to dept. #70331, account #544130, (Generator), for the purchase of an 80 kw Rehlko generator for use at the Red Hill communications site.

Action:

Approve and authorize budget transfer(s) of \$45,000.00 from dept. #70331 (AB443) and account #542200 (Communication Equipment) to dept. #70331 (AB443) account #544130 (Generator) to cover the over-budget costs of the purchase of a 80 kw Rehlko generator; approved by Auditor/Controller. **Four/Fifths roll call vote**

Fiscal Impact:

Approve and authorize budget transfer(s) of \$45,000.00 from dept. #70331 (AB443) and account #542200 (Communication Equipment) to dept. #70331 (AB443) account #544130 (Generator) to cover the over-budget costs of the purchase of a 80 kw Rehlko generator; approved by Auditor/Controller. **Four/Fifths roll call vote**

Attachments:

1. Budget Transfer, Generator

COUNTY OF PLUMAS
REQUEST FOR BUDGET APPROPRIATION TRANSFER
OR SUPPLEMENTAL BUDGET

TRANSFER NUMBER
(Auditor's Use Only)

Department: AB443

Dept. No: 70331

Date 2/10/2025

The reason for this request is (check one):

Approval Required

- A. Transfer to/from Contingencies OR between Departments
- B. Supplemental Budgets (including budget reductions)
- C. Transfers to/from or new Fixed Asset, within a 51XXX
- D. Transfer within Department, except fixed assets
- E. Establish any new account except fixed assets

Board
Board
Board
Auditor
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

TRANSFER TO OR

SUPPLEMENTAL EXPENDITURE ACCOUNTS

TRANSFER TO OR SUPPLEMENTAL EXPENDITURE ACCOUNTS
(CHECK "TRANSFER TO" IF TRANSFER WITHIN EXISTING BUDGET, CHECK "SUPPLEMENTAL EXPENDITURE" IF SUPPLEMENTAL, NEW UNBUDGETED EXPENSE)

Fund #

Dent #

Acct #

Account Name

§ Amount

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.



**PLUMAS COUNTY
PUBLIC HEALTH AGENCY
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Audrey Rice, Management Analyst I

MEETING DATE: February 18, 2025

SUBJECT: Approve and authorize the Public Health Agency to schedule employee #101678 to a four-ten-hour workweek, pursuant to Plumas County Personnel Rule Section 8.05; discussion and possible action.

Recommendation:

Proposal:

The Plumas County Public Health Agency is requesting the following employee be granted a four-ten-hour work week:

Employee 101678

The requested alternative schedule will not adversely affect department operations or the schedules of other employees.

Background and Discussion:

According to the Plumas County Personnel Rules and clarifications thereto, upon Board authorization, and with the agreement of affected employees, a Department Head may schedule an employee's workweek into four-ten-hour days or alternative schedules, such as four nine-hour days and one four-hour day.

An employee at the Public Health Agency has requested to work a four-day work week (FDWW) meeting the Department's needs and will not impact the Department's operating hours.

The employee is aware that if a holiday falls on a day when they work more than eight (8) hours, the holiday pay will not exceed (8) hours. Additionally, the employee is aware that if a holiday falls on their scheduled day off, they will need to take the holiday during that work week. The Department Head will work with the FDDW employees to ensure that holiday time is appropriately managed to comply with Personnel Rule 7.01, discouraging overtime.

Action:

It is recommended that the Board of Supervisors authorize the above employee to work a four-day work week as listed above, and if authorized, the employee number will be provided to the Auditor and Human Resources.

Fiscal Impact:

None

Attachments:

1. Memo-Work Schedule 2-10



PCPHA

PLUMAS COUNTY PUBLIC HEALTH AGENCY



Growing Healthy Communities

Nicole Reinert, MPH, Director

Mark Satterfield, M.D. Medical Director

MEMO

DATE: February 10, 2025

TO: Honorable Board of Supervisors, County of Plumas

FROM: Nicole Reinert, MPH, Director of Public Health

SUBJECT: Approve and authorize the Public Health Agency to schedule an employee(s) work week to four ten-hour days, pursuant to the Plumas County Personnel Rules and clarifications. Upon Board authorization, and with the agreement of affected employee(s), employee(s) work a four-ten-hour day work week as presented. If authorized by the Board, a list of affected employee(s) will be provided to the Auditor and Human Resources; discussion and possible action.

Background:

Pursuant to the Plumas County Personnel Rules and clarifications thereto, upon Board authorization, and with the agreement of affected employees, a Department Head may schedule an employee's workweek into four ten-hour days or alternative schedules, such as four nine-hour days and one four-hour day.

Certain employees in the Public Health Agency have requested to work a four-day work week (FDWW) or additional flexible schedule. Allowing these employees to work a FDWG meets the Department's needs and will not impact the Department's operating hours.

The employees are aware that if a holiday falls on a day that they work more than eight (8) hours, the holiday pay will not exceed eight (8) hours. Additionally, the employees are aware that if a holiday falls on their scheduled day off, they will need to take the holiday during that work week. The Department Head or their designee will work with the FDWG employees to ensure that



530-283-6337 OFFICE
530-283-6425 FAX



270 County Hospital Rd, Suite 206
Quincy, California 95971



<http://countyofplumas.com/publichealth>

holiday time is appropriately managed so as to comply with Personnel Rule 7.01, discouraging overtime.

Proposal:

The Plumas County Public Health Agency is requesting the following employees be granted a four-day work week:

Employee 101678

The requested alternative schedules will not adversely affect department operations or the schedules of other employees.

Action:

It is recommended that the Board of Supervisors authorize the above employees to work a four-day work listed above, and if authorized, this list be provided to the Auditor and Human Resources.

END OF MEMORANDUM



**PLUMAS COUNTY
LIBRARY DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Dora Mitchell, Librarian

MEETING DATE: February 18, 2025

SUBJECT: Adopt **RESOLUTION** to Authorize the Plumas County Librarian to Execute the Grant Funding Agreement LATL 24-53B; (No General Fund Impact) State Library grant funding; approved as to form by County Counsel; discussion and possible action. **Roll call vote**

Recommendation:

Adopt **RESOLUTION** to Authorize the Plumas County Librarian to Execute the Grant Funding Agreement LATL 24-53B; (No General Fund Impact) State Library grant funding; approved as to form by County Counsel; discussion and possible action. **Roll call vote**

Background and Discussion:

Lunch at the Library is a CA State Library grant program which helps provide free summer meals to children and teens while school is out of session. The grant includes providing pop-up libraries, which are on-site and to-go programming at community-based meal sites like parks and schools that serve the meals directly. With this grant, the Library is able to visit each community site at least three times during Summer 2025 to provide activities, books, and STEAM-related programming to Plumas County youth while they pick up necessary summer meals.

Action:

Adopt **RESOLUTION** to Authorize the Plumas County Librarian to Execute the Grant Funding Agreement LATL 24-53B; (No General Fund Impact) State Library grant funding; approved as to form by County Counsel; discussion and possible action. **Roll call vote**

Fiscal Impact:

(No General Fund Impact) State Library grant funding

Attachments:

1. 4895 Resolution FINAL
2. 4895 grant award FINAL

PLUMAS COUNTY LIBRARY
RESOLUTION NO. _____

**RESOLUTION TO AUTHORIZE THE PLUMAS COUNTY LIBRARIAN TO EXECUTE
THE GRANT FUNDING AGREEMENT LATL24-53B**

WHEREAS, the Plumas County Library has been selected to receive grant monies in the amount of \$4,736 through the California State Library and the Lunch at the Library Summer 2025 project under Award Agreement number LATL24-53B; and

WHEREAS, the Agreement to receive these funds requires a resolution from the Plumas County Board of Supervisors authorizing a legally designated representative before such funds can be claimed through the California State Library; and

WHEREAS, the Plumas County Board of Supervisors wishes to delegate authorization to execute these agreements and receive and expend funds regarding these grant monies;

NOW, THEREFORE, BE IT RESOLVED, by the Plumas County Board of Supervisors that the County Librarian is authorized to execute all Grant Agreements and receive and expend funds under Agreement number LATL24-53B and any amendments thereto subject to any Plumas County purchasing policies and approval of form by County Counsel.

APPROVED AND PASSED this _____ by the Plumas County Board of Supervisors:

AYES:

NOES:

ABSENT:

Kevin Goss, Chair
Plumas County Board of Supervisors

ATTEST:

Allen Hiskey
Clerk of the Board of Supervisors



January 16, 2025

Dora Mitchell, County Librarian
Plumas County Library
445 Jackson St
Quincy, CA 95971

Dear Dora Mitchell,

We are pleased to approve the grant application for your Lunch at the Library Summer 2025 project for a total of \$4,736 in state grant funds. Plumas County Library will receive \$4,736 of the award upon execution and approval of the grant agreement, certification, and claim forms.

Hard copies of this correspondence will not follow. Keep the entirety of the correspondence for your files and consider these award materials your original documents.

This grant is governed by the attached Grant Agreement and Certification of Compliance, which includes the project period, reporting requirements, and payment schedule. The approved budget and application can be found in our grant management system, AmpliFund. Login to AmpliFund here: www.gotomygrants.com

Please sign the claim and certification forms at the back of your award packet using the DocuSign system. Should you have any questions regarding the use of DocuSign please contact your grant monitor. Upon receipt of a completed claim form that is free of errors or inaccurate information, the State Library processes it for routing to the Office of the State Controller which ultimately issues the check. The total time for the claim form to be processed, routed, payment issued, and mailed can be up to eight weeks, but is often a shorter timeframe. If you still have not received payment after eight weeks, please contact your grant monitor.

The Grant Monitor assigned to your project is Robyn McCreight. She is available to assist you throughout the year and can be reached via email at robyn.mccreight@library.ca.gov. Please stay in touch with your Grant Monitor throughout the award period. Read the enclosed award packet thoroughly and contact your Grant Monitor if you have any questions.

Best wishes for a successful project.

Respectfully yours,

A handwritten signature in black ink, enclosed in a blue rectangular box. The signature appears to read "GL".

BDA50981C41C416...
Greg Lucas
California State Librarian

2/6/2025

Library – Courts Building
P.O. Box 942837
Sacramento, CA 94237-0001

916-323-9759
csl-adm@library.ca.gov
www.library.ca.gov

THE BASICS – YOUR GRANT AWARD

The following provides all the basic information about your grant and managing your grant.

Award #:	LATL24-53B
Library/Organization:	Plumas County Library
Project Title:	Lunch at the Library Summer 2025
Award Amount:	\$4,736
Start Date:	February 1, 2025
End Date:	January 31, 2026

Please understand that it can take from six to eight weeks before grant funds are delivered. If you have not received your payment after eight weeks, please contact your grant monitor.

REPORTING

Lunch at the Library 2025 participants are required to provide financial and narrative reports as outlined in the grant terms and conditions: May 30, 2025, August 30, 2025, September 10, 2025, and November 30, 2025. Final financial and narrative reports by February 28, 2026; and updates upon request. Reports will be submitted to the grant management system here:

www.gotomygrants.com

PAYMENTS

Please note this clarification regarding payments. Grant payments will be made based on the payment schedule laid out in the Grant Term and Award Documentation. See item 41 in the Terms and Conditions to view the payment schedule for your grant.

CONTACT

We want your project to be successful. Please work with your grant monitor and project consultant in implementing your project:

Grant Monitor:	Robyn McCreight
Monitor Phone Number:	916-603-6716
Monitor Email Address:	Robyn.mccreight@library.ca.gov
Project Consultant	Rachel Tucker
Consultant Email Address	rachel.tucker@library.ca.gov

Cc:

Dora Mitchell
 Rachel Tucker
 Robyn McCreight
 California State Library Fiscal Office

Library – Courts Building
 P.O. Box 942837
 Sacramento, CA 94237-0001

916-323-9759
 csl-adm@library.ca.gov
 www.library.ca.gov



STATE-FUNDED GRANTS
AWARD AGREEMENT AND
CERTIFICATE OF COMPLIANCE



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In Process



PROJECT SUMMARY

AWARD AGREEMENT BETWEEN THE STATE LIBRARY and Plumas County Library for the Lunch at the Library Summer 2025 project.

AWARD AGREEMENT NUMBER LATL24-53B

This Award Agreement ("Agreement") is entered into on February 1, 2025 by and between the California State Library ("State Library") and Plumas County Library, ("Grantee").

This Award Agreement pertains to Grantee's State-funded Lunch at the Library Summer 2025 project.

The Library Development Services Bureau ("LDS") of the State Library administers state and federal funds in the form of awards.

The Grantee was selected by the State Library to receive state grant funds in the amount of \$4,736 through the process adopted by the State Library in administering such grants.

The State Library and the Grantee, for the consideration and under the conditions hereinafter set forth in the Grant Agreement, agree as follows:



PROCEDURES and REQUIREMENTS

A. Term of the Agreement

The Grant term begins on the date of execution of the Agreement by both parties, until January 31, 2026. If completion of the project occurs prior to the end of the grant period this will be the end date of the term of this agreement. Grant eligible program expenditures may begin no earlier than the start date. The project period ends on January 31, 2026, and all eligible program costs must be incurred by this date.

B. Scope of Work

1. Grantee agrees to perform all activities specifically identified in the Grantee's application and submitted to the State Library in response to the Lunch at the Library Summer 2025 opportunity.
2. The following activities and deliverables to be performed by the Grantee include, but are not limited to the following:
 - Maintain and keep records of expenditures related to the grant that are consistent with Generally Acceptable Accounting Practices (GAAP).
 - Make financial records available to the State Library upon request.
 - Work with the State Library staff to assure that funds are disbursed in compliance with the purpose of the grant.
 - Prepare and submit required narrative and financial reports.
 - Procure equipment, and other supplies as needed for the project.
 - Issue contracts for services, personnel, and consultants as needed for the project.
 - If applicable, make payments for services, including for hours worked and travel reimbursements, to consultants and contractors.
 - Oversee the implementation of project activities.

C. Budget Detail

The State Library shall provide the Grantee funding for the expenses incurred in performing the Scope of Work and activities specified in the Grantee's application. The

Grantee shall request the distribution of grant funding consistent with its proposal and the budget worksheet that was included with the application. Under no circumstances shall payments exceed the total grant amount identified in this Agreement.

D. Narrative and Financial Reports

1. The Grantee shall be responsible for submission of interim and final **narrative and financial** reports on the progress and activities of the project, to the California State Library, using the sample report documents provided by the California State Library.
2. All the reports must be current, include all required sections and documents, and must be approved by the Grant Monitor before any payment request can be processed. Failure to comply with the specified reporting requirements may be considered a breach of this Agreement and result in the termination of the Agreement or rejection of the payment request and/or forfeiture by the Grantee of claims for costs incurred that might otherwise have been eligible for grant funding. Any problems or delays must be reported immediately to the Grant Monitor. The financial reports shall reflect the expenditures made by the Grantee under the Agreement and may be incorporated into the same reporting structure as the narrative reports.
3. The reports shall be submitted by the following dates:

Reporting Period	Report	Due Date
February 2025 – April 2025	1 st Financial Report Due and 1 st Project Progress Narrative Report Due	May 30, 2025
May 2025 – July 2025	2 nd Financial and 2 nd Project Progress Narrative Report Due	August 30, 2025
Summer 2025	Lunch at the Library Annual Outputs Survey and Lunch at the Library Outcome Surveys (Reporting on all outputs and outcomes thus far)	September 10, 2025
August 2025 – October 2025	3 rd Financial Report Due	November 30, 2025
November 2025 – January 2026	Final Financial Report, Expenditure Detail Report and Final Program Narrative Report Due	February 28, 2026

4. Failure to submit timely reports with the appropriate documentation by the due date may result in rejection of the payment request and/or forfeiture by the

Grantee of claims for costs incurred that might otherwise have been eligible for grant funding.

5. The Grantee agrees to maintain records and supporting documentation pertaining to the performance of this grant, subject to possible audit for a minimum of five (5) years after final payment date or grant term end date, whichever is later. Please refer to Exhibit A, Terms and Conditions for more information.
6. In addition to the foregoing, the Grantee shall submit to the State Library such periodic reports, updates, documents and any information as deemed necessary by the State Library to monitor compliance and/or perform program evaluation. Any requested data or information shall be submitted in electronic format on a form specified by the State Library.

E. Claim Form and Payment

1. The California State Library shall provide the Grantee payment as outlined in the payment schedule only if all requirements for claiming the funds as outlined in this document have been met, and only for those activities and costs specified in the approved award application.
2. The Grantee shall complete, sign, and submit Certification of Compliance form (Exhibit B) and the Financial Claim form (included in your award packet), to the California State Library within 14 days of receiving this award packet. These forms will be issued, signed, and submitted using the online signature and agreement platform, DocuSign, unless DocuSign is unallowable or inconsistent with practices and policies of the local jurisdiction. If the use of DocuSign is not acceptable to your organization, please contact your grant monitor regarding alternate options.
3. Any of the sums appearing under the categories in the approved budget may be adjusted with prior authorization from the California State Library Grant Monitor. This would be to increase the allotment with the understanding that there will be corresponding decreases in the other allotments so that the total amount paid by the California State Library to the Grantee under this Agreement shall not exceed the awarded amount, which shall be expended/encumbered during the grant period.
4. If the payment amount made by the California State Library exceeds the actual expenses incurred during the term of this Agreement, as reflected in the financial reports to be filed by the Grantee, the Grantee shall immediately refund the excess payment amount to the California State Library.

5. The Award payments will only be made to the Grantee. It is the Grantee's responsibility to pay all contractors and subcontractors for purchased goods and services.
6. The Final Payment of 10% (if applicable) will be withheld and retained by the California State Library until all conditions agreed upon in this Agreement, including submission and grant monitor approval of the interim and final narrative and financial reports, have been satisfied.

7. Prompt Payment Clause

The California State Library will make payments to the Grantee in accordance with the Prompt Payment Clause under Government Code, section 927, et. seq. The Grantee may typically expect payment within 45 days from the date a grant payment request is properly submitted and approved by the Grant Monitor.

8. Budget Contingency Clause

- a. It is mutually agreed that if the Budget Act of the current fiscal year or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall no longer be in full force and effect. In this event, the California State Library shall have no liability to pay any funds whatsoever to the Grantee or to furnish any other considerations under this Agreement and the Grantee shall not be obligated to perform any provisions of this Agreement.
- b. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this Program, the California State Library shall have the option to either cancel this Agreement with no liability occurring to itself or offer an Agreement amendment to the Grantee to reflect the reduced amount.



EXHIBIT A: TERMS and CONDITIONS

1. Accessibility: The State is responsible for ensuring that public websites are accessible to both the general public and state employees, including persons with disabilities. Grantee shall assist the State in meeting its responsibility. Therefore, all project materials generated by state funded programs must meet the [California Accessibility Standards](#). Additionally all project materials designed, developed, and maintained shall be in compliance with the California Government Code, sections 7405 and 11135, and the current Web Content Accessibility Guidelines, as published by the Web Accessibility Initiative of the World Wide Web Consortium at a minimum Level AA success criteria.

However, if for some reason project material is not generated to be in compliance to meet these standards, please still submit it to the State Library. When submitting the material make sure to note that the material is not accessible by including "NOT ACCESSIBLE" in the file name.

The California State Library reserves the right to post project materials to its website that are in compliance with these standards.

2. Acknowledgment: The State of California and the California State Library shall be acknowledged in all promotional materials and publications related to the Lunch at the Library Summer 2025 project.
 - a. Grant award recipients must ensure that the State of California receives full credit as the source of funds and that the California State Library, likewise, is acknowledged as the administrator.
 - b. Publications and information releases about the project must credit the State of California. An appropriate statement for a publication or project press release is:

"This [publication/project] was supported in whole or in part by funding provided by the State of California, administered by the California State Library."

Grantees must include the above statement in any publications, vehicle wraps, and promotional materials, including websites. If space is limited the State Library logo and the following shortened acknowledgement statement is acceptable:

"Funding provided by the State of California."

- c. This credit line on products of a project, such as materials, is important to foster support from the public, and state funding sources.
- d. California State Library Logo: Use of the California State Library logo, which can be downloaded on the [California State Library website](#), is required on any publication, vehicle wrap, or promotional material along with the above statement(s).
- e. Photo Documentation: Digital photos are a great way to document the happenings of your project. It is recommended that you use a photo release form when taking photos of the public. You may use your library's photo release form, or contact your grant monitor for the State Library's form.

3. Agency: In the performance of this Agreement the Grantee and its agents and employees shall act in an independent capacity and not as officers, employees or agents of the California State Library. The Grantee is solely responsible for all activities supported by the grant. Nothing in this Agreement creates a partnership, agency, joint venture, employment, or any other type of relationship between the parties. The Grantee shall not represent itself as an agent of the California State Library for any purpose, and has no authority to bind the State Library in any manner whatsoever.

4. Amendment: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties, and approved as required. No oral understanding or agreement not incorporated into this Agreement is binding on any of the parties. This Agreement may be amended, modified or augmented by mutual consent of the parties, subject to the requirements and restrictions of this paragraph.

5. Applicable law: The laws of the State of California shall govern all proceedings concerning the validity and operation of this Agreement and the performance of the obligations imposed upon the parties hereunder. The parties hereby waive any right to any other venue. The place where the Agreement is entered into and place where the obligation is incurred is Sacramento County, California.

6. Assignment, Successors, and Assigns: The Grantee may not assign this Agreement or delegate its performance to any third-party person or entity, either in whole or in part, without the California State Library's prior written consent. The provisions of this Agreement shall be binding upon and inure to the benefit of the California State Library, the Grantee, and their respective successors and assigns.

7. Audit and Records Access: The Grantee agrees that the California State Library, the Department of General Services, the State Auditor, or their designated representatives shall have the right to review, audit, inspect and copy any records and supporting documentation pertaining to the performance of this Agreement. The Grantee agrees to maintain such records for possible audit for

a minimum of five (5) years after the final payment, or grant term end date, whichever is later, unless a longer period of records retention is stipulated, or until completion of any action and resolution of all issues which may arise as a result of any litigation, dispute, or audit, whichever is later. The Grantee agrees to allow the 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 Grantee agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement.

Examples of audit documentation may include, but not limited to, competitive bids, grant amendments, if any, relating to the budget or work plan, copies of any agreements with contractors or subcontractors if utilized, expenditure ledger, payroll register entries, time sheets, personnel expenditure summary form, travel expense log, paid warrants, contracts and change orders, samples of items and materials developed with grant funds, invoices and/or cancelled checks.

8. Authorized Representative: Grantee and the California State Library mutually represent that their authorized representatives have the requisite legal authority to sign on their organization's behalf.
9. Communication: All communications from either party, including an interim check-in at any time during the grant term, shall be directed to the respective grant manager or representative of the California State Library or Grantee. For this purpose, the following contact information is provided below:

Plumas County Library
Dora Mitchell
445 Jackson St
QUINCY, CA 95971
doramitchell@countyofplumas.com
530-283-6575

California State Library
Robyn McCreight
900 N Street
Sacramento, CA 95814
Robyn.mccreight@library.ca.gov
916-603-6716

1. Confidentiality: Grantee will maintain as confidential any material it receives or produces that is marked **Confidential** or is inherently confidential or is protected by privilege. Grantee agrees to alert the State Library to this status in advance, and State Library agrees to maintain this status in conformity with the Public Records Act.
2. Contractor and Subcontractors: Nothing contained in this Grant Agreement or otherwise shall create any contractual relation between the State and any contractor or subcontractors, and no contract or subcontract shall relieve the Grantee of his or her responsibilities and obligations hereunder. The Grantee agrees to be as fully responsible to the State for the acts and omissions of its contractors, subcontractors, volunteers, student interns and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Grantee. The Grantee's obligation to pay its contractors and subcontractors is an independent obligation from the State's obligation to make payments to the Grantee. As a result, the State shall have no obligation to pay or to enforce the payment of any monies to any contractor or subcontractor.
3. Copyright: Grantee owns and retains titles to any copyrights or copyrightable material from any original works that it creates within the scope of this Agreement in accordance with the federal Copyright Act. (17 U.S.C. 101, et seq.) Grantee is responsible for obtaining any necessary licenses, permissions, releases or authorizations to use text, images, or other materials owned, copyrighted, or trademarked by third parties and for extending such licenses, permissions, releases, or authorizations to the California State Library pursuant to this section. Also, the California State Library may upload, post or transmit copyrighted material produced or purchased with grant funds on a California State Library website for public access and viewing.
4. Discharge of Grant Obligations: The Grantee's obligations under this Agreement shall be deemed discharged only upon acceptance of the final report by California State Library. If the Grantee is a non-profit entity, the Grantee's Board of Directors shall accept and certify as accurate the final report prior to its submission to California State Library.
5. Dispute Resolution: In the event of a dispute, Grantee will discuss the problem informally with the Grant Monitor. If unresolved, the Grantee shall file a written "Notice of Dispute" with the State Library Grant Monitor within ten (10) days of discovery of the problem. Within ten (10) days of receipt, the Grant Monitor shall meet with the Grantee for purposes of resolving the dispute. Any dispute arising under the terms of this Agreement which is not disposed of within a reasonable period of time, the Grantee may bring it to the attention of the State Librarian or the designated representative. The decision of the State Librarian or designated representative shall be final.

Unless otherwise instructed by the Grant Monitor, the Grantee shall continue with its responsibilities under this Agreement during any dispute.

6. Drug-free Workplace: The Grantee certifies under penalty of perjury under the laws of California, that the Grantee will comply with the requirements of the Drug-Free Workplace Act of 1990 (Gov. Code, § 8350 et. seq.) and will provide a drug-free workplace by taking the following actions:
 - a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.
 - b. Establish a Drug-Free Awareness Program to inform employees about all of the following:
 - 1) The dangers of drug abuse in the workplace.
 - 2) The Grantee's policy of maintaining a drug-free workplace;
 - 3) Any available counseling, rehabilitation and employee assistance programs.
 - 4) Penalties that may be imposed upon employees for drug abuse violations.
 - c. Require that every employee who works on the Agreement will:
 - 1) Receive a copy of the Grantee's drug-free workplace policy statement.
 - 2) Agrees to abide by the terms of the Grantee'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 grantee may be ineligible for award of any future state agreements if the California State Library determines that the grantee has made a false certification or violated the certification by failing to carry out the requirements as noted above.

7. Effectiveness of Agreement: This Agreement is of no force or effect until signed by both parties.
8. Entire Agreement: This Agreement supersedes all prior agreements, oral or written, made with respect to the subject hereof and, together with all attachments hereto, contains the entire agreement of the parties.
9. Exclusive Agreement: This is the entire Agreement between the California State Library and Grantee.
10. Executive Order N-6-22-Russia Sanctions: The Grantee shall comply with 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 grant agreements with, and to refrain from entering any new grant agreements with, individuals or entities that are

determined to be a target of Economic Sanctions. Accordingly, should the State determine Grantee 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 Grantee advance written notice of such termination, allowing Grantee at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

11. Extension: The State Librarian or designee may extend the final deadline for good cause. The Grantee's request for an extension of the grant period must be made in writing and received by the California State Library at least 30 days prior to the final deadline.
12. Failure to Perform: The grant being utilized by the Grantee is to benefit the Lunch at the Library Summer 2025 project. If the Grant Monitor determines the Grantee has not complied with this Agreement, the Grantee may forfeit the right to reimbursement of any grant funds not already paid by the California State Library, including, but not limited to, the ten percent (10%) withhold.
13. Federal and State Taxes: The State Library shall not:
 - a. Withhold Federal Insurance Contributions Act (FICA) payments from Grantee's payments or make FICA payments on the Grantee's behalf; or
 - b. Make Federal or State unemployment insurance contributions on Grantee's behalf; or
 - c. Withhold Federal or State income taxes from Grantee's paymentsGrantee shall pay all taxes required on payments made under this Agreement including applicable income taxes and FICA.
14. Force Majeure: Neither the California State Library nor the Grantee, its contractors, vendors, or subcontractors, if any, shall be responsible hereunder for any delay, default, or nonperformance of this Agreement, to the extent that such delay, default, or nonperformance is caused by an act of God, weather, accident, labor strike, fire, explosion, riot, war, rebellion, sabotage, flood, or other contingencies unforeseen by the California State Library or the Grantee, its contractors, vendors, or subcontractors, and beyond the reasonable control of such party.
15. Forfeit of Grant Funds and Repayment of Funds Improperly Expended: If grant funds are not expended, or have not been expended, in accordance with this Agreement, the State Librarian or designee, at his or her sole discretion, may take appropriate action under this Agreement, at law or in equity, including requiring the Grantee to forfeit the unexpended portion of the grant funds, including, but not limited to, the ten percent (10%) withhold, and/or to repay to the California State Library any funds improperly expended.

16. Fringe Benefit Ineligibility: Grantee agrees that neither the Grantee nor its employees and contract personnel are eligible to participate in any employee pension, health benefit, vacation pay, sick pay or other fringe benefit plan of the State of California or the State Library.
17. Generally Accepted Accounting Principles: The Grantee is required to use Generally Accepted Accounting Principles in documenting all grant expenditures.
18. Grant Monitor: The Grant Monitor's responsibilities include monitoring grant progress, and reviewing and approving Grant Payment Requests and other documents delivered to the California State Library pursuant to this Agreement. The Grant Monitor may monitor Grantee performance to ensure Grantee expends grant funds appropriately and in a manner consistent with the terms and conditions contained herein. The Grant Monitor does not have the authority to approve any deviation from or revision to the Terms and Conditions (Exhibit A) or the Procedures and Requirements unless such authority is expressly stated in the Procedures and Requirements.
19. Grantee: the government or legal entity to which a grant is awarded and which is accountable to the California State Library for the use of the funds provided.
 - a. The grantee will make reports to the State Librarian in such form and containing such information as may be required to ensure the proper used of funds consistent with the grantee's application and award agreement. The grantee will keep such records and afford such access as the California State Library may find necessary to assure the correctness and verification of such reports.
20. Grantee Accountability: The Grantee is ultimately responsible and accountable for the manner in which the grant funds are utilized and accounted for and the way the grant is administered, even if the Grantee has contracted with another organization, public or private, to administer or operate its grant program. In the event an audit should determine that grant funds are owed to the California State Library, the Grantee is responsible for repayment of the funds to the California State Library.
21. Grantee Funds: It is mutually agreed that the Grantee is responsible for furnishing funds beyond the grant award that may be necessary to complete the project.
22. Independent Action: Grantee reserves the right to fulfill its obligations under this Agreement in an independent manner, at any location and at any time within the agreed-upon timeline. Grantee's employees or contract personnel shall perform all services required by this Agreement, but their time need not be devoted solely to fulfilling obligations under this Agreement. Grantee shall furnish all equipment and materials used to meet its obligations, and complete the Project. The State Library shall not provide

any personnel or other resources beyond the grant award, and is not required to provide training in connection with this Agreement.

23. Indemnification: Grantee agrees to indemnify, defend and save harmless the State of California, the California State Library and its officers, employees, and agents, from any and all claims, losses, and liabilities accruing or resulting to any and all contractors, subcontractors, suppliers, laborers and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Grantee in the performance of this Agreement.

24. License to Use: The California State Library reserves a fully paid-up, royalty-free, nonexclusive, sub-licensable and irrevocable license to reproduce, publish, prepare derivative works, distribute or otherwise use, and to authorize third parties to use, any material received or maintained by Grantee in connection with this Agreement. This includes intellectual property, with or without third-party rights. All such usages will be for public library and State governmental purposes:

- a. The copyright in any work developed under this grant, sub-grant, or contract under this grant or sub-grant; and
- b. Any rights of copyright to which a Grantee, sub-grantee, or a contractor purchases ownership with grant support.

25. Limitation of Expenditure: Expenditure for all projects must conform to the grantee's approved budget and with applicable State laws and regulations. The total amount paid by the California State Library to the Grantee under this agreement shall not exceed \$4,736 and shall be expended/encumbered in the designated award period.

During the award period, the grantee may find that the awarded budget may need to be modified. Budget changes, requests for additional funds, or requests for reductions in award funding must be discussed with the assigned State Library Grant Monitor and a Grant Award Modification may be required to be submitted according to the instructions. Approval is by the State Librarian or their designee. Adjustments should be reported on the next financial report. Any adjustments in approved budgets must be documented and documentation retained in project accounts.

26. Lobbying: Grantee confirms that the grant funds will not be used for the purposes of lobbying or otherwise attempting to influence legislation, as those purposes are defined by the U.S. Internal Revenue Code of 1986.

27. Non-Discrimination Clause: During this grant period, the Grantee and the Grantee's contractors, and subcontractors shall not unlawfully discriminate

harass, or allow harassment against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, age, sexual orientation, or military and veteran status. Grantee shall insure that the evaluation and treatment of contractors, employees and applicants for employment are free from such discrimination and harassment.

Additionally, Grantee, contractors, and subcontractors, if applicable, shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§ 11135-11139.5), and the regulations or standards adopted by the California State Library to implement such article.

Grantee shall permit access by representatives of the Department of Civil Rights and the California State Library upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or the California State Library shall require ascertaining compliance with this clause. Grantee, and its contractors, and subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.) Grantee shall include the non-discrimination and compliance provisions of this clause in all contracts and subcontracts to perform work under the Agreement.

28. **Notices:** All notices and other communications in connection with this Agreement shall be in writing, and shall be considered delivered as follows:

- a. **Electronic Mail (E-mail):** When sent by e-mail to the last e-mail address of the recipient known to the party giving notice. Notice is effective upon transmission.
- b. **DocuSign (e-signature platform):** When sent via DocuSign a notification will be sent to the last e-mail address of the recipient known to the party giving notice. Notice is effective upon transmission.
- c. **Grants Management System:** When sent via / uploaded to the California State Library's Grants Management System a notification will be sent to the last e-mail address of the recipient known to the party giving notice. Notice is effective upon transmission.
- d. **Personally:** When delivered personally to the recipient's physical address as stated in this Agreement.

e. **U.S. Mail:** Five days after being deposited in the U.S. Mail, postage prepaid, and addressed to recipient's address as stated in this Agreement.

29. Order of Precedence: The performance of this Agreement shall be conducted in accordance with the Terms and Conditions, Procedures and Requirements, Certificate of Compliance, Project Summary, Activities Timeline, and Budget, of this Agreement, or other combination of exhibits specified on the Grant Agreement Coversheet attached hereto (collectively referred to as "Terms"). Grantee's California State Library-approved Application (Grantee's Application) is hereby incorporated herein by this reference. In the event of conflict or inconsistency between the articles, exhibits, attachments, specifications or provisions that constitute this Agreement, the following order of precedence shall apply:

- a. Grant Agreement Coversheet and any Amendments thereto
- b. Terms and Conditions
- c. Procedures and Requirements
- d. Certificate of Compliance
- e. Project Summary
- f. Grantee's Application (including Budget and Activities Timeline)
- g. All other attachments hereto, including any that are incorporated by reference.

30. Payment:

- a. The approved Budget, if applicable, is attached hereto and incorporated herein by this reference and states the maximum amount of allowable costs for each of the tasks identified in the Project Summary and Activity Timeline included in the project application. California State Library shall provide funding to the Grantee for only the work and tasks specified in the Grantee's Application at only those costs specified in the Budget and incurred in the term of the Agreement.
- b. The Grantee shall carry out the work described in the Work Plan or in the Grantee's Application in accordance with the approved Budget and shall obtain the Grant Monitor's written approval of any changes or modifications to the Work Plan, approved project as described in the Grantee's Application, or the approved Budget prior to performing the changed work or incurring the changed cost. If the Grantee fails to obtain such prior written approval, the State Librarian or designee, at his or her sole discretion, may refuse to provide funds to pay for such work or costs.
- c. The Grantee shall request funds in accordance with the funding schedule included in this agreement.

- d. Ten percent (10%) will be withheld from the Payment Request (if applicable) and paid at the end of the grant term, when all reports and conditions stipulated in this Agreement have been satisfactorily completed. Failure by the grantee to satisfactorily complete all reports and conditions stipulated in this Agreement may result in forfeiture of any such funds withheld.
- e. Lodgings, Meals and Incidentals: Grantee's eligible costs are limited to the amounts authorized in the [California State Administrative Manual](#) (contact the Grant Monitor for more information).
- f. Payment will be made only to the Grantee.
- g. Reimbursable expenses shall not be incurred unless and until the grantee receives a Notice to Proceed as described in the Procedures and Requirements.

31. Personal Jurisdiction: The Grantee consents to personal jurisdiction in the State of California for all proceedings concerning the validity and operation of this Agreement and the performance of the obligations imposed upon the parties. Native American Tribal grantees expressly waive tribal sovereign immunity as a defense to any and all proceedings concerning the validity and operation of this Agreement and the performance of the obligations imposed upon the parties.

32. Personnel Costs: Any personnel expenditures to be paid for with grant funds must be computed based on actual time spent on grant-related activities and on the actual salary or equivalent hourly wage the employee is paid for their regular job duties, including a proportionate share of any benefits to which the employee is entitled.

33. Pledge: This Agreement shall not be interpreted to create any pledge or any commitment by the State Library to make any other or further grants or contributions to Grantee, or any other person or entity in connection with the Project. It is mutually agreed that Grantee is responsible for furnishing funds beyond the grant award that may be necessary to complete outcomes or deliverables.

34. Privacy Protection: Both parties agree to protect the confidentiality of any non-public, personal information that may be contained in materials received or produced in connection with this Agreement, as required by Civil Code, section 1798, et. seq.

35. Prohibited Use: The expenditure under this program shall not be used to supplant Grantee efforts in other grant programs provided by the California State Library.

36. Public Records Act: Material maintained or used by the California State Library is considered "public record" under the Public Records Act (PRA) at

Government Code, sections 6250, et. seq. This includes the Interim and Final reports, and any other written communications between the parties.

Grantee agrees to ensure that all content contained in its written reports are appropriate for publication. Said material, along with all other reports, documentation and data collected during the term of the Agreement, will be subject to disclosure unless it qualifies for exemption under the PRA in whole or in part. Grantee agrees to alert the State Library as to a basis for exemption, if any exists.

37. Publicity Obligations: Grantee will notify the State Library of any promotional materials or publications resulting from the grant no later than five (5) days in advance of distribution, whether they are print, film, electronic, or in any other format or medium. Copies of all promotional materials will be provided to the State Library. Grantee will acknowledge the State Library's support as noted above. Grantee agrees that the State Library may include information about this grant and its outcomes in its own annual reports, with specific reference to Grantee, and may distribute such information to third parties.
38. Records: Communications, grant related documents, data, original receipts, and invoices must be maintained by Grantee and shall be made available to the State Library upon request. Grantee agrees to maintain adequate grant program records and adequate financial records consistent with generally accepted accounting practices, and to retain all records for at least five (5) years after the end-of-term. The State Library may monitor or conduct an onsite evaluation of Grantee's operation to ensure compliance with this Agreement, with reasonable advance notice.
39. Reduction of Waste: In the performance of this Agreement, Grantee shall take all reasonable steps to ensure that materials purchased or utilized in the course of the project are not wasted. Steps should include, but not be limited to: the use of used, reusable, or recyclable products; discretion in the amount of materials used; alternatives to disposal of materials consumed; and the practice of other waste reduction measures where feasible and appropriate.
40. Reimbursement Limitations: Under no circumstances shall the Grantee seek reimbursement pursuant to this Agreement for a cost or activity that has been or will be paid for through another funding source. The Grantee shall not seek reimbursement for any costs used to meet cost sharing or matching requirements of any other California State Library funded program.
41. Reports and Claims: It is the responsibility of the grantee make the required reports and claims to the California State Library.

- a. The grantee shall be responsible for submitting to the State Library Narrative Reports detailing progress and activities. The reports are due on the dates specified in the reporting schedule detailed in the Procedures and Requirements section.
- b. The grantee shall be responsible for submitting to the State Library Financial Reports reflecting grantee expenditure activity. The reports are due on the dates specified in the reporting schedule detailed in the Procedures and Requirements section.
- c. To obtain payment hereunder the grantee shall submit authorized claims provided by the State Library for that purpose, on each of the following mentioned dates for payment, and the California State Library agrees to reimburse the Library as soon thereafter as State fiscal procedures will permit.
- d. The final 10% of the grant award (if applicable) is payable only upon approval of all final reports and receipt of claim form. Failure to provide timely reports is a serious breach of an award recipient's administrative duty under the award.
- e. Payment will be provided to cover the expenditures incurred by the grantee for the project in the following manner:
 - o \$4,736 upon execution of the agreement and submission of claim by the grantee organization.
 - o If applicable, final payment will be made upon approval of all final reports and receipt of claim form in the amount of \$ 0.

42. Self-Dealing and Arm's Length Transactions: All expenditures for which reimbursement pursuant to this Agreement is sought shall be the result of arm's-length transactions and not the result of, or motivated by, self-dealing on the part of the Grantee or any employee or agent of the Grantee. For purposes of this provision, "arm's-length transactions" are those in which both parties are on equal footing and fair market forces are at play, such as when multiple vendors are invited to compete for an entity's business and the entity chooses the lowest of the resulting bids. "Self-dealing" is involved where an individual or entity is obligated to act as a trustee or fiduciary, as when handling public funds, and chooses to act in a manner that will benefit the individual or entity, directly or indirectly, to the detriment of, and in conflict with, the public purpose for which all grant monies are to be expended.

43. Severability: If any part of this Agreement is found to be unlawful or unenforceable, such provisions will be voided and severed from this Agreement, but the remainder of the provisions in the Agreement will remain in full force and effect.

44. Site Visits: The Grantee shall allow the California State Library to access and conduct site visits, with reasonable notice, at which grant funds are

expended and related work being performed at any time during the performance of the work and for up to ninety (90) days after completion of the work, or until all issues related to the grant project have been resolved. A site visit may include, but not be limited to, monitoring the use of grant funds, provide technical assistance when needed, and to visit the State funded project.

45. Termination: The Agreement shall be subject to termination by the State Librarian or designee upon notice to the Grantee at least thirty (30) days prior to the effective date of termination. In the event this agreement is terminated, the Grantee shall deliver to the State Librarian copies of all reports, accounting, data, and materials prepared up to the date of termination. The State Librarian shall determine and pay the Grantee for necessary and appropriate expenditures and obligations up to the date of termination which have not been covered by prior installments previously paid to the Grantee. Upon such termination, the unused portion of the grant award must be returned to the California State Library within 45 days. If funding has been advanced to the Grantee, any unobligated balances, as determined by the State Librarian, shall be returned to the State Library within 45 days of the notice of termination.
46. Timeline: Time is of the essence to this Agreement. It is mutually agreed between the parties that the grant application and the timeline included therein are part of the Agreement.
47. Unused Funds: At the end-of-term Grantee agrees to return any unexpended or unaccounted for funds to the State Library, or to submit a written request for an extension of the grant period. Funds will be considered unexpended or unaccounted if they were: (1) not used for their intended purpose, or (2) used inconsistent with the terms of this Agreement. Funds will also be considered unaccounted for, and must be returned, if the proposal outcomes or deliverables are materially incomplete by the end-of-term or earlier termination, as determined by the State Library in its sole discretion.
48. Waiver of Rights: California State Library shall not be deemed to have waived any rights under this Agreement unless such waiver is given in writing and signed by California State Library. No delay or omission on the part of California State Library in exercising any rights shall operate as a waiver of such right or any other right. A waiver by California State Library of a provision of this Agreement shall not prejudice or constitute a waiver of California State Library's right otherwise to demand strict compliance with that provision or any other provision of this Agreement. No prior waiver by California State Library, nor any course of dealing between California State

Library and Grantee, shall constitute a waiver of any of California State Library's rights or of any of grantee's obligations as to any future transactions. Whenever the consent of California State Library is required under this Agreement, the granting of such consent by California State Library in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of California State Library.

49. Work Products: Grantee shall provide California State Library with copies of all final products identified in the Work Plan and Application. Grantee shall also provide the State Library with copies of all public education and advertising material produced pursuant to this Agreement.
50. Worker's Compensation: The State of California will not provide Workers' Compensation insurance for Grantee or Grantee's employees or contract personnel. If Grantee hires employees to perform services required by this Agreement, Grantee shall provide Workers' Compensation insurance for them. The Grantee is aware of Labor Code Section 3700, which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the Labor Code, and the Grantee agrees to comply with such provisions before commencing the performance of the work of this Agreement.



EXHIBIT B: CERTIFICATION of COMPLIANCE FORM

- 1. AUTHORIZED REPRESENTATIVE:** I certify that the authorized representative named below is the legally designated representative of the Grantee for this Grant Agreement and project and is authorized to receive and expend funds in order to administer this grant program.
- 2.** I certify that all information provided to the California State Library for review in association with this award is correct and complete to the best of my knowledge, and as the authorized representative of the Grantee, I commit to the conditions of this award, and I have the legal authority to do so.
- 3.** I certify that any or all other participants or contractors in the grant program have agreed to the terms of the application/grant award and have entered into an agreement(s) concerning the final disposition of equipment, facilities, and materials purchased for this program from the funds awarded for the activities and services described in the attached, as approved and/or as amended in the application by the California State Librarian.
- 4.** The authorized representative, on behalf of the Grantee, certifies that the Grantee will comply with all applicable requirements of State and Federal laws, regulations, and policies governing this program, to include the requirements listed below in this Certification of Compliance Form.
- 5.** The authorized representative, on behalf of the Grantee, hereby certifies to the California State Library, for an award of funds in the amount of \$4,736. This award will provide library services as set forth in the Project Application as approved and/or as amended by the California State Librarian.
- 6. STATEMENT OF COMPLIANCE:** Grantee has, unless exempted, complied with the non-discrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102).
- 7. DRUG-FREE WORKPLACE REQUIREMENTS:** Grantee 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 Grantee may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Grantee has made false certification or violated the certification by failing to carry out the requirements as noted above. (Gov. Code § 8350 et. seq.)

8. CONFLICT OF INTEREST: Grantee needs to be aware of the following provisions regarding current or former state employees. If Grantee has any questions on the status of any person rendering services or involved with the Agreement, the California State Library must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code § 10410):

- a. No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest, and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- b. No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code § 10411):

- a. For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- b. For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Grantee violates any provisions of above paragraphs, such action by Grantee 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)).

9. LABOR CODE/WORKERS' COMPENSATION: Grantee 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 Grantee affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code § 3700).

10. AMERICANS WITH DISABILITIES ACT: Grantee 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.)

11. RESOLUTION: For awards totaling \$350,000 or more, 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.

12. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all Grantees that are not another state agency or other governmental entity.

13. DRUG FREE WORKPLACE:

- a. Continue to provide a drug-free workplace by complying with the requirements in 2 C.F.R. part 3186 (Requirements for Drug-Free Workplace (Financial Assistance)). In particular, the recipient must comply with drug-free workplace requirements in subpart B of 2 C.F.R. part 3186, which adopts the Government-wide implementation (2 C.F.R. part 182) of sections 5152-5158 of the Drug-Free Workplace Act of 1988 (P. L. 100-690, Title V, Subtitle D; 41 U.S.C. §§ 701-707).
- b. This includes but is not limited to: making a good faith effort, on a continuing basis, to maintain a drug-free workplace; publishing a drug-free workplace statement; establishing a drug-free awareness program for the employees; taking actions concerning employees who are convicted of violating drug statutes in the workplace.

14. ACCESSIBILITY: The organization receiving this award, as listed in the certification section below, and all program staff, will ensure all project materials will meet California accessibility standards.

15. NON-DISCRIMINATION: The organization receiving this award, as listed in the certification section below, and all program staff, agree to comply with all California non-discrimination laws.

16. ACKNOWLEDGEMENT: The organization receiving this award, as listed in the certification section below, and all program staff, agree to comply with California State Library acknowledgement requirements.

In Process

Plumas County Library
Lunch at the Library Summer 2025
2024-2025, LATL24-53B
Page 26 of 29

Certification

ORGANIZATION	
Name: Dora Mitchell	Address (official and complete): 445 Jackson St. Quincy, CA 95971
PROJECT COORDINATOR	
Name: Dora Mitchell	
Email: doramitchell@countyofplumas.com	Phone: 530-283-6575
GRANTEE AUTHORIZED REPRESENTATIVE	
Name: Dora Mitchell	Title:
Email: doramitchell@countyofplumas.com	Phone:
Signature:	Date:

In Progress

Plumas County Library
Lunch at the Library Summer 2025
2024-2025, LATL24-53B
Page 27 of 29



Authorized Representative Signature

ORGANIZATION	
Name:	Address (official and complete):
AUTHORIZED REPRESENTATIVE	
Signature: 	Date:
Printed Name of Person Signing: Dora Mitchell	Title:
STATE OF CALIFORNIA	
Agency Name: California State Library	Address: 900 N Street, Sacramento, CA 95814
Signature:  Signed by: Greg Lucas	Date: 2/6/2025
Printed Name of Person Signing: Greg Lucas	Title: California State Librarian



April 25, 2022

RE: Contractor and Grantee Compliance with Economic Sanctions Imposed in Response to Russia's Actions in Ukraine

Dear Grantee,

You are receiving this notification because you currently have an active grant through the California State Library.

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (EO) regarding sanctions in response to Russian aggression in Ukraine. The EO is located at <https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf>.

The EO directs all agencies and departments that are subject to the Governor's authority to take certain immediate steps, including notifying all contractors and grantees of their obligations to comply with existing economic sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law.

This correspondence serves as a notice under the EO that as a contractor or grantee, 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 contracts or grants, as applicable.

Please note that for any agreements or grants valued at \$5 million or more, a separate notification will be sent outlining additional requirements specified under the EO.

Annly Roman
California State Library
900 N Street
Sacramento, CA 95814



**LUNCH AT THE LIBRARY PROGRAM
FINANCIAL CLAIM
1st PAYMENT**

Grant Award #:	LATL24-53B	Date:	
Invoice #:	LATL24-53B-01	PO #:	7894
Payee Name:	Plumas County Library (Legal name of authorized agency to receive, disburse and account for funds*)		
Complete Address:		Street Address, City, State, Zip Code (Warrant will be mailed to this address)	
Amount Claimed:	\$4,736 (Payable Upon Execution of Agreement)	Type of Payment:	<input checked="" type="checkbox"/> PROGRESS
Grantee Name:	Plumas County Library (Name on Award Letter and Agreement)	<input type="checkbox"/> FINAL	<input type="checkbox"/> IN FULL
Project Title:	Lunch at the Library Program	<input type="checkbox"/> AUGMENT	

For Period From: upon execution to end of grant period

CERTIFICATION

I hereby certify under penalty of perjury: that I am the duly authorized representative of the claimant herein; that this claim is in all respects true, correct and in accordance with law and the terms of the agreement; and that payment has not previously been received for the amount claimed herein.

By

(Signature of the Authorized Representative)

Dora Mitchell

(Print Name)

(Title)

*Legal payee name must match the payee's federal tax return. Warrant will be made payable to payee name. Payee discrepancies in name and/or address may cause delay in payment. If you need to change payee name and/or address, please contact Fiscal Services at stategrants.fiscal@library.ca.gov.

State of California, State Library Fiscal Office

ENY: 2024
PURCHASING AUTHORITY NUMBER: CSL-6120
COA: 5432000
FAIN: LS or N/A

ITEM NO: 6120-140-0001, Chapter 22, Statutes of 2024
REPORTING STRUCTURE: 61202000
PROGRAM #: 5312

By

Date

(State Library Representative)

PAYEE DATA RECORD

(Required when receiving payment from the State of California in lieu of IRS W-9 or W-7)
STD 204 (Rev. 03/2021)

Section 1 – Payee Information

NAME (This is required. Do not leave this line blank. Must match the payee's federal tax return)

BUSINESS NAME, DBA NAME or DISREGARDED SINGLE MEMBER LLC NAME (If different from above)

MAILING ADDRESS (number, street, apt. or suite no.) (See instructions on Page 2)

CITY, STATE, ZIP CODE

E-MAIL ADDRESS

Section 2 – Entity Type

Check one (1) box only that matches the entity type of the Payee listed in Section 1 above. (See instructions on page 2)

SOLE PROPRIETOR / INDIVIDUAL
 SINGLE MEMBER LLC *Disregarded Entity owned by an individual*
 PARTNERSHIP
 ESTATE OR TRUST

CORPORATION (see instructions on page 2)
 MEDICAL (e.g., dentistry, chiropractic, etc.)
 LEGAL (e.g., attorney services)
 EXEMPT (e.g., nonprofit)
 ALL OTHERS

Section 3 – Tax Identification Number

Enter your Tax Identification Number (TIN) in the appropriate box. The TIN must match the name given in Section 1 of this form. Do not provide more than one (1) TIN. The TIN is a 9-digit number. **Note:** Payment will not be processed without a TIN.

- For **Individuals**, enter SSN.
- If you are a **Resident Alien**, and you do not have and are not eligible to get an SSN, enter your ITIN.
- Grantor Trusts (such as a Revocable Living Trust while the grantors are alive) may not have a separate FEIN. Those trusts must enter the individual grantor's SSN.
- For **Sole Proprietor or Single Member LLC (disregarded entity)**, in which the sole member is an individual, enter SSN (ITIN if applicable) or FEIN (FTB prefers SSN).
- For **Single Member LLC (disregarded entity)**, in which the sole member is a business entity, enter the owner entity's FEIN. Do not use the disregarded entity's FEIN.
- For all other entities including LLC that is taxed as a corporation or partnership, estates/trusts (with FEINs), enter the entity's FEIN.

Social Security Number (SSN) or Individual Tax Identification Number (ITIN)

— — — - — — - — — — —

OR

Federal Employer Identification Number (FEIN)

— — - — — — — — — —

Section 4 – Payee Residency Status (See instructions)

CALIFORNIA RESIDENT – Qualified to do business in California or maintains a permanent place of business in California.

CALIFORNIA NONRESIDENT – Payments to nonresidents for services may be subject to state income tax withholding.

No services performed in California
 Copy of Franchise Tax Board waiver of state withholding is attached.

Section 5 – Certification

*I hereby certify under penalty of perjury that the information provided on this document is true and correct.
Should my residency status change, I will promptly notify the state agency below.*

NAME OF AUTHORIZED PAYEE REPRESENTATIVE **TITLE** **E-MAIL ADDRESS**

SIGNATURE **DATE** **TELEPHONE** (include area code)

Section 6 – Paying State Agency

Please return completed form to:

STATE AGENCY/DEPARTMENT OFFICE

CA State Library

UNIT/SECTION

Accounting

MAILING ADDRESS

900 N Street

FAX

TELEPHONE (include area code)
916-603-7157

CITY
Sacramento

STATE
CA

ZIP CODE
95814

E-MAIL ADDRESS
accounting@library.ca.gov

PAYEE DATA RECORD

(Required when receiving payment from the State of California in lieu of IRS W-9 or W-7)
STD 204 (Rev. 03/2021)

GENERAL INSTRUCTIONS

Type or print the information on the Payee Data Record, STD 204 form. Sign, date, and return to the state agency/department office address shown in Section 6. Prompt return of this fully completed form will prevent delays when processing payments.

Information provided in this form will be used by California state agencies/departments to prepare Information Returns (Form 1099).

NOTE: Completion of this form is optional for Government entities, i.e. federal, state, local, and special districts.

A completed Payee Data Record, STD 204 form, is required for all payees (non-governmental entities or individuals) entering into a transaction that may lead to a payment from the state. Each state agency requires a completed, signed, and dated STD 204 on file; therefore, it is possible for you to receive this form from multiple state agencies with which you do business.

Payees who do not wish to complete the STD 204 may elect not to do business with the state. If the payee does not complete the STD 204 and the required payee data is not otherwise provided, payment may be reduced for federal and state backup withholding. Amounts reported on Information Returns (Form 1099) are in accordance with the Internal Revenue Code (IRC) and the California Revenue and Taxation Code (R&TC).

Section 1 – Payee Information

Name – Enter the name that appears on the payee's federal tax return. The name provided shall be the tax liable party and is subject to IRS TIN matching (when applicable).

- Sole Proprietor/Individual/Revocable Trusts – enter the name shown on your federal tax return.
- Single Member Limited Liability Companies (LLCs) that is disregarded as an entity separate from its owner for federal tax purposes - enter the name of the individual or business entity that is tax liable for the business in section 1. Enter the DBA, LLC name, trade, or fictitious name under Business Name.
- Note: for the State of California tax purposes, a Single Member LLC is not disregarded from its owner, even if they may be disregarded at the Federal level.
- Partnerships, Estates/Trusts, or Corporations – enter the entity name as shown on the entity's federal tax return. The name provided in Section 1 must match to the TIN provided in section 3. Enter any DBA, trade, or fictitious business names under Business Name.

Business Name – Enter the business name, DBA name, trade or fictitious name, or disregarded LLC name.

Mailing Address – The mailing address is the address where the payee will receive information returns. Use form STD 205, Payee Data Record Supplement to provide a remittance address if different from the mailing address for information returns, or make subsequent changes to the remittance address.

Section 2 – Entity Type

If the Payee in Section 1 is a(n)...	THEN Select the Box for...
Individual • Sole Proprietorship • Grantor (Revocable Living) Trust disregarded for federal tax purposes	Sole Proprietor/Individual
Limited Liability Company (LLC) owned by an individual and is disregarded for federal tax purposes	Single Member LLC-owned by an individual
Partnerships • Limited Liability Partnerships (LLP) • and, LLC treated as a Partnership	Partnerships
Estate • Trust (other than disregarded Grantor Trust)	Estate or Trust
Corporation that is medical in nature (e.g., medical and healthcare services, physician care, nursery care, dentistry, etc.) • LLC that is to be taxed like a Corporation and is medical in nature	Corporation-Medical
Corporation that is legal in nature (e.g., services of attorneys, arbitrators, notary publics involving legal or law related matters, etc.) • LLC that is to be taxed like a Corporation and is legal in nature	Corporation-Legal
Corporation that qualifies for an Exempt status, including 501(c) 3 and domestic non-profit corporations.	Corporation-Exempt
Corporation that does not meet the qualifications of any of the other corporation types listed above • LLC that is to be taxed as a Corporation and does not meet any of the other corporation types listed above	Corporation-All Other

Section 3 – Tax Identification Number

The State of California requires that all parties entering into business transactions that may lead to payment(s) from the state provide their Taxpayer Identification Number (TIN). The TIN is required by R&TC sections 18646 and 18661 to facilitate tax compliance enforcement activities and preparation of Form 1099 and other information returns as required by the IRC section 6109(a) and R&TC section 18662 and its regulations.

Section 4 – Payee Residency Status**Are you a California resident or nonresident?**

- A corporation will be defined as a "resident" if it has a permanent place of business in California or is qualified through the Secretary of State to do business in California.
- A partnership is considered a resident partnership if it has a permanent place of business in California.
- An estate is a resident if the decedent was a California resident at time of death.
- A trust is a resident if at least one trustee is a California resident.
 - For individuals and sole proprietors, the term "resident" includes every individual who is in California for other than a temporary or transitory purpose and any individual domiciled in California who is absent for a temporary or transitory purpose. Generally, an individual who comes to California for a purpose that will extend over a long or indefinite period will be considered a resident. However, an individual who comes to perform a particular contract of short duration will be considered a nonresident.

For information on Nonresident Withholding, contact the Franchise Tax Board at the numbers listed below:

Withholding Services and Compliance Section: 1-888-792-4900 E-mail address: wscs.gen@ftb.ca.gov
For hearing impaired with TDD, call: 1-800-822-6268 Website: www.ftb.ca.gov

Section 5 – Certification

Provide the name, title, email address, signature, and telephone number of individual completing this form and date completed. In the event that a SSN or ITIN is provided, the individual identified as the tax liable party must certify the form. Note: the signee may differ from the tax liable party in this situation if the signee can provide a power of attorney documented for the individual.

Section 6 – Paying State Agency

This section must be completed by the state agency/department requesting the STD 204.

Privacy Statement

Section 7(b) of the Privacy Act of 1974 (Public Law 93-579) requires that any federal, state, or local governmental agency, which requests an individual to disclose their social security account number, shall inform that individual whether that disclosure is mandatory or voluntary, by which statutory or other authority such number is solicited, and what uses will be made of it. It is mandatory to furnish the information requested. Federal law requires that payment for which the requested information is not provided is subject to federal backup withholding and state law imposes noncompliance penalties of up to \$20,000. You have the right to access records containing your personal information, such as your SSN. To exercise that right, please contact the business services unit or the accounts payable unit of the state agency(ies) with which you transact that business.

All questions should be referred to the requesting state agency listed on the bottom front of this form.



**PLUMAS COUNTY
HUMAN RESOURCES DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Joshua Mizrahi, Interim Director of Human Resources

MEETING DATE: February 18, 2025

SUBJECT: Adopt **RESOLUTION** amending the Plumas County Assistant Engineer Job Classification in the Public Works Department; (No General Fund Impact); road funds; approved as to form by County Counsel; discussion and possible action. **Roll call vote**

Recommendation:

Adopt **RESOLUTION** amending the Plumas County Assistant Engineer Job Classification in the Public Works Department; (No General Fund Impact); road funds; approved as to form by County Counsel; discussion and possible action. **Roll call vote**

Background and Discussion:

Plumas County Personnel Rule 5 provides amendments to be made by resolution of the classification plan covering all positions in the County service.

Action:

Adopt **RESOLUTION** amending the Plumas County Assistant Engineer Job Classification in the Public Works Department; (No General Fund Impact); road funds; approved as to form by County Counsel; discussion and possible action. **Roll call vote**

Fiscal Impact:

No General Fund Impact, road funds

Attachments:

1. Assist Engineer - Resolution FINAL

RESOLUTION NO. 2025 - _____

**APPROVE RESOLUTION AMENDING THE PLUMAS COUNTY ASSISTANT ENGINEER JOB
CLASSIFICATION IN THE PUBLIC WORKS DEPARTMENT**

WHEREAS, Plumas County Personnel Rule 5 provides amendments to be made by resolution of the classification plan covering all positions in the County service; and

WHEREAS, during the fiscal year needs may arise to amend the Classification Plan, position allocation, and funding revenues; and

WHEREAS, the Interim Human Resources Director has updated and attached a revised job description in Exhibit A for the Assistant Engineer; and

WHEREAS, it is recommended this position be placed in the Public Works Unit and have met the meet and confer obligations.

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

- 1) Approve the amended job description for the Assistant Engineer, 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 18th of February 2025, by the following vote:

AYES: Supervisors

NOES: Supervisors

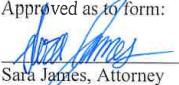
ABSENT: Supervisors

Kevin Goss, Chair
Board of Supervisors

ATTEST:

Allen Hiskey, Clerk of the Board

Approved as to form:


Sara James, Attorney
County Counsel's Office

ASSISTANT ENGINEER

DEFINITION

Under general supervision, performs a variety of professional civil engineering work related to preparing plans, designs, and specifications for public works projects, to inspect construction by others within County Right of Way and administer related Encroachment Permits and coordinate with members of the public, to assist in Civil Engineering field surveys (boundary topographic, construction staking), to coordinate with outside agencies, to prepare a variety of reports and perform related work as required. Employees in this class receive training in the performance of complex tasks. This professional civil engineering work can be in the field and in the office.

DISTINGUISHING CHARACTERISTICS

This is an experienced entry point classification for the performance of a variety of professional engineering assignments. This level is distinguished from the Associate Engineer by the limitation of complex work performed under the oversight of the licensed Associate Engineer. Incumbents at this level should perform work at a level expected of an Engineer-In-Training and are expected to have the Engineer-in-Training designation within one year of appointment. They may provide lead direction for other technical staff.

REPORTS TO

Assistant Director of Public Works

CLASSIFICATION DIRECTLY SUPERVISED

None

EXAMPLES OF DUTIES

- Performs construction inspection within County Right-of Way and administers Encroachment Permits for same.
- Designs and prepares plans, specifications & estimates for a variety of Public Works projects including roads, bridges, solid waste facilities, drainage facilities etc. and evaluates preliminary and final plans and specifications for a variety of road, bridge, drainage, and related public works projects, requiring professional engineering expertise.

ASSISTANT ENGINEER – 2

EXAMPLES OF DUTIES (Continued)

- Performs a variety of technical drafting work.
- Performs a variety of project development and coordination assignments.
- Performs resident engineering work, including contract administration, inspection, and coordination.
- Ensures that contractors meet proper standards, specifications, cost control, and time requirements.
- Prepares cost estimates, and approves change orders and progress payments.
- Performs materials testing, foundation and hydrology studies.
- Receives and researches a variety of inquiries.
- Collects, organizes, summarizes, and analyzes technical engineering data.
- Prepares grant proposals.
- Assists with the review of environmental impact reports.
- Prepares preliminary reports for tentative subdivision map conditions.
- Performs field and office work in support of boundary, topographic and construction surveys.
- Uses a computer to reduce survey data.
- Prepares earth volume and other calculations.
- Construction contract administration and coordination with other agencies i.e. CALTRANS, FHWA, FISH & GAME, ARMY CORPS OF ENGINEERS, etc; develops data for the acquisition of right-of-way.
- Reviews laboratory analyses and materials reports for compliance.
- Performs traffic studies.
- Develops and proposes solutions to engineering problems.
- Receives applications and reviews, approves, and issues permits, providing a variety of technical engineering advice to the public and other agencies.
- May oversee water quality programs.
- May serve as a member of special committees and task forces.
- May provide some work direction for maintenance and support staff.
- Provides some training for support staff.
- Represents the County Public Works Agency in meetings with contractors, engineers, developers, property owners, attorneys, and representatives of other public agencies.

ASSISTANT ENGINEER – 3

TYPICAL PHYSICAL REQUIREMENTS

Must possess mobility to work in a standard office setting and use standard office equipment, including a computer, to inspect County development sites, including traversing uneven terrain, climbing ladders, stairs, and other temporary or construction access points, to operate a motor vehicle, and to visit various County and meeting sites; vision to read printed materials and a computer screen; and hearing and speech to communicate in person, before groups, and over the telephone. This is primarily a sedentary office classification although standing and walking between work areas and to conduct inspections may be required. Finger dexterity is needed to access, enter, and retrieve data using a computer keyboard or calculator and to operate standard office equipment. Positions in this classification occasionally bend, stoop, kneel, reach, push, and pull drawers open and closed to retrieve and file information. Employees must possess the ability to lift, carry, push, and pull materials and objects weighing up to 30 pounds.

TYPICAL WORKING CONDITIONS

Employees work primarily in an office environment with moderate noise levels, controlled temperature conditions, and no direct exposure to hazardous physical substances. Employees may occasionally work in the field and occasionally be exposed to loud noise levels, cold and hot temperatures, inclement weather conditions, road hazards, vibration, mechanical and/or electrical hazards, and hazardous physical substances, fumes and dust.

Employees may interact with members of the public or with staff under emotionally stressful conditions while interpreting and enforcing departmental policies and procedures.

QUALIFICATIONS

Knowledge of:

- Principles, practices and methods of Civil Engineering as applied to the design, construction and maintenance of roads, airports, solid waste, water quality, and other Public Works facilities.
- Pertinent State, Federal and local laws, regulations, and ordinances related to public works engineering.
- Preparation of designs, plans, and specifications for the development of roads, bridges, drainage, erosion control, and public works facilities.
- Construction methods, materials, and equipment.
- Proper inspection methods and procedures.
- Computerized drafting methods and systems.
- Principles of project development and coordination.
- Use of computers and computer applications related to engineering work.
- Principles of advanced mathematics and their application to engineering work.
- Practices of researching engineering and design issues, evaluating alternatives, making sound recommendations, and preparing and presenting effective staff reports.
- Safety principles and practices pertaining to engineering work.

ASSISTANT ENGINEER – 4

Knowledge of (continued):

- Techniques for providing a high level of customer service by effectively dealing with the public, vendors, contractors, and County staff.

Ability to:

- Apply engineering principles and techniques to evaluating and solving simple to difficult civil engineering problems.
- Prepare, understand, and interpret engineering construction plans, specifications, and other contract documents.
- Conduct comprehensive engineering studies and prepare reports with recommendations.
- Assist in, develop, and administer contracts for professional services and construction in a public agency setting.
- Design engineering projects.
- Read and understand technical drawings and specifications.
- Perform mathematical and engineering computations with precision.
- Make sound, independent decisions within established policy and procedural guidelines.
- Organize and prioritize a variety of projects and multiple tasks in an effective and timely manner; organize own work, set priorities, and meet critical time deadlines.
- Operate modern office equipment including computer and drafting equipment and specialized software applications programs.
- Use English effectively to communicate in person, by telephone, and in writing.
- Make engineering design computations and check, design, and prepare engineering plans and studies.
- Prepare accurate engineering calculations, quantities of work items and associated cost estimates.
- Deal tactfully and effectively with the public, County staff, other agencies, engineering firms, contractors, developers, manufacturers and others.
- Establish, maintain, and foster positive and effective working relationships with those contacted in the course of work.
- Coordinate and direct construction contractors while inspecting work within County Right of Way to obtain approved work standards.

ASSISTANT ENGINEER – 5

Ability to (continued):

- Knowledge of safe traffic control measures within road construction work zone.
- Utilize Auto-Cad and other software for preparation of plans, specifications and estimates.
- Work with public agencies, other agencies, community groups.
- Prepare plans, designs, and specifications for public works facility development, construction, and maintenance projects.
- Perform comprehensive engineering reviews of designs, plans, and specifications prepared by others.
- Develop and coordinate assigned projects.
- Analyze and evaluate engineering and statistical data and information, developing sound recommendations.
- Develop accurate records, sketches, and notes.
- Perform drafting work.
- Perform construction and project administration, ensuring compliance with contracts, plans, and specifications.
- Operate a computer and use appropriate software in the performance of public works engineering responsibilities.
- Effectively represent the County Public Works Department with the public and other government agencies.
- Establish and maintain cooperative working relationships.

EDUCATION AND EXPERIENCE

Any combination of training and experience that would provide the required knowledge, skills, and abilities is qualifying. A typical way to obtain the required qualifications is:

Equivalent to graduation from an accredited four-year college or university with major coursework in civil engineering or a related engineering field.

AND

Two (2) years of increasingly responsible, full time, Civil Engineering experience in planning development, construction and maintenance of public works facilities.

ASSISTANT ENGINEER – 6

Licenses and Certifications:

Possession of an Engineer in Training (EIT) certificate at time of hire is highly desired and required within one year of hire. Obtaining an EIT certificate within one year of hire is a requirement of this position, and employees who fail to do so are subject to demotion or termination.

Special Requirements:

Possession of a current and valid California Driver's License issued by the California Department of Motor Vehicles.

All County of Plumas employees are designated Disaster Service Workers through State law (California Government Code Section 3100-3109). Employment with Plumas County requires the affirmation by loyalty oath to this effect. Employees are required to complete all Disaster Service Work related training as assigned, and to return to work as ordered in the event of an emergency.



PLUMAS COUNTY
HUMAN RESOURCES DEPARTMENT
MEMORANDUM

TO: Honorable Chair and Board of Supervisors

FROM: Joshua Mizrahi, Interim Director of Human Resources

MEETING DATE: February 18, 2025

SUBJECT: Adopt **RESOLUTION** to amend Fiscal Year 2024-2025 Plumas County Position Allocation for Public Works Department, Budget Unit #20521; (No General Fund Impact); approved as to form by County Counsel; discussion and possible action. **Roll call vote**

Recommendation:

Adopt **RESOLUTION** to amend Fiscal Year 2024-2025 Plumas County Position Allocation for Public Works Department, Budget Unit #20521; (No General Fund Impact); approved as to form by County Counsel; discussion and possible action. **Roll call vote**

Background and Discussion:

This request was brought to the attention of the Interim Human Resources Director who approves of this resolution to amend the 2024-2025 position allocation, amending allocated 1.0 FTE Principal Transportation Planner from Fund #20251 and adding 1.0 FTE flexibly allocated Principal Transportation Planner OR Transportation Planner.

Action:

Adopt **RESOLUTION** to amend Fiscal Year 2024-2025 Plumas County Position Allocation for Public Works Department, Budget Unit #20521; (No General Fund Impact); approved as to form by County Counsel; discussion and possible action. **Roll call vote**

Fiscal Impact:

No General Fund Impact.

Attachments:

1. PW - Resolution Position Allocation FINAL

RESOLUTION NO. 2025 - _____

APPROVE RESOLUTION TO AMEND FISCAL YEAR 2024-2025 PLUMAS COUNTY POSITION ALLOCATION FOR PUBLIC WORKS DEPARTMENT, BUDGET UNIT #20521

WHEREAS, Plumas County Personnel Rule 5 provides amendments to be made by resolution of the classification plan covering all positions in the County service; and

WHEREAS, during the fiscal year needs may arise to amend the position allocation; and

WHEREAS, these positions are necessary to effectively carry out the duties of the Public Works Department; and

WHEREAS, this request was brought to the attention of the Interim Human Resources Director who approves of this resolution to amend the 2024-2025 position allocation, amending allocated 1.0 FTE Principal Transportation Planner from Fund # 20521 and adding 1.0 FTE flexibly allocated Principal Transportation Planner OR Transportation Planner.

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

Approve the position allocation as follows:

Public Works Department	Current FTE	Proposed FTE
Principal Transportation Planner	1.0	0
Principal Transportation Planner OR	0	1.0
Transportation Planner		

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 18th day of February 2025, by the following vote:

AYES: Supervisors

NOES: Supervisors

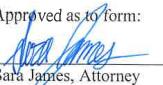
ABSENT: Supervisors

ATTEST:

KEVIN GOSS, CHAIR, BOARD OF SUPERVISORS

ALLEN HISKEY, CLERK OF THE BOARD

Approved as to form:


Sara James, Attorney
County Counsel's Office



**PLUMAS COUNTY
HUMAN RESOURCES DEPARTMENT
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Joshua Mizrahi, Interim Director of Human Resources

MEETING DATE: February 18, 2025

SUBJECT: Adopt **RESOLUTION** adopting new Plumas County Transportation Job Classification in the Public Works Department Base Wage \$31.94/Hour; (No General Fund Impact); road funds approved as to form by County Counsel; discussion and possible action. Roll call vote

Recommendation:

Adopt **RESOLUTION** adopting new Plumas County Transportation Job Classification in the Public Works Department Base Wage \$31.94/Hour; (No General Fund Impact); approved as to form by County Counsel; discussion and possible action. **Roll call vote**

Background and Discussion:

The Interim Human Resources Director has written and attached a new job classification in Exhibit A for the Transportation Planner, base wage of \$31.94/Hour

Action:

Adopt **RESOLUTION** adopting new Plumas County Transportation Job Classification in the Public Works Department Base Wage \$31.94/Hour; (No General Fund Impact); approved as to form by County Counsel; discussion and possible action. **Roll call vote**

Fiscal Impact:

No General Fund Impact.

Attachments:

1. Transportation Planner Resolution - FINAL

RESOLUTION NO. 2025 - _____

**APPROVE RESOLUTION ADOPTING NEW PLUMAS COUNTY TRANSPORTATION
PLANNER JOB CLASSIFICATION IN THE PUBLIC WORKS DEPARTMENT BASE WAGE
\$31.94/HOUR.**

WHEREAS, Plumas County Personnel Rule 5 provides amendments to be made by resolution of the classification plan covering all positions in the County service; and

WHEREAS, during the fiscal year needs may arise to amend the Classification Plan, position allocation, and funding revenues; and

WHEREAS, the Interim Human Resources Director has written and attached a new job classification in Exhibit A for the Transportation Planner, base wage of \$31.94/hour; and

WHEREAS, it is recommended the position be placed in the Public Works Unit and have met the meet and confer obligations.

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

- 1) Approve the new job description for Plumas County Transportation Planner, attached as Exhibit A.
- 2) Approve a base wage of \$31.94/hour.

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 18th day of February 2025, by the following vote:

AYES: Supervisors

NOES: Supervisors

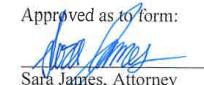
ABSENT: Supervisors

Kevin Goss, Chair
Board of Supervisors

ATTEST:

Allen Hiskey, Clerk of the Board

Approved as to form:


P Sara James, Attorney
County Counsel's Office

TRANSPORTATION PLANNER

DEFINITION

Under general supervision, performs a variety of professional and technical planning assignments, including to coordinate and conduct transportation planning and programming activities associated with the administration of programs under the Plumas County Transportation Commission. Assist in guiding and development of the Regional Transportation Plan, Bicycle Transportation Plan, Regional Transportation Improvement Program, adherence to guidelines of the Transportation Development Act, transit planning, project monitoring for State Transportation Improvement Program, overall work program and Public Works projects as required. This professional planning work can be in the field and in the office.

DISTINGUISHING CHARACTERISTICS

This position is a collaborator with the Engineering Division of the Public Works department. It is distinguished from the Assistant Engineer by the need for education and experience in the field of planning. Incumbents at this level perform moderately complex transportation planning work and transit management projects. Understanding of engineering concepts are required at the level of two years of engineering studies at the university level.

REPORTS TO

Assistant Director of Public Works

CLASSIFICATION DIRECTLY SUPERVISED

None

EXAMPLES OF DUTIES

- Manages the County's transit operations contract including payments, tracking of performance standards, fleet maintenance, and compliance with the requirements of the Transportation Development Act.
- At the direction of the Commission, plans, organizes, coordinates, and directs, the work of the Commission.
- At the direction of the Commission, develops and implements the Commission goals, objectives, policies, procedures, and work standards.

TRANSPORTATION PLANNER – 2

EXAMPLES OF DUTIES (Continued)

- Assists in preparation of Project Study Reports (scope of work, justification, cost estimates, schedules, etc.) for projects within State Transportation Improvement Program.
- Coordinates the preparation of a wide variety of reports or presentations to the Commission or other governing bodies.
- Performs other related duties and responsibilities as directed by the Commission.
- Reviews environmental documents of local, state, and federal agencies. Prepares inventories and analyses of existing and future environmental conditions.
- Researches, reviews, and analyzes information and data for the preparation of transportation and land use planning reports for both current and long-range issues.
- Administers and processes transportation Right of Way documentation.
- Administers Public Works transportation construction contracts.
- Coordinates and facilitates transit and transportation planning activities with City of Portola.
- Creates agendas, public hearing notices, and resolutions for PCTC.
- Participates in basic to complex transportation plans, programs, projects, and studies.
- Prepares grant applications for funds available under various state and federal programs.
- Manages and prepares all reporting for ongoing and awarded grant programs.
- Prepares requests for proposals and manages awarded consultant contracts.
- Assists in the preparation of the Overall Work Program, Regional Transportation Plan, Regional Transportation Improvement Program, and other required plans or studies.
- Ensures compliance with the California Environmental Quality Act (CEQA) and the National Environmental Policy Act (NEPA) and related environmental mandates.
- Researches, collects, records, analyzes, interprets, and summarizes statistical and demographic information; prepares spreadsheets and maintains databases; including Geographic Information System (GIS) data.
- Attends meetings, conferences, workshops, and training sessions and reviews publications and audio-visual materials to become and remain current on principles, practices, and new developments in assigned work areas.
- Communicates and coordinates regularly with appropriate others to maximize the effectiveness and efficiency of interdepartmental operations and activities.
- Assists in development of transportation grant proposals.

TRANSPORTATION PLANNER – 3

EXAMPLES OF DUTIES (continued):

- Prepares and implements the Plumas County Transportation Commission's Overall Work Program and associated amendments.
- Prepares various transportation planning documents and amendments. Examples include but are not limited to The Regional Transportation Plan, The Plumas County Short Range Transit Plan, Non- Motorized Transportation Plan, Plumas County Transportation Commission Policy and Procedures Manual, and other projects as needed.
- Prepares and implements professional service agreements/contracts for various consultant services for transportation and road improvement projects.
- Coordinates with other agencies and prepares Board of Supervisors agenda items.
- Incorporates mitigations and comments into staff reports.
- Assists in recommending, developing, and implementing goals, objectives, and policies.
- Provides input to the Director of Public Works in the development and revision of County ordinances.
- Represents the Director of Public Works to special County committees, task forces, groups, and organizations as directed.
- Maintains open communication with Director of Public Works to ensure he/she is up to date on all matters.
- Performs special assignments, projects, and other tasks as assigned by the Director of Public Works and the Transportation Commission. Performs a variety of technical drafting work.
- Performs other related duties as assigned.

TYPICAL PHYSICAL REQUIREMENTS

Must possess mobility to work in a standard office setting and use standard office equipment, including a computer, to inspect County transportation and development sites, including traversing uneven terrain, climbing ladders, stairs, and other temporary or construction access points, to operate a motor vehicle, and to visit various County and meeting sites; vision to read printed materials and a computer screen; and hearing and speech to communicate in person, before groups, and over the telephone. This is primarily a sedentary office classification although standing and walking between work areas and to conduct inspections may be required. Finger dexterity is needed use a computer keyboard and to operate standard office equipment. Positions in this classification occasionally bend, stoop, kneel, reach, push, and pull drawers open and closed to retrieve and file information. Employees must possess the ability to lift, carry, push, and pull materials and objects weighing up to 30 pounds.

TRANSPORTATION PLANNER – 4

TYPICAL WORKING CONDITIONS

Employees work primarily in an office environment with moderate noise levels, controlled temperature conditions, and no direct exposure to hazardous physical substances. Employees may work in the field and occasionally be exposed to loud noise levels, cold and hot temperatures, inclement weather conditions, road hazards, vibration, mechanical and/or electrical hazards, and hazardous physical substances, fumes and dust.

Employees may interact with members of the public or with staff under emotionally stressful conditions while interpreting and enforcing departmental policies and procedures.

QUALIFICATIONS

Knowledge of:

- Pertinent federal, state and County laws, codes and regulations such as CEQA and NEPA.
- Principles, practices, and funding sources for transportation planning and transit.
- Basic principles and practices of program management.
- Current and ongoing developments, legislation, literature, and sources of information related to the operations of a Regional Transportation Planning Agency and transit service.
- Basic transportation planning and transit principles, concepts, standards and practices.
- Principles and practices of record-keeping.
- Basic principles of business letter writing, technical report preparation, development of presentations; English usage, spelling, grammar and punctuation.
- Modern office procedures, methods, technology, and applications related to work.
- Basic mathematical principles.
- Methods and techniques of effective technical report preparation and presentation.
- Applicable Federal, State, County, Department, and Division laws, regulations, codes, policies and procedures.
- Principles and practices of budget development and administration.
- Funding sources impacting transportation-related programs and transit service development.
- Management of public transit operations through a 3rd party operator.
- Development of transit reports required by Caltrans.

TRANSPORTATION PLANNER – 5

Knowledge of (continued):

- Acquisition of management of transit fleet and associated reporting.
- Management of consultant in the preparation of the Plumas County Regional Transportation Plan.
- Principles and practices of contract administration and evaluation.
- Local, regional, state, and federal laws, ordinances, and policies governing transportation issues.
- Meeting noticing and agenda-setting requirements for public meetings, as required.
- General principles and techniques of research and statistical analysis.
- State and federal laws and regulations relating to road and bridge maintenance and construction and other functional areas under the jurisdiction of the Public Works Department and other laws pertaining to environmental regulations.
- Purposes and procedures of public planning and resources agencies, boards, and governing bodies.
- Graphic illustration and presentation, mapping methods and techniques.
- Contract preparation and administration.
- Techniques for providing a high level of customer service by effectively dealing with the public, vendors, contractors, and County staff.

Ability to:

- Understand and apply pertinent laws, policies, rules and regulations.
- Analyze, interpret, summarize, and present technical information and data in an effective manner.
- Organize, direct and implement transportation and transit planning programs.
- Prepare and administer a budget.
- Performs technical writing and organization assignments and develop presentations.
- Interpret, apply, explain, and ensure compliance with federal, state, and local laws, codes, and regulations in conformance with PCTC policies.
- Determine work priorities and effectively coordinate with federal, state, and local agencies.
- Make accurate arithmetic, financial, and statistical computations.
- Establish and maintain cooperative working relationships with those contacted during the course of work.
- Communicate clearly and concisely, both orally and in writing.

TRANSPORTATION PLANNER – 6

Ability to (continued):

- Effectively represent PCTC in meetings with governmental agencies, community groups, and various businesses, professional, and regulatory organizations, and in meetings with the public.
- Organize and prioritize a variety of projects and multiple tasks in an effective and timely manner; organize own work, set priorities, and meet critical time deadlines.
- Use tact, initiative, prudence, and independent judgement with general policy, procedural, and legal guidelines.
- Provide effective customer service and show respect to all members of the public.
- Plan, organize, administer, and coordinate a variety of large and complex transportation-related services, projects, and programs.
- Prepare clear and concise reports, correspondence, and other written materials.
- Establish and maintain cooperative working relationships with the Commission, and a variety of citizens, public and private organizations, boards and commissions, and commission staff.
- Understand and integrate a variety of transportation-related programs.
- Make effective public presentations.
- Represent the Commission effectively in contacts with elected and other officials, representatives of other agencies, and the public, occasionally in situations where relations may be difficult or strained.
- Establish and maintain cooperative working relationships.

EDUCATION AND EXPERIENCE

Any combination of training and experience that would provide the required knowledge, skills, and abilities is qualifying. A typical way to obtain the required qualifications is:

Two (2) years of increasingly responsible, full-time, experience related to land use planning, transportation planning, environmental planning, community planning, transportation/traffic engineering, civil engineering, or a closely related field is desired.

AND

Bachelor's Degree with major work in land use planning, transportation planning, environmental planning, community planning, transportation/traffic engineering, civil engineering, or closely related field is desired.

TRANSPORTATION PLANNER – 7

Special Requirements:

Possession of a current and valid California Driver's License issued by the California Department of Motor Vehicles.

All County of Plumas employees are designated Disaster Service Workers through State law (California Government Code Section 3100-3109). Employment with Plumas County requires the affirmation by loyalty oath to this effect. Employees are required to complete all Disaster Service Work related training as assigned, and to return to work as ordered in the event of an emergency.



**PLUMAS COUNTY
COUNTY COUNSEL
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Josh Brechtel, Interim County Counsel

MEETING DATE: February 18, 2025

SUBJECT: **TIME CERTAIN 10:30 a.m. Approve and authorize Chair to sign Joint Exercise of Powers Agreement for the purpose of continuing a Regional Emergency Medical Services Agency and providing for the implementation, operation and management of an Emergency Medical Services System in the Counties of Lassen, Modoc, Plumas, Sierra and Trinity Counties State of California; effective March 5, 2025; approved as to form by County Counsel; discussion and possible action.**

Recommendation:

TIME CERTAIN 10:30 a.m. Approve and authorize Chair to sign Joint Exercise of Powers Agreement for the purpose of continuing a Regional Emergency Medical Services Agency and providing for the implementation, operation and management of an Emergency Medical Services System in the Counties of Lassen, Modoc, Plumas, Sierra and Trinity Counties State of California; effective March 5, 2025; approved as to form by County Counsel; discussion and possible action.

Background and Discussion:

There now exists within the area of jurisdiction of the parties hereto, an urgent and demonstrated need for the continuation of an effective Regional EMS Agency and an Emergency Medical Services (EMS) program that maintains county control in order to continue and improve Emergency Medical Services and to jointly undertake necessary solutions;

Action:

TIME CERTAIN 10:30 a.m. Approve and authorize Chair to sign Joint Exercise of Powers Agreement for the purpose of continuing a Regional Emergency Medical Services Agency and providing for the implementation, operation and management of an Emergency Medical Services System in the Counties of Lassen, Modoc, Plumas, Sierra and Trinity Counties State of California; effective March 5, 2025; approved as to form by County Counsel; discussion and possible action.

Fiscal Impact:

No General Fund Impact.

Attachments:

1. 02-11-2025 JPA AGREEMENT - FINAL CC Stamped

**JOINT EXERCISE OF POWERS AGREEMENT FOR THE PURPOSE OF CONTINUING
A REGIONAL EMERGENCY MEDICAL SERVICES AGENCY AND PROVIDING FOR
THE IMPLEMENTATION, OPERATION AND MANAGEMENT OF AN EMERGENCY
MEDICAL SERVICES SYSTEM IN THE COUNTIES OF Lassen, Modoc, Plumas,
Sierra and Trinity Counties STATE OF CALIFORNIA**

THIS AGREEMENT, dated, the 5th day of March 2025, by and between the Counties of Lassen, Modoc, Plumas, Sierra and Trinity , each a political subdivision of the State of California (herein, collectively referred to as "Member Counties" or individually as "Member County").

RECITALS

WHEREAS, under the provisions of the Government Code, State of California (Section 6500, et seq.), the parties hereto may jointly exercise powers common to all; and

WHEREAS, there now exists within the area of jurisdiction of the parties hereto, an urgent and demonstrated need for the continuation of an effective Regional EMS Agency and an Emergency Medical Services (EMS) program that maintains county control in order to continue and improve Emergency Medical Services and to jointly undertake necessary solutions; and

WHEREAS, the parties hereto desire to delineate Local EMS Agency responsibilities in accordance with the Emergency Medical Services System and the Prehospital Emergency Medical Care Personnel Act (Section 1797, et seq. of the

California Health and Safety Code) hereinafter called the "Act." and participate in a Joint Powers Agency hereafter established.

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions hereinafter contained, the parties hereto agree as follows:

ARTICLE I

PURPOSE AND CREATION

The purpose of this Agreement is to provide unified planning and coordination of a Regional Emergency Medical Services System by and through a Joint Powers Agency and for that agency to perform the duties and responsibilities of a local EMS agency for the Member Counties in their ongoing operation and management of county emergency medical services systems.

There is hereby created pursuant to the Joint Exercise of Powers Act an agency to be known as the Nor-Cal EMS, herein referred to as "Agency." For the purpose specified in this Agreement, the Agency shall be an entity separate from the parties to this Agreement.

ARTICLE II

TERM

This Agreement shall become effective as of the date upon which all member counties have approved it. The Agreement shall continue in full force and effect until terminated by mutual agreement of the parties hereto. In the event that a county or counties withdraw

from the Agency ("Withdrawing County"), as per the term and conditions set forth in ARTICLE VI of this Agreement; and, if the remaining Member Counties desire to continue the Agency, the Withdrawing County (or counties) shall be removed from the Agreement, and it shall not be necessary to cause a new agreement to be executed by the remaining counties.

If all Member Counties agree to terminate this Agreement, any money or assets, except funded equipment in possession of the Agency for use under this Agreement, after payment of all liabilities, costs, expenses and charges incurred under this Agreement, shall be returned to the counties in proportion to their contributions determined as of the time of termination. All funded equipment shall be disposed of in a manner prescribed by the appropriate grantor Agency.

ARTICLE III

FUNDING

A. Member County Contributions

As Member Counties, we acknowledge the need for stabilization of funding in order for the Agency to perform required duties. The Board of Directors shall determine each county's annual fee to be paid to the agency for LEMSA services. Each Member County's initial annual fee shall be due and payable to the Agency on or before July 1, 2025 and thereafter on or before July 1 of each successive year.

B. State Funding and Other Funding

The Agency shall annually apply for regional State General Funding assistance from the State Emergency Medical Services Authority or the state entity administering the regional funding program. Other funding applications may include, but not be limited to, federal, state, private or other special project grants.

ARTICLE IV

GENERAL POWERS

A. Board of Directors

The Agency shall be governed by a Board of Directors, herein referred to as "Board," composed of:

- 1) One (1) representative of the Board of Supervisors from each Member County. The Board of Supervisor Representative may have an alternate that is a member of each respective Board of Supervisors.
- 2) One (1) Hospital Administrator. The Hospital Administrator representative is to be nominated by the Northern Section of the Hospital Council of Northern and Central California and approved by the Board of Directors.
- 3) One (1) ambulance representative who shall be affiliated with an ambulance service and will be approved by the Board of Directors.

4) Two (2) Members At Large who are not on the Board of Supervisors of a Members County, Hospital Administrator or affiliated with an ambulance service. The Members at Large are to be selected by the Board of Directors.

The Board of Directors of the Agency shall provide for its regular meetings. Meetings shall be held quarterly. Special meetings may also be called if needed. The meetings shall be held in compliance with the Ralph M. Brown Act (Government Code, Section 54950 et seq.). Notice of regular meetings and the agenda shall be posted in a public location at least 72 hours in advance of board meetings.

Each appointed member of the Board of Directors shall be selected as stated above and serve at the pleasure of their respective appointing body.

B. Staff

The Agency shall employ a Chief Executive Officer. The Chief Executive Officer shall serve at the pleasure of the Board of Directors. It shall be the responsibility of the Chief Executive Officer to employ and discharge staff.

The Agency shall have a full or part-time California licensed physician and surgeon as Medical Director, who has substantial experience in the practice of emergency medicine, to provide medical control and to assume medical accountability throughout the planning, implementation and evaluation of the EMS System. Such physician shall act as the

Medical Director of the local EMS agency pursuant to the Act. The Agency may either contract with or hire as an employee the Medical Director.

The Chief Executive Officer of the Agency shall cause to be kept minutes of the regular, and special meetings of the Board of Directors.

A majority of the membership of the Board of Directors shall constitute a quorum for the transaction of business. The affirmative vote of a majority of the quorum shall be required for the approval of any motion/resolution as to which action of the Board is required.

Any vacancy of a regular or alternate member of the Board shall be filled by the authority which made the appointment.

Members of the Board shall serve without compensation but shall receive reimbursement from the Agency for actual and necessary expenses incurred when on official duty for the Agency (including mileage reimbursement for travel to and from meetings of the Board, unless otherwise provided by the member's county or employer). No member of the Board may be compensated for any service to the Agency except as provided in this section. Nothing herein shall be construed to prohibit member counties from compensating their Members or alternates for services on the Board.

Reimbursement for expenses shall be made by the Agency upon submittal of documentation.

C. Other Officers

Pursuant to California Government Code Section 6505.6 the agency may appoint one of its officers or employees to act as either the Treasurer or Auditor or both. Such person or persons shall comply with the duties and responsibilities of the office or offices as set forth in subdivisions (a) to (d) of California Government Code Section 6505.5.

D. Contracts

In order to achieve the purpose of this Agreement, the Agency may make and enter into contracts, including contracts with public and private organizations and individuals, employ agents and employees, secure necessary services and materials in accordance with grant awards, and sue and be sued in its own name. No contract of the Agency may extend beyond the term of this Agreement and any renewals thereof. As set forth in Article IV E. no party to this Agreement shall be responsible for any debt or obligation of the Agency.

E. Liability

No expense shall be incurred in excess of available funds for the establishment and operation of the Agency established pursuant to the Joint Exercise of Powers Act without prior written approval of the Member Counties. The Agency shall indemnify, defend and hold harmless each of the Member Counties and their authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages and/or liability

arising from the Agency's acts, errors or omissions and for any costs or expenses incurred by the Member County(ies) on account of any claim therefore, except where such indemnification is prohibited by law. The Agency shall obtain liability insurance containing limits of liability in such amount as the Board of Directors determines is necessary to cover the risk of liability incurred by the activities of the Agency. The Agency shall cover all employees with Workers' Compensation Insurance. The debts and obligations of the Agency are not and shall not become debts or obligations of any of the parties to this Agreement. No party to this Agreement shall be responsible for any debt or obligation of the Agency.

The Agency shall not participate in any employer sponsored defined benefit retirement plan without unanimous approval from the member counties. The Agency, at its discretion, may participate in a defined contribution plan.

F. Grants and Contributions

The Agency may, with Board approval apply for and receive State, Federal, local government and private organizational grants, and may receive contributions or donations from any source for the implementation of the purposes of the Agency as stated herein. The Agency may earn and expend income for activities undertaken for its purpose.

G. Bylaws

The Board of Directors of the Agency shall adopt bylaws for the governing of the Agency and for the conducting of the business of the Board. Such bylaws shall make provision for an annual independent audit. Such bylaws shall also provide for the operation of Agency programs including the compensation and privileges of the employees of the Agency. Such bylaws shall also provide for an annual report of the activities to be made to the Board of Supervisors of the counties which are parties thereto, which report shall include a specific itemization of all revenues and expenditures of the Agency.

The Board of Directors shall elect a Chairperson, Vice Chairperson and a Secretary.

H. Governing Law

Pursuant to Section 6509 of the Government Code, the powers of the Agency are subject to the restrictions upon the manner of exercising the power of the County of Sierra.

ARTICLE V

REGIONAL EMERGENCY MEDICAL SERVICES SYSTEM ADMINISTRATION

A. Agency Designation

The Agency is designated as the Local EMS Agency by each signatory to this Agreement.

B. Agency Authorization

The execution of this Agreement acts as a delegation to the Agency by each signatory of all the California Health and Safety code, Division 2.5 functions, and the Agency shall act as the Local EMS Agency as to each function.

C. Designated Agency Functions

Within the territorial jurisdiction of each county signatory to this Agreement, the Agency shall perform the functions set forth in California Health and Safety Code, Division 2.5 (Cal H&S Code Section 1797 et. seq.), as currently written, or as may be amended, as well as the following:

The Agency shall provide an organizational or advisory committee structure which fosters interagency coordination and maintains an effective working relationship between individuals and groups.

The Agency shall provide liaison with county Emergency Medical Care Committees, other county advisory committees pertinent to emergency medical services and providers to coordinate and plan programs to meet specific provider and patient needs and LEMSA responsibilities.

The Agency may contract with any organization to provide any relevant service or function authorized by the Act.

ARTICLE VI

A. New Members

Any California County may apply for membership in Nor-Cal EMS. Approval requires the unanimous consent of the existing Member Entities, expressed by vote at a formal meeting or by written consent filed with Nor-Cal EMS. A new membership will become effective upon the execution of this Agreement.

B. Withdrawal

Any signatory to this Agreement may withdraw by giving written notice to all the other signatories a minimum of six (6) months prior to the end of the fiscal year in which such notice is given. Withdrawal shall be effective at the end of the fiscal year unless otherwise specified in this Agreement.

Upon withdrawal of a Member County, any money or assets, including funded equipment in possession of the Agency for use under this Agreement shall remain with the Agency, except that the Board of Directors in its sole discretion, may permit a Withdrawing County to retain emergency medical care equipment secured through the Agency if the Board determines that such equipment is needed for the medical care of residents of the Withdrawing County. For situations arising that are not covered by the above guidelines, the Withdrawing County and the Board of Directors of the Agency may enter into a

contract settling the terms and conditions of withdrawal. A Withdrawing County shall not be entitled to any further distribution of Agency property or funds.

C. Termination

Upon termination of this Agreement, any money or assets, except funded equipment in possession of Agency for use under this Agreement, after payment of all liabilities, expenses and charges incurred under this Agreement shall be returned to the counties in proportion to their contributions determined as of the time of termination. All funded equipment shall be disposed of in a manner prescribed by the appropriate grantor Agency.

ARTICLE VII

FISCAL YEAR

For the purposes of this Agreement, the term "fiscal year" shall mean the period from July 1 to and including the following June 30th

ARTICLE VIII

CLAIMS

All claims against the Agency including but not limited to claims by public officers and employees for fees, salaries, wages, mileage or other expenses, shall be filed within the time and in the manner specified in Chapter 2 (commencing with Section 910) of Part 3. Division 3.6 of Title 1 of the Government Code or in accordance with claims procedures

approved by the Auditor Controller of the Agency and established by the Board of Directors pursuant to Chapter 5 (commencing with Section 930) or Chapter 6 (commencing with Section 935) of said Part 3 of the Government Code. The Board of Directors shall adopt a regulation requiring that all claims shall be so filed.

ARTICLE IX

ALLOWANCE OF CLAIMS BY TREASURER/AUDITOR

The Treasurer/Auditor of Agency shall audit and allow or reject claims based on the budget and without the prior approval of the Board of Directors consistent with the provisions of California Government code 6505.5.

ARTICLE X - ADDITIONAL PROVISIONS

Agency shall be the sole Local Emergency Medical Services Agency for each and every Member County, and shall perform the services enumerated in this agreement. Agency and the Member County may enter into such agreements or contracts allowing the Agency to perform additional functions.

This Agreement may be amended at any time by the mutual agreement of the parties hereto.

COUNTY OF LASSEN

Chairman
Board of Supervisors

Date

COUNTY OF MODOC

Chairman
Board of Supervisors

Date

COUNTY OF PLUMAS

Chairman
Board of Supervisors

Date

COUNTY OF SIERRA

Chairman
Board of Supervisors

Date

COUNTY OF TRINITY

Chairman
Board of Supervisors

Date

Approved as to form:



Joshua Brechtel, Attorney
County Counsel's Office



**PLUMAS COUNTY
BOARD OF SUPERVISORS
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Kevin Goss, Supervisor - District 2

MEETING DATE: February 18, 2025

SUBJECT: Approve and authorize Chair to sign a Letter of Support to President Trump regarding Federal action needed to expedite Fire Mitigation on public lands; discussion and possible action.

Recommendation:

Approve and authorize Chair to sign a Letter of Support to President Trump regarding Federal action needed to expedite Fire Mitigation on public lands; discussion and possible action.

Background and Discussion:

In California, where a substantial portion of our land is under federal management, burdensome regulations imposed by the Bureau of Land Management (BLM) and the U.S. Forest Service are slowing critical fire mitigation projects. Lengthy environmental reviews, permitting processes, and other regulatory hurdles delay vegetation management, forest thinning, and fuel reduction efforts. These delays increase the risk of catastrophic wildfires, which grow more dangerous with each passing season.

Action:

Approve and authorize Chair to sign a Letter of Support to President Trump regarding Federal action needed to expedite Fire Mitigation on public lands; discussion and possible action.

Fiscal Impact:

No General Fund Impact, Letter of Support Only.

Attachments:

1. Trump LOS 02182025 Wildfire Mitigation



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

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KEVIN GOSS
DISTRICT 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 18, 2025

Donald J. Trump
President of the United States of America
The White House
1600 Pennsylvania Avenue NW
Washington, DC 20500

Re: Federal Action Needed to Expedite Fire Mitigation on Public Lands

Dear President Trump,

On behalf of the Plumas County Board of Supervisors and the residents of Northern California, I write to urge the federal government to take action to expedite fire mitigation efforts on federally managed lands in California. Wildfires have become a year-round threat, and federal regulatory delays have significantly hampered efforts to reduce fire risk on public lands.

In California, where a substantial portion of our land is under federal management, burdensome regulations imposed by the Bureau of Land Management (BLM) and the U.S. Forest Service are slowing critical fire mitigation projects. Lengthy environmental reviews, permitting processes, and other regulatory hurdles delay vegetation management, forest thinning, and fuel reduction efforts. These delays increase the risk of catastrophic wildfires, which grow more dangerous with each passing season.

Plumas County, home to vast tracts of federally managed land, is particularly vulnerable. Despite our proactive efforts to reduce wildfire risk, led by CALFIRE Plumas Sierra Unit, one of the top performing units in the state, the inability to address risks on

adjacent federal lands undermines our progress. Wildfires have not only destroyed lives and property but have also driven insurance rates to unaffordable levels and left countless families unable to secure coverage.

We respectfully urge the federal government to streamline the Bureau of Land Management (BLM) and Forest Service regulations to expedite the approval of fuel reduction and vegetation management projects. Additionally, we request increased funding for fire prevention and mitigation programs on federal lands to ensure these projects are properly resourced. Finally, we encourage enhanced collaboration between federal, state, and local agencies to prioritize high-risk areas and execute projects efficiently.

By removing unnecessary barriers, the federal government can help protect California communities and reduce the long-term costs of wildfires. Plumas County stands ready to partner with federal agencies to make this vision a reality.

Thank you for your attention to this urgent matter.

Sincerely,

Kevin Goss
Chair, Board of Supervisors
Plumas County

cc: Gavin Newsom, Governor of California
California State Association of Counties
Rural County Representatives of California



**PLUMAS COUNTY
BOARD OF SUPERVISORS
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM: Kevin Goss, Supervisor - District 2

MEETING DATE: February 18, 2025

SUBJECT: Approve and authorize Chair to sign a Letter of Support to Governor Newsom regarding action needed to address wildfire threats and California's insurance crisis; discussion and possible action.

Recommendation:

Approve and authorize Chair to sign a Letter of Support to Governor Newsom regarding action needed to address wildfire threats and California's insurance crisis; discussion and possible action.

Background and Discussion:

The escalating unavailability and unaffordability of insurance is not only jeopardizing the safety and recovery capabilities of communities like ours but is also exacerbating California's housing crisis.

Affordable housing is already out of reach for many lower and middle-class families across the state. The current insurance crisis marked by skyrocketing premiums, mass policy cancellations, and a shrinking market only compounds this issue. Without affordable insurance, housing becomes even more unattainable, leaving families unable to purchase homes, maintain mortgages, or protect their property investments.

Action:

Approve and authorize Chair to sign a Letter of Support to Governor Newsom regarding action needed to address wildfire threats and California's insurance crisis; discussion and possible action.

Fiscal Impact:

No General Fund Impact, Letter of Support Only.

Attachments:

1. LOS Governor Newsom Wildfire Threats 2025



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COUNTY OF PLUMAS

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520 Main Street, Room 309
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DISTRICT 4 SUPERVISOR, VICE-CHAIR
JEFF ENGEL
DISTRICT 5 SUPERVISOR
ALLEN HISKEY
CLERK OF THE BOARD

February 18, 2025

Governor Gavin Newsom
State of California
1021 O Street, Suite 9000
Sacramento, CA 5814

RE: Action Needed to Address Wildfire Threats and California's Insurance Crisis

Dear Governor Newsom:

On behalf of the Plumas County Board of Supervisors, I urge you to take immediate action to stabilize California's residential and commercial property insurance market. The escalating unavailability and unaffordability of insurance is not only jeopardizing the safety and recovery capabilities of communities like ours but is also exacerbating California's housing crisis.

Affordable housing is already out of reach for many lower and middle-class families across the state. The current insurance crisis marked by skyrocketing premiums, mass policy cancellations, and a shrinking market only compounds this issue. Without affordable insurance, housing becomes even more unattainable, leaving families unable to purchase homes, maintain mortgages, or protect their property investments.

Plumas County has worked tirelessly to mitigate fire risk. CALFIRE Plumas-Sierra Unit consistently ranks among the top-performing units statewide, completing some of the highest numbers of fuel reduction projects annually and maintaining an exceptional ratio of defensible space inspections to inspectable properties. Despite these efforts, wildfire risk remains a constant threat in our region, resulting in unattainable insurance for residents and businesses.

We urge you to implement the following solutions:

- 1. Mandate a statewide moratorium on policy cancellations and non-renewals** for properties in counties affected by wildfires for at least one year following a state of emergency.
- 2. Enact state income tax deductions for fire insurance premiums** to provide financial relief to families and businesses burdened by rising costs.
- 3. Expand and reform the California FAIR Plan** to ensure broader, more affordable coverage options for those in high-risk areas.

California's rural counties are already disproportionately affected by housing and insurance crisis, we cannot afford further delays addressing these issues. It is imperative that we take bold, immediate action to ensure a more sustainable future for all Californians.

Sincerely,

Kevin Goss
Chair, Board of Supervisors
County of Plumas

cc: California State Association of Counties
Rural County Representative of California



**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 18, 2025

SUBJECT: Approve and authorize Chair to sign two Letters of Support to Senator Megan Dahle, and Congressman Kevin Kiley requesting advocacy and urgent support of Secure Rural Schools (SRS) funding; discussion and possible action.

Recommendation:

Approve and authorize Chair to sign two Letters of Support to Senator Megan Dahle, and Congressman Kevin Kiley requesting advocacy and urgent support of Secure Rural Schools (SRS) funding; discussion and possible action.

Background and Discussion:

Plumas County Office of Education is respectfully requesting two letters be sent to Congressman Kevin Kiley, and State Senator Megan Dahle urging them to advocate for the continuation of SRS funding. Our county's economic and social well-being depends on these federal dollars, and without them, we could face severe cuts to vital services.

Action:

Approve and authorize Chair to sign two Letters of Support to Senator Megan Dahle, and Congressman Kevin Kiley requesting advocacy and urgent support of Secure Rural Schools (SRS) funding; discussion and possible action.

Fiscal Impact:

No General Fund Impact

Attachments:

1. PCOE Request LOS
2. Kiley LOS 02182025 SRS Funding
3. Dahle LOS 02182025 SRS Funding



Plumas County Office of Education Plumas Unified School District

50 Church St., Quincy CA 95971
Ph: (530) 283-6500 • Fax: (530) 283-6530
www.pcoe.k12.ca.us

Andrea Ceresola-White

Superintendent, PCOE
Director, Student Services

Jim Frost

Interim Superintendent, PUSD

Melissa Leal

Assistant Superintendent of Educational Services

Mallory R. Marin

Chief Business Official

Meghan C. Daun

Director, Human Resources

Jessica L. Stone

Director, SELPA/Special Education

February 11, 2025

Plumas County Board of Supervisors

Subject: Urgent Support for Secure Rural Schools (SRS) Funding

Dear Members of the Plumas County Board of Supervisors,

I am writing to urge you to take immediate action in support of the Secure Rural Schools (SRS) program, which provides critical funding to our county for essential services such as roads, schools, and emergency response. As you are aware, SRS funding is at risk of not being renewed this year, which would have devastating consequences for our rural communities that rely on these funds to maintain public infrastructure and services.

I respectfully request that you send letters to **Congressman Kevin Kiley** and **State Senator Megan Dahle**, urging them to advocate for the continuation of SRS funding. Our county's economic and social well-being depends on these federal dollars, and without them, we could face severe cuts to vital services.

Plumas County, with its vast public lands, deserves the continued federal investment that SRS provides, as it compensates our communities for the loss of tax revenue due to federally owned lands. Without these funds, our local schools and roads will suffer, impacting not only residents but also businesses and visitors who contribute to our regional economy.

I appreciate your leadership in supporting our county's needs and ask you to take this step to ensure our voices are heard in Sacramento and Washington, D.C. If there is anything I can do to assist in these efforts, or if you would like further information please let me know .

Thank you for your time and commitment to Plumas County.

Sincerely,



Andrea Ceresola-White

Plumas County Office of Education Superintendent

Governing Board of Trustees

JoDee Read, Board President
Chelsea Harrison, Board Clerk
David Keller
Joleen Cline
Leslie Edlund

*Our mission is to collectively inspire
every child, in every classroom, every day.*

*We ensure an exemplary education with diverse
opportunities and we accept no limits on the
learning potential of any child.*



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DISTRICT 4 SUPERVISOR, VICE-CHAIR

JEFF ENGEL

DISTRICT 5 SUPERVISOR

ALLEN HISKEY
CLERK OF THE BOARD

February 18, 2025

Congressman Kevin Kiley
2445 Rayburn House Office Building
Washington, DC 20515

Subj: Urgent Support for Secure Rural Schools Funding (SRS)

Dear Representative Kiley,

We are writing to express our deep concern regarding the potential expiration of Secure Rural Schools (SRS) funding and its impact on Plumas County schools. As the Plumas County Board of Supervisors, we have seen firsthand how critical this funding is to the operation and sustainability of our rural schools.

The SRS program was established to provide financial assistance to counties with large amounts of federally owned land that cannot generate local tax revenue. This funding supports essential services such as education, road maintenance, and public safety. For Plumas County, where federal land comprises a significant portion of our area, SRS funding is crucial to the success of our schools.

Without reauthorization, Plumas County schools will face significant financial challenges. We could see layoffs of dedicated teachers and staff, reductions in critical academic programs, cuts to transportation services, and deterioration of school facilities.

This would not only harm the education of our students but also widen the existing equity gap in rural areas, disproportionately affecting low-income and underserved families.

Furthermore, the loss of SRS funding would place additional pressure on local governments, which may be forced to raise taxes or divert funds from other necessary services to make up for the shortfall. This could have long-lasting negative impacts on our community as a whole.

I respectfully urge you to support the immediate reauthorization of Secure Rural Schools funding and advocate for a long-term solution to ensure that rural counties like Plumas County can continue to thrive. Your leadership on this issue is critical to the future of our students, schools, and community.

Thank you for your attention to this matter. I would be happy to provide additional information or discuss the importance of SRS funding further. I look forward to your support.

Sincerely,

Kevin Goss
Chair, Board of Supervisors
Plumas County



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JEFF ENGEL

DISTRICT 5 SUPERVISOR

ALLEN HISKEY
CLERK OF THE BOARD

February 18, 2025

State Senator Megan Dahle
1021 O Street, Room 7230
Sacramento, CA 95814

Subj: Urgent Support for Secure Rural Schools Funding (SRS)

Dear Senator Dahle,

We are writing to express our deep concern regarding the potential expiration of Secure Rural Schools (SRS) funding and its impact on Plumas County schools. As the Plumas County Board of Supervisors, we have seen firsthand how critical this funding is to the operation and sustainability of our rural schools.

The SRS program was established to provide financial assistance to counties with large amounts of federally owned land that cannot generate local tax revenue. This funding supports essential services such as education, road maintenance, and public safety. For Plumas County, where federal land comprises a significant portion of our area, SRS funding is crucial to the success of our schools.

Without reauthorization, Plumas County schools will face significant financial challenges. We could see layoffs of dedicated teachers and staff, reductions in critical academic programs, cuts to transportation services, and deterioration of school facilities.

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Furthermore, the loss of SRS funding would place additional pressure on local governments, which may be forced to raise taxes or divert funds from other necessary services to make up for the shortfall. This could have long-lasting negative impacts on our community as a whole.

I respectfully urge you to support the immediate reauthorization of Secure Rural Schools funding and advocate for a long-term solution to ensure that rural counties like Plumas County can continue to thrive. Your leadership on this issue is critical to the future of our students, schools, and community.

Thank you for your attention to this matter. I would be happy to provide additional information or discuss the importance of SRS funding further. I look forward to your support.

Sincerely,

Kevin Goss
Chair, Board of Supervisors
Plumas County



PLUMAS COUNTY
CLERK OF THE BOARD OF SUPERVISORS
MEMORANDUM

TO: Honorable Chair and Board of Supervisors

FROM: Mimi Hall, Supervisor - District 4

MEETING DATE: February 18, 2025

SUBJECT: **Notice of Vacancy:** This is to announce that a vacancy has occurred on the Plumas County Fish and Wildlife Commission representing District 4. If any member of the public is interested in serving of 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 Fish and Wildlife Commission representing District 4. If any member of the public is interested in serving of 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:

A vacancy has occurred on this Board representing District 4.

Action:

Notice of Vacancy: This is to announce that a vacancy has occurred on the Plumas County Fish and Wildlife Commission representing District 4. If any member of the public is interested in serving of 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:

None



**PLUMAS COUNTY
CLERK OF THE BOARD OF SUPERVISORS
MEMORANDUM**

TO: Honorable Chair and Board of Supervisors

FROM:

MEETING DATE: February 18, 2025

SUBJECT: Appoint Allen Hiskey, Clerk of the Board to the Integrated Solid Waste Management Task Force, effective February 18, 2025; discussion and possible action.

Recommendation:

Appoint Allen Hiskey, Clerk of the Board to the Integrated Solid Waste Management Task Force, effective February 18, 2025; discussion and possible action.

Background and Discussion:

This appointment is to fill a position that will be retiring soon.

Action:

Appoint Allen Hiskey, Clerk of the Board to the Integrated Solid Waste Management Task Force, effective February 18, 2025; discussion and possible action.

Fiscal Impact:

No General Fund Impact, appointment only.

Attachments:

None